



CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF THE
**THE RTE 825-ROUNDAABOUT
CONSTRUCTION AT
PERIMETER ROAD PROJECT**

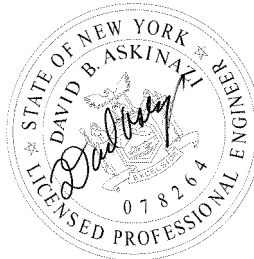
**GRIFFISS INTERNATIONAL AIRPORT
ONEIDA COUNTY
ROME, NEW YORK**



ONEIDA COUNTY CONTRACT No. H-AIR 085.56102
BID REFERENCE #2365

OWNER:
ONEIDA COUNTY
GRIFFISS INTERNATIONAL AIRPORT
660 HANGAR ROAD, SUITE 223
ROME, NY 13441
(315) 736-4171

ENGINEER:
C&S ENGINEERS, INC.
499 COL. EILEEN COLLINS BOULEVARD
SYRACUSE, NEW YORK 13212
(315) 455-2000



**BID DOCUMENTS
NOT FOR CONSTRUCTION**

November, 2025

David Askinazi, P.E. - N.Y.S.P.E. Lic. No. 078264

NO ALTERATION PERMITTED HEREIN EXCEPT AS PROVIDED UNDER SECTION 7209
SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

TABLE OF CONTENTS

ADVERTISEMENT

GENERAL INSTRUCTIONS TO BIDDERS

LISTING OF CONTRACT DOCUMENTS

IMPORTANT BIDDER INFORMATION

PROPOSAL (Separate Booklet)

ATTACHMENTS TO PROPOSAL

Non-Collusive Bidding Certificate

Resolution for Corporate Bidders

Iranian Energy Sector Divestment Statement

Certification of Compliance with the Iran Divestment Act

Contractor's Storm Water Pollution Prevention Plan Certification

Contractor's Recycling and Solid Waste Management Certification Form

New York State MWBE Participation

Certification for Receipt of Addenda

Statement of Surety's Intent

New York State Department of Labor Certificate of Contractor Registration

AGREEMENT

STANDARD ONEIDA COUNTY CONDITIONS

SECTION 80 - EXECUTION AND PROGRESS

SPECIAL PROVISIONS TO THE GENERAL CONTRACT PROVISIONS

EQUAL EMPLOYMENT OPPORTUNITY POSTER

STATE WAGE RATES

SPECIAL NOTE NEW YORK STATE DEPARTMENT OF LABOR PREVAILING WAGE RATES

PRIME CONTRACTOR'S CERTIFICATION (New York State Labor Law Section 220-A)

SUBCONTRACTOR'S CERTIFICATION (New York State Labor Law Section 220-A)

C-102.1 ATTACHMENT A TO C-102 (SWPPP)

SIGN FACE LAYOUTS

SPECIAL SPECIFICATIONS (LISTED BELOW)

INDEX OF DRAWINGS (LISTED BELOW)

SPECIAL SPECIFICATIONS

Item Number	Description
603.94001899	FURNISH AND INSTALL HDPE SANITARY PIPE-18"
603.940002007	FURNISH AND INSTALL HDPE PIPE (20" WATER MAIN)
604.07260011	CONNECTION TO EXISTING DRAINAGE FACILITIES
607.08100010	WOOD FENCE, 8FT HIGH
607.31030010	STEEL CHAIN LINK FENCE WITH TOP TENSION WIRE, 8 FT HIGH
607.62000010	REMOVING CHAIN LINK FENCE
607.91080002	EXTRUDED POLYVINYL CHLORIDE (PVC) PRIVACY FENCE
607.97000008	REMOVE AND RESET EXISTING FENCE
608.01020005	COLORLED AND IMPRINTED PORTLAND CEMENT CONCRETE SIDEWALK
608.21000003	CAST IRON EMBEDDED DETECTABLE WARNING UNITS
609.02090001	GRANITE CURB, TYPE T100
619.67020010	TEMPORARY HIGHWAY LIGHTING SYSTEM
627.50140008	CUTTING PAVEMENT
643.990199	PRECAST CONCRETE NOISE BARRIER SYSTEM
645.17030008	BREAKAWAY WOODEN SIGN POST, 4" X 4" SECTION WITH STEEL SLEEVE
645.52010110	GROUND-MOUNTED SIGN PANELS WITH HIGH VISIBILITY SHEETING AND NON-RETROREFLECTIVE SHEETING WITHOUT Z-BARS
645.52020110	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF WITH HIGH VISIBILITY SHEETING, NON-RETROREFLECTIVE SHEETING AND POWDER COATED STIFFENERS, BRACKETS AND MISCELLANEOUS HARDWARE
645.81090003	RETROREFLECTIVE SIGN POST STRIP
647.83001002	REMOVAL AND DISPOSAL OF DELINEATORS AND/OR REFERENCE MARKERS WITH OR WITH OUT POSTS
655.16000011	REMOVE AND DISPOSE OF FRAMES AND GRATES
660.78180099	DIRECTIONAL DRILLING HDPE SANITARY PIPE - 18"
660.78200099	DIRECTIONAL DRILLING HDPE WATER MAIN – 20"
663.10050007	BLOWOFF HYDRANT
663.52000004	REMOVE EXISTING WATER VALVE BOX
670.03070008	REMOVING AND DISPOSING EXISTING LIGHTING PULLBOX
670.15020004	FURNISH AND INSTALL DECORATIVE STREET LIGHTING POLE
670.15094510	TYPE P ALUMINUM LIGHT STANDARD 23 LF -29 1/2 LF POLE,14 3/4 LF SINGLE DAVIT ARM
680.79490010	REMOVE TRAFFIC SIGNAL PULLBOXES
680.82252310	RECTANGULAR RAPID FLASHING BEACON (RRFB) ASSEMBLY - TWO FORWARD BEACONS, SOLAR POWERED
680.82254310	RECTANGULAR RAPID FLASHING BEACON (RRFB) ASSEMBLY - FOUR BEACONS, SOLAR POWERED
685.07200X10	EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK (WET NIGHT VISIBILITY SPHERES)

CONTRACT DRAWINGS

INDEX OF DRAWINGS		
SHEET NO.	DESCRIPTION	DRAWING NO.
1	COVER SHEET	COVER
2	INDEX AND ABBREVIATIONS	IND-01
3 - 4	LEGEND	LEG-01 TO LEG-02
5 - 6	GENERAL NOTES	GEN-01 TO GEN-02
7	EROSION CONTROL NOTES	ECN-01
8-13	EROSION CONTROL AND GRADING PLANS	ECG-01 TO ECG-06
14-27	WORK ZONE TRAFFIC CONTROL	WZTC-01 TO WZTC-14
28-33	TYPICAL SECTIONS	TYP-01 TO TYP-06
34-36	BASELINE TIES AND BENCHMARK TABLE	BLT-01 TO BLT-03
37-41	ROADWAY GEOMETRY PLANS	RGP-01 TO RGP-05
42	ROADWAY GEOMETRY TABLES	RGT-01
43	MAINTENANCE JURISDICTION PLAN AND TABLE	MJ-01
44 - 44A	MISCELLANEOUS DETAILS	MSD-01 AND MSD-02
45-53	MISCELLANEOUS TABLES	MST-01 TO MST-09
54-60	PLANS	PLN-01 TO PLN-07
61-64	PROFILES	PRO-01 TO PRO-04
65-67	CURB RAMP DETAILS	CRD-01 TO CRD-03
68-75	UTILITY, LIGHTING AND DRAINAGE PLANS	UT-01 TO UT-08
76	LANDSCAPING PLANS	LAP-01
77	LANDSCAPING DETAILS	LAD-01
78-84	NOISE BARRIER PLANS	NB-01 TO NB-07
85-89	SIGNAGE AND PAVEMENT MARKINGS	SPM-01, SPM-02A, SPM-02B, SPM-03, SPM-04

END OF TABLE OF CONTENTS

ADVERTISEMENT - INVITATION TO BID

Sealed Proposals, subject to the conditions contained herein will be received by Oneida County Department of Aviation, at the Griffiss International Airport Terminal Building, 660 Hangar Road, Suite 223, Rome, NY 13441 until **December 19, 2025 at 1:30 pm** then publicly opened and read aloud for furnishing all labor and materials and performing all work for:

BID REF No. 2365

RTE 825-ROUNDBOUT CONSTRUCTION AT PERIMETER ROAD INTERSECTION GRIFFISS INTERNATIONAL AIRPORT ONEIDA COUNTY, ROME, NEW YORK

This project involves the construction of a 2-lane roundabout at the intersection of NYS Route 825 and Perimeter Road in support of the Oneida County "Triangle Development" project at the Griffiss International Airport in Rome NY. The adjacent land development project is called the Triangle Development project because the portion of the land that is under consideration for development is essentially a triangular shaped parcel owned by the Oneida County Airport. The land development project will generate additional traffic at the NYS Route 825 and Perimeter Road intersection, and this project will mitigate the impacts of the additional traffic. Elements of this project include but are not limited to full depth pavement reconstruction, roundabout construction, new storm drainage installation, temporary on-site detour with temporary lighting and temporary traffic signal, precast concrete wall installation, new street lighting system, new sanitary force main installation using direct drilling techniques, new water main installation using direct drilling techniques, adjacent parking lot construction, new concrete sidewalks, asphalt hike and bike trail, new traffic signs, pavement markings and landscaping.

Electronic PDF copies of the Contract Documents may be obtained at no expense from C&S Engineers, on behalf of the purchasing department, starting on **November 13, 2025 at 9:00am**. To initiate the process, please contact Rita Fendick at rfendick@cscos.com, 315-703-4127. C&S will record your organization's name, contact name, address, telephone number, and email address as part of the plan holders list. Once the required information is recorded, the contact will receive an email with the attached documents or a download link dependent upon file size. The Bidder will be responsible for any and all printing and shipping costs of plans and specifications, and selection of a printing company, as deemed necessary in order to prepare their Bid. If your bid documents request is not fulfilled within 24 hours, alternatively contact daskinazi@cscos.com, Phone: (585)-507-6568.

Bids must be submitted upon the proposal form(s) furnished, and the entire proposal booklet must be submitted in order. A deposit in the amount of 5% of the bid will be required. This deposit shall consist of a bid bond or certified check payable to the COUNTY OF ONEIDA. Failure to submit a bid bond or certified check with bid will result in automatic disqualification of bid. Failure to submit a bid upon the proposal form(s) in the proposal book furnished by the Oneida County will result in automatic disqualification of bid. Performance and Material & Labor payment bonds will be required for an amount not less than 100% of bid price. Packages containing bids must be sealed marked and addressed to the Director of Purchasing, Griffiss International Airport, 660 Hangar Road, Suite 223, Rome, NY 13441. Also mark on the envelope or package the Bid Reference Number and project title.

Any inquires regarding the Contract Documents must be directed in writing to David Askinazi, P.E. of C&S Engineers, Inc., 100 S. Clinton Ave., Rochester, NY 14604, Phone: (585)-507-6568, Email: daskinazi@cscos.com.

A pre-bid conference has been scheduled in order to review the specific requirements of this contract. All prospective bidders are encouraged to attend. The pre-bid conference is scheduled for **November 20, 2025 at 9:00 am** at the Oneida County Department of Aviation, Griffiss International Airport, 660 Hangar Road, Suite 223 (second floor), Rome, NY 13441. Optional Microsoft Teams virtual meeting link: [Join the meeting now](#), Meeting ID: 295 622 973 228 0, Passcode: db3v5RT9

The Owner reserves the right to revise or amend the Contract Documents prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by addenda to this advertisement. If the owner determines a revision or addendum is required, the revision or addendum will be provided to all plan holders at least 5 business days prior to the bid opening. The owner also reserves the right to reject all bids received. The County of Oneida, in order to promote its established Affirmative Action Plan, invites sealed bids from minority groups. This Affirmative Action Policy regarding sealed bids and contracts applies to all persons without regard to race, color, creed, national origin, age, sex or handicap. This contract is subject to compliance with Article 8 of the New York State Labor Law regarding prevailing rate of wages.

Date: **December 3, 2025**

Alfred A. Barbato, Director of Purchasing

GENERAL INSTRUCTION TO BIDDERS

1. Sealed bids will be received by the Oneida County Director of Purchasing at Griffiss International Airport, Terminal Building, 660 Hangar Road, Suite 223. Rome, NY, 13441 in accordance with the published invitation for bids.
2. The sealed bids, subject to the conditions contained herein, will then be publicly opened and read aloud. All bidding must be on the forms furnished by the Director of Purchasing.
3. A Performance Bond will be required of the successful bidder.
4. **Notice of Project Under New York State Labor Law 220-i.** This request for bids is for a public works project and for a covered project subject to Labor Law § 220-i. No contractor may bid for this contract unless it is registered with the Department of Labor. No subcontractor may begin work upon this public work unless it is first registered with the Department of Labor. **Each bidder must submit its Department of Labor-issued certificate of registration with its bid. The County will reject any bid not accompanied by a certificate of registration for the contractor.**
5. All delivery charges must be included in the bid price.
6. No combination bid on any units will be accepted and each unit must be bid separately. Quantities shown on the Bidding Sheet are approximate only. The contract shall be for the quantities actually ordered during the contract period.
7. Any material delivered by a bidder, which is not in accordance with specifications or is otherwise unsatisfactory, in the opinion of the department, may be retained and, if necessary, used until it is replaced with satisfactory material.
8. Except for causes not in the control of the bidder, no request for postponement of the date of delivery, or completion, shall be considered. The Director of Purchasing reserves the right to postpone and may do so as circumstances require.
9. When specified, bid bond or certified check must accompany the bid; the same must be made out to the **County of Oneida**. Failure to submit bid bond or certified check when specified will result in automatic disqualification of bid.
10. The County is not subject to tax; the County will sign exemption certificates when required.
11. Bidders are warned that all deliveries are to be new, unused and first quality. No rejects, "seconds" or otherwise imperfect or low quality material will be acceptable.
12. For the sake of simplicity in drawing the accompanying specifications, manufacturers name or catalog numbers may have been used. In all such cases, they are well known manufacturers whose catalogs are readily available to all bidders. The use of particular manufacturers' names or numbers is not intended to restrict bidding or bar the equal or superior product of other manufacturers. Dimensions given are approximate and bidders are to verify all figures.
13. If a date is stated in the specifications, all deliveries and installations shall be completed by said date.
14. When reference is made to the New York State Department of Transportation specifications and/or the State of New York, Division of Standards and Purchase Specifications in the specification of any item,

a copy of such specifications may be examined in the office of the Director of Purchasing or by visiting the NYSDOT website: www.dot.ny.gov.

15. The Director of Purchasing reserves the right to make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Director of Purchasing all such information and data for this purpose as he may request, including, but not limited to, the name and address of the manufacturer of the articles quoted on. The Director of Purchasing also reserves the right to reject any bid if the evidence submitted by, or the investigation of, such bidder fails to satisfy the Director of Purchasing that such bidder is qualified to carry out the obligations of the bid or to complete the deliveries contemplated therein.
16. The Director of Purchasing reserves the right to consider informally a bid not prepared and submitted in accordance with the provisions of these specifications, or to waive informalities in any bid as received. The Director of Purchasing also reserves the right to reject any and all bids, as in the best interests of Oneida County, without cause.
17. A successful Bidder, upon his failure or refusal to execute a Performance Bond, if required, within five days after he has been notified of the acceptance of his bid, shall forfeit to the County as liquidated damages for such failure or refusal, the security deposited with this bid (if a security was required with the bid).
18. No bidder may withdraw their bid within forty-five days after the bids are opened but may withdraw their bid at any time prior to the closing time for the reception of bids.
19. Alternate proposed items shall fulfill the requirements of the basic specifications in function, type, materials, construction, color, and finish. If bid differs from specifications, brochures or cuts should be submitted with the bid.
20. In submitting this bid, the bidder declares that he is, or they are, the only person or persons interested in said bid, that it is made without any connection with any person making another bid for the same materials, and that the bid is in all respects fair and without collusion, fraud, or mental reservation.
21. In submitting this bid, any bidder subject to the provisions of Article 18 of the General Municipal Law and/or the Ethics Law of the County of Oneida declares that he, she or they shall comply with the same.
22. The Bidder to whom a contract shall be let, granted or awarded is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract to any other person or corporation, except as provided in Section 109 of the NYS General Municipal Law.
23. No bid for materials, supplies, equipment or services may be accepted from, or contract therefor awarded to, any person who is in arrears in taxes or upon debt or contract to or with the County or who has defaulted as a surety or otherwise upon a contract or obligation to the County, or who may be otherwise disqualified under any act of the legislature not inconsistent with the Oneida County Charter or Oneida County Administrative Code.
24. The Bidder agrees to make no claim for damages for delay occasioned by an act or omission of the County of Oneida.
25. Pursuant to NYS Labor Law, Article 8, Sec. 220-a, the following is required: Every Bidder and/or contractor and subcontractor, shall submit to the department of jurisdiction (Oneida County Purchasing, 800 Park Avenue, Utica, NY 13501) within thirty days after issuance of its first payroll, and every thirty

days thereafter, a transcript of the original payroll record, as provided by this Article, subscribed and affirmed as true under the penalties of perjury, as long as this contract is in place.

25. Pursuant to NYS General Municipal Law Section (103)(3) & (16), as well as Section 104, it is the intent of this Invitation To Bid that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting bid award. All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment to the successful bidder directly. The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term thereunder by the successful bidder and the participating entities will be borne and is expressly assumed by the successful bidder and the participating entities and not by Oneida County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful bidder, Oneida County specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this bid.
26. By signing and submitting a bid, the bidder acknowledges, agrees with and accepts each and every provision of these instructions, as well as each and every provision of the item specifications. The signature and submission of a bid constitutes a declaration and certification that the bidder can furnish the materials, equipment, and/or services required satisfactorily in complete compliance with the specifications.
27. The proposal must be made out in the corporate or other entity name of the bidder and must be fully and properly executed by an authorized person.
28. Awards will be made to the lowest responsible bidder as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of materials or equipment to be furnished, their conformity with the specifications, the purpose for which required, and the terms of delivery.
29. Where pricing is described in both words and numerals, the words will govern.
30. It is understood and agreed that in questions of interpretation in the specifications, the Purchasing Director shall expressly have the right to determine the meaning and shall control the decision, and such decision shall be binding and final.

END OF GENERAL INSTRUCTIONS TO BIDDERS

LISTING OF CONTRACT DOCUMENTS

The contract documents for this project consist of the following items:

1. "Proposal for THE RTE 825-ROUNDAABOUTCONSTRUCTION AT PERIMETER ROAD PROJECT, GRIFFISS INTERNATIONAL AIRPORT, ONEIDA COUNTY, ROME, NEW YORK", dated November 2025
2. New York State Department of Transportation "Standard Specifications – Construction and Materials – US Customary Units" with addenda and modifications current as of the date of the project advertisement
3. Plan Set – Sheets 1 through 89

IMPORTANT BIDDER INFORMATION

The pages in this proposal are lettered or numbered consecutively. In the event that any pages are missing or are illegible, a replacement copy shall be furnished free of charge upon request. The pages in the plans (if applicable) are also lettered or numbered. In the event that any pages are missing or illegible, a replacement copy shall be furnished free of charge upon request.

1. Familiarize Yourself with the Standard Specifications. The current NYSDOT Standard Specifications are stipulated on the front cover of this Project Proposal. Standard Specifications may be accessed at: <https://www.dot.ny.gov/main/business-center/engineering/specifications/busi-e-standards-usc>. Be certain you access the correct edition of the Standard Specifications.

2. Procurement Lobbying Law. NYS Finance Law restricts communication with **Sponsor** personnel on procurements; contact can only be made with designated persons. Contact with non-designated persons or other involved Agencies may result in disqualification. Contacts are: for technical questions, the Responsible Local Official (RLO) or his/her designate shown on The Project Title Sheet.

3. Bonds. Statutes require that a low bidder file both a Performance Bond and a Labor and Material Bond for the full amount of the contract. Arrangements should be made with a Surety prior to submitting a bid. Failure to secure bonding could result in the loss of your bid deposit. See §103-03 *Contract Bonds*.

4. Bid Security. Every bid must be accompanied by a bid bond, certified check, bank cashier's check, or an irrevocable standby letter of credit from a bank payable to the Sponsor. The bid security must be in the sum of 5% of the total bid.

5. Do Not Alter the Bid Proposal Unless Directed to Do So by Amendment. Unauthorized alterations could lead to your bid being declared informal. See §102-05 *Proposal Submission*.

6. The Contractor is responsible for ensuring that all Amendments have been incorporated into its bid.

7. Bid on All Items and Sign the Bid. No zero-dollar bids will be allowed for any item. See §102-05 *Proposal Submission*.

8. Bids should be submitted to the Sponsor in a sealed envelope prominently labeled "BID ENCLOSED" and addressed to the Sponsor with, The Company Name, Street Address, Federal Identification Number, Project Number and Project Description should be clearly marked on the envelope. The same Federal Identification number should be used on both the envelope and the Plan holders List. Low bidders must have a current NYS Vendor Responsibility Questionnaire For-Profit Construction (CCA-2) on file or submit one within 10 days of receipt of the contract. Questionnaires are available at: <https://www.dot.ny.gov/bids-and-lettings/construction-contractors/general-info>.

9. Eligibility to bid on this contract is not subject to residence or geographic restrictions.

10. New York State prevailing wage rates, shall apply to this contract.

**CONTRACTOR'S EXECUTED PROPOSAL SECTION TO BE INSERTED AFTER AWARD
AS PART OF THE CONFORMED CONSTRUCTION DOCUMENTS**

(The Proposal Section is a separate bound document and must be entirely completed and submitted)

AGREEMENT

THIS AGREEMENT, in 3 original copies, made and entered into this _____ day of _____, 20____, by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York with its principal offices located at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as "Owner"), and _____, a _____ organized and existing under the laws of the State of _____ with its principal offices located _____ (hereinafter referred to as "Contractor").

WITNESSETH: That the parties hereto, each in consideration of the agreements on the part of the other herein contained have mutually agreed and hereby mutually agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves and its successors, his or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement the Contractor shall construct the:

RTE 825-ROUNABOUT CONSTRUCTION AT PERIMETER ROAD INTERSECTION

Article 2. In consideration of the payments to be made as hereinafter provided, and of the performance by the Owner of all of the matters and things to be performed by the Owner as herein provided, the Contractor agrees, at his or its own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment, necessary to complete in good, substantial workmanlike and approved manner, the work described under Article 1 hereof, within the time hereinafter specified and in accordance with the terms, conditions and provision of this Agreement and the Contract, and with the instructions, orders and direction of the Engineer made in accordance with the Contract.

Article 3. The Owner agrees to pay, and the Contractor agrees to accept as full compensation for all work done, and materials furnished, and also for all costs and expenses incurred and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the suspension or discontinuance of the work as herein specified, and for faithfully completing the work, and the whole thereof, as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Bid hereto attached.

- 3.1 The Owner will pay Contractor for completion of the Work in accordance with the Contract for the Total Base Bid and _____: in the amount of \$_____, hereby identified as the Contract Price, as shown in the Contractor's Proposal, with discrepancies corrected in accordance with Award and Execution of Contract Section 30-01 "Consideration of Proposals" and 30-02 "Award of Contract" if applicable.

Article 4. CONTRACT DOCUMENTS. The following documents shall constitute integral parts of this Agreement, the whole to be collectively known and referred to as the Contract: Advertisement; General Provisions; Bid; this Agreement; Special Provisions; Contract Drawings; and all interpretations of or addenda to the Contract documents issued by the Owner or the Engineer with the approval of the Owner. The Table of Contents, headings and titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract documents and in no way effect, limit or cast light on the interpretation of the provisions to which they refer.

Article 5. If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of the Contract, according to the true intent and meaning thereof, then the Owner may make

use of any or all remedies provided in that behalf in the Contract or in law and shall have the right and power to proceed in accordance with the provisions thereof.

Article 6. The following alterations and addenda have been made and included in the Contract before it was signed by the parties thereto:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement, in three original copies, the day and year first above written.

OWNER:

By: _____ (SEAL)
Hon. Anthony J. Picente, Jr.
Oneida County Executive

CONTRACTOR: _____

By: _____ (SEAL)

Print Name: _____

Title: _____

AGREEMENT
(ACKNOWLEDGMENT OF OFFICER OF OWNER ATTESTING CONTRACT)

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

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared Anthony J. Picente, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

AGREEMENT
(ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION)

STATE OF _____}
 } ss:
COUNTY OF _____}

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public, personally, came and appeared _____ to me known, who being by me duly sworn, did depose and say that he resides at _____; that he / she is the _____ of _____, the corporation described in which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

**AGREEMENT
(ACKNOWLEDGMENT OF CONTRACTOR, IF OTHER THAN A CORPORATION)**

STATE OF _____ }
COUNTY OF _____ } SS:

On the _____ day of _____ in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

**AGREEMENT
(CERTIFICATE OF OWNER'S ATTORNEY)**

I, the undersigned, _____, the duly authorized and acting legal representative of the Owner, do hereby certify as follows:

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

Owner's Attorney

Date

END OF AGREEMENT

STANDARD ONEIDA COUNTY CONDITIONS

The County of Oneida ("County") and _____ ("Contractor"), for good consideration, agree to be bound by the following clauses which are hereby made a part of the foregoing Agreement:

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- ii. 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
 - i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract 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;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or

local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

- 1) The dangers of drug abuse in the workplace;
- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes

by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

Intersection of NYS Route 825 and Perimeter Road, Oneida County NY,

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as “HIPAA,” as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County’s clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 - i. The Contractor may use and disclose protected health information for the Contractor’s own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and

limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
 - i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the

Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract 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, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, 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; and (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. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii)

the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of any Addendum, the terms of the Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during

the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action

as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

21. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 220-i

If this contract is for a public works project and is a covered project as set forth in Labor Law § 220-i, the Contractor shall at all times comply with, and shall require its subcontractors (if any) to comply with, Labor Law § 220-i. The Contractor and its subcontractors (if any) shall at all times be registered by the Department of Labor as set forth in Labor Law § 220-i. Should the registration of the Contractor or its subcontractors (if any) lapse during the term of the contract or subcontract, the Contractor and its subcontractors shall be subject to Labor Law § 220-i(5). Should a Contractor or subcontractor be determined by the Department of Labor to be unfit to be registered by the Department of Labor during the term of the contract or subcontract, then its work may continue only if a monitor is appointed to oversee the work completed at the sole expense of the Contractor or its subcontractor, as applicable. Such monitor must be approved by the Department of Labor.

END OF STANDARD ONEIDA COUNTY CONDITIONS

Section 80 Execution and Progress

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least 25 percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within one day of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the project proposal for each work area and shall include the project start date and end date.

80-03.1 Requirements.

