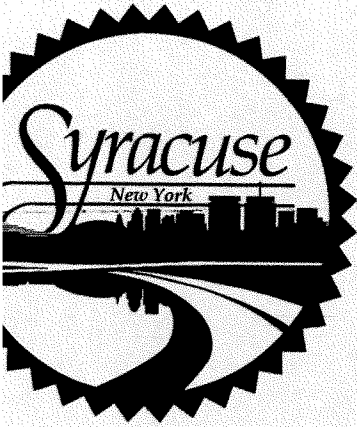




US CUSTOMARY UNITS

PIN: 3756.80

LD040386

Sponsor Contract No.: 25-240 516 2:30pm

FEDERAL AID PROJECT

PROPOSAL

Submitted in accordance with the Highway Law and the Standard Specifications officially finalized and adopted on May 1, 2025 as posted on New York State Department of Transportation's website.

Proposal Description:
East Brighton Avenue 2R Paving Project
Syracuse, Onondaga County

Letting Time and Date: May 6th, 2:30 PM

Letting Location:
City of Syracuse
233 East Washington Street
Syracuse, NY 13202



REX



US CUSTOMARY UNITS

PIN: 3756.80

LD040386

Sponsor Contract No.:

FEDERAL AID PROJECT

PROPOSAL

Submitted in accordance with the Highway Law and the Standard Specifications officially finalized and adopted on May 1, 2025 as posted on New York State Department of Transportation's website.

Proposal Description:
East Brighton Avenue 2R Paving Project
Syracuse, Onondaga County

Letting Time and Date: May 6th, 2:30 PM

Letting Location:
City of Syracuse
233 East Washington Street
Syracuse, NY13202

TABLE OF CONTENTS

PROPOSAL SECTION	Ref
IMPORTANT BIDDER INFORMATION	
SPONSOR ADVERTISEMENT	00010-4
PROJECT TITLE SHEET (With Uniform Contracting Questionnaire Note)	COV-2
CONTRACTOR'S BID PACKAGE CONTENTS	
• DBE COMMITMENT (Appendix 12-10)	Section 00300
• APPENDIX 12-1 and APPENDIX 12-1A	Section 01000
○ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	Section 01000
○ Certification Regarding use of Contract Funds for Lobbying	Section 00100
○ False Claims Certification	Section 00100
○ Non-Collusive Bidding Certification (SFL/GML)	Section 01000
○ Non-Collusive Bidding Certification (49 CFR)	Section 00100
○ Non-Collusive Bidding Certification – Bidder Information	Section 00300
○ Reporting Violations of Non-Collusive Bidding Procedures	Section 01000
○ New York State Office of the Inspector General Hotline	Section 01000
○ Goals for Equal Employment Opportunity (EEO) Participation	Section 01000
○ Required Contract Provisions Federal-Aid Construction Contract (FHWA-1273 – Revised May 1, 2012)	Section 01000
○ Combined Certification Form – By Executing this Document	Section 00300
• BID BOND	00100-1
• ESTIMATE OF QUANTITIES	Section 00300
• ITEMIZED PROPOSAL	Section 00300
REQUIRED CONTRACT PROVISIONS	
• DBE/MBE/WBE/SDVOB GOALS	00010-4
• EQUAL EMPLOYMENT OPPORTUNITY (EEO) GOALS	00010-4
• SUPPLEMENTAL TITLE VI PROVISIONS – Appendix A-1	Section 01000
SUPPLEMENTAL INFORMATION	
• CONR 9 - Supplemental Information Available to Bidders	Section 01200
• PERMITS	
SPECIAL NOTES	
• Location Maps/Landscape Development Notes/Right-of-Way/Funding/Asphalt & Fuel Price Adjustments/Specialty Items etc..	N/A
SECTION 5 - BEST VALUE SUBMISSION (if applicable)	N/A
SECTION 6 - SPECIAL SPECIFICATIONS & REVISIONS TO STANDARD SPECIFICATIONS (and APPENDIX 12-2, if applicable)	Section 01100
SECTION 7 - PREVAILING WAGE RATES	Section 00700
SECTION 8 - SPONSOR CONTRACT AGREEMENT	Section 00300

SECTION 00010
ADVERTISEMENT AND TABLE OF CONTENTS

TABLE OF CONTENTS

Section Title

DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS

00010	Advertisement and Table of Contents
00100	Instructions to Bidders
00200	Information for Bidders
00300	Form of Proposal
00400	(NOT USED)
00500	Contract and Specification
00600	Contractor's Performance Bond
00700	Clauses of General Application & Wage Rate Schedules
00800	Standard Conditions of Work – General Provisions
00900	Standard Conditions of Work – Special Provisions
01000	Appendix A - Contract Requirements For Locally Administered Federal Aid Construction Projects
01100	Technical Specifications
01200	Additional Information

NYSDOT Standard Specifications

May 1, 2025 NYSDOT Standard Specifications can be found online at the following location:

<https://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us>

Special Specifications

Item Number	Description
209.11010024	Temporary Catch Basin Insert (CBI)
420.50090304	Top Course Porous Asphalt Pavement F9
603.99050002	Concrete Plugs for Sewer Pipe
608.21000003	Cast Iron Embedded Detectable Warning Units
610.14000011	Structural Soil Mix
627.50140008	Cutting Pavement
645.52010110	Ground-Mounted Sign Panels with High Visibility Sheeting and Non-Reflective Sheeting without Z-Bars
655.04000006	Furnish And Install Grates in Existing Frames

662.6000NN08	Furnishing Electrical Service
663.13000010	Install Fire Hydrant
663.51000004	Furnish and Install New Water Valve Box
663.52000004	Remove Existing Water Valve Box
670.011XYZ02	LED Highway Luminaire
680.05010007	360 Degree Camera Video Detection System
680.50500005	Alter Elevation of Pole Foundation
680.51000010	Alter Elevation of Pull Boxes
680.7700XX05	Modify Traffic Signal Installation
680.7900XX05	Remove Traffic Signal Installation
680.80370501	Controller And Cabinet 4 Thru 8 Phase Full Traffic Actuated (Nema)
680.81230008	Traffic Signal Bracket Assembly-1 Way Mast Arm Mount (Cable Type)
680.81990003	Traffic Signal Back Plates with Yellow Reflective Tape
680.82501009	Preempt System Optical Detector - Dual Channel, One Direction (Mast Arm)
680.82505009	Preempt System Optical Detector – Dual Channel, Two Direction (Mast Arm)
680.82516009	Preempt System -Type 3 Phase Selector – 4 Channels
680.82540009	Preempt System - Detector Cable, Shielded, 3 Conductor with Stranded Ground, Awg #20
680.90920001	Electric Meter Socket, 100 Ampere, Single Phase, 120 Volt For Traffic Signal Installations
691.04000020	Training Requirements

Special Notes

CONR 9

Contract Drawings (Separately Bound)

Sheet No.	Title	Drawing No.
1	Title Sheet	COVER
2	List of Abbreviations and Index	IND
3 - 4	Legends	LEG-01 to LEG-02
5 - 11	Typical Sections	TYP-01 to TYP-07
12 - 13	General Notes	GEN-01 to GEN-02
14	Traffic Control Notes	TCN-01
15 - 21	Traffic Control Plans	TCP-01 to TCP-07
22	Baseline Ties and Benchmarks	BLT-01

23 - 32	Miscellaneous Tables	MST-01 to MST-10
33 - 35	Driveway Table	DWT-01 to DWT-03
36 - 41	Drainage Table	DRT-01 to DRT-06
42 - 43	Miscellaneous Details	MSD-01 to MSD-02
44 - 53	Curb Ramp Details	CRD-01 to CRD-10
54 - 56	Drainage Details	DRD-01 to DRD-03
57	Erosion & Sediment Control Notes	ESN-01
58 - 59	Erosion & Sediment Control Details	ESD-01 to ESD-02
60 - 86	Erosion & Sediment Control Plans	ESP-01 to ESP-27
87 - 113	Pavement Repair Plans	PRP-01 to PRP-27
114 - 140	General Plans	PLN-01 to PLN-27
141 - 167	Profiles	PRO-01 to PRO-27
168 - 172	Sidewalk Profiles	SPR-01 to SPR-05
173 - 174	Traffic Signal Notes	TSN-01 to TSN-02
175 - 191	Traffic Signal Plans	TSP-01 to TSP-17
192 - 193	Lighting Details	LTG-01 to LTG-02
194 - 196	Sign Text Data Sheets	SDS-01 to SDS-03
197	Sign Removal and Relocation Tables	SRT-01
198	Pavement Marking Table and Details	PMD-01
199 - 225	Sign And Pavement Marking Plans	SPM-01 to SPM-27
226 - 229	Planting Details	PLD-01 to PLD-04
230 - 237	Planting Plans	PLP-01 to PLP-08
238 - 241	Estimate Of Quantities	EST-01 to EST-04

[End Table of Contents]

ADVERTISEMENT
NOTICE TO CONTRACTORS
FOR
EAST BRIGHTON AVENUE 2R PAVING PROJECT
PIN 3756.80

Sealed proposals will be received at Division of Purchase of the City of Syracuse, New York, 213 City Hall, Syracuse, New York, 13202, on May 6th 2025, for PIN 3756.80 East Brighton Avenue 2R Paving Project until 2:30 p.m. On the same day and immediately thereafter, the sealed proposals will be opened and publicly read by the Director of the Office of Management & Budget, Division of Purchase of the City of Syracuse, New York.

The project provides for the rehabilitation of East Brighton Avenue and East Seneca Turnpike (NY Route 173) between Thurber Street and the City Limit in the City of Syracuse. The total length of the project is approximately 6,336 (1.2 miles), excluding the interchange of Interstates I-81 and I-481, which is currently under construction as part of the New York State Department of Transportation I-81 Viaduct Project. The project includes milling and paving of the roadway surface with areas of full depth reconstruction; curbing, sidewalk, driveway work; drainage system improvements; new and replacement traffic signal installation; landscaping; and upgrades to signs and pavement markings.

There is a Disadvantaged Business Enterprise (DBE) participation requirement for this project of 5%. The affirmative action goals include a minority utilization of 3.8% and utilization goal of 6.9% for women.

Sets of plans and specifications for the work under this contract shall only be obtained from the Director of the Office of Management & Budget, Division of Purchase upon deposit of a new check or money order in the amount of \$100.00, payable to the Commissioner of Finance of the City of Syracuse. Checks transferred from other jobs will not be accepted.

To have bid documents mailed, please provide us with your Fed-Ex account number to be billed directly.

Each bid must be accompanied by a certified check or bid bond, in the amount of five percent (5%) of the total maximum bid price (combination of base bid or alternate bid plus add-on items) for the contract in the form and subject to the conditions provided in the Information for Bidders.

Pre-bid Conference: The City of Syracuse has scheduled a pre-bid conference in order to review all of the specific requirements of this contract. Attendance at the pre-bid is recommended but is optional. The pre-bid conference is scheduled for **April 10th, 2025**, at 9:00 a.m. to be held at The Dept. of Engineering Conference Room, 4th Floor, City Hall, 233 East Washington Street, Syracuse, New York 13202.

Plans and Specifications may be examined at the following offices:

Syracuse Builders Exchange
6563 Ridings Road
Syracuse, NY 13206
Tel: (315) 437-9936

City of Syracuse
Department of Engineering
401 City Hall
Syracuse, NY 13202
Tel: (315) 448-2489

City of Syracuse
Office of Management & Budget
213 City Hall
Syracuse, NY 13202
Tel: (315) 448-8252

South Side Innovation Center
2610 South Salina Street
Syracuse, New York 13205
Tel: (315) 443-8596
Fax: (315) 443-8636

LD040386

PROJECT TITLE SHEET

City of Syracuse
New York

PIN: 3756.80

LD040386

Sponsor Contract No.:

COUNTY(IES): Onondaga

FEDERAL AID PROJECT

Proposal Description: East Brighton Avenue 2R Paving Project

County: Onondaga

Deposit Required: Refer to Section 00100-1, Item 3.

Completion Date: Refer to Section 00200-3, Item 8.

Questions During Bidding: No interpretation of the meaning of the plans, specifications or other contract documents will be made to any bidder orally. Every request for such interpretation shall be in writing addressed to:

City of Syracuse
Department of Engineering
233 E. Washington Street, Room 401
Syracuse, NY 13202
Attn: John Kivlehan
E-mail: jkivlehan@syr.gov

Addenda to Bid Documents: Addenda to the Bid Documents will be emailed and mailed to planholders.

FEDERAL REQUIREMENTS

1. This is a federal-aid contract subject to the approval of the Federal Highway Administration (FHWA) and the New York State Department of Transportation (NYSDOT).
2. Federal Contract Requirements are contained in Section 01000 (fillable forms section 00300)
3. The BUY AMERICA provisions in Section 106-11 of the NYSDOT Standard Specifications apply to this contract.
4. Whenever local and/or New York State requirements differ from Federal requirements, the Federal requirements will prevail.
5. There are no residence, geographical restrictions, or preferences contained in this contract.
6. There are no M/WBE/SDVOB requirements or preferences contained in this contract.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS

1. The NYSDOT Standard Specifications May 1, 2025, as amended, govern work performed under this contract. This shall include Sections 100 through 799, inclusive.
2. The low bidder must have an approved New York State Uniform Contracting Questionnaire (CCA-2 Form) on file with NYSDOT prior to an award being made. The CCA-2 form is available online at <https://www.dot.ny.gov/bids-and-lettings/construction-contractors/general-info> or by calling the NYSDOT Office of Contract Management at (518) 457-1564.

DBE/MBE/WBE/SDVOB PARTICIPATION GOALS

The following participation goal(s) have been established for this contract, expressed as a percentage of the total contract bid amount.

The DBE program applies to Federal Aid Contracts; the MBE, WBE, and SDVOB programs apply to Non-Federal-Aid Contracts. For more information see NYS Standard Specifications §102-12.

Disadvantaged Business Enterprise (DBE) Goal 5 % (Federal-Aid Only)

Minority Business Enterprise (MBE) Goal % (Non-Federal-Aid Only)

Women's Business Enterprise (WBE) Goal % (Non-Federal-Aid Only)

Service-Disabled Veteran-Owned Business (SDVOB) Goal % (Non-Federal-Aid Only)

The NYSUCP DBE Directory is located at: <https://nysucp.newnycontracts.com/>

The NYS M/WBE Directory is located at: <https://ny.newnycontracts.com/>

The NYS SDVOB Directory is located at: <https://online.ogs.ny.gov/SDVOB/search>

SECTION 00100
INSTRUCTION TO BIDDERS

1. **BID DATE.** Sealed bids will be received by the Director of the Office of Management & Budget, Division of Purchase, 213 City Hall, City of Syracuse, New York, 13202, until 2:30 p.m. on **May 6th, 2025**, for the **PIN 3756.80 East Brighton Avenue 2R Paving Project** in accordance with the plans and specifications on file in the office of the Division of Purchase, where they may be examined.
2. **FORM OF BID.** Each bid must be made upon the printed bid form which is part of this notice sealed within a standard envelope furnished by the Division of Purchase, and endorsed upon the outside of the envelope with the name of the work to which the enclosed bid relates.
3. **BID BOND.** Each bid must be accompanied by a certified check or bid bond payable to the "Commissioner of Finance" of the City of Syracuse, New York for each Division of work in the amount of 5% of the Contractor's Bid Price.
4. **FORM OF BID PRICE.** Each Bidder is required to state a price as specified for each and every item enumerated in the bid sheet upon which the bid is made. Price(s) must be written with ink, in words, and in figures. Do not round off numerals. Do not remove the bid forms from this book. All Contract Documents, except the separately bound Contract Drawings must be submitted with the Bid.
5. **PERSONS INTERESTED IN BID.** Each Bidder is required to state in his bid the names and places of residence of any and all persons interested in the bid; that the bid is made without any connection with any persons making another bid for the same contract, and that it is in all respects fair and without collusion or fraud; also, that no member of the Common Council, or other office of the City of Syracuse, or any person in the employ of said City is directly or indirectly interested in the bid, or in the supplies or the work to which it relates, or in any portion of the profits thereof.
6. **WITHDRAWAL OF BID.** No bid may be withdrawn for any reason whatever after it has been deposited with the Director of the Office of Management & Budget, Division of Purchase.
7. **REJECTION OF BID.** The Director of the Office of Management & Budget, Division of Purchase reserves the right to reject any and all bids not deemed for the best interests of the City, and to reject as informal such bids as, in his opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind.
8. **INDEPENDENCE OF BIDS.** Each Bidder is required to form his own opinion of the quantities and character of the work by personal examination of the ground where it is to be done and of the Plans and Specifications relating to it, or by such other means as he may prefer.

He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished and as to the requirements of the proposed Contract. The submission of a proposal shall be prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed Contract, Plans and Specifications. No allowance shall be made subsequently in this connection in behalf of the Contractor for any error or negligence on his part.

Additional information pertinent to the work, e.g. boring / coring logs, other records of subsurface investigations, and other relevant information related to the work of these Contract Documents may be

available for inspection by Bidders. It is understood and agreed that such information, whether included in the plans, specifications or otherwise made available to the Bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all Bidders. It is further understood and agreed that each Bidder is solely responsible for all assumptions, deductions, or conclusions which he may make or obtain from his examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

9. **SURETY BOND.** The person or persons whose bid has been accepted will be required to furnish a bond in the amount of One Hundred percent (100%) of the total bid on which the contract shall be let, from some responsible surety company authorized to do business in the State of New York, and to attend at the office of the Director of the Office of Management & Budget, Division of Purchase with the sureties offered by him or them and execute the contract and bond within 10 (ten) days from the date of the service of a notice to that effect, delivered to him or them in person, or mailed to the address given in the bid. In the case of failure to do so, he or they will be deemed to have abandoned the contract, and the amount of the deposit made by him or them will be forfeited to and retained by the City of Syracuse as liquidated damages for such failure, but if he or they shall execute the contract and bond within the time aforesaid, the amount of his or their deposit will thereupon be returned to him or them.

10. **PAYMENT.** The Contractor will be paid monthly approximate estimates of the value of work done to date, provided that the Contractor submits all required documentation to the satisfaction of the City Engineer.

11. **CLAIMS.** The Contractor shall have no claim against the City of Syracuse by reason of any variance between the quantities of the approximate estimate and the quantities of work done, nor on account of any misunderstanding or misconception of the nature and character of the work, or of the ground where it is executed.

Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the Contract, Plans and Specifications.

12. **SUBSTITUTIONS.** If the Contractor proposes to use materials or devices other than those specified, equal in quality and workmanship in all respects thereto, he shall attach to the Bid Documents the materials or devices which he proposes to furnish for review by the Engineer. At a minimum, the Contractor will provide a detailed breakdown of all materials or devices to be used, which shall be subject to the approval of the Engineer. Failure to propose a substitution shall be deemed to mean that the Contractor proposes to use material or devices chosen by the Specifications as standards. The Owner reserves the right to reject any substitutions proposed, and the Contractor will be required to advance all work in accordance with the Contract Documents.

13. **BIDS.** Bids are solicited on a lump sum or unit price basis for each item listed in the proposal. The total price bid for each item shall be for the completion of all parts of the work as shown on the plans and prescribed by specifications, together with all work incidental thereto, for each item listed in the Form of Proposal. Bids will be compared, computed and canvassed on the basis of the approximate estimate and quantities stated in the bid.

14. **MINIMUM REQUIREMENTS FOR BIDDING.** Bidders must be skilled and regularly engaged in the class of work bid, and, if required by the City Engineer, must submit satisfactory evidence of mechanical facilities and financial ability to do the work within the agreed time and in accordance with all the requirements of

the Contract. The successful bidder will be required to keep the entire work of the Contract at all times under his control. Other requirements for bidding are included elsewhere in these Specifications.

15. **PLAN DEPOSIT.** Upon returning set promptly and in good condition within 30 days after the date of the Bid Opening, plan deposits shall be refunded as follows:

- A. If the Contract Documents returned are in good condition, 100% of the plan deposit shall be returned to the Bidder.
- B. If the Contract Documents are returned in good condition by a non-bidder, 50% of the plan deposit shall be returned.
- C. No refund shall be made in any case for Plans and Specifications not in good condition.

16. **INSURANCE**

- A. No Contractor shall commence work under this contract until he has obtained all the insurance required hereinafter issued by a company duly authorized to business in the State of New York and which has a Best's rating and financial size of at least B+,X, and such insurance has been approved by the Owner. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of each contractor. **CLAIMS MADE INSURANCE SHALL NOT BE ACCEPTABLE.**
- B. **Worker's Compensation and other Mandated Insurance.** Each Contractor shall take out and maintain during the life of this contract the statutory Worker's Compensation and Employer's Liability Insurance, and all other insurance required by law, for all of his employees engaged in work under this contract, and in case any such work is sublet, the Contractor shall require the subcontractor to provide all similar insurance.

Policy or policies covering the obligations of the Contractor in accordance with the provisions of any applicable Workmen's Compensation or Disability Benefits Law, including for the State of New York, Chapter 41, Laws of 1914, as amended, known as the Workmen's Compensation Law, and amendments thereto, and Chapter 600 of the Laws of 1949, as amended, known as the Disability Benefits Law, and this Agreement shall be void and of no effect unless the Contractor procures such policy or policies and maintains the same in force during the term of his Contract.

- C. **Bodily Injury and Property Damage Liability Insurance.** Each Contractor shall take out and maintain during the life of the contract a Comprehensive General Liability Insurance policy for Bodily Injury, including accidental death, and Property Damage, as shall protect him and any subcontractor performing work covered by this contract from claims for damages which may arise from operations under this contract, whether such operations be by himself, or by any subcontractor or by anyone directly or indirectly employed by either of them. The hazards insured against shall be as checked below:

X Premises-Operations

X Products/Completed Operations
X Contractual Insurance
X Broad Form Property Damage
X Independent Contractors
X Personal Injury
X Automobile Liability, Including Owned, Hired, & Non-Owned
Automobiles
X Explosion & Collapse
X Underground
X Pollution
 Asbestos

The policy limits shall be in an amount not less than **TWO MILLION** dollars single-limit Bodily Injury, including wrongful death, and Property Damage. **The State of New York, its officers, employees, agent and elected officials will be included as Additional Insured.**

For contracts involving asbestos, the policy shall be endorsed to provide coverage for the City of Syracuse for the asbestos removal, treatment, or abatement activities which are the subject of this bid or in case the Contractor subcontracts any such asbestos removal, treatment, or abatement activities, the Contractor shall require the Subcontractor to provide an insurance policy which shall be endorsed to provide coverage for the City of Syracuse for the asbestos removal, treatment, or abatement activities which are subject of this bid. The City of Syracuse must be named as an additional insured on this policy. Claims made insurance does not meet this requirement.

- D. **Owner's & Contractor's Protective Liability.** Each Contractor, at his own cost and expense, shall secure an Owner's & Contractor's Protective (OCP) Liability Insurance Policy, acceptable to the Owner, designating the Owner as the named insured, with respect to liability arising out of operations performed by the Contractor, any Subcontractor or supervisory acts and omissions of the Owner with respect to such operations. The insurance shall be maintained in full force during the life of this Contract. The limits of this insurance shall be in an amount not less than Two Million dollars per occurrence.

17. INSURANCE CERTIFICATES AND POLICIES. The Certificate of Contractor's General Liability Insurance is to be filed with the Owner through this office. This certificate of Insurance shall contain the following endorsement:

"IT IS UNDERSTOOD THAT THE _____ INSURANCE COMPANY WILL NOTIFY THE DIRECTOR OF THE OFFICE OF MANAGEMENT & BUDGET, DIVISION OF PURCHASE OF THE CITY OF SYRACUSE, NEW YORK, 223 CITY HALL, SYRACUSE, NEW YORK, AND THE ENGINEER BY REGISTERED MAIL TWENTY DAYS PRIOR TO ANY CHANGES OR CANCELLATION OF THE POLICY."

A copy of the Owner's Protective Liability Insurance Policy MUST be submitted to the Director of the Office of Management & Budget, Division of Purchase within ten (10) days after Notice of Award. The Certificate of Owner's Protective Insurance alone is not sufficient.

18. BID MISTAKES AND ERRORS. When a Bidder claims to have made a mistake or error in his bid, such shall be called to the attention of the Director of the Office of Management & Budget, Division of

Purchase by delivering to the Director of the Office of Management & Budget, Division of Purchase a written notice setting forth the nature of the mistake or error accompanied by documentary evidence or other proof of such mistake or error within seventy-two (72) hours after the opening of the bid or prior to award, whichever is shorter; otherwise the bid may not be withdrawn. A Bidder's failure to deliver either said notice or documentary evidence or proof within seventy-two (72) hours of bid opening or prior to award, whichever is shorter, shall constitute a waiver of the Bidder's right to claim an error or mistake. If such notice and documentary evidence or proof have been provided within seventy-two hours of bid opening or prior to award, whichever is shorter, the Director of the Office of Management & Budget, Division of Purchase will determine if an error or mistake has been made and whether such is excusable. If the Director of the Office of Management & Budget, Division of Purchase shall determine that an excusable error or mistake has been made, he may permit the bid to be withdrawn. The determination of the Director of the Office of Management & Budget, Division of Purchase as to whether a Bidder made an excusable error or mistake shall be conclusive upon the Bidder, his surety, and all who claim rights under the Bidder.

19. ELIGIBILITY. The City of Syracuse reserves the right to disqualify a Bidder who is delinquent on property taxes or liable to the City pursuant to any judgement or order, or otherwise indebted to the City.

20. FEDERAL AID CONTRACT REQUIREMENTS. The Bidder's attention is directed to Appendix A that contains Federal Aid requirements, which shall become part of these Contract Documents. The Bidder is also encouraged to become familiar with New York State Department's Procedures for Locally Administered Federal Aid Projects Manual, which can be obtained through the New York State Department of Transportation, or found at <https://www.nysdot.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects>.

The Bidder is directed to Section 01000 (Appendix A) to become familiar with Federal Forms that must be completed at various stages throughout the work schedule as defined in these Contract Documents. In addition, the Federal Forms that must be completed with this bid are in Section 300 , Form of Proposal, and are summarized below:

- a. Disclosure of Lobbying Activities Forms (SF-LLL & SF-LLL-A): Federal regulations (23 CFR 635.112(g)) require that any Contractor or firm intending to do business with the Federal government, or wishing to participate in any contract funded with federal aid, disclose to the Federal government all lobbying activities and certify that no lobbying activity has been paid for with Federal funds of any kind. The Bidder is directed to Section 01000 (Appendix A) beginning on page number Appendix 12 – 1.4.
- b. Non-Collusive Bidding Certification Forms: Under 23 CFR 112(c), Bidders must certify that (1) the bid submitted was arrived at without resorting to any collusive bidding practices, (2) the Bidder is eligible to compete for contracts under Federal regulations, (3) the Bidder is not under sanction of any federal agency, and (4) no sanctions of any Federal agency are pending against the Contractor or owner of the company. The Bidder is directed to Section 01000 (Appendix A) beginning on page number Appendix 12 – 1.9 for further information and instructions to complete the Forms.
- c. Disadvantaged Business Enterprise (DBE) Utilization Goal & Requirements Form: The Owner has established a utilization goal for DBEs that is listed on this Form and expressed as a percentage of the total contract price. The goal remains in effect throughout the life of the contract. In executing the contract or Bid Documents the

Bidder declares that he/she subscribes to the utilization goal and must meet or exceed the goal or demonstrate that he/she could not meet it despite his/her best efforts. The Bidder is also required to designate and enter the name of the DBE Officer who will have the responsibility, capability, and authority to administer and promote an active DBE Program. The Bidder shall meet the DBE goal by first pursuing firms certified by the New York State Department of Transportation (NYSDOT), and then by pursuing DBE firms certified by the City of Syracuse. A NYSDOT approved DBE eligible company listing can be obtained at: <http://biznet.nysucp.net/>.

The contractor shall complete all forms contained in Section 00300 Appendix 12-1, Construction Contract Requirements) & AAP 14LL Federal DBE Commitment and GFE Bid Requirements.

21. FAIR EMPLOYMENT AND LICENSURE ORDINANCE

Effective March 22, 2015, General Ordinance #45-2014 becomes law. This contract is subject to General Ordinance #45-2014 entitled the Fair Employment and Licensure Ordinance of the City of Syracuse. This Ordinance requires that all City Contractors shall not include any question about a job applicant's prior criminal history on the job application and shall defer making any criminal history inquiry about a job applicant's past criminal convictions until after a conditional offer of employment is made. The City shall have the authority to suspend and terminate the contract for violations of the Fair Employment and Licensure Ordinance. A complete copy of the ordinance is available at the City of Syracuse website (www.syr.gov).

END OF SECTION0

SECTION 00200
INFORMATION FOR BIDDERS

1. Receipt and Opening of Bid

The Director of the Office of Management & Budget, Division of Purchase of the City of Syracuse, New York, herein called the "Owner" invites bids on the forms attached hereto, all blanks of which must be appropriately filled in.

Bids will be received by the Owner on the date and hour specified in the Advertisement and Instruction to Bidders and then publicly opened and read.

Bids, to receive consideration, must be received prior to 2:30 p.m. on the date specified.

2. Qualification of Bidders

Satisfactory evidence of competency to complete the proposed work shall consist of statements covering the Bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available.

Satisfactory evidence of financial responsibility to do the proposed work shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the Contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the Bidder shall further certify whether his financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement of report to reflect his (Bidder's) true financial condition at the time such qualified statement or report is submitted to the Owner.

Each Bidder shall resubmit "evidence of competency" and "evidence of financial responsibility" to the City Engineer within forty-eight (48) hours after the time such evidence is requested.

3. Bid Security

Each bid must be accompanied by a certified check, or bid bond payable to the order of the Commissioner of Finance of the City of Syracuse, New York, for each Division of work previously indicated.

The bid deposits of all Bidders except the three lowest will be returned within three (3) days after the formal opening of the bids, and the remaining certified checks or substitute bid bonds will be returned within forty-eight (48) hours after the contract has been executed, or if no such contract has been executed, within forty-five (45) days after the date of the opening of bids upon demand of the bidder at any time thereafter, so long as the Bidder has not been notified of the acceptance of his bid.

4. Basis of Awards

The contract(s) shall be awarded to the responsible Bidder whose Base Bid, together with selected Alternates (if any), totals the lowest number of dollars.

If unit prices are called for, each Bidder is required to state a price as specified for each item enumerated in the proposal upon which the bid is made. Prices must be written in ink in words and also in figures. Upon entering a unit bid price for any item, the product of the approximate quantity listed multiplied by the price bid shall be entered in the column marked TOTAL AMOUNT in each instance. The total of said products shall be entered in words and figures in the space provided at the bottom of the bid sheet.

In the event there is a discrepancy in any bid between the unit price and the extended totals, the unit prices shall govern. In the event there is a discrepancy in any bid between the unit or lump sum prices written in figures and the unit or lump sum prices written in words, the unit or lump sum prices written in words shall govern. Prior to notification of award of contract (or intent to award), the apparent successful Bidder shall submit the

following information to the Engineer in writing:

- A. For each of the forgoing lump sum items: Provide a schedule for values for major products, assemblies, or operations indicating separate amounts for (a) purchased materials, (b) labor, and (c) construction equipment, which total the lump sum bid for each item.
- B. For each of the foregoing unit price items: Provide a schedule of values for the portion of the unit price allocated to (a) purchased materials, (b) labor, and (c) construction equipment which total to the unit price bid for each item.

The breakdowns will be reviewed by the Engineer. Any additional detail or justification for cost distribution shall be provided by the apparent successful Bidder upon request.

The breakdowns for lump sum items shall serve as a basis for computing progress payments during construction for installed portions of lump sum items and to assist the Engineer in determining if change order costs are reasonable.

The breakdowns of unit price items will not be used in computing progress payments, but will be used to assist the Engineer in determining if change order costs are reasonable.

5. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications, or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be made in writing addressed to:

City of Syracuse
Department of Engineering
233 E. Washington Street, Room 401
Syracuse, NY 13202
Attn: John Kivlehan
E-mail: jkivlehan@syr.gov
Fax (315) 448-8488

And to be given consideration must be received at least five (5) days prior to the date fixed for the opening of the bids. Any and all of such interpretations and any supplemental instructions will be in the form of written addenda to the Specifications which, if issued, will be mailed to all Bidders (at respective addresses furnished for such purposes not later than three days (72 hours) prior to the date fixed for the opening of the bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a Bidder to improperly submit a bid or to inadvertently bid on certain items.

6. Security for Faithful Performance

The successful Bidder must have such qualifications as may be required for the execution of a Surety Bond of standard form in the amount of one hundred (100%) percent of the accepted bid as security for the faithful performance of his contract and for the payment of all performing labor or furnishings of materials in connection therewith.

Attorneys in fact, who sign contract bonds, must file with each bond a certified copy of their Power of Attorney to sign said bonds.

7. Start of Work

The work of the Contract shall commence on the date stated in the Notice to Proceed as issued by the City Engineer to the Contractor.

The Bidders are hereby notified that the time of completion is of the essence and, to that end, the Owner has determined that the completion dates as stated below and in the Contract and Specifications include adequate time for completing the work under this Contract. If the Bidders consider that the time complete the work is inadequate, they should not submit bids.

8. Time for Completion

The time of completion for the Project shall be as follows:

All work items of this contract shall be completed within 275 calendar days from the date of the Notice to Proceed or shall be completed by **December 1st, 2026**, whichever comes first. All work items of this contract shall be substantially completed 3 weeks before December 1st, 2026.

The Bidder's attention is directed to the liquidated damages provisions of Part "J" of Section 500 of these contract documents.

9. Bids

Bids to be entitled to consideration must be in accordance with the following instructions:

Bids shall be made upon the form provided herein, and all blank spaces in the Form of Bid shall be fully filled; and the amount of the bid shall be stated both in writing and in figures; the signature shall be in longhand; and the completed form shall be without interlineation, alteration, or erasure.

Bids shall not contain any recapitulation of the work to be done. No oral, telegraphic, or telephone proposals or modifications of the same will be considered.

Proposal sheets are bound herein and shall not be detached from this specification. The entire specification shall be enclosed in an envelope and the envelope sealed. Proposals shall be addressed to the Director of the Office of Management & Budget, Division of Purchase, City of Syracuse, New York and shall be delivered to the Commissioner of Purchase of the City of Syracuse, New York at site of opening on or before the date and hour specified.

The competence and responsibility of Bidders will be considered in determining that a Bidder is qualified for purpose of making an award.

Any bulletins or addenda issued during the time of bidding are to be covered in the bid and in closing a contract will become part thereof.

Each bid must be signed by the Bidder with his signature.

Bids for partnerships should be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing.

Bids for corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president, or other person authorized to bind the matter.

10. Documents

The term "Contract Documents" or "Bid Documents" refers to the Advertisement, Instruction to Bidders, Information for Bidders, Form of Proposal, Contract & Specification, Contractors Performance Bond, the Clauses Of

General Application & Wage Rate Schedules, the Standard Conditions Of Work (General & Special Provisions), Appendix A - Contract Requirements For Locally Administered Federal Aid Construction Projects, Technical Specifications, Contract Drawings (if applicable), and any and all addenda issued during the bidding period.

11. Subcontractors and Major Materials List

The Subcontractors and materials lists must be filled out and submitted within 48 hours following notice of award.

12. Drawings

Each Prime Contractor will be furnished, free of charge, four (4) sets of full-size Contract drawings, and four (4) copies of the Specifications. Additional sets of Contract Drawings and Specifications will be furnished at cost.

13. Notice of Award

Within ten (10) days after notice of award, the Contractor must submit to the Director of the Office of Management & Budget, Division of Purchase: the Performance bond (see 00600); Certificate of Comprehensive Insurance; copies of Owner's Protective Liability Insurance policy; and DBE Participation Plan (– See Section 200 subsection 19, "Disadvantaged Business Enterprise (DBE) Requirements").

In order to execute the Contract, the successful Bidder shall sign (execute) the necessary Agreements for entering into the contract and return such signed Contract to the Owner, along with the full executed surety bonds specified in Section 200-06 SECURITY FOR FAITHFUL PERFORMANCE, within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder. If the Contract is mailed, special handling is recommended. In case of failure or refusal on the part of the Bidder to deliver the documents set forth in the first paragraph of Section 13 to the Director of the Office of Management & Budget, Division of Purchase within the ten (10) day period herein mentioned, the amount of the deposit will be forfeited and paid to the City of Syracuse.

14. Substitution of Equal Items

Whenever these Specifications mention an Item by name, and use specified descriptions of same as reference thereto, it is intended to convey to the Bidder an understanding of the standard excellence required. Items of equal type, quality, and approximate size which conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and appearance and to perform the required function in accordance with these specifications may be substituted. The City Engineer shall have final approval of whether a substitute item is equal to the item as specified.

15. Approval of Contract

The work described herein is being funded, in part, through Federal and New York State Aid. This contract is being awarded by the City of Syracuse subject to the approval of the New York State Department of Transportation.

Upon receipt of the Contract and Contract bond or bonds that have been executed by the successful Bidder, the Owner shall complete the execution of the Contract in accordance with local laws or ordinances, and return fully executed Contract to the Contractor.

16. Cancellation of Award

The Owner reserves the right to cancel the award without liability to the Bidder, except return of proposal guaranty, at any time before a Contract has been fully executed by all parties and its approved by the Owner in accordance with Section 200-15 APPROVAL OF CONTRACT.

17. Sales Tax Exemption

The Owner is exempt from the payment of Sales and Compensating Use Taxes of the State of New York and of cities and counties on all materials and supplies sold to the Owner pursuant to the provisions of this Contract. These taxes are not included in bids. This exemption does not, however, apply to tools, machinery, equipment, or other property leased by or to the Contractor or a Subcontractor, to materials and supplies of a kind which will not be incorporated into the completed project, and the Contractor and his Subcontractors shall be responsible for and pay any and all applicable taxes including Sales and Compensating Use Taxes on such leased tools, machinery, equipment, or property or on such incorporated materials and supplies, and provisions set forth below will not be applicable to such tools, machinery, equipment, property, and unincorporated materials and supplies.

The Contractor agrees to sell, free of encumbrances, and the Owner agrees to purchase all of the materials and supplies (except as above set forth) required, necessary or proper for or incidental to the construction of the Project covered by this agreement. Title to all materials and supplies to be sold by the Contractor to the Owner, pursuant to provisions of the contract, shall immediately vest in and become the sole property of the Owner upon delivery of such materials and supplies to the Project site. The Contractor shall mark or otherwise identify all such materials and supplies as the property of the Owner. The Contractor, at the request of the Owner, shall furnish to the Owner such confirmatory bills of sale and other instruments as may be required by it, properly executed, acknowledged and delivered, confirming to the Owner, title to such materials and supplies free of encumbrances.

In the event that after title has passed to the Owner any such materials and supplies are rejected as being defective or otherwise unsatisfactory, title to such materials and supplies shall upon rejection revert in the Contractor.

The sum paid under this Agreement shall be deemed to be in full consideration for the performance by the Contractor of all his duties and obligations under this Agreement in connection with said sale.

The Contractor agrees to construct the Project and to furnish and perform all work and labor required, necessary or proper for or incidental thereto, except that the materials and supplies sold to the Owner under the preceding paragraph shall be furnished by the Owner to the Contractor for use in performance of said work and labor, and sum paid pursuant to this Agreement shall be deemed to be in full consideration for the performances by the Contractor of all his duties and obligations under this Agreement in connection with said work and labor.

The purchase by the Contractor of the materials and supplies sold hereunder will be a purchase or procurement for resale to the Owner (an organization described in Subdivision (A) of Section 1116 of Tax Law of the State of New York) and therefore not subject to the New York State Sales or Compensating Use or any such taxes of cities or counties. The sale of such materials and supplies by the Contractor to the Owner will not be subject to the aforesaid Sales and Compensating Use Taxes.

The purchase by Subcontractors of materials and supplies to be sold hereunder will also be a purchase or procurement for resale to the Contractor (either directly or through other Subcontractors), and ultimately to the Owner, and therefore not subject to the aforesaid Sales and Compensating Use Taxes, provided that the Subcontract Agreements provide for the resale of such materials and supplies prior to and separate and apart from the incorporation of such materials and supplies into the permanent construction and that such Subcontract Agreements are in a form similar to this Contract with respect to separation of the sale of materials and supplies from the work and labor to be provided.

If as a result of such sale of materials and supplies (1) any claim is made against the Contractor or any Subcontractor by the State of New York or any city or county for Sales and Compensating Use Taxes on the aforementioned materials and supplies or (2) any claim is made against the Contractor or any Subcontractor by a material man or a Subcontractor on account of a claim against such material man or Subcontractor by the State of New York or any city or county for Sales or Compensating Use Taxes on the above mentioned materials and supplies, then, if the Contractor and Subcontractor have complied with the provisions of this Contract relating thereto, the

Owner will reimburse the contractor or any Subcontractor, as the case may be, for an amount equal to the amount of such tax required to be paid in accordance with the requirements of law, provided that:

- A.
 1. The Subcontract Agreements in connection with this Contract, provide for the resale of such materials and supplies, prior to and separate and apart from the incorporation of such materials and supplies into the permanent construction.
 2. Such Subcontract Agreements are in a form similar to this Contract with respect to the separation of the sale of materials and supplies from the other work and labor to be provided, and
 3. Such separation is actually followed in practice, including the separation of payments for material and supplies from the payments for other work and labor, and
- B. The Contractor and his Subcontractors and materialmen complete New York State Tax Form ST120.1 (Contractor Exempt Purchase Certificate), and furnish such certificate to all persons, firms, or corporations from which they purchase materials and supplies for the performance of the work covered by this Contract, and
- C. Contractor and all Subcontractors maintain and keep, for a period of six (6) years after the date of final payment for the sale, or, if a claim for Sales or Compensating Use Tax is pending or threatened at the end of such six (6) year period, until such claim is finally settled, records, which in the judgment of the Department of Taxation and Finance, adequately show (1) all materials and supplies purchased by them for resale, pursuant to the provision of this Contract and (2) all materials and supplies sold to the Owner pursuant to this Contract, and
- D. The Owner is afforded the opportunity, before any payment of tax is made, to contest said claim in the manner and to the extent that the Owner may choose and to settle or satisfy said claims, and such attorney as the Owner may designate is authorized to act for the purpose of contesting, settling and satisfying said claim, and
- E. Contractor and Subcontractor give immediate notice to the Owner of any such claim, cooperate with the Owner and its designated attorney in contesting said claim and furnish promptly to the Owner and said attorney all information and documents necessary or convenient for contesting such claim, said information and documents to be preserved for six (6) years after date of final payment for sale, or if such a claim is pending or threatened at the end of such six (6) years, until such claim is finally settled. If the Owner elects to contest any such claim, it will bear the expense of such contest.

Nothing in this Article is intended or shall be construed as relieving the Contractor from his obligations under this Agreement and the Contractor shall have the full continuing responsibility to install the materials and supplies purchased in accordance with the provisions of this Contract, to protect the same, to maintain them in proper condition and to forthwith repair, replace and make good any damage thereto without cost to the Owner until such time as the work covered by the Contract is fully accepted by the Owner.

18. Information for Bidders

The following information is available to Bidders for review to assist in the preparation of bids:

- 1) CONR 9

19. Special Notes

a) Wage Rates

The Contractor and Subcontractors are required to compensate their employees consistent with Prevailing Wage rates AND Davis – Bacon Wage rates. Should there be a conflict between these wage rates, the higher of the two shall apply.

b) Disadvantaged Business Enterprise (DBE) Requirements

Within ten (10) days after notice of award, the Contractor must submit to the Contract Compliance Supervisor a DBE Plan in accordance with requirements provided herein. In executing the contract or bid documents, the Bidder declares that he/she subscribes to the DBE goal of 5 %, and will make good faith efforts to meet or exceed the DBE contract goal. This goal remains in effect throughout the life of the contract. If the contract is awarded with DBE participation that is less than the contract goal, the prime Contractor is required to continue good faith efforts throughout the life of this contract in order to increase the DBE participation to meet or exceed the contract goal.

Because this project is funded through the Federal Highway Administration and the New York State Department of Transportation, the Bidder is required to make a good faith effort to meet the DBE goal by first pursuing firms certified by the New York State Department of Transportation (NYSDOT).

1) New York State Department of Transportation DBE Requirements

The Owner has established a utilization goal for DBEs that is expressed as a percentage of the total contract price. The goal remains in effect throughout the life of the contract. The Bidder shall meet the DBE goal by pursuing firms certified by the New York State Department of Transportation. A NYSDOT approved DBE eligible company listing can be obtained at: <http://biznet.nysucp.net/>.

In order to fulfill the DBE requirements set forth through the NYSDOT, the Contractor must submit to the Contract Compliance Supervisor the following: (1) Disadvantaged Business Enterprise Schedule of Utilization – Form AAP-19c, (2) DBE Utilization Worksheet Part I & Part II – Form AAPHC89, (3) DBE Subcontractor & Supplier Solicitation Log – Form AAP-10, and copies of all Solicitation envelopes that were returned as undeliverable (If Applicable), (4) copies of letters sent to prospective DBE subcontractors (If Applicable), and (5) copies of advertisements, i.e. Newspaper ads (If Applicable). If the DBE percentage goal has been met or exceeded, then the Contractor is required to submit only items (1) and (2) above. However, if DBE percentage goal has not been met or exceeded, then the Contractor is required to submit items (3), (4), and (5) in addition to items (1) and (2). The Bidder shall have the responsibility to ensure that all forms be appropriately signed and dated, as indicated, by the prime Contractor and Subcontractors. The Bidder shall also have the responsibility to submit Form AAPHC89 (Part I & Part II) for each DBE subcontractor. The Bidder is directed to Section 12-2.49 of Appendix A for more information and all requirements related to these DBE requirements.

H. Retention of Records.

The Contractor shall retain, and make available to the City upon request, for a period of three years subsequent to the completion of the contract all records relied upon for the compilation of each report. Appropriate legal action will be taken against a contractor that willfully makes false statements or that provides incorrect information.

I. Determination of Compliance or Non-Compliance.

Upon request of the Division of Contract Compliance & Minority Affairs after consulting with the Corporation Counsel shall determine whether the Contractor has failed to comply with any requirement of the Equal Opportunity Provisions of this contract.

The Division of Contract Compliance & Minority Affairs shall give notice to the Contractor of a proposed finding of non-compliance. The Contractor shall be afforded a hearing, upon ten (10) days notice, to show cause why a finding of non-compliance by the Division of Contract Compliance & Minority Affairs should not be entered.

J. Effect of Determination of Non-Compliance.

A determination of non-compliance by the Division of Contract Compliance & Minority Affairs shall constitute a finding by the City that the contractor breached the contract. The Division of Contract Compliance & Minority Affairs may impose appropriate remedies for non-compliance such as:

- (1) directing that part or all of the payments to the contractor be withheld until non-compliance is cured;
- (2) directing that the contract be terminated;
- (3) directing that the contractor be declared a non-responsible bidder on future contracting opportunities with the City;
- (4) any other remedy that the Division of Contract Compliance & Minority Affairs finds appropriate given the facts and circumstances of the particular case.

K. Equitable Business Opportunity Solution (EBO) Reporting

The NYSDOT/City approved civil rights reporting software is Equitable Business Opportunity Solution (EBO). The EBO software is a web-based system owned and maintained by the NYSDOT, and provided to the Contractor at no cost. The Contractor shall use the NYSDOT approved civil rights reporting software on all contracts. The Contractor shall submit complete, accurate, electronic data to the City for each month, not later than the 15th of the following month, using the NYSDOT approved civil rights reporting software. Data shall be current through the end of the last full payroll week for that month, or as otherwise approved by the Engineer to coordinate with contract payment submittals.

- End of Section -

**EAST BRIGHTON AVENUE 2R PAVING PROJECT
PIN 3756.80
SECTION 00300 – FORM OF PROPOSAL**

DO NOT DETACH - FILL IN - SIGN AND RETURN ENTIRE BOOK AS YOUR BID FORM OR PROPOSAL

For all work included for this:

**East Brighton Avenue 2R Paving Project
PIN 3756.80
Syracuse, New York**

SEND TO:

Director of the Office of Management & Budget, Division of Purchase
of the City of Syracuse, New York
213 City Hall
Syracuse, New York 13202

The undersigned hereby declare _____ that _____ the only person interested in this Bid; that it is made without any connection with any person making another Bid for the same contract; that the Bid is in all respects fair; and without collusion or fraud; and that no member of the Common Council or other office of the City of Syracuse, or any person in the employ of said City, is directly or indirectly interested in this Bid, or in the supplies or work to which it relates or in any portion of the profits thereof.

The undersigned also declare that _____ he _____ has _____ carefully examined the form of Contract and Specifications, and the drawings therein referred to on file in the office of the Director of the Office of Management & Budget, Division of Purchase, and will provide all necessary machinery, tools, apparatus, and other means of construction, and do all the work and furnish all the materials called for by said Contract and Specifications and the requirements under them of the City Engineer for the following sums to wit:

BID SHEET

Bidders shall fill in the bids in ink, in words and in figures:

For all labor, materials, equipment, supplies, and incidentals as necessary and required to complete the work of the **East Brighton Avenue 2R Paving Project, PIN 3756.80** , as prescribed by these specifications:

THE CITY RESERVES THE RIGHT TO AWARD THIS CONTRACT AS DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

EAST BRIGHTON AVENUE 2R PAVING PROJECT
CITY OF SYRACUSE, NEW YORK
PIN 3756.80

BIDDER'S NAME _____

			BROUGHT FORWARD			
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
201.06	1	CLEARING AND GRUBBING FOR PER LS				
203.02	10292	UNCLASSIFIED EXCAVATION AND DISPOSAL FOR PER CY				
203.03	307	EMBANKMENT IN PLACE FOR PER CY				
203.07	1169	SELECT GRANULAR FILL FOR PER CY				
204.01	20	CONTROLLED LOW STRENGTH MATERIAL (CLSM) FOR PER CY				
205.0201	1	SEGREGATION AND STORAGE OF CONTAMINATED SOIL FOR PER LS				
205.03	40	FIELD ORGANIC VAPOR MONITORING OF CONTAMINATED SOIL FOR PER HR				
			CARRY FORWARD			

EAST BRIGHTON AVENUE 2R PAVING PROJECT
CITY OF SYRACUSE, NEW YORK
PIN 3756.80

BIDDER'S NAME _____

			BROUGHT FORWARD			
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
205.0401	4	PETROLEUM CONTAMINATION PARAMETER ANALYSIS FOR PER EA				
205.0403	4	LABORATORY ANALYSIS FOR IGNITABILITY FOR PER EA				
205.0404	4	LABORATORY ANALYSIS FOR PH FOR PER EA				
205.0405	4	LABORATORY ANALYSIS FOR POLYCHLORINATED BIPHENYLS (PCB) FOR PER EA				
205.0406	4	LABORATORY ANALYSIS FOR TOTAL PETROLEUM HYDROCARBONS GASOLINE RANGE ORGANICS FOR PER EA				
205.0407	4	LABORATORY ANALYSIS FOR TOTAL PETROLEUM HYDROCARBONS DIESEL RANGE ORGANICS FOR PER EA				
205.050201	175	DISPOSAL OF CONTAMINATED NON-HAZARDOUS WASTE SOIL FOR PER TON				
			CARRY FORWARD			

EAST BRIGHTON AVENUE 2R PAVING PROJECT
CITY OF SYRACUSE, NEW YORK
PIN 3756.80

BIDDER'S NAME _____

			BROUGHT FORWARD			
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
206.0201	3627	TRENCH AND CULVERT EXCAVATION FOR PER CY				
206.03	501	CONDUIT EXCAVATION AND BACKFILL INCLUDING SURFACE RESTORATION FOR PER LF				
206.05	16	TEST PIT EXCAVATION FOR PER EA				
207.20	299	GEOTEXTILE BEDDING FOR PER SY				
207.21	8925	GEOTEXTILE SEPARATION FOR PER SY				
208.5401	1	STORMWATER TREATMENT SYSTEM SWTD - MAXIMUM TREATMENT FLOW RATE OVER 2.8 CFS UP TO 3.8 CFS FOR PER EA				
209.11010024	92	TEMPORARY CATCH BASIN INSERT FOR PER EA				
			CARRY FORWARD			

EAST BRIGHTON AVENUE 2R PAVING PROJECT
CITY OF SYRACUSE, NEW YORK
PIN 3756.80

BIDDER'S NAME _____

ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	BROUGHT FORWARD			
			UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
209.13	2631	SILT FENCE, TEMPORARY FOR PER LF				
209.1801	70	ROLLED EROSION CONTROL PRODUCT, CLASS 1 TYPE A, SHORT TERM FOR PER SY				
304.12	6878	SUBBASE COURSE, TYPE 2 FOR PER CY				
404.0001	590	PLANT PRODUCTION QUALITY ADJUSTMENT TO WMA ITEMS For NINETY DOLLARS AND NO CENTS PER QU	\$90	.00	\$53,100	.00
404.0002	590	PAVEMENT DENSITY QUALITY ADJUSTMENTS TO WMA ITEMS For NINETY DOLLARS AND NO CENTS PER QU	\$90	.00	\$53,100	.00
404.0003	90	LONGITUDINAL JOINT DENSITY QUALITY ADJUSTMENTS TO ASPHALT ITEMS For NINETY DOLLARS AND NO CENTS PER QU	\$90	.00	\$8,100	.00
404.0962	2485	9.5 F2 TOP COURSE WMA, 60 SERIES COMPACTION FOR PER TON				
			CARRY FORWARD			

EAST BRIGHTON AVENUE 2R PAVING PROJECT
CITY OF SYRACUSE, NEW YORK
PIN 3756.80

BIDDER'S NAME _____

ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	BROUGHT FORWARD			
			UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
404.1969	3612	19 F9 BINDER COURSE WMA, 60 SERIES COMPACTION FOR PER TON				
404.1989	2030	19 F9 BINDER COURSE WMA, 80 SERIES COMPACTION FOR PER TON				
404.2589	3075	25 F9 BASE COURSE WMA, 80 SERIES COMPACTION FOR PER TON				
407.0102	11520	DILUTED TACK COAT FOR PER GAL				
418.7603	30763	ASPHALT PAVEMENT JOINT ADHESIVE FOR PER LF				
420.50090304	59	TOP COURSE POROUS ASPHALT PAVEMENT F9 FOR PER TON				
490.10	24810	PRODUCTION COLD MILLING OF BITUMINOUS CONCRETE FOR PER SY				
			CARRY FORWARD			

EAST BRIGHTON AVENUE 2R PAVING PROJECT
CITY OF SYRACUSE, NEW YORK
PIN 3756.80

BIDDER'S NAME _____

			BROUGHT FORWARD			
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
490.30	4370	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE FOR PER SY				
552.17	26854	SHIELDS AND SHORING FOR PER SF				
603.77	6	CONCRETE COLLARS FOR PER EA				
603.9812	509	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN 12 INCH DIAMETER FOR PER LF				
603.9815	37	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN 15 INCH DIAMETER FOR PER LF				
603.9818	192	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN 18 INCH DIAMETER FOR PER LF				
603.9824	68	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN 24 INCH DIAMETER FOR PER LF				
			CARRY FORWARD			

EAST BRIGHTON AVENUE 2R PAVING PROJECT
CITY OF SYRACUSE, NEW YORK
PIN 3756.80

BIDDER'S NAME _____

ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	BROUGHT FORWARD			
			UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
603.9830	203	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN 30 INCH DIAMETER FOR PER LF				
603.9842	283	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN 42 INCH DIAMETER FOR PER LF				
603.99050002	11	CONCRETE PLUGS FOR SEWER PIPE FOR PER EA				
604.070301	84	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES FOR PER EA				
604.070302	16	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES FOR PER EA				
604.070303	3	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES FOR PER EA				
604.4048	16.1	ROUND PRECAST CONCRETE MANHOLE TYPE 48 FOR PER LF				
			CARRY FORWARD			

EAST BRIGHTON AVENUE 2R PAVING PROJECT
CITY OF SYRACUSE, NEW YORK
PIN 3756.80

BIDDER'S NAME _____

			BROUGHT FORWARD			
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
604.10	10	PREFABRICATED ADJUSTMENT RINGS FOR MANHOLES FOR PER EA				
604.11	28	PREFABRICATED ADJUSTMENT FRAMES FOR DRAINAGE STRUCTURES FOR PER EA				
604.301016	50.6	RECTANGULAR DRAINAGE STRUCTURE TYPE J FOR #16 WELDED FRAME FOR PER LF				
605.0901	639.7	UNDERDRAIN FILTER TYPE 1 FOR PER CY				
605.1701	6609	OPTIONAL UNDERDRAIN PIPE, 4 INCH DIAMETER FOR PER LF				
605.1702	1068	OPTIONAL UNDERDRAIN PIPE, 6 INCH DIAMETER FOR PER LF				
608.0101	916	CONCRETE SIDEWALKS AND DRIVEWAYS FOR PER CY				
			CARRY FORWARD			

EAST BRIGHTON AVENUE 2R PAVING PROJECT
CITY OF SYRACUSE, NEW YORK
PIN 3756.80

BIDDER'S NAME _____

			BROUGHT FORWARD			
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
608.020102	504	HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS, BICYCLE PATHS & VEGETATION CONTROL STRIPS FOR PER TON				
608.21000003	69.1	CAST IRON EMBEDDED DETECTABLE WARNING UNITS FOR PER SY				
609.0212	7640	STONE CURB, NEAR FACE VERTICAL (NVF) FOR PER LF				
609.15	100	RESETTING EXISTING CURB FOR PER LF				
610.10	27	COMPOST FOR PER CY				
610.1101	18	MULCH FOR PLANTING TYPE A, B & D - WOOD CHIPS AND SHREDDED BARK FOR PER CY				
610.14000011	90	STRUCTURAL SOIL MIX FOR PER CY				
			CARRY FORWARD			