- A.** Nomenclature and Definitions
- B.** Preconstruction Schedule Meeting
- C.** Baseline Schedule Development
- D.** Progress Schedule Update
- E.** Schedule for Submittals

80-03.1.A Nomenclature and Definitions

Actual Start date- At the task level, the Actual Start date represents the point in time that meaningful work actually started on a task.

Actual Finish date - At the task level, the Actual Finish date represents the point in time that work actually ended on a task.; At the Project level, the Actual Finish date represents the point in time that the Contractor completes all Work in accordance with the time standards described in the CSPP.

Baseline Progress Schedule - The Progress Schedule submitted by the Contractor and accepted by the RPR that shows the plan to complete the construction contract work. The Baseline Schedule represents the Contractor's plan at the time of Contract Award for completing the Project.

Critical Path Method (CPM) – A network analysis technique used to predict Project duration by analyzing which sequence of tasks (which path) has the least amount of scheduling flexibility (the least amount of float or slack). A scheduling technique utilizing tasks, durations, and interrelationships/dependencies (logic), such that all tasks are interrelated with logic ties from the beginning of the project to the completion of the project. Early dates are calculated by means of a forward pass using a specified start date. Late dates are calculated by means of a backward pass starting from a specified completion date (usually the forward pass's calculated project early finish date).

Duration, Original - The original estimated number of Working Days (not including holidays or other nonworking periods) in which the work task associated with the task is expected to be performed. (The number of calendar days may be different based on the calendar assigned to the task.) For certain tasks such as concrete curing, or others approved by the RPR, the calendar shall reflect no non-working days.

Duration, Remaining - The estimated time, expressed in Working Days (not including holidays or other nonworking periods), needed to complete a task that has started but has not finished

Early Dates – The earliest date a task can start or finish based upon logic and durations. They are calculated by the software application when scheduling the project. Progress Schedules.

Final Baseline Progress Schedule @ Award - The original plan against which the Contractor's progress is measured. The Final Baseline Progress Schedule @ Award represents the original plan at the award of the Contract, of what is expected to happen. Once the Final Baseline Progress Schedule

@ Award is accepted by the RPR it is saved and used as a basis to compare against Progress Schedules Updates. (See also Section 80-3 of the FAA's General Provisions.)

Late Dates – The latest a task can start or finish without delaying the time standards contained in the CSPP.

Longest Path - The sequence of tasks through the Progress Schedule network that establishes the Milestones contained in the CSPP.

Look-Ahead Schedule – Commonly a one or two week time segment generated from the accepted Progress Schedule that forecasts the work planned for the one or two week period following the Status Date, and includes any major materials to be delivered anticipated shifts in Work Areas.

Milestone – A task with zero duration that typically represents a significant event, usually the beginning and end of the project, milestones set forth in the contract proposal, construction stages, a major work package, or the contract interim time-related clauses.

Notice to Proceed– The actual date the Contractor starts fieldwork of a contract pay item, which is entered as a Start milestone task in the schedule. Contractually no work may start until after the Contract is awarded by the Owner, and the Contractor has received a written Notice to Proceed.

Open End - The condition that exists when a task has either no predecessor or no successor, or when a task's only predecessor relationship is a finish-to-finish relationship or only successor relationship is a start-to-start relationship.

Predecessor – A task that is defined by Schedule logic to precede another task. A predecessor may control the Start Date or Finish Date of its successor.

Progress Schedule –Also referred to as the Project's Schedule.

Progress Schedule Update – Changes to the Progress Schedule that reflect the status of tasks that have commenced or have been completed, including the following items: (a) Actual Start date and or Actual Finish date as appropriate; (b) Remaining Duration for tasks commenced and not complete; and (c) Suspend or Resume dates for tasks commenced and not complete.

Progress Schedule Revision – Revisions to the Progress Schedule ensures it accurately reflects the current means and methods of how the Project is anticipated to progress, including modifications made to any of the following items: (a) changes in logic connections between tasks; (b) changes in constraints; (c) changes to task descriptions; (d) task additions or deletions; (e) changes in calendar assignments.

Project Scheduler – The person that is responsible for developing and maintaining the Progress Schedule.

Recovery Schedule – A schedule depicting the plan for recovery of significant time lost on the project. This separate CPM schedule submission shall provide the resolution and include appropriate changes in network logic, task and calendar adjustments.

Relationships - The interdependence among tasks relationships link a task to its predecessors and successors. Relationships are defined as:

- **Finish to Start** - The successor task can start only when the current task finishes.
- **Finish to Finish** – The finish of the successor task depends on the finish of the current task.
- **Start to Start** – The start of the successor task depends on the start of the current task.
- **Start to Finish** – The successor task cannot finish until the current task starts.

Slack (Float), Free - The amount a task can slip without delaying the immediate successor task. Free Float is the property of a task and not the network path. The Owner owns the Project's Free Slack (Float).

Slack (Float) Suppression - Utilization of zero free slack (float) constraints which allows a task to start as late as possible by using all of its' available free slack (float). This technique allows tasks to appear more critical than if the task's total float was based on early dates. Assigning zero free float prevents true sharing of total float between the Owner and the Contractor. Utilization of overly generous task durations and overly restrictive calendar non-working periods are also considered to cause slack (float) suppression.

Slack (Float), Total - The amount of time a task (or chain of tasks) can be delayed from its early start without delaying the contract completion date. Float is a mathematical calculation and can change as the project progresses and changes are made to the project plan. Total Slack (Float) is calculated and reported for each task in a network, however, Total Float is an attribute of a network path and not associated with any one specific task along that path. The Owner owns the Project's Total Slack (Float).

Status Date – The date used to update a project. The Status Date is used as the starting point to calculate the schedule.

Task- A discrete, identifiable task or event that usually has an expected duration, has a definable Start Date and/or Finish Date, and can be used to plan, schedule, and monitor a project.

Work Breakdown Structure (WBS) - A deliverable-oriented grouping of project elements, which organizes and defines the total scope of the project. Each descending level represents an increasingly detailed definition of project components or work packages.

Work Package - A deliverable that is a group of related tasks within a project at the lowest level of the work breakdown structure.

Work Day - A calendar day scheduled for active prosecution of contract work by the Contractor or the Contractor's representative. (See Section 10-65 of the FAA's General Provisions.)

80-03.1.B Preconstruction Schedule Coordination. The Contractor shall contact the RPR after notification they are the low bidder, but no later than two (2) Work Days following Contract award to coordinate schedule development. The purpose of this will be to discuss essential matters pertaining to the satisfactory scheduling of project tasks, and to resolve any known questions regarding interpretation of the contract requirements for this work. The Project Scheduler shall be prepared to discuss the following:

- The proposed hierarchical Work Breakdown Structure (WBS) for the Progress Schedules.
- The proposed Project calendars.
- The factors that the Contractor determines to control the completion of the project and any milestone task completion dates contained therein.
- File naming Procedures for submissions.

80-03.1.C Baseline Schedule Development. The Contractor shall prepare, furnish, and maintain a computer-generated Progress Schedule using the Critical Path Method on Microsoft Project scheduling software. The Contractor and the Owner shall use the Progress Schedule to manage the Work. No Work other than installation of the Engineer's Field Office, mobilization, procurement and administrative tasks, will be permitted to start until the RPR in writing has approved the Baseline Progress Schedule.

The purpose of the Progress Schedule, and scheduling provisions in the Contract, shall be to:

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- Ensure that the Contractor and the Owner have a detailed plan to complete the Project in accordance with time standards contained in the CSPP;
 - Provide a means of monitoring the progress of Work;
 - Aid in communication and coordination of tasks among all affected parties;
 - Analyze the effect of changed conditions on the time standards contained in the CSPP;
 - Analyze the impact of proposed Contract Amendments.
 - Establish a standard methodology for time adjustment analysis based on the principles of the Critical Path Method of scheduling, to analyze delays and resolve construction disputes concerning time;
 - Determine appropriate extensions or reductions of Contract Time.

In scheduling and executing the work, the Contractor shall:

- Sequence the Work to commensurate with the Contractor's abilities, resources and the Contract Documents. The scheduling of tasks is the responsibility of the Contractor.
- Ensure that Progress Schedules prepared by the Project Scheduler for submission to the Owner are in compliance with the Contract. The intent should be that Schedule submissions are timely, complete, accurate, and in compliance with the Contract.
- Communicate all Contract changes, and decisions or actions taken by the Contractor and all subcontractors, fabricators, etc., that effect the Progress Schedule to the Project Scheduler in a timely manner to allow appropriate development, maintenance, and update of the Progress Schedule.
- Include all Work contained in the Contract and all Work directed in writing by the RPR. Work tasks directed by the RPR to be added to the Contract shall be included in the next Monthly Progress Schedule submission.
- Assure that Progress Schedule Updates reflect the actual dates that work tasks started and were completed in the field.
- Break a schedule task into multiple tasks to reflect a discontinuity in the work if a work task is suspended in the field and restarted at a later date, and the break between when the Work was suspended to when it was resumed is significant compared to the original task duration.
- Ensure the Progress Schedule contains all Work constraints and Milestones defined in the Contract including the CSPP.
- Schedule the Work using such procedures and staging or phasing as required by the Contract. Work designated as part of separate stages may be performed concurrently with other stages where allowed by the Contract or where approved by the RPR. Failure by the Contractor to include any element of Work required by the Contract in the accepted Progress Schedule does not relieve the Contractor from its responsibility to perform such Work.

The schedule shall be developed utilizing the following elements:

- **Work Breakdown Structure (WBS)** - A multi-level hierarchal WBS shall be incorporated that provides a deliverable-oriented grouping of tasks and defines the total scope of the project. The Contractor shall develop a detailed project specific WBS for the RPR's review and approval prior to the development of the Baseline Schedule. The RPR shall make the final determination on the number of levels of the WBS, and how the tasks shall be grouped to represent the deliverables of the project. A minimum WBS shall consist of the following Levels (X)

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- PRECONSTRUCTION (1)
 - GENERAL(2)
 - SHOP DRAWING AND SUBMITTALS (2)
 - PROCUREMENT/FABRICATION/DELIVERY(2)
 - CONSTRUCTION (1)
 - WORK PHASE (2)
 - CONSTRUCTION COMPONENT (3) (earthwork, drainage, paving, etc.)
 - POST CONSTRUCTION(1)
 - PUNCHLIST (2)
 - DEMOBILIZATION (2)
 - PROJECT DOCUMENTATION (2)
 - **Task ID** - Include a unique identification number for each task. Task ID numbers shall not be changed, or reassigned for the duration of the contract.
 - **Task** - Clearly and uniquely define each task with a description of the work that is readily identifiable to inspection staff and the progress of each task can be measured.
 - **Milestone Tasks** – To the extent not specifically addressed in the CSPP, this term include tasks for all Contract milestones that define significant contractual events such as Contract Award, Notice to Proceed, Contractor Start Work, Substantial Completion, Contract Completion, and coordination points with outside entities such as utilities, the FAA, Time-Related Contract Provisions, etc.
 - **Task Durations** – Define the Original Duration of each task in units of whole work days. With the exception of submittal/procurement tasks, durations shall not exceed 15 work days unless approved by the RPR. Durations for RPR submittal reviews shall meet the requirements set forth in the contract documents. If requested by the RPR, the Contractor shall justify the reasonableness of planned task time durations.
 - **Relationships** - Clearly assign predecessors and successors relationships to each task, and assign appropriate logic ties between tasks (Finish to Start, Start to Start, Finish to Finish, etc.). Open-ended tasks are not permitted, with the exception of the first and last tasks in the schedule. Do not include inappropriate logic ties with Milestone Tasks (For a finish milestone task: a predecessor shall only be assigned a Finish to Finish logic tie, a successor shall only be assigned a Finish to Start or Finish to Finish logic tie. For a start milestone: a predecessor shall only be assigned a Finish to Start or Start to Start logic tie, a successor shall only be assigned with a Start to Start logic tie). Lag time may not exceed 10 days. The Contractor shall assign the “Contract Award Date” task as a predecessor to all Review and Approval type tasks to be performed by the RPR.
 - **Task Constraint Dates** – The Contractor shall not have any constrained tasks, with the exception of contractual dates, unless the RPR accepts such constraints in writing.
 - **Task Dates** – With the exception of contract Milestone dates, “Actual Start” and “Actual Finish” dates and “Start” and “Finish” dates, task dates shall be calculated by the Project scheduler tool within the scheduling software.
 - **Calendars** – Notwithstanding the Contractor’s assigned risk for delays due to weather (See Section Nos. 80-6 and 80-7 of the FAA’s General Provisions), use clearly defined calendars that account for expected seasonal weather conditions (including winter shutdown periods) and environmental permit requirements, for the planning and scheduling of tasks. Do not incorporate a task with a

description of “Winter Shutdown” that requires constraints rather utilize non-working periods utilizing a Base Calendar.

80-03-1.D Progress Schedule Update

In addition to the detailed schedule requirements for the submission of the Baseline Progress Schedule, the Contractor shall complete the following additional requirements for Monthly Progress Schedule submissions:

Durations – The Original Duration shall not be changed without prior written justification by the Contractor, and written approval by the RPR. The Contractor shall edit the Remaining Duration to reflect progress made on work tasks, and shall not use Duration percentage. If a proposed change to Original Duration is due to additional or changed work to the Contract, the Contractor shall instead add a task to reflect this additional work. The Contractor shall not use zero durations for Task Dependent tasks.

Started and Finished dates – For each task where work was begun during the Monthly reporting period, the Contractor shall check the box adjacent to Started and enter the date the work began. For each task where work was completed during the Monthly reporting period.

If the Contractor fails to submit the required Progress Schedule updates and revisions, the Contractor waives its rights to adjustments of time and related compensation for delays that accrue during the period in which the progress schedule has not been submitted in accordance with the detailed CPM scheduling requirements.

The Owner will have no liability for any subsequent Contractor time related disputes which occurred during the period of time in which the Contractor failed to submit monthly progress schedule updates and revisions in a timely manner.

80-03.1.E Schedule for Submittals.

Progress Schedule submissions will only be considered complete when all documents and data have been provided to the RPR. When preparing a formal submission of the Progress Schedule, the Contractor shall make a pdf of the current Progress Schedule and name it according to the file naming convention determined at the Preconstruction Scheduling Meeting.

- A.** Submittals shall be uploaded to a designated location on the Project FTP Site as directed by the RPR with sufficient time to allow for review.
- B.** Allow five (5) calendar days for review and turnaround of Progress Schedule submittals.
- C.** Monthly submission of updated Progress Schedule shall be completed prior to processing of monthly pay requisition.
- D.** Immediate Rejection of Progress Schedule submissions. The following deficiencies in a Contractor’s Progress Schedule submission shall be grounds for the immediate rejection by the RPR, without further review, analysis and/or comments.
 - Failure of the Project Scheduler to “schedule” the Project, as of the status date.
 - Any tasks without predecessors or tasks without successors, appearing in the Schedule with the exception of the first and last task in the schedule.
 - Any task constraints appearing in the Schedule that have not been approved in writing by the RPR, or that are not specifically allowed by this specification.
 - Any Tasks with Actual Dates > Status Date

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- Any Milestone Tasks with invalid relationships
 - Failure to have a clearly defined Critical Path from the Status Date to the last task in the schedule, using the Longest Path method. This would reflect logic errors in the project schedule.
 - If any of these deficiencies are found, the Contractor's submission shall be considered deficient, and RPR will notify the Contractor immediately.

No direct payment will be made for the coordinated construction schedule. The cost of creating, revising, maintaining, updating, etc. the coordinated construction schedule shall be included in the price of the bid for the various items of the Contract.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

80-04.1 Operational safety on airport during construction. Not Used.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed

immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of delivery.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
From Notice to Proceed to Substantial Completion*	\$4,000.00 per day	308 Calendar Days
From Substantial Completion to Final Completion including Winter Shutdown*	\$4,000.00 per day	180 Calendar Days

*Substantial completion shall be defined as the project reaching a state of completion whereby the traveling public can utilize the project as intended in its final configuration including final paving and the removal of any temporary features has been accomplished and the owner is capable of performing winter plowing and maintenance during winter shut down with a fully functioning drainage system and only minor punch list items such as grading, turf establishment and landscaping installations to be completed or accepted.

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

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract, and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or

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- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
 - f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
 - g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
 - h. Makes an assignment for the benefit of creditors, or
 - i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. Not Used.

END OF SECTION 80

Insurance Requirements

The Contractor, at their own expense, shall procure and maintain, until final acceptance by the Owner of the work covered by the Contract, comprehensive liability insurance for damages imposed by law of the kinds and in the amounts hereinafter provided, written by a financially solvent insurance company authorized to do such business and write such coverage in the place where the Project is located, covering all operations under the Contract, whether performed by the Contractor or by its Subcontractor(s). Before commencing the work, the Contractor shall furnish to the Owner three (3) certificates of insurance, in satisfactory form to the Owner, showing that the Contractor has complied with the requirements of this Section. The policies and certificates shall provide that the policies shall not be changed or canceled until thirty (30) days after written notice thereof has been given to each of the Additional Insureds listed below. Property damage insurance shall include coverage for explosion, collapse, and underground operations (X C U hazards).

A. The kinds and amounts of insurance are as follows:

1. General Liability insurance policies shall be Commercial General Liability Insurance (including premises operations, independent contractors, products/completed operations, explosion, collapse and underground hazard, broad form property damage, and blanket contractual liability coverages) and shall be written on an Occurrence basis with the following minimum limits:

Each Occurrence \$1,000,000

General Aggregate \$3,000,000

See sample Acord Form for additional requirements

As an alternative to the above limits for General Aggregate and Each Occurrence, Contractor may elect to provide Excess Liability Insurance. Excess Liability coverage shall likewise be written on an Occurrence basis. If the Contractor so elects, then the sum of the General Liability Each Occurrence limit and the Excess Liability Each Occurrence limit shall total at least \$1,000,000. The sum of the General Liability General Aggregate limit and the Excess Liability Aggregate limit shall total at least \$3,000,000.

2. Automobile Liability policies shall cover "Any Auto". The minimum Combined Single Limit shall be \$1,000,000.

As an alternative to the above limit for Automobile Liability, Contractor may elect to provide Excess Liability Insurance. Excess Liability coverage shall be written on an Occurrence basis. If the Contractor so elects, then the sum of the Combined Single Limit and the Excess Liability Each Occurrence limit shall total at least \$1,000,000.

3. Policy or policies covering the obligations of the Contractor in accordance with the provisions of any applicable Worker's Compensation or Disability Benefits Law including (for the State of New York) Chapter 41, Laws of 1914, as amended, known as the Worker's Compensation Law, and amendments thereto, and Chapter 600 of the Laws of 1949, as amended, known as the Disability Benefits Law. See Sample Acord Form for minimum limits required.
4. If applicable, the Contractor and its Subcontractor(s) engaged in work involving "hazardous substances," as defined in Section 3 of PL 1993, c. 139 (C.13:1K-8), or "hazardous waste," as defined in Section 1 of PL 1976, c. 99 (C.13:1E-38), shall procure and maintain pollution liability insurance, also known as "environmental impairment liability insurance."

Insurance Requirements

5. General Liability insurance policies shall include Owners and Contractors Protection (OCP) and shall be written on an Occurrence basis with the following minimum limits:

Each Occurrence	\$1,000,000 (or amount of contract sum, whichever is greater)
General Aggregate	\$1,000,000 (or amount of contract sum, whichever is greater)
- B. Contractor's insurance shall be primary over all other collectible insurance.
- C. Anti-subrogation applies to General Liability and to Automobile Liability insurance coverages.
- D. The Certificate Holder shall be the **Oneida County, 800 Park Avenue Utica New York 13501.**
- E. The following shall be named as Additional Insureds: Oneida County; C&S Engineers, Inc.; the Federal Aviation Administration.
- F. The General Liability policies shall provide coverage for liability for damages imposed by law upon the Contractor and its Subcontractor(s) with respect to all work performed by any of them under the Contract. The insurance company providing General Liability insurance coverage acknowledges that the Contractor has agreed in this Contract to defend, hold harmless, and indemnify the Owner, the Design Engineer, the Engineer, and their respective directors, officers, representatives and employees as set forth in this Section.
- G. The Contractor's policies shall provide coverage for contractual liability imposed by contract, including this Contract, and completed operations liability for damages imposed by law arising between the date of the certification of completion of the work and the date of the expiration of the Contractor's guarantee.
- H. Contractor's policy shall provide coverage for liability arising out of the acts or omissions of its Subcontractors.
- I. Each Subcontractor employed on the Project site by the Contractor shall provide comprehensive liability insurance in accordance with the above-described requirements of the Contractor. Such insurance requirements shall be submitted to the Engineer as part of the Subcontractor approval process.
- J. The Contractor shall submit his/her evidence of liability insurance coverage on the ACORD Corporation form 25-S "Certificate of Liability Insurance" and form 75-S "Insurance Binder" per Oneida County's requirements. Sample forms, entitled "Exhibit 1 and 2", have been included at the end of this section.

FUEL PRICE ADJUSTMENT

Fuel price adjustment (per contract Item 698.05) will provide for either an additional compensation to the CONTRACTOR or a repayment to the OWNER depending upon as increase or decrease in the price of fuel. Only those fuel contract items enumerated in the table following this note entitled “Fuel Price Adjustment Usage Factors”, will be eligible for a price adjustment.

The index value for the fuel price adjustment is the average posted price of fuel for the month the bids are opened.

Fuel index price for this project: \$ _____ per gallon (Filled in by Oneida County for conformed copy)

US CUSTOMARY FUEL PRICE ADJUSTMENT

FUEL PRICE ADJUSTMENT ¹ CONVERSION FACTORS		
MATERIAL DESCRIPTION	CONVERSION FACTOR	ITEM NUMBER ^{2,7}
Unclassified Excavation	0.35 gal/yd ³	203.02
Embankment	0.10 gal/yd ³	203.03, 620.XX
Fill	0.45 gal/yd ³	203.05, 203.06, 203.07, 203.08XX, 203.20, 203.21, 203.25
Controlled Low Strength Material	1.00 gal/yd ³	204.01, 204.02, 204.03, 204.04
Trench / Culvert / Structure Excavation	0.50 gal/yd ³	206.01, 206.0201
Bituminous Stabilized Course	1.40 gal/yd ³	302.01, 307.01
Subbase Course	1.00 gal/yd ³	304 Items
Asphalt Mixtures	2.50 gal/ton	404 Items ³ , 405.01, 406 Items, 421 Items ³ , 608.020102 ³ , 619.0601 ⁴ , 624.02XXXX ^{3,4} , 633.14 ^{3,4} , 633.15 ^{3,4} , 633.16 ^{3,4}
Diamond Grinding	0.13 gal/yd ²	505 Items ³
Milling	0.10 gal/yd ²	490 Items
Cold Recycling Asphalt Concrete	0.08 gal/yd ²	416.XXXXXXRR
Portland Cement Concrete Pavement	1.00 gal/yd ³	502 Item ³ , 503.1010, 603.1011, 503.1012
Fill Type Retaining Walls	0.45 gal/yd ³	554.30XX ⁵ , 554.31 ⁵ , 554.4X ⁵
Footing Concrete & Concrete for Structures – All classes	1.00 gal/yd ³	555 Items, 582.05
Approach Slabs	0.33 gal/yd ²	557.2001, 557.2002, 557.2003, 557.2009, 557.22
Structural Slabs with bottom formwork	0.25 gal/yd ²	557.01XX, 557.07, 557.30, 557.41XX
Structural Slabs - no bottom formwork	0.15 gal/yd ²	557.05XX, 557.09, 557.43XX
Class D and Overlay Concrete	0.05 gal/yd ²	557.13, 584 Items
Concrete Barrier, Type A	0.16 gal/ft	606.3001, 606.3021, 606.3031
Concrete Barrier, Type B	0.19 gal/ft	569.01, 606.3002, 606.3022, 606.3032
Concrete Barrier, Type C	0.22 gal/ft	606.3003, 606.3023, 606.3033
Concrete Barrier, Half Section	0.11 gal/ft	569.02, 569.06, 606.3004, 606.3024, 606.3034
Concrete Barrier, Single Slope	0.23 gal/ft	569.05, 569.07, 606.3041, 606.3043, 606.3044
Concrete Barrier Texas & Wide, Single Slope	0.28 gal/ft	569.08, 606.3051, 606.3053, 606.3054
Concrete Barrier Half Section, Single Slope	0.17 gal/ft	569.04, 606.3061, 606.3063, 606.3064
Vertical Faced Concrete Parapet	0.10 gal/ft	569.03
Gravel, Stone, Slag	1.00 gal/yd ³	411.01, 411.02, 411.03, 623.1X
Concrete Sidewalks and Driveways	1.00 gal/yd ³	608.01XX
Topsoil	0.45 gal/yd ³	610.10, 610.11XX, 610.14XX
Turf Establishment - Performance	0.05 gal/yd ³	610.16010020

ADD1 Page 48 of ADD1 Page 63

US CUSTOMARY FUEL PRICE ADJUSTMENT

FUEL PRICE ADJUSTMENT¹ CONVERSION FACTORS

Notes:

1. In accordance with Standard Specification §698-3.02, the index value for the fuel price adjustment is the posted price for the month of bid letting.
2. Item Number - This is the contract pay item number under which these materials are most frequently paid. Unless indicated otherwise, materials similar to those indicated under the column entitled "Material Description" are also eligible for adjustment using the factor listed for a similar material with the same pay units regardless of the actual contract pay item number.
3. Quality Adjustment Items (404/406/502/505/608/624) are not eligible for fuel price adjustment.
4. Fuel Price Adjustment Conversion Factor based on units of TONS of asphalt placed, not the pay units of this item.
5. Fuel Price Adjustment Conversion Factor based on units of CY of backfill paid under this item, not the pay units of this item.
6. A two-digit suffix (RR) at the end of a contract pay item indicates a special specification.
7. Item numbers shown as a series (e.g., 304 Items) are in reference to a specific section in the Standard Specifications and do not include Special Specifications unless explicitly referenced

ASPHALT PRICE ADJUSTMENT

Asphalt price adjustment (per contract Item 698.04) will provide for either an additional compensation to the CONTRACTOR or a repayment to the OWNER depending upon as increase or decrease in the price of asphalt. Only those asphalt contract items enumerated in the table following this note entitled “Asphalt Price Adjustment Conversion Factors”, will be eligible for a price adjustment.

The index value for the asphalt price adjustment is the average posted price of Performance Graded Binder (PGB) for the month the bids are opened.

Asphalt index price for this project: \$ _____ per ton of PGB (Filled in by Oneida County for conformed copy)

US CUSTOMARY ASPHALT PRICE ADJUSTMENT

ASPHALT PRICE ADJUSTMENT ¹ CONVERSION FACTORS		
MATERIAL DESCRIPTION	CONVERSION FACTOR	ITEM NUMBER ²
Bituminous Stabilized Course	0.065 t PGB/yd ³	302.01
Asphalt Treated Permeable Base, Type 2	0.035 t PGB/t	404.011901
Shim Course	0.0825 t PGB/t	404.058901
6.3 Top Course	0.067 t PGB/t	404.068X01, 406.06XXXXRR
9.5 Top Course, T&L, Shoulder Course	0.062 t PGB/t	404.09XX01, 404.418901, 406.09XXXXRR
9.5 Stone Matrix Asphalt	0.067 t PGB/t	421.095Z01RR
12.5 Top Course, T&L, Shoulder Course, Binder Course	0.055 t PGB/t	404.12XX01, 404.428901, 406.12XXXXRR
12.5 Stone Matrix Asphalt	0.060 t PGB/t	421.125Z01RR
19 Binder Course	0.049 t PGB/t	404.19X901, 404.438901, 406.19XXXXRR
19 Stone Matrix Asphalt	0.054 t PGB/t	421.195Z01RR
25 Binder Course	0.045 t PGB/t	404.25X901, 404.448901, 406.25XXXXRR
37.5 Base Course, Binder Course	0.040 t PGB/t	404.37X901, 404.458901, 406.37XXXXRR
Paver Placed Surface Treatment, Types A, B, and C	0.064 t PGB/t	415.0X0F0118
Micro-Surfacing, Quick-Set Slurry	0.078 t PGB/t	413.0X0F0118, 414.0X0F0118
Straight Tack Coat	0.0026 t PGB/gal	407.0103
Asphaltic Sealants (ASTM 6690)	0.0027 t PGB/gal	402.75XXXX18, 402.76XX0018
Chip Seal	0.0027 t PGB/gal	410.30, 410.02030006
Asphalt Emulsion for Cold Recycling	0.0027 t PGB/gal	416.02XX00RR, 416.20XX00RR, 416.2X, 416.21XX00RR
Fog Seal and Dilute Tack Coat	0.0016 t PGB/gal	407.0102, 407.01XXXXRR, 410.40, 416.30, 416.040000RR, 416.300000RR
PG Binder for Cold Recycling	0.0043 t PGB/gal	416.22, 416.030000RR, 416.22000018
Asphaltic Sealant – Clean & Seal	0.00004 t PGB/LF 0.225 t PGB/LNMI	402.76XX0008, 412.76XX0001
Asphaltic Sealant – Treating Cracks	0.240 t PGB/LNMI	412.76040001
Asphaltic Sealant – Rout & Seal	0.00005 t PGB/LF 0.270 t PGB/LNMI	402.760100RR, 412.760100RR, 412.760300RR
Repair of Asphalt Pavement, Temporary Asphalt	See Note 4	633.14, 633.15, 633.16, 619.06XX
Truing and Leveling, Asphalt Sidewalks, Driveways, Bike Paths, Gutters	See Note 5	404.017901, 404.018901, 406.01XXXXRR, 608.020102, 624.02XXXX
Waterproof Bridge Deck Overlay	0.0725 t PGB/t	402.907X0X18

ADD1 Page 51 of ADD1 Page 63

US CUSTOMARY ASPHALT PRICE ADJUSTMENT

ASPHALT PRICE ADJUSTMENT¹ CONVERSION FACTORS

Notes:

1. In accordance with Standard Specification §698-3.01, the index value for the asphalt price adjustment is the average posted price of Performance Graded Binder (PGB) for the month of bid letting.
2. Item Number - This is the contract pay item number under which these materials are most frequently paid. Unless indicated otherwise, materials similar to those indicated under the column entitled "Material Description" are also eligible for adjustment using the factor listed for a similar material with the same pay unit regardless of the actual contract pay item number.
3. Quality Adjustment Items (404/406/608/624) are not eligible for asphalt price adjustment.
4. Asphalt Price Adjustment Conversion Factor based on unit of TON of asphalt placed, not the pay unit of this item. The conversion factor for Asphalt Pavement Repair and Temporary Asphalt will be based on the actual asphalt mixture used.
5. The conversion factor for Truing and Leveling, Driveways, and other items that allow asphalt mix options, will be based on the actual asphalt mixtures used.
6. A two-digit suffix (RR) at the end of a contract pay item indicates a special specification.
7. The conversion factors for Asphalt Mixtures with slag shall be increased by 25%.
8. t = ton; LF = linear feet; LNMI = lane miles

Special Provisions to the General Provisions

SP 20-16 Addenda and interpretation. No interpretation of the meaning of the Contract Documents, Contract Drawings or other portions of the Contract will be made orally. Every request for such interpretation must be in writing and addressed to C&S Engineers, Inc., 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212, and to be given consideration must be received at the above address at least seven (7) days prior to the date fixed for opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda, which, when issued, will be sent via email to all holders of Contract Documents at the respective addresses furnished for such purposes, not later than twenty-four (24) hours prior to the date fixed for the opening of bids. Failure of any Bidder to receive or retrieve any such addenda or interpretation shall not relieve said Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract.

SP 20-17 Sales tax exemption. The Owner is exempt from 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 to be 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 any 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 other property or on such unincorporated materials and supplies, and the 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 the 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 of such materials and supplies are rejected as being defective or otherwise unsatisfactory, title to all such materials and supplies shall upon such 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 the performance of said work and labor, and the 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 Sec. 1116 of the 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 and 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 the 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 or Compensating Use Taxes on the aforementioned materials and supplies or (2) any claim is made against the Contractor or any Subcontractor by a materialman or a Subcontractor on account of a claim against such materialman or Subcontractor by the State of New York or any city or county for Sales or Compensation Use Taxes on the aforementioned 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 materials and supplies from the payments for other work and labor, and
- B. The Contractor and his Subcontractors and materialmen complete New York State Sales 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. The 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 provisions of this Contract and (2) all materials and supplies sold to the Owner pursuant to the provisions of 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. The 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 said claim, said information and documents to be preserved for six (6) years after date of final payment for the 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.

SP 30-09 Conformed Contract Documents. Conformed Contract Documents sent to the successful bidder for execution will consist of the original contract documents with a copy of the successful bidder's Proposal section inserted. In addition, the Form of Contract will be edited to include a contract date, the Contractor's name and address, the contract parts that are being awarded: Total Bid; Total Base Bid; Total Base Bid plus Add-On No. 1; Total Alternate No. 1 Bid plus Add-On No. 1; etc., the total contract amount awarded, the list of Addenda and dates, the contractor's company name on the signature page, a copy of the Contractor's Performance Bond, Labor and Material Payment Bond and Insurance Certificates will be inserted. The original completed and signed Proposal will be kept on file with the Owner or Engineer.

The Conformed Contracts Documents may incorporate changes to the General Provisions and the Technical Specifications which were made by addendum. If changes are so included, the addendum cover sheets will be included in the Conformed Contract Documents before the Table of Contents, otherwise the full addendum will be included before the Table of Contents.

SP 30-10 Issued for Construction Contract Documents. Issued for Construction (IFC) Contract Documents will be distributed prior to the start of construction. The IFC contract documents consist of the Conformed Contract Documents and the Contract Drawings. The IFC Contract Documents will include a copy of the executed Form of Contract. The original filled out and signed Form of Contract will be kept on file with the Owner or Engineer. The IFC Construction Drawings will incorporate any changes made by addendum during the bidding process.

SP 50-18 Removal of water. The Contractor shall at all times during construction, provide and maintain proper and satisfactory means and devices for the removal of all water entering the excavations, and shall remove all such water as fast as it may collect, in such manner as shall not interfere with the prosecution of the work or the proper placing of materials or other work.

Removal of water includes the construction and removal of cofferdams, sheeting and bracing, the furnishing of materials and labor necessary therefore, the excavation and maintenance of ditches and sluiceways and the furnishing and operation of pumps, wellpoints and appliances needed to maintain thorough drainage of the work in a satisfactory manner.

Water shall not be allowed to rise over or come in contact with any masonry, concrete or mortar, until at least twenty-four (24) hours after placement and no stream of water shall be allowed to flow over such work until such time as the Resident Project Representative (RPR) may permit.

Unless otherwise specified, all excavations which extend down to or below the static groundwater elevations at the sites of structures shall be dewatered by lowering and maintaining the groundwater beneath such excavations at an elevation not less than that specified herein at all times when work thereon is in progress, during subgrade preparation and the placing of the structure or other materials thereon.

Where the presence of fine granular subsurface materials and a high groundwater table may cause the upward flow of water into the excavation with a resulting quick condition, the Contractor shall install and operate a suitable dewatering system to prevent the upward flow of water during construction.

When the water table is within the capillary rise of silt/clay subsurface material, the Contractor shall select and operate his equipment in a manner to prevent the deterioration of the working surface due to the upward flow of water during construction.

The effluent pumped from the dewatering system shall be examined periodically by qualified personnel to determine if the system is operating satisfactorily without the removal of fines.

Unless otherwise directed by the RPR or shown on the Contract Documents, the water level shall not be permitted to rise until construction in the immediate area is completed and the excavation backfilled to the original grade or proposed grade.

Where well points are used, the groundwater shall be lowered and maintained continuously (day and night) at a level not less than two (2) feet below the bottom of the excavation. Excavation will not be permitted at a level lower than two (2) feet above the water level as indicated by the observation wells.

The wellpoint system shall be designed or installed by or under the supervision of an organization whose principal business is wellpointing and has at least five (5) consecutive years of similar experience and can furnish a representative list of satisfactory similar operations. Wellpoint headers, points and other pertinent equipment shall not be placed within the limits of the excavation in such a manner or location as to interfere with the laying of pipe or trenching operations or with the excavation for and/or construction of other structures. Standby gasoline or diesel powered equipment shall be provided so that in the event of failure of the operating equipment, the standby equipment can be readily connected to the dewatering system. The standby equipment shall be maintained in good order and actuated regularly not less than twice a week when directed.

Wellpoints shall be installed in the center of a sand wick drain which shall be placed by means of a sanding shell or other approved means to provide a sand core not less than ten (10) inches in diameter.

Detached observation wells of similar construction to the wellpoints shall be installed at intervals of not less than fifty (50) feet along the opposite side of the trench from the header pipe and line of wellpoints, or around the excavation for a structure or as shown on the Contract Drawings, to a depth of at least five (5) feet below the proposed excavation. In addition, one wellpoint in every fifty (50) feet shall be fitted with a tee, plug and valve so that the wellpoint can be converted for use as an observation well. Observation wells shall be not less than one and one-half (12) inch in diameter.

Water pumped or drained from excavations, or any sewers, drains, or water courses encountered in the work, shall be disposed of in a suitable manner without injury to adjacent property, the work under construction, or to pavements, roads and drives. No water shall be discharged to sanitary sewers. Sanitary sewage shall be pumped to sanitary sewers or shall be disposed of by an approved method.

Any damage caused by improper handling of water shall be repaired by the Contractor at his/her own expense.

SP 50-19 Sheet piling and bracing. The Contractor shall furnish, place and maintain such sheet piling, bracing and shoring as required to support the sides and ends of excavations in such a manner as to prevent any movement which would in any way damage the pipe, sewers, masonry or other work, diminish the width

necessary, otherwise damage or delay the work, or endanger existing structures, pipes or pavements, or to occasion a hazard to persons engaged on the project or to the general public.

Sheeting and bracing or other trench protection shall be utilized as required for the safety of employees exposed to the hazard of falling or sliding material from any trench or excavation in conformance with the provisions of Industrial Code Rule 23 as amended, and OSHA. Sheeting and bracing must be designed by, signed and stamped by a Professional Engineer licensed to practice in the State in which the project is located. The Contractor shall be responsible for the adequacy of all trench support systems used and for all damage to persons or property resulting from improper quality, strength, placing, maintenance and removal.

All material used for sheeting and bracing shall be sound and free from defects which might impair its strength or effectiveness. All timber sheeting and bracing shall be sound and straight, free from cracks, shakes and large or loose knots. All steel sheeting and bracing shall be sound and straight, free from bends, twists or splits, having square and undamaged ends. Sheeting shall be driven vertically from the original ground surface as the excavation progresses. Sufficient toe support shall be sustained so as to maintain pressure against the original ground at all times. Timber sheeting shall be driven so that edges are tight together and steel sheeting driven with the individual members interlocking. All bracing shall be of such design and strength as to maintain the sheeting in its proper position. The Contractor shall be solely responsible for the adequacy of all sheeting and bracing.

In general, all sheeting and bracing, whether of steel, timber or other material, used to support the sides of trenches or other open excavations, shall be withdrawn as the trenches or other open excavations are being refilled. That portion of the sheeting extending below the top of a pipe, sewer or structure shall be withdrawn, unless otherwise directed, before more than 6 inches of earth is placed above the top of the pipe, sewer or structure and before any bracing is removed. The voids left by the sheeting shall be carefully refilled with selected material and rammed tight with tools especially adapted for the purpose or otherwise as may be approved.

The Contractor shall be responsible for the adequate shoring and/or bracing of any existing utilities encountered during the excavation. Such utilities shall be braced or shored in a manner acceptable to the local jurisdictional agency having authority over the utility encountered. It shall be the responsibility of the Contractor to prevent damage to or displacement of utilities, and to work with and request the concurrence of the utility's company representative in this matter.

SP 60-09 Shop and setting drawings and catalogue data. All materials and equipment used in the work shall be submitted to the RPR, unless otherwise directed. The RPR will forward the submittals to Engineer for their review and approval prior to ordering the equipment. All information required for the Engineer's review of each particular pay item shall be sent as one submittal. In addition, if the pay item interfaces with other pay items (as in the case of electrical equipment), then the submittals covering the interfacing pay items shall be sent at the same time. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Drawings and data shall be submitted sufficiently in advance of the work to permit proper review, including time for necessary revisions and re-submittals. The Contractor is solely responsible for delays in the project accruing directly or indirectly from late submissions or resubmissions of submittals.

Shop and setting drawings shall present complete and accurate information relative to all working dimensions, equipment weight assembly and sectional view, all the necessary details, pertaining to coordinating the work of the Contract, lists of materials and finishes, parts lists and the description thereof, lists of spare parts and tools where such parts or tools are required, no-scale control diagrams for control wiring and control piping, and any other items of information that are required to demonstrate detail compliance with the Plans and Specifications. Each drawing shall be dated and shall show the name of the Project, Contract Number and the name of the manufacturer of the equipment covered by the drawing or drawings. The Engineer will not review any drawings that are not properly identified or that do not contain complete data on the work or that have not been checked, stamped and signed by the Contractor for compliance with the Contract Documents.

The Engineer's review of the Contractor's Shop Drawings signifies only that such drawings appear to be in substantial conformity with the Contract Drawings and Contract Documents. Such review does not indicate approval of every detail of the drawings nor of the work methods of the Contractor which are indicated thereon. Regardless of the corrections made in or made of such drawings by the Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings, for their conformity to the Plans and Specifications and for the proper fitting and construction of the work.

No work covered by shop and setting drawings shall be done until the drawings have been reviewed and found acceptable by the Engineer. No payment shall be made on any item for which submittals are not received and found acceptable by the Engineer.

SP 60-10 Electrical shop drawings. Drawings for electrical equipment shall show physical dimensions and installation details and shall include elementary and connection diagrams for each control assembly and the interconnection diagrams for all equipment. The drawings shall show clearly the coordination of control work, shall identify the components external to electrical equipment and shall define the contact arrangement and control action of the primary and final control elements.

Where standard electrical control equipment having complex internal wiring is required, such as control panels, generator transfer panels, electric or electronic instruments and similar items, the detail shop wiring diagrams for such equipment will not be required, and, if submitted, will in general not be reviewed. The submittal for each such item of equipment shall, however, include an elementary diagram of the input and output elements which require connections to external equipment, and/or a complete step by step description of the control action of the equipment being submitted. In the event that any questions arise as to the type of information to be presented on the submittal, the supplier shall direct inquiries to the RPR through the Prime Contractor in advance of the preparation of his/her submittal.

SP 60-11 Substitute items. If in the Engineer's sole judgment an item of material or equipment proposed by the Contractor does not qualify as an "or-equal" item, it will be considered a substitute item. The Contractor shall submit sufficient information as provided below to allow the Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. The procedure for review by the Engineer will include the following and as the Engineer may decide is appropriate under the circumstances. Requests for review of substitute items of material or equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall first make a written application through the RPR to the Engineer for acceptance thereof, certifying that the substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the substitute will prejudice the Contractor's achievement of completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents or Contract Drawings (or in the provisions

of any other direct contract with the Owner for work on the Project) to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. If the substitute item requires modifications to any existing features or to any proposed work, the application shall also include details of proposed modifications necessary to accommodate the substitute item. Such details shall include scaled layouts, dimensions and other pertinent information to enable the Engineer to accurately assess the entire application. If the substitute item and proposed modifications are approved, the Contractor, at no additional cost to the Owner, shall do all work necessary to make such modifications and absorb all costs of any related changes imposed on other Contractor's. All variations of the substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Engineer in evaluating the substitute. The Engineer may require the Contractor to furnish additional data about the substitute.

- A. Engineer's Evaluation.** The Engineer will be the sole judge of acceptability. No substitute will be ordered, installed or utilized without the Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. The Engineer will record time required by the Engineer and the Engineer's Consultants in evaluating substitutes proposed or submitted by the Contractor and in making changes in the Contract Documents or Contract Drawings (or in the provisions of any other direct contract with Owner for work on the Project) occasioned thereby. The Engineer's charges shall be at the same rates the Engineer charges for such services to the Owner.
- B. Contractor's Expense.** All data to be provided by the Contractor in support of any substitute item will be at the Contractor's expense. In order to aid the Engineer in determining the equality of an or substitute item (when compared to the item actually specified), the Contractor shall arrange for the performance of any tests requested by the Engineer. The Engineer shall determine the nature, extent, tester and degree of supervision of such tests. Certified test results shall be mailed directly to the Engineer for all tests requested. All costs of such tests, including engineering costs, shall be borne by the Contractor. The Owner may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitute. Whether or not the Engineer accepts a substitute item so proposed or submitted by the Contractor, the Contractor shall reimburse the Owner for the charges of the Engineer and the Engineer's Consultants for evaluating each such substitute item. The costs for evaluating substitute items shall be deducted from the Owner's payment to the Contractor.

SP 60-12 Submittal procedure. The following procedure has been established for the submittal and processing of shop and setting drawings, working drawings, and catalogue data. Departures from this procedure may result in delay and misunderstandings.

- A.** All information required for the Engineer's review of each particular pay item shall be sent as one submittal to the RPR with an attached submittal cover sheet. In addition, if the pay item interfaces with other pay items (as in the case of electrical equipment), then the submittals covering the interfacing pay items shall be sent at the same time.
- B.** In submitting certifications, drawings, catalog data, and similar items for review, one (1) electronic copy shall be submitted to DocExpress. Access to DocExpress will be provided by the RPR upon award of the Contract. The submittal will be reviewed by the Engineer, stamped and signed. The submittal bearing the reviewed stamp and signature will be reloaded back to DocExpress by the Engineer. It will be the Contractor's responsibility to check DocExpress for updated submittals.

The Contractor shall provide one (1) hard copy of each of the stamped and signed submittals for inclusion in the O&M Manual prior to contract closeout.

The RPR shall be responsible for printing sufficient copies of each submittal for their own records. The Contractor shall be responsible for printing sufficient copies of each submittal for their own records and distributing to each of the other prime or subcontractors whose work is to be correlated with such submittals.

C. Submittals will be stamped by the Engineer as follows:

1. "Approved", if no change or rejection is made.
2. "Approved as Noted", if minor changes or additions are made, but re-submittal is not considered necessary. All copies will bear the corrective marks.
3. "Revise and Resubmit", if the changes requested are extensive. In this case, re-submittal after correction is necessary and the same number of copies shall be included in the re-submittal as in the first submittal.
4. "Rejected", if it is considered that the data submitted cannot with reasonable revision meet the requirements of the Plans and Specifications.
5. "Submit Specified Item", if the data submitted is not clear, complete, or for other reasons cannot be examined by the Engineer to establish compliance with the Plans and Specifications.

D. Unless otherwise approved in specific cases, all submittals must be transmitted by the Prime Contractor, not by the Subcontractors or vendors.

Any changes in re-submittals, other than those indicated as requested, must be specifically brought to the attention of the RPR. Changes or additions shall not be made in, or to, any fabricated item, part or material without having a re-review.

SP 70-22 Additional sanitary, health, and safety provisions.

New York State Labor Law requires for every contract for the construction, reconstruction, maintenance and/or repair of public work to which the State or a municipality is a party, where the total cost of all work to be performed under the contract is at least \$250,000, all laborers, workers and mechanics employed performing work of the contract on the work site be certified as having successfully completed an OSHA 10-hour Construction Safety course. This requirement applies to the contractor, subcontractors and other persons.

SP 70-23 New York State Department of Transportation (NYSDOT) standard clauses for New York state contracts. The following verbiage is included verbatim from Appendix A, Standard Clauses for New York State Contracts, dated January 2014 as required by New York State Department of Transportation grant assurances:

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract 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, and to the extent that this contract shall be performed within the

State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project. **SEE "SPECIAL NOTE" REGARDING PREVAILING WAGE RATES FOLLOWING THIS SECTION.**
7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).
9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or

agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following:
- (i) the payee's Federal employer identification number,
 - (ii) the payee's Federal social security number, and/or
 - (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System.

Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification.

- (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.
- (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the

Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

- (a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- (b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- (c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful

rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.
16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.
17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.
19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.
20. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and

women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. 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: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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.

SP 70-24 NYSDOT terms and conditions. The following verbiage is included verbatim:

TERMS AND CONDITIONS (ADDENDUM NO. 1):

1. The Grantee agrees to incorporate or cause to be incorporated into any contract for construction work, or furnishing of any materials, supplies, or equipment or professional consulting services of any kind in connection with the Project, clauses under which the Contractor:
 - a. Agrees to procure and maintain insurance of the kinds and in the amounts specified.
 - b. Agrees that he will comply with the requirements of the State Labor Law and particularly Sections 220 and 220-4 thereof as amended, and as set forth in Appendix A of the NYSDOT Terms and Conditions (Addendum No. 1).
 - c. Agrees that during the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin and will comply with the Non-Discrimination provisions set forth in Appendix A of the NYSDOT Terms and Conditions (Addendum No. 1).
 - d. Agrees that he will cause all persons employed upon the work including his subcontractors, agents, officers and employees, to comply with all applicable laws in the jurisdiction in which the work is performed.
 - e. Agrees not to assign, transfer, convey, sublet or otherwise dispose of this agreement or any part thereof, or of its right, title or interest therein or its power to execute such agreement to any person, company or corporation without the previous consent in writing of the Grantee and the Commissioner of Transportation.
 - f. Agrees that in accordance with its status as an independent contractor, it will conduct itself with such status that it will neither hold itself out as nor claim to be an officer or employee of the State by reason hereof, and that it will not by reason hereof, make any claim demand of application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workmen's Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or Retirement membership or Credit.
 - g. Agrees that this agreement may be canceled or terminated by the Grantee if any work under this agreement is in conflict with the provisions of Section 74 of the Public Officers Law.
 - h. Agrees that any patentable result arising out of this Agreement, as well as all information, designs, specification, know-how, data, and findings, shall be made available without cost to the State or its licenses for public use.

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- i. Agrees that for construction work he will furnish a performance bond in an amount at least equal to 100 percent of this contract price as security for the faithful performance of his contract and also a labor and material bond in an amount equal to 100 percent of his contract price as security for the payment of all persons performing labor on the project under his contract and furnishing materials in connection with his contract. The performance bond and the labor and material bond may be in one or in separate instruments in accordance with law.
 - j. Agrees that the Owner, Commissioner and the State Comptroller reserve the right to audit and inspect the work of the contractor and any and all records thereof through representatives of the State, as well as through officers and employees of the State, as they shall determine.
 - k. Agrees that the State shall not be obligated or liable hereunder to any party other than the Grantee.
 - l. Agrees that if any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of the applicable law.
 - m. Agrees that by execution of the Agreement the Contractor represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of this agreement.
 - n. Agrees that all project documents requiring formal approval by a Federal Agency will be submitted to the Commissioner for his prior approval and forwarding to the Federal Agency for its formal approval.
 2. The Grantee agrees to give full opportunity for free, open and competitive bidding for each contract to be let by it calling for construction or the furnishing of any materials, supplies, or equipment to be paid for with Project funds in accordance with the requirements of Section 103 of the General Municipal Law, the State Finance Law and any other applicable State Laws, Regulations or any requirements or opinions of the State comptroller.
 3. The Grantee agrees that contracts for professional or consulting services may be negotiated, but they must be in writing and must state the maximum compensation or reimbursement to be paid. Negotiations must be adequately documented to show consultants considered, proposals received, reasons for selecting the proposed consultant, and the unit basis or other detailed explanation in support of the amount of compensation to be paid.

SP-70-25 Labor affidavits, New York State Laws of 1988. 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. **COPIES OF AFFIDAVITS FOLLOW THE END OF THIS SECTION.**

- A. 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.
- B. 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.

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- C. 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.
 - D. The prime contractor must submit a labor affidavit in support of the payment of wages to its own employees.
 - E. 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.

SP 70-26 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE's). It is the policy of Oneida County to comply with laws, rules and regulations governing the New York State and Empire State Development (ESD) M/WBE Program. Section 85 of the Highway Law, Section 428 of the Transportation Law, and Executive Law Article 15-A comprise the statutory authority for the M/WBE Program for the Department of Transportation. Regulations for the M/WBE Program have been promulgated under 5 NYCRR 140-145.

Bidders shall take all necessary and reasonable steps to achieve the M/WBE contract participation goals set by Oneida County, ESD and NYS. Bidders shall not use the requirements of these specifications to discriminate against any qualified company or group of companies.

I. General Provisions

A. Empire State Development (ESD) is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR") for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

B. The contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to ESD, to fully comply and cooperate with ESD in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). The Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section VII of this Appendix and such other remedies are available to ESD pursuant to the Contract and applicable law.

II. Contract Goals

A. For purposes of this procurement, ESD hereby establishes an overall goal of 5% for Service-Disabled Veteran-Owned Business (SDVOBs), 30% for MWBE participation, 15% for New York State certified Minority-owned Business Enterprises ("MBE") participation and 15% for New York State certified Women-owned Business Enterprises ("WBE") participation (collectively,

“MWBE Contract Goals”) based on the current availability of qualified SDVOBs, MBEs and WBEs.

B. For purposes of providing meaningful participation by SDVOBs, MWBEs on the Contract and achieving the SDVOB/MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of New York State Certified SDVOBs/MWBEs found at the following internet addresses:

<https://online.ogs.ny.gov/SDVOB/search>, and <https://ny.newnycontracts.com>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women’s Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

C. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

D. The Contractor must document “good faith efforts,” pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:

1. Evidence of outreach to MWBEs;
2. Any responses by MWBEs to the Contractor’s outreach;
3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by ESD with MWBEs; and,
5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

III. Equal Employment Opportunity (EEO)

A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.