EAST BRIGHTON AVENUE 2R PAVING PROJECT
CITY OF SYRACUSE, NEW YORK
PIN 3756.80

BIDDER'S NAME _____

			BROUGHT FORWARD			
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
610.1403	331	TOPSOIL - LAWNS FOR PER CY				
610.1404	32	TOPSOIL - SPECIAL PLANTING MIX FOR PER CY				
610.1605	3172	TURF ESTABLISHMENT - PERFORMANCE FOR PER SY				
610.18	1478	SODDING FOR PER SY				
610.19	36	WATERING VEGETATION (FOR PLANTINGS) FOR PER MGAL				
611.0442	119	PLANTING - DECIDUOUS SHRUBS - 2 FOOT HEIGHT/SPREAD CONTAINER OR BOX GROWN FOR PER EA				
614.0702	5	PRE-EXISTING STUMP REMOVAL OVER 24 INCH TO 48 INCH DIAMETER AT 6 INCHES ABOVE GRADE FOR PER EA				
			CARRY FORWARD			

EAST BRIGHTON AVENUE 2R PAVING PROJECT
CITY OF SYRACUSE, NEW YORK
PIN 3756.80

BIDDER'S NAME _____

ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	BROUGHT FORWARD			
			UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
619.01	1	BASIC WORK ZONE TRAFFIC CONTROL FOR PER LS				
619.04	50	TYPE III CONSTRUCTION BARRICADE FOR PER EA				
619.0901	37900	TEMPORARY PAVEMENT MARKINGS STRIPES (TRAFFIC PAINT) FOR PER LF				
619.100103	3406	INTERIM PAVEMENT MARKINGS, STRIPES (REMOVABLE TAPE) FOR PER LF				
619.111122	5	(PVMS) STANDARD SIZE - LINE OR CHARACTER MATRIX (LED) RADAR, CELLULAR COMMUNICATIONS FOR PER EA				
619.1613	36	MAINTAIN TRAFFIC SIGNAL EQUIPMENT (REQUIREMENT C) FOR PER INTM				
619.27	11	MAILBOXES FOR PER EA				
			CARRY FORWARD			

EAST BRIGHTON AVENUE 2R PAVING PROJECT
CITY OF SYRACUSE, NEW YORK
PIN 3756.80

BIDDER'S NAME _____

			BROUGHT FORWARD			
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
620.03	100	STONE FILLING (LIGHT) FOR PER CY				
621.03	70	CLEANING CLOSED DRAINAGE SYSTEMS FOR PER LF				
621.04	5	CLEANING DRAINAGE STRUCTURES FOR PER EA				
623.12	255	CRUSHED STONE (IN-PLACE MEASURE) FOR PER CY				
625.01	1	SURVEY OPERATIONS FOR PER LS				
625.110001	1	SURVEY GRADE GPS INSPECTION UNIT FOR PER EA				
627.50140008	11564	CUTTING PAVEMENT FOR PER LF				
			CARRY FORWARD			

EAST BRIGHTON AVENUE 2R PAVING PROJECT
CITY OF SYRACUSE, NEW YORK
PIN 3756.80

BIDDER'S NAME _____

			BROUGHT FORWARD			
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
637.12	12	ENGINEERS FIELD OFFICE - TYPE 2 FOR PER MNTH				
637.34	5000	OFFICE TECHNOLOGY AND SUPPLIES For ONE DOLLAR AND NO CENTS PER DC		\$1.00	\$5,000.00	
645.5101	97.5	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 32 SF, WITHOUT Z-BARS FOR PER SF				
645.5102	331.1	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 32 SF, WITH Z-BARS FOR PER SF				
645.52010110	46.5	GROUND-MOUNTED SIGN PANELS WITH HIGH VISIBILITY SHEETING AND NON-RETROREFLECTIVE SHEETING WITHOUT Z-BARS FOR PER SF				
645.61	226	OVERHEAD SIGN PANELS FOR PER SF				
645.81	107	TYPE A SIGN POSTS FOR PER EA				
			CARRY FORWARD			

EAST BRIGHTON AVENUE 2R PAVING PROJECT
CITY OF SYRACUSE, NEW YORK
PIN 3756.80

BIDDER'S NAME _____

			BROUGHT FORWARD			
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
645.85	2	POLE MOUNTED SIGN SUPPORT SYSTEM (BAND MOUNTED) FOR PER EA				
647.21	2	REMOVAL OF SINGLE SPAN OVERHEAD SIGN PANEL(S), STRUCTURE,AND FOUNDATIONS FOR PER EA				
647.31	16	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SF) FOR PER EA				
647.51	85	REMOVE AND DISPOSE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SF) FOR PER EA				
647.61	58	REMOVE AND DISPOSE SIGNS, GROUND MOUNTED TYPE A SIGN SUPPORTS AND FOUNDATIONS - SIZE I (UNDER 30 SF) FOR PER EA				
655.0400006	51	FURNISH AND INSTALL GRATES IN EXISTING FRAMES FOR PER EA				
655.1116	28	WELDED FRAME AND RETICULINE GRATE 16 FOR PER EA				
			CARRY FORWARD			

EAST BRIGHTON AVENUE 2R PAVING PROJECT
CITY OF SYRACUSE, NEW YORK
PIN 3756.80

BIDDER'S NAME _____

			BROUGHT FORWARD			
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
655.1202	7	MANHOLE FRAME AND COVER FOR PER EA				
662.60000108	1000	FURNISHING ELECTRICAL SERVICE For ONE DOLLAR AND NO CENTS PER DC		\$1.00	\$1,000.00	
662.60000208	1000	FURNISHING ELECTRICAL SERVICE For ONE DOLLAR AND NO CENTS PER DC		\$1.00	\$1,000.00	
662.60000308	1000	FURNISHING ELECTRICAL SERVICE For ONE DOLLAR AND NO CENTS PER DC		\$1.00	\$1,000.00	
662.60000408	1000	FURNISHING ELECTRICAL SERVICE For ONE DOLLAR AND NO CENTS PER DC		\$1.00	\$1,000.00	
663.0106	108	DUCTILE IRON CEMENT LINED WATER PIPE, 6" FOR PER LF				
663.1006	3	RESILIENT WEDGE VALVE & VALVE BOX 6" FOR PER EA				
			CARRY FORWARD			

EAST BRIGHTON AVENUE 2R PAVING PROJECT
CITY OF SYRACUSE, NEW YORK
PIN 3756.80

BIDDER'S NAME _____

			BROUGHT FORWARD			
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
663.13000010	10	INSTALL FIRE HYDRANT FOR PER EA				
663.2001	330	IRON WATERMAIN FITTINGS FOR PER LB				
663.31	3	RELOCATE EXISTING HYDRANT FOR PER EA				
663.33	58	ADJUST EXISTING VALVE BOX ELEVATION FOR PER EA				
663.51000004	1	FURNISH AND INSTALL NEW WATER VALVE BOX FOR PER EA				
663.52000004	4	REMOVE EXISTING WATER VALVE BOX FOR PER EA				
670.0108	3	FOUNDATION FOR LIGHT STANDARDS, 8 FEET LONG FOR PER EA				
			CARRY FORWARD			

EAST BRIGHTON AVENUE 2R PAVING PROJECT
CITY OF SYRACUSE, NEW YORK
PIN 3756.80

BIDDER'S NAME _____

			BROUGHT FORWARD			
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
670.01101202	1	LED HIGHWAY LUMINAIRE - 10-135 WATTS, TYPE III DISTRIBUTION, GRAY FOR PER EA				
670.01112202	2	LED HIGHWAY LUMINAIRE - 136-180 WATTS, TYPE IV DISTRIBUTION, GRAY FOR PER EA				
670.1530	3	ALUMINUM LIGHT STANDARDS FOR SINGLE DAVIT ARM, 30 FEET MOUNTING HEIGHT FOR PER EA				
670.1715	3	ALUMINUM DAVIT ARM, 15 FEET LONG FOR PER EA				
670.2602	31	RIGID PLASTIC CONDUIT, 2" FOR PER LF				
670.3001	3	PULLBOXES LESS THAN 5 CUBIC FEET, INSIDE VOLUME (LIGHTING) FOR PER EA				
670.7004	62	SINGLE CONDUCTOR CABLE, NUMBER 6 GAGE FOR PER LF				
			CARRY FORWARD			

EAST BRIGHTON AVENUE 2R PAVING PROJECT
CITY OF SYRACUSE, NEW YORK
PIN 3756.80

BIDDER'S NAME _____

			BROUGHT FORWARD			
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
670.7501	31	GROUND WIRE NO. 6 AWG FOR PER LF				
670.80	3	REMOVE AND STORE LAMPPOST ASSEMBLY FOR PER EA				
680.05010007	5	360 DEGREE CAMERA VIDEO DETECTION SYSTEM FOR PER EA				
680.5001	53	POLE EXCAVATION AND CONCRETE FOUNDATION FOR PER CY				
680.50500005	3	REMOVE POLE FOUNDATIONS FOR PER LF				
680.510301	13	PULLBOX-CIRCULAR, 24 INCH DIAMETER, REINFORCED CONCRETE FOR PER EA				
680.510401	4	PULLBOX-CIRCULAR, 30 INCH DIAMETER, REINFORCED CONCRETE FOR PER EA				
			CARRY FORWARD			

EAST BRIGHTON AVENUE 2R PAVING PROJECT
CITY OF SYRACUSE, NEW YORK
PIN 3756.80

BIDDER'S NAME _____

			BROUGHT FORWARD			
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
680.520706	185	TRAFFIC SIGNAL CONDUIT, RIGID PLASTIC, CLASS 1 OR 2, 2" FOR PER LF				
680.520708	1100	TRAFFIC SIGNAL CONDUIT, RIGID PLASTIC, CLASS 1 OR 2, 3" FOR PER LF				
680.53	790	CONDUIT JACKING OR BORING FOR PER LF				
680.621840	1	TRAFFIC SIGNAL POLE, MAST ARM, 18 FEET MOUNTING HEIGHT, 40 FEET ARM LENGTH FOR PER EA				
680.621932	1	TRAFFIC SIGNAL POLE, MAST ARM, 19 FEET MOUNTING HEIGHT, 32 FEET ARM LENGTH FOR PER EA				
680.621936	1	TRAFFIC SIGNAL POLE, MAST ARM, 19 FEET MOUNTING HEIGHT, 36 FEET ARM LENGTH FOR PER EA				
680.621940	1	TRAFFIC SIGNAL POLE, MAST ARM, 19 FEET MOUNTING HEIGHT, 40 FEET ARM LENGTH FOR PER EA				
			CARRY FORWARD			

EAST BRIGHTON AVENUE 2R PAVING PROJECT
CITY OF SYRACUSE, NEW YORK
PIN 3756.80

BIDDER'S NAME _____

			BROUGHT FORWARD			
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
680.621942	2	TRAFFIC SIGNAL POLE, MAST ARM, 19 FEET MOUNTING HEIGHT, 42 FEET ARM LENGTH FOR PER EA				
680.622024	1	TRAFFIC SIGNAL POLE, MAST ARM, 20 FEET MOUNTING HEIGHT, 24 FEET ARM LENGTH FOR PER EA				
680.622034	1	TRAFFIC SIGNAL POLE, MAST ARM, 20 FEET MOUNTING HEIGHT, 34 FEET ARM LENGTH FOR PER EA				
680.622156	1	TRAFFIC SIGNAL POLE, MAST ARM, 21 FEET MOUNTING HEIGHT, 56 FEET ARM LENGTH FOR PER EA				
680.631944	1	TRAFFIC SIGNAL POLE, DUAL MAST ARM, 19 FEET MOUNTING HEIGHT, 44 FEET ARM LENGTH FOR PER EA				
680.631946	1	TRAFFIC SIGNAL POLE, DUAL MAST ARM, 19 FEET MOUNTING HEIGHT, 46 FEET ARM LENGTH FOR PER EA				
680.631948	1	TRAFFIC SIGNAL POLE, DUAL MAST ARM, 19 FEET MOUNTING HEIGHT, 48 FEET ARM LENGTH FOR PER EA				
			CARRY FORWARD			

EAST BRIGHTON AVENUE 2R PAVING PROJECT
CITY OF SYRACUSE, NEW YORK
PIN 3756.80

BIDDER'S NAME _____

			BROUGHT FORWARD			
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
680.681001	14	PEDESTRIAN SIGNAL POLE-BRACKET MOUNT 10 FEET OVERALL POLE HEIGHT STEEL FOR PER EA				
680.700604	4	RISER ASSEMBLY, 1 1/2" DIAMETER FOR PER EA				
680.730514	4000	SIGNAL CABLE 5 CONDUCTORS, 14 AWG FOR PER LF				
680.730714	2560	SIGNAL CABLE 7 CONDUCTORS, 14 AWG FOR PER LF				
680.77001005	1	MODIFY TRAFFIC SIGNAL INSTALLATION LOCATION 1 FOR PER ELOC				
680.79001005	1	REMOVE TRAFFIC SIGNAL INSTALLATION LOCATION 1 FOR PER ELOC				
680.79002005	1	REMOVE TRAFFIC SIGNAL INSTALLATION LOCATION 2 FOR PER ELOC				
			CARRY FORWARD			

EAST BRIGHTON AVENUE 2R PAVING PROJECT
CITY OF SYRACUSE, NEW YORK
PIN 3756.80

BIDDER'S NAME _____

			BROUGHT FORWARD			
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
680.79003005	1	REMOVE TRAFFIC SIGNAL INSTALLATION LOCATION 3 FOR PER ELOC				
680.79004005	1	REMOVE TRAFFIC SIGNAL INSTALLATION LOCATION 4 FOR PER ELOC				
680.79005005	1	REMOVE TRAFFIC SIGNAL INSTALLATION LOCATION 5 FOR PER ELOC				
680.80370501	4	CONTROLLER AND CABINET 4 THROUGH 8 PHASE FULL TRAFFICACTUATED (NEMA) FOR PER EA				
680.810101	29	TRAFFIC SIGNAL MODULE - 12 INCH, RED BALL, LED FOR PER EA				
680.810102	3	TRAFFIC SIGNAL MODULE - 12 INCH, RED ARROW, LED FOR PER EA				
680.810103	29	TRAFFIC SIGNAL MODULE - 12 INCH, YELLOW BALL, LED FOR PER EA				
			CARRY FORWARD			

EAST BRIGHTON AVENUE 2R PAVING PROJECT
CITY OF SYRACUSE, NEW YORK
PIN 3756.80

BIDDER'S NAME _____

			BROUGHT FORWARD			
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
680.810104	9	TRAFFIC SIGNAL MODULE - 12 INCH, YELLOW ARROW, LED FOR PER EA				
680.810105	29	TRAFFIC SIGNAL MODULE - 12 INCH, GREEN BALL, LED FOR PER EA				
680.810106	7	TRAFFIC SIGNAL MODULE - 12 INCH GREEN ARROW, LED FOR PER EA				
680.810601	106	TRAFFIC SIGNAL SECTION - POLYCARBONATE, TYPE I, 12 INCH FOR PER EA				
680.81230008	32	TRAFFIC SIGNAL BRACKET ASSEMBLY-1 WAY MAST ARM MOUNT (CABLE TYPE) FOR PER EA				
680.813105	26	PEDESTRIAN SIGNAL MODULE - 12 INCH BI-MODAL,HAND/MAN SYMBOLS LED FOR PER EA				
680.813106	52	PEDESTRIAN SIGNAL SECTION - POLYCARBONATE, TYPE I, 12 INCH FOR PER EA				
			CARRY FORWARD			

EAST BRIGHTON AVENUE 2R PAVING PROJECT
CITY OF SYRACUSE, NEW YORK
PIN 3756.80

BIDDER'S NAME _____

			BROUGHT FORWARD			
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
680.8141	26	PEDESTRIAN SIGNAL BRACKET MOUNT ASSEMBLY FOR PER EA				
680.8151	25	ACCESIBLE PEDESTRIAN SIGNAL (APS) FOR PER EA				
680.8152	1	ACCESIBLE PEDESTRIAN SIGNAL (APS) W/ POST FOR PER EA				
680.815001	26	PEDESTRIAN COUNTDOWN TIMER MODULE FOR PER EA				
680.81990003	32	TRAFFIC SIGNAL BACK PLATES WITH YELLOW REFLECTIVE TAPE FOR PER EA				
680.8205	19	OVERHEAD SIGN ASSEMBLY, TYPE E FOR PER EA				
680.8223	14	BREAKAWAY TRANSFORMER BASE FOR PER EA				
			CARRY FORWARD			

EAST BRIGHTON AVENUE 2R PAVING PROJECT
CITY OF SYRACUSE, NEW YORK
PIN 3756.80

BIDDER'S NAME _____

			BROUGHT FORWARD			
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
680.82501009	4	PREEMPT SYSTEM OPTICAL DETECTOR - SINGLE CHANNEL, ONE DIRECTION (MAST ARM) FOR PER EA				
680.82505009	3	PREEMPT SYSTEM OPTICAL DETECTOR - DUAL CHANNEL, TWO DIRECTION (MAST ARM) FOR PER EA				
680.82516009	4	PREEMPT SYSTEM - TYPE 3 PHASE SELECTOR - 4 CHANNELS FOR PER EA				
680.82540009	660	PREEMPT SYSTEM - DETECTOR CABLE - SHIELDED, 3 CONDUCTOR WITH STRANDED GROUND, AWG #20 FOR PER LF				
680.90920001	4	ELECTRIC METER SOCKET, 100 AMPERES, SNG PHASE, 120 VOLTS FOR TRAF SIGNAL LIGHT CIRCUITS (NIAGARA MOHAWK) FOR PER EA				
680.9499	4	INSTALL ELECTRICAL DISCONNECT/GENERATOR TRANSFER SWITCH FOR PER EA				
680.950106	360	ELECTRICAL SERVICE CABLE 1 WIRE 6 GAUGE FOR PER LF				
			CARRY FORWARD			

EAST BRIGHTON AVENUE 2R PAVING PROJECT
CITY OF SYRACUSE, NEW YORK
PIN 3756.80

BIDDER'S NAME _____

			BROUGHT FORWARD			
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
685.1102	2147	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS FOR PER LF				
685.1202	12534	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS FOR PER LF				
685.3104	14543	WHITE EPOXY REFLECTORIZED PAVEMENT SPECIAL STRIPES -20 MIL PORTABLE/HAND APPLICATION FOR PER LF				
685.3204	1418	YELLOW EPOXY REFLECTORIZED PAVEMENT SPECIAL STRIPES -20 MIL PORTABLE/HAND APPLICATION FOR PER LF				
685.3304	32	WHITE EPOXY REFLECTORIZED PAVEMENT LETTERS - 20 MILS PORTABLE/HAND APPLICATION FOR PER EA				
685.3404	98	WHITE EPOXY REFLECTORIZED PAVEMENT SYMBOLS - 20 MILS PORTABLE/HAND APPLICATION FOR PER EA				
691.04000020	25400	TRAINING REQUIREMENTS For ONE DOLLAR AND NO CENTS PER DC				
			\$1	.00	\$25,400	.00
			CARRY FORWARD			

BIDDER'S NAME _____

EAST BRIGHTON AVENUE 2R PAVING PROJECT
CITY OF SYRACUSE, NEW YORK
PIN 3756.80

			BROUGHT FORWARD			
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
697.03	415000	FIELD CHANGE PAYMENT <i>For ONE DOLLAR AND NO CENTS PER DC</i>		\$1 .00	\$415,000	.00
698.04	18800	ASPHALT PRICE ADJUSTMENT <i>For ONE DOLLAR AND NO CENTS PER DC</i>		\$1 .00	\$18,800	.00
698.05	14500	FUEL PRICE ADJUSTMENT <i>For ONE DOLLAR AND NO CENTS PER DC</i>		\$1 .00	\$14,500	.00
698.06	100	STEEL/IRON PRICE ADJUSTMENT <i>For ONE DOLLAR AND NO CENTS PER DC</i>		\$1 .00	\$100	.00
XXXXXXXX	XXXXXXXX	XX <i>FOR PER</i>	XXXXXXXX	XXX	XXXXXXXX	XXX
XXXXXXXX	XXXXXXXX	XX <i>FOR PER</i>	XXXXXXXX	XXX	XXXXXXXX	XXX
XXXXXXXX	XXXXXXXX	XX <i>FOR PER</i>	XXXXXXXX	XXX	XXXXXXXX	XXX
			CARRY FORWARD			

EAST BRIGHTON AVENUE 2R PAVING PROJECT
CITY OF SYRACUSE, NEW YORK
PIN 3756.80

BIDDER'S NAME _____

			BROUGHT FORWARD			
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
SUBTOTAL \$						
699.040001	NEC	MOBILIZATION, MUST NOT EXCEED 4.00 % OF SUBTOTAL SHOWN ABOVE. SEE SPECIFICATION FOR THIS ITEM. FOR PER LUMP SUM				
PLEASE BE <u>SURE</u> BID IS ENTERED FOR EACH ITEM, EXCEPT AS DIRECTED FOR OPTIONAL ITEMS.						
TOTAL OR GROSS SUM WRITTEN IN WORDS _____			\$ _____			

EACH PROPOSAL MUST BE ACCOMPANIED BY CASH, CERTIFIED CHECK OR BID BOND PAYABLE TO THE ORDER OF THE "CITY OF SYRACUSE"
IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE GROSS SUM BID.

**EAST BRIGHTON AVENUE 2R PAVING PROJECT
PIN 3756.80
SECTION 00300 – FORM OF PROPOSAL**

MATERIAL LIST

Upon notice of award, Bidders shall fill in the following list giving manufacturer and catalog numbers. If the material offered is not as specified, Bidder shall submit sufficient catalog and specification data so that an intelligent comparison can be made for the purpose of recommending awards. If Bidder does not fill in the material list, it will be construed to mean that Bidder will furnish material exactly as specified.

ITEM	MANUFACTURER	PLATE AND/OR CATALOG NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

REFERENCES

Bidders shall list the nearest installation of similar work and/or material.

Project	Location	Date Completed
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: The materials list shall be submitted to the City Engineer within 48 hours of notice of award.

EAST BRIGHTON AVENUE 2R PAVING PROJECT
PIN 3756.80
SECTION 00300 – FORM OF PROPOSAL

SUBCONTRACTORS

Subcontractor Name and Title of Signer	Signature and Date
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

NOTE: The Subcontractors list shall be submitted to the City Engineer within 48 hours of notice of award.

The undersigned also declare _____. That in submitting _____ bid _____ he _____ ha _____ incorporated the name of the manufacturers, plate and catalog numbers of the various articles described in these Specifications, and _____ submit the following list of names of persons, firms or corporations, the fixtures, appliances, and equipment, manufactured by one of three of whom _____ proposes to use for the branch of the work in question, subject to the approval of the City Engineer as provided in the contract, and _____ agree that no change shall be made in this list after the acceptance by the City Engineer of the proposal except with the written authority of the Engineer in every case.

And _____ will commence to work or to furnish materials and supplies at once after signing the contract and will progress therewith to its completion, as per Section 200-07 START OF WORK and Section 200-08 TIME FOR COMPLETION and in accordance with the terms of the contract.

Accompanying this proposal is a certified check or bid bond for 5% of the total amount of the bid, payable to the Order of the Commissioner of Finance of the City of Syracuse, which shall become the property of the City of Syracuse, if, in case this proposal shall be accepted by said City, the undersigned shall fail to execute a contract with and give a bond to said City according to the requirements of Section 200 INFORMATION FOR BIDDERS within the time provided for by said Section, otherwise the said deposit is to be returned to the undersigned.

This Contract is to be let subject to a Financial Assistance Contract between the City of Syracuse and the State of New York and is subject to the written approval of the New York State Department of Transportation.

EAST BRIGHTON AVENUE 2R PAVING PROJECT
PIN 3756.80
SECTION 00300 – FORM OF PROPOSAL

ADDENDA RECEIPT

Receipt of the following Addenda is acknowledged:

ADDENDUM NO. _____ Dated _____

ADDENDUM NO. _____ Dated _____

ADDENDUM NO. _____ Dated _____

(Firm or Corporation making bid)

(Signature of authorized person)

P.O. Box Address _____

Street & City Address: _____

Dated _____

Telephone #: _____

Fax #: _____

E-mail: _____

The full names and residences of all persons interested in this bid as principals are as follows:

Bidders must fill out the above complete.

EAST BRIGHTON AVENUE 2R PAVING PROJECT
PIN 3756.80
SECTION 00300 – FORM OF PROPOSAL

CITY OF SYRACUSE
NON-COLLUSIVE BIDDING CERTIFICATION
SEC. 103-d GENERAL MUNICIPAL LAW, AS AMENDED

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

1. The prices in 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 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 purpose of restricting competition.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

I also acknowledge notice that a false statement made in the foregoing is punishable under Article 20 of the Penal Law.

SIGN HERE Contractor's Signature _____

Date: _____

EAST BRIGHTON AVENUE 2R PAVING PROJECT
PIN 3756.80
SECTION 00300 – FORM OF PROPOSAL

NON-DISCRIMINATION STATEMENT

“During the performance of this contract, the Contractor or Vendor agree:

- A. That he/she/it will not discriminate against employee or applicant for employment because of race, religion, age, color, sex, or national origin.
- B. That he/she/it will not discriminate against any employee or applicant for employment on the basis of sexual or affectional preference or orientation.
- C. That he/she/it will cooperate with the Human Rights Commission of Syracuse and Onondaga County in implementing the Fair Employment Program adopted pursuant to Ordinance #302, adopted by the Common Council on May 21, 1973, a copy of which is on file in the office of the City Clerk.
- D. That he/she/it will provide to said Commission relevant information or reports required under said ordinance or administrative regulations adopted pursuant thereto.”

CONTRACTOR'S SIGNATURE _____

Date: _____

(CITY OF SYRACUSE)

EAST BRIGHTON AVENUE 2R PAVING PROJECT
PIN 3756.80
SECTION 00300 – FORM OF PROPOSAL

DISCLOSURE STATEMENT

The Common Council by Ordinance No. 514 on September 24, 1973 requires information from all persons, partnerships, corporation, trusts and associations transacting business with the City of Syracuse relative to any proposed business transaction including but not limited to land purchase, construction, purchase and lease agreement.

To obtain said information the Division of Purchase of the City of Syracuse requests that you provide the appropriate information by filling out the form below which applies to you.

VENDORS

PERSON

(Full Name)

(Business Address)

(Telephone Number)

(Fax Number)

PARTNERSHIP

(Name of Each Partner)

(Assumed Name)

(Where Assumed Name Certificate Was Filed)

(Business Address)

(Telephone Number)

(Fax Number)

EAST BRIGHTON AVENUE 2R PAVING PROJECT
PIN 3756.80
SECTION 00300 – FORM OF PROPOSAL

FOREIGN OR DOMESTIC CORPORATION

Foreign Corp.

Domestic Corp.

Yes ____ No ____

Yes ____ No

If Foreign, State of Incorporation _____

Officers of Corporation:

President _____

Vice President _____

Secretary _____

Treasurer _____

List other if any _____

Address: _____

(Telephone Number)

(Fax Number)

List of directors names and addresses

Name of Stockholders in privately owned and operated corporation:

Name

Address

Number of Shares

EAST BRIGHTON AVENUE 2R PAVING PROJECT
PIN 3756.80
SECTION 00300 – FORM OF PROPOSAL

Total number of shares issued by aforementioned corporation: _____

TRUST

ASSOCIATION

The Ordinance specifically provides that a corporation required to file reports with the Security Exchange Commission need not provide such information.

(CITY OF SYRACUSE)

EAST BRIGHTON AVENUE 2R PAVING PROJECT
PIN 3756.80
SECTION 00300 – FORM OF PROPOSAL

LABOR AFFIDAVITS

NEW YORK STATE LAWS OF 1988

- A.** The following outlines the certification and reporting procedures required by the Office of the State Comptroller to implement Chapter 698, Laws of 1988 (Labor Affidavits) for all public improvement contracts let (bid opening date) after March 1, 1989.
- 1.** The prime contractor must provide each subcontractor with a copy of the schedule of wages and supplements specified in the contract before the Subcontractor's work is started.
 - 2.** The prime contractor must immediately obtain the subcontractor's certification. Such certification must be maintained by the prime contractor until the final payment is requested. The prime Contractor's and subcontractor's certification forms are on the following three (3) pages.
 - 3.** If revised schedules of wages and supplements are issued, the prime Contractor must provide each Subcontractor with such revised schedules and obtain a revised Subcontractor's certification.
 - 4.** The prime Contractor must submit a labor affidavit in support of the payment of wages to its own employees.
 - 5.** The Subcontractor's certification(s) and the prime Contractor's affidavit must be submitted to the State Comptroller's Office with the prime Contractor's final payment request. Failure to obtain and provide the required certifications will delay the Contractor's final payment.

NOTE: The term Subcontractor applies to both Subcontractors of the Contractor and Subcontractors of a Subcontractor.

**EAST BRIGHTON AVENUE 2R PAVING PROJECT
PIN 3756.80
SECTION 00300 – FORM OF PROPOSAL**

PRIME CONTRACTOR'S CERTIFICATION

(NEW YORK STATE LABOR LAW, SECTION 220-a)

1. That I am an officer of _____ and am duly authorized to make this affidavit on behalf of the prime Contractor on public contract No. _____.
2. That I fully comprehend the terms and provisions of Section 220-a of the Labor Law.
3. That, except as herein stated, there are no amounts due and owing to or on behalf of laborers employed on the project by the Contractor. (Set forth any unpaid wages and supplements, if none, so state).

NAME

AMOUNT

_____	_____
_____	_____
_____	_____
_____	_____

4. That the Contractor hereby files every verified statement required to be obtained by the Contractor from the Subcontractors.
5. That, upon information and belief, except as stated herein, all laborers (exclusive of executive or supervisory employees) employed on the project have been paid the prevailing wages and supplements for their services through _____, the last day worked on the project by their Subcontractor. (Set forth any unpaid wages and supplements, if not, so state and utilize clause 5A below).

NAME

AMOUNT

_____	_____
_____	_____
_____	_____
_____	_____

- (5A)** That the Contractor has no knowledge of amounts owing to or on behalf of any laborers of its Subcontractors.

EAST BRIGHTON AVENUE 2R PAVING PROJECT
PIN 3756.80
SECTION 00300 – FORM OF PROPOSAL

6. In the event it is determined by the Commissioner of Labor that the wages or supplements or both of any such Subcontractors have not been paid or provided pursuant to the appropriate schedule of wages and supplements, then the Contractor shall be responsible for payment of such wages and supplements pursuant to the provision of Section 223 of the Labor Law.

SIGNATURE

PRINT NAME

TITLE

ACKNOWLEDGMENT:

STATE OF NEW YORK

COUNTY OF _____ SS: _____

On this _____ day of _____, 20____ before me personally
came _____ to me known and known to me to be the person described in
and who executed for foregoing instrument and acknowledged that he executed the same.

NOTARY PUBLIC

COUNTY

If this affidavit is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See CPLR Section 2309 (c); Real Property Law, Section 311,312).

(NEW YORK STATE)

EAST BRIGHTON AVENUE 2R PAVING PROJECT
PIN 3756.80
SECTION 00300 – FORM OF PROPOSAL

SUBCONTRACTOR'S CERTIFICATION
(NEW YORK STATE LABOR LAW, SECTION 220-a)

1. That I am an officer of _____ a Subcontractor on public contract No. _____ and I duly authorized to make this affidavit on behalf of the firm.
2. That I make this affidavit in order to comply with the provisions of Section 220-a of the Labor Law.
3. That on _____ we received from _____ the prime Contractor a copy of the initial/revised schedule of wages and supplements Prevailing Rate Case Number _____ (PRC) specified in the public improvement contract.
4. That I have reviewed such schedule(s), and agree to pay the applicable prevailing wages and to pay or provide the supplements specified therein.

SIGNATURE

PRINT NAME

TITLE

ACKNOWLEDGMENT:

STATE OF NEW YORK
COUNTY OF _____ SS: _____

On this _____ day of _____, 20____ before me personally came _____ to me known and known to me to be the person described in and who executed for foregoing instrument and acknowledged that he executed the same.

NOTARY PUBLIC

COUNTY

If this affidavit is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See CPLR Section 2309 (c); Real Property Law, Section 311,312).

**EAST BRIGHTON AVENUE 2R PAVING PROJECT
PIN 3756.80
SECTION 00300 – FORM OF PROPOSAL**

STATEMENT OF SURETY'S INTENT

TO: _____

We have reviewed the bid of _____
(Contractor)

of _____
(Address)

for _____
(Project)

Bids for which will be received on _____
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assure no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of New York.

Attest:

Date: _____

Surety's Authorized Signature(s)

Attach Power of Attorney

(Corporate seal, if any. If no seal, write "No Seal" across this place and sign.)

**(This Form Must Be Completed
And Submitted With The Bid)**

**EAST BRIGHTON AVENUE 2R PAVING PROJECT
PIN 3756.80
SECTION 00300 – FORM OF PROPOSAL**

FEDERAL AID CONTRACT REQUIREMENTS

The following Forms shall be completed and filled out:

**Appendix 12-1A
Appendix 12-10DBE**

APPENDIX 12-1A

CONSTRUCTION CONTRACT REQUIREMENTS FILLABLE FORMS

This page has been left intentionally blank.

Contents

NON-COLLUSIVE BIDDING CERTIFICATION..... 4

OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS..... 5

COMBINED CERTIFICATION FORM..... 6

**ALL FORMS MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED
IN EACH BID PROPOSAL.**

**NON-COLLUSIVE BIDDING CERTIFICATION
BIDDER INFORMATION**

Bidder to provide information listed below:

Bidder Address:

Street or P. O. Box No.

City

State

ZIP

Federal Identification No.:

Name of Contact Person:

Phone # of Contact Person:

If Bidder is a Corporation:

President's Name & Address:

Secretary's Name & Address:

Treasurer's Name & Address:

If Bidder is a Partnership:

Partner's Name & Address:

Partner's Name & Address:

If Bidder is a Sole Proprietorship:

Owner's Name & Address:

**THIS PAGE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN
EACH BID PROPOSAL.**

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual of Entity Seeking to Enter into the Procurement Contract:

Address:

Name and Title of Person Submitting this Form:

Contract Procurement Number:

Date:

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

NO ☐ YES ☐

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law § 139-j?

NO ☐ YES ☐

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

NO ☐ YES ☐

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity:

Date of Finding of Non-Responsibility:

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary.)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

NO ☐ YES ☐

6. If yes, please provide details below.

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:

(Add additional pages as necessary.)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____
Signature

Name:

Title:

COMBINED CERTIFICATION FORM

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents including all amendments, at the prices bid; subject to the Changed Conditions provisions if applicable,
2. Accompany this proposal with a bid bond, certified check or bank cashier's check for the specified amount of deposit required,
3. All the terms and conditions of the non-collusive bidding certifications required by §139-d of the State Finance Law and 2 CFR Part 1200,
4. Certify, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions or civil judgments required by FHWA Form 1273 Required Contract Provisions Federal-Aid Construction Contracts-Section X "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion",
5. Certify that no Federal appropriated funds have been paid or will be paid, to any person for lobbying a Federal official or employee, or disclosure was made in accordance with 31 USC 1352 required by FHWA Form 1273 Required Contract Provisions Federal-Aid Construction Contracts-Section XI "Certification Regarding Use of Contract Funds for Lobbying",
6. Attest that its performance of the services outlined in this proposal does not and will not create a conflict of interest with nor position the firm to breach any other contract currently in force with the State of New York,
7. Certify that it understands the prohibitions under the Federal False Claims Act (31 USC §3729) and the New York State False Claims Act (NYS Finance Law Article 13),
8. Certify that all information provided to the Department with respect to the requirements contained in the Procurement Lobbying Law (State Finance Laws §139-j and §139-k) is complete, true and accurate,
9. Affirm, under penalty of perjury, that all the responses provided to the Department with respect to its submitted Form CCA-2 New York State Vendor Responsibility Questionnaire For-Profit Construction, are complete, true, and accurate, and further affirms and acknowledges that it must remain a responsible Contractor throughout the duration of the contract, in accordance with §105-05 Vendor Responsibility,
10. Provide commitments to meet the established DBE goal(s) prior to award or demonstrate good faith efforts to do so,
11. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law.

12. Certify to all other clauses required by this proposal and contained herein.

Dated _____, 20____

Legal Name of person, firm or corporation

By _____
Signature (Title)

(Acknowledgment by **Individual Contractor**)

STATE OF NEW YORK _____)

COUNTY OF _____) SS:

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be described in and who executed the foregoing instrument, and that he/she acknowledged that he/she executed the same.

Notary Public

(Acknowledgment by **Individual Contractor, If a Corporation**)

STATE OF NEW YORK _____)

COUNTY OF _____) SS:

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

Notary Public

(Acknowledgment of **Co-Partnership Contractor**)

STATE OF NEW YORK _____)

COUNTY OF _____) SS:

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

Notary Public

Federal DBE Commitment and GFE Bid Requirements

Letting Date:

Proposer Name

Address:

PIN

Contract #

DBE Goal % as Stated in the Advertisement

We hereby submit a DBE commitment of % for the above-referenced project.

Identified below are the commitment(s) to certified* DBE's for this contract:

<u>DBE Name:</u>	<u>Work Category*</u>	<u>Description of Work</u>	<u>DBE Credit % (A)</u>	<u>Commitment (B)</u>	<u>DBE Credit (AxB)</u>
Example Company: Drainage R Us Address: 2543 Lexington Street, Troy, NY 12180	Construction	Closed Drainage Installation	100	\$1,120,000	\$1,120,000
Address:					
Address:					
Address:					
Address:					
Address:					
Address:					

*Only submit DBE(s) that you have verified are certified to perform/supply the identified commitments.

Total Commitment:

You are required to have firm commitments at the time of Letting. Within 5 calendar days of notification as apparent Low Bidder, you shall enter exactly (as shown) all of the DBE commitments identified here, into Equitable Business Opportunity Solution (EBO), NYSDOT's civil rights reporting software. No substitutions or reductions in commitments will be allowed without prior approval by the Sponsor, in accordance with NYSDOT Standard Specification §105-21.D.3.

NOTE: Bids may be submitted below the DBE Goal. If you do not meet the DBE Goal and are identified as apparent Low Bidder, you will be required to submit a Good Faith Effort package to the Sponsor, within 5 calendar days of notification.

<u>*Key:</u>	<u>Work Categories:</u>	<u>DBE Credit %</u>
	Construction	100
	Fabricator	100
	Manufacturer	100
	Material Supplier	60
	Professional Service	100
	Trucking Firm	100

Submitted By:

Enter Proposers Contact Information

Name:

Title:

Company Federal Tax ID XX-XXXXXXX

**EAST BRIGHTON AVENUE 2R PAVING PROJECT
PIN 3756.80
SECTION 00300 – FORM OF PROPOSAL**

ACKNOWLEDGEMENT OF STATE AND FEDERAL REGULATIONS

Refer to Appendix A - Contract Requirements For Locally Administered Federal Aid Construction Projects that are contained in the Contract Specification Division 01000, Appendix A contains Contract Requirements for Locally Administered Federal Aid Projects.

I acknowledge that I have read and understand the requirements set forth in Appendix A - Contract Requirements for Locally Administered Federal Aid Projects & I have completed and filled out Appendix 12-1A and Appendix 12-10DBE

SIGN HERE Contractor's Signature: _____

- END OF SECTION -

SECTION 00500
CONTRACT AND SPECIFICATIONS

THIS AGREEMENT, made and concluded this _____ day of _____, in the year _____
by and between the City of Syracuse, by _____ as Director of the
Office of Management & Budget, Division of Purchase, party of the first part, and
_____, party of the second part

WITNESSETH: That the parties to these presents, each in consideration of the covenants and
agreements on the party of the other, herein contained, have covenanted and agreed, and hereby
do covenant and agree, the party of the second part for

_____ and _____ heirs, executors, administrators and
assigns, and under the penalty expressed in the bond (or guarantee) bearing even date with these
presents, and hereto annexed, as follows:

Whenever the word "Engineer", or a pronoun in place of it, is used in this agreement, the same is
understood to mean the City Engineer of the City of Syracuse, acting either directly or through her
properly authorized agents, such agents acting within the scope of the particular duties entrusted
to them.

- A. The said Contractor agrees to commence the work herein required to be done at
once after the signing of this contract, and at his own proper cost and expense on
or before dates specified on his bid form to do and complete all the work and
furnish all the labor, machinery, tools, and materials and to do everything required
to construct and put in complete working order.

_____ as
hereinbefore specified in the Information for Bidders hereunto annexed and made
a part hereof and in the manner and under the conditions and requirements
specified, and in accordance with the plans of the work as exhibited at the letting.

- B. To prevent all disputes and litigations, it is further agreed by and between the
parties to this contract that the Engineer shall be referee in all cases, to decide
upon the amount, quality, acceptableness, and fitness of the several kinds of work
and materials which are to be paid for under this contract, and upon all questions
which may arise relative to the fulfillment of the contract on the part of the
Contractor, and her estimates and decisions shall be final and conclusive; and such
estimates and decisions, in case any question shall arise, shall be a condition
precedent to the right of said Contractor to receive any money under this

agreement; also that said Engineer, by herself or by her assistant or inspector acting for her, shall inspect the materials to be furnished and the work to be done under this agreement, to see that the same strictly correspond with the specifications hereinafter set forth. And said Contractor also agrees that he will at all times give to the Engineer, her assistants and/or inspectors all the facilities necessary for inspecting the materials furnished, and the work done or to be done under this agreement.

- C. It is further agreed that the work shall be commenced and carried on at such points, and in such order of precedence and at such times and seasons as may from time to time be directed by the Engineer. It is mutually agreed, in order that the City shall have an opportunity to obtain information as to the amount and quality of work to be performed under this contract, that the Contractor shall not commence work thereunder until said Contractor shall have given to the Engineer of the City at least five days notice in writing of his intention to commence work under this contract; and it is further expressly agreed that said notice in writing to said Engineer by said Contractor shall be a condition precedent to the right of said Contractor to recover against the City under this contract, or to receive any money for work performed or materials used hereunder.
- D. It is further agreed that the quantities of work to be done and the materials to be furnished, as given in the accompanying Information for Bidders, are only for the purpose of comparing, on a uniform basis, the bids offered for the work under the contract; and it is hereby agreed that the City expressly reserves the right to increase or diminish the above mentioned quantities, or any of them, as may be deemed necessary by the Engineer.

For contracts involving asbestos, the proposal shall include fees for New York State taxation, air monitoring and analysis, agency notification, and proper waste disposal pursuant to any and all applicable statutes and regulations.

- E. The plans and specifications are intended to be explanatory of each other, but should any discrepancy appear, or any misunderstandings arise as to the import of anything contained in either, the parties hereunto further agree that the explanation and decision of the Engineer shall be final and binding on the Contractor; and all directions and explanations required, alluded to or necessary to complete any of the provisions of this contract and specifications and give them due effect, shall be given by the Engineer. Correction of errors or omissions in drawings and specifications, may be made by the Engineer, when such corrections are necessary for the proper fulfillment of the intention of such drawings or specifications, the effect of such correction to date from the time that the Engineer gives due notice thereof to said Contractor.
- F. **Alterations, Additions, and Omissions.** It is further agreed that no extra compensation for

material or labor shall be allowed for work evidently necessary within the general intent of these specifications and the accompanying plans for the proper construction and thorough completion of the work. No work will be considered as extra or additional or paid for as such unless the same is done under a written order from the Engineer, stating the amount and manner of compensation, provided prior to the performance of such extra work, there shall have been filed by the Director of the Office of Management & Budget, Division of Purchase a requisition therefore, showing the necessity and reason for such extra work and there shall have been filed by the Director of the Office of Management & Budget, Division of Purchase with the Mayor a certificate stating that such extra work is necessary and showing the reason therefore, and the Mayor shall have approved the same in writing which shall have been published in the official newspaper of the City. For all material and labor omitted from the work by order of the Engineer, subsequent to the execution of the contract, proper credits shall be given by the Contractor. The Contractor further agrees that the said Engineer may order extra or additional work to make changes by altering, adding to or deducting from the work herein contemplated or any part thereof either before or after the commencement of construction, consistent with the foregoing provisions of this paragraph. If such alterations diminish the quantity of work to be done they shall not constitute a claim for damages or anticipated profits on the work that may be dispensed with. If they increase the amount of such work, such increase shall be paid according to the quantity actually done and at the price established for such work under the contract or in case there is no price established shall be paid for at its actual reasonable cost as determined by the Engineer plus 20% of said cost.

The Contractor agrees that he will perform such extra or additional work as the Engineer may order in writing or if extra work after requisition, certificate, resolution and publication thereof, as above provided, but will not perform any extra or additional work unless the same is ordered in writing by the Engineer and the other applicable formalities are complied with previous to beginning such extra or additional work as above provided and unless the claim therefore is presented in writing to the Engineer within thirty days after said compliance with the order. The Contractor shall receive for such extra work or additional work the reasonable cost of said work plus 20% of said cost unless there are established prices in the contract applicable to the whole or any part of said work, in which case the Contractor shall receive compensation based upon such contract prices to the extent applicable.

The Decision of the Engineer shall be final upon all questions of the amount and value of extra or additional work and she shall include in such value the cost to the Contractor of all materials used, or all labor, common and skilled, of foremen, teams and trucks and the fair rental of all machinery used upon the extra or additional work for the period of such use which was upon the work before or which shall be required by or used upon the work after the extra or additional work is done. If such extra or additional work requires the use of machinery not upon the work or to be used upon the work then the cost of transportation of such machinery to and from the work will be added to the fair rental, but such transportation shall not cover a distance exceeding five miles. She shall include in the value of extra or additional work the cost to the Contractor of Employers' Liability Insurance, or workman's compensation insurance and also public liability insurance, together covering bodily injuries to his employees and the public, resulting from the extra or additional work. The Engineer shall

not include in the value of extra or additional work any cost or rental of small tools, buildings or any portion of the time of the Contractor or his superintendent or any allowance for use of capital, these items being considered as being covered by the 20% added to the reasonable cost. The Contractor agrees that nothing herein contained shall be held to preclude the right of the Engineer and Contractor to mutually agree in writing upon a gross price either by the unit or as a total amount for doing any work which would otherwise be paid as extra or additional work.

- G. The Contractor agrees that he has satisfied himself by his own investigation and research regarding all the conditions affecting the work to be done and labor and materials needed, and that his conclusion to execute this contract is based on such investigation and research, and not on the estimate of the quantities or other information presented herewith and that he shall make no claim against the City because any of the estimates, tests, or representations of any kind affecting the work made by any officer or agent of the City may prove to be in any respect erroneous.
- H. It is further agreed that this contract shall be utterly void as against the said City of Syracuse, if any person employed in any official capacity by said City, is either directly or indirectly interested herein.
- I. The said Contractor further agrees that he will give his personal attention to the fulfillment of the contract; and will not sublet the aforesaid work, but will keep the same under his control; and will not assign by power of attorney or otherwise, any portion of said work, unless by and with the previous consent of the Common Council to be signified by endorsement on this agreement.
- J. The said Contractor hereby further agrees that the said City shall be and is hereby authorized to deduct and retain out of the moneys which may be or become due him, under this agreement, the sum of **Four Thousand Dollars (\$4,000.00)** per working day as liquidated damages for each and every day the aforesaid work may be uncompleted over and beyond the time herein stipulated for its completion. Said sum in no way is to be considered a penalty; provided, however, that the City Engineer shall have the right to extend the time for completion of the said work, if the City Engineer should decide to do so.
- K. But neither the extension of time, for any reason, beyond that fixed herein for the completion of work, nor the doing and acceptance of any part of the work called for by this contract, shall be deemed to be a waiver of the said City of the right to abrogate this contract for abandonment or delay in the manner provided for in the paragraph marked "L" of this agreement.
- L. a) The Engineer shall have the right to declare the Contractor in default of the whole or any part of the work and to terminate the contract in whole or in part if:
 - 1. The Contractor shall abandon the work; or

2. The Contractor shall refuse to proceed with the work when and as directed by the Engineer; or
3. The Contractor shall, without just cause, reduce his working force, or cause to be reduced the working forces of his Subcontractors, to a number and/or level which, if maintained, would be insufficient, in the opinion of the Engineer, to complete the work in accordance with the approved progress schedule, and shall fail or refuse to sufficiently increase such working forces when ordered to do so by the Engineer; or
4. The Contractor is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the work or the award of necessary Subcontractors or the placing of necessary material and equipment orders; or
5. The Contractor is or has been willfully or in bad faith violating any of the provisions of this contract or the Contractor is not or has not been executing such in good faith and in accordance with its terms; or
6. The work cannot be completed within the time herein provided or within the time to which such completion may have been extended under this agreement, if the impossibility of timely completion is and/or was attributable to conditions within the Contractor's control; or
7. The Contractor shall fail to comply with any provision of the Contract Documents within three days after being given notice to comply; or
8. The Contractor fails to commence work when notified to do so by the Engineer or refuses to proceed with the work when and as directed by the Engineer; or
9. The Contractor becomes insolvent, makes an assignment for the benefit of creditors, files, or has filed against it, any petition in bankruptcy or has a receiver or receivers appointed to take charge of the Contractor's property of affairs.

The Engineer shall exercise his right to declare the Contractor in default by giving him a written notice setting forth the ground or grounds upon which a default and termination is declared. Upon receipt of such notice the contractor shall immediately discontinue all further work and shall immediately quit the site leaving on the site all plant materials, equipment, tools, implements, supplies, and other items remaining on the site.

- b) The Engineer, after declaring the Contractor in default and terminating the contract, may then have the work completed by such means and in such a manner, by contract with or without public letting, or otherwise, as she may determine advisable, and the Engineer shall be vested with the title to, and the right to possess and use for such purpose, the Contractor's plant, materials, equipment, tools, implements, supplies, and other items remaining on the site; and any cost and expense or damage relating to such completion shall be paid from and be charged against any contract monies, including retainage,

whether earned or unearned and/or paid or unpaid and any Contractor's property remaining on the site. Should the expense of such completion exceed the sums available under the contract, such excess plus the amount of liquidated damages (if any) shall be paid by the Contractor.

- c) The provisions herein relating to declaring the Contractor in default as to the entire work and terminating the whole contract shall be equally applicable to partial defaults as to part of the work except that the Engineer's right to title, possession and use of the Contractor's plant, materials, etc. shall be limited to those items as had been previously used by the Contractor on such part of the work. If the Engineer shall declare the Contractor in default as to part of the work only and terminate only part of the contract, the Contractor shall immediately discontinue such part and shall continue performing the remainder of the work and not inhibit or interfere with any persons whom the Engineer may engage to complete such work and shall provide the Engineer with all necessary information and documents to properly complete such work.
- d) The provisions herein shall be in addition to any and all other legal or equitable remedies available to the City.

M. It is further agreed that the following prices shall be paid by the City, and received by the Contractor as full compensation for furnishing all materials and for use of tools, forms, machinery and other implements, and for labor in moving materials and for executing all the work contemplated and specified in this contract; also for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; also for all expense incurred by, or in consequence of, the suspension or discontinuance of said work, as herein specified, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications and the requirements of the Engineer under them to wit:

N. **Lien Law.** If, at any time before or within thirty days after the whole work herein agreed to be performed has been completed and accepted by the party of the first part, or any person or persons claiming to have performed any labor or furnished any material toward the performance or completion of this contract shall file with the Engineer and with the financial officer of the City or other officer or person charged with the custody and disbursement of the City funds applicable to the Contract under which the claim was made, such notice as is prescribed in the Act of Legislature of the State of New York passed February 17th, 1909, entitled an "Act in Relation to Liens", and the acts amendatory thereof or supplementary thereto, then and in every such case the party of the first part shall retain (anything herein contained to the contrary thereof notwithstanding) from the monies under its control and due or to grow due under this agreement, as much of such monies shall be sufficient to pay,

satisfy and discharge the amount in such notice claimed to be due to the persons or persons filing such lien, together with the reasonable cost of any actions brought to enforce such claim or lien created by the filing of such notice. The monies so retained shall be retained by the party of the first part until the lien thereon created by the said act and the filing of the said notice shall be discharged pursuant to the provisions of said act or acts.

- O. The said Contractor further agrees that he will indemnify and save harmless the said City of Syracuse, its officers and agents, from all harm, suits, and actions of every name and description, brought against said City, its officers or agents, for or on account of any damages on account of bodily injuries, by any person or persons, on account of damages to or destruction of property, by or from said Contractor, his servants or agents, in or on account of the construction of said work, or by or in consequence of any negligence in guarding the same or by or on account of any improper materials used in its construction, or by or on account of any accident, or of any act or omission of the said Contractor or his agent or servants, and the said Contractor further agrees that so much of the money due him under and by virtue of this agreement shall be considered necessary by said Engineer or Commissioner of Finance, of the said City of Syracuse, may be retained by the said Commissioner of Finance or Engineer until all such suits or claims for damages as aforesaid shall have been settled and paid, and satisfactory evidence to that effect furnished to the said Commissioner of Finance. In the event that any deficiency arises on account of any of the foregoing contingencies, the Contractor shall upon demand pay the same to the City. The City shall notify the said Contractor of any such claims or actions within reasonable time after same is made or begun against the City in writing within reasonable time thereafter.

For contracts involving asbestos, the Contractor shall indemnify and defend the City of Syracuse, its officers, and agents from and against any and all claims arising out of the removal, handling, or disposal of asbestos or asbestos-containing material incident to this project.

Any hazardous waste material which is the subject of this specification, or is generated as a result of this specification, and is shipped from a City of Syracuse facility shall be consolidated, treated, or disposed, in accordance with all applicable federal, state, and local laws, at either the Contractor's licensed facility or at a licensed facility approved by the Contractor.

All materials consolidated at the Contractor's facility and subsequently shipped to a facility for treatment or disposal shall be identified as having been generated by the Contractor in accordance with 40 CFR Part 263.

The Contractor shall indemnify, hold harmless, and defend the City of Syracuse from and against any and all liability, claim, or penalty, including liability arising from (i) damage to or destruction or contamination of property, (ii) violation of law, or (iii) death or bodily injury to any person, resulting from or connected with the treatment or disposal of the material which is the subject of this specification or is generated as a result of this specification.

- P. **Patent Rights.** It is further agreed that the Contractors, in the prosecution of the work required under this contract, will employ no patented method of construction, nor furnish any appliances, the operation of which is patented, except only such methods or appliances as are either owned or controlled by him, or which he is licensed to use, and he shall hold himself responsible for any claims made against the City at any time for any infringement of patent by the use of patented articles in the construction and completion of the work, and shall protect, indemnify, and save harmless the City against the same, and further agrees that the City shall be and is hereby authorized to deduct and retain out of the monies which may be due or become due to the Contractor, under this agreement, a sum sufficient to cover all claims for damages arising from such infringement, and to retain the same until the settlement or other disposition of said claims. All royalties shall be paid by the Contractor.
- Q. The Engineer shall, once a month, make an estimate in writing of the amount of work done, and of the relative value thereof, according to the terms of the contract. And such monthly estimates of amount and value shall not be required to be made by strict measurement or with exactness, but they may, at the option of the Engineer, be approximate only. And it is expressly understood that the said monthly estimate shall be made only when the work is progressing in accordance with the provisions of this contract and specifications. Upon each monthly estimate being made, and provided that the Contractor has submitted all required documentation to the satisfaction of the City Engineer, the City shall advance to the Contractor for payment the full estimated value requested.
- R. **Warranty.** The Contractor shall provide the Owner any manufacturer's warranties and guarantees normally given as customary trade practice. Manufacturer's warranty periods shall begin on the date the item is installed and/or incorporated into the work. All warranty documentation, including but not limited to operating instructions, schematics, parts lists and / or repair information shall be turned over to the City Engineer. For contracts involving the furnishing and / or installing of electrical and mechanical equipment, the Contractor, in addition to the requirements above, shall guarantee the satisfactory in service operation of mechanical and electrical equipment and related components for a period of 6 months following contract acceptance at no cost to the Owner for either parts or labor. The requirements of this subsection do not apply where mechanical and electrical equipment is furnished by the Owner.

The Contractor further agrees in consideration of the contract price to maintain and keep in good repair all materials and equipment in accordance with all standard manufacturers' and suppliers' warranties. All work pursuant to this section shall be completed by or on behalf of the contractor at his own expense.

- S. The said Contractor further agrees that he shall not be entitled to demand or receive any payment except in the manner set forth in this agreement.
- T. And it is also agreed that in case of any alteration, so much of this contract as is not necessarily affected by such alteration shall remain in force upon the parties hereto.

U. It is further mutually agreed that whenever, in the opinion of the Engineer, the said Contractor shall have completely performed this contract on his part, the Engineer shall proceed with all reasonable diligence to measure up the work, and the Engineer shall make out the final estimate for the same in writing and in her certificate shall state the whole amount of the work done by said Contractor, and also the value of such work under and according to the terms of this contract. And when the work as contemplated by the terms of the contract are substantially completed and accepted and upon receipt of such requisition from the contractor, the City will pay within forty-five (45) days to said contractor the amount remaining after deducting from the amount or value contained or stated in the final estimate of the Engineer all such sums as may before have been paid to said Contractor; and also such sums of money as by the terms hereof it is or may be authorized to reserve or retain; provided that nothing herein contained shall be construed to affect the right of said City, hereby reserved, to reject the whole or any portion of the aforesaid work, should the aforesaid certificate be found or known to be inconsistent with the terms of this agreement or otherwise improperly given.

V. And the said Contractor hereby further agrees that the payment of the final amount due under this contract, and the adjustment and the payment of the bill rendered for work in accordance with any alterations of the same shall release the City of Syracuse from any and all claims or liabilities on account of work performed under said contract, or any alterations thereof.

W. In case the execution of this contract is delayed by action of the party of the first part, the time for completion is hereby extended for a time equal to the delay caused by the party of the first part, but no claim for damages by reason of such delay shall be made or allowed. It is further agreed that should postponement or delay be occasioned by the precedence of other contracts on the line of work, which may be either let or executed before or after the execution of this contract, no claim for damages therefore shall be extended for a time equal to the delay postponement caused by such precedent contracts.

X. The party of the first part shall not be required or liable to make the aforesaid payments, or any part thereof, or to pay anything whatever on account of said work, or by virtue of this agreement, any sooner or faster than there shall be money or funds in the treasury of said City properly applicable to that purpose, and which shall have been collected or paid into said treasury on account of said work or improvement.

Y. Before the Commissioner of Finance of the City shall be required to sign any warrant or certificate of indebtedness for any partial or final payment under this contract, the Contractor or his assignees will file in the office of the Commissioner of Finance an affidavit or certificate of the Clerk of the County of Onondaga, under requirement of the Commissioner of Finance to the effect that no assignment of such contract nor of any interest therein, nor of any monies due or to become due thereon, has been given and is outstanding or on file in the office of said Clerk of Onondaga County.