B. In performing the Contract, the Contractor shall:

1. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

2. The Contractor shall submit an EEO policy statement to ESD within seventy two (72) hours after the date of the notice by ESD to award the Contract to the Contractor.

3. If the Contractor, or Subcontractors, does not have an existing EEO policy statement, ESD may provide the Contractor or Subcontractor a model statement (see Form – OCSD-1 – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).

4. The Contractor's EEO policy statement shall include the following language:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

C. Form OCSD-2 – Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Form OCSD-3 – Workforce Utilization Report

1. The Contractor shall submit a Workforce Utilization Report, and shall require each of its Subcontractors to submit a Workforce Utilization Report, in excel format only on a monthly basis for construction contracts over \$100,000, or a quarterly basis for commodities and services contracts over \$25,000, during the term of the contract to OCSD@esd.ny.gov, by the 10th day following each end of month or quarter as applicable.

2. Separate forms shall be completed by Contractor and any Subcontractor.

3. Pursuant to Executive Order #162, contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis. Contact OCSD for additional information.

E. The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan, by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method (Form OCSD-4) to ESD, either prior to, or at the time of, the execution of the contract.

B. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract.

C. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, ESD shall be entitled to any remedy provided herein, including but not limited to, a finding of the Contractor non-responsiveness.

V. Waivers A. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method (Form OCSD-5) provided by ESD. Such waiver request must be supported by evidence of the Contractor’s good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, ESD shall SCHEDULE B evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.

B. If ESD, upon review of the MWBE Utilization Plan, updated Quarterly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non compliance, ESD may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. MWBE Contractor Compliance Report

The Contractor is required to submit a Monthly MWBE Contractor Compliance Report electronically, provided, however, that Bidder may arrange to provide such evidence via a non electronic method (Form OCSD-6), to ESD by the 10th day following each end of month over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Liquidated Damages - MWBE Participation

A. Where ESD determines that the Contractor is not in compliance with the requirements of the Contract and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to ESD liquidated damages.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by ESD, the Contractor shall pay such liquidated damages to ESD within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the

Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process

Required OSCD Forms: <https://esd.ny.gov/content/ocsd-forms>

SP 90-12 Security for construction warranty. The Contractor shall upon final acceptance of the work, furnish a bond to the Owner in a penal sum equal to five percent (5%) of the amount of the Contract price, executed by a surety company authorized by the Department of Insurance of the State of New York to execute such a bond in this State, and which bond shall be approved as to form and manner of execution by the Owner's attorney. This bond shall be conditioned for the faithful performance by the said Contractor of the conditions and stipulations of the subsection titled ACCEPTANCE AND FINAL PAYMENT of this section, thereof relating to maintenance and repair, for a period of one (1) year from the date of the final acceptance of the work. In default of the filing of such bond, a sum of money equal to said five percent (5%) may be retained out of any monies due to the Contractor and be held for one (1) year, or until the bond above described is filed.

For Contractors who have elected to set up an escrow account, they may elect to maintain the escrow account for a period of one (1) year from the date of final acceptance of the work in lieu of providing a bond for security of guarantee as described above.

SP 90-13 Lien law. If, at any time before or within thirty (30) days after the work of this Contract has been completed and accepted by the Owner, 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 RPR and with the financial officer of the Owner, or other officer or person charged with the custody and disbursement of the Owner's funds applicable to this Contract under which the claim is made, such notice as is prescribed in the Act of Legislature of the State of New York passed February 17, 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 as shall be sufficient to pay, satisfy and discharge the amount in such notice claimed to be due to the person or persons filing such lien, together with the reasonable cost of any actions brought to enforce such claim or the lien creating 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 filing of said notice shall be discharged pursuant to the provisions of said act or acts.

Equal Employment Opportunity is THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, Employment agencies, and labor organizations are protected under Federal law from discrimination on the following bases.

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITIES

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who's is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract, are protected under Federal law from discrimination on the following bases.

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

STATE WAGE RATES

SPECIAL NOTE
NEW YORK STATE DEPARTMENT OF LABOR
PREVAILING WAGE RATES

Wage rate amendments and supplements are available on the NYSDOL web site at:

WWW.LABOR.STATE.NY.US

All changes or clarification of labor classifications and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work.

The NYSDOL prevailing wage rate schedule for this contract has been determined and is available on the internet. The prevailing wage rate schedule is accessed by visiting the NYSDOL web site, navigating to the appropriate web page, and entering the Prevailing Rate Case No. (PRC#). The PRC# is provided on the following page on NYSDOL Form PW-200.

**NYSDOL
WAGE RATES
(TO BE INSERTED)**

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 none, 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.

PRIME CONTRACTOR'S CERTIFICATION
NEW YORK STATE LABOR LAW, SECTION 220-a

(continued)

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 the _____ day of _____ in the year 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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).

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 am 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 the _____ day of _____ in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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).

END OF SPECIAL PROVISIONS



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Oneida County

David Askinazi
100 S. Clinton Ave
Suite 2700
Rochester NY 14604

Schedule Year 2025 through 2026
Date Requested 10/10/2025
PRC# 2025012646

Location Rte 825/Perimeter Road interse
Project ID# 146.205.004
Project Type Construction of a roundabout at the Rte 825/Perimeter Road intersection as part of the Griffiss International Airport Triangle Business Park Development

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2025 through June 2026. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Contractor Registry

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

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

Wages and Supplements

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

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

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

Oneida County

David Askinazi
100 S. Clinton Ave
Suite 2700
Rochester NY 14604

Schedule Year 2025 through 2026
Date Requested 10/10/2025
PRC# 2025012646

Location Rte 825/Perimeter Road interse
Project ID# 146.205.004
Project Type Construction of a roundabout at the Rte 825/Perimeter Road intersection as part of the Griffiss International Airport Triangle Business Park Development

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)



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.

*Contractor Registry (LL 220-I): Effective December 30th, 2024

Labor Law Section 220-i(6) prohibits contractors from bidding on public work and prohibits both contractors and subcontractors from commencing work on private and public projects subject to prevailing wage requirements. This section requires contractors to submit their Certificate of Registration with their bid materials. Each Certificate of Registration will have a unique registration number. Failure to provide proof of registration, as required by Labor Law Section 220-i, as a minimum qualification will result in the bidder being deemed non-responsive. There is a public database of registered contractors and subcontractors available online at data.ny.gov to confirm registration validity. For additional information on how to register and the requirements, visit <https://dol.ny.gov/public-work-contractor-and-subcontractor-registry-landing>

*Electronic Certified Payroll (LL 220-J): Effective December 31st, 2025

Effective December 31, 2025, all contractors and subcontractors who perform public work, or covered private work subject to the prevailing wage, will be required to submit certified payrolls electronically to the Bureau of Public Work and Prevailing Wage Enforcement. Additional information about the electronic certified payroll submission system will be made available on the Department's Website at <https://dol.ny.gov/Electronic-Payroll>

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, 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.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

NOTE: For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

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

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

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

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.

Shift Work

If the timeline of the contract requires shift work be performed to meet deadlines, the BPWE will enforce the shift work rate as the required rate on the project whether or not shift work is specifically addressed in the contract.

Paid Prenatal Leave

Every employer shall be required to provide to its employees twenty hours of paid prenatal personal leave during any fifty-two week calendar period. Paid prenatal personal leave shall mean leave taken for the health care services received by an employee during their pregnancy or related to such pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with a healthcare provider related to the pregnancy. Paid prenatal personal leave may be taken in hourly increments. Benefits for paid prenatal personal leave shall be paid in hourly installments. Employees shall receive compensation at the employee's regular rate of pay, or the applicable minimum wage established by the labor law, whichever is greater, for the use of Paid Prenatal leave.

Apprentice Training Ratios

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

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

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

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

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

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12226

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

Oneida County General Construction

Boilermaker	10/01/2025
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JOB DESCRIPTION Boilermaker

DISTRICT 7

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2025	01/01/2026	01/01/2027
		Additional	Additional
Boilermaker	\$ 40.50	\$ 2.50*	\$ 2.50*

* To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 26.60*
	+ 1.49

*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 a holiday falls 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:

\$ 19.76*	\$ 19.76*	\$ 20.74*	\$ 21.71*	\$ 22.67*	\$ 23.66*	\$ 24.66*	\$ 25.62*
+ 1.49	+ 1.49	+ 1.49	+ 1.49	+ 1.49	+ 1.49	+ 1.49	+ 1.49

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

7-175

Broadband	10/01/2025
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JOB DESCRIPTION Broadband

DISTRICT 4

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, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

PARTIAL COUNTIES

Orange: Only in the Village of Greenwood Lake, Village of Highland Falls, Town of Tuxedo, and Town of Patterson

WAGES

NOTE: Applies to all public work and covered private projects, including those receiving ConnectAll funding subject to New York State Labor Law §224-E, solicited on or after July 1, 2025. For all other projects solicited prior to July 1, 2025 please see LINEMAN ELECTRICIAN-TELEDATA

Per Hour:	07/01/2025	08/04/2025
Field Tech	\$ 51.31	\$ 52.85
Install/Repair		

For outside work (excluding installation on building construction/alteration/renovation projects), stopping at first point of attachment (demarcation), installing/maintaining/repairing broadband internet service.

"Broadband", "Broadband Service", or "Broadband Internet" means mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all internet endpoints, including any capabilities that are incidental to and enable the operation of the communications service, but excluding dial-up internet access service.

Note: EXCLUDES work within ten (10) feet of High Voltage (600 Volts and over) transmission lines for this work, please see LINEMAN

SUPPLEMENTAL BENEFITS

Per Hour:

\$ 23.24

OVERTIME PAY

See (B, K, *R) on OVERTIME PAGE

* Two and one half times the hourly rate after the 8th hour

HOLIDAY

Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

4-CWA-Dist2

Carpenter - Building

10/01/2025

JOB DESCRIPTION Carpenter - Building

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Herkimer, Madison, Oneida, Seneca, Yates

WAGES

Per hour:	07/01/2025	01/01/2026	07/01/2026 Additional	07/01/2027 Additional
Carpenter	\$ 32.64	\$ 33.14	\$ 5.00*	\$ 4.25*
Floor Coverer	32.64	33.14	5.00*	4.25*
Carpet Layer	32.64	33.14	5.00*	4.25*
Drywall	32.64	33.14	5.00*	4.25*
Diver - Wet Day	57.64	58.14	5.00*	4.25*
Diver - Dry Day	33.64	34.14	5.00*	4.25*
Dive Tender	33.64	34.14	5.00*	4.25*

* 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 \$ 3.00 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 apply 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 10% of base wage per hour

3rd Shift - Premium of 15% 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:

	07/01/2025	01/01/2026
Journeyworker	\$ 22.20	\$ 22.20

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:

\$ 13.11	\$ 13.11	\$ 15.71	\$ 15.72
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NOTE ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- Pile Driving & Dock Builder apprentices shall receive an additional \$ 0.25 per hour worked when performing piledriving & dock building work.
- Certified Welders shall receive \$ 3.00 per hour over the apprentice's rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work.
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$ 1.50 per hour.

6-277B-Cay

Carpenter - Building / Heavy&Highway

10/01/2025

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Wages per hour:	07/01/2025	07/01/2026 Additional	07/01/2027 Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	\$ 37.94	\$ 2.25*	\$ 2.25*

* To be allocated at a later date.

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyworker	\$ 27.34
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OVERTIME PAY

See (B, E, Q) 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 worked:
\$19.10 \$19.69 \$21.83 \$22.42

2-42AtSS

Carpenter - Heavy&Highway

10/01/2025

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Chenango, Herkimer, Madison, Oneida, Otsego

WAGES

Per hour	07/01/2025	07/01/2026 Additional	07/01/2027 Additional
Carpenter	\$ 44.52	\$ 3.00*	\$ 3.24*
Piledriver	44.52	3.00*	3.24*
Dockbuilder	44.52	3.00*	3.24*
Diver-Wet Day	69.52	3.00*	3.24*
Diver-Dry Day	45.52	3.00*	3.24*
Diver-Tender	45.52	3.00*	3.24*

*To be allocated at a later date.

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 \$5.00 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 \$0.50 per foot
 - 101' to 150' additional \$0.75 per foot
 - 151' to 200' additional \$1.25 per foot
 - 201' and deeper additional \$1.50 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' to 200' additional \$1.00 per foot
 - Over 201' additional \$1.25 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 \$4.00 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 \$ 27.31

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

CARPENTER/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:			
\$ 19.07	\$ 19.66	\$ 21.75	\$ 22.34

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 \$5.00 per hour.

2-277HH-CHMOO

Electrician

10/01/2025

JOB DESCRIPTION Electrician

DISTRICT 6

ENTIRE COUNTIES

Cortland, Herkimer, Madison, Oneida, Oswego

PARTIAL COUNTIES

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

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

Onondaga: Entire County except Townships of Elbridge and Skaneateles.

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

Tompkins: Only the Township of Groton.

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

WAGES

Per hour:	07/01/2025	06/01/2026 Additional
Electrician	\$ 50.50	\$ 5.25*
Teledata	50.50	5.25*
Cable Splicer	55.55	5.25*

* To be allocated at a later date.

NOTE: Additional amounts, subject to overtime premiums, due for the following work (applicable to all employees):

- 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 (dayshift + 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:	\$ 33.52 plus
Journeyworker	3% of hourly wage paid*

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

OVERTIME PAY

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

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

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

HOLIDAY

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

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

REGISTERED APPRENTICES

WAGES per hour: Hourly terms at the following wage.

1st period (0-1000 hrs)	\$ 20.20
2nd period (1001-2000)	22.75
3rd period (2001-3500)	25.25
4th period (3501-5000)	30.30
5th period (5001-6500)	35.35
6th Period (6501-8000)	40.40

SUPPLEMENTAL BENEFITS per hour:

1st period	\$ 14.69*
2nd period	14.69*
3rd period	30.02*
4th period	30.72*
5th period	31.42*
6th period	32.12*

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

6-43

Elevator Constructor

10/01/2025

JOB DESCRIPTION Elevator Constructor

DISTRICT 6

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

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

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

WAGES

Per hour:	07/01/2025	01/01/2026	01/01/2027
Mechanic	\$ 58.44	\$ 61.003	\$ 63.719
Helper	40.91	42.70	44.60

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 38.435*	\$ 38.985*	39.535*
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*NOTE - add 6% of regular hourly rate for all hours worked. Add 8% of regular hourly rate if more than 5 years of service.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

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

All other terms: Same as Journeyworker

6-62.1

Elevator Constructor**10/01/2025**

JOB DESCRIPTION Elevator Constructor**DISTRICT 1****ENTIRE COUNTIES**

Albany, Clinton, Essex, Fulton, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Madison: Madison Only the towns of: Brookfield, Hamilton, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida
Oneida: Entire county except the towns of: Camden, Florence, and Vienna.

WAGES

Per hour

07/01/2025

01/01/2026

Mechanic

\$ 57.73

\$ 60.26

Helper

70% of Mechanic
Wage Rate70% of Mechanic
Wage Rate**SUPPLEMENTAL BENEFITS**

Per hour

07/01/2025

01/01/2026

Journeyworker/Helper

\$ 38.435*

\$ 38.985*

(*)Plus 6% of hourly rate, if less than 5 years of service. Plus 8% of hourly rate, if more than 5 years of service.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

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

REGISTERED APPRENTICES

Wages per hour:

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

(*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits - per hour worked:

Same as Journeyperson/Helper

1-35

Glazier**10/01/2025**

JOB DESCRIPTION Glazier**DISTRICT 5****ENTIRE COUNTIES**

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

WAGES

Per Hour:

07/01/2025

Glazier

\$ 30.00

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman

\$ 28.74

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	\$ 20.00
Appr. 2nd term	21.00
Appr. 3rd term	22.00
Appr. 4th term	23.00
Appr. 5th term	24.00
Appr. 6th term	25.00
Appr. 7th term	26.00
Appr. 8th term	27.00

Supplemental Benefits per hour:

Appr. 1st term	\$ 12.92
Appr. 2nd term	12.92
Appr. 3rd term	18.92
Appr. 4th term	18.92
Appr. 5th term	19.92
Appr. 6th term	19.92
Appr. 7th term	20.92
Appr. 8th term	20.92

5-677.Z-2

Insulator - Heat & Frost

10/01/2025

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 7

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2025

Asbestos Installer	\$ 43.25
Insulation Installer	43.25
(On mechanical systems only)	

SHIFT WORK

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

1st Shift	\$ 43.25
2nd Shift	49.74
3rd Shift	51.90

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 27.34
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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%

SUPPLEMENTAL BENEFITS per hour:

\$ 24.09 \$ 24.09 \$ 27.34 \$ 27.34

7-30-Syracuse

Ironworker

10/01/2025

JOB DESCRIPTION Ironworker

DISTRICT 7

ENTIRE COUNTIES

Franklin, Herkimer, Lewis, Oneida, St. Lawrence

PARTIAL COUNTIES

Chenango: Only the Townships of Columbus, New Berlin, North Norwich, Plymouth, Sherburne and Smyrna.

Fulton: Only the Townships of Caroga, Ephratah, Oppenheim, and Stratford.

Hamilton: Only the Townships of Arietta, Indian Lake, Inlet, Lake Pleasant, Long Lake and Morehouse.

Jefferson: Only the Townships of Antwerp, Champion, Philadelphia and Wilna.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Madison, Oneida and Stockbridge.

Montgomery: Only the Townships of Canajoharie, Minden, Palatine and St. Johnsville.

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

WAGES

Per hour:	07/01/2025	07/01/2026 Additional
Structural/Reinforcing	\$ 35.50	\$ 2.74*
Mach. Mover/Ornamental	35.50	2.74*
Stone Derrickman	35.50	2.74*
Chain Link Fence	35.50	2.74*
Sheeter Ironworker	35.50	2.74*
Pre-Engineered Building	35.50	2.74*
Window Erector	35.50	2.74*
Precast Erector	35.50	2.74*
Welder	35.50	2.74*

* To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 32.91

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

WAGES per hour: 1500 hour terms at the following wage.

1-1500hrs	\$ 21.50
1501-3000hrs	23.50
3001-4500hrs	25.50
4501-6000hrs	27.50

SUPPLEMENTAL BENEFITS per hour:

1-1500hrs	\$ 14.19
1501-3000hrs	22.67
3001-4500hrs	23.88
4501-6000hrs	25.09

7-440

Laborer - Building

10/01/2025

JOB DESCRIPTION Laborer - Building

DISTRICT 1

ENTIRE COUNTIES

Hamilton, Herkimer, Madison, Oneida

PARTIAL COUNTIES

Fulton: Only the Townships of Stratford, Oppenheim, Caroga and Ephratah

Montgomery: Only the Townships of Minden, St. Johnsville, Canajoharie, Palatine and Root

WAGES

GROUP #1: Basic
GROUP #2: Pipe Layer, Mortar Mixer, Walk behind Mortar Buggy and Power Lift
GROUP #3: Wagon Drill(Where separate air compressor unit supplies power.)
GROUP #4: Blaster, Formsetter, Riding Mortar Buggy
GROUP #5: Hazardous Waste Removal
GROUP #6: Asbestos and Lead Removal

WAGES per hour: 07/01/2025
Building Laborer:
Group # 1 \$ 35.64
Group # 2 35.64
Group # 3 36.14
Group # 4 36.14
Group # 5 36.99
Group # 6 36.99

SHIFT WORK

Second shift work will be paid at the base wage plus 10% Third shift work will be paid at the base wage plus 15%

SUPPLEMENTAL BENEFITS

Per hour:
07/01/2025
All groups \$ 26.91

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour
1000 Hour terms at the following percentage of Journeyperson's basic hourly wage.
1st 2nd 3rd 4th
65 % 75 % 85 % 95 %

Supplemental Benefits per hour worked

07/01/2025
Apprentices \$ 26.91

1-190z2B

Laborer - Heavy&Highway

10/01/2025

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Hamilton, Herkimer, Madison, Oneida

PARTIAL COUNTIES

Fulton: Only Townships of Stratford, Oppenheim, Caroga and Ephratah
Montgomery: Only Townships of Minden, St. Johnsville, Canajoharie, Palatine and Root.

WAGES

GROUP # A: Basic, Drill Helper, Flagman, Outboard and Hand Boats.

GROUP # B: Bull Float, Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of all SteelMash, Small Generators for Laborers Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators(1-1/2" and Single Diaphragm), Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

GROUP # C: Rock or Drilling Machine Operators (only where a separate air compressor unit supplies power), Acetylene Torch Operators, Asphalt Raker and Powderman.

GROUP # D: Blasters, Form Setters (prefab curb radius), Stone or Granite Curb Setters.

GROUP # E: Employees performing hazardous waste removal, lead abatement and removal, or asbestos abatement and removal on a State and/or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection.

Per hour: 07/01/2025

Heavy/Highway Laborer:

GROUP # A	\$ 42.65
GROUP # B	42.85
GROUP # C	43.05
GROUP # D	43.05
GROUP # E	45.35

SHIFT WORK

All employees who work a single irregular workday that starts from 5:00 pm to 1:00 am on a governmental mandated night shift shall be paid an additional 15% of base wage per hour.

SUPPLEMENTAL BENEFITS

Per hour: \$ 29.69

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the Monday Holiday is worked it will be paid at double time plus the Holiday pay. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay. If the Saturday Holiday is worked it will be paid at double time plus the Holiday pay

REGISTERED APPRENTICES

Wages per hour

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

1st	2nd	3rd	4th
65%	75%	85%	95%

SUPPLEMENTAL BENEFITS per hour worked

Apprentices \$ 28.69

1-190z2H/H

Laborer - Tunnel

10/01/2025

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 1

ENTIRE COUNTIES

Albany, Fulton, Hamilton, Herkimer, Madison, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

WAGES

Class 1: All support laborers/sandhogs working above the shaft or tunnel. All laborers/sandhogs working inside a 350 foot radius from the center of a shaft/portal performing site work.

Class 2: All laborers/sandhogs working in the shaft or tunnel

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel working outside a 350 foot radius from the center of a shaft/portal unless required to enter the shaft, access manhole or tunnel.

Per Hour

07/01/2025

Class 1	\$ 48.75
Class 2	50.75
Class 4	53.00
Class 5	45.00

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

SHIFT WORK

On all government mandated irregular shift work: 1.5 x the base rate Monday - Friday, Saturday is paid at 1.65 x the base rate, Sunday is paid at 2.15 x the base rate

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$ 30.50

OVERTIME PAY

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

HOLIDAY

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

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and Location where the work is to be performed.

1-190/157T

Lineman Electrician

10/01/2025

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

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

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

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

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

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

-----Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. Includes access matting for line work.

Per hour:	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A:				
Lineman, Technician	\$ 61.56	\$ 64.37	\$ 66.84	\$ 69.47
Crane, Crawler Backhoe	61.56	64.37	66.84	69.47
Welder, Cable Splicer	61.56	64.37	66.84	69.47
Group B:				
Digging Mach. Operator	\$ 55.40	\$ 57.93	\$ 60.16	\$ 62.52
Group C:				
Tractor Trailer Driver	\$ 52.33	\$ 54.71	\$ 56.81	\$ 59.05
Groundman, Truck Driver	49.25	51.50	53.47	55.58
Equipment Mechanic	49.25	51.50	53.47	55.58
Group D:				
Flagger	\$ 33.86	\$ 35.40	\$ 36.76	\$ 38.21

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----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	\$ 61.56	\$ 64.37	\$ 66.84	\$ 69.47
Crane, Crawler Backhoe	61.56	64.37	66.84	69.47
Cable Splicer	67.72	70.81	73.52	76.42
Certified Welder, Pipe Type Cable	\$ 64.64	\$ 67.59	\$ 70.18	\$ 72.94
Group B:				
Digging Mach. Operator	\$ 55.40	\$ 57.93	\$ 60.16	\$ 62.52
Group C:				
Tractor Trailer Driver	\$ 52.33	\$ 54.71	\$ 56.81	\$ 59.05
Groundman, Truck Driver	49.25	51.50	53.47	55.58
Equipment Mechanic	49.25	51.50	53.47	55.58
Group D:				
Flagger	\$ 33.86	\$ 35.40	\$ 36.76	\$ 38.12

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----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	\$ 62.94	\$ 65.81	\$ 68.34	\$ 71.03
Crane, Crawler Backhoe	62.94	65.81	68.34	71.03
Cable Splicer	69.23	72.39	75.17	78.13
Certified Welder, Pipe Type Cable	66.09	69.10	71.76	74.58
Group B:				
Digging Mach. Operator	\$ 56.65	\$ 59.23	\$ 61.51	\$ 63.93
Group C:				
Tractor Trailer Driver	\$ 53.50	\$ 55.94	\$ 58.09	\$ 60.38
Groundman, Truck Driver	50.35	52.65	54.67	56.82
Equipment Mechanic	50.35	52.65	54.67	56.82
Group D:				
Flagger	\$ 34.62	\$ 36.20	\$ 37.59	\$ 39.07

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----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	\$ 64.18	\$ 67.10	\$ 69.68	\$ 72.43
Crane, Crawler Backhoe	64.18	67.10	69.68	72.43
Group B:				
Digging Mach. Operator	\$ 57.76	\$ 60.39	\$ 62.71	\$ 65.19
Group C:				
Tractor Trailer Driver	\$ 54.55	\$ 57.04	\$ 59.23	\$ 61.57
Groundman, Truck Driver	51.34	53.68	55.74	57.94
Equipment Mechanic	51.34	53.68	55.74	57.94
Group D:				
Flagger	\$ 35.30	\$ 36.91	\$ 38.32	\$ 39.84

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

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:

	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A	\$ 31.90*	\$ 32.90*	\$ 34.40*	\$ 35.90*
Group B	\$ 27.90*	\$ 28.90*	\$ 30.40*	\$ 31.90*
Group C	\$ 27.70*	\$ 28.50*	\$ 29.70*	\$ 30.90*
Group D	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

*Plus 7 % of the hourly wage paid. The 7% is based on 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, 15, 25) on HOLIDAY PAGE

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

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:

	07/01/2025	05/04/2026	05/03/2027	05/01/2028
All terms:	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

*Plus 7% of the hourly wage paid. The 7% is based on straight time or premium time.

6-1249a

Lineman Electrician - Teledata

10/01/2025

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

NOTE: Applies to all public work and covered private projects, including those receiving ConnectAll funding subject to LL 224-E, solicited prior to July 1, 2025. For all projects, excluding dial-up internet access service, solicited on or after July 1, 2025, please see BROADBAND

Per hour: 07/01/2025

Cable Splicer	\$ 40.81
Installer, Repairman	\$ 38.73
Teledata Lineman	\$ 38.73
Tech., Equip. Operator	\$ 38.73
Groundman/Flagger	\$ 20.53

For outside work, stopping at first point of attachment (demarcation).

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:

Journeyworker	\$ 5.77
	*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	10/01/2025
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JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

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:	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A:				
Lineman, Technician	\$ 52.86	\$ 55.31	\$ 57.40	\$ 59.64
Crane, Crawler Backhoe	52.86	55.31	57.40	59.64
Certified Welder	55.50	58.08	60.27	62.62
Group B:				
Digging Machine	\$ 47.57	\$ 49.78	\$ 51.66	\$ 53.68
Group C:				
Tractor Trailer Driver	\$ 44.93	\$ 47.01	\$ 48.79	\$ 50.69
Groundman, Truck Driver	42.29	44.25	45.92	47.71
Equipment Mechanic	42.29	44.25	45.92	47.71
Group D:				

Flagger	\$ 31.72	\$ 33.19	\$ 34.44	\$ 35.78
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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:

	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A	\$ 31.90*	\$ 32.90*	\$ 34.40*	\$ 35.90*
Group B	\$ 27.90*	\$ 28.90*	\$ 30.40*	\$ 31.90*
Group C	\$ 27.70*	\$ 28.50*	\$ 29.70*	\$ 30.90*
Group D	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

* Plus 7% of the hourly wage paid. The 7% is based on 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, 15, 25) on HOLIDAY PAGE

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

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:

	07/01/2025	05/04/2026	05/03/2027	05/01/2028
All terms:	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

* Plus 7% of the hourly wage paid. The 7% is based on straight time or premium time.

6-1249a-LT

Lineman Electrician - Tree Trimmer	10/01/2025
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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:	07/01/2025	01/04/2026	01/03/2027
Tree Trimmer	\$ 33.18	\$ 34.67	\$ 36.23
Equipment Operator	29.35	30.67	32.05
Equipment Mechanic	29.35	30.67	32.05

Truck Driver	23.85	24.93	26.05
Groundman	19.64	20.53	21.45
Flagger	15.50	16.20	16.93

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2025	01/04/2026	01/03/2027
Journeyworker	\$ 10.98*	\$ 11.23*	\$ 11.48*

* Plus 4.5% of the hourly wage paid. The 4.5% is based on 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, 16, 25) on HOLIDAY PAGE

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

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

6-1249TT

Mason - Building	10/01/2025
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JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Herkimer, Jefferson, Lewis, Oneida, St. Lawrence

PARTIAL COUNTIES

Madison: Entire County except the Townships of Sullivan & Cazenovia

WAGES

Per hour 07/01/2025

Tile/Marble/Terrazzo

Setter	\$ 37.10
Finisher	29.52

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setters	\$ 20.31
Journeyman Finishers	19.54

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	\$ 12.66
3rd & 4th Term	16.49
5th Term	18.40
6th Term	20.31

Finishers:	
1st & 2nd Term	\$ 11.95
All others	15.74

12-2TS.2

Mason - Building	10/01/2025
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JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Herkimer, Oneida

PARTIAL COUNTIES

Lewis: The townships of Lewis, Leyden, Osceola, Turin and West Turin
Madison: Entire County except the Townships of Sullivan and Cazenovia

WAGES

Per hour 07/01/2025

Bricklayer/Blocker	\$ 39.99
Cement Mason(Bldg)	39.99
Plasterer/Fireproofing*	39.99
Stone Mason	39.99
Concrete Cutter	39.99
Pointer/Caulker/Cleaner	39.99

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.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 22.13

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

750 hour terms at the following percentage of Journey's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked:

All Terms \$ 22.13

12-2b.2

Mason - Heavy&Highway	10/01/2025
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JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

PARTIAL COUNTIES

Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 12-2h/h on.

WAGES

Per hour

07/01/2025

Mason &
Bricklayer

\$ 43.01

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

\$ 22.93

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	\$ 14.13
All Other	22.93

12-2hh.1

Millwright

10/01/2025

JOB DESCRIPTION Millwright

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

THE FOLLOWING RATE APPLIES TO ANY GAS/STEAM TURBINE AND OR RELATED COMPONENT WORK, INCLUDING NEW INSTALLATIONS OR MAINTENANCE AND ANY/ALL WORK PERFORMED WITHIN THE PROPERTY LIMITS OF A NUCLEAR FACILITY.

Per hour: 07/01/2025

Millwright -
Power Generation

\$ 47.00

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 \$ 28.45*

*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	\$ 11.95
Appr. 2nd year	23.50
Appr. 3rd year	25.15
Appr. 4th year	26.80

6-1163Power

Millwright

10/01/2025

JOB DESCRIPTION Millwright

DISTRICT 2

ENTIRE COUNTIES

Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, Oneida, Onondaga, Oswego, St. Lawrence, Warren, Washington

WAGES

Per hour: 07/01/2025

Building	\$ 38.41
Heavy & Highway	41.91

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	\$ 27.50
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OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday 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
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65% 75% 80% 90%

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 Benefits per hour:

Apprentices:

1st term	\$ 11.95
2nd term	22.84
3rd term	24.39
4th term	25.95

2-1163.2

Operating Engineer - Building

10/01/2025

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

NOTE:

---If a prime contract is let for site work only, meaning no buildings are involved in their site contract, the Heavy/Highway rates would be applicable. When a prime contract is let for site work and building excavation is part of that contract, the Building rates would be applicable for the Operators classification.

---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C.

CLASS A1*: All Cranes (A1 Includes Boom Trucks over 5 tons, Cableway, Cherry Picker, Derrick, Dragline, Dredge, Overhead Crane, Pile Driver, Tower Crane**, Truck Crane, Whirlies).

CLASS A: Air Plako, Asphalt & Blacktop Roller, Automated Concrete Spreader (CMI or equivalent), Automated Fine Grade Machine (CMI), Backhoe, Barrel Shredder, Belt Placer, Blacktop Spreader (such as Barber-Greene & Blaw Knox), Blacktop Plant (automated), Blast or Rotary Drill (Truck or Cat mounted), Boom Trucks (5 ton and under), Burning Plant Operator, Caisson Auger, Central Mix Plant (automated), Concrete Pump, Crusher (Rock), De-watering Press, Diesel Power Unit, Dirt Filter Press with Operation Equipment, Dredge, Dual Drum Paver, Elevating Grader (self-propelled or towed), Elevator Hoist - Two Cage, Excavator - all purpose hydraulically operated, Forklift (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), Forklift (over 10 ton with or without attachments), Front End Loader (under 4 c.y.), Grout Pump, Gunite 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, Forklift ("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: 07/01/2025

Building	
Class A1*	\$ 49.61
Class A	48.11
Class B	45.99
Class C	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 \$ 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: 60%
2nd: 65%
3rd: 70%
4th: 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:

07/01/2025

All terms: \$ 32.05

6-158-545b.s

Operating Engineer - Heavy&Highway

10/01/2025

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

NOTE:

---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C.

CLASS A1*: All Cranes that require a NYS Crane License (Boom Truck, Cherry Picker, Derrick, Dragline, Overhead Crane (Gantry or Straddle Type), Pile Driver, Tower Cranes (including self-erecting)**, Truck Crane).

CLASS A: Asphalt Curb Machine (self-propelled, slipform); Asphalt Paver; Automated Concrete Spreader (CMI type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Backhoe Excavator, Full Swing (CAT 212 or similar type); Back Filling Machine; Belt Placer (CMI type); Blacktop Plant (automated); Blacktop Roller; Bull Dozer being operated with active GPS; Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled, slipform); Concrete Pump; Cranes - listed in A1 that do not require a NYS Crane License; Directional Boring/Drilling Machine; Dredge; Dual Drum Paver; Excavator (all purpose-hydraulic, Gradall or similar); Front End Loader (4 cu. yd. & over); Head Tower (Sauerman or equal); Hoist (two or three drum); Holland Loader; Maintenance Engineer; Mine Hoist; Mucking Machine or Mole; Pavement Breaker (SP Wertgen; PB-4 and similar type); Profiler/Milling Machine (over 105 h.p.); Power Grader; Quad 9; Quarry Master (or equivalent); Rotating Telehandler; Scraper (including challenger type); Shovel; Side Boom; Slip Form Paver; Tractor Drawn Belt-Type Loader; Truck or Trailer Mounted Chipper (self-feeder); Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Backhoe (tractor mounted, rubber tired); Bituminous Recycler Machine; Bituminous Spreader and Mixer; Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Bridge Deck Finishing Machine; Brokk; Cage Hoist; Central Mix Plant (non-automated) and All Concrete Batching Plants; Concrete Paver (over 16'); Crawler Drill (self-contained); Crusher; Diesel Power Unit; Drill Rigs (truck or tractor mounted); Front End Loader (under 4 cu. yd.); Greaseman - Lubrication Engineer; HiPressure Boiler (15 lbs & over); Hoist (one drum); Hydro-Axe; Kolman Plant Loader & similar type loaders; Locomotive; Material Handling Knuckle Boom; Mini Excavators (under 18,000 lbs.); Mixer (for stabilized base, self-propelled); Monorail Machine; Profiler/Milling Machine (105 h.p. and under); Plant Engineer; Prentice Loader; Pug Mill; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above subgrade, See Class A for Blacktop Roller); Sea Mule; Self-contained ride-on Rock Drill (excluding Air-Track type drill); Skidder; Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Vacuum Machine (mounted or towed); Vermeer Saws (ride-on, any size or type); Welder; Winch and Winch Cat; Work Boat Operator including L.C.M.'s.

CLASS C: "A" Frame Winch Hoist (On Truck); Aggregate Plant; Articulated Heavy Hauler; Asphalt or Concrete Grooving Machine (ride-on); Ballast Regulator (ride-on); Bituminous Heater (self-propelled); Boat (powered); Boiler (used in conjunction with production); Cement & Bin Operator; Compressors***; Concrete Pavement Spreader and Finisher; Concrete Paver or Mixer (16' & under); Concrete Saw (self-propelled); Conveyor; Deck Hand; Directional Boring/Drilling Machine Locator; Drill (Core); Drill (Well); Dust Collectors***; Electric Pump When Used in Conjunction with Well Point System; Farm Tractor with accessories; Fine Grade Machine; Fireman; Forklift; 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: 07/01/2025

H/H	
CLASS A1*	\$ 58.85
CLASS A	55.85
CLASS B	54.97
CLASS C	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: 07/01/2025

Journeyworker \$ 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: 60%

2nd: 70%

3rd: 80%

4th: 90%

Additional \$2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

6-158-545h

Operating Engineer - Survey Crew

10/01/2025

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 12

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2025

Party Chief \$ 52.91

Instrument Person 48.67

Rod Person 36.29

Additional \$3.00/hr. for Tunnel Work

Additional \$2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 30.10

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:

07/01/2025

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

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 21.88 / PHP \$18.03
1001-2000	24.90 / " 20.45
2001-3000	27.93/ " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

10/01/2025

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 12

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2025

Party Chief	\$ 52.91
Instrument Person	48.67
Rod Person	36.29

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	\$ 30.10
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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:

07/01/2025

0-1000	60%
1001-2000	70%

2001-3000 80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 21.88 / PHP \$18.03
1001-2000	\$ 24.90 / " 20.45
2001-3000	\$ 27.93 / " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Tunnel

10/01/2025

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, 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.); 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 & 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); Revinius Widener; Shell Winder; Steam Cleaner; Tractor.

Per hour: 07/01/2025

CLASS A	\$ 58.44
CLASS B	57.22
CLASS C	54.43
CLASS D	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	\$ 62.44
Crane 2	61.44
Crane 3	60.44

SUPPLEMENTAL BENEFITS

Per hour:

\$ 25.90
+ 10.10*

* This portion of the benefits subject to SAME PREMIUM 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	10/01/2025
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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:	07/01/2025	05/01/2026 Additional
Basic Rate (Brush & Roll)	\$ 28.32	\$ 1.85*
Sign Painting	28.32	1.85*
Lead Based Paint Abatement	28.32	1.85*
Drywall Taper/ Finisher	29.32	1.85*
Wallcovering	29.32	1.85*
Drywall Machine Operator	29.82	1.85*
Spray	28.82	1.85*
Parking Lot, Hwy Striping	28.82	1.85*
Epoxy (Brush-Roller)	28.82	1.85*
Epoxy (Spray)	28.82	1.85*
Sandblasting (Operator)	28.82	1.85*
Boatswain Chair	28.82	1.85*
Swing Scaffold	28.82	1.85*
Structural Steel	28.82	1.85*
(except bridges, tanks, tunnel)		
Coal Tar epoxy	29.82	1.85*
Asbestos Encapsulation	30.52	1.85*

* To be allocated at a later date.

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 \$ 27.20

OVERTIME PAY

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

* NOTE - On exterior work only.

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

10/01/2025

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/2025	05/01/2026
		Additional
Bridge	\$ 46.19	\$ 2.50
Tunnel	46.19	
Tank*	44.19	

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:

\$ 31.51

OVERTIME PAY

Exterior work only See (B, E2, E4, F, R) on OVERTIME PAGE.

All other work See (B, F, R) 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 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

10/01/2025

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

	07/01/2025
Metal Polisher	\$ 40.33
Metal Polisher*	41.43
Metal Polisher**	44.33

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2025

Journeyworker:
All classification \$ 13.44

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:

07/01/2025

1st year	\$ 20.17
2nd year	22.18
3rd year	24.20

1st year*	\$ 20.56
2nd year*	22.62
3rd year*	24.74

1st year**	\$ 22.67
2nd year**	24.68
3rd year**	26.70

*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:
Per hour:

1st year	\$ 8.94
2nd year	8.94
3rd year	8.94

8-8A/28A-MP

Plumber

10/01/2025

JOB DESCRIPTION Plumber

DISTRICT 7

ENTIRE COUNTIES

Herkimer, Oneida

PARTIAL COUNTIES

Hamilton: Only the Town of Inlet.

Lewis: Towns of Lewis, Leyden, Lyonsdale, and West Turin.

Madison: Towns of Brookfield, Eaton, Fenner, Hamilton, Lebanon, Lenox, Lincoln, Madison, Nelson, Oneida, Smithfield, and Stockbridge.

Otsego: Towns of Cherry Valley, Exeter, Middlefield, Otsego, Plainfield, Richfield, Roseboom, and Springfield.

WAGES

Per hour:	07/01/2025	05/01/2026
		Additional
Plumber	\$ 45.93	\$ 3.45*
Steamfitter	45.93	3.45*

* To be allocated at a later date

SHIFT WORK

Agency-mandated shift operations:

- Shift work shall start no earlier than 6AM Monday and will conclude no later than 9AM Saturday (overtime premiums applicable after 8 hours in a shift).
- Single irregular shiftwork, less than 3 consecutive days will be paid at the rate of time and one-half of the regular hourly rate.
- 3 consecutive work days or more:
 - First Shift - Regular hourly rate.
 - Second Shift - Regular hourly rate plus 12%.
 - Third Shift - Regular hourly rate plus 18%.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 15.15
	+ 18.67**

** This portion of the benefit is subject to the SAME PREMIUM as shown for overtime on projects over \$100 million in total construction cost (including engineering & architecture).

OVERTIME PAY

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

*Portion of supplemental benefits subject to V code when project cost is over \$100 million (including engineering & architecture).

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Sunday, it will be observed the following day. If a holiday falls on Saturday, it will be observed that day unless so determined by the Federal Government to be celebrated on a different day.

REGISTERED APPRENTICES

WAGES: Yearly terms at the following percentages of Journeyworker's wage.

1st	2nd	3rd	4th	5th
50%	55%	60%	70%	85%

SUPPLEMENTAL BENEFITS per hour:

1st Term:	\$ 15.15
	+ 8.92**

All others:	\$ 15.15
	+ 14.21**

** This portion of the benefit is subject to the SAME PREMIUM as shown for overtime on projects over \$100 million in total construction cost (including engineering & architecture).

7-112n-SF

Roofer	10/01/2025
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JOB DESCRIPTION Roofer

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2025	06/01/2026	06/01/2027
		Additional	Additional
Roofer, Waterproofer	\$ 35.80	\$ 2.00*	\$ 2.00*

* To be allocated at a later date.

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	\$ 26.30

Additional contribution on any Asbestos Abatement work	0.75
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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	\$ 19.93
2nd term	21.85
3rd term	25.30
4th term	26.30

Additional contribution on any Asbestos Abatement work	\$ 0.75
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6-195

Sheetmetal Worker	10/01/2025
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JOB DESCRIPTION Sheetmetal Worker

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence

WAGES

Per hour:	07/01/2025	11/01/2025	05/01/2026 Additional	05/01/2027 Additional
Sheetmetal Worker:				
** (under \$10 million)	\$ 36.29	\$ 37.54	\$ 3.25*	\$ 3.25*
** (over \$10 million)	\$ 42.29	\$ 43.54	3.25*	3.25*

* To be allocated at a later date.

** For total cost of Sheetmetal contract only.

TO INCLUDE METAL ROOF FLASHINGS, GRAVEL STOP, AND METAL STANDING SEAM ROOFING.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2025	11/01/2025
Journeyworker	\$ 23.31	\$ 23.56

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 the Journeyworker's wage.

1st	2nd	3rd	4th	5th
55%	60%	70%	75%	85%

SUPPLEMENTAL BENEFITS per hour:

	1st	2nd	3rd	4th	5th
07/01/2025	\$ 14.84	\$ 15.45	\$ 16.54	\$ 18.18	\$ 19.27
11/01/2025	\$ 15.11	\$ 15.70	\$ 16.79	\$ 18.43	\$ 19.52

6-58

Sprinkler Fitter	10/01/2025
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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 07/01/2025

Sprinkler \$ 45.06
Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$ 29.41

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
\$ 23.28	\$ 25.98	\$ 28.15	\$ 30.31	\$ 31.94	\$ 34.64	\$ 36.81	\$ 38.97	\$ 41.14	\$ 43.30

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 9.57	\$ 9.57	\$ 21.49	\$ 21.49	\$ 21.74	\$ 21.74	\$ 21.74	\$ 21.74	\$ 21.74	\$ 21.74
1-669									

Teamster - Building	10/01/2025
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JOB DESCRIPTION Teamster - Building

DISTRICT 1

ENTIRE COUNTIES

Hamilton, Herkimer, Oneida

PARTIAL COUNTIES

Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida

Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worchester.

WAGES

GROUP # A:

Straight trucks, winch, transit mix on the site, road oilers,
dump trucks, pick-ups, panel, water trucks, fuel trucks on the site
(including nozzle).

GROUP # B:

Low boy or Low boy trailer, Euclids or similar equipment.

WAGES per hour

07/01/2025

Group A \$ 34.65

Group B 34.95

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$ 29.56

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

1-294z2

Teamster - Heavy&Highway	10/01/2025
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JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES

Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida

Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worchester.

Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Luzerne, Caldwell (Lake George), and Queensbury.

WAGES

GROUP #1:

Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axel Dump Trucks,
Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

GROUP #2:

Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP #3:

Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP #4:

Specialized Earth Moving Equipment, Euclid type, or similar off-highway, where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

GROUP #5:

Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

WAGES per hour	07/01/2025	07/01/2026	07/01/2027
Group #1	\$ 41.78	\$43.79	\$45.79
Group #2	41.84	43.85	45.85
Group #3	41.93	43.94	45.95
Group #4	42.07	44.09	46.10
Group #5	42.24	44.26	46.28

Hazardous waste projects that require a Level C or greater protection shall be paid an additional \$ 1.00 per hour.

SHIFT WORK

All employees who work a single irregular work shift starting between 5pm and 1 am on governmental mandated night shifts shall be paid an additional \$2.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 29.87	\$ 30.77	\$ 31.64
+\$1.00 per*	+\$1.00 per*	+\$1.00 per*
hour worked	hour worked	hour worked

(*) not applicable to paid holidays

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

1-294h/h

Welder

10/01/2025

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2025

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

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

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

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

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

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (B3) Time and one half of the hourly rate after 40 straight hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays

- (S) Two and one half times the hourly rate for Holidays
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

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

Telephone

Fax

E-Mail:

2. NY State Units (see Item 5).

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

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

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

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

Telephone

Fax

E-Mail:

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

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:
Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

☐

1. New Building

☐

2. Addition to Existing Structure

☐

3. Heavy and Highway Construction (New and Repair)

☐

4. New Sewer or Waterline

☐

5. Other New Construction (Explain)

☐

6. Other Reconstruction, Maintenance, Repair or Alteration

☐

7. Demolition

☐

8. Building Service Contract

8. OCCUPATION FOR PROJECT :

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

☐ Tunnel

☐ Residential

☐ Landscape Maintenance

☐ Elevator maintenance

☐ Exterminators, Fumigators

☐ Fire Safety Director, NYC Only

☐ 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 10/10/2025

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL		AKHLAQ OULAKH		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO 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	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DA	*****2404	BJA RENOVATION, CORP		33 DOLLARD DR NORTH BABYLON NY 11703	03/19/2025	03/19/2030
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	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTI ON	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER PEROSI		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	*****2281	CORRAO TRUCKING, INC.		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARWIN PEGUESE		6400 BALTIMORE NATIONAL SUITE 602CANTONSVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026

NYSDOL Bureau of Public Work Debarment List 10/10/2025

Article 8

DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****2337	EGL DRAINAGE SOLUTION & REPAIRS LLC		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO		2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	*****4760	GTx CONSTRUCTION ASSOCIATES, CORP		2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****2397	ISLAND BREEZE MARINE, INC.		6400 BALTIMORE NATIONAL CANTONSVILLE MD 21228	10/24/2024	10/24/2029
DOL	DOL	*****5010	J. LINDSLEY ENTERPRISE, LLC		1002 STATE ROUTE 176 FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL	*****0241	J. LINDSLEY ROOFING, LLC		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
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

NYSDOL Bureau of Public Work Debarment List 10/10/2025

Article 8

DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JENNIFER LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DA		JOSEPH DEMASCO		33 DOLLARD DRIVE NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL		JOSEPH HALL		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL	*****2271	JOSEPH HALL COMPANIES LLC		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026

NYSDOL Bureau of Public Work Debarment List 10/10/2025

Article 8

DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KEVIN FUNEZ URBINA A/K/A KEVIN FUNEZ		1009 LYNDAL AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****8760	KJ&J CONSTRUCTION, LLC		1009 LYNDAL AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****3716	LIGHTNIN ELECTRIC INC.		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		MOHAMMAD MIAN		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	NYC		NASEER CHAUDHRY		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS BARNETT		33 DOLLARD DR BABYLON NY 11703	03/04/2025	03/04/2030
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		NIKOLA NTONI		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029

NYSDOL Bureau of Public Work Debarment List 10/10/2025

Article 8

DOL	NYC	*****6971	NN CONSTRUCTION, INC.		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	*****4772	R.W. LOBDELL CONSTRUCTION LLC		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
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	*****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 RD POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED MUHAMMAD S. JAFRI A/K/A SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
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

NYSDOL Bureau of Public Work Debarment List 10/10/2025

Article 8

DOL	DOL	*****2426	THE MATRUKH GROUP, INC.		4307 28TH AVE PO BOX 9082ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		THOMAS LOBDELL		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		VINCENT CORRAO		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028



**STORM WATER POLLUTION PREVENTION PLAN
(SWPPP)**

FOR THE CONSTRUCTION OF THE

**TRIANGLE AREA CIVIL SITE DEVELOPMENT
PROJECT**

&

STATE ROUTE 825 ROUNDABOUT PROJECT

AT THE

**GRIFFISS INTERNATIONAL AIRPORT
ROME, NEW YORK**

FINAL DESIGN

MAY 2, 2025

TABLE OF CONTENTS

- 1.0 Introduction
- 2.0 Notice of Intent Requirements
- 3.0 Storm Water Pollution Prevention Plan
 - 3.1 Site Description
 - 3.2 Erosion and Sediment Control Practices
 - A. Temporary Structural Measures
 - 1. Dust Control
 - 2. Compost Filter Sock
 - 3. Street Sweeping
 - 4. Storm Drain Inlet Protection
 - B. Vegetative Measures
 - 1. Mulching
 - 2. Seeding
 - 3. Topsoiling
 - 4. Protecting Vegetation
 - 3.3 Water Quality and Quantity Control
 - 3.4 Stormwater Management
 - 3.5 Post Construction Water Quality & Quantity Controls
 - 3.6 Other Requirements
 - 3.7 Inspections
 - 3.8 Maintenance
 - 3.9 Contractors
- 4.0 Retention of Records
- 5.0 Notice of Termination Requirements

APPENDICES:

- Appendix A Location Plan
 - General Plan
 - Grading Plans
 - Soil Erosion and Sediment Control Details
- Appendix B Weekly Soil Erosion and Siltation Control Inspection Checklist
- Appendix C Contractor's SWPPP Certification Form
- Appendix D Notice of Intent
- Appendix E Notice of Termination (*sample form, NYSDEC portal submission required*)
- Appendix F Hydrological Calculations

1.0 INTRODUCTION.

The Clean Water Act states that storm water discharges associated with an industrial activity from a point source, including through a separate municipal storm water sewer system, is unlawful unless authorized by a National Pollutant Discharge Elimination System (NPDES) permit. In New York State, the New York State Department of Environmental Conservation (NYSDEC) administers the NPDES through the State Pollution Discharge Elimination System (SPDES) program. According to the SPDES General Permit, construction sites or common plans of development that result in disturbance of one or more acres are subject to permitting requirements.

This plan outlines the manner in which to reduce the potential of storm water runoff pollution during construction activities and assigns responsibilities to ensure that the contractor and his subcontractors implement the requirements of the Storm Water Pollution Prevention Plan (SWPPP). The SWPPP was developed based on the NYSDEC Stormwater Discharge Associated with Construction Activities (SPDES) General Permit #GP-0-25-001, effective January 29, 2025.

GP-0-25-001 is a five (5) year general permit for discharges of stormwater to surface waters of the State from construction activities as defined in 40 CFR 122.26(b)(14)(x) and (b)(15)(i - ii). Pursuant to Section 402 of the Clean Water Act (CWA), stormwater discharges from certain construction activities (including discharges through a municipal separate storm sewer system) are unlawful unless they are authorized by a National Pollutant Discharge Elimination System (NPDES) permit or by a state permit program. New York administers the approved SPDES program with permits issued in accordance with the New York State Environmental Conservation Law (ECL) Article 17, Titles 7, 8 and Article 70. An owner or operator of a construction activity must operate under an effective individual SPDES permit, which addresses the stormwater discharges, or obtain coverage under GP-0-25-001.

2.0 NOTICE OF INTENT REQUIREMENTS.

To obtain coverage under a general permit, an electronic Notice of Intent (eNOI) must be submitted by the owner at least 5 days prior to commencement of construction activities. Contractor shall not begin work on any portion of this project that requires implementation of SWPPP procedures until after the time period has elapsed following NYSDEC's receipt of the NOI.