AA. All persons employed by any party in the performance of this contract shall receive not less than the

*

prevailing rate of wages for a days work in their respective trades; and the Contractor of any person employed by any party to this contract shall be provided with a copy of these wages, as specified in the applicable schedule of wages and supplements included in these Specifications. In the event the Contractor shall fail to pay the prevailing wages and supplements in accordance with Article 8 of the New York State Labor Law, Section 220 et seq., and as described herein, it shall be considered a material breach of contract. For the breach or violation of this provision, without limiting any other rights, remedies or recovery to which the City of Syracuse or any individual may be entitled or any civil or criminal penalty for which any violator may be liable, the City shall have the right, in its discretion, to terminate this agreement immediately upon notice. In such event, the Contractor shall be liable to the City for any additional cost or expense incurred by the City in the completion of the project, and for any other recovery, costs and expenses to which the City may be entitled. The City of Syracuse reserves the right to consider evidence or allegations of a violation of the New York State Labor Law in connection with the award of contracts for public work or the approval of subcontractors in connection with such work; and at the discretion of the City, a finding by the New York State Department of Labor of a willful violation of a provision of the New York State Labor Law shall constitute evidence and sufficient grounds for the denial of the award of such contracts. Nothing contained herein shall be construed in any manner as limiting the rights or remedies to which the City of Syracuse may be entitled. Before final payment is made of any sum due on the contract, the Contractor shall file with the City's Commissioner of Finance verified statements from its Subcontractors attesting that the Subcontractor has received and reviewed the schedule of wages and supplements, or subsequently issued schedule, and agree that they will pay the applicable prevailing wages and will pay or provide the supplements specified therein. The Contractor shall likewise file a verified statement certifying to the amounts then due and owing from Contractor to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the contract. The statement shall list by name persons whose wages or supplements are unpaid and the amount due to each or on behalf of each; it shall also list the amounts known by the contractor to be then due and owing from each Subcontractor, or from a Subcontractor of Subcontractor, for wages or supplements, or shall certify that the contractor has no knowledge of such amounts. In the event it is determined by the Commissioner of Labor that the required wages or supplements of any employees of such Contractors have not been provided, the Contractor shall be responsible for payment of such wages or supplements pursuant to the provisions of Labor Law Section 223. The said Contractor hereby further agrees that no person doing or contracting to do the whole or part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one day or more than five days in any one calendar week, except in cases of extraordinary emergency caused by fire, flood or danger to life or property.

BB. This Contract shall be void and of no effect, and the said party of the first part shall not be liable to the Contractor, nor shall the Contractor receive any pay whatsoever from the party of the first part, for any labor or materials furnished or for any work performed under this contract unless the Contractor shall comply with the provisions of Article VIII of the Labor Law otherwise known as Chapter 31 of the Consolidated Laws, and any act or acts amendatory thereof or supplementary thereto.

CC. The contract, the Specifications, and the Contract Documents, and all notes made thereon before

signing of the contract, are the documents forming the contract. Copies of these documents, signed by the parties to the contract, or identified by the Engineer, shall be placed in and remain in the custody of the Commissioner of Finance of the City of Syracuse, to be produced by him on request of either party. Should the Contractor and the Engineer fail to sign drawings or Specifications, the identification of them by the Engineer shall be binding on both parties.

DD. Should the Contractor or any person employed by him cause damage to the materials, apparatus, or executed work of any other contractor engaged in work upon this building, or cause, by way of delay or otherwise, damage to such contractor, such other contractor shall, in writing, notify the Engineer of the fact within forty-eight (48) hours of the occurrence of such damage, and should the two contractors be unable to reach settlement within ten (10) days thereafter, the City shall have the right to withhold from the monies due or to become due the Contractor to recover any claim or claims arising from the cause until such time as the Contractor shall give satisfactory evidence that such claims have been settled and discharged. Should the Contractor sustain damage to his apparatus or materials or executed work by reason of delay or otherwise at the hands of some other contractor, he shall, in similar manner, notify the City, and should the two contractors be unable to reach settlement within ten days thereafter, the City shall similarly withhold monies as above until a discharge or settlement is reached. The Contractor shall, in final settlement, accept or permit the deduction of the amount determined as above or by arbitration.

EE. Insurance-(See Instruction to Bidders, Division 0, Section 00100, Page 3).

FF. The contract within shall be void and of no effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of said contract, employees performing work hereunder, as provided by Chapter 41, of the Laws of 1914, known as the Workmen's Compensation Law, and acts amendatory thereto.

The Contractor further agrees that he will comply with all laws of the State of New York and all ordinances and regulations of the City of Syracuse applicable to the work herein required to be done.

The Contractor agrees not to discriminate against any employee or applicant for employment on the basis of sexual or affectional preference or orientation.

GG. Said Contractor hereby further agrees that neither he or any Subcontractor or any other person acting on his behalf or on behalf of any Subcontractor, in doing or contracting to do the whole or a part of the work contemplated by this contract, shall by reason of race or color discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates or in any manner to discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color, and said Contractor further agrees that there may be deducted by the City from the amount payable to the Contractor under this contract, a penalty of five dollars for each person of each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the paragraph, and this contract may be cancelled or terminated by the City and all monies due or to become due hereunder may be forfeited for a second or any subsequent

violation of terms or conditions of this paragraph. (Labor Law Section 220 (e).)

- HH. The City shall not be stopped by any reason of certificate made by or given by the Engineer or other officer or agent of the City from, at any time (either before or after the final completion and acceptance of the work and payment therefore pursuant to any such return or certificate), showing the true and correct amount, quality, and character of the work done and materials furnished by the Contractor or any other person under this contract, or from showing at any time that any such return or certificate is untrue and incorrect, or improperly made in any particular, or that the work or materials, or any part thereof, does not in fact conform to the Specifications, and the City shall not be stopped notwithstanding any such return of certificate and payment in accordance therewith, from demanding and recovering at any time hereafter from the Contractor such damages as it may sustain by reason of his failure to comply with the contract and Specifications.
- II. The final estimate shall be a condition precedent to the right of the Contractor to receive any money for any balance which he may claim to be due him on this contract, for anything done or furnished thereunder, and shall likewise be a condition precedent to the beginning of any suit at law or in equity against the City for any balance.
- JJ Section 139(b) of the State Law is hereby incorporated by reference and made part of this contract.

State Finance Law, Section 139 (b). "Disqualification to contract with State. Any person, who when called before a grand jury to testify concerning any transaction or contract had with the State any political subdivision thereof, a public authority or with a public department, agency or official of the State or of any political subdivision thereof or of any public authority, refuse to sign a waiver of immunity against sequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, and any firm, partnership or corporation of which he is a member, partner, director, officer, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with the State or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal.

Sections 220 and 220(e), as amended, of the New York State Labor Law are hereby incorporated by reference and made a part of this contract.

Labor Law Sections 220 and 220(e), as amended. Every contract for on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies shall contain provisions by which the Contractor with the state or municipality agrees:

- (a) That the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor or Subcontractor, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

- (b) That no Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, or national origin;
- (c) That there may be deducted from the amount payable to the Contractor by the state or municipality under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions on the contract;
- (d) No laborer, workman or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or part of the work included in the Agreement shall be permitted or required to work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any one (1) week in the performance of work included in this Agreement, except in the emergencies set forth in the Labor Law.
- (e) The wages (including supplements) paid for a legal day's work shall be not less than the prevailing rate of wages (including supplements) as defined by law.
- (f) The minimum hourly rate of wages (including supplements) to be paid shall not be less than that designated by the Industrial Commissioner.
- (g) The minimum hourly supplements to be paid shall be in accordance with the prevailing practices in the City of Syracuse and shall not be less than designated by the Industrial Commissioner. Supplements as defined in Section 200 of the Labor Law, as amended, mean all remuneration for employment paid in any medium other than cash or reimbursement for expenses or any payments which are not wages within the meaning of the law, including, but not limited to health, welfare, non-occupational disability, retirement, vacation benefits, holiday pay and life insurance.
- (h) The Labor Law provides that the agreement may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:
 - 1. The stipulated wage scale (including supplements) as provided in the Labor Law, Section 220. subdivision 3, as amended, or
 - 2. The stipulated minimum hourly scale (including supplements) as provided in the Labor Law, Section 220-d, as amended.
- (i) That this contract may be cancelled or terminated by the state or municipality, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and
- (j) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

KK Chapter 698, New York State Laws of 1988 (Labor Affidavits) are hereby incorporated by

reference and made a part of this contract.

See Section 300, LABOR AFFIDAVITS - NEW YORK STATE LAWS OF 1988, the PRIME CONTRACTOR'S CERTIFICATION and the SUBCONTRACTOR'S CERTIFICATION as required by the Office of the State Comptroller.

- LL Subject to Contractor's reasonable security and confidentiality procedures, the City, or any third party retained by the City, may at any time upon prior reasonable notice to the Contractor, during normal business hours, audit the books, records and accounts of the Contractor to the extent that such books, records and accounts pertain to the Services hereunder. Contractor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The City's right to audit under this Article and Contractor's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

IN WITNESS WHEREOF, the said part_____of the second part
ha_____and the
Director of the Office of Management & Budget, Division of Purchase has set his name and cause the
seal of the said City to be affixed the day and year above mentioned.

(Affix seal if principal is a
corporation; if principal is a
co-partnership, each partner
should sign individually under
the firm name)

CITY OF SYRACUSE

BY_____
Director of the Office of Management & Budget, Division of Purchase

Attest:_____
City Clerk

(Contractor Sign Here)

CONTRACTOR, IF AN INDIVIDUAL, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF ONONDAGA, ss.
CITY OF SYRACUSE

On this _____ day of _____ 20____, before me personally
appeared _____, to me known, and known to me to be the
individual described in and who executed the within instrument, and he duly acknowledged that he
executed the same.

Notary Public, _____ County

Commissioner of Deeds _____

CONTRACTOR, IF CO-PARTNERSHIP, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF ONONDAGA, SS.
CITY OF SYRACUSE

On this _____ day of _____ 20____, before me personally appeared _____,
to me known, and known to me to be one of the firm of _____ described in
and who executed the foregoing instrument, and he _____ thereupon
_____ acknowledged to me that he executed the same as and
for the act and deed of said firm.

Notary Public, _____ County

Commissioner of Deeds _____

CONTRACTOR, IF A CORPORATION, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF ONONDAGA, ss.
CITY OF SYRACUSE

On this _____ day of _____ 20____, before me, the subscriber, personally
came _____
_____ to me known, who being duly sworn did depose and say that he resides in the
City _____ of _____ that _____ he _____ is
the _____ the corporation described in
and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed
to said instrument was such corporate seal; that it was so affixed pursuant to a resolution of the Board of
Directors of said corporation and that he signed his name thereto by like order.

Notary Public, _____ County

Commissioner of Deeds _____

STATE OF NEW YORK
COUNTY OF ONONDAGA, ss.
CITY OF SYRACUSE

On this _____ day of _____, 20____, before me personally came _____, Director of the Office of Management & Budget, Division of Purchase to me known, who, being by me duly sworn, did depose and say that he resides in the City of Syracuse; that he is the Commissioner of Purchase of the City of Syracuse, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed pursuant to the provisions of the Charter of said City, and that he signed his name thereto by like order; and the said _____ further said that he was acquainted with _____ and knew him to be the City Clerk of said City of Syracuse, and that the signature of _____ was thereto subscribed pursuant to the provisions of the Charter of said City and in the presence of him the said Director of the Office of Management & Budget, Division of Purchase.

I HEREBY CERTIFY, that the foregoing contract was duly authorized by me in the _____ day of _____, 20____.

Director of the Office of Management & Budget, Division of Purchase

I HEREBY CERTIFY, that, in my opinion, the City of Syracuse, by its Division of Purchase has authority and power to make the foregoing contract, and that such contract is in proper form and properly executed.

Syracuse, N.Y. _____, 20____

Assistant Corporation Counsel

- End of Section-

CONTRACTORS PERFORMANCE BOND

NOTE: CONTRACTOR MUST COMPLETE ORIGINAL PERFORMANCE BONDS, ISSUED AT THE TIME OF AWARD, FROM THE DIVISION OF PURCHASE. DO NOT SUBMIT INFORMATION ON THE PAGES IN THIS SECTION.

CONTRACTOR'S PERFORMANCE BOND (SAMPLE)

KNOW ALL MEN BY THESE PRESENTS, that we _____

principal _____ and _____

surety _____, are held and firmly bound unto the City of Syracuse in the sum of _____ Dollars (\$ _____) lawful money of the United States, to be paid to the City of Syracuse, its successors or assigns, for which payment well and truly to be made we bind ourselves and all and each of our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals Dated this _____ day of _____ 20__.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded, the Contractor _____ with the City of Syracuse in the foregoing contract named, shall and will faithfully perform the work and furnish the materials and supplies in and by said contract agreed by _____ to be performed and furnished, and shall faithfully perform and comply with all the conditions and obligations of said contract on _____ part in every particular, and shall promptly make payment of the sums due to all persons supplying labor and material in the prosecution of the work provided for in said contract, then and in that event, this obligation to be void, otherwise to remain in full force and virtue.

(Affix seal if principal is a corporation; if principal is a co-partnership, each partner should sign individually under the firm name)

Principal _____ L.S.

_____ L.S

_____ L.S

Surety _____ L.S.

_____ L.S.

(Affix seal if surety is a corporation)

_____ L.S.

(If signed by a Surety Company, affix authority of its officers to sign and its latest sworn financial statement unless these are on file in the City Clerk's office, when this fact should be so stated.)

(If signed by individual sureties, the justification as well as the acknowledgement on the reverse side should be completed in two places.)

(All signatures should be acknowledged below. The surety, if a corporation, may affix its forms of acknowledgement as particularly applicable to its method of execution.

CONTRACTOR, IF AN INDIVIDUAL, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF ONONDAGA, ss.
CITY OF SYRACUSE

On this _____ day of _____ 20____, before me personally
appeared _____ to me known and known to me to
be the individual described in and who executed the within
instrument, and he duly acknowledged that he executed the same.

Notary Public, _____ County

Commissioner of Deeds _____

CONTRACTOR, IF A CO-PARTNERSHIP, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF ONONDAGA
CITY OF SYRACUSE

On this _____ day of _____ 20____, before me personally
appeared _____, to me known, and known to me to be one
of the firm of _____
described in and who executed the foregoing instrument, and he
_____ thereupon _____ acknowledged to
me that he executed the same as and for the act and deed of said
firm.

Notary Public, _____ County

Commissioner of Deeds _____

CONTRACTOR, IF A CORPORATION, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF ONONDAGA
CITY OF SYRACUSE

On this _____ day of _____ 20 __, before me the
subscriber personally came _____, to me
known, who being by me duly sworn did depose and say that he
resides in the City of _____; that he is the _____ of
the above instrument; that he knew the seal of said
corporation; that the seal affixed to said instrument was such
corporate seal; that it was so affixed pursuant to a resolution
of the Board of Directors of said corporation and that he signed
his name thereto by like order.

Notary Public, _____ County

Commissioner of Deeds _____

SURETY COMPANY ACKNOWLEDGEMENT MAY BE AFFIXED HERE

I hereby approve foregoing surety _____

Dated, Syracuse, New York _____ 20 _____

Mayor

END OF SECTION

SECTION 00700
CLAUSES OF GENERAL APPLICATION

1. CONTRACT DRAWINGS

The Contract Drawings shall accompany and form a part of the Contract Documents which are bound herein. The drawings are indicated in the Table of Contents.

2. MATERIALS AND WORKMANSHIP

Materials, unless otherwise specified, shall be new and of the quality of their respective kinds, and the work when completed will be accepted in an undamaged and perfect condition only.

- a. All construction, machinery and equipment shall be designed and constructed in conformity with the best practice, and so as to contribute to efficiency, reliability and safe operation, and provide for the interchangeability of parts, accessibility, sight lines and minimum expense of maintenance. Each installation shall be so made that its several component parts will function together as a workable system. It shall be left with all equipment properly adjusted and in working order.
- b. Except where it is otherwise specified, all work and materials, and rating and capacities of all machinery and equipment, shall conform to the codes and standards of the respective National Engineering and Technical Societies, and all performance tests shall be made in accordance with the tests codes of these societies. All capacities, sizes, weights, and guarantees are specified as minimum.
- c. All equipment and materials for which there is an underwriter's testing service available shall bear that underwriter's label. All electric work will be done in accordance with the current National Electric Code.
- d. If certain specified materials, due to circumstances beyond the Contractor's control, are not available at the time it is expedient to make installation of these materials, and a substitution of material is permitted by the Engineer, the Contractor shall make all necessary adjustments in contingent work to conform to the requirements of the new material.
- e. Each Contractor shall provide all necessary protection for materials, equipment, etc., stored within the building or on the site. This protection includes providing watchmen, if found necessary, to comply with these provisions. Each Contractor is fully responsible for his own materials and equipment whether or not the same has been paid for by the Owner. If such materials or equipment are lost, stolen, or damaged prior to final acceptance of the completed work by the Owner, they shall be replaced by the Contractor

at no additional cost to the Owner or other contractors on the project.

- f. Labor disputes shall be avoided and the Owner shall not be responsible in any way for additional costs of any kind incurred by Contractors as a result of work delays caused by a labor dispute regardless of the Contractor or labor involved in such dispute.
- g. The Contractor shall employ no plant, equipment, materials, or men to which the Engineer or his representatives objects, and shall remove no plant, materials, equipment or other facilities from the site of the work without the Engineer's approval. The Contractor shall immediately comply with and obey any oral order, direction, requirement or determination by the Engineer or his / her representative. The Engineer or his representative will confirm in writing within five (5) days any oral order, direction, requirement or determination, and his / her decision shall be final. Should the Contractor not immediately comply with and obey any such oral order, direction, requirement or determination, said Contractor shall be considered to be in default as defined in Section 500, subsection L.
- h. If the specifications, the Engineer's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the Contractor shall give the Engineer's representative timely notice of its readiness for inspection, and if the inspection is by another authority then the Engineer, of the date fixed for such inspection. If any work should be covered up without the approval or consent of the Engineer, it must, if required by the Engineer, and if so ordered, be uncovered by the Contractor. Regardless of whether or not the work is found in accordance with the Contract Documents, the Contractor shall pay the cost of re-examining and replacement.
- i. Where operating tests are specified, the Contractor shall test his work as it progresses, on his own account, and shall make satisfactory preliminary tests in all cases before applying to the Engineer's representative for official tests. Tests shall be made in the manner specified, for the different branches of the work. Each test shall be made on the entire system for which such test is required, wherever practical. In case it is necessary to test portions of the work independently, the Contractor shall do so without extra compensation. The Contractor shall furnish all materials and apparatus, make connections and conduct the official test. The test will be conducted in the presence of a representative of the Engineer. Should defects appear, they shall be corrected by the Contractor and the test repeated until the installation is acceptable to the Engineer. No work of any kind shall be covered or enclosed before it has been tested and approved.
- j. All materials to be used on this project shall be ordered immediately after awarding of contracts and stored ready for use.
- k. Each Contractor shall furnish all necessary transportation, scaffolding, centering forms,

labor, tools and mechanical appliances and all other means, materials and supplies for properly prosecuting his work, unless expressly specified otherwise. All scaffolding must be carefully removed. Each Contractor arranging to work on scaffolding not furnished by himself shall examine and test same before beginning work, and if insecure, shall make same secure, or notify the Engineer in writing, otherwise he will be held to have accepted the scaffolding and will be responsible for accidents.

3. EQUAL RIGHTS

All Contractors shall have equal rights within the project limits for the performance of their contracts and for the storage of materials. No Contractor shall unnecessarily encumber the building or premises with building materials, but shall furnish necessary materials in ample quantities and as frequently as required to avoid delay in the progress of the work, and shall permit other Contractors to do the same.

4. WRITTEN NOTICE

Each Contractor shall give written notice to the Engineer when any labor or materials essential to the conduct of this contract, but not included herein, are required and such notice shall be given in proper season to avoid delay, and in any case at least three days before such labor or materials are required. No claim for loss or delay shall be made by or be allowed to any Contractor for failure of other contractors or owners to complete such portions of the work unless the Contractor making such claims has given such notice and has his own materials for the portions of the work so affected on the project site.

5. CONTIGUOUS WORK

Any Contractor performing constructive or finished work of any kind or character, which is of corresponding relationships with work performed by another contractor, shall lay out his work already constructed and take all exact measurements therefrom, and prepare all shop drawings in accordance with the same, and complete all work to the exact measurements thus obtained and without creating any claim or obligation on the City of Syracuse.

If any part of any Contractor's work is dependant for its proper execution, or for its subsequent efficiency or appearance on the character or condition of associated or contiguous work not executed by him, the Contractor shall examine such associated or contiguous work, and shall report to the Engineer, in writing, any imperfections therein or any conditions that render it unsuitable for the reception of this work. In case any Contractor proceeds without making such written report, he shall be held responsible for any defects in his own work in consequence thereof, and shall not be relieved of the obligation of any guarantee because of any such imperfection or condition.

6. PAYMENTS

- a. The Contractor shall submit to the City Engineer three (3) original executed copies of the application for each payment, including AIA Form G702, G703, and G701 (if warranted), and within thirty days after the issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll record, and other forms as required in Appendix A of these contract documents. If required, receipts or other voucher showing his payments for materials and labor, including payment to subcontractors. The City Engineer reserves the right to request additional documents if deemed necessary.
- b. Payments shall be made on valuation of work done, and the Contractor shall, before the first application, submit to the City Engineer a schedule of values of the various parts of the work, including quantities, aggregating the total sum of the contract, divided so as to facilitate payments to the Subcontractors, and if required, supported by such evidence as to its correctness as the City Engineer may direct. This schedule, when approved by the City Engineer, shall be submitted to the City as a recommendation for certificates of payment. In applying for payments, the Contractor shall submit a statement based upon this schedule, and if required, itemized in such form and supported by such evidence as the City Engineer may direct, showing his right to the payment claimed.
- c. Payments shall only be made on account of materials incorporated in the work and/or stored and insured in local warehouse, under conditions acceptable to the Owner.
- d. If the Contractor has made applications as above, the City Engineer shall, no later than the date when each payment falls due, issue to the contractor a certificate for such amount as he / she decides to be properly due.
- e. No certificate issued nor payment made to the Contractor, nor partial or entire use or occupancy of the work by the Owner, shall be an acceptance of any work or materials not in accordance with this contract.
- f. The City Engineer, her representatives, or Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect the Owner from loss on account of:
 1. Defective work not remedied.
 2. Claims filed or reasonable evidence indicating probable filing of claims.
 3. Failure of the Contractor to make payments properly to a Subcontractor or for materials or labor.
 4. A reasonable doubt that the contract can be completed for the balance then unpaid.
 5. Damage to another Contractor.
 6. Work not being progressed diligently.

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

- g. The Contractor requesting a partial payment shall prepare such a request covering labor and/or materials up to and including the 20th of the month less previous payment. Forward three (3) copies to the City Engineer.

Requests for payment must reach the City Engineer not later than the last day of the month.

- h. Upon each monthly estimate being made, and provided that the Contractor has submitted all required documentation to the satisfaction of the City Engineer, the City shall advance to the Contractor for payment the full estimated value requested.

7. DRAWINGS AND SPECIFICATIONS

- a. Any work shown on the drawings even if not specifically described in the Specifications or vice versa but which is reasonably implied and evidently necessary and usually provided for complete finish of that particular branch, shall be done as if it were both shown and specified.
- b. The titles to divisions and sections of the Specifications are introduced merely for convenience and are not to be taken as part of the Specifications, and furthermore, are not to be taken as a correct or complete segregation of the several units of material and labor. No responsibility, either direct or implied, is assumed by the Engineer for omissions or duplications by the Contractor or his Subcontractors, due to alleged errors in the arrangement or material in the Specifications.
- c. The Contractor shall thoroughly examine the Specifications and Contract Drawings and especially compare the figured dimensions immediately after contracts are awarded, and before beginning work, and report to the Engineer if any discrepancies or errors appear. Should any portion of the same be obscure or capable of more than one construction, the same shall be decided by the Engineer and her decisions shall be final and conclusive.
- d. All dimensions must be verified at the building site. Dimensions shown in the drawings shall be taken as the required dimensions, regardless of what they may measure according to the given scale on the working drawings. Before proceeding with any work, all Contractors shall verify at the building all measurements, etc. necessary for the perfect and complete fabrication, assembly, and installation of the work. Where figured dimensions are not given, and the exact location of an item is not apparent, the Engineer shall be immediately notified and compute the required measurements. Inadvertent

discrepancies or the omission of details, figures or notes on any Contract Drawings given on another shall not be cause for additional charges or claims. The Contractor agrees that his submitted price for the work includes sufficient money allowances to make his work complete and operable fitting with the existing conditions.

- e. Should one print be superseded by another of later date during the course of work, the contractor shall be responsible for promptly removing the old one from circulation and putting the new one in the hands of his superintendent or foreman. The same shall be done with all instructions from the office of either the Consulting Engineer or City Engineer.
- f. Typical details and symbols, where shown on the drawings, shall apply to each and every item of the project where such items are incorporated. They are not repeated in full on all drawings which in many cases are diagrammatic only. It is the intention that such details shall be applicable in full.

8. ABBREVIATIONS

Portions of these Specifications are of the abbreviated type and include incomplete sentences. Omissions of the words and phrases such as the "The Contractor shall", "in conformity therewith", "shall be ", as noted on the drawings", "according to the plans", "a", "the", and "all", are intentional. Omitted words or phrases shall be supplied by inferences in the same manner as they are when a "note" occurs in the drawings. Words "shall be" or "shall" will be supplied by inference; or by a colon (:) used within sentences or phrases.

9. DUTIES OF INSPECTOR

The Owner's Inspector on the job has authority to reject materials or workmanship which do not meet the contract requirements. He has no authority to make changes; no orders given by him, either written or verbal, will be considered a basis for any claim by the Contractor for extra compensation.

It is not the duty of the Inspector to lay out any work for the Contractor.

10. FOREMAN & ASSISTANTS

Each Contractor shall keep competent general foreman and necessary assistants, satisfactory to the Engineer, in charge of the work during the progress of same. The foreman shall represent the Contractor in his absence, and all directions as to conduct of the work given to him shall be as binding as if given to the Contractor, provided that on request such directions be given in writing. The foreman, mechanics and others employed by the Contractor shall be skilled in the several parts which are given them to do.

Any Contractor performing work of any kind or character who may be represented on the work by a foreman or superintendent, such foreman or superintendent shall be vested with full power and authority by the Contractor whom he represents, to act for and on behalf of such Contractor, in all respects as fully as though he were personally present, without hesitation or reference to the contractor he represents. And in case the said foreman or superintendent neglects or refuses to comply promptly with any of the directions given by the Engineer, the said Engineer shall take such methods as she may consider effective for that purpose, and any expense thus incurred shall be charged to the Contractor.

Every Contractor, whether resident or non-resident, for special or any work not included in the general contract, before submitting his proposal will visit the building and observe the conditions prevailing and what preliminary preparations, in any, have been made for his work, and if any changes will be required to make the work already erected conform with the requirements, he will be expected to make them. All preparations of the Contractor's parts of the building which shall be necessary for the installation of any special work previous to the erection of such special work shall be made at the expense of Contractor for such special work who will be expected to pay for all cutting, fitting, rebuilding, repairing, and finishing of all work thus made or used. Contractors for all special work shall employ the building contractors doing the same kind of work.

11. SUPERVISION

Each Contractor, as a part of his services, shall give personal supervision to the work, and shall carefully study and compare all drawings, specifications, and other information given him by the Engineer, as to figures, materials and methods of construction, using therein the skill and experience for which he receives compensation under this contract, and shall immediately report to the Engineer for rectification of any error, inconsistency or omission therein which he shall discover.

12. LAYOUT

Each Contractor shall give the work his personal attention and supervision, lay out his own work, do all necessary leveling and measuring or employ a competent engineer to do so. It shall be no part of the duty of the Engineer, or any of the inspectors, to perform any of this service. Figures and full size drawings shall take precedence over scale measurements and drawings.

13. PROTECTION

- a. Each Contractor is responsible for all reasonable safety precautions to protect people affected by the work, the work itself, and other property at the site or adjacent thereto. Any night or emergency lighting shall be battery-operated flasher type. Open flame lights

will not be allowed. All necessary additional barricades and other precautions to protect the general public during and after construction periods shall also be provided by each Contractor. Each Contractor as part of his responsibility shall also conform to standards established by O.S.H.A. requirements.

- b. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

Each Contractor as part of his responsibility shall conform, and shall require any subcontractor to conform, to all applicable regulations and standards established by the Occupational Safety and Health Administration, the United States Environmental Protection Agency, and the New York State Departments of Environmental Conservation and Labor, including but not limited to:

- 1. The handling, removal, or disposal of asbestos and asbestos-containing material, including but not limited to supplying all necessary and required air monitoring. The Contractor shall forward all air monitoring analysis sheets to the City of Syracuse at the end of the project.

- 2. Ensuring that all employees performing the work are properly trained, and if necessary, certified in accordance with the applicable regulations.

- c. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- 1. employees on the Work and other persons who may be affected thereby;

- 2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

- 3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

- d. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

- e. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations

and notifying owners and users of adjacent sites and utilities.

- f. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- g. The Contractor shall promptly remedy damage and loss to property referred to in Clauses 13.c.2 and 13.c.3. Any remedy shall be to the satisfaction of the Owner.
- h. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.
- i. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- j. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

14. MATERIAL SAFETY DATA SHEETS

The Contractor shall maintain at the project site, in a readily accessible manner, a Material Safety Data Sheet (MSDS) meeting 29 CFR Part 1926 requirements, for materials to be used in the work, before such materials are first used in the work. The Contractor must maintain, as described herein, an MSDS for all materials to which workers may be exposed to the extent that 29 CFR 1926.59 requires an MSDS for that material. This requirement applies to those materials brought to the project site as well as to those encountered at the project site as a result of the use of materials brought to the site.

15. IMPERFECT WORK

Any unfaithful or imperfect work or materials that may be discovered before the final acceptance of the work, shall be corrected or replaced immediately on the requirements of the Engineer, notwithstanding that it may have been overlooked by the proper inspector and estimated. Any materials condemned or rejected by the Engineer may be branded or otherwise marked, and shall, on demand, be at once removed to a satisfactory distance from the work. Any omission to disapprove of the work at the time of inspection, or at the time of any monthly or other estimate, shall not relieve the Contractor of any of his obligations, and all work of whatever kind which during its progress and before it is finally accepted, may become damaged from any cause shall be broken up and moved and replaced by good, satisfactory work.

16. NOTICE TO DO WORK

In case any Contractor shall fail to do any work which may be required of him in writing by the Engineer, under this contract, within two (2) days after such notice, the Engineer may employ other parties to do such work and the expense thereby incurred will be deducted from the monies due or that may become due the Contractor.

17. CITY ORDINANCES

In all the operations connected with the work herein specified, all City Ordinances and all law controlling or limiting in any way the action of those engaged on the work or affecting the materials applied to them must be respected and strictly complied with. The Contractor shall obtain all required permits and pay all fees for inspection or permits.

In addition, the Contractor is hereby advised that acquisition of certain permits requires the possession of certain licenses issued by the City. These licensing requirements shall not be waived and Contractor's lack of knowledge of these requirements shall not be acceptable grounds for Contractor's failure to meet these requirements.

18. DELAYS

If the Contractor is delayed in the completion of the work by any act or neglect of the City of Syracuse or of any employee of the City or by any other contractor employed by the City, or by changes in the work or by strikes, lockouts, fire, unusual delay by Common carriers, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Engineer, or by any cause which the Engineer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Engineer may decide.

The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act or omission to act of the City or any of its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

19. DEFINITIONS

The term "Contract Documents" or "Bid Documents" refers to the Advertisement, Instruction to Bidders, Information for Bidders, Form of Proposal, Contract & Specification, Contractors Performance Bond, the Clauses Of General Application & Wage Rate Schedules, the Standard

Conditions Of Work (General & Special Provisions), Appendix A - Contract Requirements For Locally Administered Federal Aid Construction Projects, Technical Specifications, Contract Drawings, and any and all addenda issued during the bidding period.

- a. The Owner refers to the City of Syracuse, New York.
- b. The Engineer or City Engineer refers to the City of Syracuse, New York, or her authorized agent. Where the term "Engineer" is used in the technical divisions, it refers to the Consulting Engineer.
- c. The Engineer's Representative refers to the Architect and/or Consulting Engineer, or other authorized agents of the Engineer.
- d. The Architect or Consulting Engineer is the agent of the City of Syracuse acting through the City Engineer and has supervision and direction of the work, and has the authority to stop the work whenever such stoppage may be necessary to insure proper execution of the contract. The Architect will directly receive all questions, shop drawings, etc. of the Prime Contractor which he will answer and approve for the Engineer.
- e. The Contractor refers to any prime contractor engaged on the work.
- f. The Subcontractor refers only to those having a direct contract with the Contractor and it includes one who furnished materials worked to a special design according to plans and specifications, but does not include one who merely furnishes material not so worked.
- g. The Work of the Contractor or Subcontractor includes labor or materials or both.
- h. All time limits stated in the Contract Documents are of the essence of the Contract.
- i. Any items marked "N.I.C." (Not in Contract) will be provided by others.
- j. Unless specifically indicated otherwise, the word "provide" shall mean "furnish, install, and connect, ready for use."

20. EXAMINATION OF PREMISES

- a. The Contractor shall and will visit the site before submitting his proposal and shall acquaint himself with all the present conditions of same and shall include any and all items or work, materials, etc. which are evidently necessary for the work as shown and as specified even though such items may not be expressly shown or specified.
- b. The Contractor shall satisfy himself as to the existing conditions under which he will be

obligated to operate in performing his part of the work, or that will in any manner affect the work under his contract. No allowance shall be made subsequently in this connection in behalf of the Contractor for any error or negligence on his part.

21. LAWS

If the Contractor observes that the drawings and specifications are at variance with any Federal, State, Municipal, local or utility company laws, ordinances, rules or regulations, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such law, ordinances, rules or regulations, and without such notice to the Engineer, he shall bear all costs arising therefrom.

22. ASSIGNING AND SUBLETTING

- a. The Contractor agrees that he is fully responsible to the Owner for the acts and omissions of the Subcontractors and of persons either directly or indirectly employed by him. Refer to Form of Proposal, for listing of Subcontractors and Materials.
- b. Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Owner or any labor organization and the Owner.
- c. It shall be the duty of the Contractor, upon three (3) days notice in writing from the Engineer to dismiss forthwith any such Subcontractor as may be found incompetent, disorderly or negligent. The Contractor shall then employ a subcontractor satisfactory to the Engineer without any change in contract price.
- d. Any Contractor submitting proposals which include work to be done by a Subcontractor or by other than himself shall be responsible for the proposal in its entirety.
- e. The Contractor agrees to bind every Subcontractor, and every Subcontractor agrees to be bound by the terms of the Contract Documents as far as applicable to his work. The subcontractor agrees to assume toward the Contractor all obligations and responsibilities the contractor assumes toward the Owner. The Contractor agrees to assume toward the Subcontractors all obligations the Owner assumes toward the Contractor.

23. ALIEN LAW

This contract shall be void if Section #222, relating to aliens, being Charter 50 of the Laws of 1921, as amended, is not complied with.

24. ACCIDENTS

Written reports of major accidents shall be made to the City Engineer immediately.

25. NEW YORK SALES TAX EXEMPTIONS

The Contractors attention is also directed called to Section 200, INFORMATION FOR BIDDERS.

- a. "Tangible personal property sold to the Contractor or any subcontractor and which is to become an integral part of the Owner's structure, building or real property pursuant to this contract, is not subject to Sales and Compensating Use Taxes of the State of New York or cities or counties therein".

The taxes are not to be included in bids. The exemption does not, however, apply to tools, machinery, equipment, or other property leased by or to the Contractor or a subcontractor or to materials and supplies of a kind which will not be incorporated into the complete project, and the Contractor and his Subcontractors shall be responsible for and pay any and all applicable taxes including Sales and Compensating Use Taxes on such leased tools, machinery, equipment or property or on such unincorporated materials and supplies, and the provisions as set forth below will not be applicable to such tools, machinery, equipment, property and unincorporated materials and supplies.

- b. The sum paid under this agreement shall be deemed to be in full consideration for the performance by the Contractor of all of his duties and obligations under this Agreement.
- c. The Contractor agrees to construct the Project and to furnish all materials and supplies and perform all work and labor required, necessary and proper for or incidental thereto. (In Section 200-17).

26. STATE FINANCE LAW, SECTION 139B

Each Contractor agrees to comply with the provisions of the State Finance Law Section 139b as enacted by Chapter 605 of the Laws of 1959, effective July 1, 1959.

27. GENERAL MUNICIPAL LAW-SECTION 106-WITHDRAWAL OF RETAINED PERCENTAGES.

Notwithstanding any inconsistent provisions of any general, special or local law under any contract heretofore or hereafter made or awarded by any political subdivision, or any officer, board or agency thereof, or of any district therein, the Contractor may, from time to time, withdraw the whole or any portion of the amount retained from payments to the contractor pursuant to the terms of the contract, upon depositing with the fiscal officer of the political subdivision or district therein (1) bonds or notes of the U.S. of America, or obligations, the

payment of which is guaranteed by the United States of America, or (2) bonds or notes of the State of N.Y., or (3) bonds of any political subdivision of the State of N.Y., of a market value equal to the amount withdrawn. The fiscal officer of the political subdivision or of a district therein, from time to time shall pay the same, when and as collected, to the Contractor who deposited such obligations. When the deposit is in the form of coupon bonds, the coupons shall be delivered to the Contractor as they respectively come due. The Contractor shall not be entitled to interest or income on, or the coupons of, any obligations so deposited by him, the proceeds of which shall have been used or applied by the political subdivision or district therein pursuant to the terms of the contract.

28. APPLICABLE LABOR LAWS

The Contractor and each and every Subcontractor performing work at the site of the project to which the contract relates shall comply with the applicable provisions of the "Labor Law" as amended, of the State of New York, and particularly Article 8 thereof.

No laborer, workman or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this contract shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week, except in case of extraordinary emergency caused by fire, flood, or danger to life or property.

In the hiring of employees for the performance of work under this contract or any subcontract hereunder, neither the Contractor nor any Subcontractor shall by reason of race or color, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates, nor shall the Contractor or any Subcontractor discriminate in any manner against or intimidate any employee hired for the performance of work under this contract on account of race or color.

Article 8, Section 220 of the Labor Law as amended by Chapter 750 of the Laws of 1956, also provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages to be paid to all laborers, workmen and mechanics employed on public work projects, including supplements for welfare, pension, vacation and other benefits. These supplements include hospital, surgical or medical insurance or benefits; life insurance or death benefits; accidental death or dismemberment insurance; and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to employees.

Article 8, Section 220 of the Labor Law as amended by Chapter 750 of the Laws of 1956, also provides that the supplements be provided to laborers, workmen and mechanics upon public work "and shall be in accordance with the prevailing practices in the locality...". The amount for

supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements in the locality and a future determination of the Industrial Commissioner may require the Contractor to provide additional supplements.

29. SCHEDULE OF WAGE RATES AND PAYROLL RECORDS

The rates of wages determined by the New York State Industrial Commissioner pursuant to the Labor Law are set forth on the schedule following the last page of this section. This is intended to comply with the requirements of the Labor Law that a schedule of such wages so determined by the New York State Industrial Commissioner Fiscal Officer be incorporated in the specifications by the Owner.

Any trade rate not mentioned hereinbefore but essential for the construction of the project shall be in accordance with rates on file with the Commissioner of Finance and City Auditor of the City of Syracuse.

All Contractors and Subcontractors shall keep the following informative records on the site of the work project on which they are engaged.

1. Record of hours worked by each workman, laborers, and mechanics on each day.
2. Record of days worked each week by each workman, laborer and mechanic.
3. Schedule of occupation of which each workman, laborer and mechanic on the project is employed during each work day and week.
4. Schedule of hourly wage rates and supplements paid each workman, laborer and mechanic for each occupation.

Every Contractor and Subcontractor shall submit to the Department of Engineering within thirty days after the issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll record, as provided by New York State Labor Law, subscribed and affirmed as true under penalties of perjury. The Department of Engineering shall be required to receive and maintain such payroll records. The original payrolls or transcripts shall be preserved for Three (3) years from the completion of work on the awarded project.

By submission of this bid, the Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint bid, each party hereto certifies as to itself, that to the best of their knowledge and belief, the bidder has not been found in willful violation of the New York State Labor Law for failure to pay prevailing wages and supplements, as those terms are defined by New York State Labor Law, within the twelve months immediately preceding the submission of the bid. The City of Syracuse reserves the right to consider evidence or allegations of a violation

of the New York State Labor Law in connection with the award of contracts for public work or the approval of Subcontractors in connection with such work; and at the discretion of the City, a finding by the New York State Department of Labor of a willful violation of a provision of the New York State Labor Law shall constitute evidence and sufficient grounds for the denial of the award of such contracts.

END OF SECTION

SECTION 00800 STANDARD CONDITIONS OF WORK – GENERAL PROVISIONS

GP-1 LINES, GRADES & ELEVATIONS

All work done under this contract shall be to the line and grade as furnished by the engineer for the site or on record with the Department of Engineering.

Control lines and elevations, when provided by the Owner, are as follows:

- The Contract plans contain survey information on baselines and benchmarks.

From the information provided by the Engineer, the Contractor shall verify benchmarks and develop and make all detailed surveys needed for construction. The Contractor shall set and maintain all necessary intermediate points, lines, grades and elevations, and provide slope stakes, offset stakes, batter boards, stakes for pipe locations, and other such items at his own expense. Where the Contractor uses the laser for control, he shall periodically check the grade and alignment during each day's operation.

The Contractor shall furnish copies to the Engineer in advance of construction of grade letters and cut sheets prepared by the Contractor. The accuracy of the Contractor's survey and other required data is the sole responsibility of the Contractor, and the furnishing of data to the Engineer does not constitute a transferal of responsibility for checking.

GP-2 WORKING LIMITS

The available working limits for the work of this contract are the streets right-of-way as shown on the Contract Drawings. The Contractor shall not trespass on to private property without first obtaining the written permission of the City Engineer.

GP-3 EMERGENCY CALLS

The Contractor shall provide the Owner with the phone numbers of at least three (3) responsible persons, to be used during non-working hours and weekends, who shall be in a position to dispatch men and equipment to the project in the event of an emergency.

GP-4 SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the Department of Labor safety and health regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

GP-5 CLEARING AND DISPOSAL

SECTION 00800 STANDARD CONDITIONS OF WORK – GENERAL PROVISIONS

Clearing and disposal of refuse, debris and spoil from the work site by removing or destruction shall be done in accordance with local regulations at approved locations. All spoil material shall be removed from the site immediately.

GP-6 SPECIAL CONSTRUCTION REQUIREMENTS

The Contractor shall visit the site before beginning work and familiarize himself with the conditions affecting the work, and to become fully familiar with existing conditions. Any special construction requirements in excess of those specified in the attached specification or on Contract Drawings shall be the responsibility of the Contractor and no additional payment will be made to him because of lack of knowledge of such conditions. It should be understood that the party or parties inspecting the site must assume all risks and liabilities.

GP-7 WORKDAY

A calendar day shall be considered a normal 8-hour workday. The normal 8-hour workday will be between 7:00 a.m. to 7:00 p.m. with prior consent of the Engineer. Should weekend work be required, the workday will be from 9:00 a.m. to 5:30 p.m. Any work outside the normal 8 hour workday shall be considered overtime. Overtime must be approved in accordance with Article 8 of the New York Labor Law, and any regulations promulgated thereto.

In such cases where overtime is approved, the Owner may require Contractor to pay for any additional engineering and inspection expenses incurred by the Owner. The decision to charge for such additional engineering and inspection expenses shall rest solely with the Owner.

GP-8 PAVEMENT CUTS

All pavement cuts shall be sawed - All edges are to be plumb. All cuts to be either perpendicular or parallel to the normal traffic flow. Restoration of surfaces shall be as shown on the Contract Drawings or as otherwise directed by the Engineer.

GP-9 STREET CLOSING

All street closings SHALL BE only with the permission of the Engineer and the approval of the Owner.

Forty-eight (48) hour notice as to street closing must be given to the Owner. The Engineer's decision on all closing and/or openings shall be final. The Contractor shall notify the City of Syracuse, Department of Public Works Dispatch Office, Fire Department, Police Department, 911 and Centro, prior to the closing and re-opening of any and all city streets.

SECTION 00800 STANDARD CONDITIONS OF WORK – GENERAL PROVISIONS

GP-10 WORK ZONE TRAFFIC CONTROL

The Contractor shall be required to maintain Work Zone Traffic Control at all times including the periods when construction operations are shut down. The Contractor shall provide and maintain safe and adequate ingress and egress from, all residences and places of business.

All work areas are to be protected by barricades and fencing, cones, or barrels; and by flashers. Flashers are to be located immediately, adjacent to all Work Area Locations, are to operate during all periods of darkness. All construction signs, cones, barricades and flashers are to be constructed, installed and maintained in accordance with the current National Manual on Uniform Traffic Control Devices and the New York State Department of Transportation (NYSDOT) Supplement, and any amendments thereto, a copy of which may be inspected at the office of the Owner. All construction and detour signs, cones, barricades and flashers must be inspected and approved by the Owner prior to installation. Any variations of the above requirements and as shown on the Contract Drawings pertaining to traffic control devices requested by the Contractor must be reviewed and approved by the Engineer and Owner. Some of the requirements of this section may be waived on low traffic, local roads only at the discretion of the Owner.

The Contractor shall comply with the requirements of the current National Manual on Uniform Traffic Control Devices and the NYSDOT Supplement, and any amendments thereto, for both vehicles and pedestrians during the course of the work. The WORK ZONE TRAFFIC CONTROL PLAN shall comply with current National Manual on Uniform Traffic Control Devices and the NYSDOT Supplement, and any amendments thereto,, the ordinances of the City of Syracuse, requirements of this contract, and the policies of the Engineer. Any changes in the contractors Work Zone Traffic Control Plan ordered by the Engineer (or his staff) shall be made at no additional cost to the City. The CITY ENGINEER is the FINAL regulatory authority in the City of Syracuse for all traffic matters. Direction given by the City Engineer shall be complied with at no additional cost to the owner. The inspector or Engineer may advise the Contractor of any defects in the Work Zone Traffic Control Plan which the Contractor shall remedy at no additional cost.

Various Work Zone Traffic Control Plans or details that may be included are to provide guidance in carrying out the Work Zone Traffic Control. The Contractor has the final responsibility for this task.

GP-11 TEMPORARY STRIPING

The Contractor shall provide temporary pavement markings on streets that have existing pavement markings. The Contractor shall be responsible for taking an inventory of the existing pavement markings before removing them. If the road is going to be open to traffic before new

SECTION 00800 STANDARD CONDITIONS OF WORK – GENERAL PROVISIONS

permanent markings are installed, the Contractor shall be responsible for installing temporary pavement markings as necessary to properly direct traffic. These markings shall include, at all appropriate

locations, edge lanes, lane lines (solid or broken), channelizing lines, dotted lines, plus any markings directed by the Owner. The Contractor shall be liable for any accidents caused by not having adequate temporary pavement markings.

GP-12 RESIDENT NOTIFICATION

The Contractor shall notify residents within the work area of lengths of time of road closing. Sufficient notice shall be given prior to the beginning of work. The City will provide the Contractor door knockers which the Contractor shall distribute to businesses and residences the day before work is to commence on a street which will be temporarily closed or when cars will be prohibited from parking on the street. The Contractor assumes responsibility for the failure of businesses or residents to receive the notices.

GP-13 PREVENTION OF SURFACE AND SUBSURFACE WATER IN SANITARY SEWERS

Contractors who allow surface or subsurface water to enter the sanitary system are in direct violation of Section 3.3 of the Onondaga County Sewer Use Ordinance and are subject to the penalties outlined in Article V, Section 5.2 of this Ordinance. The fine stipulated is \$500 for each occurrence. Each day is considered a separate occurrence.

GP-14 RATE OF PROGRESS - WORK SCHEDULE

The Work schedule for this project shall be generated and updated utilizing approved scheduling software. The rate of progress of the Work shall be as nearly uniform as practicable and shall be such that all Work under the Contract will be completed within the time specified, or before such later date to which the time of completion may have been extended by the Owner.

The Contractor shall within ten days following the execution of this Contract prepare and submit to the Engineer for approval, two copies of a practical and feasible Work schedule showing the order and date on which the several salient features (including equipment) will be started and completed.

The schedule shall utilize a Work Breakdown Structure (WBS) acceptable to the City Engineer that defines work areas and types of work. The City Engineer shall approve the complete schedule. Approval of the Initial Baseline CPM Construction Schedule by the City Engineer shall not be construed to imply approval of any particular method or sequence of construction or to relieve

SECTION 00800 STANDARD CONDITIONS OF WORK – GENERAL PROVISIONS

the Contractor of providing sufficient materials, equipment, and labor to guarantee completion of the project in accordance with the contract proposal, plans, and specifications. Approval shall not be construed to modify or amend the completion date. Completion dates can only be modified or amended by standard contractual means.

The Contractor shall submit weekly to the engineer a revised schedule. The schedule shall include: a detailed plan of work planned for the next two (2) weeks of work, a listing of anticipated work planned for the following four (4) weeks of work, and a projection of work scheduled weekly, to be completed through the end of the current construction season. The schedule shall be updated to include all work and progress up to and including the last working day of the month. This will establish the "Data Date". The Monthly update shall detail progress based on actual dates of activities started and completed, the percent of work completed to date on each activity started but not yet completed and the status of procurement of critical materials. The updated schedule data shall be submitted in both a hard copy and an electronic file format acceptable to the City Engineer. Interim Payments shall not be processed until Contractor submits their updated schedule. Failure to have an approved schedule for two consecutive weeks shall allow the Engineer to proceed under Section 00500-L at his discretion

Where there is more than one Contract on the Project, the General Contractor shall, within ten days following the execution of his Contract with the Owner, submit two copies of his own proposed Work schedule to the Engineer for review. After review, sufficient additional copies of the schedule shall be submitted to the Engineer for transmittal of two copies of each of the other Contractors, who shall then prepare and submit their own Work scheduled for review. The General Contractor shall then incorporate these schedules into his schedule.

The Contractor on each Contract shall adhere to the approved Work Schedule for his Contract. In the event a Contractor does not adhere to this Work Schedule and causes other Contractors to be damaged, the Contractor causing the delay shall defend, indemnify, and save harmless the Owner and Engineer from all actions and charges of the other Contractors against the Owner or Engineer caused by said delay.

GP-15 EROSION & SEDIMENT CONTROL

The Contractor as part of his responsibility shall conform to all applicable Erosion and Sediment Control procedures, rules and regulations, and standards as found in NYSDEC's current New York State Standards and Specifications for Erosion and Sediment Control, and any amendments thereto.

Erosion and sediment control measures shall be installed and maintained in accordance with

SECTION 00800 STANDARD CONDITIONS OF WORK – GENERAL PROVISIONS

NYSDEC's current New York State Standards and Specifications for Erosion and Sediment Control, and any amendments thereto.

GP-16 SHOP DRAWINGS

The Contractor shall provide shop drawings, setting schedules and such other drawings that may be necessary for the prosecution of the Work in the shop and in the field as required by the drawings, specifications or Engineer's instructions. Deviations from the drawings and specifications shall be called to the attention of the Engineer at the time for the first submission of shop drawings and other drawings for review. The Engineer's review of any drawings shall not release the Contractor from responsibility for such deviations. Shop drawings shall be submitted according to the following schedule:

- a. Six (6) copies shall be submitted sufficiently in advance of the time when items included therein are to be needed to prevent delay of the Work.
- b. The Engineer will return one (1) copy to the Contractor marked with all corrections and changes.
- c. The Contractor shall then correct the shop drawings to conform to the comments made by the Engineer.
- d. Following completion of such comments by the Contractor, the Contractor shall furnish the Engineer six (6) copies of the shop drawings showing the Contractor's corrections and changes.

Shop Drawings are the responsibility of the Contractor. The project includes materials that are required to be manufactured from an approved shop drawing, in accordance with the Technical sections contained in the specification.

The Owner /Engineer will be receptive of receiving shop drawings from the apparent low bidder, for Contract Items deemed to be on the critical path schedule of the Contract, (i.e.: precast drainage units), prior to award of contract. All work associated with developing and submitting shop drawings in advance of the Notice of Award of Contract will be at the risk of the Contractor. If an Award of Contract is not made, the Owner shall not be obligated to reimburse the Contractor for the preparation of shop drawings.

SECTION 00800 STANDARD CONDITIONS OF WORK – GENERAL PROVISIONS

GP-17 USE OF CONTRACT DOCUMENTS

The Contractor shall keep at the Site of the Work at least two copies of the Contract Documents and shall at all times provide the Engineer, and other representatives of the Owner, access thereto. One copy shall be available for ready reference and the other shall be used for record purposes.

GP-18 RECORD DRAWINGS

The copy of the Contract Drawings provided to the Contractor for record purposes in accordance with GP-17 above, shall be annotated by the Contractor to record all changes made during the construction process. Said copy shall be available to the Engineer and a reproducible copy shall be delivered to the engineer by the Contractor upon completion of the Project.

GP-19 FINAL CLOSEOUT DOCUMENTS

The following documents are required in order to process final payment in addition to other requirements listed elsewhere in the specifications:

1. AIA Document G706, Contractor's Affidavit of Payment of Debts & Claims.
2. AIA Document G706A, Contractor's Affidavit of Release of Liens.
3. AIA Document G707, Consent of Surety Company to Final Payment.
4. Final DBE Utilization Plan (required forms as defined in Appendix "A") must be submitted to the Minority Affairs Office for approval.
5. Prime Contractor Certification - see Section 00300.
6. Subcontractor Certification - see Section 00300.
7. Reproducible As-built drawings.
8. Final Application for Payment (including AIA G702, G703, & Schedule of Values).
9. Final Change Orders (If any), AIA G701
10. Product Warranty Information

The Contractor shall be required to retain for six (6) years all project documentation, except as otherwise provided herein, from the date of final payment.

GP-20 SCHEDULE OF VALUES

Prior to notification of award of contract (or intent to award), the apparent successful Bidder

SECTION 00800 STANDARD CONDITIONS OF WORK – GENERAL PROVISIONS

shall submit the following information to the Engineer in writing:

- A.** For each of the lump sum items: Provide a schedule for values for major products, assemblies, or operations indicating separate amounts for (a) purchased materials, (b) labor, and (c) construction equipment, which total the lump sum bid for each item.
- B.** For each of the unit price items: Provide a schedule of values for the portion of the unit price allocated to (a) purchased materials, (b) labor, and (c) construction equipment which total to the unit price bid for each item.

The breakdowns will be reviewed by the Engineer. Any additional detail or justification for cost distribution shall be provided by the apparent successful Bidder upon request.

The breakdowns for lump sum items shall serve as a basis for computing progress payments during construction for installed portions of lump sum items and to assist the Engineer in determining if change order costs are reasonable.

The breakdowns of unit price items will not be used in computing progress payments, but will be used to assist the Engineer in determining if change order costs are reasonable.

GP-21 POLES AND POSTS WITHIN LINE OF WORK

The removal, replacement, support or other handling of poles and posts of the public service corporations, coming within the lines of the work shall be accomplished by the Contractor at his expense in accordance with arrangements satisfactory to the public service corporations involved. The Contractor, at his own expense, shall remove, replace, or support all other posts as may be required.

GP-22 PROTECTION OF FACILITIES

- A)** CITY MONUMENTS Where City monuments are encountered in sidewalks to be replaced, particular care must be taken to protect them from damage or disturbance in any way. If any monuments frames and covers are encountered, in a sidewalk that is to be replaced, the Contractor shall carefully remove same and replace it in the new walk.

If cast iron crocks and covers are missing, Contractor is to contact the City Engineer's Office before sidewalk can be poured. The City Engineer's Office will supply the Contractor with the necessary crocks and covers and the Contractor will replace sidewalk.

SECTION 00800 STANDARD CONDITIONS OF WORK – GENERAL PROVISIONS

If Contractor covers City monuments, he will be required to remove sidewalk, set a crock and cover and replace sidewalk at his expense.

A MINIMUM 72-HOUR NOTICE SHALL BE GIVEN THE CITY ENGINEER'S OFFICE, DIVISION OF MAPPING AND SURVEY (448-8211) PRIOR TO EXCAVATION OF EXISTING WALKS AND STREET CORNERS.

B) PROTECTION OR REMOVAL BY OTHERS Contractor shall not permit or cause any hindrance to or interfere with any individual, municipal department, public service corporation, or other company or companies in protecting its or their mains, pipes, poles, pots or other structures, nor in shifting, removing, or replacing the same. The Contractor shall allow said individual, department, company or companies to take all such measures, as they may deem wise to protect their structures.

C) TRAFFIC LOOPS: The Contractor shall be responsible for protecting any existing traffic loops and any conduit and cable associated with the traffic signal system during construction. If the Contractor damages anything, he shall be responsible for repairing or replacing in kind at no expense to the City.

GP-23 MAINTAINING FLOW OF SEWERS, WATER LINES AND DRAINS

The Contractor shall, at his own cost and expense, provide for and maintain the flow of all sewers, drains, house or inlet connections and all watercourses, which may be met with during the progress of the work. He shall not allow the contents of any sewer, drain or house inlet connection to flow into trenches, sewers or other structure to be constructed under the Contract, and shall at his own cost and expense, immediately remove and cart away from the vicinity of the work all offensive matters. The Contractor shall, at his own cost and expense, provide for and maintain the flow in all water mains or laterals, which may be met with during the process of the work. **In the event that a water service is pulled or damaged during construction, the Contractor will be required to immediately replace at his own expense, the entire service from the main to the curb box under the direction of the City Water Department. A licensed plumber must do this replacement. The Contractor shall immediately contact the Superintendent of Maintenance and Operations, at 473-2860 for required approvals and inspections, and for any other instructions.** When water main or laterals are to be disturbed to the extent that the water will be shut off, the Superintendent of Water 473-2860 and all parties being served by the lines involved shall be notified twenty-four (24) hours in advance, giving them time and duration of the shut-off period. The Fire Department shall be notified in cases involving fire hydrants. In the case of an

SECTION 00800 STANDARD CONDITIONS OF WORK – GENERAL PROVISIONS

accidental breaking of a water line, the repairs of such a break shall have priority over all other operations. The parties whose services are affected by the break shall be notified at once and all assistance given to supply emergency water where necessary by temporary lines, tank truck, or private or public properties shall be promptly and correctly restored at the contractor's expense.

GP-24 ALTERATIONS AND MODIFICATIONS

The Owner may at any time make alterations and modifications in the Contract, and the Contractor shall conform to such alterations and modifications, but no work shall be done or materials be furnished by the Contractor pursuant to such alterations and modifications until a supplementary agreement therefore has been made and entered into in writing between the Contractor and the owner, and the Contractor shall not recover anything extra for work or materials furnished on account of such alterations or modifications unless such a contract has been made, as required by law. It is expressly agreed on and understood that alterations and modifications thus made shall not in any way affect the validity of the original Contract or Bond, or the liability of the signers thereof, and all work done under such supplementary Contract shall be subject to all provisions of the original Contract not expressly altered or modified.

Construction conditions may require that minor changes be made in the location and installation of the work and equipment to be furnished and other work to be performed hereunder and the Contractor, when ordered by the Engineer, shall make such adjustments and changes in said location and work as may be necessary, with out additional cost to the Owner, provided such adjustments and changes do not alter the character, quantity or cost of the work as a whole.

GP-25 EXTRA WORK

The Owner may at any time, by a written order, and without notice to the sureties, require the performance of such EXTRA work or changes in the work as he may find necessary or desirable, but an order for extra work shall be valid only when issued in writing and signed by the City Engineer, or a designated representative. The amount of compensation to be paid to the Contractor for any extra work, as so ordered, shall be determined as per NYSDOT specifications 109-05 Extra Wok and Time Related Compensation.

GP-26 WORK DELETED FROM CONTRACT SCOPE

The Owner retains the option to delete portions of the work from the Contract scope for any reason including budgetary constraints. Deductions to the Contract amount for such work deleted shall be computed based on the same methods as detailed in sub-section GP-27-A below.

SECTION 00800 STANDARD CONDITIONS OF WORK – GENERAL PROVISIONS

GP-27 PAYMENTS

A. - ESTIMATED QUANTITIES

The Contractor agrees that the estimated quantities stated in the bid are only for the purpose of comparing on a uniform basis, the bids offered for the work under the Contract, and he further agrees that he is satisfied with and will at no time dispute the said estimated quantities as a means of comparing the bids aforesaid; that he will make no claim of any nature against the Owner or Engineer because of the difference between the quantities of the various classes of work actually furnished and the said estimated quantities, even though the estimated quantities prove grossly different from the actual, and that the Engineer may without alterations or modification of the Contract, increase, or omit the amount of any class or portion of the work as may be deemed necessary.

In the event that the quantities of various items actually used are either higher or lower than the quantities stated in the bid, the Contractor agrees that the applicable unit prices bid shall be used as the sole basis for computing payment.

B. - PRICES

The prices herein agreed to for the performance of the work shown and as specified and the furnishing of the materials and supplies shall be inclusive, that is, the said price shall include not only the doing of the work and the furnishing of said materials and supplies but also labor, tools and other materials whether the same are required directly or indirectly unless otherwise specified.

Where work is to be measured for payment by units of length, area, volume or weight as stated in the Bid, only the net amount of work actually done, as it shall appear in the finished work and as measured only inside of the payment lines described in the Contract Documents, or as is ordered, shall be paid for, local customs to the contrary notwithstanding. For the estimating of quantities in which the computation of areas by geometric methods would be comparatively laborious, it is stipulated and agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas.

Where a lump sum price is bid for an item in the Bid, the lump sum price shall be for the work complete as described in the Item and shall include the cost of all equipment, materials, and labor, specified or implied, incidental to the work complete and ready for service and in accordance with

SECTION 00800 STANDARD CONDITIONS OF WORK – GENERAL PROVISIONS

the Contract Documents.

C. -CURRENT ESTIMATE

The Engineer shall make an approximate estimate each month of the value of the work done and materials incorporated in the work to the date of the estimate less any amount previously paid to the Contractor, provided the said monthly work exceeds one thousand dollars in value. The Owner will pay the Contractor, in accordance with the terms of this Contract, on the basis of these estimates, less an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged, provided that the Contractor has submitted all required documentation to the satisfaction of the City Engineer, the City shall advance to the Contractor for payment the full estimated value requested, however, that the Contractor submit all required documentation to the satisfaction of the City Engineer. Payment shall not be made for the full estimated value where the contract does not require the Contractor to provide a performance bond and a labor and material payment bond, both in the full amount of the Contract. In those cases the City shall be entitled to retain ten percent (10%) of each estimate amount to cover what would otherwise be covered by the performance bond and a labor and material payment bond.

In making monthly estimates of the value of the work done and materials incorporated in the work, the Contractor may include in the current estimates (with the Owner's approval) the delivered cost, as modified below, of equipment and non-perishable materials which have been tested for adequacy

and which have been delivered to the site or off-site by the Contractor and/or subcontractor and adequately protected from fire, theft, vandalism, the effect of the elements, and any damage whatsoever. Such materials and equipment shall at all times be available for inspection by the Engineer and the Owner. The Owner may limit such payment to materials in short and/or critical supply and materials specifically fabricated for the project each as defined in the Contract.

No progress payment shall, however, be made for said material and equipment until:

- a. The Contractor furnishes to the Engineer invoices establishing the value of the said materials and/or equipment, with an indication of the amount the Contractor agrees to pay the vendor, which must be at least ninety percent of the invoice value. Such invoices shall be furnished at least ten days in advance of the date of preparation of the monthly estimates as established by the Engineer.
- b. The Engineer shall have inspected said material and equipment and recommended payment therefore;

SECTION 00800 STANDARD CONDITIONS OF WORK – GENERAL PROVISIONS

- c. The Contractor furnishes to the Owner, unless otherwise specified, the fire insurance policies, with the broad form extended coverage endorsement, for said material and equipment, in an amount equal to one hundred percent of the value thereof, which policy shall be maintained at the sole cost and expense of the Contractor, until said material and equipment has been incorporated into the Project. Such insurance to be as provided in this Contract.

Within sixty days of the submission to the Owner of any progress payment including payment for said materials and/or equipment, or within thirty days of the date of payment to the Contractor by the Owner, whichever is longer, the Contractor shall furnish to the Engineer satisfactory evidence that the funds included in the progress payment for said materials and/or equipment have been paid to the vendors supplying such items. Satisfactory evidence shall be a cancelled check in the correct amount and including identification of the invoice or invoices paid; a letter or telegram from the vendor stating the amounts and invoices that have been paid (such communication shall be signed by a properly authorized employee of the vendor); or a receipted invoice.

Should the above evidence of payment not be furnished, the Engineer will deduct any funds included in previous estimates for such materials and/or equipment for which said evidence has not been furnished from the current payment estimate.

Any payment made for materials and equipment delivered will not relieve the Contractor of any responsibility for furnishing all the necessary equipment and materials as needed for prosecution of the work in the same manner as if such payments had not been made.

Any claims, liens and judgments referred to in this section shall pertain to the project and shall be filed in accordance with the terms of the applicable Contract and/or applicable laws.

In the event that the terms of payment on a public works project as provided in this section are preempted or superseded as a result of the provisions of any of any federal statute, regulation or rule applicable to the project, the terms of this section shall not apply.

GP-28 SPECIFICATIONS FOR CONTRACT

The Specifications covering this Contract are the General Requirements and Specifications enclosed herein, and the current New York State Department of Transportation "Standard Specifications, Construction and Materials and revisions thereto.

When references are made in these Specifications to the New York State Department of Transportation Standard Specifications refer to the Department, Commissioner, or Chief Engineer,

SECTION 00800 STANDARD CONDITIONS OF WORK – GENERAL PROVISIONS

it shall be assumed that the Owner is implied. Reference to the Engineer shall mean the Resident Engineer representing the Owner is implied. The Specifications, Plans, and Contract Documents provided by the Owner shall govern over those of other agencies but where the method of work, requirement of materials, and the method of payment are not included in the Contract Documents provided by the Owner, the New York State Department of Transportation "Standard Specifications, Construction and Materials and revisions thereto, as mentioned above shall govern.

The Contractor shall be aware that the Contract Documents include Special Specifications for which he is responsible for in the performance of the contract. As a guide to the Contractor, the New York State Department of Transportation Special Specifications are typically developed for items that will be infrequently used. Their identifying item numbers include a two-digit suffix in the seventh and eighth character positions after the decimal point.

GP-29 CONTRACT DETAILS

In amplification of Information for Bidders found in Section 200, subsection 10, and GP-28 above, it should also be noted that all Construction Details found in the Contract Drawings and discussed in the Special Specifications shall apply, otherwise the New York State Department of Transportation Standard Sheets shall be used and considered as part of the Contract Documents.

GP-30 INSPECTION AND TESTING

The Bidder is advised of the following:

- A. **General:** It is the intention of the Specifications that materials of construction shall be obtained from sources on the current New York State Department of Transportation Approved Materials and Suppliers List. Tests made by New York State Department of Transportation are acceptable to the Owner. This shall in no way preclude the Owner from requiring retesting or additional tests if in the opinion of the Engineer it is in the best interests of the Owner to do so.

When inspections, tests, analyses, etc. for **Quality Assurance** are required by the Plans and Specifications or ordered by the Engineer in accordance with the Plans and Specifications, they shall be performed at the expense of the **Owner**. When inspections, tests, analyses, etc. for **Quality Control** are required by the Plans and Specifications or ordered by the Engineer in accordance with the Plans and Specifications, they shall be performed at the expense of the **Contractor**. When a laboratory does such work, the laboratory shall be approved by the Engineer prior to the use of said laboratory. Unless otherwise noted in

SECTION 00800 STANDARD CONDITIONS OF WORK – GENERAL PROVISIONS

the Plans or Specifications, the results of all such inspections, tests, analyses, etc. shall be expeditiously furnished in duplicate to the Engineer. Field tests of the material and equipment installed shall be made by the Contractor, at his own expense, when ordered by and under the observation of the Engineer. These tests may be made by the Engineer at his discretion. If so, the Contractor shall furnish, at his own expense, the materials required for field tests and reasonable labor to assist the Engineer in conducting the tests.

- B. **Fine Aggregates, Coarse Aggregates, Sands, Mineral Filler, Stone, Gravel, Slag:**
All fine aggregates, coarse aggregates, sands, mineral fillers, stone, gravel, slag, and similar materials shall be tested prior to their incorporation in the work as required by the Plans and Specifications, or as directed by the Engineer. Certified sieve analysis shall be submitted from the supplier to ascertain gradation requirements. Sieve analysis and moisture determinations shall be taken and tested by an approved laboratory as required by the Engineer during the course of the work.
- C. **Concrete:** The Contractor shall submit a written certification by the concrete supplier that all concrete supplied for the project is in accordance with the approved mix design. Slump tests shall meet the requirements of the current New York State Department of Transportation's Standard Specifications, and any revisions thereto. Crushed gravel for Coarse Aggregates shall not be used unless approved in writing by the Engineer.

GP-31 PROJECT MEETINGS

When required by the Engineer, the Contractor shall perform administrative and procedural requirements for the following meetings:

Pre-Construction Conference.
Progress Meetings.
Coordination Meetings.

PRE-CONSTRUCTION CONFERENCE

- A. The Contractor shall schedule and conduct a pre-construction conference and organizational meeting at the Project site or other convenient location prior to commencement of construction activities. 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 each be represented at the conference. All participants at the conference shall be

SECTION 00800 STANDARD CONDITIONS OF WORK – GENERAL PROVISIONS

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 the 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.
 24. Erosion Control

PROGRESS MEETINGS

- A) The Contractor shall schedule and conduct progress meetings at the Project site at intervals as determined by the Engineer.
- B) Attendees: In addition to representatives of the Owner and Engineer, each Subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with the Project and authorized to conclude matters relating to progress.

SECTION 00800 STANDARD CONDITIONS OF WORK – GENERAL PROVISIONS

- C) Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the Project.
- 1) Contractor's Progress Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Progress Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 2) Review the present and future needs of each entity present, including such items as:
 - a. Interface requirements.
 - b. Time.
 - c. Sequences.
 - d. Status of schedule.
 - e. Deliveries.
 - f. Off-site fabrication problems.
 - g. Access.
 - h. Site utilization.
 - i. Temporary facilities and services.
 - j. Hours of Work.
 - k. Hazards and risks.
 - l. Housekeeping.
 - m. Quality and Work standards.
 - n. Change Orders.
 - o. Documentation of information for payment requests.
- D) Schedule Updating: Revise the progress schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently to all Attendees within three (3) days after the meeting.

COORDINATION MEETINGS

- A) The Contractor shall schedule and conduct coordination meetings at the Project site at regularly scheduled times convenient for all parties involved.

SECTION 00800 STANDARD CONDITIONS OF WORK – GENERAL PROVISIONS

Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and special pre-installation meetings.

- B) Request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.

GP-32 CONDITION OF WORK SITE

The Contractor must provide the following conditions at all times to insure the safety of traffic and pedestrians (Also see Section GP-10). Failure to comply with this requirement could result in the immediate shutdown of the Contractors operations under this contract, until all of the following conditions (if applicable) are to the satisfaction of the Owner.

BARRICADES: Barricades must protect any cuts in the pavement. Barricades must be in form of plastic drums that are completely visible during both daylight and evening. Barricades must be connected by a luminous (night visible) reflective cord, to define the road trenches. Corners shall be treated with great care. One (1) barricade at each of the end of the corner radius must be present, plus one (1) barricade at the previously described. These barricades must protect traffic and pedestrians from any excavation. During excavation and construction, flagmen must be furnished where necessary as determined by the Contractor or, as directed by the Engineer.

- b) **PLATES/RUN-OFF-BANK, OR, RUN-OF-CRUSHER STONE:** Private residences that will have their driveway trench exposed so as not to permit entry for more than twenty-four (24) hours, must be either plated or have the trench filled with run-of-crusher stone or run-off-bank stone, to grade to allow ingress and egress during this period. Any business or commercial property that would have work undertaken in front of this property during the week, which would result in inaccessibility of their driveway for a period exceeding one workday, must have the opening either covered with steel plate or filled to grade with run-of-crusher stone until the site can be completely restored to grade with permanent material. All necessary steps to accommodate business properties will be taken to insure that this construction work will not adversely affect their daily business.
- c) **CONTRACTOR'S RESPONSE TO COMPLAINTS:** Complaints received by the Owner from persons and businesses affected by Contractor's work will be channeled directly to the Contractor by the Owner. Response to this complaint must be immediate. Should the Owner find that a complaint has not been attended to in an expeditious and professional manner by the Contractor's, the Owner shall rectify the complaint by hiring an outside contractor, or use City forces to remedy the complaint. Actual

SECTION 00800 STANDARD CONDITIONS OF WORK – GENERAL PROVISIONS

damages of the amount determined to cover this remedying, shall be assessed against the Contractor.

- d) CLEAN UP OF SITE: Job site must be maintained and kept in a clean, orderly appearance at all times. No stone, topsoil, etc. will be tolerated in the streets or walks after shutdown of work site at the end of each day.
- e) AVAILABILITY OF CONTRACTOR (AND SUBCONTRACTOR): Contractor must provide emergency phone numbers where they can be reached at all times, on a twenty-four hour basis. The Contractor must be capable of responding to the request of the Owner to return to the job site to correct any hazard or unexpected problem needing immediate attention.

GP-33 COMPLETION OF WORK - END OF SEASON

If the Contractor or Subcontractors at the end of the construction season choose to suspend operations for the winter, the Owner shall require that all work sites in progress be completed before suspending such operations for the winter. The choice of the Contractor or Subcontractors to suspend operations shall not in any way affect the date of completion indicated in Section 00200-8.

GP – 34 LIQUIDATED DAMAGES

In addition to the rights listed in Section 00500-J the Owner shall have the right to deduct from monies owed the Contractor any costs incurred due to the failure to perform or respond in a timely fashion under the terms of this contract.

GP – 35 CONTRACT TERMINATION

The Owner reserves the right to terminate this contract with thirty (30) days written notice to the Contractor.

END OF SECTION

NYSDOL PREVAILING WAGE REQUIREMENTS **& WAGE SCHEDULE**

Public Work Contractor and Subcontractor Registry

Starting December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by Article 8 of the Labor Law are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i.

Private projects subject to Article 8 of the Labor Law include those covered by Labor Law Sections 224-a (public subsidy funded projects), 224-d (renewable energy systems), 224-e (broadband projects), 224-f (climate risk-related and energy transition projects, and roadway excavations).

The law defines a "contractor" as any entity entering into a contract to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication. The law defines "subcontractor" as any entity subcontracting with a contractor to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication, which is subject to Article 8 of the Labor Law. Contractors are responsible for verifying that any subcontractors they work with are registered.

Contractors need to register before submitting any new bids or commencing new work on a covered project on or after December 30, 2024. Subcontractors need to register before commencing new work on a covered project on or after December 30, 2024. NYSDOL encourages all contractors and subcontractors to register as soon as possible to obtain a Certificate of Registration to avoid negatively impacting a bidding period or project schedule.

For more information regarding public work and prevailing wage, visit our website:
<https://dol.ny.gov/bureau-public-work-and-prevailing-wage-enforcement>

Contractors are required to submit their Registry Certificate (PW55) to the City prior to beginning work.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

city of syracuse

John Kivlehan, Division Engineer
Dept of Engineering
233 E. Washington St
syracuse NY 13202

Schedule Year 2024 through 2025
Date Requested 08/20/2024
PRC# 2024010614

Location E Brighton Ave
Project ID# PIN 375680
Project Type Paving project and associated improvements

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 2024 through June 2025. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. 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 12226

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

Both the PW 16 and PW 200 forms are available for completion online.

Hours

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

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form from the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

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 journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

city of syracuse

John Kivlehan, Division Engineer
Dept of Engineering
233 E. Washington St
syracuse NY 13202

Schedule Year 2024 through 2025
Date Requested 08/20/2024
PRC# 2024010614

Location E Brighton Ave
Project ID# PIN 375680
Project Type Paving project and associated improvements

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: ____/____/____	☐ (01) General Construction	
Approximate Completion Date: ____/____/____	☐ (02) Heating/Ventilation	
	☐ (03) Electrical	
	☐ (04) Plumbing	
	☐ (05) Other : _____	

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Social Security Numbers on Certified Payrolls:

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, <https://dol.ny.gov/public-work-and-prevailing-wage>

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

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.

(12.20)

**To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12226

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



Required Notice under Article 25-B of the Labor Law

**Attention All Employees, Contractors and Subcontractors:
You are Covered by the Construction Industry Fair Play Act**

The law says that you are an employee unless:

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor, **you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

Penalties for paying workers off the books or improperly treating employees as independent contractors:

- **Civil Penalty**
First offense: Up to \$2,500 per employee
Subsequent offense(s): Up to \$5,000 per employee
- **Criminal Penalty**
First offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing public work for up to one year.
Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a \$50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name:

IA 999 (09/16)

WE ARE YOUR DOL



Department
of Labor

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A:

PUBLIC WORK PROJECT

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

Chapter 629 of
the Labor Laws
of 2007:

These wages are set by law and must be posted at the work site. They can also be found at:
<https://dol.ny.gov/bureau-public-work>



If you feel that you have not received proper wages or benefits,
please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

* For New York City government agency construction projects, please
contact the Office of the NYC Comptroller at (212) 669-4443, or
www.comptroller.nyc.gov – 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 of 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 12226

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

Onondaga County General Construction

Boilermaker

08/01/2024

JOB DESCRIPTION Boilermaker

DISTRICT 7

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2024

Boilermaker \$ 37.98

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.62*
+ 1.48

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

NOTE: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed. When Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES

WAGES per hour: Six (6) month terms at the following percentage of Journeyworker's wage.

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

SUPPLEMENTAL BENEFITS per hour:

\$ 19.78*	\$ 19.78*	\$ 20.76*	\$ 21.73*	\$ 22.71*	\$ 23.69*	\$ 24.67*	\$ 25.64*
+ 1.48	+ 1.48	+ 1.48	+ 1.48	+ 1.48	+ 1.48	+ 1.48	+ 1.48

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

7-175

Carpenter - Building

08/01/2024

JOB DESCRIPTION Carpenter - Building

DISTRICT 6

ENTIRE COUNTIES

Onondaga

WAGES

Per hour:	07/01/2024	07/01/2025 Additional
Carpenter	\$ 31.35	\$ 1.15*
Floor Coverer	31.35	1.15*
Carpet Layer	31.35	1.15*
Drywall	31.35	1.15*
Diver - Wet Day	61.25	0.00
Diver - Dry Day	32.35	1.15*
Dive Tender	32.35	1.15*

* To be allocated at a later date.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- Pile Drivers/Dock Builders shall receive \$0.25 per hour over the Journeyworker's rate of pay when performing piledriving/dock building work.
- Certified Welders shall receive \$1.00 per hour over the Journeyworker's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work.
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):

- 0' to 80' no additional fee
81' to 100' additional \$0.50 per foot
101' to 150' additional \$0.75 per foot
151' and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
0' to 50' no additional fee
51' to 100' additional \$0.75 per foot
101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

SHIFT WORK

On Agency/Owner mandated shift work, the following rates will be applicable:

- 1st Shift - Regular Rate
- 2nd Shift - Premium of 7% of base wage per hour
- 3rd Shift - Premium of 14% of base wage per hour

Shift work shall be defined as implementing at least two (2) shifts in a twenty-four (24) consecutive hour period. Shift work must be for a minimum of three (3) consecutive days.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 21.64

OVERTIME PAY

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

HOLIDAY

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

NOTE: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

REGISTERED APPRENTICES

Wages per hour (1300 hour terms at the following percentage of Journeyworker's base wage):

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

Supplemental Benefits per hour:

\$ 12.60 \$ 12.61 \$ 15.21 \$ 15.22

NOTE ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- Pile Driving/Dock Builder apprentices shall receive an additional \$0.25 per hour worked when performing piledriving/dock building work.
- Certified Welders shall receive \$1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work.
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$1.50 per hour.

6-277 On

Carpenter - Building / Heavy&Highway08/01/2024

JOB DESCRIPTION District 2Carpenter - Building / Heavy&Highway

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Wages per hour:07/01/2024

Carpenter - ONLY for
Artificial Turf/Synthetic
Sport Surface\$ 36.48

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.55

OVERTIME PAY

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

HOLIDAY

Paid: See (5) on HOLIDAY PAGE

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

Notes:

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

An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES

Wages per hour (1300 hour terms at the following percentage of Journeyworker's wage):

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

Supplemental Benefits per hour:

\$18.58	\$19.14	\$21.24	\$21.79
---------	---------	---------	---------

2-42AtSS

Carpenter - Heavy&Highway

08/01/2024

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Broome, Cayuga, Chemung, Cortland, Delaware, Jefferson, Lewis, Onondaga, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Yates

WAGES

Per hour 07/01/2024

Carpenter	\$ 38.28
Piledriver	38.28
Diver-Wet Day	63.28
Diver-Dry Day	39.28
Diver-Tender	39.28

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.
- Certified welders when required to perform welding work will receive an additional \$2.50 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:

- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51'to 100' additional \$.50 per foot
 - 101'to 150' additional \$.75 per foot
 - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51' to 100' additional \$.75 per foot
 - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

SHIFT WORK

When project owner mandates a single irregular work shift, the Journeyworkers and Apprentices will receive an additional \$3.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.55

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

- In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.

- The employee must work their scheduled workday before and their scheduled workday after the holiday to receive holiday pay.

REGISTERED APPRENTICES

CAPRENTER APPRENTICES

Wages per hour (1040 hour terms at the following percentage of journeyworker's base wage):

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

Supplemental Benefits per hour:

\$ 18.58	\$ 19.14	\$ 21.19	\$ 21.74	\$ 22.29
----------	----------	----------	----------	----------

PILEDRIIVER/DOCKBUILDER APPRENTICES

Wages per hour (1300 hour terms at the following percentage of journeyworker's base wage):

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

Supplemental Benefits per hour:

\$ 18.58	\$ 19.14	\$ 21.19	\$ 21.74
----------	----------	----------	----------

NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.

- Certified welders when required to perform welding work will receive an additional \$2.50 per hour.

2-277HH-Bro

Electrician

08/01/2024

JOB DESCRIPTION Electrician

DISTRICT 7

ENTIRE COUNTIES

Yates

PARTIAL COUNTIES

Cayuga: All Townships except Genoa, Ira, Locke, Sempronius, Sterling, Summerhill, and Victory.

Onondaga: Townships of Elbridge and Skaneateles.

Ontario: Only the Townships of Canandaigua, Farmington, Geneva, Gorham, Hopewell, Manchester, Phelps, and Seneca.

Seneca: All townships except Covert and Lodi,

Wayne: Only the Townships of Arcadia, Galen, Lyons, Savannah, and the Village of Newark.

WAGES

Per hour: 07/01/2024

Electrician \$ 43.50

Teledata, Sound Wireman 43.50

IMPORTANT NOTE - WORKING ABOVE THE FLOOR:

Workmen required working 40 feet or more above a floor or working platform on swinging toothpick scaffolds or boatswain chairs, shall receive \$.50 above the applicable rate of pay. Where safety nets are installed according to O.S.H.A. standards and/or other State Safety Standards and/or bucket trucks used with a safety belt and lanyards according to O.S.H.A. standards or other State Safety Standards, this high time rate shall not apply. Any workman working over 50 feet high shall receive \$1.00 above the applicable rate and any workman working over 100 feet high shall receive \$2.00 above the applicable rate. These rates shall not apply to workers in bucket trucks and motorized scaffolds where safety harnesses are used.

SHIFT WORK

Work from 4:30PM - 1:00AM* \$ 50.03

Work from 12:30AM - 9:00AM* 52.20

* Applies when multiple shifts of 8 hours for at least 5 days duration are mandated by the contracting agency.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 27.02 plus 3% of wage paid

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

NOTE: If a holiday falls on Saturday, it will be celebrated on the Friday before. If a holiday falls on Sunday, it will be celebrated on the following Monday.

REGISTERED APPRENTICES

WAGES: hourly terms at the following wages per hour:

1st term (0-1000 hrs)	\$ 19.40
2nd term (1001-2000 hrs)	21.60
3rd term (2001-3500 hrs)	23.75
4th term (3501-5000 hrs)	28.10
5th term (5001-6500 hrs)	32.45
6th term (6501-8000 hrs)	36.80

SUPPLEMENTAL BENEFITS per hour worked:

Appr. 1st and 2nd term	\$ 12.50 plus 3% of wage paid
All other terms	\$ 25.02 plus 3% of wage paid

7-840 Z1

Electrician

08/01/2024

JOB DESCRIPTION Electrician

DISTRICT 6

ENTIRE COUNTIES

Cortland, Herkimer, Madison, Oneida, Oswego

PARTIAL COUNTIES

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

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

Onondaga: Entire County except Townships of Elbridge and Skaneateles.

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

Tompkins: Only the Township of Groton.

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

WAGES

Per hour:	07/01/2024	06/01/2025 Additional	06/01/2026 Additional
Electrician	\$ 47.00	\$ 5.00*	\$ 5.25*
Teledata	47.00		
Cable Splicer	51.70		

* To be allocated at a later date.

NOTE: Additional premiums for the following work listed (Amounts subject to premiums):

- Additional \$2.50 per hour for work performed over 35 feet above the ground, floor, or roof levels or where work is required in tunnels, shafts, or under compressed air 35 feet below the ground level.

- Additional \$3.00 per hour for working over 50 feet above or below ground, floor, or roof level. This includes work on ladders, "toothpicks", scaffolds, boatswain chairs, towers, smokestacks or other open structures, or mechanical lifts used over 60 feet.

Occupied Conditions: When necessary to perform alteration and/or renovation work and owner mandates (due to occupied conditions) prevent the work from being performed during "normal" working hours (defined as between 6:00 a.m. and 4:30 p.m. Monday through Friday), alternate hours may be worked, provided: 1) The hours are established for a minimum of five (5) days duration or the length of the job, whichever is shorter; and 2) An entire work scope within a job-site area is performed utilizing the varied hours. If these conditions are satisfied, all hours worked Monday through Friday of a shift that starts before or ends after the "normal" hours, shall be paid at the appropriate rate plus fifteen percent (15%). However, the following restrictions shall apply:

- 1) "Alternate" hours shall consist of a minimum of eight (8) consecutive hours per day.
- 2) Hours worked in excess of eight (8) hours per day, Monday through Friday, shall be paid at a rate of one and one-half times the applicable rate (day-shift + 15%).
- 3) Hours worked on Saturday shall be paid at time and one-half the applicable rate.
- 4) Hours worked on Sundays and Holidays shall be paid at double the straight time rate.
- 5) Work of a new construction nature may not be worked under these conditions.

SHIFT WORK

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

1ST SHIFT	8:00AM - 4:30PM:	Regular wage rate
2ND SHIFT	4:30 PM - 1:00 AM:	Regular wage rate plus 15%

3RD SHIFT 12:30 AM - 9:00 AM: Regular wage rate plus 25%

SUPPLEMENTAL BENEFITS

Per hour:
Journeyworker \$ 31.92 plus
3% of hourly
wage paid*

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

OVERTIME PAY

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

* NOTE: On Saturday the first 8 hours worked shall be paid at a rate of one and one-half times the applicable rate. All additional hours are payable at double the straight time rate.

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 26) on HOLIDAY PAGE

NOTE: If any of the above holidays fall on Saturday, Friday shall be observed as the holiday. If any of the above holidays fall on Sunday, Monday shall be observed as the holiday.

REGISTERED APPRENTICES

WAGES per hour: Hourly terms at the following percentage of Journeyworker's wage.

1st period 40% (0-1000 hrs.)	\$ 18.80
2nd period 45% (1001-2000)	21.15
3rd period 50% (2001-3500)	23.50
4th period 60% (3501-5000)	28.20
5th period 70% (5001-6500)	32.90
6th Period 80% (6501-8000)	37.60

SUPPLEMENTAL BENEFITS per hour:

1st period	\$ 14.34*
2nd period	14.34*
3rd period	28.92*
4th period	29.52*
5th period	30.12*
6th period	30.72*

* PLUS 3% OF HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM RATE.

6-43

Elevator Constructor

08/01/2024

JOB DESCRIPTION Elevator Constructor

DISTRICT 6

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

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

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

WAGES

Per hour:	07/01/2024	01/01/2025	01/01/2026
Elevator Constructor	\$ 56.01	\$ 58.455	\$ 61.003
Helper	39.21	40.92	42.70

SUPPLEMENTAL BENEFITS

Per hour:			
Journeyworker	\$ 37.885*	\$ 38.435*	\$ 38.985*

*NOTE - add 6% of regular hourly rate for all hours worked. Add 8% of regular hourly rate if more than 5 years of service.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE
NOTE: When a holiday falls on a Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

WAGES per hour: 1 year terms at the following percentage of the Elevator Constructor wage.

0-6	6-12	2nd	3rd	4th
months	months	year	year	year
50%	55%	65%	70%	80%

SUPPLEMENTAL BENEFITS per hour:

0-6 months: 6% of the hourly apprentice rate paid, no additional supplemental benefits.

All other terms: Same as Journeyworker

6-62.1

Glazier

08/01/2024

JOB DESCRIPTION Glazier

DISTRICT 5

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2024

Glazier \$ 28.00

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 26.69

OVERTIME PAY

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

*Note - Or circumstances beyond the control of the employer.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

1000 hour terms:

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

Supplemental Benefits per hour:

Appr. 1st term	\$ 12.87
Appr. 2nd term	12.87
Appr. 3rd term	18.87
Appr. 4th term	18.87
Appr. 5th term	19.87
Appr. 6th term	19.87
Appr. 7th term	20.87
Appr. 8th term	20.87

5-677.Z-2

Insulator - Heat & Frost

08/01/2024

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 7

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2024

Asbestos Installer \$ 41.50
Insulation Installer 41.50
(On mechanical systems only)

SHIFT WORK

The following rates will apply on all contracting agency-mandated shifts worked:

1st Shift \$ 41.50
2nd Shift 47.72
3rd Shift 49.80

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 25.09

OVERTIME PAY

See (*B1, **K, P) on OVERTIME PAGE

*NOTE: First 10 hours on Saturday.

**NOTE: Holidays that fall on Sunday are subject to double time.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (2*,4,6,28) on HOLIDAY PAGE

*Triple time for Labor Day if worked.

REGISTERED APPRENTICES

WAGES per hour: One (1) year terms at the following percentage of Journeyworker's wage.

1st	2nd	3rd	4th
60%	70%	80%	90%
\$ 24.90	\$ 29.05	\$ 33.20	\$ 37.35

SUPPLEMENTAL BENEFITS per hour:

\$ 22.59	\$ 22.59	\$ 25.09	\$ 25.09
----------	----------	----------	----------

7-30-Syracuse

Ironworker

08/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 6

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Chenango: Only the townships of Afton, Bainbridge, Coventry, German, Greene, Guilford, Lincklaen, McDonough, Norwich, Otselic, Oxford, Pharsalia, Pitcher, Preston and Smithville.

Jefferson: Only the townships of Adams, Alexandria, Brownville, Cape Vincent, Clayton, Ellisburg, Henderson, Hounsfield, LeRay, Lorraine, Lyme, Orleans, Pamela, Rodman, Rutland, Theresa, Watertown and Worth.

Madison: Only the townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Lincoln, Nelson, Smithfield and Sullivan.

Schuyler: Only the townships of Cayuta, Catharine, Hector and Montour.

Wayne: Only the townships of Butler, Galen, Huron, Rose, Savannah and Wolcott.

WAGES

Structural, Reinforcing, Re-bar, Machinery Mover & Rigger, Ornamental & Curtain Wall, Window Wall, Pre-Glazed Metal Framed Windows Attached to Steel or Masonry Including Caulking, Fence Erector (Chain Link/Security), Sheeter/Bridge Rail, Pre-Cast Erector, Stone Derrickman, Pre-Engineered Building Erector, Welder

Per hour:	07/01/2024	07/01/2025	07/01/2026
		Additional	Additional
Ironworker	\$ 34.65	\$ 2.66*	\$ 2.76*

*To be allocated at a later date.

SHIFT WORK

Multiple shifts mandated by the project owner. All shifts will be eight (8) hours.

1st Shift	\$ 34.65	
2nd Shift	38.12	Starting times between 2PM and 7PM
3rd Shift	39.85	Starting times between 7PM and 12AM

WHEN A SINGLE IRREGULAR SHIFT IS WORKED, WITH START TIMES BASED ON SECOND AND THIRD SHIFTS, ADD 10% TO THE 1ST SHIFT WAGE RATE POSTED ABOVE.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 31.73

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday which occurs on Saturday shall be observed on the preceding Friday. Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following rates.

1st	2nd	3rd	4th
\$ 21.50	\$ 23.50	\$ 25.50	\$ 27.50

SUPPLEMENTAL BENEFITS per hour:

1st year	\$ 12.53
2nd year	20.86
3rd year	22.05
4th year	23.24

6-60

Laborer - Building

08/01/2024

JOB DESCRIPTION Laborer - Building

DISTRICT 7

ENTIRE COUNTIES

Onondaga

WAGES

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

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

- All work outside of the building, if not included in the building contract, will fall under the Heavy/Highway rates.

Per hour:	07/01/2024	06/01/2025
Building Laborer	\$ 31.35	Additional \$ 1.90*

Asbestos, Toxic & Hazardous Waste Work	33.85	1.90*
---	-------	-------

*To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 23.28

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: When a holiday falls on Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of Journeyworker's wage.

1st	2nd	3rd	4th
70%	80%	90%	95%

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyworker

7-633 bON

Laborer - Heavy&Highway

08/01/2024

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 7

ENTIRE COUNTIES

Onondaga

WAGES

GROUP A: Drill Helper, Flagmen, Outboard and Hand Boats.

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

GROUP C: Drilling Equipment - only where a separate air compressor unit supplies power, Acetylene Torch Operators, Asphalt Raker, Powder Man, Tail or Screw Operator on Asphalt Paver.

GROUP D: Blasters, Form Setters, Stone or Granite Curb Setters.

GROUP E: Hazardous Waste Removal Work when designated by State/Federal as hazardous waste site and regulations require employees wear required personal protection.

Per hour: 07/01/2024

GROUP A	\$ 36.31
GROUP B	36.51
GROUP C	36.71
GROUP D	36.91
GROUP E	39.51

SHIFT WORK

A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$3.00 per hour. Night work, when mandated by DOT shall be paid an additional \$3.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 25.70

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Saturday, it will be celebrated on Saturday. Employees who work a Saturday holiday shall be paid double time plus the holiday pay. If a holiday falls on Sunday, it will be celebrated on Monday. Employees who work a Sunday holiday shall be paid double time. Employees who work on Monday shall be paid double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of Journeyworker's GROUP B wage.

1st	2nd	3rd	4th
70%	80%	90%	95%

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyworker

7-633 hON

Laborer - Tunnel

08/01/2024

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

Onondaga

WAGES

GROUP A: Changehouse Men.

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

GROUP C: Blaster.

GROUP D: Hazardous Waste Work on a State and or Federally designated waste site, and where relevant regulations require employees to use personal protection.

Per hour: 07/01/2024

GROUP A	\$ 37.99
GROUP B	38.19
GROUP C	39.19
GROUP D	42.19

SHIFT WORK

A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$3.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 27.20

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Saturday, it will be celebrated on Friday. If a holiday falls on Sunday, it will be celebrated on Monday. In the event that men work on this Sunday holiday, they shall be paid double time. In the event that men work on Monday, they shall be compensated at triple time. Accordingly, the Monday following the Sunday is treated as the holiday.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of Journeyworker's GROUP B wage:

1st	2nd	3rd	4th
70%	80%	90%	95%

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyworker

7-633T (ON)

Lineman Electrician

08/01/2024

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

Crane Operators: Operation of any type of crane on line projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on line projects.

Digging Machine Operator: All other digging equipment and augering on line projects.

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

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. Includes access matting for line work.

Per hour: 07/01/2024

Group A:	
Lineman, Technician	\$ 58.90
Crane, Crawler Backhoe	58.90
Welder, Cable Splicer	58.90

Group B:	
Digging Mach. Operator	53.01
Tractor Trailer Driver	50.07
Groundman, Truck Driver	47.12
Equipment Mechanic	47.12
Flagman	35.34

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

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

Group A:	
Lineman, Technician	\$ 58.90
Crane, Crawler Backhoe	58.90
Cable Splicer	64.79
Certified Welder,	
Pipe Type Cable	61.85

Group B:	
Digging Mach. Operator	53.01
Tractor Trailer Driver	50.07
Groundman, Truck Driver	47.12
Equipment Mechanic	47.12
Flagman	35.34

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

Below rates applicable on all switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. Includes access matting for line work.

Group A:	
Lineman, Tech, Welder	\$ 60.22
Crane, Crawler Backhoe	60.22
Cable Splicer	66.24
Certified Welder,	
Pipe Type Cable	63.23

Group B:	
Digging Mach. Operator	54.20
Tractor Trailer Driver	51.19
Groundman, Truck Driver	48.18
Equipment Mechanic	48.18
Flagman	36.13

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

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. Includes access matting for line work.

Group A:	
Lineman, Tech, Welder	\$ 61.41
Crane, Crawler Backhoe	61.41

Group B:	
Digging Mach. Operator	55.27
Tractor Trailer Driver	52.20
Groundman, Truck Driver	49.13
Equipment Mechanic	49.13
Flagman	36.85

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

SHIFT WORK

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

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

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2024

Group A	\$ 30.90
	*plus 7% of the hourly wage paid
Group B	\$ 26.90
	*plus 7% of the hourly wage paid

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

OVERTIME PAY

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

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

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

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

\$ 26.90
*plus 7% of
the hourly
wage paid

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

Lineman Electrician - Teledata**08/01/2024**

JOB DESCRIPTION Lineman Electrician - Teledata**DISTRICT 6****ENTIRE COUNTIES**

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

WAGES

Per hour:

For outside work, stopping at first point of attachment (demarcation).

	07/01/2024	01/01/2025
Cable Splicer	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 37.24	\$ 38.73
Groundman	\$ 19.74	\$ 20.53

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

SHIFT WORK

THE FOLLOWING RATES APPLY WHEN THE CONTRACTING AGENCY MANDATES MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION ARE WORKED. WHEN TWO (2) OR THREE (3) SHIFTS ARE WORKED THE FOLLOWING RATES APPLY:

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

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2024	01/01/2025
Journeyworker	\$ 5.70	\$ 5.70
	*plus 3% of the hour wage paid	*plus 3% of the hour wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting**08/01/2024**

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting**DISTRICT 6****ENTIRE COUNTIES**

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

WAGES

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

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.

Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

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

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

Per hour: 07/01/2024

Group A:

Lineman, Technician	\$ 50.54
Crane, Crawler Backhoe	50.54
Certified Welder	53.07

Group B:

Digging Machine	45.49
Tractor Trailer Driver	42.96
Groundman, Truck Driver	40.43
Equipment Mechanic	40.43
Flagman	30.32

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

SHIFT WORK

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:

07/01/2024

Group A	\$ 30.90
	*plus 7% of the hourly wage paid

Group B	\$ 26.90
	*plus 7% of the hourly wage paid

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

OVERTIME PAY

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

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

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

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

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
-----	-----	-----	-----	-----	-----	-----

60%	65%	70%	75%	80%	85%	90%
-----	-----	-----	-----	-----	-----	-----

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

\$ 26.90
*plus 7% of
the hourly
wage paid

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

6-1249a-LT

Lineman Electrician - Tree Trimmer

08/01/2024

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

Per hour: 07/01/2024

Tree Trimmer	\$ 31.44
Equipment Operator	27.80
Equipment Mechanic	27.80
Truck Driver	23.15
Groundman	19.07
Flag person	15.00*

*NOTE-Rate effective on 01/01/2025 - \$15.50 due to minimum wage increase.

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2024

Journeyworker \$ 10.48
*plus 4.5% of
the hourly
wage paid

* The 4.5% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

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

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

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

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

6-1249TT

Mason - Building

08/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Cayuga, Onondaga, Oswego

PARTIAL COUNTIES

Madison: The townships of Sullivan and Cazenovia ONLY

WAGES

Per hour

07/01/2024

Tile/Terrazzo/Marble

Setter \$ 34.92

Finisher 27.99

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setter \$ 20.94

Journeyman Finisher 19.82

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

Hour terms at the following percentage of journeyman's wage

Setter:

1st term 500 hours 60%

2nd term 1000 hours 70%

3rd term 1000 hours 80%

4th term 1000 hours 85%

5th term 1000 hours 90%

6th term 1500 hours 95%

Finisher:

1st term 500 hours 70%

2nd term 1000 hours 80%

3rd term 1000 hours 90%

4th term 1200 hours 95%

Supplemental Benefits per hour worked

Setter:

1st & 2nd Term \$ 14.46

3rd & 4th Term 17.70

5th Term 19.32

6th Term 20.94

Finisher:

1st & 2nd Term \$ 13.59

All others 16.68

12-2TS.3

Mason - Building

08/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Onondaga

WAGES

Per hour

07/01/2024

Cement Mason \$ 37.73

Plasterer 37.73

Ext insulation finish
systems-plasterer(EIFF) 37.73

Additional \$0.50 per hour for Scaffold work, Swing Stage and Rolling Stage

Additional \$0.25 per hour for Grinder Operator

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 23.62

OVERTIME PAY

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

*Only on EIFF work can Saturday be used as a makeup day.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

750 hour terms at the following percentage of journeyman's wage

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

Supplemental Benefits per hour worked

All Terms \$ 23.62

12-2b-on

Mason - Building

08/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Cayuga, Onondaga

PARTIAL COUNTIES

Madison: The townships of Sullivan and Cazenovia ONLY

WAGES

Per hour 07/01/2024

Bricklayer/Blocker	\$ 38.30
Fireproofing*	38.30
Stone Mason	38.30
Pointer/Caulker/Cleaner	38.30
Cement Mason/Plaster**	38.30

Additional \$.25 per hr. for work in restricted radiation area of atomic plant.

Additional \$5.00 per day more for employees working on a two-point suspension scaffold (Pointer, Caulker, and Cleaner are excluded).

(*)Fireproofing on Structural only.

(**)Refer to Onondaga Mason Building wage sheet 12-2b-on for Cement/Plaster work in Onondaga County

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 23.33

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

750 hour terms at the following percentage of journeyman's wage

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

Supplemental Benefits per hour worked:

All Terms \$ 23.33

12-2b.3

Mason - Heavy&Highway

08/01/2024

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

PARTIAL COUNTIES

Onondaga: This rate only applies to Heavy & Highway Cement Mason or Plaster Work in Onondaga County.

WAGES

Per hour 07/01/2024

Cement Mason \$ 40.91

- Additional \$1.00 per hour if working on swing scaffolding or staging (scaffold suspended by means of ropes or cabled from hooks placed over parapet walls or windows, etc).

- Additional \$0.25 per hour when operating a hand held power grinder.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 23.67

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

750 hour terms at the following percentage of journeyman's wage

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

Supplemental Benefits per hour worked

0 to 500 Hours \$ 16.52

All Others 23.67

12-2h/h on

Mason - Heavy&Highway

08/01/2024

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

PARTIAL COUNTIES

Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 1-2h/h on.

WAGES

Per hour 07/01/2024

Mason &
Bricklayer \$ 42.26

Additional \$1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman
\$ 22.43

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

750 HR TERMS at the following percent of Journeyman's wage

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

Supplemental Benefits per hour worked

0 to 500 Hours	\$ 13.68
All Other	22.43

12-2hh.1

Millwright

08/01/2024

JOB DESCRIPTION Millwright

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

THE FOLLOWING RATE APPLIES TO ANY GAS/STEAM TURBINE AND OR RELATED COMPONENT WORK, INCLUDING NEW INSTALLATIONS OR MAINTENANCE AND ANY/ALL WORK PERFORMED WITHIN THE PROPERTY LIMITS OF A NUCLEAR FACILITY.

Per hour:	07/01/2024	07/01/2025
Millwright - Power Generation	\$ 45.00	Additional \$2.50*
* To be allocated at a later date.		

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive an additional \$1.75 per hour provided they are directed to perform Certified Welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) is required, then that employee shall receive an additional \$1.50 per hour.
- An employee performing the work of a machinist shall receive an additional \$2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker	\$ 27.95*
---------------	-----------

*NOTE: Subject to OT premium

OVERTIME PAY

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

HOLIDAY

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

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyworker's wage:

Appr. 1st year	65 %*
Appr. 2nd year	75 %*
Appr. 3rd year	80 %*
Appr. 4th year	90 %*

*NOTE: Additional premium for the following work listed below:

Certified Welder	\$ 1.75
Hazardous Waste Work	1.50
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.89
Appr. 2nd year	23.14
Appr. 3rd year	24.74
Appr. 4th year	26.35

6-1163Power

Millwright**08/01/2024****JOB DESCRIPTION** Millwright**DISTRICT 2****ENTIRE COUNTIES**

Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, Oneida, Onondaga, Oswego, St. Lawrence, Warren, Washington

WAGES

Per hour:	07/01/2024	07/01/2025
		Additional
Building	\$ 36.32	\$ 3.00*
Heavy & Highway	39.82	3.00*

*To be allocated at a later date

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwrights rate provided he/she is directed to perform certified welding.
- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour for Building work.
- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional \$2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.59

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th
65%	75%	80%	90%

Supplemental Benefits per hour:

Apprentices:	
1st term	\$ 11.89
2nd term	22.19
3rd term	23.65
4th term	25.13

2-1163.2

Operating Engineer - Building**08/01/2024****JOB DESCRIPTION** Operating Engineer - Building**DISTRICT 6****ENTIRE COUNTIES**

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

WAGES

NOTE:

---If a prime contract is let for site work only, meaning no buildings are involved in their site contract, the Heavy/Highway rates would be applicable. When a prime contract is let for site work and building excavation is part of that contract, the Building rates would be applicable for the Operators classification.

---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C.

CLASS A1*: All Cranes (A1 Includes Boom Trucks over 5 tons, Cableway, Cherry Picker, Derrick, Dragline, Dredge, Overhead Crane, Pile Driver, Tower Crane**, Truck Crane, Whirlies).

CLASS A: Air Plako, Asphalt & Blacktop Roller, Automated Concrete Spreader (CMI or equivalent), Automated Fine Grade Machine (CMI), Backhoe, Barrel Shredder, Belt Placer, Blacktop Spreader (such as Barber-Greene & Blaw Knox), Blacktop Plant (automated), Blast or Rotary Drill (Truck or Cat mounted), Boom Trucks 5 ton and under, Burning Plant Operator, Caisson Auger, Central Mix Plant (automated), Concrete Pump, Crusher (Rock), De-watering Press, Diesel Power Unit, Dirt Filter Press with Operation Equipment, Dredge, Dual Drum Paver, Elevating Grader (self-propelled or towed), Elevator Hoist - Two Cage, Excavator - all purpose hydraulically operated, Fork Lift (Loed/Lull and other rough terrain type), Front End Loader (4 c.y. and over), Gradall, Grader (Power), Head Tower (Saurman or equal), Hoist (2 or 3 Drum), Hydroblaster (Laser Pump), Light Plants - Compressors and Generators, Locomotive, Maintenance Engineer, Maintenance Welder, Mine Hoist, Mucking Machine or Mole, Quarry Master or Equivalent, Refrigeration Equipment (for soil stabilization), Scraper, Sea Mule, Shovel, Side Boom, Slip Form Paver, Straddle Buggy (Ross Carrier, Lumber Carrier), Tractor Drawn Belt Type Loader (Euclid Loader), Trenching Machine (digging capacity of over 4ft. depth), Truck or Trailer Mounted Log Chipper (self-feeder), Tug Operator (Manned, rented equipment excluded), Tunnel Shovel, Vibro or Sonic Hammer Controls (when not mounted in proximity to Rig Operator), Work Boat Operator including LCM's.

CLASS B: "A" Frame Truck, Back Dumps, Blacktop Plant (non-automatic), Boring Machine, Bulldozer, Cage-Hoist, Central Mix Plant (non-automated), Compressor, Pump, Generator or Welding machine (when used in battery of not more than five (5)), Concrete Paver (single drum over 16'), Core boring machine, Drill Rigs - tractor mounted, Elevator - as material hoist, Farm Tractor (with or without accessories), Fork Lift (over 10 ton with or without attachments), Front End Loader (under 4 c.y.), Grout Pump, Gunit Machine, High Pressure Boiler (15 lbs. & over), Hoist (one drum), Hydraulic Breaking Hammer (Drop Hammer), Kolman Plant Loader (screening gravel), Maintenance Grease Man, Mixer for stabilized base - self-propelled (Seaman Mixer), Monorail Machine, Parapet Concrete or Pavement Grinder, Parts Man, Post Driver (truck or tractor mounted), Post Hole Digger (truck or tractor mounted), Power Sweeper (Wayne or similar), Pump-Crete or Squeeze-Crete, Road Widener (front end of Grader or self-propelled), Roller, Self-contained hydraulic bench drill, Shell Winder (motorized), Skid steer (Bobcat type loader), Snorkel (overhead arms), Snowblower control man, Tractor (with or without accessories), Trenching Machine (digging capacity of 4 ft. or less), Tugger Hoist, Vacuum Machine (self-propelled or mounted), Vibro Tamp, Well Drill / Well Point System (Submersible pumps when used in lieu of Well Point System), Winch (Motor driven), Winch Cat, Winch Truck.

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

Per hour: Building	07/01/2024	07/01/2025
Class A1*	\$ 47.62	\$ 49.61
Class A	46.12	48.11
Class B	44.00	45.99
Class C	39.78	41.77

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

(*) TONNAGE PREMIUMS:

All cranes up to 64 ton capacity - A1 rate
All cranes 65 ton to 110 ton capacity - A1 rate plus \$ 1.50
All cranes 111 ton to 199 ton capacity - A1 rate plus \$ 2.00
All cranes 200 ton to 399 ton capacity - A1 rate plus \$ 3.00
All cranes 400 ton to 599 ton capacity - A1 rate plus \$ 4.00
All cranes 600 ton to 799 ton capacity - A1 rate plus \$ 5.00
All cranes 800 ton to 999 ton capacity - A1 rate plus \$ 6.00
All cranes 1000 ton capacity and over - A1 rate plus \$ 7.00

() Tower Cranes - A1 rate plus \$2.50 (no tonnage premiums apply)**

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 31.02 \$ 32.12

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If the holiday falls on Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES

WAGES per hour: One thousand hour terms at the following percentage of Journeyworker's CLASS A wage:

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

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

SUPPLEMENTAL BENEFITS per hour:

	07/01/2024	07/01/2025
All Terms:	\$ 30.95	\$ 32.05

6-158-545b.s

Operating Engineer - Heavy&Highway

08/01/2024

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

NOTE:

---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C.

CLASS A1*: All Cranes that require a NYS Crane License (Boom Truck, Cherry Picker, Derrick, Dragline, Overhead Crane (Gantry or Straddle Type), Pile Driver, Tower Cranes (including self erecting)**, Truck Crane).

CLASS A: Asphalt Curb Machine (self-propelled, slipform); Asphalt Paver; Automated Concrete Spreader (CMI type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Backhoe Excavator, Full Swing (CAT 212 or similar type); Back Filling Machine; Belt Placer (CMI type); Blacktop Plant (automated);Blacktop Roller; Bull Dozer being operated with active GPS; Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled, slipform); Concrete Pump; Cranes - listed in A1 that do not require a NYS Crane License; Directional Boring/Drilling Machine; Dredge; Dual Drum Paver; Excavator (all purpose-hydraulic, Gradall or similar); Front End Loader (4 cu. yd. & over); Head Tower (Sauerman or equal); Hoist (two or three drum); Holland Loader; Maintenance Engineer; Mine Hoist; Mucking Machine or Mole; Pavement Breaker (SP Wertgen; PB-4 and similar type); Profiler/Milling Machine (over 105 h.p.); Power Grader; Quad 9; Quarry Master (or equivalent); Rotating Telehandler; Scraper (including challenger type); Shovel; Side Boom; Slip Form Paver; Tractor Drawn Belt-Type Loader; Truck or Trailer Mounted Chipper (self-feeder); Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Backhoe (tractor mounted, rubber tired); Bituminous Recycler Machine; Bituminous Spreader and Mixer; Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Bridge Deck Finishing Machine; Brokk; Cage Hoist; Central Mix Plant (non-automated) and All Concrete Batching Plants; Concrete Paver (over 16'); Crawler Drill (self-contained); Crusher; Diesel Power Unit; Drill Rigs (truck or tractor mounted); Front End Loader (under 4 cu. yd.); Greaseman - Lubrication Engineer; HiPressure Boiler (15 lbs & over); Hoist (one drum); Hydro-Axe; Kolman Plant Loader & similar type loaders; Locomotive; Material Handling Knuckle Boom; Mini Excavators (under 18,000 lbs.); Mixer (for stabilized base, self-propelled); Monorail Machine; Profiler/Milling Machine (105 h.p. and under); Plant Engineer; Prentice Loader; Pug Mill; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above subgrade, See Class A for Blacktop Roller); Sea Mule; Self-contained ride-on Rock Drill (excluding Air-Track type drill); Skidder; Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Vacuum Machine (mounted or towed); Vermeer Saws (ride-on, any size or type); Welder; Winch and Winch Cat; Work Boat Operator including L.C.M.'s.

CLASS C: "A" Frame Winch Hoist (On Truck); Aggregate Plant; Articulated Heavy Hauler; Asphalt or Concrete Grooving Machine (ride-on); Ballast Regulator (ride-on); Bituminous Heater (self-propelled); Boat (powered); Boiler (used in conjunction with production); Cement & Bin Operator; Compressors***; Concrete Pavement Spreader and Finisher; Concrete Paver or Mixer (16' & under); Concrete Saw (self-propelled); Conveyor; Deck Hand; Directional Boring/Drilling Machine Locator; Drill (Core); Drill (Well); Dust Collectors***; Electric Pump When Used in Conjunction with Well Point System; Farm Tractor with accessories; Fine Grade Machine; Fireman; Fork Lift; Form Tamper; Generators***; Grout Pump; Guniting Machine; Hammers (hydraulic self-propelled); Heaters***; Hydra-Spiker (ride-on); Hydraulic Pump (jacking system); Hydro-Blaster (water); Light Plants***; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Post Hole Digger (excluding hand-held); Post Driver; Power Broom (towed); Power Heaterman; Power Sweeper; Pumps***; Revinus Widener; Roller (subgrade & fill); Scarifier (ride-on); Shell Winder; Skid Steer Loader (Bobcat or similar, including all attachments); Span Saw (ride-on); Steam Cleaner; Tamper (ride-on); Tie Extractor (ride-on); Tie Handlers (ride-on); Tie Inserters (ride-on); Tie Spacers (ride-on); Tire Repair; Track Liner (ride-on); Tractor; Tractor (with towed accessories); Vacuum Machine (self-propelled); Vibratory Compactor; Vibro Tamp; Welding Machines***; Well Point.

***CLASS C NOTE: Considered Hands-Off (unmanned). Includes only operation and maintenance of the equipment.

Per hour: H/H	07/01/2024	07/01/2025
CLASS A1*	\$ 56.51	\$ 58.85
CLASS A	53.51	55.85
CLASS B	52.63	54.97
CLASS C	49.35	51.69

(*) TONNAGE PREMIUMS:

All cranes up to 64 ton capacity - A1 rate
All cranes 65 ton to 110 ton capacity - A1 rate plus \$ 1.50
All cranes 111 ton to 199 ton capacity- A1 rate plus \$ 2.00
All cranes 200 ton to 399 ton capacity - A1 rate plus \$ 3.00
All cranes 400 ton to 599 ton capacity - A1 rate plus \$ 4.00
All cranes 600 ton to 799 ton capacity - A1 rate plus \$ 5.00
All cranes 800 ton to 999 ton capacity - A1 rate plus \$ 6.00
All cranes 1000 ton capacity and over - A1 rate plus \$ 7.00

(**) Tower Cranes - A1 rate plus \$3.00 (no tonnage premiums apply)

- Cranes in Luffer Configuration - A1 rate plus \$ 5.00
- Cranes with external ballast (Tray or Wagon) - A1 rate plus \$ 5.00

Additional \$2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SHIFT WORK

SINGLE IRREGULAR WORK SHIFT: Additional \$2.50 per hour for all employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2024	07/01/2025
Journeyworker	\$ 32.45	\$ 33.55

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. If an employee works on this Monday, they shall be compensated at double time plus the holiday pay (triple time). If a holiday falls on a Saturday, employees who work a Saturday Holiday shall be paid double time plus the holiday pay.