3.0 STORM WATER POLLUTION PREVENTION PLAN.

This Storm Water Pollution Prevention Plan (SWPPP) was developed to set guidelines during construction activities to minimize erosion and sediment laden runoff. A copy of this SWPPP shall be retained at the construction site throughout the duration of this project.

The Contractor shall meet all conditions of this SWPPP and all conditions within the NYSDEC Stormwater Discharge Associated with Construction Activities (SPDES) General Permit #GP-0-25-001. The contractor shall be responsible for implementation of SWPPP procedures including being responsible for any subcontractors who are performing work that requires implementation of SWPPP procedures.

During the course of the project and upon approval by the Owner, the Contractor shall amend the plan whenever there is a change in construction operations, or site conditions which may have an effect on the potential for the discharge of pollutants.

3.1 Site Description.

- A. Perimeter Road reconstruction and extension: Perimeter Road will be reconstructed from the connection with a new roundabout on State Route 825 (by others) and traversing into the proposed triangle development site. Existing asphalt and concrete pavements will be reconstructed to accommodate the new asphalt pavement section including curb and gutter, stormwater drainage and management, sidewalk and landscaping. This project includes extension of water, sanitary sewer, electrical (street lighting), and communications utility infrastructure parallel with Perimeter Road alignment and continuing north into the Triangle site. The existing airport perimeter fence will be realigned per the Triangle Development Land Release so that the proposed development is outside of the secure airport Air Operations Area.

NYS Route 825 Roundabout: This project involves the construction of a 2 lane roundabout at the intersection of NYS Route 825 and Perimeter Road in support of the Oneida County "Triangle Development" project at the Griffiss International Airport in Rome NY. The land development project will generate additional traffic at the NYS Route 825 and Perimeter Road intersection that will require further traffic control measures to mitigate the impacts of the additional traffic. The southern portion of Perimeter Road will be relocated to the east as part of the roundabout approach pavement. The existing parking lot located adjacent to the B-52 bomber memorial and just north of the Rte 825/Perimeter Road intersection will be relocated and expanded to accommodate the baseball field parking needs. A 450 foot long 10ft tall noise wall will also be constructed along the southern Rte 825 highway boundary to mitigate the additional noise generated by the increase in traffic at the intersection.

- B. Below is a description of the intended sequence of major construction activities which involve soil disturbance:

- Install temporary erosion and sediment controls
- Rubbalize existing concrete pavement
- Full depth excavation of concrete and asphalt pavement and stockpile spoils
- General site excavation and embankment
- Install utilities: water, sewer, electrical
- Install light pole foundations and light structures
- Install drainage structures and pipe
- Install road stone subbase
- Asphalt pavement
- Topsoil placement
- Seed and mulch (or hydroseed) all areas disturbed from construction activities.
- After stabilization, remove temporary erosion and sediment controls.

- C. The total project area is approximately 215 acres of which approximately 16.36 acres are expected to be disturbed from grading/excavation operations during construction.

Existing Impervious Area within disturbance area = 10.10 acres

Existing Pervious Area within disturbance area = 6.26 acres

Proposed Impervious Area within disturbance area = 6.87 acres

Proposed Pervious Area within disturbance area = 9.49 acres

Impervious Area Reduction = $[(10.10 \text{ acres} - 6.87 \text{ acres}) / (10.10 \text{ acres})] \times 100 = 31.98\%$
reduction

Disturbance will be limited to less than 5.0 acres at any given time during construction.

- D. The existing soil is primarily silty gravelly SAND or silty sandy GRAVEL in a medium dense to very dense condition. The soils are expected to be moderately to somewhat excessively well drained, variable and non-cohesive. The existing soils are classified as Hydrologic Soil Group (HSG) Type A or A/D. For soils that are assigned a dual HSG (A/D, B/D or C/D), the first letter is for drained areas and the second is for undrained areas. The runoff coefficient utilized for pavement is 0.90 and for turf is 0.25.
- E. A location plan, general plan, grading plans, and soil erosion and sediment control details have been included in Appendix A. The location plan shows the project location while the general plan identifies the overall project site. Project grading plans have been included to indicate grading limits, drainage patterns, grade slopes, location of erosion and sediment controls and storm water discharge locations. The soil erosion and sediment control details have been included to identify controls to be utilized on this project.
- F. The storm water runoff from this project will be discharged into the Mohawk River via an existing storm drainage system, culverts and swales. Review of the existing topography reveals that this drainage area before development discharges across this same general area and therefore, the drainage patterns have not been altered.
- G. The present owner is: Oneida County, New York
Oneida County Department of Aviation
Griffiss International Airport (KRME)

The contact person for the project is: Ed Arcuri, Commissioner, 315-736-4171

3.2 Erosion and Sediment Control Practices. The following control practices have been incorporated into the Contract Documents. The Contractor shall be required to construct and maintain the erosion and sediment controls in accordance with this document and the associated Contract Documents for this project. If the total area of disturbed soil at any one time is greater than five acres, then the portion of the site in excess of five acres shall be temporarily or permanently stabilized. Written permission may be obtained from the NYSDEC in advance of construction to allow land disturbance greater than five acres.

A. Temporary Structural Measures. Temporary structural measures have been incorporated into the Contract Documents. The quantities required to complete the work have been estimated, however, there is no guarantee of the actual quantities used during construction. Other measures may be ordered by the Engineer, Owner or NYSDEC which are not listed below. Temporary structural measures not covered by contract items will be paid for in accordance with Section 90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK. The temporary structural measures included in this contract are as follows:

1. Dust Control.

- Dust resulting from land-disturbing activities shall be controlled to prevent surface and air movement of dust from disturbed soil surfaces.
- Dust control measures shall be employed on construction roads, access points and other disturbed areas subject to dust movement.
- On non-driving areas, measures such as vegetative cover, mulch or sprayed adhesives shall be employed.
- On driving areas, water shall be applied by sprinkling until the surface is wet.
- Dust control measures shall be applied constantly through dry weather until all disturbed areas are stabilized.

2. Compost Filter Sock.

- Compost filter sock shall be installed to intercept sediment laden runoff from small drainage areas of disturbed soils. The silt fence also reduces runoff velocity and effects deposition of transported sediment load.
- Compost filter sock shall be maintained to prevent sediment bypass.
- Compost filter sock shall be removed when bulges develop, and the sock shall be repaired or replaced when needed.

3. Street Sweeping.

- Since the project is interior to the airport property and not immediately adjacent to public roads, street sweeping will be applied on interior airport roads to prevent sediment migration to public roads.
- A stabilized construction entrance is not anticipated. If deemed necessary a stabilized construction entrance shall be constructed where traffic will be entering or leaving a construction site to or from a street, alley, sidewalk or parking area.
- Clean wheels of vehicles when necessary to remove sediment prior to entering right-of-way or street. Wheel washing shall be performed on a stabilized area which drains to an approved sediment trapping device.
- Cleaning shall be performed in an area and in a manner that will prevent sediment from entering storm drains, ditches or watercourses.

4. Storm Drain Inlet Protection.

- A storm drain inlet protection shall be installed around inlets. The purpose is to prevent sediment-laden water from entering inlets to a storm drain system.
- Inspect the structure after every storm event.
- Clean the structure when sediment accumulates.
- Remove sediment when and dispose at a protected location in a manner that will prevent sediment from entering storm drains, ditches or watercourses.
- Replace any missing stone, check for proper anchoring and secure as necessary.

B. Vegetative Measures.

1. Mulching.

- Mulching is used to provide initial erosion control while seeding. Mulch can be used alone for temporary stabilization in non-growing months.
- Apply mulch directly after seeding.
- Anchor mulch where needed.
- Re-apply mulch as needed.

2. Seeding.

- Immediately after completion of grading operations, topsoil shall be replaced and all areas disturbed from grading operations shall be seeded and mulched in an effort to stabilize the site.
- Temporary stabilization measures (including topsoil, seed and mulch) shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after construction activity has ceased.
- Repair areas where soil erosion occurs.
- Re-apply seed and mulch after repairs, and in areas where grass does not begin to grow.
- Where construction activity will resume on a portion of the site within 21 days from when activities ceased, (e.g. the total time period that construction activity is

temporarily ceased is less than 21 days) then stabilization measures do not have to be initiated on that portion of the site by the 14th day after construction activity temporarily ceased.

- Where snow cover precludes the initiation of stabilization measures by the 14th day after construction activity, the area shall be stabilized as soon as possible. Measures shall be taken to eliminate erosion and siltation while the area is covered with snow.

3. Topsoiling.

- Topsoil is required to provide acceptable plant cover growing conditions.
- Topsoil placed on slopes greater than 5% shall be promptly fertilized, seeded, mulched and “tracked” with suitable equipment.

4. Protecting Vegetation.

- The Contractor shall make every effort to protect trees, shrubs, ground cover and any other vegetation adjacent to the work areas. The purpose of preserving existing vegetation where obtainable is to reduce soil erosion and enhance water quality.
- Mark trees and other valuable vegetation to be protected with suitable barriers.
- Place barriers far enough away to avoid contact with tall construction equipment.
- Avoid hauling over or unnecessarily excavating the root system.
- Avoid spills of oil, gas and other contaminants near the root system.

3.3 Water Quality & Quantity Controls. Post-construction storm water management practices have been developed with the intention of reducing the risk of increased runoff velocity, erosion and point source discharges once the project has been completed. This project is a redevelopment project with a net decrease in impervious cover of greater than 25% of the disturbed impervious area. Per Section 9.2.1.A.I of the NYSDEC Stormwater Management Design Manual (SMDM) this satisfies the water quality control criteria for redevelopment areas. As this is a redevelopment project with a net decrease in imperviousness and no changes to site hydrology or drainage patterns that will result in an increase in discharge rate or velocity from the project site, water quantity controls for CPv, 10 year, and 100 year storm are not required per Section 9.2.1.C VI and VII of the NYSDEC SWDM. Hydrologic calculations are not required for this project.

3.4 Storm Water Management. The best approach to storm water management for construction activities is through the use of a self-designed Storm Water Pollution Prevention Plan (SWPPP). The development of the SWPPP through the use of Best Management Practices (BMP) is to prevent erosion and pollutants from the construction materials mixing with storm water runoff and being discharged from the project site. BMP's should be designed to prevent, or at least control, the pollution of storm water before it has a chance to affect receiving waters. Using BMP's in this way improves the discharge water quality.

Specific requirements for management of storm water and maintaining water quality include, but are not limited to:

- A. There shall be no increase in turbidity that will cause a substantial visible contrast to natural condition;
- B. There shall be no suspended, colloidal, and settleable solids that will cause deposition or impair the waters for their best usages, and;
- C. There shall be no residue from oil and floating substances, visible oil film, globules or grease. In addition, local ordinances may affect these Best Management Practices. Any conditions or specific local ordinances are to be included in the development of the BMP's for the project.

The following steps will help ensure proper handling of construction wastes:

- A. Contractor shall designate a waste collection area onsite.
- B. An adequate number of containers with lids or covers shall be placed in the collection area.
- C. When required, containers shall be located in a covered area.
- D. Waste collection shall be coordinated when containers are full. If a container does overflow, cleanup shall be performed immediately.

The following steps will help ensure proper handling of hazardous construction products and materials:

- A. Check with local waste management authorities to determine what the requirements are for disposing of hazardous materials.
- B. Use all of the product before disposing of the container
- C. Do not remove the original product label from the container as it contains important information.
- D. Surplus products will not be mixed together prior to disposal unless specifically recommended by the manufacturer.
- E. The manufacturer's recommended disposal methods, printed on the label, shall be followed.
- F. Contaminated soils may be encountered onsite during earthmoving activities or during the cleanup of a spill or leak of a hazardous product. A sample of the contaminated material will require laboratory analysis. Disposal methods will be determined following the review of the analytical results. The excavated material shall be stored in a roll-off. The roll-off shall be covered to prevent precipitation from entering it.
- G. Residual concrete remaining in concrete mixing trucks may be emptied or washed onsite. Excess concrete and wash water shall be disposed of in a manner that prevents contact between these materials and storm water which will be discharged from the site. Dikes shall be constructed around the area to contain these materials until they harden, at which time they may be incorporated into the fill on site, or disposed of off-site. Excess concrete, or concrete that does not meet the project specifications shall be handled in a similar manner.

On a construction site, the material storage area can become a major source of risk due to possible mishandling of materials or accidental spills. The following steps will help ensure proper material management:

- A. Pesticides will be handled as infrequently as possible. All applicable Federal, State, and local regulations shall be observed when using, handling, or disposing of these materials.
- B. Oil, gasoline, and lubricants shall be handled carefully to minimize their exposure to stormwater.
- C. Equipment shall be available to contain and clean up petroleum spills in fuel storage areas, and shall be on board maintenance and fueling vehicles.
- D. Petroleum products shall be stored in covered areas. Dikes shall be constructed around fuel vehicle storage areas to contain spills.
- E. The application of fertilizers shall be limited to the area specified and the minimum recommended application rate.
- F. Soil erosion and sediment control practices will reduce the amount of fertilizers that can leave the site in runoff.

- G. Use of detergents onsite shall be limited to only that which is essential to perform the work. Wash water containing detergents shall not be discharged to the storm sewer system.
- H. Equipment shall be available to contain and clean up spills of hazardous materials in the areas where these materials are stored or used. Spills shall be cleaned up immediately. Materials shall be stored in a dry covered area.
- I. Store and handle material to prevent spills. Keep materials in tightly seal containers in a well ventilated area.
- J. All containers shall be clearly labeled.
- K. Exposure to storm water contact shall be reduced if there is a spill.
- L. Cleanup procedures shall be clearly posted.
- M. Personnel responsible for responding to a spill of toxic or hazardous materials shall be identified and properly trained, or a private firm that specializes in spill cleanup shall be identified.

3.5 Post Construction Water Quality & Quantity Controls

- A. Chapters 3-5 of the NYSDEC Stormwater Management Design Manual (SMDM) provides a green infrastructure approach to stormwater management to reduce a site's impact on the aquatic ecosystem through the use of site planning techniques, runoff reduction techniques, and standard SMP's. Runoff Reduction Volume (RRv) is the reduction of the total Water Quality Volume (WQv) by application of green infrastructure techniques and SMP's to replicate pre-development hydrology.

Outlined below is the NYSDEC SMDM site planning flowchart in relation to this site.

Step 1: Site Planning – Green Infrastructure Method to Preserve Natural Resources and Reduce Impervious Cover

- 1. Preservation of Undisturbed Areas
 - Site has been previously developed.
- 2. Preservation of Buffer
 - No natural buffer – project is located on fully developed site on the airport.
- 3. Reduction of Clearing and Grading
 - N/A-Site is fully developed.
- 4. Locating Development in Less Sensitive Areas
 - N/A-Site is fully developed.
- 5. Open Space Design
 - The impervious cover has been reduced from existing condition.
- 6. Soil Restoration
 - Soil restoration will be applied to all landscaped areas.
- 7. Roadway Reduction
 - Roadway/Taxiway widths and lengths have been minimized to the maximum extent possible while still maintaining the intended use of the site.
- 8. Sidewalk Reduction
 - There are no sidewalks on this project.
- 9. Driveway Reduction
 - There are no driveways on this project.
- 10. Cul-de-sac Reduction
 - This project does not include a cul-de-sac.

11. Building Footprint Reduction

- Existing buildings will remain.

12. Parking Reduction

- There is no automobile parking on this project.

Step 2: Water Quality Volume

- This project is a redevelopment project with a net decrease in impervious cover of greater than 25% of the disturbed impervious area. Per Section 9.2.1.A.I of the NYSDEC SWDM this satisfies the water quality control criteria for redevelopment areas.

Step 3: Runoff Reduction by Applying Green Infrastructure Techniques and Standard SMPs with RRv Capacity:

- Runoff Reduction is not required for this project as it is a redevelopment with no increase in impervious area.

B. New York State Department of Environmental Conservation regulations require design of stormwater detention facilities to limit the peak discharge produced by the 10-year and 100-year storm events to the pre-developed runoff rates, as well as provide extended detention of the 1-year, 24-hour storm event (Channel Protection Volume).

- Per the NYSDEC SMDM, Section 9.2.1.C.VI, “If redevelopment activities result in no change to hydrology that increases the discharge rate from the site, the ten-year and hundred-year criteria do not apply”
- Additionally, per Section 9.2.1.C.VII, “Channel protection for redevelopment activities is not required if there are no changes to hydrology that increase the discharge rate from the project site”
- Accordingly, water quantity controls are not required, nor provided for this project.

Below is a summary of the pre- versus post-development discharge rates at the four (4) discharge locations:

1P – SOUTHWEST DRAINAGE AREA TOTAL		
STORM EVENT	EXISTING RUNOFF (CFS)	PROPOSED RUNOFF (CFS)
1-YR	9.41	6.74
10-YR	15.72	11.27
100-YR	23.19	16.62

2P – SOUTHEAST DRAINAGE AREA TOTAL		
STORM EVENT	EXISTING RUNOFF (CFS)	PROPOSED RUNOFF (CFS)
1-YR	1.41	1.41
10-YR	2.36	2.36
100-YR	3.49	3.48

3P – TOTAL DOWNSTREAM 72” RCP DRAINAGE AREA		
STORM EVENT	EXISTING RUNOFF (CFS)	PROPOSED RUNOFF (CFS)
1-YR	40.49	36.61
10-YR	69.94	65.10
100-YR	105.41	99.99

4P –TOTAL SITE DISCHARGE		
STORM EVENT	EXISTING RUNOFF (CFS)	PROPOSED RUNOFF (CFS)
1-YR	51.14	44.41
10-YR	87.69	78.07
100-YR	131.57	119.88

3.6 Other Requirements.

- A. Any discharges other than storm water must be in compliance with the appropriate SPDES permit (other than this permit).
- B. No solid materials, including building materials, shall be discharged to waters of the United States, except as authorized by a federal or state law.
- C. All construction activities shall be in compliance with all federal, state and local laws as required.
- D. The contractor shall be responsible to insure that the plan has been approved by local officials and any other authorizing agency.

3.7 Inspections. Inspections are important for visually evaluating potential storm water runoff pollution sources at the facility. All projects should be inspected periodically to ensure contaminants are not present in the storm water exiting a project site. On projects which apply for coverage under the SPDES General Permit, qualified professionals of the Owner shall inspect and evaluate the site. Qualified professionals are persons knowledgeable in the principles and practices of erosion and sediment control such as a licensed professional engineer, Certified Professional in Erosion and Sediment Control (CPESC), or a soil scientist.

The Owner shall have a qualified professional conduct an assessment of the site prior to the commencement of construction and certify in an inspection report that the erosion and sediment controls described in the SWPPP have been installed or implemented. Following the commencement of construction, site inspections shall occur at least once every seven calendar days as well as within 24 hours of the end of a rain storm where the total rainfall is 0.5 inches or greater. Where portions of the construction area have been finally stabilized, the inspection of such portions shall be conducted at least once every month, until the entire site is finally stabilized. A copy of the erosion and sediment control inspection checklist has been included in Appendix C.

The Owner shall prepare a written summary of the project status with respect to compliance with the Permit at a minimum frequency of every three months during which coverage under the Permit exists. The summary should address the status of achieving each component of the SWPPP.

The Owner shall post at the site, in a publicly accessible location, a summary of the site inspection activities on a monthly basis.

Each inspection shall, at the minimum, include the following:

- On a site map, indicate the extent of all disturbed site areas and drainage pathways. Indicate site areas that are expected to undergo initial disturbance or significant site work within the next 14-day period.
- Indicate on a site map all areas that have undergone temporary or permanent stabilization.
- Indicate all disturbed site areas that have not undergone active site work during the previous 14-day period.
- Inspect all soil erosion and sediment control practices and record the approximate degree of sediment accumulation as a percentage of the sediment storage volume.
- Inspect all erosion and sediment control practices and record all maintenance requirements such as verifying the integrity of barrier or diversion systems (silt fencing) and containment systems (sediment basins).
- Identify any evidence of rill or gully erosion occurring on slopes and any loss of stabilizing vegetation or seeding/mulching.
- Document any excessive deposition of sediment or ponding water along barriers or diversion systems. Record the depth of sediment within containment structures, any erosion near outlet and overflow structures, and verify the ability of rock filters around perforated riser pipes to pass water.
- Discharge locations shall be inspected to ensure erosion control measures are effective in preventing significant impacts to receiving waters.
- Location where vehicles enter or exit the site shall be inspected for evidence of offsite sediment tracking.

The process for conducting the evaluation shall follow these steps:

- Review the Storm Water Pollution Prevention Plan and draw up a list of any items of concern.
- List all specified control measures and areas covered in the plan.
- Conduct inspections to determine whether all storm water pollution prevention measures are accurately identified in the plan, are in place, and working properly.
- Document findings and inspections in a site log book.
- Modify SWPPP as appropriate. (Note: The plan shall be modified by the contractor and site inspector within 7 days of the inspection).

3.8 Maintenance. The contractor is required to inspect and maintain all soil erosion and sediment controls throughout the duration of the project and until final stabilization of the site. "Final Stabilization" means that all soil disturbing activities at the site have been completed, and that a uniform, perennial vegetative cover with a density of 80% has been obtained.

Maintenance shall include, but not be limited to, repair or replacement of any existing controls, removal of sediment and any other measures deemed necessary, which would reduce soil erosion and sediment runoff. Sediment shall be removed from sediment traps or sediment ponds whenever their capacity has been reduced by fifty percent from the design capacity. Refer to Section 3.2 for maintenance of individual controls.

3.9 Contractors. The Contractor must sign a SWPPP certification form before undertaking any construction activity at the site which requires implementation of the soil erosion and sediment control practices. This certification states that the Contractor has thoroughly read and understands all components of the SWPPP. The Contractor is responsible for any and all subcontractors working on the project. A copy of the Contractor's Certification Form has been included in Appendix D.

4.0 RECORD RETENTION.

A copy of the SWPPP shall be retained at the job site throughout the duration of the project. The Owner shall retain copies of the SWPPP, all reports, and records of data used to complete Notice of Intent, for three years from the date the site is finally stabilized.

5.0 NOTICE OF TERMINATION REQUIREMENTS.

Prior to filing an electronic Notice of Termination (eNOT) the Owner shall have a qualified professional perform a final site inspection. The qualified professional shall certify that the site has undergone "Final Stabilization" using either vegetative or structural stabilization methods and that all temporary erosion and sediment controls have been removed. In addition, the qualified professional must certify that the permanent structure(s) have been constructed as described in the SWPPP.

When the project is completed and the site has been stabilized, the Owner must submit an eNOT. A sample copy of the eNOT form has been included in Appendix E. The most current version of the eNOT shall be submitted by the Engineer and uploaded via the online portal.

APPENDIX A

**NYS Route 825 Roundabout Drawing Sheets
(See Sheets EC-01 TO EC-06)**

APPENDIX B

WEEKLY SOIL EROSION AND SEDIMENT CONTROL INSPECTION CHECKLIST

II. CONSTRUCTION DURATION INSPECTIONS

A. DIRECTIONS:

Inspection Forms will be filled out during the entire construction phase of the project.

Required Elements:

- (1) On a site map, indicate the extent of all disturbed site areas and drainage pathways. Indicate site areas that are expected to undergo initial disturbance or significant site work within the next 14-day period;
- (2) Indicate on a site map all areas of the site that have undergone temporary or permanent stabilization;
- (3) Indicate all disturbed site areas that have not undergone active site work during the previous 14-day period;
- (4) Inspect all sediment control practices and record the approximate degree of sediment accumulation as a percentage of sediment storage volume (for example, 10 percent, 20 percent, 50 percent);
- (5) Inspect all erosion and sediment control practices and record all maintenance requirements such as verifying the integrity of barrier of diversion systems (earthen berms or silt fencing) and containment systems (sediment basins and sediment traps). Identify any evidence of rill or gully erosion occurring on slopes and any loss of stabilizing vegetation or seeding/mulching. Document any excessive deposition of sediment or ponding water along barrier or diversion systems. Record the depth of sediment with containment structures, any erosion near outlet and overflow structures, and verify the ability of rock filters around perforated riser pipes to pass water; and
- (6) Immediately report to the Operator any deficiencies that are identified with the implementation of the SWPPP.

SITE PLAN/SKETCH (Attached)

Inspector (print name)

Date of Inspection

Qualified Professional (print name)

Qualified Professional Signature

The above signed acknowledges that, to the best of his/her knowledge, all information provided on the forms is accurate and complete.

CONSTRUCTION DURATION INSPECTIONS

Page 2 of _____

Permit Identification Number: _____

Approximate Area of Disturbance: _____

Temperature: _____

Maintaining Water Quality

Yes No NA

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| ☐ | ☐ | ☐ | Is there an increase in turbidity causing a substantial visible contrast to natural conditions? |
| ☐ | ☐ | ☐ | Is there residue from oil and floating substances, visible oil film, or globules or grease? |
| ☐ | ☐ | ☐ | All disturbance is within the limits of the approved plans. |
| ☐ | ☐ | ☐ | Have receiving lake/bay, stream, and/or wetland been impacted by silt from project? |

Housekeeping

1. General Site Conditions

Yes No NA

- | | | | |
|--------------------------|--------------------------|--------------------------|--|
| ☐ | ☐ | ☐ | Is construction site litter and debris appropriately managed? |
| ☐ | ☐ | ☐ | Are facilities and equipment necessary for implementation of erosion and sediment control in working order and/or properly maintained? |
| ☐ | ☐ | ☐ | Is construction impacting the adjacent property? |
| ☐ | ☐ | ☐ | Is dust adequately controlled? |

2. Temporary Stream Crossing

NOT USED

Runoff Control Practices

1. Excavation Dewatering

Yes No NA

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| ☐ | ☐ | ☐ | Upstream and downstream berms (sandbags, inflatable dams, etc.) are installed per plan. |
| ☐ | ☐ | ☐ | Clean water from upstream pool is being pumped to the downstream pool. |
| ☐ | ☐ | ☐ | Sediment laden water from work area is being discharged to a silt-trapping device. |
| ☐ | ☐ | ☐ | Constructed upstream berm with one-foot minimum freeboard. |

2. Level Spreader

NOT USED

3. Interceptor Dikes and Swales

NOT USED

CONSTRUCTION DURATION INSPECTIONS

Page 3 of _____

Runoff Control Practices (continued)

4. Preformed Check Dam
NOT USED

5. Rock Outlet Protection
NOT USED

Soil Stabilization

1. Topsoil and Spoil Stockpiles

Yes **No** **NA**

☐	☐	☐	Stockpiles are stabilized with vegetation and/or mulch.
☐	☐	☐	Sediment control is installed at the toe of the slope.