REGISTERED APPRENTICES

WAGES per hour: One thousand hour terms at the following percentage of Journeyworker's CLASS B wage.

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

Additional \$2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

Operating Engineer - Survey Crew

08/01/2024

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 12

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

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

WAGES

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2024

Party Chief \$ 50.65

Instrument Person 46.54

Rod Person 34.55

Additional \$3.00/hr. for Tunnel Work

Additional \$2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 29.75

OVERTIME PAY

See (B, E, P, *X) on OVERTIME PAGE

*Note: \$25.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2024

0-1000 60%

1001-2000 70%

2001-3000 80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000 \$ 21.53 / PHP \$18.45

1001-2000 24.55 / " 20.45

2001-3000 27.58/ " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

08/01/2024

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 12

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

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

WAGES

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:
SURVEY CLASSIFICATIONS:

- Party Chief - One who directs a survey party.
- Instrument Person - One who operates the surveying instruments.
- Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2024

Party Chief	\$ 50.65
Instrument Person	46.54
Rod Person	34.55

Additional \$3.00/hr. for Tunnel Work.
Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 29.75
------------	----------

OVERTIME PAY

See (B, E, Q, *X) on OVERTIME PAGE
*Note: \$25.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2024

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

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 21.53 / PHP \$18.45
1001-2000	\$ 24.55 / " 20.45
2001-3000	\$ 26.98 / " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Tunnel	08/01/2024
-----------------------------	------------

JOB DESCRIPTION Operating Engineer - TunnelDISTRICT 7

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.
Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self-propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat.

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

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

Per hour:	07/01/2024	07/01/2025
CLASS A	\$ 55.91	\$ 58.44
CLASS B	54.69	57.22
CLASS C	51.90	54.43
CLASS D	48.89	51.42

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection.

CRANES:

Crane 1: All cranes, including self-erecting.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks.

Crane 1	\$ 59.91	\$ 62.44
Crane 2	58.91	61.44
Crane 3	57.91	60.44

SUPPLEMENTAL BENEFITS

Per hour:	\$ 25.05	\$ 25.90
	+ 9.85*	+ 10.10*

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

OVERTIME PAY

See (B, B2, E, Q, X) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyworker's Class B wage.

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

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

7-158-832TL.

Painter

08/01/2024

JOB DESCRIPTION Painter

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Herkimer, Madison, Oneida, Onondaga, Seneca

PARTIAL COUNTIES

Lewis: Only the Townships of High Market, Lewis, Leyden, Lyonsdale, Osceola, Turin and West Turin.

Ontario: The City and Township of Geneva.

Oswego: Only the Townships of Amboy, Constantia, Williamstown and Oneida Lake.

WAGES

Per hour: 07/01/2024

Basic Rate (Brush & Roll)	\$ 27.27
Sign Painting	27.27
Lead Based Paint Abatement	27.27
Drywall Taper/ Finisher	28.02
Wallcovering	28.02
Drywall Machine Operator	28.52
Spray	27.77
Parking Lot, Hwy Striping	27.77
Epoxy (Brush-Roller)	27.77
Epoxy (Spray)	27.77
Sandblasting (Operator)	27.77
Boatswain Chair	27.77
Swing Scaffold	27.77
Structural Steel	27.77
(except bridges,tanks,tunnel)	
Coal Tar epoxy	28.77
Asbestos Encapsulation	29.47

NOTE - SEE BRIDGE PAINTER RATES FOR BRIDGES, TANKS, OR TUNNELS.

SHIFT WORK

FOR ANY SHIFT WHICH STARTS PRIOR TO 6:00 AM OR AFTER 3:00 PM, ALL EMPLOYEES WHO WORK A SINGLE IRREGULAR WORK SHIFT ON GOVERNMENTAL MANDATED WORK SHALL BE PAID AN ADDITIONAL \$2.00 PER HOUR ABOVE THE APPLICABLE WAGE SCALE.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.53

OVERTIME PAY

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

* NOTE - On exterior work only, if work was missed during the week due to inclement weather, Saturday may be worked at straight time.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: A holiday that falls on a Saturday will be celebrated on the preceding Friday. A holiday that falls on a Sunday will be celebrated on the following Monday.

REGISTERED APPRENTICES

WAGES per hour:

Painter/Decorator: 750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 18.00	\$ 18.50	\$ 19.00	\$ 19.50	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00

Drywall Taper/ Finisher: 750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th
-----	-----	-----	-----	-----	-----

\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.50	\$ 22.00	\$ 23.00
----------	----------	----------	----------	----------	----------

SUPPLEMENTAL BENEFITS per hour:

Painter/Decorator:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 6.50	\$ 6.50	\$ 7.50	\$ 7.50	\$ 10.50	\$ 10.50	\$ 13.00	\$ 13.00

Drywall Taper/ Finisher:

1st	2nd	3rd	4th	5th	6th
\$ 7.50	\$ 7.50	\$ 7.50	\$ 10.00	\$ 10.00	\$ 12.00

6-31

Painter

08/01/2024

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2024

Bridge	\$ 43.81
Tunnel	43.81
Tank*	41.81

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

Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

SHIFT WORK

Note an additional \$1.50 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS

Per hour: \$ 31.39

OVERTIME PAY

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

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

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following wage:

1st	2nd	3rd	4th	5th	6th
\$ 24.00	\$ 26.00	\$ 28.00	\$ 30.00	\$ 34.00	\$ 38.00

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th
\$ 6.60	\$ 6.95	\$ 7.30	\$ 7.65	\$ 8.00	\$ 8.35

3-4-Bridge, Tunnel, Tank

Painter - Metal Polisher

08/01/2024

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

	07/01/2024
Metal Polisher	\$ 39.33
Metal Polisher*	40.43
Metal Polisher**	43.33

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2024
-----------	------------

Journeyworker:	
All classification	\$ 12.79

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

	07/01/2024
1st year	\$ 19.67
2nd year	21.63
3rd year	23.60
1st year*	\$ 22.06
2nd year*	22.07
3rd year*	24.14
1st year**	\$ 22.17
2nd year**	24.13
3rd year**	26.10

*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:	
1st year	\$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

Plumber	08/01/2024
----------------	-------------------

JOB DESCRIPTION Plumber

DISTRICT 6

ENTIRE COUNTIES

Chemung, Cortland, Onondaga, Schuyler, Tompkins

PARTIAL COUNTIES

Madison: Only the Townships of Sullivan, Cazenovia and DeRuyter.

Seneca: Only the Townships of Covert and Lodi.

Steuben: Only the Townships of Addison, Bath, Bradford, Campbell, Caton, Coming, Erwin, Hornby, Lindley, Pulteney, Rathbone, Thurston, Tuscarora, Urbana and Wayne.

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

WAGES

Per hour:	07/01/2024	05/01/2025	05/01/2026
		Additional	Additional
Plumber, Steamfitter, Pipefitter, Welder, HVAC, Refrigeration.	\$ 45.11	\$ 4.25*	\$ 4.50*

*To be allocated at a later date.

SHIFT WORK

SINGLE IRREGULAR WORK SHIFT: Additional 15% premium added to the wages above for a single irregular work shift outside of normal working hours.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 27.05*

*NOTE: \$10.27 of the supplemental benefits are paid at the same premium as shown for overtime work performed at semi-conductor manufacturer and/or fabrication plants.

OVERTIME PAY

Time and one half for the 9th & 10th hours Monday thru Friday and first 10 hours on Saturday. All other overtime hours are double-time.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Saturday, the holiday will be observed on the preceding Friday. If a holiday falls on Sunday, it will be observed on the following Monday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of the Journeyworker's wage:

1st	2nd	3rd	4th	5th
55%	60%	70%	75%	85%

SUPPLEMENTAL BENEFITS per hour*:

1st	\$ 15.13
2nd	23.89
3rd	24.44
4th	24.99
5th	25.92

*NOTE: Below is the portion of supplemental benefits paid at overtime premiums for work performed at semi-conductor manufacturer and/or fabrication plants:

1st	n/a
2nd	\$ 8.58
3rd	\$ 8.77
4th	\$ 9.14
5th	\$ 9.71

6-81-SF

Roofer

08/01/2024

JOB DESCRIPTION Roofer

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2024

Roofer, Waterproofer \$ 34.25

NOTE - Does not include metal roof flashings, gravel stop, or metal roofing; See Sheetmetal Worker wage schedule.

Additional per hour:

Green Roofing** \$ 0.25

Pitch Removal & Appl. 1.50

Asbestos Abatement 1.50

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

SHIFT WORK

WHEN MANDATED BY THE OWNER OR CONTRACTING AGENCY, THERE IS AN ADDITIONAL PREMIUM OF \$4.00/HR FOR HOURS WORKED BEFORE 5:30AM AND AFTER 5:30PM.

SUPPLEMENTAL BENEFITS

Per hour:
Journeyworker \$ 25.85

Additional contribution 0.75
on any Asbestos Abatement work

OVERTIME PAY

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

*NOTE - If a holiday falls in that week and 32 hours were worked, Saturday will be paid at 1 1/2 times the rate.

HOLIDAY

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

NOTE: When any of these holidays falls on Sunday, the following day shall be observed as a holiday.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the Journeyworker's wage:

1st term (0 to 999)	65%
2nd term (1000 to 1999)	70%
3rd term (2000 to 2999)	75%
4th term (3000 to 3999)	85%

Additional per hour:
Green Roofing** \$ 0.25
Pitch Removal & Appl. 1.50
Asbestos Abatement 1.50

SUPPLEMENTAL BENEFITS per hour:

1st term	\$ 19.48
2nd term	21.40
3rd term	24.85
4th term	25.85

Additional contribution \$ 0.75
on any Asbestos Abatement work

6-195

Sheetmetal Worker

08/01/2024

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2024

Sheetmetal Worker:

** (under \$10 million) \$ 35.25

** (over \$10 million) \$ 36.25

**For total cost of Sheetmetal contract only.

TO INCLUDE METAL ROOF FLASHINGS, GRAVEL STOP, AND METAL STANDING SEAM ROOFING.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 22.85

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

When any holiday falls on a Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyworker's wage.

1st	2nd	3rd	4th	5th
45%	55%	65%	75%	85%

SUPPLEMENTAL BENEFITS per hour:

1st	2nd	3rd	4th	5th
\$13.53	\$14.60	\$15.66	\$17.77	\$18.84

6-58

Sprinkler Fitter

08/01/2024

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2024

Sprinkler \$ 42.00
Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$ 28.82

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 20.03	\$ 22.26	\$ 24.24	\$ 26.46	\$ 28.69	\$ 30.91	\$ 33.14	\$ 35.37	\$ 37.59	\$ 39.82

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 9.18	\$ 9.18	\$ 20.90	\$ 20.90	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15

1-669

Teamster - Building

08/01/2024

JOB DESCRIPTION Teamster - Building

DISTRICT 6

ENTIRE COUNTIES

Broome, Cayuga, Cortland, Delaware, Onondaga, Seneca, Tompkins, Yates

PARTIAL COUNTIES

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

Chenango: Only the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Madison: Only the Townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Nelson and Sullivan.

Oswego: All Townships except Redfield, Boylston and Sandy Creek.

Otsego: Only the Townships of Butternuts, Laurens, Maryland, Millford, Morris, Oneonta, Otego, Unadilla, and Worchester.

Steuben: Only the Townships of Prattsburg, Canisteo, Fremont, Cohoctan, Dansville, Hornell, Hartsville, Greenwood, West Union, Troupsburg, and Jasper.

Tioga: Only the Townships of Berkshire, Candor, Newark Valley, Nichols, Owego, Richford, and Tioga. All territory east of Nichols/Smithboro to Broome County, within State of New York.

WAGES

GROUP A: Straight Trucks.

GROUP B: Tractor Trailer, Farm Tractor, Fuel Truck.

GROUP C: Euclid.

GROUP D: On site Mechanic.

Per hour:	07/01/2024	06/01/2025
Building: (under \$ 5 million*)		
GROUP A,B,C,D	\$ 31.43	\$ 34.43
Building: (over \$ 5 million*)		
GROUP A,B	\$ 32.48	\$ 35.48
GROUP C	32.83	35.83
GROUP D	32.63	35.63

* Total project cost including General Construction, Plumbing, HVAC and Electrical

SUPPLEMENTAL BENEFITS

Per hour:

(under \$5 million*)	\$ 30.02	\$ 30.87
(over \$5 million*)	30.80	31.67

* Total project cost including General Construction, Plumbing, HVAC and Electrical

OVERTIME PAY

(D, O) on OVERTIME PAGE

HOLIDAY

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

6-317

Teamster - Heavy&Highway

08/01/2024

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 6

ENTIRE COUNTIES

Onondaga

PARTIAL COUNTIES

Madison: Only the Townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Nelson and Sullivan.
Oswego: All Townships except Redfield, Sandy Creek and Boylston.

WAGES

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

*NOTE: Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

GROUP 2:

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

Per hour:	07/01/2024
GROUP 1	\$ 33.79
GROUP 2	33.99

Additional \$ 1.50 per hour on City, County, Federal and/or State designated hazardous waste site when personal protection is required by regulation to be used or worn.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2024

Journeyworker \$ 28.28

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

NOTE: If a holiday falls on Sunday, it will be celebrated on Monday.

6-317h

Welder

08/01/2024

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 hour07/01/2024

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

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

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

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

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

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

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

- | | |
|--------|---|
| (1) | None |
| (2) | Labor Day |
| (3) | Memorial Day and Labor Day |
| (4) | Memorial Day and July 4th |
| (5) | Memorial Day, July 4th, and Labor Day |
| (6) | New Year's, Thanksgiving, and Christmas |
| (7) | Lincoln's Birthday, Washington's Birthday, and Veterans Day |
| (8) | Good Friday |
| (9) | Lincoln's Birthday |
| (10) | Washington's Birthday |
| (11) | Columbus Day |
| (12) | Election Day |
| (13) | Presidential Election Day |
| (14) | 1/2 Day on Presidential Election Day |
| (15) | Veterans Day |
| (16) | Day after Thanksgiving |
| (17) | July 4th |
| (18) | 1/2 Day before Christmas |
| (19) | 1/2 Day before New Years |
| (20) | Thanksgiving |
| (21) | New Year's Day |
| (22) | Christmas |
| (23) | Day before Christmas |
| (24) | Day before New Year's |
| (25) | Presidents' Day |
| (26) | Martin Luther King, Jr. Day |
| (27) | Memorial Day |
| (28) | Easter Sunday |

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

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

Telephone

Fax

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)

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

Telephone

Fax

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

PROJECT PARTICULARS

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 _____

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

☐

Fuel Delivery

☐

Guards, Watchmen

☐

Janitors, Porters, Cleaners,
Elevator Operators

☐

Moving furniture and
equipment

☐

Trash and refuse removal

☐

Window cleaners

☐

Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

For inquiries please call 518-457-5589.

NYSDOL Bureau of Public Work Debarment List 08/16/2024

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 145SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	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		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DOL		B&L RENOVATION CO.		618 OCEAN PARKWAY APT A6BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	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	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTI ON	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028

NYSDOL Bureau of Public Work Debarment List 08/16/2024

Article 8

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		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
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
DOL	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
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	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027

NYS DOL Bureau of Public Work Debarment List 08/16/2024

Article 8

DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	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 MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028

NYSDOL Bureau of Public Work Debarment List 08/16/2024

Article 8

DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	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	DOL		MAQSOOD AHMAD		618 OCEAN PKWY BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
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	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028

NYSDOL Bureau of Public Work Debarment List 08/16/2024

Article 8

DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD 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
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	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		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL		ROBBYE BISSEsar		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSen		148 COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025

NYSDOL Bureau of Public Work Debarment List 08/16/2024

Article 8

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
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	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	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
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	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
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		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	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026

NYSDOL Bureau of Public Work Debarment List 08/16/2024

Article 8

DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

DAVIS - BACON
PREVAILING WAGE SCHEDULE

"General Decision Number: NY20250016 02/28/2025

Superseded General Decision Number: NY20240016

State: New York

Construction Types: Heavy and Highway

County: Onondaga County in New York.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025
2	02/28/2025

BRNY0002-016 07/01/2024

SYRACUSE CHAPTER

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS, POINTER, CLEANERS & CAULKERS.....	\$ 36.80	22.38
CEMENT MASONS.....	\$ 27.99	20.10
MARBLE, TILE & TERRAZZO FINISHERS.....	\$ 26.46	19.64
MARBLE, TILE & TERRAZZO WORKERS.....	\$ 34.92	21.29

FOOTNOTE:

a. PAID HOLIDAYS: Memorial Day, July the 4th, Labor Day, Thanksgiving Day (provided the employee is employed (1) day before and (1) day after the holiday.

CARP0277-004 07/01/2024

	Rates	Fringes
CARPENTER.....	\$ 38.28	26.26

ELEC0043-007 06/01/2024

ALL OF ONONDAGA COUNTY EXCEPT ELBRIDGE AND SKANEATELES

	Rates	Fringes
ELECTRICIAN.....	\$ 47.00	33.33

ELEC0840-004 06/01/2024

REMAINDER OF ONONDAGA COUNTY (ELBRIDGE AND SKANEATELES)

	Rates	Fringes
ELECTRICIAN.....	\$ 43.50	28.33

ELEC1249-003 05/01/2023

	Rates	Fringes
ELECTRICIAN (LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL Including any and all Fiber Optic Cable necessary for Traffic Signal Systems, Traffic Monitoring systems and Road Weather information systems)		
Flagman.....	\$ 29.59	7%+35.40
Groundman (Truck Driver)....	\$ 39.46	7%+35.40
Groundman Truck Driver (tractor trailer unit).....	\$ 41.92	7%+35.40
Lineman & Technician.....	\$ 49.32	7%+35.40
Mechanic.....	\$ 39.46	7%+35.40

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

ELEC1249-004 05/01/2023

	Rates	Fringes
ELECTRICIAN (Line Construction)		
Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :		
Flagman.....	\$ 34.44	7%+35.40
Groundman digging machine operator.....	\$ 51.66	7%+35.40
Groundman truck driver (tractor trailer unit)....	\$ 48.79	7%+35.40
Groundman Truck driver....	\$ 45.92	7%+35.40
Lineman and Technician....	\$ 57.40	7%+38.40
Mechanic.....	\$ 45.92	7%+35.40
Substation:		
Cable Splicer.....	\$ 63.14	7%+38.40
Flagman.....	\$ 34.44	7%+35.40
Ground man truck driver....	\$ 45.92	7%+35.40
Groundman digging machine operator.....	\$ 51.66	7%+35.40
Groundman truck driver (tractor trailer unit)....	\$ 48.79	7%+35.40
Lineman & Technician.....	\$ 57.40	7%+38.40
Mechanic.....	\$ 45.92	7%+35.40
Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance		

bonding of rails; Pipetype
cable installation

Cable Splicer.....	\$ 64.59	7%+38.40
Flagman.....	\$ 35.23	7%+35.40
Groundman Digging Machine Operator.....	\$ 52.85	7%+35.40
Groundman Truck Driver (tractor-trailer unit)....	\$ 49.91	7%+35.40
Groundman Truck Driver.....	\$ 46.98	7%+35.40
Lineman & Technician.....	\$ 58.72	7%+38.40
Mechanic.....	\$ 46.98	7%+35.40

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

* ELEC1249-008 01/01/2025

	Rates	Fringes
ELECTRICIAN (Line Construction)		
TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer.....	\$ 40.81	3%+5.77
Groundman.....	\$ 20.53	3%+5.77
Installer Repairman- Teledata Lineman/Technician- Equipment Operator.....	\$ 38.73	3%+5.77
Tree Trimmer.....	\$ 31.45	3%+10.48

a. New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

ENGI0158-020 07/01/2024

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 53.51	32.30
GROUP 2.....	\$ 52.63	32.30
GROUP 3.....	\$ 49.35	32.30
GROUP 4.....	\$ 59.51	32.30
GROUP 5.....	\$ 58.01	32.30
GROUP 6.....	\$ 56.51	32.30
GROUP 7.....	\$ 54.86	32.30

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck , Cableway, Caisson Auger,

Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self Propelled, Slipform, Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.) Quad 9, Quarry Master (or equivalent), Scraper, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunit Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (NonAutomated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill, Self-contained, Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders, L.C.M. Work Boat Operator, Locomotive Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier, ride-on, Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw, ride-on, Steam Cleaner, Pug Mill, Pump Crete Ready Mix Concrete Plant Refrigeration Equipment (for soil stabilization) Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill, Excluding Air-Track Type Drill, Skidder, Tractor with Dozer and/or Pusher, Trencher. Tugger Hoist, Vermeer saw (ride on, any size or type), Winch, Winch Cat

GROUP 3: A Frame Winch Hoist on Truck , Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving, Machine (ride on), Ballast Regulator, Ride-on Boiler (used in conjunction with production), Bituminous Heater, self-propelled, Boat (powered), Cement and Bin Operator, Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants, Heaters (hands-off equipment), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill, (Core), Drill, (Well,) Farm Tractor with accessories, Fine Grade Machine, Tamper, ride-on, Tie Extractor, ride-on, Tie Handler, ride-on, Tie Insertter, ride-on, Tie Spacer, ride-on, Tire Repair, Track Liner, ride-on, Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day provided the employee has worked the working day before and the working day after the holiday.

ENGI0158-021 07/01/2018

	Rates	Fringes
Power equipment operators:		
TUNNEL AND SHAFT		
GROUP 1.....	\$ 44.74	27.65+a
GROUP 2.....	\$ 43.52	27.65+a
GROUP 3.....	\$ 40.73	27.65+a
GROUP 4.....	\$ 37.72	27.65+a
GROUP 5.....	\$ 47.15	27.65+a

NOTE:

HAZMAT PREMIUM 5.00

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (TUNNEL & SHAFT)

GROUP 1: Automated concrete spreader (CMI or equivalent), automated fine grade machine (CMI), backhoe, belt placer (CMI or similar), blacktop spreader (automated), cableway, caisson auger, central mix plant (automated), cherry picker (5 tons), concrete curb machine (self propelled slipform), concrete pump, crane; crane, shaft; crane, underground; cranes and derricks (steel erection), dragline, dredge, dual drum paver, excavator (all purpose-hydraulically operated gradall or similar), fork lift (factor rated 15" and over), front end loader (4 cu. yd. and over), head tower (Sauerman or equal); hoist, shaft; hoist (two or three drum), holland loader, maintenance engineer (shaft and tunnel), mine hoist, mining machine (mole and similar types), mucking machine or mose overhead crane (gantry or straddle type), pile driver, power grader, Quad 9, quarry master (or equivalent), scraper, shovel, side boom, slip form paver, tripper/maintenance engineer (shaft and tunnel), tractor drawn belt-type loader, truck crane, truck engineer (shaft and tunnel), tractor drawn belt-type loader, truck crane, truck or trailer mounted log chipper (self feeder), tug operator (manned rented equipment excluded), tunnel shovel

GROUP 2: Automated central mix concrete plant, backhoe (top side), backhoe (tractor mounted, rubber tired), bituminous spreader and mixer, blacktop plant (nonautomated), blast or rotary drill (truck or tractor mounted), boring machine, cage hoist, central mix plant (non automated) and all concrete batching plants, cherry picker (5 tons capacity and under), compressors (4 or less exceeding 2000 C.F.M.

combined capacity, concrete paver (over 16s), concrete pump, crane (topside), crusher, diesel power unit, drill rigs, tractor mounted, front end loader (under 4 cu. yds), grayco epoxy machine, hi-pressure boiler (15 lbs and over), hoist (one drum) hoist (one drum) hoist, two or htree drum (topside), kolman plant loader and similar type loaders, L.C.M. work boat operator, locomotive, maintenance engineer (topside) maintnenace greaseman, mixer (for stabilized base self-propelled), monorail machine,plant engineer, personnel hoist, pump crete, ready mix concrete plant, refrigeration equipment (for soil stabilization), road widener, roller (all above sub-grade),sea mule, shotcrete machine, shovel (topside), tractor with dozer and or pusher, trencher, tugger hoist, tunnel locomotive, welder, winch, winch cat

GROUP 3: A-Frame truck, ballast regulator (ride on), compressors (4 not to exceed 2000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2000 c.f.m.); compressors (any size but subject to other provisions for compressors, dust collectors, generators, pumps, welding machiens, light plants (4 of any type of combination); concrete pavement spreaders and finishers, conveyor, drill (core), drill (well), electric pump used in conjunction with well point system, farm tractor with accessories, fine grade machine, fork lift (under 15 ft), grout pump over 5 cu. ft. (manufacturers rating), gunite machine, hammers (hydraulic self propelled), hydra-spiker (ride on), hydra blaster (water), hydro blaster, motorized form carrier, post hole digger and post driver, power sweeper, roller (grade and fill), scarifer (ride on), span saw (ride on), submersible electric pump (when used in lieu of well points), tamper (ride on), tie extractor (ride on), tie handler (ride on), tie inserter (ride on), tie spacer (ride on), track liner (ride on), tractor with towed accessories, vibratory compactor, vibro tamp, well point

GROUP 4: Aggregate plant, boiler (used in conjunction with production), cement and bin operator, compressors (3 or less not to exceed 1200 c.f.m. combined capacity); compressors (any size, but subject to other provisions for compressors), dust colelctors, generators, pumps, welding machines, light plants (3 or less of any type or combination); concrete paver or mixer (16s and under), concrete saw (self propelled), fireman, form tamper, greaseman, hydraulic pump (jacking system), junior engineer, light plants, mulching machine, oilder, parapet concrete or pavement grinder, power broom (towed), power heaterman (when used for production), revinius widener, shell winder, steam cleaner, tractor

GROUP 5: Master mechanic and chief tunnel engineer

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, provided the employee has worked the working day before the holiday and the working day after the holiday.

LAB00633-003 06/01/2023

	Rates	Fringes
Laborers		

BUILDING CONSTRUCTION

Asbestos and Toxic,

Hazardous Waste Removal....\$ 32.10 22.90

Laborer.....\$ 29.60 22.90

ASBESTOS REMOVAL: Removal of all asbestos containing materials from wall ceilings, floor columns, and other non-mechanical structures and surfaces.

LAB00633-004 07/01/2024

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 36.31	25.70+a
GROUP 2.....	\$ 36.51	25.70+a
GROUP 3.....	\$ 36.71	25.70+a
GROUP 4.....	\$ 36.91	25.70+a

GROUP 1: Laborers, flaggers, outboard, and hand boats

GROUP 2: Bull floats, chain saw, concrete aggregate, bin concrete bootman, gin buggy, hand or machine vibrator, jackhammer, mason tender, mortar mixer, pavement breaker, handlers of all steel mesh, small generators, for laborers tools, installation of bridge drainage pipe, pipelayers, vibrator type rollers, tamper, drill, doctor, tail or screw operator on asphalt paver, water pump operator (1 1/2" and single diaphragm), nozzle (asphalt, gunnite, seeding and sandblasting), laborers on chain link fence erection, rock splitter and power unit, pusher type concrete saw and all other gas, electric, oil and air tool operators, wrecking laborers.

GROUP 3: All rock or drill machine operators (except quarry master and similar type), acetylene torch operators, asphalt raker, powderman.

GROUP 4: Blasters, for setter, stone or granite curb setters.

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, provided the employee has worked the working day before and the working day after the holiday.

PAIN0004-020 05/01/2023

	Rates	Fringes
Painters:		
Bridges.....	\$ 42.06	30.59

PLUM0267-002 05/01/2019

	Rates	Fringes
Plumber, Pipefitter, Steamfitter (Including HVAC Work).....	\$ 35.51	24.57

ROOF0195-001 06/01/2023

	Rates	Fringes
ROOFER.....	\$ 32.25	25.51

SHEE0058-001 05/01/2024

	Rates	Fringes
Sheet Metal Worker		
Projects 10 million or less..	\$ 35.25	22.85
Projects over \$10 million...	\$ 36.25	22.85

* SUNY1996-001 01/10/1996

	Rates	Fringes
GLAZIER.....	\$ 12.01 **	0.52

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular

rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and

prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====

END OF GENERAL DECISION"

SECTION 00900 SPECIAL CONDITIONS

1) LOCATION AND DESCRIPTION OF PROJECT

The project provides for the rehabilitation of East Brighton Avenue and East Seneca Turnpike (NY Route 173) between Thurber Street and the City Limit in the City of Syracuse. The total length of the project is approximately 6,336 (1.2 miles), excluding the interchange of Interstates I-81 and I-481, which is currently under construction as part of the New York State Department of Transportation I-81 Viaduct Project. The project includes milling and paving of the roadway surface with areas of full depth reconstruction; curbing, sidewalk, driveway work; drainage system improvements; new and replacement traffic signal installation; landscaping; and upgrades to signs and pavement markings.

2) NOTICE TO PROCEED

The work to be performed under this contract shall begin within five (5) days of the Notice to Proceed.

3) EXCAVATION

Before excavating or saw cutting, it shall be the Contractor's responsibility to contact all agencies that may have overhead and/or underground services in the area, so that such services may be noted and adequately protected in the field, before excavation starts. Contacting all agencies shall include at a minimum calling Dig Safely New York (1-800-962-7962).

The Contractor shall use extreme caution to preserve all services, such as water, sewer, gas, electric, communication, et cetera. If any services are damaged through carelessness of any of the Contractor's or Subcontractor's employees, the Contractor shall be liable for the replacement of the damaged service. Under no circumstances shall the use of the steel ball or similar pavement breaker, be employed to fracture the existing pavement.

Special care should be taken when excavating near catch basins. If removal of debris causes the sumps of these basins to fill up with spoil, it shall be the Contractor's responsibility to remove this debris. If the Contractor does not remove this debris, in a timely fashion, as ordered by the Engineer, the City will clean these basins and the cost for this cleaning shall be assessed against the Contractor.

4) TESTING AND CERTIFICATION OF WORK AND MATERIALS:

The Contractor shall submit copies of all testing and/or certification as the work progresses for review by the Engineer. This will be in addition to the submission required with the invoices.

5) PRIORITY OF WORK

The Contractor is required to progress construction in a timely manner and shall complete construction within the allotted timeframe.

6) STAGING / STORAGE AREA FOR CONTRACTOR

The Contractor may use the available City rights-of-way within the project limits with permission but shall not block access to the residents and businesses in the area. Staging areas shall be restored to pre-construction condition or better.

SECTION 00900 SPECIAL CONDITIONS

7) LIQUIDATED DAMAGES

In addition to the rights listed in Section 00500-J the Owner shall have the right to deduct from monies owed the Contractor any costs incurred due to the failure to perform or respond in a timely fashion under the terms of this contract.

8) DEFINITIONS:

Wherever the following words and expressions are used in these specifications and accompanying documents, it is understood that they have the meanings defined below.

Chief Engineer or Deputy Chief Engineer: The City Engineer, City of Syracuse Department of Engineering.

Comptroller: The Budget Director, City of Syracuse.

Engineer or Engineer in Charge or Project Engineer: The Principal Engineering Consultant representing the City of Syracuse for the purpose of carrying out and supervising the execution of the contract under the direction of the City Engineer. When a Consulting Engineer is not so representing the City for the contract, the term Engineer shall mean the City Engineer.

Commissioner: The City Engineer, City of Syracuse Department of Engineering.

Departmental Soils Engineer or Departmental Engineering Geologist: The City Engineer, City of Syracuse Department of Engineering

Division: Department of Engineering, City of Syracuse.

Regional Director or Commissioner: The City Engineer, City of Syracuse Department of Engineering

State or State of New York: When used means the state of New York, EXCEPT when in reference to the contracting agency in which case the City of Syracuse, represented by the Department of Engineering through the City Engineer shall be meant.

When references are made in these specifications to the New York State Department of Transportation Specifications (US Customary) of 2008, and as amended and the terms in these specifications refer to the Commissioner it shall be assumed that the City Engineer is implied; reference to the Department shall mean that the Department of Engineering, City of Syracuse is implied; reference to the Deputy Chief Engineer shall mean that the City Engineer is implied; reference to the Engineer shall mean that the Resident Engineer representing the County is implied.

END OF SECTION

SECTION 01000

APPENDIX A

Contract Requirements for Locally Administered Federal Aid Projects

- Appendix 12-1 Construction Contract Requirements

The contractor shall fill out the forms in Appendix 12-1A & Appendix 12-10, contained in Section 00300 (yellow pages)

- Appendix A-1 – Supplemental Title Vi Provisions (Civil Rights Act)
- Iran Divestment Act

When a discrepancy exists between federal, state, and municipal laws, rules and regulations, federal law prevails, with the exception when state and municipal laws, rules and regulations may be stricter and therefore have precedence.

APPENDIX 12-1

CONSTRUCTION CONTRACT REQUIREMENTS

This page has been left intentionally blank.

CONTENTS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (FHWA Section 1273 X)..... 1

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING(FHWA 1273 Section XI)..... 1

FALSE CLAIMS CERTIFICATION (31 USC §3729, NYS Finance Law Article 13) 2

REPORTING VIOLATIONS OF NON-COLLUSIVE BIDDING PROCEDURES,..... 5

GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION 6

REQUIRED CONTRACT PROVISIONS 7

ALL FORMS MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (FHWA Section 1273 X)

A. The prospective bidder certifies to the best of its knowledge and belief that they and their Principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for a commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the Bidder is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING (FHWA 1273 Section XI)

A. The prospective bidder certifies, by signing and submitting this bid or proposal, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. The prospective bidder also agrees by submitting his/her bid or proposal that he/she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that such subrecipients shall certify and disclose accordingly.

THESE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.

FALSE CLAIMS CERTIFICATION (31 USC §3729, NYS Finance Law Article 13)

Under the Federal False Claims Act, 31 U.S. Code §3729, any person or entity who knowingly presents, or causes to be presented to the Federal Government, a false or fraudulent claim for payment or approval is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, plus three times the amount of damages the Government sustains.

Under the New York State False Claims Act, NYS Finance Law Article 13, any person or entity who knowingly presents or causes to be presented to the State of New York or Local Governments within the State of New York, a false or fraudulent claim for payment or approval is liable to the Government for a civil penalty of not less than \$6,000 and not more than \$12,000, plus three times the amount of damages the Government sustains.

"Knowingly" is defined as (1) actual knowledge; (2) acting in deliberate ignorance of the truth or falsity of information; or (3) acting in reckless disregard of the truth or falsity of information. No proof of specific intent to defraud is required.

The Contractor to whom the above-identified contract is to be awarded does hereby certify to the New York State Department of Transportation that it understands the prohibitions under the Federal and New York State False Claims acts and that it has not and will not submit or cause to be submitted any fraudulent claims in the submission of this bid or in connection with the above-identified contract. The Contractor further certifies that it understands retaliatory actions against employees and officers who initiate a *qui tam* (public) action on behalf of the government or cooperate in the investigation of a false claim are prohibited and are subject to an assessment of damages and penalties under the provisions of the Federal and New York State False Claims Acts.

THIS MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.

**NON-COLLUSIVE BIDDING CERTIFICATION
(NYS Finance Law §139-d and General Municipal Law §103-d)**

1. By submission of this bid:

(a) Each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its 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 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 in any case, the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons, therefore. Where (a)(1)(2) and (3) above have not been complied with, the bid shall not be considered for award, 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 the bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised pricelists 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 one (a).

2. Any bid hereafter made to the state or any public department, agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to have included the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation."

**STATE NON-COLLUSIVE BIDDING CERTIFICATIONS MUST BE INCLUDED IN EVERY BID
PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL
SPECIFICATIONS ARE USED.**

NON-COLLUSIVE BIDDING CERTIFICATION (2 CFR 1200)

"By submission of this bid, the Bidder does hereby tender to the Owner this sworn statement pursuant to Section 1128 of Title 23, U. S. Code-Highways and does hereby certify, in conformance with said Section 112 of Title 23, U. S. Code-Highways that the said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract."

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

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

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

FEDERAL NON-COLLUSIVE BIDDING CERTIFICATION MUST BE INCLUDED IN EVERY BID PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.

**REPORTING VIOLATIONS OF NON-COLLUSIVE BIDDING PROCEDURES,
MISCONDUCT OR OTHER PROHIBITED CONTRACT ACTIVITIES**

**US DEPARTMENT OF TRANSPORTATION
OFFICE OF INSPECTOR GENERAL - FRAUD, WASTE & ABUSE HOTLINE**

The U.S. Department of Transportation (USDOT) Office of Inspector General (OIG) maintains a Hotline for receiving allegations of fraud, waste, abuse, or mismanagement in USDOT programs or operations. Persons with knowledge of bid collusion (i.e., contractors, suppliers, work persons, etc.), or other questionable contract-related practices (inadequate materials, poor workmanship, theft of materials, etc.), are encouraged to report such activities by calling the Hotline at 1-800-424-9071, emailing hotline@oig.dot.gov, or writing to the USDOT Inspector General, 1200 New Jersey Ave SE, West Bldg. 7th Floor, Washington, DC 20590. Allegations may be reported 24 hours a day, seven days a week by DOT employees, contractors, or the general public.

NEW YORK STATE OFFICE OF THE INSPECTOR GENERAL HOTLINE

The New York State Office of the Inspector General maintains a Hotline for receiving allegations of governmental misconduct. Reports of New York State governmental misconduct may be made in strict confidence to the Toll-Free 24-hour Statewide HOTLINE at 1-800-DO RIGHT (1-800-367-4448), the online complaint form at www.ig.ny.gov or in writing to the New York State Office of the Inspector General, Empire State Plaza, Agency Building 2 - 16th Floor, Albany, New York 12223.

**THIS PAGE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED
IN EACH BID PROPOSAL.**

GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION

The Contractor shall follow the requirements of NYSDOT Standard Specification §102-11 *Equal Employment Opportunity Requirements*. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, which is the county or counties in which the work is located, are as follows:

GOALS FOR PARTICIPATION OF MINORITIES					
COUNTY	%	COUNTY	%	COUNTY	%
Albany	3.2	Herkimer	2.1	Richmond	Table
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	Kings	Table	St. Lawrence	2.5
Bronx	Table	Lewis	2.5	Saratoga	3.2
Cattaraugus	6.3	Livingston	5.3	Schenectady	3.2
Cayuga	2.5	Madison	3.8	Schoharie	2.6
Chautauqua	6.3	Monroe	5.3	Schuyler	1.2
Chemung	2.2	Montgomery	3.2	Seneca	5.9
Chenango	1.2	Nassau	5.8	Steuben	1.2
Clinton	2.6	New York	Table	Suffolk	5.8
Columbia	2.6	Niagara	7.7	Sullivan	17.0
Cortland	2.5	Oneida	2.1	Tioga	1.1
Delaware	1.2	Onondaga	3.8	Tompkins	1.2
Dutchess	6.4	Ontario	5.3	Ulster	17.0
Erie	7.7	Orange	17.0	Warren	2.6
Essex	2.6	Orleans	5.3	Washington	2.6
Franklin	2.5	Oswego	3.8	Wayne	5.3
Fulton	2.6	Otsego	1.2	Westchester	22.6
Genesee	5.9	Putnam	22.6	Wyoming	6.3
Greene	2.6	Queens	Table	Yates	5.9
Hamilton	2.6	Rensselaer	3.2		

(45 FR 65976 – 10/3/1980)

GOALS FOR PARTICIPATION OF MINORITIES BRONX, KINGS, NEW YORK, QUEENS, AND RICHMOND COUNTIES			
Electricians	9.0 to 10.2	Bricklayers	13.4 to 15.5
Carpenters	27.6 to 32.0	Asbestos workers	22.8 to 28.0
Steam fitters	12.2 to 13.5	Roofers	6.3 to 7.5
Metal lathers	24.6 to 25.6	Iron workers (ornamental)	22.4 to 23.0
Painters	26.0 to 28.6	Cement masons	23.0 to 27.0
Operating engineers	25.6 to 26.0	Glaziers	16.0 to 20.0
Plumbers	12.0 to 14.5	Plasterers	15.8 to 18.0
Iron workers (structural)	25.9 to 32.0	Teamsters	22.0 to 22.5
Elevator constructors	5.5 to 6.5	Boilermakers	13.0 to 15.5
		All others	16.4 to 17.5

(43 FR 14888 – 4/7/1978)

GOAL FOR PARTICIPATION OF WOMEN

The goal for the participation of women is 6.9%.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted). If the Contractor performs construction work outside of New York State, it shall apply the goals established for the covered area where the work is actually performed.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e). The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally

classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S.

Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO

program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and

women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification

to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals

(even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities:

The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

- b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this

contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the

contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on

a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred

during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is used in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an

authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprourement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at

<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original

handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension

of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) Required information disclosures.

Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. Apprentices (1) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they

perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) Apprenticeship ratio. The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in

the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of

lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist,

harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any

violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section. * \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of

whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate,

threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring

leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the

contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29

CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be

performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may

direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier

participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective

participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly

enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that

all such recipients shall certify and disclose accordingly.

directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
 - a. To the extent that qualified persons regularly residing in the area are not available.
 - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
 - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on

which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

IRAN DIVESTMENT ACT.

By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

SECTION 01100
TECHNICAL SPECIFICATIONS

NYS DOT Standard Specifications

This project uses the New York State Department of Transportation Standard Specifications (US Customary units) adopted May 1, 2025. The Standard Specifications are available at:

<https://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us>

Special Specifications

Item Number	Description
209.11010024	Temporary Catch Basin Insert (CBI)
420.50090304	Top Course Porous Asphalt Pavement F9
603.99050002	Concrete Plugs for Sewer Pipe
608.21000003	Cast Iron Embedded Detectable Warning Units
610.14000011	Structural Soil Mix
627.50140008	Cutting Pavement
645.52010110	Ground-Mounted Sign Panels with High Visibility Sheeting and Non-Reflective Sheeting without Z-Bars
655.04000006	Furnish And Install Grates in Existing Frames
662.6000NN08	Furnishing Electrical Service
663.13000010	Install Fire Hydrant
663.51000004	Furnish and Install New Water Valve Box
663.52000004	Remove Existing Water Valve Box
670.011XYZ02	LED Highway Luminaire
680.05010007	360 Degree Camera Video Detection System
680.50500005	Alter Elevation of Pole Foundation
680.51000010	Alter Elevation of Pull Boxes
680.7700XX05	Modify Traffic Signal Installation
680.7900XX05	Remove Traffic Signal Installation
680.80370501	Controller And Cabinet 4 Thru 8 Phase Full Traffic Actuated (Nema)
680.81230008	Traffic Signal Bracket Assembly-1 Way Mast Arm Mount (Cable Type)
680.81990003	Traffic Signal Back Plates with Yellow Reflective Tape
680.82501009	Preempt System Optical Detector - Dual Channel, One Direction (Mast Arm)
680.82505009	Preempt System Optical Detector – Dual Channel, Two Direction (Mast Arm)
680.82516009	Preempt System -Type 3 Phase Selector – 4 Channels
680.82540009	Preempt System - Detector Cable, Shielded, 3 Conductor with Stranded Ground, Awg #20

SECTION 01100
TECHNICAL SPECIFICATIONS

- 680.90920001 Electric Meter Socket, 100 Ampere, Single Phase, 120
Volt For Traffic Signal Installations
- 691.04000020 Training Requirements

ITEM 209.11XXNN24 – TEMPORARY CATCH BASIN INSERT (CBI)

DESCRIPTION:

The work shall consist of furnishing, installing, maintaining (removing, disposal of debris and resetting), replacing (if needed), and disposing (at end of contract) a temporary catch basin insert at the locations indicated in and according to the contract documents, and as directed by the Engineer.

The work shall also consist of removing and storing an existing temporary catch basin insert prior to a catastrophic storm event (e.g., flooding), and reinstalling it after the event at the locations indicated in and according to the contract documents, and as directed by the Engineer.

Acronyms

CBI – Temporary Catch Basin Insert

Temporary removal, storage and reinstallation of temporary catch basin inserts does not include the cost of a new temporary catch basin insert.

MATERIALS:

The following sections of the standard specification shall apply:

Temporary Catch Basin Insert	713-21
------------------------------	--------

CONSTRUCTION DETAILS

The following section of the standard specifications shall apply:

Soil Erosion and Sediment Control	209-3.01
-----------------------------------	----------

with the following exceptions:

- Torn or punctured geotextile must be replaced (see Maintenance below)
- Sediment deposition removed from the CBI shall be disposed of in accordance with §107-10 E.

Installation: Install the CBI according to manufacturer's instructions.

Inspection: Using the most restrictive inspection criteria listed below, the Contractor shall inspect each CBI:

- daily,
- after a rainfall event of 0.5" or more per twenty-four (24) hour period,
- as per manufacturer's instructions, and
- as per the conditions of the Stormwater Pollution Prevention Plan (SWPPP) (if the contract includes one).

Maintenance: Maintenance shall include the following:

- Removal of all accumulated sediment and debris from the vicinity of the CBI after each rainfall event of 0.5" or more per twenty-four (24) hour period and prior to removal of the insert for maintenance.
- Removal of CBI according to manufacturer's instructions.

ITEM 209.11XXNN24 – TEMPORARY CATCH BASIN INSERT (CBI)

- Emptying the CBI when the CBI's containment area is more than one third (1/3) full or before the sediment/trash/debris reaches the overflow openings. The Contractor shall ensure that the CBI is not so full that removing it causes the geotextile to rip, tear or become non-functioning. CBIs damaged during sediment removal shall be replaced at the Contractor's expense. The Engineer will determine if a damaged CBI warrants replacement. Sediment and/or debris that has been released into the drainage structure shall be removed by the Contractor and disposed of as below.
 - Refer to the manufacturer's instructions for emptying and re-installing the CBI. Removal of trash, sediment and debris from the CBI shall be done in a manner that ensures no trash, sediment or debris will enter an unprotected drainage structure.
- Disposal of the removed sediment shall occur at an upland location away from all stormwater conveyances.
 - Trash shall be disposed of according to §107-10 E. of the standard specifications.
- If a CBI's fabric or strap is torn,
 - dispose of the sediment and debris contained within the unit according to this specification, and
 - replace the entire CBI. A CBI shall be replaced at no additional cost to the state.
- When CBI servicing results in a non-functioning or poorly functioning CBI, the CBI shall be replaced at no additional cost to the state. The Engineer will determine if a CBI is non-functioning or poorly functioning.
- CBIs shall be removed prior to winter shut down. Re-installation of the CBIs shall occur prior to ground disturbance or first thaw in the following spring, whichever occurs first, and according to manufacturer's instructions.

Emergency Removal, Storage and Reinstallation: Emergency removal, storage and reinstallation shall be performed in association with catastrophic events (e.g. storms and flooding) as follows:

- As directed in consideration of forecasted events (e.g. moderate or major flood warnings) in impacted urban or residential locations where flooding is likely to result in hazardous public conditions.
- Removal, storage, and reinstallation as specified and applicable under Maintenance above. This includes replacing any damaged, poorly functioning, or non-functioning CBI.
- CBIs removed for emergency flooding events shall be reinstalled prior to resuming construction.

CBIs shall be removed according to §209-3.01 and disposed of according to §107-01 E. after all soil disturbance areas have been fully stabilized with an established, permanent, and approved vegetative cover at a uniform density of eighty percent (80%).

METHOD OF MEASUREMENT

Temporary Catch Basin Insert. The work will be measured as the number of each CBI furnished, installed, maintained, replaced, and disposed.

Temporary Catch Basin Insert Emergency Removal and Reinstallation. The work will be measured as the number of each CBI removed, stored, and reinstalled.

ITEM 209.11XXNN24 – TEMPORARY CATCH BASIN INSERT (CBI)

BASIS OF PAYMENT

Temporary Catch Basin Insert. The unit price bid for each CBI furnished, installed, maintained, replaced, and disposed shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work.

Temporary Catch Basin Insert Emergency Removal and Reinstallation. The unit price bid for each CBI removed, stored, and reinstalled shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work.

Progress payments will be made at fifty percent (50%) of the unit price bid upon installation of each CBI. The remaining fifty percent (50%) will be paid after soil disturbance areas have been fully stabilized with an established, permanent, and approved vegetative cover at a uniform density of eighty percent (80%) and the CBI has been removed. No progress payments are offered for the emergency removal and reinstallation of CBI.

Payment will be made under:

Item Number	Description	Unit
209.11010024	Temporary Catch Basin Insert – Trash, Sediment, and Debris Removal	EA
209.11020024	Temporary Catch Basin Insert –Trash, Sediment and Debris Removal, plus Oil and Hydrocarbon Removal	EA
209.11030024	Oil and Hydrocarbon Absorbent Pouches for Temporary Catch Basin Insert	EA
209.11040024	Temporary Removal, Storage and Reinstallation of a Temporary Catch Basin Insert	EA

ITEM 420.50030304 – TOP COURSE POROUS ASPHALT PAVEMENT F3
ITEM 420.50090304 – TOP COURSE POROUS ASPHALT PAVEMENT F9
ITEM 420.70090304 – BINDER COURSE POROUS ASPHALT PAVEMENT F9

DESCRIPTION

Furnish and place Porous Asphalt Pavement courses in accordance with the contract documents and/or as directed by the Engineer-in-Charge.

MATERIALS

The materials and composition for the Porous Asphalt Pavement mixtures shall meet the requirements specified in §401-2 Materials, except as noted herein.

Formulate a job mix formula (JMF) that satisfies the design limits listed below and submit it to the Regional Materials Engineer (RME), at least one week prior to placement of the test section.

Porous Asphalt Pavement Mixtures Gradation Requirements		
Screen Sizes	Top Course	Binder Course
	General Limits % Passing	General Limits % Passing
2 inch	---	100
1 1/2 inch	---	75-100
1 inch	---	55-80
3/4 inch	100	---
1/2 inch	85-100	23-42
3/8 inch	55-75	---
1/4 inch	---	5-20
No. 4	10-25	---
1/8 inch	---	2-15
No. 8	5-10	---
No. 16	---	---
No. 30	---	---
No. 200	2-4	---

ITEM 420.50030304 – TOP COURSE POROUS ASPHALT PAVEMENT F3
ITEM 420.50090304 – TOP COURSE POROUS ASPHALT PAVEMENT F9
ITEM 420.70090304 – BINDER COURSE POROUS ASPHALT PAVEMENT F9

Porous Asphalt Pavement Mixtures Design Criteria						
Mix	N _{design}	Air Voids @ N _{design}	PG Binder Content	VCA _{mix} ¹	Draindown of Uncompacted Asphalt Mixtures, AASHTO T305, maximum	Mixing and Compaction Temperature Range ² °F
Top Course	50	20.0	5.5 % minimum	Less than VCA _{drc} ³	0.3 %	285°F - 325°F
Binder Course ⁴	35	---	2.5 % – 4.5 %	---	0.3 %	285°F - 325°F

Notes:

1. VCA_{mix} = The voids in the coarse aggregate fraction of the mix based on specimens compacted to N_{design}. The coarse aggregate fraction of the aggregate is that portion of the JMF aggregate skeleton not passing the No. 4 sieve.

$$VCA_{mix} = 100 - \frac{P_{ca} * G_{mb}}{G_{ca}}$$

Where: P_{ca} = The percent of the coarse aggregate fraction by weight of total mix.
G_{mb} = The bulk specific gravity of the mix at the design PG Binder content as determined by AASHTO T275 or T331.
G_{ca} = The bulk specific gravity of the coarse aggregate fraction as determined by AASHTO T85.

2. Or as specified by the PG Binder Supplier.
3. VCA_{drc} = The voids in the coarse aggregate fraction of the JMF aggregate skeleton, determined using the dry rodding technique according to AASHTO T19.

$$VCA_{drc} = \frac{100 (G_{sbca} \gamma_w - \gamma_{ca})}{G_{sbca} \gamma_w}$$

Where: G_{sbca} = The bulk specific gravity of the coarse aggregate fraction as determined by AASHTO T85.
γ_{ca} = The unit weight of the coarse aggregate fraction (as determined by AASHTO T19).
γ_w = The unit weight of water.

4. Sufficient PG Binder shall be used in the mixture such that at least 95 percent of the aggregate particles are completely coated with binder as determined by AASHTO T195. In addition, when compacted in a gyratory compactor to 35 gyrations, the resulting specimen shall be stable and must not fall apart under its own weight.

Coarse Aggregate Type F3 Conditions. Use one of the following types of coarse aggregate.

1. Limestone or a blend of limestone and dolomite having an acid-insoluble residue content of not less than 20.0%.
2. Dolomite.

ITEM 420.50030304 – TOP COURSE POROUS ASPHALT PAVEMENT F3

ITEM 420.50090304 – TOP COURSE POROUS ASPHALT PAVEMENT F9

ITEM 420.70090304 – BINDER COURSE POROUS ASPHALT PAVEMENT F9

3. Sandstone, granite, chert, traprock, ore tailings, slag or other similar noncarbonate materials.
4. Gravel, or a natural or manufactured blend of the following types of materials: limestone, dolomite, gravel, sandstone, granite, chert, traprock, ore tailings, slag or other similar materials, where the noncarbonate plus 1/8 inch particles must comprise a minimum of 10.0% of the total aggregate (by weight with adjustments to equivalent volumes for materials of different specific gravities). A minimum of 20.0% of plus 3/8 inch particles must be noncarbonate.

Coarse Aggregate Type F9 Conditions. Use coarse aggregate meeting the requirements of §703-02, *Coarse Aggregate*.

Performance-Grade (PG) Binder. Use polymer or terminal blend Crumb Rubber Modified (CRM) PG 64V-22 Binder, in the production of the Top and Binder Course Porous Asphalt mixtures.

The PG Binders shall meet the requirements of AASHTO M 332, *Standard Specification for Performance Graded Asphalt Binder using Multiple Stress Creep Recovery (MSCR)*, for the production of the Porous Asphalt Pavement mixtures. In addition, the binder grade must also meet the **elastomeric** properties as indicated by one of the following equations for %R_{3.2}:

1. For $J_{nr3.2} \geq 0.1$, $\%R_{3.2} > 29.371 * J_{nr3.2}^{-0.2633}$
2. For $J_{nr3.2} < 0.1$, $\%R_{3.2} > 55$

Where

R_{3.2} is % recovery at 3.2 kPa

J_{nr 3.2} is the average non-recoverable creep compliance at 3.2 kPa

When terminal blend CRM PG binder is used, the following shall apply:

- Crumb rubber particles shall be finer than #30 sieve size.
- The terminal blend CRM PG binder shall be storage-stable and homogeneous.
- The Dynamic Shear Rheometer (DSR) shall be set at 2-mm gap.
- The terminal blend CRM PG binder shall be 99% free of particles retained on the 600 µm sieve as tested in accordance with Section 5.4 of M 332.

In addition, the PG Binder must meet the following requirements:

- Downstate (Orange, Putnam, Rockland, Westchester, Nassau, Suffolk counties and City of New York), use of Polyphosphoric Acid (PPA) to modify the PG binder properties is prohibited for mixtures containing limestone, limestone as an aggregate blend component, or limestone as a constituent in crushed gravel aggregate. This prohibition also applies to the use of PPA as a cross-linking agent for polymer modification.
- Upstate (all other counties not listed under Downstate), use of PPA to modify PG binder properties is prohibited. This prohibition also applies to the use of PPA as a cross-linking agent for polymer modification.

ITEM 420.50030304 – TOP COURSE POROUS ASPHALT PAVEMENT F3
ITEM 420.50090304 – TOP COURSE POROUS ASPHALT PAVEMENT F9
ITEM 420.70090304 – BINDER COURSE POROUS ASPHALT PAVEMENT F9

Reclaimed Asphalt Pavement (RAP). The use of RAP will not be allowed.

Fiber. Top Course Porous Asphalt Mixtures may contain either a Mineral fiber or Cellulose fiber stabilizing additive.

- If a Mineral fiber is utilized in the production of the porous asphalt, then the dosage rate for the Mineral fiber shall be approximately 0.4% by total mixture mass and sufficient to prevent draindown. The mineral fibers must meet the properties in the table below.

Mineral Fiber Properties ¹	
Property	Specification
Size Analysis Fiber Length ² Thickness ³	0.25 in. maximum mean test value 0.0002 in. maximum mean test value
Shot Content ⁴ Passing No. 60 sieve Passing No.230 sieve	90 ± 5% 70 ± 10%

Notes:

1. The European experience and development of the above criteria are based on the use of basalt mineral fibers.
2. The fiber length is determined according to the Bauer McNett fractionation.
3. The fiber thickness, or diameter, is determined by measuring at least 200 fibers in a phase-contrast microscope.
4. Shot content is a measure of non-fibrous material. The shot content is determined on vibrating sieves. Two sieves, the 0.250 mm and the 0.063 mm, are typically utilized. For additional information, see AASHTO C612.

- If a Cellulose fiber utilized in production of the porous asphalt mixture, then the dosage rate for the Cellulose fiber shall be approximately 0.3% by total mixture mass and sufficient to prevent draindown. The Cellular fibers must meet the properties in the table below.

Cellulose Fiber Quality Specifications	
Property	Specification
Sieve Analysis Method A - Alpine Sieve ¹ Analysis Fiber Length Percent Passing 0.150 mm	6 mm Maximum 70 ± 10

ITEM 420.50030304 – TOP COURSE POROUS ASPHALT PAVEMENT F3
ITEM 420.50090304 – TOP COURSE POROUS ASPHALT PAVEMENT F9
ITEM 420.70090304 – BINDER COURSE POROUS ASPHALT PAVEMENT F9

Cellulose Fiber Quality Specifications	
Property	Specification
Method B - Mesh Screen ² Analysis	
Fiber Length	6 mm Maximum
Percent Passing 0.850 mm	85 ± 10
0.425 mm	65 ± 10
0.106 mm	30 ± 10
Ash Content ³	18 ± 5% Non Volatiles
pH ⁴	7.5 ± 1.0
Oil Absorption ⁵	5.0 ± 1.0 (times fiber mass)
Moisture Content ⁶	Less than 5% (by mass)

Notes:

1. This test is performed using an Alpine Air Jet Sieve (Type 200 LS). A representative 5 gram sample of fiber is sieved for 14 minutes at a controlled vacuum of 75 kPa of water. The portion remaining on the screen is weighed.
2. This test is performed using standard No. 20, 40, 60, 80, 100, and 140 sieves, nylon brushes, and a shaker. A representative 10 gram sample of the fiber sieved using a shaker and two nylon brushes on each screen. The amount retained on each sieve is weighed and the percentage passing calculated. Repeatability of this method is suspect and needs to be verified.
3. A representative 2 to 3 gram sample of fiber is placed in a tared crucible and heated to between 1100°F and 1112°F for not less than two hours. The crucible and ash are cooled in a desiccator and weighed.
4. Five grams of fiber are added to 100 ml of distilled water, stirred, and allowed to sit for 30 minute. The pH is determined with a probe calibrated with a pH buffer of 7.0.
5. Five grams of fibers are accurately weighed and suspended in an excess of mineral spirits for not less than 5 minutes to ensure total saturation. They are then placed in a screen-mesh strainer (approximately 0.00077500 square inch opening size) and shaken on a wrist-action shaker for 10 minutes (approximately a 1.25 inch motion at 240 shakes per minute). The shaken mass is then transferred without touching to a tared container and weighed. Results are reported as the amount (number of times its own weight) the fibers are able to absorb.
6. Ten grams of fibers are weighed and placed in a 250°F, forced air oven for two hours. The sample is then reweighed immediately upon removal from the oven.

ITEM 420.50030304 – TOP COURSE POROUS ASPHALT PAVEMENT F3
ITEM 420.50090304 – TOP COURSE POROUS ASPHALT PAVEMENT F9
ITEM 420.70090304 – BINDER COURSE POROUS ASPHALT PAVEMENT F9

CONSTRUCTION DETAILS

The provisions of §401-3 and §402-3, Construction Details, shall apply except as modified herein.

Plant QC/QA. The QCT/QAT shall perform all testing required in Materials Procedure 401's Sampling and Testing Matrix, including air voids testing. However, acceptance of the mixture quality will be based on aggregate gradation and asphalt binder content only.

Plant Production. If the top course mixture contains fiber and is produced in a batch type plant, the mixing time of the dry constituents of the mixture (aggregates and fibers), must be increased by a minimum of 15 seconds.

Paving. Keep the porous asphalt pavement free of contamination from the construction operations. Take precautions as necessary such as washing truck tires, installation of silt fence, tarps on heavily traveled areas, etc. Stage the placement of the porous asphalt pavement after the surrounding areas have been final graded and stabilized to minimize potential sediment laden water from reaching the pavement surface.

Do not place the porous asphalt pavement mixture on a wet surface or when the surface temperature is below 50° F.

The use of Tack Coat will be prohibited. Prior to the placement of the Top Course, the Binder Course must be cleaned to the satisfaction of the Engineer-in-charge. Place each course of porous asphalt pavement in one lift. Use a mechanical rubber track paver to place as much of the mix as possible.

After completion of each pavement course, allow the pavement to cure for a minimum of 24 hours before placing the next course or allowing traffic of any kind on it.

Rollers. A 10 ton double drum asphalt roller, with a minimum drum width of 54 inches, is required. The roller must be operated in static mode at all times. Operation of the roller in vibratory and/or oscillatory mode is prohibited. Pneumatic Tire rollers are prohibited. Do not stop the roller on the freshly placed mix for more than 30 seconds.

Density Gauge. Provide a density gauge operator that possesses a current Density Gauge Inspector Certification from The Associated General Contractors, New York State, or its equivalent. The density gauge operator will monitor the in-place density to ensure that the pavement is being compacted to the Project Target Density (PTD). Perform a minimum of one density gauge reading for every 200 square feet of pavement surface placed.

Project Target Density. The PTD will be determined as 81% of the Mixture's Maximum Theoretical Density (MMTD) for the top course and 79% of the MMTD for the Binder course.

ITEM 420.50030304 – TOP COURSE POROUS ASPHALT PAVEMENT F3
ITEM 420.50090304 – TOP COURSE POROUS ASPHALT PAVEMENT F9
ITEM 420.70090304 – BINDER COURSE POROUS ASPHALT PAVEMENT F9

Acceptance of the finished product will be based on:

1. Acceptable in-place density gauge readings at each test location will be between 95% and 105% of the PTD. Acceptable in-place densities of the pavement as determined by the density gauge operator and the Engineer-in-Charge.
2. Porosity Test. Allow a minimum of 24 hours after completion of the Top Course, before testing. Perform a porosity test at 3 locations chosen by the Engineer-in-charge. . At each location, test the porosity for a minimum of 3 minutes. The test is accomplished by applying clean water at a measured rate of at least 5 gal/min over the surface of about one square foot area, using a hose or other distribution device. Water used for the test shall be clean, free from suspended solids and deleterious materials and will be provided at no additional cost. All applied water shall infiltrate the test panel directly, without puddle formation or surface runoff, and shall be observed by the Engineer-in-charge.

METHOD OF MEASUREMENT

The Provisions of §401-4 and §402-4 shall apply except as noted herein.

This work will be measured as the number of tons of compacted porous asphalt pavement satisfactorily furnished and installed in accordance with the plans, specifications, and orders of the Engineer.

Production meeting the specification requirements will be paid at the bid price. Production failing to meet the specification requirements will be subject to evaluation by the Engineer-in-Charge. If left in place, it will be paid for at 0.85 times the bid price.

BASIS OF PAYMENT

The Provisions of §401-5 and §402-5, Basis of Payment shall apply.

Payment will be made under:

ITEM NO.	ITEM	PAY UNIT
420.50030304	Top Course Porous Asphalt Pavement F3	Ton
420.50090304	Top Course Porous Asphalt Pavement F9	Ton
420.70090304	Binder Course Porous Asphalt Pavement F9	Ton

ITEM 603.99050002 - CONCRETE PLUGS FOR SEWER PIPE

DESCRIPTION:

Under this item, the Contractor shall construct plugs in storm, sanitary or combined sewers at locations shown on the Plans or where directed by the Engineer.

MATERIALS:

The plugs shall be constructed of either concrete poured in place, concrete blocks or common brick set in mortar beds.

Concrete for structures (appurtenant placements) shall conform to the requirements of Section 555, Concrete Block to Section 704-04, Common Brick to Section 704-01, and Mortar to Subsection 705-21 of the Standard Specifications.

CONSTRUCTION DETAILS:

All work shall be performed in a workmanlike manner by competent personnel. The minimum thickness of the plugs shall be the inside diameter of the pipe being plugged or 24 inches, whichever is less.

METHOD OF MEASUREMENT:

This work will be measured by the number of concrete plugs constructed in accordance with the Plans, specifications or as ordered by the Engineer.

BASIS OF PAYMENT:

The unit price bid shall include the cost of all labor, materials and equipment necessary to complete the work. Excavation and backfill shall be paid for under their respective items in accordance with the details shown on the Plans.

ITEM 608.21000003 - CAST IRON EMBEDDED DETECTABLE WARNING UNITS

DESCRIPTION

Section §608-1 of the Standard Specifications shall apply.

MATERIALS

Section §608-2.07 of the Standard Specification shall apply with the following modifications:

Embedded Detectable Warning Units 726-02

All embedded detectable warning units shall be cast iron. No other material will be accepted. Installation of detectable warning units shall be in accordance with manufacturer's recommendations. All detectable warning units shall have a natural finish color.

CONSTRUCTION DETAILS

Cast iron detectable warning units shall be installed in wet concrete as directed by the manufacturer. Follow all applicable manufacturer's requirements for environmental conditions, surface preparation, installation procedures, curing procedures, and materials compatibility.

METHOD OF MEASUREMENT

Section §608-4.07 of the Standard Specifications shall apply.

BASIS OF PAYMENT

The unit bid price per square yard shall include all labor, material, and equipment necessary to satisfactorily complete the work, including bedding material. No adjustment shall be made for concrete removed to accommodate embedded units.

Payment will be made under:

Item No.	Item	Pay Unit
608.21000003	Cast Iron Embedded Detectable Warning Units	Square Yard

ITEM 610.14000011 – STRUCTURAL SOIL MIX

DESCRIPTION

Under this item the Contractor shall furnish and place Structural Soil Mix in accordance with the contract documents and as directed by the Engineer.

MATERIALS

Structural Soil Mix shall be a mixture of crushed stone, clay loam, hydrogel and amendments meeting the requirements of “CU Structural Soil[®]” patented by Cornell University (Patent #5,849,069) also known as “CU Soil[™]” The material shall be obtained from a Producer sub-licensed by Amereq, the exclusive Licensee of Cornell University for CU-Structural Soil[®]. Proof of such sub-licensing shall be submitted to the Engineer along with a sample of the finished mix, prior to delivery to the site. A list of sub-licensed Producers can be obtained from:

Amereq Inc.
“CU Soil[™]” Division
19 Squadron Blvd. New City, New York 10956,
phone: (800) 832-8788 ext. 11
contact: bkalter@amereq.com

Water: Shall comply with Standard Specifications Section 712-01.

CONSTRUCTION DETAILS

Mixing and Quality Control Testing: All Structural Soil components, including any organic material, water, or other amendments necessary to meet the requirements of CU-Structural Soil[®] shall be mixed by a licensed Producer at that Producer’s yard prior to delivery. No mixing shall be done at the project site. Sufficient time must be allowed prior to delivery for the Producer’s internal quality control, independent laboratory testing, analysis and (if necessary) amendment of the mix.

Delivery, Storage and Handling: The Contractor shall arrange for delivery of the Structural Soil Mix to the site, either by the Producer, or the Contractor’s own forces. The Contractor shall ensure that the delivered Mix is received from the Producer at or near optimum compaction moisture content as determined by AASHTO T-99 (ASTM D698) and shall protect the Mix from drying out or from excess moisture until placed. The Mix shall also be protected from contamination by toxic materials, trash, debris, water containing cement, clay, silt or materials that will alter the particle size distribution.

Structural Soil Mix shall not be transported when rain is expected. If not placed the day of delivery, it shall be stored and protected from excess water absorption and/or potential erosion.

The Engineer shall obtain and furnish to the EIC, a ticket ensuring that the delivered Structural Soil Mix was obtained from and mixed by a licensed Producer. The delivered Structural Soil Mix should also be compared to the original sample to ensure consistency.

ITEM 610.14000011 – STRUCTURAL SOIL MIX

Placement: The Contractor shall notify the Engineer of any subsurface conditions which may affect the Contractor's ability to install the Structural Soil Mix. If subsurface drain lines are included, they shall be installed prior to placement of the mix.

The Mix shall not be worked when frozen, excessively wet, or under otherwise unsatisfactory conditions nor shall it be placed on frozen, wet or muddy sites. The Mix must not be excessively or incorrectly handled to the point of separation of the clay loam soil from the crushed stones.

Structural Soil Mix shall be placed in 6 inch lifts, each compacted to at least 95% Proctor Density. If compaction moisture content exceeds the optimum per AASHTO T 99 (ASTM D 698), delay compaction and protect Mix until sufficiently dry to compact.

METHOD OF MEASUREMENT

The quantity to be measured for payment will be in cubic yards to the nearest cubic yard of Structural Soil Mix installed.

BASIS OF PAYMENT

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

Payment will be made under:

<u>ITEM NO.</u>	<u>ITEM</u>	<u>PAY UNIT</u>
610.14000011	Structural Soil Mix	Cubic Yard

ITEM 627.50140008 - CUTTING PAVEMENT

DESCRIPTION:

The contractor shall cut existing asphalt pavement, concrete pavement, asphalt surface course, or asphalt concrete overlay on concrete pavement at the locations indicated and detailed on the plans and as directed by the Engineer.

MATERIALS:

None specified.

CONSTRUCTION DETAILS:

Existing pavement and overlay shall be cut perpendicular to the roadway surface along neat lines, and to the depth indicated on the plans and typical sections, using appropriate equipment. After the pavement has been cut through, the Contractor may use pry bars, pneumatic tools or other methods, to pry loose the pavement to be removed from the pavement that is to remain. A pavement breaker may be used to break up the pavement to be removed after the pavement has been completely cut through and completely free from the pavement to remain.

When pavement cutting is called for in the Contract documents, if a neat vertical face with minimal shatter is obtained by performing an adjacent operation (such as milling) which eliminates the need to perform a separate pavement cutting operation, payment will be made for both the pavement cutting item and the item for the adjacent operation.

Any existing pavements and curbs not indicated to be removed that are damaged by the contractor's operations, shall be repaired at no additional cost to the State. Pavement cutting that the contractor chooses to do for his/her own convenience shall not receive any additional payment from the State.

METHOD OF MEASUREMENT:

The quantity to be measured will be the number of linear feet of pavement cutting satisfactorily completed.

BASIS OF PAYMENT:

The unit price bid per linear foot of pavement cutting shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work.

Payment for prying, breaking, removal and disposal of cut pavement shall be made through other appropriate items.

ITEM 655.04000006 -FURNISH AND INSTALL GRATES IN EXISTING FRAMES

DESCRIPTION:

This work shall consist of removing existing drainage grates and furnishing and installing new drainage grates in existing frames as shown on the Plans, or as directed by the Engineer.

MATERIALS:

The requirements of §655-2.01, Frames and Grates (Castings) of the Standard Specifications shall apply with the following addition:

The new grates shall be safe for bicycle traffic as determined by the Engineer.

CONSTRUCTION DETAILS:

The existing grates shall be removed from the frames and replaced with the new grates. The existing grates shall become the property of the Contractor and removed from the project site.

METHOD OF MEASUREMENT:

The quantity to be measured under this item will be the number of grates furnished and installed in existing frames in accordance with the plans and as directed by the Engineer.

BASIS OF PAYMENT:

The unit price bid for each grate shall include the cost of furnishing all labor, materials and equipment necessary to satisfactorily complete the work.

ITEM 662.6000nn08 – FURNISHING ELECTRICAL SERVICE

DESCRIPTION

Under this item, the Contractor shall pay the Utility, as invoiced by the individual Utility, the amount shown on the invoice in payment for work performed and material installed by the Utility, as specified in the Contract Documents or as ordered by the Engineer to provide electrical service at the location indicated in the Contract documents.

MATERIALS

All materials will be furnished by the Utility.

CONSTRUCTION DETAILS

The Contractor shall notify the Utility when the contract site is ready for the Utility work, shall insure that the site is readily and safely accessible to the Utility's workers and equipment, and shall conduct his operations in such a manner as to allow the Utility's forces to perform their work efficiently.

All labor and equipment necessary to accomplish the work shall be furnished, installed and supervised by the Utility except that if there is a survey and stakeout item in the Contract, the Contractor shall perform any stakeout of the location to which electrical service is to be supplied before the Utility starts work.

METHOD OF MEASUREMENT

The pay item will be measured on a fixed price Dollar Cents pay unit basis.

BASIS OF PAYMENT

The pay item is a 'draw down' item. As payments are made to the Utility, the receipts for the payments shall be submitted to the Engineer. The Contractor will be reimbursed for receipted costs of material, labor and equipment plus 5%. The actual payment for the item will be based upon the billing submitted by the Utility for the work performed, with such billing being subject to approval by the Department.

The total cost shown in the itemized proposal for this pay item will be considered the price bid even though payment will be made only for actual invoices paid plus 5%. The unit price amount is not to be altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figure will be disregarded, and the original price will be used to determine the total amount bid for the contract.

Note – nn equals serialized by location

ITEM 663.13000010 - INSTALL FIRE HYDRANT

All provisions of Section 663 pertaining to fire hydrant shall apply, except that the Municipal authority, as specified in a special note, will furnish the fire hydrant. The Contractor shall pick up the fire hydrant at the location specified in the special note.

The cost of picking up the fire hydrant shall be included in price bid for this item.

ITEM 663.51000004 – FURNISH AND INSTALL NEW WATER VALVE BOX
ITEM 663.52000004 – REMOVE EXISTING WATER VALVE BOX
ITEM 663.53000004 – REPLACE EXISTING WATER VALVE BOX TOP SECTION

DESCRIPTION

Work consists of installation of water valve box as required in Contract Documents and as directed by Engineer.

The work shall be in conformance with the requirements of NYSDOT Standard Specifications Section 663 Water Supply Utilities.

MATERIALS

The provisions of the NYSDOT Standard Specifications Section 663, latest revision, and the contract documents shall apply.

CONSTRUCTION DETAILS

The provisions of the NYSDOT Standard Specifications Section 663, latest revision, and the contract documents shall apply with the following modifications:

GENERAL – Prior to adjusting or installing water valve box on water valve which is to remain in service, water valve shall be operated by the Bureau of Water to ensure that it is functioning properly. A water valve that does not function properly shall be replaced only as approved by the Engineer. Water valves are to be operated only by authorized representatives of the Bureau of Water.

INSTALLATION – An existing water valve box that is found damaged, not of sufficient length to be raised to the required finished grade, or determined by the Bureau of Water to be in need of replacement, shall be removed and replaced with a new water valve box assembly.

Water valve box shall be carefully set over the stem. Top section shall be adjustable for elevation, and the base centered over the operating nut. Water valve box shall be carefully set and braced to ensure that it remains in a vertical position centered on the stem during and after backfilling. Proper alignment and height of water valve box shall be maintained, until completion of the Project. Top of the water valve box shall be flush with the finished grade. Backfilling of the trench shall be done in a manner so as to avoid damage to the water valve and water valve box.

Upon completion of the work, the excavation shall be backfilled and the surface area restored.

REMOVAL OF EXISTING WATER VALVE BOX ASSEMBLY – Existing water valve box on abandoned water valve shall be removed to a minimum of 18 inches below the finished grade.

INSTALLATION OF NEW WATER VALVE BOX ASSEMBLY – Existing water valve box shall be removed and a new water valve box assembly installed. New water valve box shall be

ITEM 663.51000004 – FURNISH AND INSTALL NEW WATER VALVE BOX

ITEM 663.52000004 – REMOVE EXISTING WATER VALVE BOX

ITEM 663.53000004 – REPLACE EXISTING WATER VALVE BOX TOP SECTION

carefully set over the existing stem, the base centered over the operating nut and the top section adjusted for elevation.

REPLACEMENT OF WATER VALVE BOX TOP SECTION – A sufficient area shall be excavated to enable the upper section of the water valve box to be removed. No debris shall be allowed to fall into the existing water valve box. New top section shall be carefully set over the existing bottom section and adjusted to the proper elevation.

METHOD OF MEASUREMENT

The provisions of the NYSDOT Standard Specifications Section 663, and the contract documents shall apply with the following modifications:

The quantity to be measured for payment shall be the number of water valve boxes actually installed or removed.

BASIS OF PAYMENT

The provisions of the NYSDOT Standard Specifications Section 663, latest revision, and the contract documents shall apply with the following modifications:

GENERAL – The unit price bid for all items shall include the cost of: furnishing and installing new water valve box assemblies; having existing water valves checked; removal and disposal of existing water valve boxes; pavement saw cutting; and furnishing all labor, material and equipment necessary to complete the work.

REMOVE EXISTING WATER VALVE BOX – Separate payment for removal of water valve box shall not be made if the water valve box is replaced or if water valve box is located inside the pavement reconstruction or trench and culvert excavation area, or if removal of the water valve box is being done in conjunction with removal of an existing valve or removal of an existing hydrant. Cost of removal and disposal of those water valve boxes shall be included in those items bid.

REPLACEMENT OF WATER VALVE BOX TOP SECTION – The unit price bid shall also include the cost of: removal of existing water valve top sections and lids; furnishing and installing new water valve box top sections and lids.

EXCAVATION, BACKFILL AND SURFACE RESTORATION – Excavation, furnishing and placing of select granular backfill and surface restoration will be paid for under separate bid items.

ITEM 663.51000004 – FURNISH AND INSTALL NEW WATER VALVE BOX
ITEM 663.52000004 – REMOVE EXISTING WATER VALVE BOX
ITEM 663.53000004 – REPLACE EXISTING WATER VALVE BOX TOP SECTION

Payment will be made under:

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
663.51000004	Furnish and Install New Water Valve Box	Each
663.52000004	Remove Existing Water Valve Box	Each
663.53000004	Replace Existing Water Valve Box Top Section	Each

ITEM 670.011XYZ02 – LED HIGHWAY LUMINAIRE

DESCRIPTION

This work shall consist of furnishing and installing LED highway luminaires at locations shown in the contract documents.

All provisions of Section 670 shall apply to this specification except as modified below.

MATERIALS

The LED highway luminaire to be installed shall be:

1. Beacon
Viper Series and as stated in the contract documents

or
2. Sternberg
Aspire Series and as stated in the contract documents

or
3. Relume
LED Vue400 Series and as stated in the contract documents

or approved equal.

LED lamping supplied shall be as stated in the contract documents.

CONSTRUCTION DETAILS

The LED highway luminaires shall be installed at locations shown in the contract documents. The manufacturer's installation instructions shall be followed. All LED highway luminaires shall be installed in accordance with the National Electric Code, the local utility company regulations, local ordinances, and any other agency having jurisdiction. The Contractor shall be responsible for obtaining all electrical service orders from power companies, all electrical inspections, paying all fees for inspections and final connections, and for making the LED highway luminaires operational. The LED highway luminaires and all exposed components shall be prepared as specified in the contract documents.

METHOD OF MEASUREMENT

This work will be measured as the number of LED highway luminaires satisfactorily furnished and installed.

BASIS OF PAYMENT

The unit price bid for each LED highway luminaires shall include the cost of all labor, equipment, and materials necessary to complete the work. Payment for wire, photocell and lamping is included in the cost of this item.

ITEM 680.05010007 – 360 DEGREE CAMERA VIDEO DETECTION SYSTEM
ITEM 680.05020007 – 360 DEGREE CAMERA ASSEMBLY

DESCRIPTION

Under this item the Contractor shall install a complete system or camera assembly that detects vehicles on a roadway via processing of video images from a 360° view camera(s) and provides detector outputs to State standard traffic signal cabinet to interface with State qualified traffic signal controller for the application shown on the contract documents. Contractor shall also be responsible for the providing and installing auxiliary equipment to assure system functionality per the manufacturer's recommendations. The contract documents will state if any of the materials will be supplied by the state. Materials not supplied by the state shall be supplied by the contractor. If no materials list is provided in the contract documents, the Contractor shall furnish and install the complete system shown on the contract documents. The Contractor shall use products off the New York State DOT Approved Products List (APL).

MATERIALS

1.0 GENERAL

1.1 System Hardware

The 360 Degree Camera Video Detection System shall consist of one fixed 360° view video camera where shown on the contract documents, control unit, mounting hardware and all necessary cables.

The 360 Degree Camera Assembly shall consist of one fixed 360° view video camera, mounting hardware and all necessary cables (no control unit). This item may be used at locations where a second video camera is necessary in addition to the 360 Degree Camera Video Detection System or when a replacement camera is necessary.

1.2 System Software

The system shall include either client software for local and remote access of the detection system, or web server for local and remote access of the detection system. This access is for the configuration and monitoring of system parameters. The system shall also send alarm/health emails when enabled.

The system shall detect vehicles, bicycles, and pedestrians in multiple traffic lanes using only the video image. A minimum of 64 detection zones shall be user-definable through interactive graphics by placing lines and/or boxes in an image on a computer monitor. The user shall be able to redefine previously defined detection zones. The system shall calculate traffic parameters in real-time.

2.0 FUNCTIONAL CAPABILITIES

2.1 Real-Time Vehicle Detection

2.1.1 The system shall be capable of simultaneously processing information from the video cameras.

ITEM 680.05010007 – 360 DEGREE CAMERA VIDEO DETECTION SYSTEM
ITEM 680.05020007 – 360 DEGREE CAMERA ASSEMBLY

- 2.1.2 Detection zones shall be programmed via a graphical user interface on a desktop or laptop computer and pointing device. The interface shall facilitate placement of detection zones and setting of zone parameters or to view system parameters.
- 2.1.3 Different detector types shall be selectable. Detector types shall include stop-line, advance, presence, count, queue and directional presence.
- 2.1.4 Real-time detection status shall be viewable on a desktop or laptop computer.
- 2.1.5 Detection system parameters shall be kept in non-volatile memory.
- 2.1.6 The system shall have the capability of uploading and downloading set-up parameters remotely over the internet or locally over Ethernet.
- 2.1.7 The system shall provide dynamic zone reconfiguration without impacting zone detection.

3.0 DETECTION ZONES

- 3.1 The video detection system shall provide flexible detection zone placement anywhere and at any orientation within the combined field of view of the cameras. Zones shall be placed over other zones when necessary without impacting performance of overlapping zones.
- 3.2 Detection Zone Programming
 - 3.2.1 Placement of detection zones shall be by means of a pointing device and desktop computer or laptop. The video monitor shall show images of the detection zones superimposed on the video image of traffic.
 - 3.2.2 It shall be possible to use a pointing device and desktop computer or laptop to edit previously defined detector configurations to fine-tune the detection zone placement.
 - 3.2.3 It shall be possible to individually adjust sensitivity for each detection zone in the system.
 - 3.2.4 The detection zone shall change in color or intensity in real-time on the video monitor, thereby verifying proper operation of the detection system.
 - 3.2.5 Detection zone outputs shall be configurable to allow the selection of presence, pulse, extend, and delay outputs. Timing parameters of pulse, extend, and delay outputs shall be user definable between 0.1 to 25.0 seconds.
 - 3.2.6 All detection zones shall be capable to count the number of vehicles detected. The count value shall be internally stored for later retrieval remotely over the internet or locally over Ethernet. The zone shall also have the capability to calculate and store average speed and lane occupancy at bin intervals of 10 seconds, 20 seconds, 1 minute, 5 minutes, 15 minutes, 30 minutes and 60 minutes.

ITEM 680.05010007 – 360 DEGREE CAMERA VIDEO DETECTION SYSTEM

ITEM 680.05020007 – 360 DEGREE CAMERA ASSEMBLY

3.3 Detection Performance

Overall performance of the video detection system shall be comparable to inductive loops. Using standard camera optics and in the absence of occlusion, the system shall be able to detect vehicle presence with minimum 96% accuracy under normal conditions (day & night) and minimum 93% accuracy under adverse conditions (fog, rain, snow).

4.0 HARDWARE

4.1 Mounting

The 360 Degree Camera Video Detection System and 360 Degree Camera Assembly shall consist of all necessary mounting hardware, brackets, vertical support, etc., as supplied by the manufacturer, to be able to mount the camera on a vertical support pole or horizontal arm.

4.2 Environmental

The system shall be designed to operate reliably in the adverse environment such as the typical roadside traffic signal controller cabinet. Operating temperature shall be from -25 to 165° F at 0 to 95% relative humidity, non-condensing.

4.3 Electrical and Communication

4.3.1 Detection system configuration and data downloads shall be available remotely over the internet or locally over Ethernet connection on a desktop computer or laptop.

4.3.2 The system shall be equipped with a detector interface for at least 64 detector outputs. Output levels and protocols shall be compatible NEMA TS2 and NTCIP.

4.3.3 The detection camera to control unit shall be power over Ethernet (POE).

4.3.4 The system shall be capable of self-diagnostics and respond to faults by placing any faulty detection zones in a constant call mode. The system shall automatically revert to normal detection mode when a fault no longer exists on a channel.

4.3.5 The system shall be capable of automatically detecting low-visibility conditions such as fog and respond by placing all defined detection zones in a constant call mode. The system shall automatically revert to normal detection mode when the low-visibility condition no longer exists.

4.3.6 The detection system shall communicate with the traffic signal controller through the 2070 controller C12 SDLC connector as required for the application.

ITEM 680.05010007 – 360 DEGREE CAMERA VIDEO DETECTION SYSTEM
ITEM 680.05020007 – 360 DEGREE CAMERA ASSEMBLY

5.0 REMOTE CONNECTIVITY

- 5.1 The system shall allow video and data to be transmitted via the internet or an Ethernet connection to a central location where it can be displayed and/or stored.
- 5.2 The system shall include either client software or a web server for remote access of the detection system.
- 5.3 The interface unit shall support streaming video technology to allow the user to monitor video detection imagery.
- 5.4 Provisions shall be made to accommodate mating cable connectors to utilize jack screws for securing cables.
- 5.5 Hi-intensity status lights shall be provided on the control unit to facilitate system monitoring. Indicators shall be provided to show the status of the internal processor, video presence and indication of which video input is being monitored.
- 5.6 An Ethernet port shall be integrated within the control unit. The Ethernet port shall conform to 802.3 Ethernet specifications.
- 5.7 Control unit(s) maximum dimension shall be no more than 5” w x 11” h x 11” d.

6.0 CAMERA SYSTEM

- 6.1 The video camera shall consist of a 360° view for real-time vehicle detection. Each camera shall provide have a detection range of at least 180 feet. The camera shall have the dynamic range to function in low-visibility conditions such as snow, rain and fog.
- 6.2 The camera shall provide virtual pan, tilt, zoom (PTZ) to allow viewing of detection zones.
- 6.3 The camera and lens assembly shall be housed in an enclosure that is watertight and dust-proof. The camera shall be designed to avoid ice and condensation in cold weather. The camera shall be designed to prevent water droplets from interfering with normal operation. The camera shall be light-colored and shall include a sun shield to minimize solar heating and glare. The camera unit shall have the appropriate grounding to facilitate reliable operation.
- 6.4 The control unit shall be mounted inside a State standard traffic signal cabinet or State standard auxiliary cabinet. The control unit shall provide a terminal block for power connection, grounding, circuit protection, cable connection connectors, and a transient voltage suppressor to facilitate reliable operation.
- 6.5 The POE connection between the control unit and the camera shall function with minimal signal degradation up to 300 feet under normal operational conditions.

ITEM 680.05010007 – 360 DEGREE CAMERA VIDEO DETECTION SYSTEM

ITEM 680.05020007 – 360 DEGREE CAMERA ASSEMBLY

7.0 INSTALLATION

- 7.1 The manufacturer of the video detection system or their representative shall design camera system layout/placement and supervise the installation and testing of the video detection equipment. A factory certified representative from the supplier shall be on-site for a minimum of one day when a complete system is being installed.
- 7.2 The manufacturer shall provide either one complete set of maintenance manuals for the installed equipment or online copies shall be available on the manufacture's website. These manuals shall have complete setup, maintenance, and troubleshooting procedures presented in an organized format.

8.0 WARRANTY, MAINTENANCE AND SUPPORT

- 8.1 Materials supplied by the contractor for the video detection system shall be warranted by its supplier for a minimum of one (1) year.
- 8.2 During the warranty period, technical support by telephone or online shall be provided by the supplier during normal business hours.
- 8.3 During the warranty period, certified personnel from the supplier shall be on site within seventy-two (72) hours if required.
- 8.4 Ongoing software support by the supplier shall include updates of the detection system and supervisor software. These updates shall be provided free of charge during the warranty period and at a reasonable charge for the service life of the system.
- 8.5 The supplier shall maintain a program for technical support and software updates following expiration of the warranty period.

CONSTRUCTION DETAILS

The Contractor shall develop and deliver shop drawings which illustrate in detail mounting and camera(s) connection(s) and other equipment to the traffic signal equipment as shown on the contract documents.

METHOD OF MEASUREMENT

The 360 Degree Camera Video Detection System and 360 Degree Camera Assembly will be measured as the number of units satisfactorily installed in accordance with the contract documents.

BASIS OF PAYMENT

The requirement of Subsection 680-5.01 General, of the Standard Specifications shall apply with additional provisions as follows:

The unit price bid shall include the cost of all installation and materials (including but not limited to hardware, software, mounting bracket, coaxial cable, training, incidentals) as necessary to install the 360 Degree Camera Video Detection System and/or 360 Degree Camera Assembly as shown on the contract

ITEM 680.05010007 – 360 DEGREE CAMERA VIDEO DETECTION SYSTEM
ITEM 680.05020007 – 360 DEGREE CAMERA ASSEMBLY

documents in a State standard traffic signal cabinet, and technical support associated with providing the installation and the accepting of the 360 Degree Camera Video Detection System. The cost of all the wire runs from the cameras to the controller shall be included in the item(s). Payment is to be made as follows: 70% of the contract unit price upon installation; the remaining 30% is to be paid upon completing the final acceptance testing. The cost of poles, conduit excavation, conduit, and pull boxes will be paid for under their respective items.

Payment will be made under:

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>
680.05010007	360 Degree Camera Video Detection System	Each
680.05020007	360 Degree Camera Assembly	Each

ITEM 680.77XXXX05 - MODIFY TRAFFIC SIGNAL INSTALLATION
ITEM 680.79XXXX05 - REMOVE TRAFFIC SIGNAL INSTALLATION
ITEM 680.50XXXX05 - ALTER ELEVATION OF POLE FOUNDATION
ITEM 680.50500005 - REMOVE POLE FOUNDATION
ITEM 680.51XXXX05 - ALTER ELEVATION OF PULL BOXES
ITEM 680.90000005 - RESET POLE

DESCRIPTION:

This work shall consist of modifying, removing, storing and/or disposing, reinstalling, refurbishing or replacing of elements of a traffic signal system in accordance with the contract documents and/or directions of the Engineer.

Where not specifically covered in the contract documents the work shall be in accordance with the latest national, local and industrial standards or codes which are usually applied to such work and the requirements of the maintaining agency.

MATERIALS:

When an existing system is to be altered, modified or relocated, the existing material shall be reused in the revised system, removed, salvaged or disposed of as shown in the contract documents, as specified in the special provisions or as directed by the Engineer. When new materials must be provided under the modification work they shall conform to the requirements of Standard Specifications Section 680-2, Materials whenever applicable. Materials not specified in Section 680-2 shall match the existing system as nearly as possible and meet the requirements of the owning agency.

CONSTRUCTION DETAILS:

The applicable provisions of Standard Specifications Section 680-3, Construction Details shall be complied with, in addition to the following:

Removing and Salvaging

Care shall be exercised in removing signal and electrical equipment and any appurtenances attached to them so that elements to remain or be salvaged will not be damaged.

The Contractor will be required to replace or repair, to the satisfaction of the Engineer, any equipment damaged, destroyed or lost by the Contractor's operations or negligence as determined by the Engineer.

Existing equipment or material intended to be reused and found to be missing or unsatisfactory, through no fault of the Contractor, shall be properly replaced by the Contractor, using equipment or material supplied by the owning agency or under other items.

All equipment or materials specified for removal but not intended to be incorporated in the work shall be removed and disposed of as specified in the contract documents.

The owners of appurtenances attached to signal equipment (e.g. street lighting) must be given adequate notification to allow sufficient time for them to remove or maintain their work

Alter Elevation of Pole Foundation or Pull Boxes

When adjustments to existing pole foundations and pull boxes are specified, the poles or frames and covers shall be removed and the foundation (anchor bolts, conduits, ground wires, conductor cables, etc.) or walls

ITEM 680.77XXXX05 - MODIFY TRAFFIC SIGNAL INSTALLATION
ITEM 680.79XXXX05 - REMOVE TRAFFIC SIGNAL INSTALLATION
ITEM 680.50XXXX05 - ALTER ELEVATION OF POLE FOUNDATION
ITEM 680.50500005 - REMOVE POLE FOUNDATION
ITEM 680.51XXXX05 - ALTER ELEVATION OF PULL BOXES
ITEM 680.90000005 - RESET POLE

reconstructed as required in the contract documents.

Remove Pole Foundations

Support poles are to be removed in their entirety to permit reuse by the owner. Anchor base poles shall be removed from the foundation and the foundation shall be cut one foot below final grade surface or subgrade, whichever is lower, unless the foundation interferes with the construction and will have to be removed in order to complete the work. Embedded poles shall be removed in their entirety (including all foundation materials from around the pole) unless it is determined by the Engineer that such removal will cause damage to existing underground facilities. If the Engineer orders the Contractor in writing to leave an embedded pole foundation in place, the pole and foundation shall be cut one foot below finished grade or subgrade, whichever is lower.

Holes

All holes resulting from this work shall be backfilled with suitable material and if so specified the disturbed areas restored to match the adjacent surface as approved by the Engineer.

METHOD OF MEASUREMENT:

Each

The following items will be measured for payment as the number of each operation completed in accordance with the contract documents to the satisfaction of the Engineer.

680.50XXXX05 - Alter Elevation of Pole Foundation
680.51XXXX05 - Alter Elevation of Pull Boxes
680.90000005 - Reset Pole

Foot

The following item will be measured for payment as the number of feet of pole foundation removed measured (to the nearest one half foot) from the top of anchor bolts, for anchor base poles, and the top of concrete, for embedded poles, to the depth of removal.

680.50500005 - Remove Pole Foundation.

Each Location

The quantity for each location includes all the work described in the contract documents for each serialized pay item. The following items will be measured for payment as the number of locations completed in accordance with the contract documents to the satisfaction of the Engineer.

680.77XXXX05 - Modify Traffic Signal Installation
680.79XXXX05 - Remove Traffic Signal Installation

BASIS OF PAYMENT:

The requirements of Standard Specifications Section 680-5.01, General shall apply with the following

ITEM 680.77XXXX05 - MODIFY TRAFFIC SIGNAL INSTALLATION
ITEM 680.79XXXX05 - REMOVE TRAFFIC SIGNAL INSTALLATION
ITEM 680.50XXXX05 - ALTER ELEVATION OF POLE FOUNDATION
ITEM 680.50500005 - REMOVE POLE FOUNDATION
ITEM 680.51XXXX05 - ALTER ELEVATION OF PULL BOXES
ITEM 680.90000005 - RESET POLE

additional provisions:

Modify Traffic Signal Installation

The unit bid per location shall include all costs for grounding and the repairing or replacing of equipment damaged, destroyed or lost by the Contractor's operations or negligence. Installation of replacement equipment and materials supplied by the owning agency is also included unless provided for under other items.

Progress payments for each location will be made in the following manner:

Sixty-five percent of the bid price of each location modified will be paid after it is completed and ready for testing.

Twenty-five percent of the bid price will be paid after satisfactory completion of all tests required by these specifications, including the function test for ten days of continuous satisfactory operation of the traffic signal system at each location.

The remaining ten percent will be paid when all the traffic signals in the contract are functioning to the satisfaction of the Engineer.

Remove Traffic Signal Installation

The unit price bid for each location removed shall include the cost for removing, storing and/or disposing as indicated in the contract documents.

Progress payments for each location removed will be made in the following manner:

Sixty-five percent will be paid when the elements to be removed are taken down.

Twenty percent will be paid when the elements are disposed of off the job site or salvaged by the owning agency.

The remaining fifteen percent will be paid when the location is restored to the satisfaction of the Engineer.

Alter Elevation of Pull Boxes and Pole Foundations

The unit price bid for each alteration operation as specified in the contract documents shall include all costs for excavation, backfill, removing and/or cutting off concrete, reinforcing or anchor bolts, furnishing and installing concrete, bonding compounds, reinforcing bars, anchor bolt extensions and necessary drilling and grouting, removing, storing or resetting frames and grates and restoration of the site as specified. Removing and resetting poles made necessary by this work shall be paid for under their respective items.

Remove Pole Foundations

The unit price bid per foot of pole foundation removed shall include all costs for excavation and disposal, backfill, removing and/or cutting off reinforcing or anchor bolts and restoring the site if specified in the

ITEM 680.77XXXX05 - MODIFY TRAFFIC SIGNAL INSTALLATION
ITEM 680.79XXXX05 - REMOVE TRAFFIC SIGNAL INSTALLATION
ITEM 680.50XXXX05 - ALTER ELEVATION OF POLE FOUNDATION
ITEM 680.50500005 - REMOVE POLE FOUNDATION
ITEM 680.51XXXX05 - ALTER ELEVATION OF PULL BOXES
ITEM 680.90000005 - RESET POLE

contract documents.

Reset Pole

The unit price bid for each pole reset shall include the cost for refurbishing, handling, erecting (including signs, push buttons, street lighting and other appurtenances if attached), furnishing anchor bolts (installed under another item) if required, field galvanizing, drag wires, conductor cable connection, grounding and incidental connecting hardware as specified. Removing the pole will be paid for under the item for Remove Traffic Signal Installation.

Payment will be made under:

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>PAY UNIT</u>
680.77XXXX05	Modify Traffic Signal Installation	Each
	Location _____	Location
680.79XXXX05	Remove Traffic Signal Installation	Each
	Location _____	Location
680.50000105	Alter Elevation of Pole Foundations	
	Type 1	Each
680.50000205	Alter Elevation of Pole Foundations	
	Type 2	Each
680.50000305	Alter Elevation of Pole Foundations	
	Type 3	Each
680.50500005	Remove Pole Foundations	Foot
680.51000105	Alter Elevation of Pull Boxes	
	Type 1	Each
680.51000205	Alter Elevation of Pull Boxes	
	Type 2	Each
680.51000305	Alter Elevation of Pull Boxes	
	Type 3	Each
680.90000005	Reset Pole	Each

<u>ITEM 680.80370101 - CONTROLLER AND CABINET 2 PHASE FIXED TIME</u>
<u>(NEMA)</u>
<u>ITEM 680.80370201 - CONTROLLER AND CABINET 2 PHASE SEMI TRAFFIC</u>
<u>ACTUATED (NEMA)</u>
<u>ITEM 680.80370301 - CONTROLLER AND CABINET 2 PHASE FULL TRAFFIC</u>
<u>ACTUATED (NEMA)</u>
<u>ITEM 680.80370401 - CONTROLLER AND CABINET 3 PHASE FULL TRAFFIC</u>
<u>ACTUATED (NEMA)</u>
<u>ITEM 680.80370501 - CONTROLLER AND CABINET 4 THRU 8 PHASE FULL</u>
<u>TRAFFIC ACTUATED (NEMA)</u>

DESCRIPTION

Under these items the Contractor shall furnish and install traffic signal controllers, cabinets and peripheral equipment at the locations shown on the Plans and as ordered by the Engineer.

MATERIALS

A. Basic Requirements

1. The controller unit shall provide digital timing for two through eight vehicle phases with the options of pedestrian and volume density timing available for any or all phases. The controller unit shall be equipped with phase modules as specified in the sequence chart or intersection item sheet.
2. The controller unit shall be capable of operating in the following modes as required by the particular type of controller that is to be supplied:
 - a. Fixed time
 - b. Semi actuated
 - c. Vehicle actuated
 - d. Vehicle actuated, loop occupancy
 - e. Vehicle actuated, volume density
3. The controller unit shall be of modular design. Circuit boards shall be readily accessible for servicing.
4. The controller unit shall be used at isolated intersections as well as at intersections in an interconnected traffic signal system. The controller unit shall be designed for continuous unattended operation. All phase modules of varying complexity shall be interchangeable between two through eight phase controller unit frames. The inspection and testing of the controller, while in operation, shall be possible.
5. The controller assembly shall employ digital techniques and solid state electronics. No electromechanical devices, such as relays, contactors and cam shafts, shall be utilized.

- B. Qualifications. All equipment furnished under this specification shall be a product which has demonstrated its ability to meet the minimal requirements and is in compliance with the National Electrical Manufacturers Association (NEMA) Standards Publication No. TS 1-1989, and all subsequent revisions.

<u>ITEM 680.80370101</u>	<u>- CONTROLLER AND CABINET 2 PHASE FIXED TIME</u>	<u>(NEMA)</u>
<u>ITEM 680.80370201</u>	<u>- CONTROLLER AND CABINET 2 PHASE SEMI TRAFFIC</u>	<u>ACTUATED (NEMA)</u>
<u>ITEM 680.80370301</u>	<u>- CONTROLLER AND CABINET 2 PHASE FULL TRAFFIC</u>	<u>ACTUATED (NEMA)</u>
<u>ITEM 680.80370401</u>	<u>- CONTROLLER AND CABINET 3 PHASE FULL TRAFFIC</u>	<u>ACTUATED (NEMA)</u>
<u>ITEM 680.80370501</u>	<u>- CONTROLLER AND CABINET 4 THRU 8 PHASE FULL</u>	<u>TRAFFIC ACTUATED (NEMA)</u>

C. General Requirements

1. Each controller assembly supplied under this specification must be accompanied with one manual of operation and maintenance including the following:

- a. Operation and Maintenance Manual

- (1). General Description
 - (2). General Specifications
 - (3). General Characteristics
 - (4). Installation
 - (5). Adjustments
 - (6). Theory of Operation
 - (a). Functional Description (include block diagram)
 - (b). Detail Circuit Description
 - (7). Maintenance
 - (a). Preventative Maintenance
 - (b). Field Trouble Analysis
 - (c). Bench Trouble Analysis
 - (d). Trouble Shooting Analysis Chart
 - (e). Wave Forms
 - (f). Voltage Measurement
 - (g). Voltage Measurement Chart
 - (h). Alignment (interval and sequence sync.)
 - (8). Parts List (to include circuit and board designations, part types and class, power rating and component manufacturer)
 - (9). Electrical Interconnection Drawing
 - (10). Schematic
 - (11). Assembly drawings and a pictorial diagram showing physical locations and identification of each component.
 - b. The controller assembly, as itemized in the Proposal, shall operate as a complete assembly providing the specific operation.

ITEM 680.80370101 - CONTROLLER AND CABINET 2 PHASE FIXED TIME
(NEMA)

ITEM 680.80370201 - CONTROLLER AND CABINET 2 PHASE SEMI TRAFFIC
ACTUATED (NEMA)

ITEM 680.80370301 - CONTROLLER AND CABINET 2 PHASE FULL TRAFFIC
ACTUATED (NEMA)

ITEM 680.80370401 - CONTROLLER AND CABINET 3 PHASE FULL TRAFFIC
ACTUATED (NEMA)

ITEM 680.80370501 - CONTROLLER AND CABINET 4 THRU 8 PHASE FULL
TRAFFIC ACTUATED (NEMA)

c. Controller Unit.

- (1) The controller unit shall be capable of being shelf-mounted and shall also be capable of being mounted in an EIA – 19 inch rack (multiples of 1.75 inch mounting centers).
- (2). The height of the controller shall not exceed 25 inches; the depth of the unit, including connectors, harnesses, and protrusions shall not exceed 14.5 inches. On rack-mounted units, the mounting flanges of the control unit shall be so placed that no protrusion shall exceed 11 inches to the rear and 3.5 inches to the front.
- (3). Means shall be provided on the front panel to provide pedestrian timing, minimum green timing, maximum green timing, minimum recall, maximum recall, and pedestrian recall.
- (4). Functional or phase operating circuits and their associated components shall be grouped in plug-in printed circuit assemblies. Similar assemblies shall be interchangeable between controllers.
 - (a). Phases with no actuation shall be automatically ignored or skipped.
 - (b). All phase modules of varying complexity shall be interchangeable between different controller units of the same manufacturer as well as between phase module recesses in any one controller unit. This interchangeability shall be accomplished without the need for wiring changes. In addition, all modules produced by the same manufacturer shall be interchangeable between two through eight phase controller units.
- (5). The controller assembly shall be capable of operating with radar, magnetic, loop, magnetometer, microwave, pressure or sonic detectors.

d. Special Equipment.

- (1). The design of all special equipment shall incorporate only those pins which have a predesignated function as per the connector assignments in the NEMA Publication TS 1-1989 and all subsequent revisions.

D. Functional Requirements.

1. No concurrent phases shall be provided for in the three or four phase controller unit, unless otherwise specified.

<u>ITEM 680.80370101</u>	<u>- CONTROLLER AND CABINET 2 PHASE FIXED TIME</u> <u>(NEMA)</u>
<u>ITEM 680.80370201</u>	<u>- CONTROLLER AND CABINET 2 PHASE SEMI TRAFFIC</u> <u>ACTUATED (NEMA)</u>
<u>ITEM 680.80370301</u>	<u>- CONTROLLER AND CABINET 2 PHASE FULL TRAFFIC</u> <u>ACTUATED (NEMA)</u>
<u>ITEM 680.80370401</u>	<u>- CONTROLLER AND CABINET 3 PHASE FULL TRAFFIC</u> <u>ACTUATED (NEMA)</u>
<u>ITEM 680.80370501</u>	<u>- CONTROLLER AND CABINET 4 THRU 8 PHASE FULL</u> <u>TRAFFIC ACTUATED (NEMA)</u>

2. Phase Programming.

- a. The two through eight phase controller unit shall be capable of the following phase programming:
 - (1). Single Ring - Two through eight phase
 - (2). Dual Ring - Two 4 phase rings
 - (3). Dual Entry or Single Entry (Programmable)
- b. The phasing of the controller unit shall be as specified in the sequence chart or intersection item sheet.
- c. All overlaps shall be accomplished in the controller unit with no external overlap logic or equipment.

E. Operational Requirements.

1. Operation Characteristics.

- a. The three phase controller unit shall be capable of two or three phase operation. The four phase controller unit shall be capable of two through four phase operation. The five through eight phase controller unit shall be capable of two through eight phase operation, each of which shall have a concurrent pedestrian phase. It shall be possible to omit any phase if no demand exists for it, or if certain control functions are activated from an external source. It shall also be capable of performing the functions mentioned in the following paragraphs by insertion of proper modules or external commands.
- b. The controller unit shall provide the features per phase as specified in NEMA Publication TS 1-1989 and all subsequent revisions.
- c. The controller unit shall provide the features per ring as specified in NEMA Publication TS 1-1989 and all subsequent revisions.
- d. The controller unit shall provide the features per unit as specified in NEMA Publication TS 1-1989 and all subsequent revisions.
- e. The two through eight phase module designation shall be as shown on the sequence chart or intersection item sheet.

- ITEM 680.80370101 - CONTROLLER AND CABINET 2 PHASE FIXED TIME
(NEMA)
- ITEM 680.80370201 - CONTROLLER AND CABINET 2 PHASE SEMI TRAFFIC
ACTUATED (NEMA)
- ITEM 680.80370301 - CONTROLLER AND CABINET 2 PHASE FULL TRAFFIC
ACTUATED (NEMA)
- ITEM 680.80370401 - CONTROLLER AND CABINET 3 PHASE FULL TRAFFIC
ACTUATED (NEMA)
- ITEM 680.80370501 - CONTROLLER AND CABINET 4 THRU 8 PHASE FULL
TRAFFIC ACTUATED (NEMA)

- f. The controller unit shall have an output circuit to control the flashing of the pedestrian signal during the pedestrian Walk interval and the pedestrian clearance Don't Walk interval. This circuit shall be programmable.
 - g. Manual operation shall service all phases and intervals in sequence as programmed. The yellow and red intervals shall be timed independently of manual operation.
 - h. All circuits shall be fully operational in the controller unit and shall be so designed and filtered that they may operate by conventional external means, including but not limited to manually operated switches, pushbuttons, control relays or solid state logic without requiring external filtering.
2. Controller Expansion
- a. In a five phase controller, phase modules for phases 6, 7 and 8 shall not be supplied. The resulting controller shall function in accordance with these requirements as if the phase modules for these phases were present but had no calls.
 - b. In a six phase controller, phase modules for phases 7 and 8 shall not be supplied. The resulting controller shall function in accordance with these requirements as if the phase modules for these phases were present but had no calls.
 - c. It shall be possible to expand a five phase or six phase controller by adding one or more phase modules without the necessity of any rewiring or addition to the controller unit frame.
3. Coordination. It shall be possible to use the controller unit for coordinated operation, without modifying it internally, by the simple addition of accessory equipment to the controller cabinet.
4. Vehicular Memory. A two position switch shall be located on the front of the controller unit to provide the following functions:
- a. Detector Memory. With the switch in the locking position and the associated phase in extension, yellow or red interval, vehicle actuations are registered the instant they are placed and remembered without the vehicle remaining in the detection area.
 - b. Non-Locking Memory. With the switch in the non-locking position, vehicle calls will not be remembered, nor shall the right-of-way be transferred if the vehicle leaves the detection area prior to the beginning of the opposing phase yellow interval or prior to the termination of the extension intervals of the opposing phase. The phase having the right-of-way shall go to, or return to the rest condition.

- ITEM 680.80370101 - CONTROLLER AND CABINET 2 PHASE FIXED TIME (NEMA)
- ITEM 680.80370201 - CONTROLLER AND CABINET 2 PHASE SEMI TRAFFIC ACTUATED (NEMA)
- ITEM 680.80370301 - CONTROLLER AND CABINET 2 PHASE FULL TRAFFIC ACTUATED (NEMA)
- ITEM 680.80370401 - CONTROLLER AND CABINET 3 PHASE FULL TRAFFIC ACTUATED (NEMA)
- ITEM 680.80370501 - CONTROLLER AND CABINET 4 THRU 8 PHASE FULL TRAFFIC ACTUATED (NEMA)

5. Indicators. Indicators shall be as specified in NEMA Publication TS 1-1989 and all subsequent revisions.
6. Thumbwheel, Toggle Switch or Keyboard Entry.
 - a. A recall switch shall be provided on the front panel for each phase module supplied under this specification.
 - b. All timing intervals shall be established by means of either a positive setting on a calibrated thumbwheel or toggle switch or by keyboard entry. Where thumbwheels or toggle switches are used, they shall be linearly calibrated in seconds and give a clear visual indication of the length of each interval; linear calibration shall be within 5 percent of full scale. Where keyboard entry is used, the parameter and parameter length shall be clearly displayed on a suitable digital display which shall be capable of being read in bright sunlight. The parameter designations shall be clearly marked on the front panel of the unit.
 - c. It shall be possible to omit the All Red interval of any phase by turning off the appropriate switch or entering the appropriate value by keyboard.

F. Phase Modules.

1. Each module shall be equipped with the switches and indicating lights as specified in NEMA Publication TS1-1989 and all subsequent revisions, to control the various intervals in the phase and to permit normal or automatic recall to the phase and to permit visual observation of the operation and timing of the phase. All phase modules will be interchangeable between two through eight phase controllers. Removal or absence of a phase module shall cause the controller unit to skip the missing phase. Modules of varying complexity shall be interchangeable between controller unit frames without any wiring changes.

Each phase module shall have a minimum of one phase per module but not to exceed two phases per module.

2. Phase modules shall be furnished for each individual movement on accordance with the sequence chart or intersection item sheet.

G. Interface Standards.

1. Interface standards shall be as specified in NEMA Publication TS 1-1989 and all subsequent revisions.
2. All electrical connections into an out of the controller unit shall be through a

- ITEM 680.80370101 - CONTROLLER AND CABINET 2 PHASE FIXED TIME (NEMA)
- ITEM 680.80370201 - CONTROLLER AND CABINET 2 PHASE SEMI TRAFFIC ACTUATED (NEMA)
- ITEM 680.80370301 - CONTROLLER AND CABINET 2 PHASE FULL TRAFFIC ACTUATED (NEMA)
- ITEM 680.80370401 - CONTROLLER AND CABINET 3 PHASE FULL TRAFFIC ACTUATED (NEMA)
- ITEM 680.80370501 - CONTROLLER AND CABINET 4 THRU 8 PHASE FULL TRAFFIC ACTUATED (NEMA)

multiterminal connector, as specified in NEMA Publication TS 1-1989 and all subsequent revisions. The connector shall be protected and rigidly fixed to the front panel of the controller unit.

3. The mating female connector with mating inserts and appropriate cable clamp, shall be attached to one end of a connecting cable, which shall be at least 4 feet long. The other end of the cable shall have labeled sleeves, each of which shall be fitted with a crimp spade terminal. Wire size 16 AWG stranded shall be used in the connecting cable.
4. All connector wiring shall be as specified in NEMA Publication TS 1-1989 and subsequent revisions.

H. Electrical Requirements.

1. All electrical requirements shall be in compliance with NEMA Publication TS 1-1989 and all subsequent revisions.
2. Electrical tests shall be performed by the manufacturer on all units supplied. Certified copies of the results shall be furnished to the Regional Traffic Engineer. All tests shall be in conformance with NEMA Publication TS 1-1989 and all subsequent revisions.

I. Components. No components shall be of such design, fabrication, nomenclature or other identification as to preclude the purchase of said component from any wholesale electronics distributor or from the component manufacturer.

J. Mechanical Requirements.

1. Metal Case. All equipment shall be enclosed in a metal case protected against corrosion. The case shall be designed to provide convenient access to the entire interior assembly and permit the removal of printed circuit boards or modules without the use of special tools.
2. Controller Unit.
 - a. The controller unit switches input/output connectors and other components required for the operations and adjustment of the controller unit shall be mounted on the front panels. All component parts and terminals shall be readily accessible when the phase modules are removed from the metal case for adjustments, testing or services. Circuit board extender cards or cables may be employed to facilitate testing. The controller unit shall be designed for placement on a shelf or an EIA 19 inch rack.
 - b. The controller unit frame shall be completely equipped and wired for a full complement of modules so that no additional hardware or wiring is required whether or not the controller unit frame is used with the maximum possible number

<u>ITEM 680.80370101</u>	<u>- CONTROLLER AND CABINET 2 PHASE FIXED TIME</u> <u>(NEMA)</u>
<u>ITEM 680.80370201</u>	<u>- CONTROLLER AND CABINET 2 PHASE SEMI TRAFFIC</u> <u>ACTUATED (NEMA)</u>
<u>ITEM 680.80370301</u>	<u>- CONTROLLER AND CABINET 2 PHASE FULL TRAFFIC</u> <u>ACTUATED (NEMA)</u>
<u>ITEM 680.80370401</u>	<u>- CONTROLLER AND CABINET 3 PHASE FULL TRAFFIC</u> <u>ACTUATED (NEMA)</u>
<u>ITEM 680.80370501</u>	<u>- CONTROLLER AND CABINET 4 THRU 8 PHASE FULL</u> <u>TRAFFIC ACTUATED (NEMA)</u>

of phases.

- c. All modules of unlike function shall be mechanically keyed and electrically interlocked to prevent insertion into the wrong opening causing a controller malfunction. Each phase and the phase module opening shall be identified as to the phase controlled.