2. Revegetation

Yes **No** **NA**

☐	☐	☐	Temporary seedings and mulch have been applied to idle areas.
☐	☐	☐	4 inches minimum of topsoil has been applied under permanent seedings

Sediment Control Practices

1. Stabilized Construction Entrance
NOT USED

2. Compost Filter Sock

Yes **No** **NA**

☐	☐	☐	Installed on Contour, 10 feet from toe of slope (not across conveyance channels).
☐	☐	☐	Joints constructed by wrapping the two ends together for continuous support.
☐	☐	☐	Secured tight to the ground.
☐	☐	☐	Stable, sock is tight and without rips or frayed areas.

Sediment accumulation is ____% of design capacity.

Sediment Control Practices (continued)**3. Storm Drain Inlet Protection (Use for Stone & Block; Filter Fabric; Curb; or, Excavated practices)****Yes No NA**

- | | | | |
|--------------------------|--------------------------|--------------------------|--|
| ☐ | ☐ | ☐ | Installed concrete blocks lengthwise so open ends face outward, not upward. |
| ☐ | ☐ | ☐ | Placed wire screen between No. 3 crushed stone and concrete blocks. |
| ☐ | ☐ | ☐ | Drainage area is 1 acre or less. |
| ☐ | ☐ | ☐ | Excavated area is 900 cubic feet. |
| ☐ | ☐ | ☐ | Excavated side slopes should be 2:1. |
| ☐ | ☐ | ☐ | 2" x 4" frame is constructed and structurally sound. |
| ☐ | ☐ | ☐ | Posts 3-foot maximum spacing between posts. |
| ☐ | ☐ | ☐ | Fabric is embedded 1 to 1.5 feet below ground and secured to frame/posts with staples at max 8-inch spacing. |
| ☐ | ☐ | ☐ | Posts are stable, fabric is tight and without rips or frayed areas. |

Sediment accumulation ____% of design capacity.

4. Temporary Sediment Trap

NOT USED

5. Temporary Sediment Basin

NOT USED

Notes: Not all erosion and sediment control practices are included in this listing. Add additional pages to this list as required by site specific design.

Construction inspection checklists for post-development storm water management practices can be found in Appendix F of the New York Stormwater Management Design Manual.

b. Modifications to the SWPPP (To be completed as described below)

1. There is a significant change in design, construction, operation, or maintenance which may have a significant effect on the potential for the discharge of pollutants to the waters of the United States and which has not otherwise been addressed in the SWPPP; or
2. The SWPPP proves to be ineffective in:
 - a. Eliminating or significantly minimizing pollutants from sources identified in the SWPPP and as required by this permit; or
 - b. Achieving the general objectives of controlling pollutants in stormwater discharges from permitted construction activity; and
3. Additionally, the SWPPP shall be amended to identify any new contractor or subcontractor that will implement any measure of the SWPPP.

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

III. MONTHLY SUMMARY OF SITE INSPECTION ACTIVITIES

Name of Permitted Facility: _____

Today's Date: _____ Reporting Month: _____

Location: _____

Permit Identification #: _____

Name and Telephone Number of Site Inspector: _____

Date of Inspection	Regular Inspection/ Rainfall based Inspection	Name of Inspector	Items of Concern

Owner/Operator Certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that false statements made herein are punishable as a class A misdemeanor pursuant to Section 210.45 of the Penal Law."

Signature of Permittee or Duly Authorized Representative

Name of Permittee or Duly Authorized Representative

Date: _____

Duly authorized representatives must have written authorization, submitted to DEC, to sign any permit documents.

APPENDIX C

CONTRACTOR'S CERTIFICATION FORM

CONTRACTOR'S EXECUTED SWPPP CERTIFICATION TO BE INSERTED

(A copy of the certification can be found in the Proposal Section of the conformed Contract Documents)

APPENDIX D

ELECTRONIC NOTICE OF INTENT (ENOI)

FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY
UNDER THE SPDES GENERAL PERMIT

APPENDIX E

SAMPLE ELECTRONIC NOTICE OF TERMINATION (ENOT)

**FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY
UNDER THE SPDES GENERAL PERMIT**



New York State Department of Environmental Conservation
Division of Water
625 Broadway, 4th Floor
Albany, New York 12233-3505

(NOTE: Submit completed form to address above)

**NOTICE OF TERMINATION for Storm Water Discharges Authorized
under the SPDES General Permit for Construction Activity**

Please indicate your permit identification number: NYR _____

I. Owner or Operator Information

1. Owner/Operator Name:

2. Street Address:

3. City/State/Zip:

4. Contact Person:

4a. Telephone:

5. Contact Person E-Mail:

II. Project Site Information

5. Project Site Name:

6. Street Address:

7. City/Zip:

8. County:

III. Reason for Termination

9a. ☐ All disturbed areas have achieved final stabilization in accordance with the general permit and SWPPP.
*Date final stabilization completed (month/year): _____

9b. ☐ Permit coverage has been transferred to new owner/operator. Indicate new owner/operator's permit identification number: NYR _____
(Note: Permit coverage cannot be terminated by owner identified in I.1 above until new owner/operator obtains coverage under the general permit)

9c. ☐ Other (Explain on Page 2)

IV. Final Site Information

10a. Did this construction activity require the development of a SWPPP that includes post-construction stormwater management practices? ☐ yes ☐ no (If no, go to question 10f.)

10b. Have all post-construction stormwater management practices included in the final SWPPP been constructed? ☐ yes ☐ no (If no, explain on Page 2)

10c. Identify the entity responsible for long-term operation and maintenance of practice(s)?

NOTICE OF TERMINATION for Storm Water Discharges Authorized under the SPDES General Permit for Construction Activity – continued

10d. Has the entity responsible for long-term operation and maintenance been given a copy of the operation and maintenance plan required by the general permit? ☐ yes ☐ no

10e. Indicate the method used to ensure long-term operation and maintenance of the post-construction stormwater management practice(s):

- ☐ Post-construction storm water management practice(s) and any right-of-way(s) needed to maintain practice(s) have been deeded to the municipality.
- ☐ Executed maintenance agreement is in place with the municipality that will maintain the post-construction stormwater management practice(s).
- ☐ For post-construction stormwater management practice(s) that are privately owned, a mechanism is in place that requires operation and maintenance of the practice(s) in accordance with the operation and maintenance plan, such as a deed covenant in the owner or operator's deed of record.
- ☐ For post-construction stormwater management practices that are owned by a public or private institution (e.g. school, university, hospital), government agency or authority, or public utility; policy and procedures are in place that ensures operation and maintenance of the practice(s) in accordance with the operation and maintenance plan.

10f. Provide the total area of impervious surface (i.e. roof, pavement, concrete, gravel, etc.) constructed within the disturbance area? _____ (acres)

11. Is this project subject to the requirements of a regulated, traditional land use control MS4? ☐ yes ☐ no
(If Yes, complete section VI – “MS4 Acceptance” statement)

V. Additional Information/Explanation:

(Use this section to answer questions 9c. and 10b., if applicable)

VI. MS4 Acceptance – MS4 Official (principal executive officer or ranking elected official) or Duly Authorized Representative (Note: Not required when 9b. is checked-transfer of coverage)

I have determined that it is acceptable for the owner or operator of the construction project identified in question 5 to submit the Notice of Termination at this time.

Printed Name:

Title/Position:

Signature:

Date:

NOTICE OF TERMINATION for Storm Water Discharges Authorized under the SPDES General Permit for Construction Activity – continued

VII. Qualified Inspector Certification – Final Stabilization	
---	--

I hereby certify that all disturbed areas have achieved final stabilization as defined in the current version of the general permit, and that all temporary, structural erosion and sediment control measures have been removed. Furthermore, I understand that certifying false, incorrect or inaccurate information is a violation of the referenced permit and the laws of the State of New York and could subject me to criminal, civil and/or administrative proceedings.	
--	--

Printed Name:	
---------------	--

Title/Position:	
-----------------	--

Signature:	Date:
------------	-------

VIII. Qualified Inspector Certification – Post-construction Stormwater Management Practice(s)	
--	--

I hereby certify that all post-construction stormwater management practices have been constructed in conformance with the SWPPP. Furthermore, I understand that certifying false, incorrect or inaccurate information is a violation of the referenced permit and the laws of the State of New York and could subject me to criminal, civil and/or administrative proceedings.	
--	--

Printed Name:	
---------------	--

Title/Position:	
-----------------	--

Signature:	Date:
------------	-------

IX. Owner or Operator Certification	
--	--

I hereby certify that this document was prepared by me or under my direction or supervision. My determination, based upon my inquiry of the person(s) who managed the construction activity, or those persons directly responsible for gathering the information, is that the information provided in this document is true, accurate and complete. Furthermore, I understand that certifying false, incorrect or inaccurate information is a violation of the referenced permit and the laws of the State of New York and could subject me to criminal, civil and/or administrative proceedings.	
---	--

Printed Name:	
---------------	--

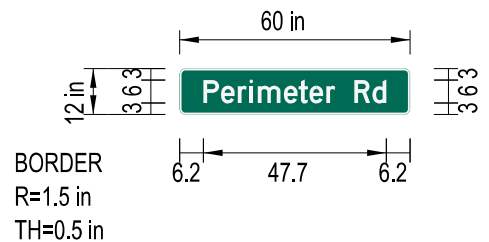
Title/Position:	
-----------------	--

Signature:	Date:
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APPENDIX F

HYDROLOGICAL CALCULATIONS

1:50



M.U.T.C.D.: 2023 Edition

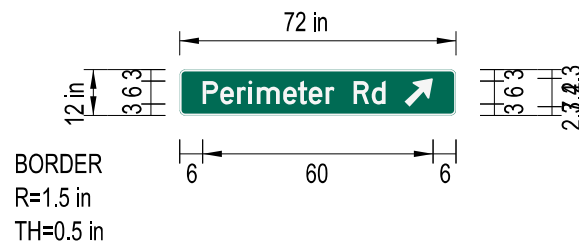
Dimensions are in inches

Letter locations are panel edge to lower left corner

	Department of Transportation	REGION 1
LOCATION NUMBER(S): PERMITTER (PLAIN)		
MUTCD NUMBER: D3-1		
WIDTH X HEIGHT: 5'-0" x 1'-0"		
SIGN AREA: 5 Sq.Ft.		
MOUNTING: Ground		
BACKGROUND COLOR: Green		
LEGEND/BORDER COLOR: White / White		

[illegible][illegible]

1:50



M.U.T.C.D.: 2023 Edition

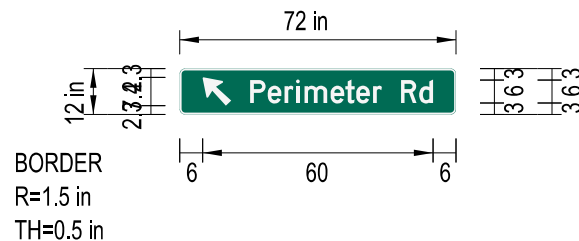
Dimensions are in inches

Letter locations are panel edge to lower left corner

 NEW YORK STATE OF OPPORTUNITY.	Department of Transportation		REGION	1
	LOCATION NUMBER(S): PERIMETER (➔) MUTCD NUMBER: D3-1 WIDTH X HEIGHT: 6'-0" x 1'-0" SIGN AREA: 6 Sq.Ft. MOUNTING: Ground BACKGROUND COLOR: Green LEGEND/BORDER COLOR: White / White			

[illegible][illegible]

1:50



M.U.T.C.D.: 2023 Edition

Dimensions are in inches

Letter locations are panel edge to lower left corner

	Department of Transportation	REGION 1
LOCATION NUMBER(S): PERIMETER (↔)		
MUTCD NUMBER: D3-1		
WIDTH X HEIGHT: 6'-0" x 1'-0"		
SIGN AREA: 6 Sq.Ft.		
MOUNTING: Ground		
BACKGROUND COLOR: Green		
LEGEND/BORDER COLOR: White / White		

[illegible][illegible]

ITEM 603.9400xx07 – FURNISH AND INSTALL HDPE PIPE

DESCRIPTION

Under this item, Contractor shall furnish and install a High Density Polyethylene (HDPE) pipe, fittings, brackets and connecting straps of the size indicated in accordance with subsection 706-11, the contract documents and as directed by the Engineer.

MATERIALS

The High Density Polyethylene pipe material must conform to ASTM F714 (Smooth Wall). All pipe supplied shall be clearly marked with the appropriate ASTM as certified. Nominal pipe size is determined by an outside diameter. All bracket assemblies, bolts, nuts, washers, and connecting straps shall conform to A325 steel.

CONSTRUCTION DETAILS

Special care in handling shall be exercised during delivery and distribution of pipe to avoid damage. Damaged pipe shall be rejected and replaced at Contractor's expense.

Contractor shall fuse all joints and/or fittings in order to provide a watertight seal, in accordance with the manufacturer's recommendation for fusion joints.

Contractor shall install pipe, fittings, brackets, and connecting straps as shown in the plans.

METHOD OF MEASUREMENT

This item will be measured as the number of linear feet of pipe satisfactorily furnished and installed, measured along the bottom centerline of the pipe, in accordance with the contract documents.

BASIS OF PAYMENT

The unit price bid shall include the cost of furnishing all labor, materials and equipment necessary to satisfactorily complete this work including pipe, fittings, brackets, straps and drilling and grouting of bolts.

Excavation and backfill will be paid for under their respective items.

xx Denotes Size of Pipe - NPS

ITEM 603.94001899 –INSTALL HDPE SANITARY PIPE-18”

DESCRIPTION

The Contractor shall install 18 inch diameter High Density Polyethylene (HDPE) sanitary sewer main (pipe material supplied by Oneida County) by open cut trenching method in accordance with these specifications and the contract plans. The Contractor will take all necessary precautions and shall furnish all labor, equipment and materials (not including the HDPE pipe) required to install the pipe and handle all water, storm, seepage, surface, subsurface, flood and tidal storm flows which may be encountered at any time during construction of the work. The methods of providing for these contingencies will be subject to the approval of the Engineer.

MATERIALS

High Density Polyethylene Pipe, shall be supplied by Oneida County, shall be SDR-11 meeting the requirements of ASTM D3350, PE445574C. The County shall provide materials certifications through the Contractor to the Engineer as part of the evidence of acceptability for the material at least 10 days prior to delivery of the product to the job site. The pipe shall be colored coded for the intended use. A green stripe shall be used for sanitary sewer pipe. The tracer wire shall be a stainless steel 14 gauge (min.) wire with a 45 mil HDPE jacket manufactured by Kris-Tech Wire or approved equal.

CONSTRUCTION DETAILS

Special care in handling shall be exercised during installation of pipe to avoid damage. Pipe damaged during installation shall be rejected and replaced at Contractor's expense. Contractor shall fuse all joints and/or fittings in order to provide a watertight seal, in accordance with the manufacturer's recommendation for fusion joints. Contractor shall install pipe, fittings, brackets, and connecting straps as shown in the plans.

METHOD OF MEASUREMENT

This item will be measured as the number of linear feet of pipe satisfactorily installed, measured along the bottom centerline of the pipe, in accordance with the contract documents.

BASIS OF PAYMENT

The unit price bid shall include the cost of furnishing all labor, materials (not including the pipe supplied by the County) and equipment necessary to satisfactorily complete this work including pipe, fittings, brackets, straps and drilling and grouting of bolts. Excavation and backfill will be paid for under their respective items.

ITEM 604.07260011 – CONNECTION TO EXISTING DRAINAGE FACILITIES

Description:

Under this item, the Contractor shall remove portions of existing drainage facilities and connect new drainage facilities thereto at the locations shown on the plans as ordered by the Engineer.

Materials:

Concrete	Performance Engineered Mix (PEM) Concrete
Concrete Grouting Material	Section 701-05
Bar Reinforcement	Grade 60 Section 709-01

Construction Details:

The work under this item provides for connecting new pipe lines to existing pipe lines or structures. The Contractor shall maintain the existing pipe lines and structures in continuous service as required and/or directed by the Engineer.

The Contractor shall perform all excavation and backfill and dispose of all excess materials as required to complete the work. Backfilling shall be compacted in conformance with Section 203 of the Standard Specifications.

When connecting to the existing pipe line or structures, the existing facility shall be broken into and reinforcement cut back only as needed to accommodate the new pipe as indicated on the plans. The new pipe shall be set to required grade and the existing pipe wall shall be repaired and patched as required to provide a secure and waterproof connection. Ends of the new pipe projecting into the existing drainage facility shall be neatly cut off and trimmed flush with the inside face of the structure.

Method of Measurement:

The quantity to be paid for shall be the actual number of connections made in conformance with the plans and specifications and the orders of the Engineer.

Basis of Payment:

Payment will be made at the unit price bid for each connection which shall include the cost of all materials, labor and equipment necessary to complete the work except excavation and backfill which will be paid under Trench and Culvert Excavation Item 206.02 and the new pipe which shall be paid under the appropriate pipe item.

ITEM 607.08XXYY10 – WOOD FENCE

DESCRIPTION

This work shall consist of furnishing and installing a wood fence at the locations shown in, and in accordance with, the contract documents and as directed by the Engineer.

For the purposes of this specification, a wood fence may consist of the following elements:

- Concrete foundation
- Posts
- Stringers/Rails (top, middle, bottom)
- Boards (e.g. panels, pickets, slats, sheathing, etc.)
- Decorative elements may include, but are not limited to:
 - End Posts
 - Post caps
- Hardware, including fasteners and connections

Refer to the contract documents (including plans, notes, details and tables) for additional information regarding this specification. Any associated special note(s), if included, is titled, “*Item 607.08XXYY10 – Wood Fence*”.

MATERIALS

The following sections of the Standard Specifications shall apply:

Subbase Course	304-2
Portland Cement Concrete Production	501-2
Timber and Lumber	594-2
Fences	607-2
Painting Galvanized and Aluminum Surfaces	657-2
Galvanized Coatings and Repair Methods	719-01

The following ASTM references shall apply:

Standard Specification for Design, Fabrication and Installation of Fences Constructed of Wood and Related Materials	F537
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The following other references shall apply:

American Softwood Lumber Standard	PS 20-15
American Wood Preservative Association Use Category System	AWPA USC.
National Design Standard (NDS) for Wood Construction	ANSI/AWC NDS
Plywood Design Specifications (including supplement #2)	APA Y510, S812
Standard Specification for Preservatives and Pressure Treatment Processes for Timber	AASHTO M-133

ITEM 607.08XXYY10 – WOOD FENCE

Standard Specification for Wood Products

AASHTO M-168

GENERAL: The materials used to construct the wood fence shall be as indicated in the contract documents.

The following information, per ASTM F537, shall be included in the contract documents (plans or proposal) as details, notes or tables:

1. fence type, classification or description
2. structural frame identification number
3. architectural class or grade of materials
4. species of wood
5. preservative pressure treatment
6. sizes and details for cover material(s)
7. manufacture (architectural details)
8. post embedment
9. hardware, fastenings and connections, and
10. finish

Deviations from ASTM F537 shall be as indicated in the contract documents.

Steel shapes, nuts and washers, bolts and anchoring devices and screws shall be galvanized in accordance with §719-01 or stainless steel, unless indicated otherwise in the contract documents.

Hardware used for attachment of planks to the post shall be a wood deck screw suitable for exterior application, including,

- Hot Dipped galvanized (per §719-01),
- stainless steel wood deck screws or
- as indicated in the contract documents.

CONSTRUCTION DETAILS

The following sections of the standard specifications shall apply:

Trench, Culvert and Structure Excavation	206
Excavation and Embankment	203-3.02 B.

EXCAVATION:

All excavation shall be performed in accordance with §206, including the protection of workers and the public.

All surplus excavated material shall be removed and disposed of by the Contractor as specified in §203-3.02 B. Disposal of Surplus Excavated Material.

ITEM 607.08XXYY10 – WOOD FENCE

Post and footing sizes are as indicated in the contract documents.

CONCRETE FOOTINGS (when specified):

Footing Holes: Holes for post footings shall be pre-drilled, true and plumb, to the stated diameter and depth. Precautions shall be taken to protect the holes from collapse. Holes shall contain no free water or partial collapse soils in the hole at the time of concrete placement.

Bar Reinforcement: Bar reinforcement and posts shall be set, and secured in place, in the holes which shall then be filled with concrete meeting the material requirements of 607/Misc. concrete as outlined in Table 2. Concrete Mixtures in NYSDOT Materials Procedure MP501-2 Mix Design and Approval Procedure for Performance Engineered Mixtures – Structural Concrete. Concrete shall be placed in direct contact with the soil, to the level shown in the contract documents.

TIMBER AND LUMBER:

Treated timber and lumber shall be handled according to AWP A M-4

Milling (if specified) of posts and other fence components shall be completed prior to preservative treatment.

Any cuts to timber and lumber made after preservative treatment shall be carefully trimmed and preservative coated in accordance with AWP A M-4.

METHOD OF MEASUREMENT

The work will be measured as the number of linear feet, measured along the top of the fence, center to center of end posts, of wood screen fence furnished and installed.

BASIS OF PAYMENT

The unit price bid per linear foot of wood fence shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work.

Where:

XXYY Denotes fence height in feet and inches.

ITEM 607.31010010 - STEEL CHAIN LINK FENCE WITH TOP TENSION WIRE, 4 ft HIGH

ITEM 607.31020010 - STEEL CHAIN LINK FENCE WITH TOP TENSION WIRE, 6 ft HIGH

ITEM 607.31030010 - STEEL CHAIN LINK FENCE WITH TOP TENSION WIRE, 8 ft HIGH

ITEM 607.31040010 - STEEL CHAIN LINK FENCE WITH TOP TENSION WIRE, 10ft HIGH

ITEM 607.31050010 - STEEL CHAIN LINK FENCE WITH TOP TENSION WIRE, 12 ft HIGH

All the provisions of Section 607 pertaining to Optional Chain-Link Fence, Type I, with Top Tension Wire shall apply, except for the following:

The fence fabric and frame options shall be as listed below.

<u>Fabric</u>	<u>Frame</u>
1. Galvanized Steel	Galvanized Steel
2. Aluminum Coated Steel	Combined Coating on Steel or Aluminum Coated Steel

End, corner, pull, and line posts shall be either Class A, Schedule 40 Pipe or Class B, Steel Tubing at the Contractor's option. The alternative Roll-Formed and H Section posts shall not be used. The size of the posts shall be as indicated on the Standard Sheets.

Fittings shall conform to the requirements of Subsection 710-10 except that aluminum alloy fittings shall not be used.

Gate Posts shall be steel of the type and size indicated on the Standard Sheets except that the optional Roll-Formed posts shall not be used.

The fence fabric shall be attached to line posts with matching tie wires; either galvanized steel or aluminum coated steel. The tie wires shall be 9 Gage (0.15 inch Coated Wire Diameter) and shall be spaced at a maximum of 14 inches. The tie wires shall be installed in accordance with the special note "Fence Fabric Tie Wires" which is included elsewhere in the proposal. Minor damage to the coating on the tie wires, caused by the cutting and twisting operations, will be acceptable as determined by the Engineer.

The fabric shall be secured to all end, corner, pull, and gate posts with stretcher bars fastened to the posts with stretcher bands spaced at a maximum of 14 inches. When the installation of the fencing is completed, the threads of the bolts in the stretcher bands shall be damaged, as directed by the Engineer, to prevent removal of the bolts.

The top tension wire shall not be continuous at pull posts. Instead, the tension wire shall be cut and each end firmly attached to the pull post in a manner approved by the Engineer.

ITEM 607.62000010 - REMOVING CHAIN LINK FENCE

DESCRIPTION

The Contractor shall remove existing chain link fence in accordance with the plans and specifications.

MATERIALS

Section 203 – Suitable Material.

CONSTRUCTION DETAILS

The contractor shall remove and dispose of the existing chain link fence where indicated on the plans or where directed by the Engineer. This shall include the removal of the existing concrete footings along with fence post and backfilling with suitable material. All excavation and backfill shall conform to Section 203 - "Excavation and Embankment."

The existing fence shall be removed to the point indicated on the plans or where directed by the Engineer and the remaining end section of the fence modified to adequately secure the fencing. This section shall be modified to include brace wires and rods, stretcher bars, bands, etc. to secure the fencing in a manner similar to the existing end section to the satisfaction of the Engineer. Parts salvaged from the removed portion acceptable to the Engineer may be reused in the end sections. Additional hardware as required shall be furnished by the Contractor.

METHOD OF MEASUREMENT

This work will be measured by the actual number of feet of fence removed in accordance with the plans or as directed by the Engineer. An additional 10 ft allowance will be paid for each end section modified to secure the remaining fence.

BASIS OF PAYMENT

The unit price bid per foot for the above work shall include the cost of all labor, equipment and materials necessary to complete the work, including the cost of any fill required to fill the post holes.

ITEM 607.91XXYY02 – EXTRUDED POLY VINYL CHLORIDE (PVC) PRIVACY FENCE

DESCRIPTION

The work shall consist of furnishing and installing an extruded poly vinyl chloride (PVC) privacy fence according to this specification, as shown in the contract documents and as directed by the Engineer.

MATERIALS

The following sections of the Standard Specifications shall apply:

Portland Cement Concrete §501

The extruded polyvinyl chloride (PVC) privacy fence shall come from one of the following three manufacturers:

Lakeland
Manufactured by:
Country Estate Privacy Fence
c/o Nebraska Plastics
P.O. Box 45
Cozad, Nebraska 69130
1-800-445-2887
Color: Adobe

Cambridge
Manufactured by:
Mid Atlantic Vinyl Products
5109 Commonwealth Drive
Fredericksburg, VA 22407
1-800-978-4695
Color: tan

Premium Privacy
Manufactured by
Husker Vinyl
47287 U.S. Highway 81
Humphrey, NE 68642
1-866-918-4695
Color: Clay

or equal as approved by the Engineer.

Pickets, Rails, and Posts fabricated from PVC extrusion. The PVC extrusions shall comply with ASTM D 1784, Class 14344B.

Submittals:

Prior to beginning work on this item, the Contractor shall submit catalog cuts, shop drawings or other details of the fence as indicated in the contract documents.

ITEM 607.91XXYY02 – EXTRUDED POLY VINYL CHLORIDE (PVC) PRIVACY FENCE

CONSTRUCTION DETAILS

The extruded poly vinyl chloride (PVC) fence shall be installed according to the manufacturer's instructions, as indicated in the contract documents and at locations shown in the contract documents.

METHOD OF MEASUREMENT

The work will be measured by the number of linear feet of extruded polyvinyl chloride (pvc) fence satisfactorily furnished and installed, as measured along the top of the fence from center to center of the end posts, and hardware as indicated in this specification and in the contract documents.

BASIS OF PAYMENT

The unit price bid per linear foot for this item shall include the cost of all labor, materials and equipment necessary to satisfactorily complete the work.