3. Phase Modules

- a. Each phase module with variable program controls and associated circuitry shall be assembled on a removable plug-in chassis. The phase module shall be positively fastened to the frame by means of a captive nut and bolt arrangement but no special tools shall be required to remove or replace individual modules.
 - b. Modules shall be removable from the front.
 - c. To facilitate interchangeability, a guide or track shall be provided for each phase module.
4. Size. The overall dimensions of the controller unit shall be as specified in NEMA Publication TS 1-1989 and all subsequent revisions.
 5. Marking. The front panels of the controller unit shall be engraved or silk screened with the manufacturer's model number, serial number, module position, phasing, fuses, indicator lamps, switches, controls, etc., so that the operation of the controller unit shall be readily apparent.

K. Maintenance.

1. Equipment shall be designed for field maintenance (isolation of malfunction to particular modules or assemblies) by non-engineering personnel working under difficult conditions.
2. Test points shall be provided for checking essential voltages and wave forms and for injecting signals. All test points shall be readily accessible when equipment is opened in the service position.
3. The equipment shall be designed so that it can be easily installed and maintained. Fault location, accessibility and serviceability features which will lead to simplified maintenance shall be a prime consideration.

L. Cabinet Details.

1. Purpose. The purpose of this specification is to describe the minimum acceptable design requirement for the fabrication, wiring and installation of aluminum, weather tight traffic

ITEM 680.80370101 - CONTROLLER AND CABINET 2 PHASE FIXED TIME (NEMA)
ITEM 680.80370201 - CONTROLLER AND CABINET 2 PHASE SEMI TRAFFIC ACTUATED (NEMA)
ITEM 680.80370301 - CONTROLLER AND CABINET 2 PHASE FULL TRAFFIC ACTUATED (NEMA)
ITEM 680.80370401 - CONTROLLER AND CABINET 3 PHASE FULL TRAFFIC ACTUATED (NEMA)
ITEM 680.80370501 - CONTROLLER AND CABINET 4 THRU 8 PHASE FULL TRAFFIC ACTUATED (NEMA)

signal controller cabinets.

2. Cabinets.

- a. All equipment shall be housed within a weather proof outdoor mounted cabinet. The cabinet shall be clean cut in design and appearance and have minimum outside dimensions (not including handle or hinges) for the various size cabinets as follows:

SIZE	DEPTH	WIDTH	HEIGHT	APPLICATION
A	14 inches	14 inches	22 inches	Detectors, Flashers, etc.
B	14 inches	20 inches	32 inches	2 or 3 Phase Controller Assembly
C	22 inches	3 ft	4.5 ft	3 or 4 Phase Controller Assembly
D	22 inches	3 ft	6 ft	2-8 Phase Controller Assembly
E*	17 inches	20 inches	3.9 ft	2-8 Phase Controller Assembly

* Type E cabinets shall be mechanically identical on the outside to Model 170 microcomputer cabinets.

- b. Material. Sizes A, B, C, D and E shall be fabricated from No. 14 gauge aluminum or approved equal. Grinding, sanding or other appropriate means shall be used to effect a smooth surface. All non-aluminum parts shall be made of stainless steel.
- c. Door. The main door of all cabinets shall include substantially the full area of the front of the cabinet. All doors shall be reinforced on the inside in such a manner as to prevent warping. Two hinge lugs shall be integrally cast in the right side of the door in such a way that together with the stainless steel hinge pins, they shall provide proper mounting and operation of the door. A gasket bead shall be installed on the inside of the door, which together with the neoprene air-cored cabinet gasket, shall form a weather tight seal between the housing and the cabinet door.

The main door shall be equipped with a cylinder lock keyed for a number two corbin key, with a dust cover. An adjustable stainless steel striker plate shall be attached to the inside of the housing to insure positive locking. Size D cabinet shall be furnished with a three point positive locking door.

- ITEM 680.80370101 - CONTROLLER AND CABINET 2 PHASE FIXED TIME (NEMA)**
- ITEM 680.80370201 - CONTROLLER AND CABINET 2 PHASE SEMI TRAFFIC ACTUATED (NEMA)**
- ITEM 680.80370301 - CONTROLLER AND CABINET 2 PHASE FULL TRAFFIC ACTUATED (NEMA)**
- ITEM 680.80370401 - CONTROLLER AND CABINET 3 PHASE FULL TRAFFIC ACTUATED (NEMA)**
- ITEM 680.80370501 - CONTROLLER AND CABINET 4 THRU 8 PHASE FULL TRAFFIC ACTUATED (NEMA)**

- d. Police Door. Size B, C, D and E shall be furnished with full doors and an auxiliary door equipped with a lock for a police key. Neoprene gasketing and stainless steel hinge pins shall be provided.
- e. Mounting Hardware. Size A, B and E shall be furnished with mounting plates and other necessary hardware as specified in the Plans or Proposal to mount the cabinet on a pole. Sizes C and D shall be equipped with a base, anchor bolts and other necessary hardware for mounting the cabinet on a concrete foundation.
- f. Ventilation. Size A shall be furnished with suitable top and bottom vents. The top of the cabinet shall provide a threaded opening for the installation of a tee vent. The vents shall be designed to prohibit the entry of rain and insects. The vent assembly for the purpose of shipment shall be installed on the inside of the cabinet with the locking attachment on the outside and then reversed upon installation.
- Sizes B, C, D and E cabinets shall be equipped with a thermostatically controlled ventilation fan. The vent shall be designed to prohibit entry of rain, insects and foreign objects. The fan shall have a minimum rating of 123.5 cubic foot per minute. The thermostat shall be adjustable from 70°F to 160°F.
- g. Exterior Finish. All cabinets shall be painted with two coats of high quality aluminum paint over a suitable primer coat.
- h. Keys. Two keys for each cabinet lock shall be furnished.
- i. Interior Equipment. All cabinets shall contain a mounting table, sliding ways or other suitable support for a controller. Each cabinet shall contain no less than the following equipment:

<u>EQUIPMENT</u>	<u>CABINET</u>
Main Switch and Circuit Breaker	A,B,C,D,E
Main Switch, On-Off	B,C,D,E
*Automatic-Flash Switch	B,C,D,E
*Automatic-Manual Switch	B,C,D,E
*Signal Shut-Down Switch	B,C,D,E
Radio Interference Filter and Suppressor	A,B,C,D,E
Thyrector for Protection of Solid State Equipment	A,B,C,D,E
Solid State Flasher Type 1-20 AMP Single Circuit	B,C,D,E
Flasher Relay	B,C,D,E
*Manual Control Switch	B,C,D,E
Coordination Switch On-Off	B,C,D,E
Signal Lamp Terminals	B,C,D,E
Interconnection Terminals	A,B,C,D,E
Detector Terminals	A,B,C,D,E

ITEM 680.80370101 - CONTROLLER AND CABINET 2 PHASE FIXED TIME
(NEMA)

ITEM 680.80370201 - CONTROLLER AND CABINET 2 PHASE SEMI TRAFFIC
ACTUATED (NEMA)

ITEM 680.80370301 - CONTROLLER AND CABINET 2 PHASE FULL TRAFFIC
ACTUATED (NEMA)

ITEM 680.80370401 - CONTROLLER AND CABINET 3 PHASE FULL TRAFFIC
ACTUATED (NEMA)

ITEM 680.80370501 - CONTROLLER AND CABINET 4 THRU 8 PHASE FULL
TRAFFIC ACTUATED (NEMA)

*These features shall be located on the Police Panel.

- (1). The circuit breaker shall be installed for operation in a vertical direction. An enclosure for this switch shall not be required.
- (2). All cabinets containing a flasher and other kinds of interrupting devices shall be equipped with a suitable radio interference suppressor installed at the circuit breaker [paragraph (1)]. The suppressor shall provide a minimum attenuation of 50 kilohertz to 75 megahertz. The suppressor shall be hermetically sealed in a substantial metal case, filled with a suitable insulation compound.

The suppressor terminals shall be nickel plated, 10-24 brass studs of sufficient external length to provide space for connection of two No. 8 AWG conductors and shall be so mounted that the terminals cannot be turned in the case. The suppressors shall be designed for operation on 30 amperes, 125 volts, 60 hertz, single phase operation and shall be approved by UL and EIA.

- (3). The gauge of all insulated wires between various parts and components of the cabinet shall be of adequate size. Where signal lamp currents are carried, the minimum wire size shall be No. 14 AWG.

All cabinet wiring where connected to terminal strips, flasher, relays, switches, radio interference suppressor, etc., shall be identified by the use of either insulated pre-printed sleeving slipped over the wire before attachment of the lug or making the connection or by the use of heat stenciled wire designations on the wire itself. Where numerical wire designations are used, an appropriate translating sheet shall be supplied with the controller.

All wires shall be cut to the proper length before assembly. No wires shall be doubled back to take up slack. Wires shall be neatly laced into cables with nylon lacing. Cables shall be secured with nylon cable clamps. The grounded side of the electric service shall be carried throughout the cabinet without a break.

The electrical connections between the controller unit and the terminal panel shall be made by MS type, female cable socket to enable the rapid exchange of the complete mechanism without disconnecting and reconnecting individual wires. All electrical connections in the cabinet, including relays, flashers, terminal strips, etc., shall have sufficient

<u>ITEM 680.80370101</u>	<u>- CONTROLLER AND CABINET 2 PHASE FIXED TIME</u> <u>(NEMA)</u>
<u>ITEM 680.80370201</u>	<u>- CONTROLLER AND CABINET 2 PHASE SEMI TRAFFIC</u> <u>ACTUATED (NEMA)</u>
<u>ITEM 680.80370301</u>	<u>- CONTROLLER AND CABINET 2 PHASE FULL TRAFFIC</u> <u>ACTUATED (NEMA)</u>
<u>ITEM 680.80370401</u>	<u>- CONTROLLER AND CABINET 3 PHASE FULL TRAFFIC</u> <u>ACTUATED (NEMA)</u>
<u>ITEM 680.80370501</u>	<u>- CONTROLLER AND CABINET 4 THRU 8 PHASE FULL</u> <u>TRAFFIC ACTUATED (NEMA)</u>

clearance between each terminal and cabinet to provide an adequate distance to prevent a leakage path or physical contact under stress. Where these distances cannot be maintained, barriers must be provided.

All equipment grounds shall run directly and independently to the ground buss. The lay of the interconnect cable between the components must be such that when the door is closed, it does not press against the cables or force the cables against the various components inside the cabinet. Terminal strips located within the cabinet shall be accessible to the extent that it shall not be necessary to remove the controller from the cabinet to make an inspection or connection. The right side of the cabinet shall have the detector terminals. The electric service connections shall be on the left side of the cabinet. The signal lamp circuit shall be located at the rear wall and interconnection wiring, where required, shall be to the right wall.

Terminal strips shall be of dual binder-head screw type. Signal lamp circuit terminals shall be marked for each controller phase with a subscript denoting the particular phase, in consecutive order as follows:

R1, A1, G1, DW1, W1, R2, A2, G2, etc.

Terminals shall also be provided for all other circuits for the controller specified, including but not limited to detector circuits, yield circuits, coordination circuits, etc.

A ground strip having a minimum of nine connections shall be provided and grounded to the cabinet. The grounding strip shall be fastened directly to the left cabinet wall.

- (4). Size B, C, D and E cabinets shall be furnished with a manual control grip switch and cord installed in the police door. The cord to be approximately a 6 foot length of coiled wire which retracts itself into a 1 foot length.
- (5). Size A, B and E Cabinet shall be provided with an area within the lower center portion of the left, rear and right walls for accessories and cable entrances. A 2 NPS or 3 NPS threaded aluminum conduit shall be installed in the field as a raceway for the signal light conductors.
- (6). A coordination switch shall be installed in the cabinet and wired into the coordination circuit. When in the OFF position, the coordination unit shall be disconnected and the controller shall operate freely without supervision by a yield circuit or background cycle.

- ITEM 680.80370101 - CONTROLLER AND CABINET 2 PHASE FIXED TIME
(NEMA)
- ITEM 680.80370201 - CONTROLLER AND CABINET 2 PHASE SEMI TRAFFIC
ACTUATED (NEMA)
- ITEM 680.80370301 - CONTROLLER AND CABINET 2 PHASE FULL TRAFFIC
ACTUATED (NEMA)
- ITEM 680.80370401 - CONTROLLER AND CABINET 3 PHASE FULL TRAFFIC
ACTUATED (NEMA)
- ITEM 680.80370501 - CONTROLLER AND CABINET 4 THRU 8 PHASE FULL
TRAFFIC ACTUATED (NEMA)

- (7). The automatic flash switch shall extinguish all signal indications except the yellow on the major street and the red on the minor street or streets, which shall flash. The power supply to the controller is not to be affected and the controller will continue to function in a normal manner.

It shall be possible to disconnect the controller without interfering with the flash operation. One contact on the flash switch shall extinguish the AC plus voltage used to feed power to the pedestrian signals.

- (8). Two copies of the cabinet wiring diagram shall be supplied with each cabinet.

M. Details for Solid-State Load Switches.

1. Requirements.

- a. This specification defines the minimum detailed requirements applicable to solid-state load switches, including switching and monitoring of signal lights. The intent of this specification is to set forth the minimum acceptable electrical and mechanical design and operating requirements within which all equipment must operate satisfactorily and reliably and to detail the means by which equipment as a whole shall be tested to determine whether it shall so operate.
- b. The solid-state load switches shall be triple-signal load switches as specified in NEMA Publication TS 1-1989 and all subsequent revisions.
- c. The solid-state load switches shall be mounted external to the controller unit and shall be jack mounted in compliance with NEMA Publication TS 1-1989 and all subsequent revisions.
- d. Each solid-state load switch shall be furnished with three built in indicator lights for phase identification.
- e. No mechanical means shall be employed to mount the solid-state load switches, which shall prohibit the interchangeability between the manufacturers.

N. Details for Signal Conflict Monitor.

1. Requirements.

- a. Solid-state load switch assemblies shall be provided with means to prevent the illumination of conflicting green indications.

<u>ITEM 680.80370101</u>	<u>- CONTROLLER AND CABINET 2 PHASE FIXED TIME</u> <u>(NEMA)</u>
<u>ITEM 680.80370201</u>	<u>- CONTROLLER AND CABINET 2 PHASE SEMI TRAFFIC</u> <u>ACTUATED (NEMA)</u>
<u>ITEM 680.80370301</u>	<u>- CONTROLLER AND CABINET 2 PHASE FULL TRAFFIC</u> <u>ACTUATED (NEMA)</u>
<u>ITEM 680.80370401</u>	<u>- CONTROLLER AND CABINET 3 PHASE FULL TRAFFIC</u> <u>ACTUATED (NEMA)</u>
<u>ITEM 680.80370501</u>	<u>- CONTROLLER AND CABINET 4 THRU 8 PHASE FULL</u> <u>TRAFFIC ACTUATED (NEMA)</u>

- b. A signal conflict monitor unit shall be supplied for all solid-state load switches.
- c. This unit, when connected to the field terminals of the signal lights circuits, shall be capable of detecting simultaneously conflicting vehicle and/or pedestrian traffic signal lights. The monitor shall include both the positive and negative side of the AC sine wave supplied to the traffic signal light indicators.
- d. The conflict monitor upon sensing conflicting signals or unsatisfactory operation voltages shall cause the transfer of the signal to a flashing indication. The controller assembly shall be wired in such a manner as to provide flash transfer if the unit is removed from service.
- e. And in the event that such conflicting indications develops, the controller shall freeze in the condition that existed at the moment of conflict and shall remain frozen until reset by maintenance personnel. This shall be accomplished by having the monitor send to the controller a stop timing command.
- f. This unit when connected to the field terminals of the signal light circuit shall provide protection against conflicting signals resulting from controller failure, relay or solid-state load switch failure, short circuited field wiring etc.
- g. There shall be mounted on the front panel, a visual indicator to provide an indication when the equipment has operated to protect against a conflicting signal condition.
- h. The equipment shall also provide a front panel mounted reset pushbutton for restoration of normal operation. Provision shall also be provided for reset from a remote location through a ground command level.
- i. The signal conflict monitor shall meet all the requirements of NEMA Publication TS 1-1976 and all subsequent revisions.

O. Details for Solid-State Flasher and Flash Relay.

1. Requirements.

- a. A solid-state flasher, type 1-20 ampere-signal circuit, as described in NEMA Publication TS 1-1989 and all subsequent revisions, shall be furnished with the cabinet, size B, C and D, and shall produce between 50 and 60 flashes per minute with an on period of 50 +/- 5 percent. The flasher shall mate with a Cinch-Jones socket type S-406-SB or equivalent (as required by Part 8, Section TS1-8.2.2).
- b. The flashing output shall consist of one output rated at 20 amperes. The combined load connected to circuits 1 and 2 shall not exceed 20 amperes.

ITEM 680.80370101 - CONTROLLER AND CABINET 2 PHASE FIXED TIME
(NEMA)
ITEM 680.80370201 - CONTROLLER AND CABINET 2 PHASE SEMI TRAFFIC
ACTUATED (NEMA)
ITEM 680.80370301 - CONTROLLER AND CABINET 2 PHASE FULL TRAFFIC
ACTUATED (NEMA)
ITEM 680.80370401 - CONTROLLER AND CABINET 3 PHASE FULL TRAFFIC
ACTUATED (NEMA)
ITEM 680.80370501 - CONTROLLER AND CABINET 4 THRU 8 PHASE FULL
TRAFFIC ACTUATED (NEMA)

- c. The flasher relay shall energize the solid-state flasher and transfer the signal light circuits from the controller unit to the flasher. The flasher relay shall have a plug-in mounting.

CONSTRUCTION DETAILS

Subsections 680-3.01, Equipment List and Drawings, 680-3.06, Work Sites, 680-3.07, Schedule of Work, 680-3.12, Grounding and 680-3.32, Tests, shall apply.

METHOD OF MEASUREMENT

Subsection 680-4.01, Each Unit, shall apply.

BASIS OF PAYMENT

Section 680-5 shall apply.

ITEM 680.81230008 - TRAFFIC SIGNAL BRACKET ASSEMBLY-1 WAY MAST ARM MOUNT (CABLE TYPE)

ITEM 680.81240008 - TRAFFIC SIGNAL BRACKET ASSEMBLY-2 WAY MAST ARM MOUNT (CABLE TYPE)

DESCRIPTION:

This work shall consist of furnishing and installing a 1 way or 2 way traffic signal bracket assembly on traffic signal pole mast arms. The traffic signal bracket assembly shall include a three way adjustment system: up/down, side to side aiming, and tilt aiming.

MATERIALS:

All materials used in this work shall meet the requirements of Section 680-2 of the Standard Specifications. The Contractor shall also submit catalog cuts to the Engineer for approval.

CONSTRUCTION DETAILS:

The appropriate provisions of Section 680-3 of the Standard Specifications shall apply.

METHOD OF MEASUREMENT:

The provisions of Section 680-4.01 of the Standard Specifications shall apply.

BASIS OF PAYMENT:

The provisions of Section 680-5.16 of the Standard Specifications shall apply.

**ITEM 680.81990003 - TRAFFIC SIGNAL BACK PLATES WITH YELLOW
REFLECTIVE TAPE**

DESCRIPTION

This work shall consist of furnishing and installing TRAFFIC SIGNAL BACKPLATES WITH YELLOW REFLECTIVE TAPE in accordance with the contract documents and as directed by the Engineer.

MATERIALS

Back plates shall be constructed of a flat sheet of polycarbonate or ABS plastic, and shall have either a flat black finish or signal green finish. Reflective Tape shall meet the specifications for Section 730-05, Reflective Sheeting, ASTM Type I or Type III.

CONSTRUCTION DETAILS

Back plates shall be compatible with the signal heads to be installed, or with the existing heads to be retrofitted. The back plates shall have appropriate mounting brackets and when mounted shall not obstruct the signal head door openings. The back plates shall be a 5 or 8 inch border, as specified in the contract documents, around the entire signal head, and shall be either louvered or non-louvered, as specified in the contract documents. The yellow reflective tape shall border the back plate and have a minimum width of 1 inch and a maximum width of 3 inches, as specified in the contract documents.

METHOD OF MEASUREMENT

This work will be measured as the number of TRAFFIC SIGNAL BACKPLATES WITH YELLOW REFLECTIVE TAPE satisfactorily furnished and installed.

BASIS OF PAYMENT

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

**ITEM 680.82501009 - PREEMPT SYSTEM OPTICAL DETECTOR -DUAL CHANNEL,
ONE DIRECTION (MAST ARM)**

DESCRIPTION

This work shall consist of furnishing and installing a new emergency preemption system detector, in accordance with the contract documents, standard sheets, manufacturer's instructions and as directed by the Engineer.

MATERIALS

The specific component used shall be for an Optical Priority Control Preemption System – Single Channel, One Direction Detector. The required detector will be a lightweight, weatherproof device capable of sensing and transforming optical pulses emitted by properly equipped emergency vehicles into electrical signals for use by the phase selection equipment. The detector will be a current model manufactured by 3M Traffic Control, or an equivalent compatible to existing systems.

CONSTRUCTION DETAILS

The contractor shall install the equipment in accordance with the contract documents, standard sheets, manufacturer's instructions and the Engineer's requirements for a direct, unobstructed line-of-sight to vehicle approaches.

At the completion of installation of the Optical Priority Control Preemption System, the contractor shall perform the functional and continuity tests as per subsection 680-3.32-Tests. The test shall be performed in the presence of the engineer and the fire department representative. The fire department representative shall give written certification that the Optical Priority Control Preemption System functions correctly. Upon such certification the system is considered accepted.

METHOD OF MEASUREMENT

The measurement for payment is the number of each unit furnished, installed and accepted in accordance with the contract documents or as directed by the engineer.

BASIS OF PAYMENT

The requirements of subsection 680-5.01 (GENERAL) shall apply with the following additional provisions: the unit price bid for each unit shall include the mounting hardware, any drilling of the signal pole or mast arms, attachments, and all fittings required to complete the work.

**ITEM 680.82504009 - PREEMPT SYSTEM OPTICAL DETECTOR -DUAL
CHANNEL, TWO DIRECTION (SPAN WIRE)**

**ITEM 680.82505009 - PREEMPT SYSTEM OPTICAL DETECTOR -DUAL
CHANNEL, TWO DIRECTION (MAST ARM)**

DESCRIPTION

This work shall consist of furnishing and installing a new emergency preemption system detector, in accordance with the contract documents, standard sheets, manufacturer's instructions and as directed by the Engineer.

MATERIALS

The specific component used shall be for an Optical Priority Control Preemption System - Dual Channel, Two Direction Detector. The required detector will be a lightweight, weatherproof device capable of sensing and transforming optical pulses emitted by properly equipped emergency vehicles into electrical signals for use by the phase selection equipment. The detector will be a current model manufactured by 3M Traffic Control, or an equivalent compatible to existing systems.

CONSTRUCTION DETAILS

The contractor shall install the equipment in accordance with the contract documents, standard sheets, manufacturer's instructions and the Engineer's requirements for a direct, unobstructed line-of-sight to vehicle approaches.

At the completion of installation of the Optical Priority Control Preemption System, the contractor shall perform the functional and continuity tests as per subsection 680-3.32-Tests. The test shall be performed in the presence of the engineer and the fire department representative. The fire department representative shall give written certification that the Optical Priority Control Preemption System functions correctly. Upon such certification the system is considered accepted.

METHOD OF MEASUREMENT

The measurement for payment is the number of each unit furnished, installed and accepted in accordance with the contract documents or as directed by the engineer.

BASIS OF PAYMENT

The requirements of subsection 680-5.01 (GENERAL) shall apply with the following additional provisions: the unit price bid for each unit shall include the mounting hardware, any drilling of the signal pole or mast arms, attachments, and all fittings required to complete the work

ITEM 680.82514009 - Preempt System -Type 1 Phase Selector – 4 Channels
ITEM 680.82515009 - Preempt System -Type 2 Phase Selector – 4 Channels
ITEM 680.82516009 - Preempt System -Type 3 Phase Selector – 4 Channels

DESCRIPTION

This work shall consist of furnishing, installing a new emergency preempt system phase selector, and programming or updating the intersection configuration data in the controller in accordance with the contract documents, standard sheets, manufacturer's instructions and as directed by the Engineer. The Contractor shall provide an adequate training session to each Municipality representative on the proper procedure for programming the controller.

MATERIALS

The specific component used shall be for an Optical Priority Control Preemption System. The phase selector will accommodate data-encoded signals and is intended for use directly with the controller along with the system card rack and suitable system interface equipment and controller software. The phase selector will be a plug-in, four channel, multiple-priority device intended to be installed directly into a card rack. The preempt system shall be a current model manufactured by:

Global Traffic Technologies (GTT)
7800 Third Street North
St. Paul, MN 55128

or an equivalent compatible to existing systems.

CONSTRUCTION DETAILS

The contractor shall install the equipment in accordance with the contract documents, standard sheets, and manufacturer's instructions. In addition to the following:

Type 1 Installation - Programming or reprogramming of the controller.

Type 2 Installation - Update the "PROM" chip for existing controller.

Type 3 Installation - Installation of the Phase Selector, with no programming of the controller.

Programming the phase selector and retrieving the data stored in it will be accomplished using the Notebook Computer and system interface software specified under the Diagnostic Package for Preempt Systems.

At the completion of installation of the Optical Priority Control Preemption System, the contractor shall perform all tests, as per subsection 680-3.32 Tests, in the presence of the engineer and the fire department representative. The fire department representative shall give written certification that the Optical Priority Control Preemption System functions correctly. Upon such certification the system is considered accepted.

METHOD OF MEASUREMENT

The measurement for payment is the number of each unit furnished and installed in accordance with the contract documents or as directed by the engineer and training on proper procedure for programming and retrieving data from the system.

BASIS OF PAYMENT

The requirements of subsection 680-5.01 (GENERAL) shall apply.

ITEM 680.82540009 - PREEMPT SYSTEM - DETECTOR CABLE, SHIELDED,
3 CONDUCTOR WITH STRANDED GROUND, AWG #20

DESCRIPTION

This work shall consist of furnishing and installing a detector cable for an emergency preemption system, in accordance with the contract documents, standard sheets, manufacturer's instructions and as directed by the Engineer.

MATERIALS

The specific component used shall be for an Optical Priority Control Preemption System. The cable shall conform to the requirements of the National Electrical Code and be Underwriter's Laboratory approved. The cable shall be rated for 600 volt service minimum and the conductors shall be stranded, individually tinned copper and color coded in accordance with manufacturer's wiring connections.

CONSTRUCTION DETAILS

The cable shall be installed to deliver sufficient power from the phase selector to the detector and will deliver the necessary quality signal from the detector to the phase selector over a non-spliced distance of 1000 feet in length.

All terminal connections shall be made with approved solderless lugs of the proper size using a crimping tool that is self-releasing when proper compression has been applied. Only connectors that provide continuity and physical contact around the circumference of the connector and conductor shall be used.

During installation of the cable, the contractor shall take care not to damage conductors, insulation or outer covering. The length of cable installed shall not cause excessive stress on the conductors or any part of the cable.

An insert lubricant approved by the engineer shall be used in placing cable in conduit. Cable shall be pulled into conduit by hand and the use of winches or other power actuated pulling equipment will not be permitted.

At least 3 feet but not more than 5 feet of slack shall be left for each cable at each pullbox or junction box. Cable in pullboxes or junction boxes shall not cross over any other cables already in place nor block any conduit. All cable shall be identified as to function in each pullbox, junction box or cabinet by the use of aluminum or brass cable markers. A wire numbering system is to be used for identification; the key to the system shall be placed along with the wiring diagram in the controller cabinet.

ITEM 680.82540009 - PREEMPT SYSTEM - DETECTOR CABLE, SHIELDED,
3 CONDUCTOR WITH STRANDED GROUND, AWG #20

Splices in the cable shall not be allowed between the equipment terminals. Where cable is installed on a span wire, it shall be supported at intervals not greater than 15 inches, by 3-inch copper clad cable rings. Place any existing signal cables in these ring hangers, and remove any cable straps from the span wire.

The contractor shall install the equipment in accordance with the contract documents, standard sheets, and manufacturer's instructions. The contractor shall assist in the performance of all tests, necessary to confirm acceptable operation, in the presence of the engineer and the fire department representative.

METHOD OF MEASUREMENT

The measurement for payment is the number of linear feet actually installed in accordance with the contract documents or as directed by the engineer.

BASIS OF PAYMENT

The unit price bid shall include the connectors, 3-inch copper clad cable rings, any drilling of the signal pole or mast arms, removing old cable straps, testing, cable markers, and incidental fittings to install the cable connections.

ITEM 680.90920001 - ELECTRIC METER SOCKET, 100 AMPERE, SINGLE PHASE, 120 VOLT FOR TRAFFIC SIGNAL INSTALLATIONS

DESCRIPTION

The Contractor shall furnish and install electric meter sockets for traffic signal installations where shown on the plans or where directed by the Engineer.

MATERIALS

All materials shall be approved by the local utility company.

The electric meter socket shall be a 100 ampere, 2- wire, 120 volt, 4-terminal ringless style, lay-in type with line and load connectors rated for a maximum #2 AWG wire size with option for lever operated bypass switch. The meter socket shall be wired as shown in Figure No. 1.

The socket shall be equipped with a bracket for vertical mounting on a curved pole surface. The bracket shall be made of 1/16 inch aluminum with a reinforced mounting bar and having equipment mounting slots 1/4" x 5/8" on 4 inch centers.

CONSTRUCTION DETAILS

The electric meter socket shall be attached to the signal pole with four 1/4" stainless steel bolts drilled and tapped into the signal pole. The meter socket and mounting bracket shall be installed such that they are located away from the vehicular traffic flow, and at a height of approximately 5 feet above the surrounding ground.

Grounding shall be accomplished by running a continuous #4 AWG bare stranded copper wire as follows: the ground wire shall be run from the ground terminal of the meter socket to the ground bus of the raintight disconnect box, then to the ground bus of the signal cabinet, and then to a 5/8" x 10' ground rod. The ground rod shall be installed in a pullbox or ground well located a minimum of 3 feet from the center of the pole.

Typical overhead and underground electric service details are attached.

METHOD OF MEASUREMENT

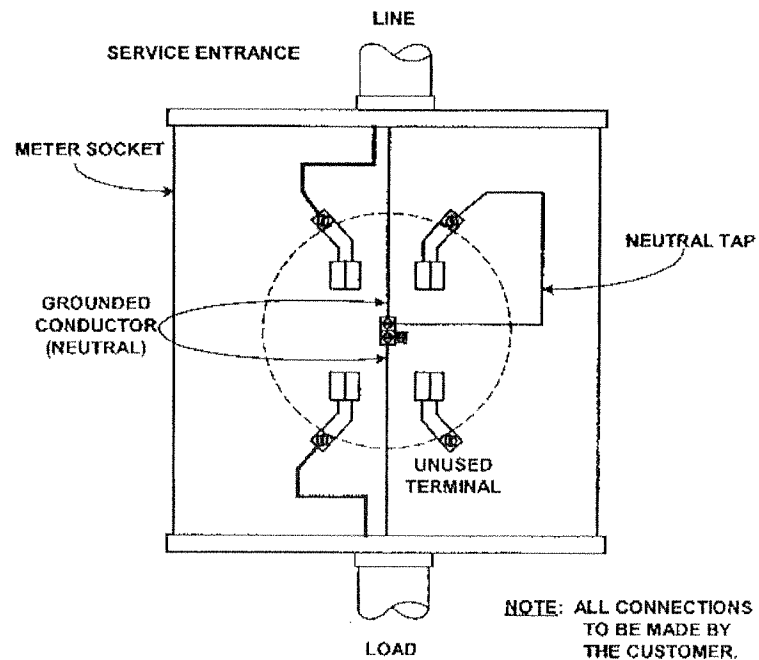
This work will be measured as the number of meter sockets installed.

BASIS OF PAYMENT

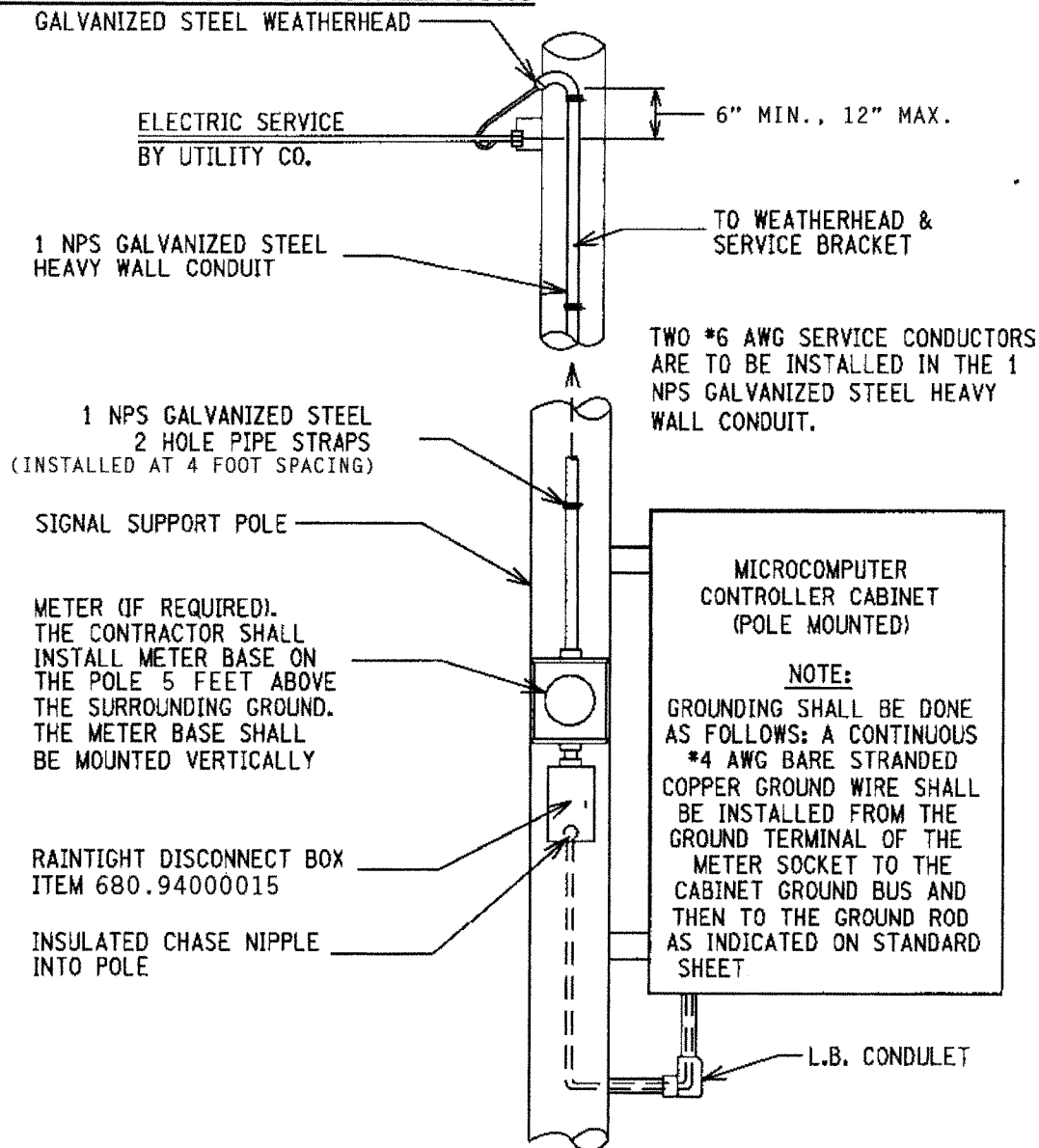
The unit price bid for this item shall include the cost of furnishing all labor, material and equipment necessary to complete the work. The 1 NPS diameter galvanized steel conduit with galvanized 2 hole pipe straps and galvanized weatherhead, and the raintight disconnect box (to be attached to the meter socket and the signal pole in order to install the service cable) shall be paid for under their respective items.

ITEM 680.90920001 - ELECTRIC METER SOCKET, 100 AMPERE, SINGLE PHASE, 120 VOLT FOR TRAFFIC SIGNAL INSTALLATIONS

Figure No. 1: Typical One Meter Socket Installation Single-phase, 100 Ampere rated, 2 wire, 120 volts only, 4 terminal 3kVA Maximum Demand



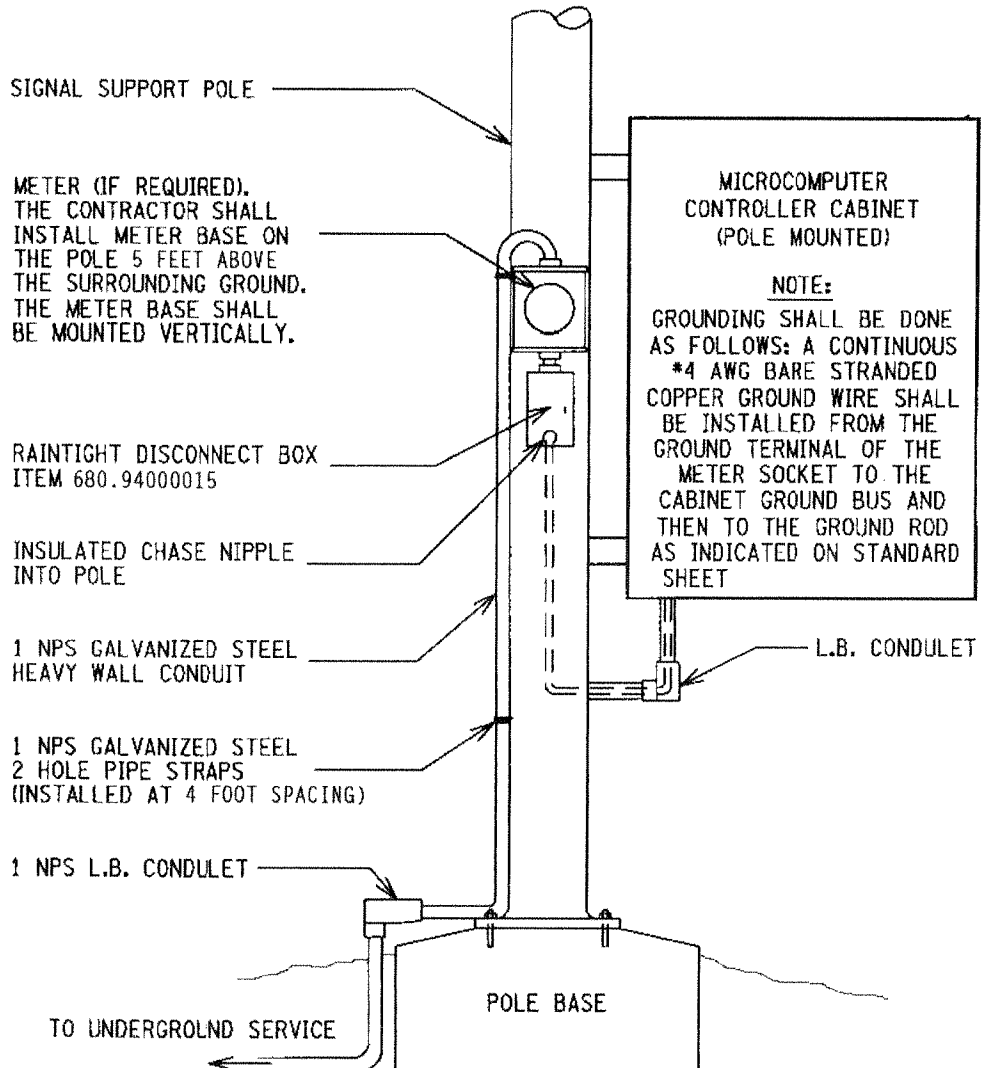
ITEM 680.90920001 - ELECTRIC METER SOCKET, 100 AMPERE, SINGLE PHASE, 120 VOLT FOR TRAFFIC SIGNAL INSTALLATIONS



**OVERHEAD ELECTRIC SERVICE DETAIL
(POLE MOUNTED CABINET)**

ITEM 680.90920001 - ELECTRIC METER SOCKET, 100 AMPERE, SINGLE PHASE, 120 VOLT FOR TRAFFIC SIGNAL INSTALLATIONS

TWO #6 AWG SERVICE CONDUCTORS
ARE TO BE INSTALLED IN THE 1
NPS GALVANIZED STEEL HEAVY
WALL CONDUIT.



UNDERGROUND ELECTRIC SERVICE DETAIL
(POLE MOUNTED CABINET)
(NOT TO SCALE)

ITEM 691.04000020 – TRAINING REQUIREMENTS

DESCRIPTION

This work shall consist of the meaningful and effective training of apprentices/trainees leading to their qualification as an entry level trade worker, professional support worker, or journeyworker in trades for the highway construction industry.

MATERIALS

None Specified.

CONSTRUCTION DETAILS

An Apprentice is defined as an individual who is enrolled in an apprenticeship training program that is registered with the NYS Department of Labor (NYSDOL). A Trainee is defined as an individual who is enrolled in an On-the-Job Training (OJT) program that is sponsored by the NYS Department of Transportation (NYSDOT) and approved by the Federal Highway Administration (FHWA).

At minimum, the number of apprentices/trainees identified in Chart A shall be utilized. If the minimum number is not met, good faith efforts (GFEs), to meet the required number consistently throughout the duration of the contract, must be documented.

Chart A	
Contract Bid Amount	Minimum # of Apprentices/Trainees
<\$5M	No Requirement unless specified in contract documents
\$5M to < \$10M	2
\$10M < \$30M	3
\$30M < \$100M	4
≥ \$100M	1 per \$25M of Contract Bid Amount (e.g., 9 for a \$240M bid amt)

The required minimum number of apprentice/trainees shall be sustained whenever meaningful training opportunities exist throughout the duration of the contract.

The minimum number of apprentices/trainees may be exceeded if there will be sufficient work to provide meaningful training opportunities.

Selection Criteria

Apprentices/Trainees shall be enrolled in either a NYSDOL registered apprenticeship training program or a NYSDOT OJT program approved by FHWA. The program must be for a trade or profession that is in support of the highway construction industry.

- Good faith efforts shall be made to employ the apprentices/trainees across multiple trades while taking into consideration which trades will have maximum opportunity for work.

ITEM 691.04000020 – TRAINING REQUIREMENTS

- Required journeyworker/apprentice ratios outlined in the prevailing wage rate schedule, the Contractor's workforce needs, and availability of candidates within a reasonable area of recruitment.
- Training in the general laborer/construction worker classification may be permitted when such training is significant and meaningful and documented with an approved training plan.
- Training is permissible for direct support professional positions such as office engineers, estimators, timekeepers, etc., where the training is documented in an approved training plan.

Prior to engaging in the recruitment of new apprentices/trainees, good faith efforts shall be made to employ apprentices/trainees who are at a variety of different stages in their training programs (first year, third year, etc.).

- Persons who have successfully completed an apprentice or trainee program providing journeyworker status in the same trade or work classification as will be used for training under this contract are ineligible candidates. Similarly, persons who have been gainfully employed as a journeyworker in the proposed trade by virtue of informal on-the-job training or otherwise are ineligible candidates.

The apprentices/trainees are not required to be directly employed by a prime contractor. (e.g., they can work for a subcontractor).

Documentation shall be maintained that verifies efforts made to ascertain if candidates met traineeship or apprentice criteria, such as proof of criteria-related questions on employee application forms and proof of past work experience verifications. The Contractor shall maintain records of these findings and provide them upon request.

Affirmative Action Targets

Good faith efforts (GFEs) shall be made to recruit and hire affirmative action (AA) targets, which are defined as women or individuals from minority groups who have experienced long term under-representation in the skilled trades as journeyworkers, or disadvantaged individuals. A disadvantaged individual is defined as a person who is either (a) a member of a family that receives public assistance, or (b) a member of a family whose income during the previous six (6) months, on an annualized basis, was such that the family qualified for public assistance, or whose income was at or below either the poverty level or 70% of the Lower Living Standard Income (LLSI) level for the person's county of residence. This includes conducting systematic and direct recruitment through public and private sources likely to yield minority, women or disadvantaged apprentices/trainees.

Training Coordinator

For the duration of the contract, a training coordinator shall be designated by the Contractor and act as the contact person for training related communications. The training coordinator should be someone that has regular dealings and familiarity with the actual training direction and guidance being provided.

Training Programs

Apprentice training programs must be approved by the NYSDOL and Trainee training programs

ITEM 691.04000020 – TRAINING REQUIREMENTS

must be approved by NYSDOT. The approval process for new training programs can take time (30+ days), and approval is not guaranteed. Good faith efforts shall be made to have all training programs approved prior to start of construction.

Apprentices/trainees shall be provided a copy of their training program. Upon completion of a training program, the apprentice/trainee shall be provided a certificate of completion which identifies the training elements completed and the number of hours completed.

Training program information is available from NYSDOL Office of Apprenticeship Training Programs (ATCO@labor.state.ny.gov) and NYSDOT Office of Diversity & Opportunity (civilrights@dot.ny.gov)

Training Plans

Prior to the start of construction, a conceptual plan shall be submitted which outlines how the training requirements will be achieved on the contract. The plan shall identify anticipated contract work suitable for apprentices/trainees, any timeline/scheduling issues, anticipated sources for apprentices/trainees, steps taken to date to comply with the training requirements, and procedures for development of individual training plans for each apprentice/trainee.

Formalized training plans for each apprentice/trainee shall be submitted within fourteen (14) calendar days of the start of construction. All coordination with the Department/Project Sponsor regarding the training plan should be completed at this time. Written requests for submission at a later date will be considered based on provided justifications. The training plans may be adjusted throughout the duration of the contract as necessary.

The approved number of hours of anticipated qualifying training in each training plan is expected to be achieved by contract completion. Adjustments throughout the duration of the contract shall be made as necessary to best achieve the number of planned training hours stated in the training plans.

Individual training plans shall include:

- Name of the apprentice/trainee, trade, starting level (i.e., year of apprenticeship or training program).
- Apprentice/trainee projected start date, projected end date, and the reason for ending the training (e.g., training program completed, no remaining training opportunities, contract completion, etc.).
- An outline of the training program requirements the candidate has already completed and the requirements which the candidate still has left to complete. Provide the associated number of hours for each requirement. List classroom and on-site training requirements separately.
- Total number of on-site (non-classroom) hours left to complete the training program.
- Projection of the hours and elements of the remaining training program requirements which the candidate will be able to accomplish on the contract.
- A cost estimate for compensation which shows how the amount was calculated.
- Any known outside factors that might affect the training plan, such as if the apprentice/trainee will be working on other contracts or there may be time constraints of

ITEM 691.04000020 – TRAINING REQUIREMENTS

the apprentice (ex., planned future reassignment, leaving to attend school, moving/relocating, etc.).

- For each apprentice:
 - NYSDOL Form AT 14 (blue book) or acceptable equivalent.
 - NYSDOL Form AT 401 – *Apprenticeship Agreement/Documentation Form*.

Cost Estimate

A cost estimate for the anticipated training shall be submitted within 90 calendar days of the start of construction regardless of whether any training plans are allowed to be submitted at a later date.

Monthly Training Progress Report

For each apprentice/trainee, Form AAP 26 - *Monthly Training Progress Report* shall be submitted monthly whenever there are apprentices/trainees employed. In addition, for each apprentice/trainee, a summary of hours required to complete the various work elements of the training program, hours completed this period, and hours completed to date shall be submitted monthly. This summary shall be provided in sufficient detail to allow for assessment of whether the reported hours qualify for reimbursement.

Apprentices/trainees shall be reported on Form AAP 35 *Workforce and Training Utilization Schedule*.

Qualifying Training

Only training hours verified and approved of by the Engineer (or Project Sponsor) will be considered as qualifying training. Off-site training or training performed at other work sites does not qualify for compensation. Classroom training hours do not qualify for compensation.

Periodic Reporting / End of Service

Periodically copies of the training program and NYSDOL Form AT 14 (blue book) for apprentices/trainees may be required to be provided for auditing purposes and verification of training. It shall be reported whenever an apprentice or trainee ceases to be employed on a contract, and if an apprentice completes a trainee program a copy of their NYSDOL Form AT 14 (blue book) shall be provided.

Waiver Request

A waiver request may be submitted at any point in the process after contract letting. A request for a waiver of all or a portion of the requirements may be submitted.

The waiver request should include a detailed justification for the request, documentation of efforts made to solicit trainees and or apprentices, and contact person information (name, telephone number, E-mail address). Justifications that may warrant consideration include: no meaningful construction training opportunities will exist, lack of available apprentices/trainees, or lack of available work for apprentices or trainees.

If a waiver is granted for elimination of all apprentice/trainee requirements, all associated deliverables (e.g., training plans, cost estimate, monthly reports) are no longer required. If a waiver is granted for a reduction or an alteration to the requirements, any necessary revisions to training plans shall be provided within 3 workdays of the approved waiver.

ITEM 691.04000020 – TRAINING REQUIREMENTS

Notification is required to be given in a timely manner if, during the duration of the contract, the conditions upon which a waiver was granted have changed. Granted waivers are revokable and may be re-evaluated throughout the duration of the contract to assess need for modification.

Training Duration

An apprentice/trainee shall begin training as soon as feasible in trade related work and remain on the contract for at least as long as training opportunities exist in the trade, until completion of the training program, or until completion of the contract.

Maximum opportunity shall be provided to the apprentices/trainees for completion of their training program. Progress towards completion of work elements shall be monitored. When a work element of the training program is completed, apprentices/trainees shall be moved to other work processes or another training element to the extent that training opportunities exist. Should no such training opportunities exist, the apprentices/trainees may continue to be assigned to work related to the completed work element.

Apprentices/trainees who complete their training programs are expected to be retain as a journeyworker provided there is relevant contract work remaining. Continued work as a journeyworker does not qualify for reimbursement under this pay item.

Termination

An apprentice/trainee may be terminated at any time during training for: excessive absenteeism; lack of punctuality; breach of a "zero tolerance" policy for drug and substance use; and continued failure to perform work safely. However, termination shall not occur without:

- Documented counseling by the Training Coordinator about the reason(s) for termination
- Documented efforts by the Training Coordinator to resolve the problem
- Documented notification to the Engineer and Regional Compliance Specialist about the problem
- Written notification of intent to terminate to the Engineer and the Regional Compliance Specialist stating the reason(s) therefore
- An opportunity for confirmation of compliance with these pre-requisites.

METHOD OF MEASUREMENT

This work will be measured on a Dollars-Cents basis. The fixed amount shown in the proposal is not to be altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figure will be disregarded, and the original price will be used to determine the total amount bid.

BASIS OF PAYMENT

Monthly reimbursement will be made based on the following calculation:

= (0.35) x (Base Journeyworker Prevailing Wage Rate) x (Hours of Qualifying Training Accomplished)

No adjustments to the base rate shall be allowed, such as for: fringes/supplemental benefits, premium rates (overtime, holiday, etc.), worker's compensation insurance, FICA, state or federal

ITEM 691.04000020 – TRAINING REQUIREMENTS

unemployment insurance, commercial general liability (CGL) insurance, etc. When determining compensation, use the prevailing wage rate that was current at the time the training was provided.

Qualified training time will include only verified training properly completed and accounted for, including only those hours the apprentices/trainees received on-site training in the work elements included in their approved apprenticeship/OJT programs.

During any time period that it is deemed that satisfactory good faith efforts were not made to fulfill the training requirements and corresponding equal employment opportunity (EEO) goals in accordance with 102-11 *Equal Employment Opportunity Requirements* no reimbursements under this pay item will be made for any training provided during that time period

Regardless of the amount approved for the pay item, reimbursement will be made only for the number qualifying hours of training accomplished.

Requests for reimbursement beyond the fixed dollar amount for this work must be agreed to in advance.

SECTION 01200

ADDITIONAL INFORMATION

Special Notes

Special Note: PG Binder and Mix Design Level

Special Note: QA for Projects on the State or National Highway System

Supplemental Information Available to Bidders (Form CONR9)

Pavement Core and Boring Information

SPECIAL NOTES

SITE SAFETY

The Contractor shall perform all work in the Contract Documents in a workmanlike manner with due regard to the safety of the employees and of the public. The Contractor shall comply with all rules, regulations and standards of the Occupational Safety and Health Administration, U.S. Department of Labor in the performance of the work required by the Contract Documents in all matters regarding the safety and protection of persons employed in construction, excavation and demolition work. The Contractor shall also meet all applicable requirements of the State of New York Department of Labor, Industrial Code Rule 53 regarding construction, excavation and demolition operations at or near underground facilities. The Contractor is fully and solely responsible for site safety precautions. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss of:

- a. all employees on the site and other persons who may be affected thereby;
- b. all the work and all products to be incorporated therein, whether in storage on or off the site; and
- c. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall assume all responsibility for damage to persons or property which may occur during the prosecution of the work and shall replace or make good any such damage, loss or injury.

UTILITIES, GENERAL

All known public and private utility installations within the Contract limits and their disposition are shown in their approximate locations on the Contract plans, except that underground utility lines have generally not been shown.

The Contractor is cautioned that these locations are not guaranteed, nor is there any guarantee that all such facilities within the Contract limits have been shown on the plans. In this regard the Contractor's attention is called to Subsection 102-02 of the Standard Specifications.

Utilities encountered during the work shall be maintained and protected in their existing locations until otherwise provided for. If services or utility lines not shown on the plans are encountered, excavation and grading shall be done with caution in order that these services not be disturbed until proper disposition of such is made by their owners. Damage by the Contractor to privately owned utilities shall be in all cases the responsibility of the Contractor. Relocation of public utilities and accessories is a responsibility of the servicing agency. Every reasonable

attempt will be made by the agents of the Department of Engineering of the City of Syracuse not to inconvenience or additionally cost the Contractor due to such location relating to time and/or place; however, no extra compensation will be made to the Contractor by the City of Syracuse for extra work or loss of time due to such utilities or the removal or relocation of such utilities.

The Contractor shall notify the Engineer, in writing, at least fourteen (14) days in advance of any work which may affect any utility or cause an interruption or disruption of utility service.

UTILITY REPLACEMENT / RELOCATION WORK IN THE PROJECT AREA SCHEDULED FOR LATE 2022

The Contractor's attention is directed to the following utility work scheduled to occur within the project area early in 2025, prior to the start of the East Brighton Avenue 2R Paving Project:

National Grid Electric will relocate the following three (3) utility poles located in the proposed sidewalk area on the west side of East Brighton Avenue near Ainsley Drive, Intrepid Lane and between Intrepid Lane and Seneca Turnpike: NG-35, NM-73 and NM-74.

Verizon will be potentially removing up to 5 utility poles located either in the proposed sidewalk area, or poles that are no longer necessary as indicated in the plans. Verizon will also be relocating existing communication lines from existing poles to National Grid poles.

Charter Communications (Spectrum) and **Crown Castle (Fibertec)** will also be relocating existing communication lines from existing poles to National Grid poles.

The **City of Syracuse Water Department** will be replacing existing pressure release valves near Thurber Street and Ainsley Drive.

Refer to list of utility contacts on Page 10 of these Special Notes.

WORK ZONE TRAFFIC CONTROL

The Contractor will be responsible for providing traffic control. All traffic control signage and devices shall be accordance with the contract documents and the New York State Manual of Uniform Traffic Control Devices. The Contractor shall coordinate with Dig Safely New York prior to driving any sign posts.

PRECONSTRUCTION CONFERENCE AND PROJECT SCHEDULE

The Contractor shall submit to the City and the Engineer a detailed construction schedule acceptable to the Engineer for review prior to the preconstruction conference. The schedule shall be based on the begin and end of each subtask as outlined in the bid schedule. The Contractor should be represented at the preconstruction conference by those staff to be in responsible charge of the work, including the site superintendent.

SUBLETTING OR ASSIGNING THE CONTRACT

The Contractor shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any items designated by the City as "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with their own organization. "Their own organization" shall be construed to include only workmen employed and paid directly by the Contractor and equipment owned or rented by them, with or without operators.

Specialty Items in This Contract

Item	Description
205.0401	Petroleum Contamination Parameter Analysis
205.0403	Laboratory Analysis for Ignitability
205.0404	Laboratory Analysis for Ph
205.0405	Laboratory Analysis for Polychlorinated Biphenyls (PCB's)
205.0406	Laboratory Analysis for Total Petroleum Hydrocarbons – Gasoline Range Organics
205.0407	Laboratory Analysis for Total Petroleum Hydrocarbons – Diesel Range Organics
205.050201	Disposal of Contaminated Non-hazardous Waste Soil
611 Series	Planting and Post Planting Care
625 Series	Survey Operations
645 Series	Signs
670 Series	Highway Lighting
685 Series	Epoxy Reflectorized Pavement Stripes, Symbols and Letters – 20 MILS

MATERIAL SAFETY DATA SHEETS

The Contractor is responsible for providing the MSDS's to the City prior to introducing hazardous materials onto the site, assuring compliance before work is started and disseminating any information to the City employees concerning significant chemical hazards that the Contractor is bringing to the City's workplace. The Material Safety Data Sheets (MSDS) will be maintained by the City as long as those materials are present. It is the responsibility of the Contractor to train its own employees.

ASBESTOS

Unless otherwise indicated on the plans, work to be performed under this contract does not require the disturbing, destruction or removal of any known materials containing asbestos.

SUBCONTRACTORS, SUPPLIERS AND MATERIAL SOURCES

The Contractor shall submit to the Engineer for approval at the preconstruction meeting all subcontractors, suppliers and material sources anticipated to be used on the project.

CONTAMINATED MATERIAL HANDLING PLAN (CMHP)

The Contractor's attention is directed to the fact that this Project includes NYSDOT Standard Specification Item 205.0201, Segregation and Storage of Contaminated Soil. A Screening Report conducted by the Engineer for this Project is available for information; however this does not relieve the Contractor from the provisions of the specification, namely the development of a Contaminated Material Handling Plan (CMHP). The Contractor shall develop a CMHP conforming to the specifications, and shall have that plan approved prior to commencing excavation and disposal activities.

FIELD ORGANIC VAPOR MONITORING PLAN (FOVMP)

The Contractor's attention is directed to the fact that this Project includes NYSDOT Standard Specification Item 205.03, Field Organic Vapor Monitoring of Contaminated Soil. A Screening Report conducted by the Engineer for this Project is available for information; however this does not relieve the Contractor from the provisions of the specification, namely the development of a Field Organic Vapor Monitoring Plan (FOVMP). The Contractor shall develop a FOVMP conforming to the specifications, and shall have that plan approved prior to commencing excavation and disposal activities.

SAMPLING PLAN

The Contractor's attention is directed to the fact that this Project includes NYSDOT Standard Specification Items related to sampling and analysis (205.04nn). A Screening Report conducted by the Engineer for this Project is available for information; however this does not relieve the Contractor from the provisions of the specification, namely the development of a Sampling Plan. The Contractor shall develop a Sampling Plan conforming to the specifications, and shall have that plan approved prior to commencing excavation and disposal activities.

DISPOSAL PLAN

The Contractor's attention is directed to the fact that this Project includes NYSDOT Standard Specification Item 205.050201 Disposal of Contaminated Non-Hazardous Waste Soil. A Screening Report conducted by the Engineer for this Project is available for information; however this does not relieve the Contractor from the provisions of the specification, namely the development of a Disposal Plan. The Contractor shall develop a Disposal Plan conforming to the specifications, and shall have that plan approved prior to commencing excavation and disposal activities.

PERMITS

The Project site is subject to the New York State Department of Environmental Conservation (NYSDEC) State Pollutant Discharge Elimination System (SPDES) General Permit for stormwater Discharges from Construction Activities, Permit No. GP-0-20-001 (General Permit). This Project requires an erosion and sediment control only SWPPP to meet City of Syracuse standards. The Project involves the soil disturbance of less than one (1) acre, therefore no permanent post-construction stormwater management practices are included in the Project. The contents of the SWPPP discuss and describe the requirements of the City Ordinance.

WORK RELEASES

All work under this contract shall be completed within the City of Syracuse right of way. Property releases have been obtained by the City of Syracuse for the purpose of re-establishing driveway and sidewalk approaches to private land or grading and re-establishing turf to meet proposed grades within the right of way. See Property Release Table on Drawing MTB-01. Copies of these releases are available upon request. The contractor shall obtain any other work releases necessary for any other work outside the right of way prior to commencing this work.

NEW STREET TREES

All new street trees will be provided and installed by the city in the locations shown on the PLP drawings. The contractor shall provide loosened soil and add compost at the proposed street tree locations. See Notes 5 & 6 accompanying the Standard Tree Planting Detail on Drawing PLD-02 and Note 2 on the PLP drawings for more information on this work and the method of payment.

REQUEST FOR INFORMATION (RFI) PROCESS:

Requests for Information (RFI's) are a communication tool to facilitate resolution of or to clarify design document issues. As such, it is of paramount importance that the RFI process be formal and documented at all points in the submission and response to the RFI.

RFI's will address legitimate questions from the Contractor (or subcontractors through the Contractor), to clarify design documents.

The RFI process will be defined during the pre-construction meeting. No questions of consequence will be answered regarding the Contract Documents unless they are addressed in an RFI and that the RFI should be submitted in advance of the work that it addresses in order to allow time for response. The attached RFI template will be distributed to the Contractor at the pre-construction meeting in electronic format.

The RFI process shall be as follows:

1. Contractor initiates RFI to address a legitimate question, providing a detailed question, Contract Document references, a suggested solution, and an opinion as to monetary or time damages.

2. Contractor will submit RFI to the Resident Engineer, with a copy to the Engineer and the City of Syracuse.
3. The Resident Engineer will review the RFI to ensure that the RFI is complete. Incomplete RFI's will be returned to the Contractor. If complete, the Resident Engineer will assign a number to the RFI, record the RFI in the RFI log, then contact the Construction Manager to determine who will be the Primary Responder. Generally, technical interpretations of the Contract Documents will be the responsibility of the design Engineer.
4. Within five(5) calendar days the Primary Responder will address the question on the RFI form and return it to the Resident Engineer (assuming that the Primary responder is not the Engineer in Charge), with a copy to the Construction Manager and the City of Syracuse. If the response hinges on the response of others the Resident Engineer will be given an estimate of response time so that the Contractor can be informed.
5. If the Engineer in Charge or Construction Manager has questions regarding the response, the questions will be addressed with the Primary Responder prior to the return of the RFI to the Contractor.

The Resident Engineer will record the response date of the RFI, a short summary of the resolution in the RFI log, and an opinion as to any monetary and/or time damages that are a result of the answer, and transmit it to the Contractor.

In the event an RFI addresses an illegitimate item, the RFI will be logged and returned to the Contractor by the Resident Engineer with a reason that the RFI was returned. An illegitimate RFI is an RFI that addresses a clearly identifiable item that should have been addressed pre-bid or is contained within the Contract Documents. In this case the return of the RFI signifies a removal of the question from the RFI process and that the question will be handled in another forum.

In the event that the Contractor submits multiple RFI's at the same time, the Resident Engineer will inform the Contractor that the RFI's will be prioritized and will be addressed in the prioritized order, with the first response coming within 5 calendar days. The remainder of the responses will be staggered at 3 day maximum intervals and will be provided in order of priority. The Contractor will review; revise priorities based on construction schedule, and sign off on the final prioritization.



**DRAFT - NOT FOR
ENGINEERS, INC.**

REQUEST FOR INFORMATION

Office Use Only – RFI#

Project Name: **USE**

FROM

Name:
Company:
Phone:
Email:

TO

C&S Proj. Manager:
Phone:
Email: xxxxxxxx@cscos.com
C&S Proj. No.: XXX.XXX.XXX

CONTRACTOR'S REQUESTED REPLY DATE:

COPIES TO: *(Copies originating from Contractor)*

DESCRIPTION: Full description of question or information requested.

REFERENCES/ATTACHMENTS: List or attach relevant information that Engineer requires to answer question.

NYSDOT Specification Items Affected by Request:

Contract Drawings Affected by Request:

Other Pertinent Information:

SENDER'S RECOMMENDATION:

ENGINEER'S REPLY:

By: _____
Name & Title

Date: _____

Copies To:

FEDERAL AID PROJECT
DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION
GOALS

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
DISADVANTAGED BUSINESS ENTERPRISE
UTILIZATION REQUIREMENTS

The Department has established the following Disadvantaged Business Enterprise (DBE) utilization goals for this contract. The goal is expressed as a percentage of the total bid price.

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION GOAL – 5 %

Information related to the current certification status of Disadvantaged Business Enterprises can be obtained by contacting the:

NYS Department of Transportation
Office of Civil Rights
POD 6-2
Albany, NY 12232
(518) 457-1128 or 457-1129

Disadvantaged Business Enterprise Officer:

The Bidder shall designate and enter below the name of a Disadvantaged Business Enterprise Officer who will have the responsibility for and must be capable of effectively administering and promoting an active Disadvantaged Business Enterprise Program and who must be assigned adequate authority and responsibility to do so.

Bidder Designated DBE Officer _____
(Name, Title)

Telephone Number _____

UTILITY DISPOSITION

The Contractor must coordinate his schedule of operations with the various Utility owners involved with the project and shall verify utility information found in the contract documents. The utility replacements / relocations as described on Page 3 of these Special Notes are scheduled to be performed in advance of this project. Adjustment of three utility-owned manholes and valves located in pavement and sidewalk areas within the project limits to finished grade is also necessary (refer to Drawing MTB-05 in the Contract Drawings for table of locations).

Utility contacts for this work are provided for the Contractor's information:

National Grid - Electric

Contact: Keith Scotland
Phone: (716) 861-1214

National Grid – Gas

Adjustment of gas valves to finished grade
Contact: Laura Dancer
Phone: (516) 325-8317

Verizon – Telephone

Relocation of communication lines and adjustment of telephone manholes to finished grade
Contact: John Considine
Phone: (315) 937-2448

Charter Communications (Spectrum)

Relocation of communication lines
Contact: Stephen Jones
Phone:

Crown Castle (Fibertec)

Relocation of communication lines
Contact: Nicole Walker
Phone:

City of Syracuse Water Department

Adjustment of water valve boxes to grade (by Contractor)
Contact: Robert Brandt (Deputy Commissioner)
Phone: (315) 448-8340

SPECIAL NOTE

PG BINDER AND MIX DESIGN LEVEL

Requirements of this note apply to all Section 402 and Section 404 Asphalt (HMA and WMA) items in this contract, except for shim, permeable base, temporary pavements, and miscellaneous, which may use non-modified PG binders such as PG 64S-22 and PG 64H-22.

PG BINDER

Use polymer or Terminal Blend Crumb Rubber modified **PG 64V-22** (Very High) meeting the requirements of AASHTO M 332, *Standard Specification for Performance Graded Asphalt Binder using Multiple Stress Creep Recovery (MSCR)*, for the production of hot mix asphalt mixtures for this project. In addition, the binder grade must also meet the **elastomeric** properties as indicated by one of the following equations for %R_{3.2}:

1. For $J_{nr3.2} \geq 0.1$, $\%R_{3.2} > 29.371 * J_{nr3.2}^{-0.2633}$
2. For $J_{nr3.2} < 0.1$, $\%R_{3.2} > 55$

Where

R_{3.2} is % recovery at 3.2 kPa

J_{nr 3.2} is the average non-recoverable creep compliance at 3.2 kPa

When terminal blend CRM PG binder is used, the following shall apply:

- Crumb rubber particles shall be finer than #30 sieve size.
- The CRM PG binder shall be storage-stable and homogeneous.
- The Dynamic Shear Rheometer (DSR) shall be set at 2-mm gap.
- The CRM PG binder shall be 99% free of particles retained on the 600 µm sieve as tested in accordance with Section 5.4 of M 332.

Use of polyphosphoric acid (PPA) to modify the PG binder properties is prohibited for mixtures under this contract. This prohibition also applies to the use of PPA as a cross-linking agent for polymer modification.

MIX DESIGN

The mixture designs must be developed in accordance with the criteria specified in the HMA items that are appropriate for the Mixture Design Level of **75 Gyration**s.

Note: The PG binder for this project will be modified with polymer or CRM additives to meet the requirements stated above. Handling of the HMA shall be discussed at pre-construction and pre-paving meetings.

QA for Projects on the State or National Highway System

For projects (or segments) on the State or National Highway System, NYSDOT will perform offsite QA and approval for materials as required by the NYSDOT Standard Specifications; Construction and Materials the same as it would for State-let projects.

For this project PIN 375680, the section of East Brighton Avenue between Thurber Street and the I-81 interchange is part of the NHS.

1. The contractor understands and agrees the inspection and approval of materials to be used on this project will be performed by NYSDOT.
2. When the contractor receives direction from NYSDOT regarding the approval/rejection of materials such as hot mix asphalt, Portland cement concrete, structural steel, concrete structural elements and/or components, the contractor understands the decision is final and will accept it as such.
3. The contractor will not allow off-site materials subject to the inspection and approval of NYSDOT to be shipped to the project site prior to receiving authorization from NYSDOT.
4. As soon after award as practicable, and prior to the pre-construction conference, the contractor shall provide the following information to the Sponsor and NYSDOT Regional Local Project Liaison.
 - A. The name and address of each manufacturer of all materials and portions thereof requiring off-site quality assurance in accordance with NYSDOT's specifications to be used in this project.
 - B. The name and address of each fabricator fabricating structural steel items or any portion thereof to be used in this project.
 - C. The name and address of each fabricator manufacturing structural concrete items or any portion thereof to be used in this project.
5. The contractor agrees that it and its subcontractors and suppliers will only acquire materials for this project through NYSDOT-approved manufacturing, batching and fabrication facilities.

SUPPLEMENTAL INFORMATION AVAILABLE TO BIDDERS

PIN 3756.80

The information checked in the "Available" column on this form is available at the Office having jurisdiction for this project, as identified in the advertisement for bids, for inspection and review prior to the letting date.

The bidder's signature on this proposal certifies that they have made themselves aware of the availability of the information indicated below:

THERE IS NO SUPPLEMENTAL INFORMATION AVAILABLE FOR THIS CONTRACT:

☐

INFORMATION	Available ¹	Not Available
1. Asbestos Information		
a. Asbestos Blanket Variances	☐	☒
b. Asbestos Report	☐	☒
2. CADD Information		
a. AutoCAD DWG	☒	☐
b. Civil 3D TIN and XML format (East Brighton Street Pavement)	☒	☐
3. Cross Sections in ADOBE PDF format	☒	☐
4. Quantity Information		
a. Quantity Work-ups – All	☒	☐
b. Quantity Work-ups – Partial (specify)	☐	☒
5. Record Plans	☒	☐
6. Rock Cores (available for inspection only)	☐	☒
7. Sign Face Layouts in ADOBE PDF format	☒	☐
8. Stormwater Pollution Prevention Plan (SWPPP)	☒	☐
9. Subsurface Information		
a. Subsurface Exploration Logs	☒	☐
b. Pavement Core Logs	☒	☐
c. Laboratory Test Data from Soil Samples	☒	☐
d. Tabulated Results of Probing	☐	☒
e. Tabulated Depth to Bedrock	☒	☐
f. Rock Core Evaluation Logs	☐	☒
g. Compression Test Data from Rock Samples	☐	☒
h. Rock Outcrop Maps	☐	☒
i. Granular Materials Resource Survey Reports	☐	☒
j. Terrain Reconnaissance Reports	☐	☒
10. Subsurface Information - Other Information		
a. Subsurface information from outside sources	☐	☒
b. Source Information - Granular Material and aggregates	☐	☒
c. Special Subsurface Reports	☐	☒
11. Anticipated Construction Schedule	☐	☒
12. Special Reports or Other Information:	☐	☐
a. Design Approval Document	☒	☐
b. Buried Trolley Track Survey Report (N/A)	☐	☒
c. Survey Control Report	☐	☒
d. Pavement Evaluation Report	☐	☒
e. Drainage Structure Inspection Forms	☐	☒
f. Contaminated Materials Screening Report	☒	☐

¹ – All digital material is provided in ADOBE (pdf) format, unless noted above.



PW Laboratories, Inc.

6544 Fremont Road - East Syracuse, N.Y. 13057

Office (315) 437-1420 ♦ www.pwlabslabsinc.com ♦ pwlabslabsinc@hotmail.com

October 24, 2023

Mr. Wayne Nielson
Parratt-Wolff, Inc.
5879 Fisher Road
P.O. Box 56
East Syracuse, New York 13057

Re: L-23008
Laboratory Testing
Brighton Avenue Paving Project - Syracuse, N.Y.
Parratt-Wolff Project #23110A

Dear Mr. Nielson [WNielson@pwinc.com]:

Enclosed are the results of laboratory testing performed at your request on **twelve (12) Bag Soil** samples delivered to our laboratory on **10/17/2023** for the above-referenced project. Results include:

- | | |
|--|---------|
| 1.] Natural Moisture Content (ASTM D2216) | |
| Laboratory I.D. #44094 – 44105 | 12 Each |
| 2.] Sieve Analysis (ASTM D422 & D1140) | |
| Laboratory I.D. #44094 – 44105 | 12 Each |
| 3.] Hydrometer Analysis (ASTM D422) | |
| Laboratory I.D. #44094, 44098, 44100, 44103, 44105 | 5 Each |

All requested tests have been completed on the previously received sample(s) for the above project. All sample remains are scheduled to be disposed of on **11/24/2023**. Please notify *PW Laboratories, Inc.* by letter or telephone prior to **11/24/2023** if you would prefer to pick up the sample(s) or that sample(s) be retained by *PW Laboratories, Inc.* for an additional period.

Respectfully,

PW Laboratories, Inc.

Patrick J. Edmiston
Laboratory Manager
PJE/BLL



Parratt-Wolff Laboratories, Inc.

14 Fremont Road - East Syracuse, N.Y. 13057

Phone (315) 437-1420 ♦ www.pwlabinc.com ♦ pwlabinc@hotmail.com

Report Date: 10/24/2023

L-23008
Laboratory Testing
Brighton Avenue Paving Project - Syracuse, N.Y.
Parratt-Wolff Project #23110A

Natural Moisture Content (ASTM D2216)

Lab I.D. #	Boring I.D.	Sample I.D.	Depth (Feet)	Moisture Content as a Percent of Dry Weight
44094	B-1	S-3	4.0 - 6.0	17.2
44095	B-2	S-3	4.0 - 6.0	4.0
44096	B-2	S-5	8.0 - 10.0	7.3
44097	B-2	S-8	14.0 - 14.6	3.1
44098	B-3	S-3	4.0 - 6.0	10.6
44099	B-3	S-5	8.0 - 8.6	2.1
44100	B-4	S-3	4.0 - 6.0	8.2
44101	B-4	S-5	8.0 - 10.0	9.1
44102	B-4	S-7	12.0 - 14.1	5.1
44103	B-4	S-9	16.0 - 17.8	10.1
44104	B-5	S-3	4.0 - 4.5	5.8
44105	B-6	S-3	4.0 - 5.7	8.1



PW Laboratories, Inc.

6544 Fremont Road - East Syracuse, N.Y. 13057

Office (315) 437-1420 ♦ www.pwlabslabs.com ♦ pwlabslabs@hotmail.com

Sieve Analysis of Soil/Aggregate

Project Title:

Laboratory Testing

Brighton Avenue Paving Project - Syracuse, N.Y.

Parratt-Wolff Project #23110A

Project #: L-23008

Test Method: ASTM D422 & D1140

Report #: 1

Report Date: October 24, 2023

				Sieve Size - Percent Passing Sieve												
Lab I.D. #	Boring I.D.	Sample I.D.	Depth (Feet)	1 1/2"	1"	3/4"	1/2"	3/8"	1/4"	#4	#10	#30	#40	#60	#100	#200
44094	B-1	S-3	4.0 - 6.0	-	-	-	-	100	99.3	98.5	95.8	82.3	75.1	65.3	56.0	48.7
44095	B-2	S-3	4.0 - 6.0	-	-	100	94.6	91.5	69.6	47.1	23.6	13.8	12.5	10.2	8.3	7.1
44096	B-2	S-5	8.0 - 10.0	-	-	100	66.1	66.1	58.5	55.5	44.9	36.3	34.3	31.3	28.5	25.5
44097	B-2	S-8	14.0 - 14.6	100	63.5	52.3	42.1	35.0	30.1	27.7	24.3	18.2	17.4	16.5	15.7	14.9
44098	B-3	S-3	4.0 - 6.0	100	76.9	76.9	76.9	72.8	69.1	66.6	60.4	52.6	50.7	47.3	43.8	39.3
44099	B-3	S-5	8.0 - 8.6	100	49.4	27.9	25.4	20.4	18.3	16.1	13.3	10.5	9.6	8.3	7.4	6.4
44100	B-4	S-3	4.0 - 6.0	-	100	94.9	89.5	83.2	78.4	74.8	63.3	49.3	46.4	42.0	38.2	33.8
44101	B-4	S-5	8.0 - 10.0	-	-	100	93.2	90.0	85.1	82.5	73.7	56.5	52.8	47.4	42.5	37.1
44102	B-2	S-7	12.0 - 14.1	-	100	83.8	70.7	65.8	53.8	45.3	26.4	11.7	9.8	7.3	5.6	4.1
44103	B-4	S-9	16.0 - 17.8	-	-	100	95.9	94.8	91.9	89.9	84.1	77.0	75.3	72.0	68.5	64.0
44104	B-5	S-3	4.0 - 4.5	-	100	84.7	66.4	59.4	54.2	50.3	42.7	35.2	33.8	31.6	29.7	27.5
44105	B-6	S-3	4.0 - 5.7	-	-	100	97.2	94.0	90.8	88.0	80.6	70.8	68.4	64.4	60.6	56.0

Sample mass, as received, meets minimum mass requirements of test method:

Yes



No

Prewashed

Performed By: Mark Santorelli

Checked By: Patrick Edmiston

Entire Sample ☒

Remarks:

Mass Retained on #200 Only

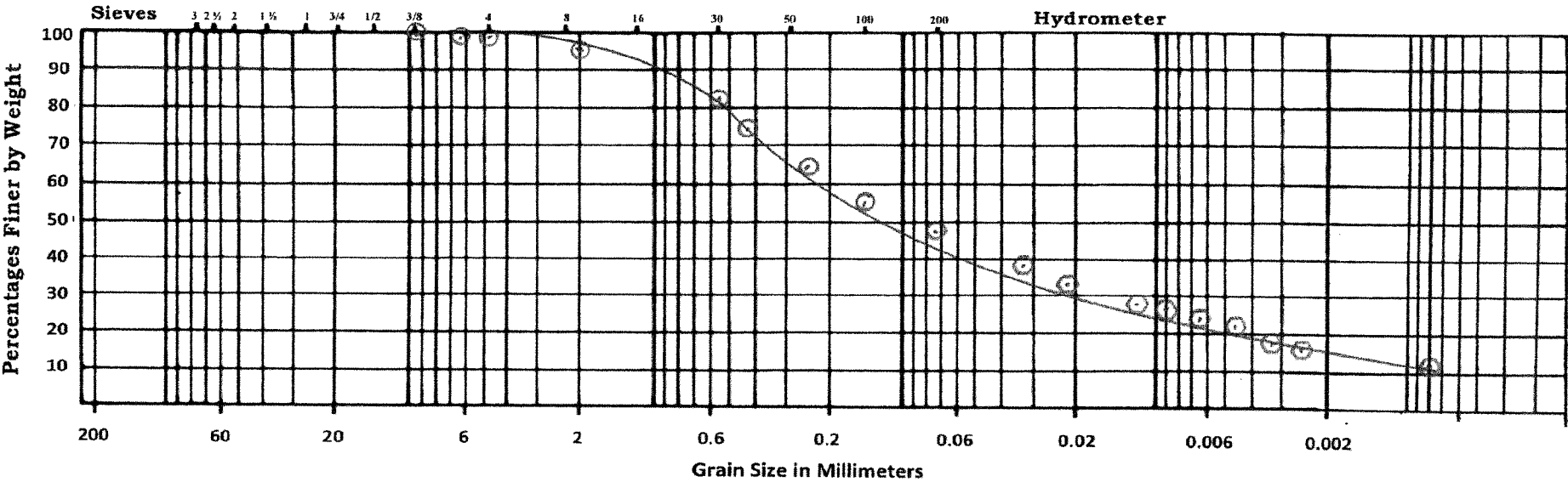
Not Prewashed:



PW Laboratories, Inc.
6544 Fremont Road - East Syracuse, N.Y. 13057
Office (315) 437-1420 ♦ www.pwlabslnc.com ♦ pwlabslnc@hotmail.com

Report #: 1
Date: October 24, 2023

Grain Size Analysis



Boulders Cobbles	Coarse Gravel	Medium Gravel	Fine Gravel	Coarse Sand	Medium Sand	Fine Sand	Silt	Clay
228	76.2	25.4	9.52	2.0	0.59	0.25	0.074	0.002 mm
9 in.	3 in.	1 in.	3/8 in.	No. 10	No. 30	No. 60	No. 200	

Project #:	L-23008	
Project Title:	Laboratory Testing - Brighton Avenue Paving Project - Syracuse, N.Y. (Parratt-Wolff Project #23110A)	
Laboratory I.D. #:	44094	
Boring I.D.:	B-1	
Sample I.D.:	S-3	
Depth (Feet):	4 - 6	
		ASTM Test Method
		Sieve Analysis (ASTM D422 & D1140)
		Hydrometer Analysis (ASTM D422)



PW Laboratories, Inc.

6544 Fremont Road - East Syracuse, N.Y. 13057

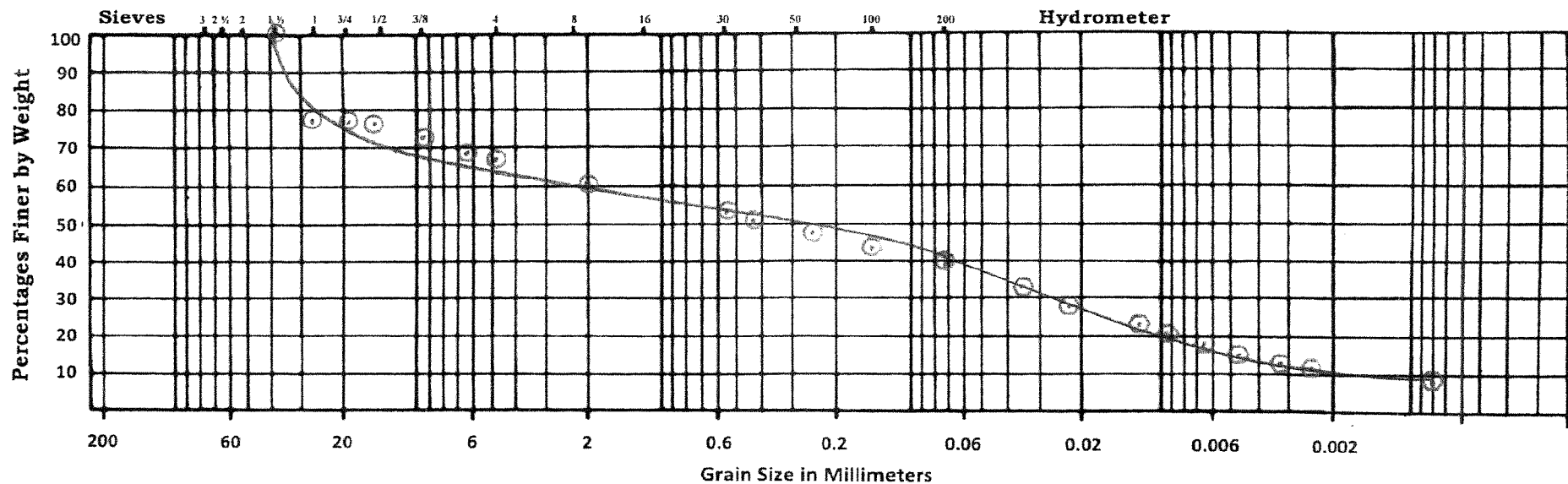
Office (315) 437-1420 ♦ www.pwlabslnc.com ♦ pwlabslnc@hotmail.com

Project #: L-23008

Report #: 2

Date: October 24, 2023

Grain Size Analysis



Boulders Cobbles	Coarse Gravel	Medium Gravel	Fine Gravel	Coarse Sand	Medium Sand	Fine Sand	Silt	Clay
228	76.2	25.4	9.52	2.0	0.59	0.25	0.074	0.002 mm
9 in.	3 in.	1 in.	3/8 in.	No. 10	No. 30	No. 60	No. 200	

Project #:	L-23008
Project Title:	Laboratory Testing - Brighton Avenue Paving Project - Syracuse, N.Y. (Parratt-Wolff Project #23110A)
Laboratory I.D. #:	44098
Boring I.D.:	B-3
Sample I.D.:	S-3
Depth (Feet):	4 - 6
ASTM Test Method	
Sieve Analysis (ASTM D422 & D1140)	



PW Laboratories, Inc.

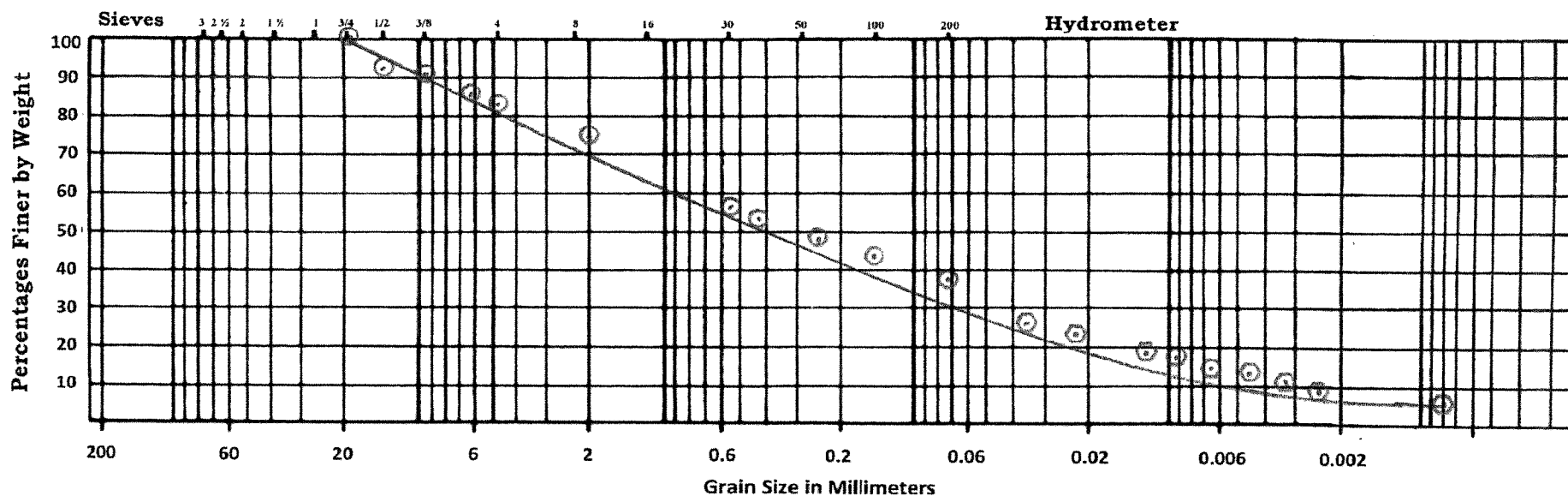
6544 Fremont Road - East Syracuse, N.Y. 13057

Office (315) 437-1420 ♦ www.pwlabinc.com ♦ pwlabinc@hotmail.com

Report #: 3

Date: October 24, 2023

Grain Size Analysis



Boulders	Coarse	Medium	Fine	Coarse	Medium	Fine	Silt		Clay
Cobbles	Gravel	Gravel	Gravel	Sand	Sand	Sand			
228	76.2	25.4	9.52	2.0	0.59	0.25	0.074	0.002 mm	
9 in.	3 in.	1 in.	3/8 in.	No. 10	No. 30	No. 60	No. 200		

Project #:	L-23008	
Project Title:	Laboratory Testing - Brighton Avenue Paving Project - Syracuse, N.Y. (Parratt-Wolff Project #23110A)	
Laboratory I.D. #:	44100	
Boring I.D.:	B-4	
Sample I.D.:	S-3	
Depth (Feet):	4 - 6	
		ASTM Test Method
		Sieve Analysis (ASTM D422 & D1140)
		Hydrometer Analysis (ASTM D422)



PW Laboratories, Inc.

6544 Fremont Road - East Syracuse, N.Y. 13057

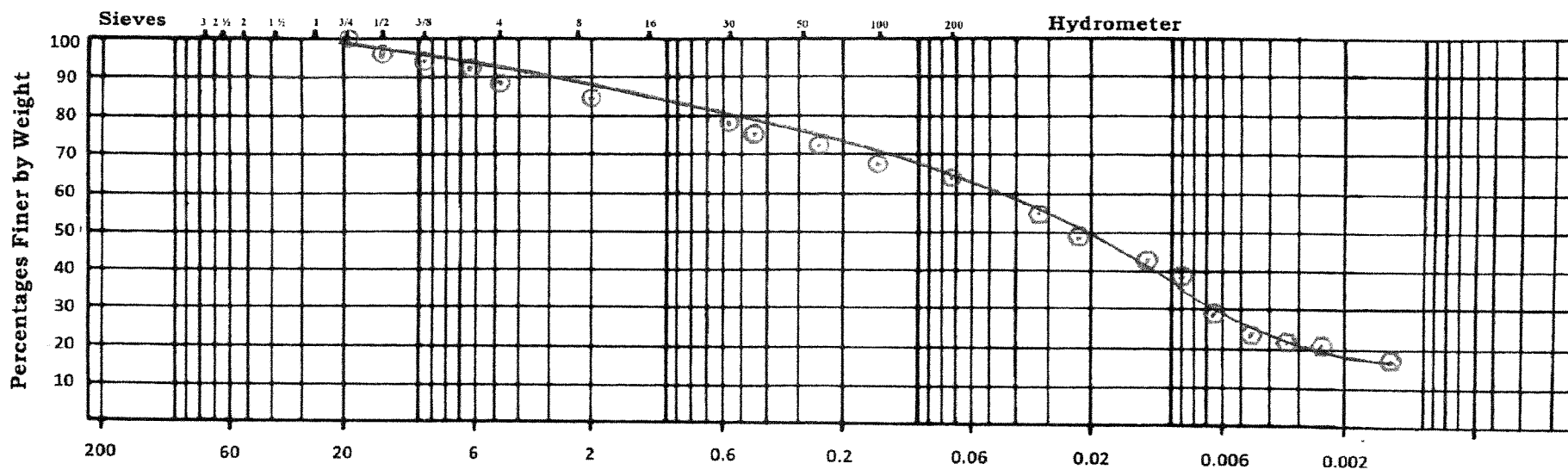
Office (315) 437-1420 ♦ www.pwlabslnc.com ♦ pwlabslnc@hotmail.com

Project #: L-23008

Report #: 4

Date: October 24, 2023

Grain Size Analysis



Boulders	Coarse	Medium	Fine	Coarse	Medium	Fine	Silt	Clay
Cobbles	Gravel	Gravel	Gravel	Sand	Sand	Sand		
228	76.2	25.4	9.52	2.0	0.59	0.25	0.074	0.002 mm
9 in.	3 in.	1 in.	3/8 in.	No. 10	No. 30	No. 60	No. 200	

Project #:	L-23008
Project Title:	Laboratory Testing - Brighton Avenue Paving Project - Syracuse, N.Y. (Parratt-Wolff Project #23110A)
Laboratory I.D. #:	44103
Boring I.D.:	B-4
Sample I.D.:	S-9
Depth (Feet):	16 - 17.8
ASTM Test Method	
Sieve Analysis (ASTM D422 & D1140)	



PW Laboratories, Inc.

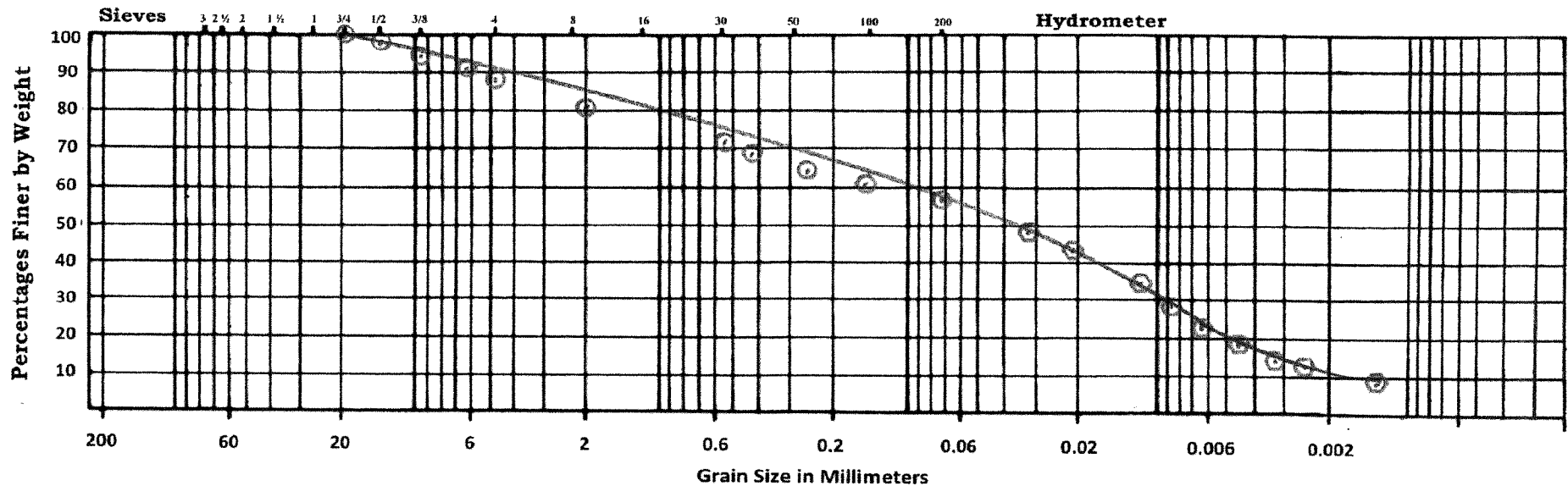
6544 Fremont Road - East Syracuse, N.Y. 13057

Office (315) 437-1420 ♦ www.pwlabinc.com ♦ pwlabinc@hotmail.com

Report #: 5

Date: October 24, 2023

Grain Size Analysis



Boulders Cobbles	Coarse Gravel	Medium Gravel	Fine Gravel	Coarse Sand	Medium Sand	Fine Sand	Silt	Clay
---------------------	------------------	------------------	----------------	----------------	----------------	--------------	------	------

228 76.2 25.4 9.52 2.0 0.59 0.25 0.074 0.002 mm

9 in. 3 in. 1 in. 3/8 in. No. 10 No. 30 No. 60 No. 200

Project #:	L-23008
Project Title:	Laboratory Testing - Brighton Avenue Paving Project - Syracuse, N.Y. (Parratt-Wolff Project #23110A)
Laboratory I.D. #:	44105
Boring I.D.:	B-6
Sample I.D.:	S-3
Depth (Feet):	4 - 5.7
ASTM Test Method	
Sieve Analysis (ASTM D422 & D1140)	
Hydrometer Analysis (ASTM D422)	



TEST BORING LOG

5879 Fisher Road
East Syracuse, NY 1305

PROJECT Brighton,Ave

LOCATION Syracuse, NY

GROUNDWATER DEPTH
WHILE DRILLING No Water

BEFORE CASING
REMOVED

AFTER CASING
REMOVED

CASING TYPE 3.25 Augers 2" split spoons

HOLE NO. B-
JOB NUMBER: 23110.
SURF. EL.

DATE STARTED: 10/09/2
DATE COMPLETED: 10/09/2

N - NO. OF BLOWS TO DRIVE SAMPLER 12" W/140# HAMME
FALLING 30" - ASTM D-1586 STANDARD PENETRATION TES

C - NO. OF BLOWS TO DRIVE CASING 12" W/ # HAMME
FALLING "/ OR PERCENT CORE RECOVERY

SHEET 1 OF 1

DEPTH	SAMPLE DEPTH	SAMPLE NO.	Rec	SAMPLE DRIVE RECORD PER 6"	N	DESCRIPTION OF MATERIAL	STRATA CHANGE DEPTH
5.0	1.0' - 2.0'	1	12"	20 16		Asphalt Core C-5 10-inches thick Grey M-dense F-M gravel some F-C sand Brown moist soft silt some f-m sand	2.0
	2.0' - 4.0'	2	18"	6 5	8		
				3 2			
	4.0' - 6.0'	3	24"	3 2	5		
10.0				3 2		Bottom of boring 6' B-1 was was in the same location as C-5 due to buried utilities in it's original location	6.0
15.0							
20.0							
25.0							
30.0							
35.0							
40.0							



TEST BORING LOG

5879 Fisher Road
East Syracuse, NY 13057

PROJECT Brighton,Ave

LOCATION Syracuse, NY

GROUNDWATER DEPTH
WHILE DRILLING No Water

BEFORE CASING
REMOVED

AFTER CASING
REMOVED

CASING TYPE 3.25 Augers 2" split spoons

HOLE NO. B-2
JOB NUMBER: 23110A
SURF. EL.
DATE STARTED: 10/10/23
DATE COMPLETED: 10/10/23

N - NO. OF BLOWS TO DRIVE SAMPLER 12" W/140# HAMMER
FALLING 30" - ASTM D-1586 STANDARD PENETRATION TEST

C - NO. OF BLOWS TO DRIVE CASING 12" W/ # HAMMER
FALLING % OR PERCENT CORE RECOVERY

SHEET 1 OF 1

DEPTH	SAMPLE DEPTH	SAMPLE NO.	Rec	SAMPLE DRIVE RECORD PER 6"		N	DESCRIPTION OF MATERIAL	STRATA CHANGE DEPTH
5.0	1.0' - 2.0'	1	12"	10	19		Asphalt Core C-8 9-inches thick Grey M-dense F-M gravel some F-C sand Brown moist soft silt some f-m sand	2.0'
	2.0' - 4.0'	2	18"	14	16	33		4.0'
				17	16			
	4.0' - 6.0'	3	22"	8	8	15		
10.0				7	7			
	6.0' - 8.0'	4	24"	7	6	11		
				5	5			
	8.0'-10.0'	5	24"	2	3	5		
15.0	10.0'-12.0'	6	22"	3	3	6	Brown moist V-stiff silt and clay some F-M gravel	12.0'
				3	19			
	12.0'-14.0'	7	24"	17	21	40		
				19	30			
20.0	14.0'-14.6'	8	6"	42	50/0.1		Auger and spoon refusal 14.6' weathered rock in the nose of the spoon	14.6'
25.0								
30.0								
35.0								
40.0								



TEST BORING LOG

5879 Fisher Road
East Syracuse, NY 1305

PROJECT Brighton,Ave

LOCATION Syracuse, NY

GROUNDWATER DEPTH
WHILE DRILLING No Water

BEFORE CASING
REMOVED

AFTER CASING
REMOVED

CASING TYPE 3.25 Augers 2" split spoons

HOLE NO. B-
JOB NUMBER: 23110.
SURF. EL.

DATE STARTED: 10/12/2
DATE COMPLETED: 10/12/2

N - NO. OF BLOWS TO DRIVE SAMPLER 12" W/140# HAMME
FALLING 30" - ASTM D-1586 STANDARD PENETRATION TES

C - NO. OF BLOWS TO DRIVE CASING 12" W/ # HAMME
FALLING "/ OR PERCENT CORE RECOVERY

SHEET 1 OF 1

DEPTH	SAMPLE DEPTH	SAMPLE NO.	Rec	SAMPLE DRIVE RECORD PER 6"	N	DESCRIPTION OF MATERIAL	STRATA CHANGE DEPTH
5.0	0.0' - 2.0'	1	14"	12 10	13	Brown moist stiff to M-stiff silt little F-M sand trace F-m grave trace clay	
				3 3			
	2.0' - 4.0'	2	24"	3 5	9		
				4 5			
10.0	4.0' - 6.0'	3	22"	4 5	8		
				3 4			
	6.0' - 8.0'	4	24"	4 5	9		
				4 7			
15.0	8.0' - 8.6'	5	5"	19 50/1		Grey brown dry weathered rock	8.3 8.6
20.0						Auger and spoon refusal at 8.6' weathered rock in spoon nose	
25.0							
30.0							
35.0							
40.0							



TEST BORING LOG

5879 Fisher Road
East Syracuse, NY 13057

PROJECT Brighton, Ave
LOCATION Syracuse, NY

HOLE NO. B-4
JOB NUMBER: 23110A
SURF. EL.

GROUNDWATER DEPTH
/HILE DRILLING No Water

DATE STARTED: 10/11/23
DATE COMPLETED: 10/11/23

BEFORE CASING
REMOVED N - NO. OF BLOWS TO DRIVE SAMPLER 12" W/140# HAMMER
FALLING 30" - ASTM D-1586 STANDARD PENETRATION TEST

AFTER CASING
REMOVED C - NO. OF BLOWS TO DRIVE CASING 12" W/ # HAMMER
FALLING % OR PERCENT CORE RECOVERY

CASING TYPE 3.25 Augers 2" split spoons SHEET 1 OF 1

DEPTH	SAMPLE DEPTH	SAMPLE NO.	Rec	SAMPLE DRIVE RECORD PER 6"	N	DESCRIPTION OF MATERIAL	STRATA CHANGE DEPTH
5.0	1.0' - 2.0'	1	12"	18 36		Asphalt Core C-13 10-inches thick Brown black moist M-stiff silt some F/M gravel little F-C sand trace clay	2.0' 4.0'
	2.0' - 4.0'	2	18"	29 39			
				50/0.3			
	4.0' - 6.0'	3	18"	8 12	19		
10.0				7 7		Brown red moist V-stiff to hard silt some F-M gravel little F-C sand trace clay	14.0' 17.8'
	6.0' - 8.0'	4	24"	7 5	10		
				5 5			
	8.0'-10.0'	5	24"	4 3	7		
15.0				4 4			
	10.0'-12.0'	6	22"	6 8	18		
				10 12			
	12.0'-14.0'	7	24"	6 8	10		
20.0				2 4			
	14.0'-16.0'	8	19"	12 19	44		
				25 24			
	16.0'-17.8'	9	18"	25 40	78		
25.0				38 50/3			
30.0						Auger and spoon refusal 17.8' weathered rock in the nose of the spoon	
35.0							
40.0							



TEST BORING LOG

5879 Fisher Road
East Syracuse, NY 1305

PROJECT Brighton,Ave

LOCATION Syracuse, NY

GROUNDWATER DEPTH
WHILE DRILLING No Water

BEFORE CASING
REMOVED

AFTER CASING
REMOVED

CASING TYPE 3.25 Augers 2" split spoons

HOLE NO. B-
JOB NUMBER: 23110,
SURF. EL.

DATE STARTED: 10/11/2
DATE COMPLETED: 10/11/2

N - NO. OF BLOWS TO DRIVE SAMPLER 12" W/140# HAMMER
FALLING 30" - ASTM D-1586 STANDARD PENETRATION TEST

C - NO. OF BLOWS TO DRIVE CASING 12" W/ # HAMMER
FALLING % OR PERCENT CORE RECOVERY

SHEET 1 OF 1

DEPTH	SAMPLE DEPTH	SAMPLE NO.	Rec	SAMPLE DRIVE RECORD PER 6"	N	DESCRIPTION OF MATERIAL	STRATA CHANGE DEPTH
5.0	0.0' - 2.0'	1	22"	8 8	25	Brown moist stiff to dense silt F-M gravel and F-C sand	4.0 4.5
				17 25			
	2.0' - 4.0'	2	18"	12 14	9	Brown grey V/dense weathered rock	
				17 30			
	4.0' - 4.5'	3	3"	51 50/1			
10.0						Auger and spoon refusal at 4.5' weathered rock in spoon nose	
15.0							
20.0							
25.0							
30.0							
35.0							
40.0							



TEST BORING LOG

5879 Fisher Road
East Syracuse, NY 13057

PROJECT Brighton,Ave

LOCATION Syracuse, NY

GROUNDWATER DEPTH
WHILE DRILLING No Water

BEFORE CASING
REMOVED

AFTER CASING
REMOVED

CASING TYPE 3.25 Augers 2" split spoons

HOLE NO. B-6
JOB NUMBER: 23110A
SURF. EL.
DATE STARTED: 10/10/23
DATE COMPLETED: 10/10/23

N - NO. OF BLOWS TO DRIVE SAMPLER 12" W/140# HAMMER
FALLING 30" - ASTM D-1586 STANDARD PENETRATION TEST

C - NO. OF BLOWS TO DRIVE CASING 12" W/ # HAMMER
FALLING % OR PERCENT CORE RECOVERY

SHEET 1 OF 1

DEPTH	SAMPLE DEPTH	SAMPLE NO.	Rec	SAMPLE DRIVE RECORD PER 6"		N	DESCRIPTION OF MATERIAL	STRATA CHANGE DEPTH
5.0	1.0 - 2.0	1		14	17		Asphalt core C-17 10-inches thick	2.5'
	2.0' - 4.0'	2	18"	8	6	9	Grey moist M-dense F-m gravel some f-c sand	
				4	4		Brown moist stiff silt some F-C sand f-m	5
	4.0' - 5.7'	3	3"	3	8		gravel trace clay	5.7'
10.0				49	50/2		Brown grey V/dense weathered rock	
15.0							Auger and spoon refusal at 5.7'	
							weathered rock in spoon nose	
20.0								
25.0								
30.0								
35.0								
40.0								



TEST BORING LOG

5879 Fisher Road
East Syracuse, NY 13057

PROJECT Brighton,Ave

LOCATION Syracuse, NY

GROUNDWATER DEPTH
WHILE DRILLING

BEFORE CASING
REMOVED

AFTER CASING
REMOVED

CASING TYPE

HOLE NO. C-1 - C18

JOB NUMBER: 23110A

SURF. EL.

DATE STARTED: 10/09/23

DATE COMPLETED: 10/11/23

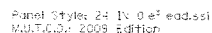
N - NO. OF BLOWS TO DRIVE SAMPLER 12" W/140# HAMMER
FALLING 30" - ASTM D-1586 STANDARD PENETRATION TEST

C - NO. OF BLOWS TO DRIVE CASING 12" W/ # HAMMER
FALLING %/ OR PERCENT CORE RECOVERY

SHEET 1 OF 1

DEPTH	SAMPLE DEPTH	Rec	SAMPLE DRIVE RECORD PER 6"	N	DESCRIPTION OF MATERIAL	STRATA CHANGE DEPTH
5.0			Core #		Date 6" diameter Asphalt core thickness	
			C-1		10/9/2023 12"	
			C-2		10/9/2023 12.5"	
			C-3		10/9/2023 9"	
10.0			C-4		10/9/2023 10"	
			C-5		10/9/2023 10"	
			C-6		10/9/2023 10"	
			C-7		10/9/2023 11"	
15.0			C-8		10/9/2023 9"	
			C-9		10/10/2023 12"	
			C-10		10/10/2023 12"	
			C-11		10/11/2023 12"	
20.0			C-12		10/11/2023 12"	
			C-13		10/11/2023 10"	
			C-14		10/10/2023 12"	
			C-15		10/10/2023 11"	
25.0			C-16		10/11/2023 11"	
			C-17		10/10/2023 10"	
			C-18		10/11/2023 16"	
30.0					All core locations backfilled with D.O.T approved ashpalt patch.	
35.0					All borings back filled with cuttings and topped with ashpalt patch or top soil to match surroundings.	
40.0						

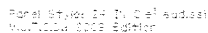
1:20



Letter locations are panel edge to lower left corner

[illegible][illegible]

1:20



Letter locations are panel edge to lower left corner



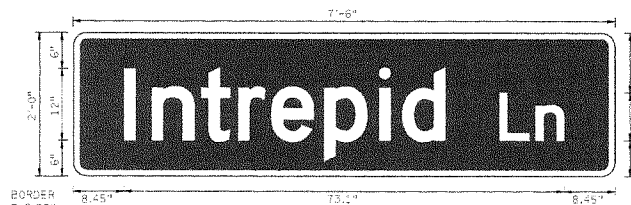
Department of
Transportation

SECTION 3

LOCATION NUMBER(S):				
MUTCD NUMBER: D3-1				
WIDTH X HEIGHT: 10'-0" x 2'-0"				
SIGN AREA:		20 Sq.Ft.		
MOUNTING:		Overhead		
BACKGROUND COLOR:		Green		
LEGEND/BORDER COLOR: White / White				
SYMBOL ROT X Y WID HT				

[illegible]

1:20



BORDER
R=0.25"
TH=1"

Panel Style: 24 IN 3rd ed. ss
M.U.T.C.D.: 2009 Edition

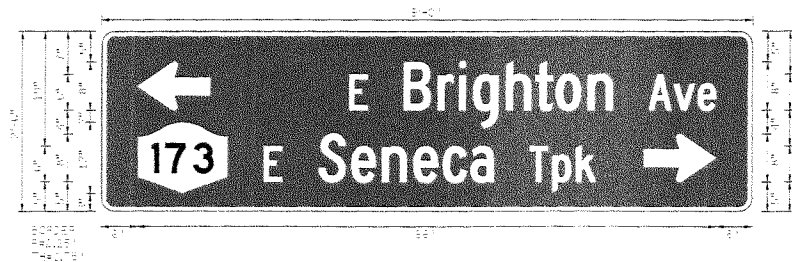
Panel Style: 24 IN Overhead.ssi
Dimensions are in Inches.tenths

Letter locations are panel edge to lower left corner

 NEW YORK DEPARTMENT OF TRANSPORTATION	Department of Transportation	REGION 3
	LOCATION NUMBER(S):	
MUTCD NUMBER: D3-1		
WIDTH X HEIGHT: 7'-6" x 2'-0"		
SIGN AREA: 15 Sq.Ft.		
MOUNTING: Overhead		
BACKGROUND COLOR: Green		
LEGEND/BORDER COLOR: White / White		

[illegible][illegible]

1:20



Final Styles: γ $\log_{10}(\text{rate}^2 \times \text{rate} \times \text{rate})$ $\log_{10}(\text{rate}^2 \times \text{rate})$
 $\log_{10}(\text{rate}^2 \times \text{rate})$ $\log_{10}(\text{rate}^2 \times \text{rate})$

Panel Style: guide_con_street_name_2-line_OS_2012.ssi
Dimensions are in inches tenths

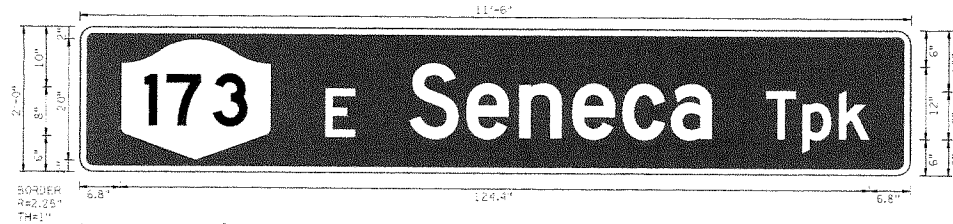
Letter locations are panel edge to lower left corner

	Department of Transportation		REGION 3		
	LOCATION NUMBERS:				
MUTCD NUMBER: D3-1 MOD					
WIDTH X HEIGHT: 9'-0" x 2'-8"					
SIGN AREA:		22.5 Sq.Ft.			
MOUNTING:		Overhead			
BACKGROUND COLOR:		Green			
LEGEND/BORDER COLOR: White / White					
SYMBOL	ROT	X	Y	WID	HT
AR_Type D	90	6	17	8	12
AR_Type D	270	90	6	8	12
M1.5_NY3	0	6	1.5	15	12

LETTER POSITIONS (X)

E	B	r	i	g	h	t	o	n	A	v	e		C 2000
41.08	50.14	55.82	59.34	61.66	67.18	71.98	75.42	80.7	90.78	94.92	98.94	60.92	6,86,84.6
E	S	e	n	e	c	a	T	P	k				C 2000
26.98	38.04	41.48	48.6	61.8	66.88	61.24	71.08	74.88	78.82			55.08	6,86,84.6

1:20

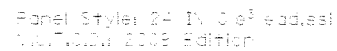


Panel Style: 24 IN Overhead.ssi
Dimensions are in inches tenths

	Department of Transportation	REGION 3
LOCATION NUMBER:		
MUTCD NUMBER: D3-1a		
WIDTH X HEIGHT: 11'-6" x 2'-0"		
SIGN AREA: 23 Sq.Ft.		
MOUNTING: Overhead		
BACKGROUND COLOR: Green		
LEGEND/BORDER COLOR: White / White		

[illegible][illegible]

1:20



Letter locations are panel edge to lower left corner



REGION 3

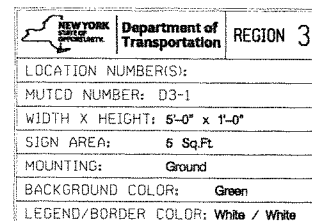
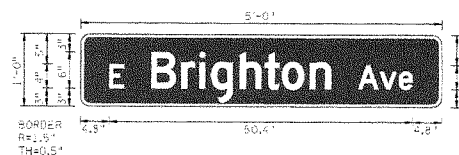
LEGEND/BORDER COLOR: White / White

LENGTH	SERIES/SIZE
--------	-------------

D 2000

89.84 129,86

1:20

[illegible]

Panel Style: g ida_con.stfect name_b_2012.ssi
M.U.T.C.D.: 2009 Edition

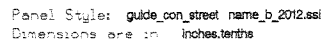
Panel Style: `guide_con_street` `name_b_2012.ssi`
Dimensions are in inches tenths

Letter locations are panel edge to lower left corner

[illegible]

```
FILE NAME = DGN$SPEC
DATE/TIME = DGN$SYTIME0123456
USER = DGN$USERNAME
```

1:20



Letter locations are panel edge to lower left corner

LETTER POSITIONS (X)

[illegible]

1:20



Panel Style: g ide_con_st³et name_b_2012.ssi
MULTI.C.D.: 2009 Edition

Panel Style: `guide_con_street` `name_b_2012.ssi`
Dimensions are in inches.tenths

Letter locations are panel edge to lower left corner

	Department of Transportation	REGION 3
LOCATION NUMBER(S):		
MUTCD NUMBER: D3-1		
WIDTH X HEIGHT: 7'-0" x 1'-0"		
SIGN AREA: 7 Sq.Ft.		
MOUNTING: Ground		
BACKGROUND COLOR: Green		
LEGEND/BORDER COLOR: White / White		

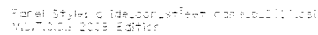
[illegible]

LENGTH	SERIES/SIZE
--------	-------------

[illegible]

```
FILE NAME = DGN$SPEC
DATE/TIME = DGN$SYTIME0123456
USER = DGN$USERNAME
```

1:20

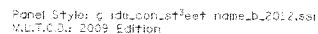


Letter locations are panel edge to lower left corner

	Department of Transportation	REGION 3
LOCATION NUMBER(S):		
MUTCD NUMBER: D3-1		
WIDTH X HEIGHT: 3'-0" x 1'-0"		
SIGN AREA: 3 Sq.Ft.		
MOUNTING: Ground		
BACKGROUND COLOR: Green		
LEGEND/BORDER COLOR: White / White		
* Minimums for Symbols and Dimensions are based on the following:		
SYMBOL	ROT	X Y WID HT

[illegible]

1:20

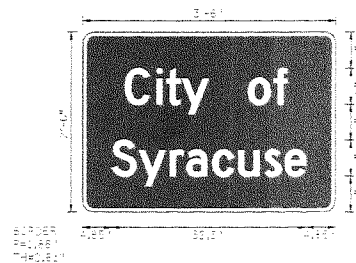


Letter locations are panel edge to lower left corner

[illegible][illegible]

SIGN DETAIL

1:20



Panel Style: g:\ds\con\destination\online\1011.ssi
MULTICAD 2009 editor

Panel Style: guide_con_destination_2-line_2012.ssi

Dimensions are in inches tenths

Letter locations are panel edge to lower left corner

	Department of Transportation	REGION 3
LOCATION NUMBER(S):		
MUTCD NUMBER: NY112-2a		
WIDTH X HEIGHT: 4'-0" x 2'-6"		
SIGN AREA: 10 Sq.Ft.		
MOUNTING: Ground		
BACKGROUND COLOR: Green		
LEGEND/BORDER COLOR: White / White		

SYMBOL	ROT	X	Y	WID	HT

LETTER POSITIONS (X)

LENGTH SERIES/SIZE

C	i	t	y	O	f
10.02	15.3	16.92	19.5	24.12	30.72
35.82					
S	y	r	a	c	u
7.86	12.36	17.58	20.28	24.6	28.86
33.24	36.6				

D 2000

27.96 64.5

D 2000

32.28 64.5