Payment will be made under the following:

<u>ITEM</u>	<u>DESCRIPTION</u>
607.91XXYY02	Extruded Poly Vinyl Chloride (PVC) Privacy Fence

Where XXYY is the height of the poly vinyl chloride (PVC) privacy fence in feet (XX) and inches (YY).

ITEM 607.97000008 - REMOVE AND RESET EXISTING FENCE

DESCRIPTION:

Under this item the contractor shall remove and reset existing fencing where shown on the plans and as directed by the Engineer. All work shall be done in accordance with these specifications and the applicable Standard Sheets and in reasonably close conformity with the lines and grades shown on the plans or established by the Engineer. All excess or unusable fencing materials removed shall become the property of the contractor and shall be disposed of off the contract site.

All reference to "fencing" shall include existing gates, if any, to be reset.

MATERIALS:

The materials shall be the components salvaged from each of the various types and sizes of fences (metal, wood, wire, etc.) existing which are designated to be removed and reset. The contractor shall also furnish all such additional new material for the replacement of existing materials which are damaged or otherwise unsatisfactory, in the opinion of the Engineer for incorporation in the reset fence. All fence materials or component parts furnished shall conform in type, size, kind and shape to those existing which they replace and shall be acceptable to the Engineer.

The material requirements and composition of concrete used for footings shall comply with the concrete in Section 501 of the Standard Specifications and have a minimum compressive strength of 3000 psi.

CONSTRUCTION DETAILS:

The Engineer will designate the particular locations and limits of existing fence to be removed and the locations and limits of the fence to be reset. The Engineer will determine the extent and condition of existing materials to be salvaged and those to be replaced with new fence by the contractor.

A. Fence Removal:

If a portion of the existing fence is to remain, and if deemed necessary by the Engineer, the remaining end section shall be modified to adequately secure the fencing. This modified section shall include all hardware necessary to secure the fencing in a manner similar to the existing end section or as directed by the Engineer.

The contractor shall carefully dismantle and remove the existing fence and salvage all materials determined satisfactory for incorporation in the reset fence. He shall provide for safe storage of all fence materials salvaged until such time as they are reset. Any concrete post footings shall be broken up and removed and the posts carefully cleaned and stored. All post holes shall be filled to meet existing grade.

ITEM 607.97000008 - REMOVE AND RESET EXISTING FENCE

All work shall be done in a workmanlike manner with care taken not to disturb the surrounding area and existing fence to remain. Any damage done to the area or existing fence to remain, caused by the contractor's operations, shall be repaired to the original condition at no expense to the State.

B. Reset Fence:

The contractor shall clean and assemble the salvaged fence components, incorporate all required new materials and reset the fence plumb and true to the lines, grades and limits established. The contractor shall furnish and install concrete footings for the relocated fence when the existing fence in original position was of this type construction. Concrete footings shall be a minimum of 1 foot in diameter and 3 feet deep. All excavation and backfill shall conform to Section 203 "Excavation and Embankment".

METHOD OF MEASUREMENT:

This item will be measured by the number of feet of reset fencing, including gates. Measurement will be made along the top of fencing, center to center of end posts, properly installed in accordance with the requirements of the plans, specifications, standard sheets and directions of the Engineer. An allowance of 10 feet will be added for each end post, corner post and pull post installed in accordance with the applicable standard sheet, or as directed by the Engineer.

BASIS OF PAYMENT:

The unit price bid per foot shall include the cost of furnishing all labor, materials, tools and equipment necessary to satisfactorily complete the work, including removal and disposal of excess fencing not reset, excavation, backfill and concrete.

608.010X0005 - COLORED AND IMPRINTED PORTLAND CEMENT CONCRETE SIDEWALK AND DRIVEWAYS

DESCRIPTION

The work shall consist of furnishing and installing colored, imprinted, or colored and imprinted Portland cement concrete sidewalks as shown on the contract documents and as directed by the Engineer.

MATERIALS

The following sections of the standard specifications shall apply:

Sidewalks, Driveways, Bicycle Paths, and Vegetation Control Strips 608-2

The following ASTM Specifications shall apply:

Standard Specification for Pigments for Integrally Colored Concrete C979
Integral Color Concrete Admixture

The color shall be as indicated in the contract documents. Unless otherwise approved, the pigment shall be from the same batch or lot for each color used.

Color admixtures for integrally colored concrete shall be:

- certified by the manufacturer as meeting the requirements of ASTM C979. The Contractor shall provide the manufacturer's certification verifying that the colored concrete admixture meets ASTM C979.
- added to the concrete mix per manufacturer's recommendations at a dosage rate to achieve the color specified in the contract documents; the manufacturer's recommended maximum dosage rate shall not be exceeded.
- packaged so that each dose is the proper dose for 1 cubic yard of concrete.

Imprinted Concrete

Use imprinting tools capable of imprinting the surface of the concrete with a uniform and aligned pattern and/or texture. Use a clear release agent as specified by the imprinting tool manufacturer. These materials shall be approved before their use. Formliners shall be composed of elastomeric urethane, polyvinyl chloride (PVC) or ABS material designed for their intended shape and number of reuses to achieve the desired pattern. Formliners shall not be worn, damaged, compromise the desired patterning effect, or cause damage to the concrete during form removal.

Color Matching Joint Material

When specified for any location, use a color-matched caulking compound designed for joint sealing.

608.010X0005 - COLORED AND IMPRINTED PORTLAND CEMENT CONCRETE
SIDEWALK AND DRIVEWAYS

CONSTRUCTION DETAILS

The following sections of the standard specifications shall apply:

Sidewalks, Driveways, Bicycle Paths, and Vegetation Control Strips

608-3

with the following modifications:

Contractor Qualifications:

Per §105-02, The Contractor shall have sufficient skill and experience to properly perform colored and imprinted concrete work.

Test Panels:

The Contractor shall construct job site test panel(s) as follows:

The test panel(s) shall:

- be at least 3 feet x 3 feet,
- be constructed at a selected location,
- include one job site test panel for review and approval for each individual pattern, color, or color and pattern specified in the contract documents and
- not be incorporated into the work and be removed when ordered.

Additional test panels may be requested as needed to receive approval. The Contractor must receive approval of the test panel(s) before preparing the final colored concrete batch. The permanent work shall be produced using the same methods used in the approved test panel and consistent with the appearance of the approved test panel(s).

Test Panel Approval: The Contractor shall notify the Engineer:

- one week before producing the test panel(s), and
- when the test panel(s) is in place and ready for review.

After being notified, the Department will have one week to review the test panel and convey to the Contractor whether the test panel(s) has been approved.

Color Concrete Admixture

Add the integral color admixture at the manufacturer's recommended dosage rate. This rate is to remain constant for all batches of concrete produced. Before placing concrete, the Contractor shall protect adjacent surfaces and structures from spatters. Once a portion of the batch has been placed, no additional water shall be added to the remaining batch.

To integrally color the concrete, introduce the color additive into the mixer drum as the manufacturer recommends. The quantity of concrete being delivered shall be at least one-third the capacity of the mixer drum. Batch the concrete in full cubic yard increments.

**608.010X0005 - COLORED AND IMPRINTED PORTLAND CEMENT CONCRETE
SIDEWALK AND DRIVEWAYS**

After the concrete is placed, apply a color-matching hardener evenly to the plastic surface using the “dry shake” method, as recommended by the manufacturer.

Architectural Patterned and Textured Concrete: The Contractor shall:

- screed concrete to the finished grade and apply the release agent evenly over the entire imprinting tool. Using methods recommended by the manufacturer, apply pre- approved imprinting tools to the surface while the concrete is still plastic. The requirement for a lightly broomed surface is waived.
- unless otherwise specified, score or saw cut the surface to a minimum depth of ¼ the thickness of the slab at intervals that are consistent with the architectural pattern or as indicated in the contract documents. If the saw cut option is used, the Contractor shall be responsible for performing the saw cut operation at such time as to minimize the possibility of spalling and/or cracking.
- tool the edges, joints and scored areas in a manner consistent with the imprinting pattern.

Within 24 hours, remove release agent with pressure wash and apply a pre-approved sealer, recommended by the coloring manufacturer, at a rate consistent with manufacturer’s specifications.

Color Matching Joint Material

Install pre-molded resilient joint filler (§705-07) where the sidewalk line intersects a building, walk, permanent structure, or other designated location to within 1 inch of the top of the slab. Caulk the top 1 inch of the joint with color-matched caulking compound.

METHOD OF MEASUREMENT

The work will be measured as the number of cubic yards, to the nearest 0.1 cubic yard of colored, imprinted, or colored and imprinted Portland cement concrete sidewalk installed.

BASIS OF PAYMENT

The unit bid price per cubic yard of colored, imprinted, or colored and imprinted Portland cement concrete sidewalk furnished and installed shall include the cost of all labor, equipment, and materials necessary to satisfactorily complete the work.

The cost of construction and removal of the test panel(s) will be included in the price bid for the specified item(s).

Payment will be made under:

ITEM NUMBER	ITEM DESCRIPTION	UNIT
608.01020005	Colored and Imprinted Portland Cement Concrete Sidewalk	CY
608.01030005	Colored Portland Cement Concrete Sidewalk	CY
608.01040005	Imprinted Portland Cement Concrete Sidewalk	CY

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 609.02090001 - GRANITE CURB, TYPE T100

All the provisions Section 609 of the Standard Specifications regarding stone curbs shall apply.

ITEM 619.67020010- TEMPORARY HIGHWAY LIGHTING SYSTEM

DESCRIPTION

Under this item the Contractor shall design, furnish, install, maintain, relocate and/or remove temporary lighting assemblies, wire, poles, connections to permanent lighting systems and power sources.

This item is to provide temporary lighting during construction to supplement the permanent roadway lighting system in achieving an uninterrupted lighted roadway surface, according to the criteria specified in the Plans.

MATERIALS

The luminaries shall be fully weather proof.

The luminaries shall be equipped with a built-in ballast for the proper wattage and operating voltage.

The components comprising the assembly of the upper half of the luminaries shall include a reflector, a porcelain enclosed mogul socket, and a twist-lock three prong receptacle for a photoelectric control (where required).

Multiple lighting wire and ground wire shall conform to subsection 723-70 and 723-75 respectively.

CONSTRUCTION DETAILS:

The Contractor shall submit proposed equipment shop drawings and associated photometrics certified by the manufacturer, proposed layout drawings, and lighting calculations of the proposed temporary roadway lighting system for review and approval by the Engineer. The drawings shall include the calculated point-by-point lighting levels, as well as the calculated veiling luminance ratio, average-to-minimum, and maximum-to-minimum ratio values. These values shall meet or exceed the criteria given in the plans. The layout drawings of the proposed temporary lighting system shall also include the proposed temporary power and control scheme, and include provisions for any required workarounds and/or temporary systems required to maintain power to and control of existing roadway and sign lighting outside the area of work. The drawings and calculations shall be prepared by or under the direct supervision of a Registered Professional Engineer in the State of New York, and bear that Engineer's stamp and signature.

ITEM 619.67020010- TEMPORARY HIGHWAY LIGHTING SYSTEM

Temporary lighting assemblies, poles and wires shall be designed, furnished, installed, maintained, repaired, replaced as necessary and energized as required.

In no case shall the existing lighting system be discontinued until the temporary lighting is in service and approved. Temporary lighting of lower intensity than indicated on the plans will not be permitted.

Temporary Highway Lighting System shall be connected to and operated by the permanent lighting system and shall contain luminaires with photoelectric cells. Nonconforming items and/or installation shall require special approval by the Engineer prior to placement.

Contractor shall make connections to existing permanent lighting systems or other temporary power sources. Coordination with local utility is the responsibility of the Contractor.

Work and testing shall conform to subsections 670-3.14, 670-3.15 and 670-3.16.

In the event that the Contractor fails to restore complete operation of any portion of the temporary roadway lighting system within 24 hours of any failure, the State may direct its own maintenance contractor to make repairs. The Contractor shall reimburse the State for all costs it incurred in restoring the lighting system.

Once the permanent highway lighting is installed and in operation, the temporary lighting assemblies, wires and poles shall be dismantled and removed from the site.

METHOD OF MEASUREMENT:

Payment for Temporary Highway Lighting System will be made on a lump sum basis.

BASIS OF PAYMENT:

The lump sum price bid for this item shall include the cost of all equipment, materials, temporary power connections and labor necessary to adequately and safely maintain the minimum light level indicated on the plans. Relocation and/or removal of temporary lighting system shall be included in the lump sum price bid.

All maintenance costs related to the temporary lighting system shall be included in this item.

The lump sum cost shall include the design of the temporary lighting system.

ITEM 619.67020010- TEMPORARY HIGHWAY LIGHTING SYSTEM

Energy costs for the temporary lighting system will be borne by the party mentioned in the contract documents.

In the event the contract completion date is extended, no additional payment will be made for temporary lighting system.

Monthly progress payments will be made for this item in proportion to the amount of contract work completed less any deductions for disbursements incurred restoring the temporary lighting.

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 643.990199 - PRECAST CONCRETE NOISE BARRIER SYSTEM

DESCRIPTION

This work shall consist of furnishing portions and erecting a precast concrete noise barrier wall at the locations and to the elevations shown in the contract documents and as directed by the Engineer. Onieda County will provide Precast Concrete Posts, Panel Caps and Panels via a separate procurement contract that has been awarded in advance of this construction contract.

A precast concrete noise barrier system includes, but is not limited to, the following elements:

- Excavation and backfill.
- Foundation – typically drilled shafts.
- Posts - reinforced precast concrete (installation only).
- Bottom Panels - reinforced precast concrete with or without architectural treatment (e.g. form liner patterns), color and/or exposed aggregate (installation only).
- Panel Caps - reinforced precast concrete with or without color (installation only).
- Pier Caps - reinforced precast concrete with or without color (installation only).
- Top Panels – Translucent Acrylic panels with metallic framing and closed cell foam system.
- Hot-Dip Galvanized steel hardware and fasteners (e.g., anchor bolts, nuts, washers).
- Miscellaneous materials (e.g., backer rod, caulking).

MATERIALS

The following sections of the standard specifications shall apply:

- | | |
|--|--------|
| • Portland Cement Concrete– Materials | 501-2 |
| • Structural Concrete | 555-2 |
| • Reinforcing Steel for Concrete Structures | 556-2 |
| • Precast Concrete – General | 704-03 |
| • Caulking Compound for Structures | 705-06 |
| • Preformed, Closed-Cell Foam Material | 705-08 |
| • Structural Steel | 715-01 |
| • Galvanized Coatings and Repair Methods | 719-01 |
| • Anchor Bolts | 723-60 |
| • Rubber Impregnated Woven Cotton-Polyester Fabric | 728-01 |
| • Rubber Impregnated Random Fiber Pad | 728-02 |

The following ASTM reference shall apply:

- | | |
|---|-------|
| • Standard Specification for Carbon and Alloy Steel Nuts for Bolts for High Pressure or High Temperature Service or Both | A194 |
| • Standard Specifications for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength | A325 |
| • Standard Specification for Carbon and Alloy Steel Nuts | A563 |
| • Standard Specification for Concrete Aggregates | C33 |
| • Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland Cement Concrete and Asphalt Joints | D5249 |
| • Standard Practice for Determination of the Effectiveness | D7089 |

ITEM 643.990199 - PRECAST CONCRETE NOISE BARRIER SYSTEM

of Anti-Graffiti Coating for Use on Concrete, Masonry and Natural Stone Surfaces by Pressure Washing

- Standard Specification for Hardened Steel Washers F436
 - Standard Test Method for Laboratory Measurement of Airborne E90
 - Sound Transmission Loss of Building Partitions and Elements E413
- Classification for Rating Sound Insulation

The following standards shall apply:

- NYSDOT LRFD Bridge Design Specification NYSDOT LRFD
- NYSDOT Steel Construction Manual NYSDOT SCM

The following modifications and additions:

- **Precast Concrete:** The concrete for precast panels, posts and caps shall have a minimum compressive strength of 5000 psi at 28 days. All precast concrete materials will be provided by Oneida County and installed by the Contractor.
- **Cast In Place Concrete:** The concrete for the drilled shafts shall be a 554/555 Footing mix, per Materials Procedure MP 501-2, Mix Design and Approval Procedure for Performance Engineered Mixtures – Structural Concrete: Table 2, Concrete Mixtures, ***UNLESS*** water is encountered when excavating for the drilled shafts and the drilled shafts cannot be dewatered. Then the drilled shafts shall be concreted with 551/552 concrete with an increased paste content for underwater applications in accordance with §555-3.05 – Depositing Structural Concrete under Water. The bottom of the shaft excavation shall be cleaned of loose material immediately prior to concreting.
- **Reinforcing Steel:** Reinforcing steel used in cast in place footings (shafts), precast concrete panels, caps, and posts shall be epoxy coated or galvanized.
- **Coarse Aggregate:** The coarse aggregate, used in precast components with an exposed aggregate finish, shall be screened gravel with a No. 1 size designation. A coarse aggregate gradation meeting the requirements of ASTM C 33, size No. 67 may be used as an alternate to size No. 1. The screened gravel shall be the color indicated in the contract documents. Samples, (1-gallon each) shall be submitted for approval prior to the start of production.
- **Acrylic Panels:** Panels shall consist of “Soundstop GS CC Panels” by Acrylite, color shall be Satinice (Frosted) or approved equal.

Contact:

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ITEM 643.990199 - PRECAST CONCRETE NOISE BARRIER SYSTEM

- **Misc. Materials:**

- Post base plate §715-01
- Caulking compound §705-06
- Backer rod Polyethylene, ASTM D5249 Type I
- Neoprene pads §728-01 or §728-02
- Anchor bolts §723-60; galvanization, §719-01, Type II
- Bolts ASTM A325, Type I; galvanization §719-01,
- Nuts Type II ASTM A563, Grade DH or ASTM A194, Grade 2H and be galvanized in accordance with §719-01, Type II, or ASTM F436 and be galvanization §719-01, Type II
- Misc. steel connection hardware galvanization §719-01, Type II
- Closed cell foam gasket §705-08

- **Anti- Graffiti Coating:** Exposed concrete surfaces shall receive an anti-graffiti coating. The anti-graffiti coating shall be:

- a. one component,
- b. clear drying,
- c. non-sacrificial (permanent),
- d. tested according to ASTM D7089 and capable of achieving a rating of “Cleanability Level 1” after cleaning,
- e. applied by the precast manufacturer, no anti-graffiti coating shall be field applied,
- f. applied according to manufacturer’s instructions.

SI-Coat 531
as manufactured by
CSL Silicones Inc
144 Woodlawn Road West
Guelph, ON N1H 1B5 Canada
1.800.265.2753
www.cslsilicones.com

Blok-Guard & Graffiti Control II
as manufactured by
PROSOCO
3741 Greenway Circle
Lawrence, KS 66046
1.800.255.4255
www.prosoco.com

Permashield Non-Sacrificial #5300/5400
as manufactured by
Monopole Inc
4661 Alger Street
Los Angeles CA 90039
1.818.500.8585
www.monopoleinc.com

Or equal as approved by the Engineer.

ITEM 643.990199 - PRECAST CONCRETE NOISE BARRIER SYSTEM

- **Architectural Color and Patterning:** When required in the contract documents, concrete used to fabricate the noise barrier panels shall have an integral coloring (admixture) conforming to the requirements for §704-03 FABRICATION H. 3. *Integral Coloring*. Admixture color shall be as specified in the contract documents.

Exposed surfaces of the panels shall have an architectural pattern as specified in the contract documents. The architectural pattern shall be in accordance with §704-03 FABRICATION H.1. Architectural Patterned and Textured Precast Concrete.

- **Weather Resistant Stain:** When required in the contract documents, stain shall be applied in accordance with the stain manufacturer's written instructions and provide a uniform appearance. Stain color(s) shall be as specified in contract documents. The final color shall be consistent with the quality and appearance of the approved sample. Do not use both stain and integral color unless both are required by the contract documents. When both are used, verify that they are compatible with each other

FABRICATION:

The fabrication, curing, and repair requirements for precast components shall meet the requirements of §704-03. Precast Concrete - General, with the following modifications and additions:

- **Fabrication:** The concrete posts and caps shall have a smooth finish, unless specified otherwise in the contract documents. The panel finish shall be as shown in the contract documents. If an exposed aggregate finish is specified, the panels shall have completely covered uniform surface of exposed aggregate. The depth of exposure shall be 30% of the primary size dimension of the coarse aggregate exposed.

If a form liner finish is specified, the form liner pattern shall be as shown in the contract documents. The number of uses per form liner shall not exceed the manufacturer's recommendations. Architectural treatments shall meet the requirements of §704-03.

- **Repair:** The procedure for repairing damaged areas in the precast concrete, including exposed aggregate or form liner finish shall follow the requirements listed in §704-03 Repair.

CONSTRUCTION DETAILS

The following sections of the standard specifications shall apply:

Trench, Culvert and Structure Excavation	206-3
Structural Concrete	555-3

DESIGN AND SHOP DRAWINGS:

Precast Concrete Posts and Panels shall be supplied by Oneida County as part of a materials procurement contract awarded in advance of this contract and will not be responsible for preparing the shop drawings for these elements of the wall.

ITEM 643.990199 - PRECAST CONCRETE NOISE BARRIER SYSTEM

The Contractor shall design the noise barrier system and components in accordance with these specifications, the contract documents and in conformance with the NYSDOT LRFD Bridge Design Specification, latest edition. The design and shop drawings shall be submitted as shop drawings to the Engineer in accordance with the drawing requirements.

Shop drawings shall be submitted for review and approval before beginning any work related to the precast concrete noise barrier system. No components of the precast concrete noise barrier system shall be fabricated until design calculations and shop drawings have been approved.

The shop drawings shall include:

- noise barrier system design (not including the precast concrete posts and precast panels)
- design calculations,
- all relevant aspects of the precast concrete installation,
- connections including the posts to the foundation and the panels to the posts. The panel to post connection shall be designed to be as inconspicuous as possible.
- sizes of all bolts, nuts, washers, plates, and shapes to be used along with the applicable material specifications.

The shop drawings and design calculations shall be stamped by a professional engineer who is licensed and registered in the State of New York. Approved shop drawings for the precast concrete posts and panels will be provided to the Contractor upon notice to proceed.

INSTALLATION

Precast concrete footings shall not be allowed. The cost to construct the foundation for the noise barrier shall include all necessary excavation costs.

The Contractor shall lift, place, and secure precast concrete wall units in accordance with the manufacturer's instructions and approved shop drawings. Follow erection procedures and sequences of erection as recommended by the precast concrete wall manufacturer. When overhead utilities are present, erection methods must be approved by the Engineer. Consideration shall be given to a method different than placement from above.

Posts shall be true and plumb within 1/2" of the total height. Top of posts and panel shall be within 1/2" of the elevations noted in the contract documents. The Contractor shall perform any required grading between the posts to provide a continuous and smooth ground line which will meet the tolerances shown on the drawings for the distance between the bottom of the panel and the ground surface.

BASIS OF ACCEPTANCE:

The sampling and testing, marking, final product inspection, shipping, and basis of acceptance requirements for components shall meet the requirements of all applicable sections of §700 of the Standard Specifications.

ITEM 643.990199 - PRECAST CONCRETE NOISE BARRIER SYSTEM

METHOD OF MEASUREMENT

The work will be measured as the number of square feet, measured from the top of the noise barrier panels to the bottom of the wall panels and from center to center of posts, of precast concrete noise barrier system furnished (as stated above) and erected.

Only one side of the proposed wall will be measured for payment. No additional payment will be made for the canted panels or for the portion of post caps (all types) that extend above the top of the wall elevation.

BASIS OF PAYMENT

The unit bid price per square foot of noise barrier system furnished and erected shall include the cost of furnishing all labor, materials (not including precast concrete posts and precast panels, precast wall and post caps), and equipment necessary to satisfactorily perform the work. Work includes excavation, concrete foundation, reinforcement, backfill, hardware (anchor bolts, nuts, washers, etc.), final grading along the noise wall, and design.

ITEM 645.17010008 – BREAKAWAY WOODEN SIGN POST, 4" X 4" SECTION WITH STEEL SLEEVE

ITEM 645.17020008 - BREAKAWAY WOODEN SIGN POST, 4" X 6" SECTION WITH STEEL SLEEVE

ITEM 645.17030008 - BREAKAWAY WOODEN SIGN POST, 6" X 8" SECTION WITH STEEL SLEEVE

DESCRIPTION

This work shall consist of erecting roadside traffic signs using breakaway wooden sign posts at the locations shown on the plans. The sign installation shall be in accordance with Section 645, Guide Signs, Traffic Signs and Special Devices, except as modified herein.

MATERIALS

Wood Posts - Wood posts used for roadside traffic signs shall comply with the requirements of §712-14, Stress Graded Timber and Lumber. The lumber shall be Southern Pine grade 2 (as designated by the National Design Specification for Wood Construction) or equivalent and, using the clear wood properties of ASTM D2555, the bending stress (Modulus of Rupture) shall not be less than 4000 PSI.

All timber and lumber shall be dried to a maximum moisture content of 15% before and after pressure treating. All timber and lumber shall be pressure treated in accordance with § 708-31, Wood Preservative - Water Borne. The bottom 4 feet of the posts shall be sealed with a heavy coat (12-20 mil dry film thickness) of coal-tar bitumin conforming to the AASHTO Designation M 118-79 or an approved equal.

The nominal sizes of the posts shall be 4" X 4" or 4" X 6" or 6" X 8", with the longer dimension installed perpendicular to the face of the sign. The 4" X 6" posts require two 1 ½" diameter holes drilled perpendicular to the flow of traffic, located at the center of the post 4" and 18" above ground level, and filled with expansive sealant material as approved by the Engineer. The 6" X 8" posts require two 3" diameter holes drilled perpendicular to the flow of traffic, located at the center of the post 4" and 18" above ground level, and filled with expansive sealant material.

Steel Sleeve - The steel sleeves shall be square or rectangular and shall be ASTM A36 metal. They shall be galvanized as per the requirements of § 719-01. The wall thickness shall be ¼" minimum. The inside dimension of the sleeve shall be a minimum of 1" larger than the post dimension. The sleeve shall be open at the bottom.

CONSTRUCTION DETAILS

Wood sign posts shall be installed at the locations shown on the plans in accordance with §645-3 and the table below. Each sign panel stringer to post attachment point shall be bolted completely through the post using two ½" diameter aluminum alloy bolts with nuts and washers.

Hardwood wedge shaped shims shall be used on at least two perpendicular sides between the post and sleeve to prevent movement and provide a tight fit.

Expansive sealant material shall be used to fill the gap between the post and the sleeve.

ITEM 645.17010008 – BREAKAWAY WOODEN SIGN POST, 4” X 4” SECTION WITH STEEL SLEEVE

ITEM 645.17020008 - BREAKAWAY WOODEN SIGN POST, 4” X 6” SECTION WITH STEEL SLEEVE

ITEM 645.17030008 - BREAKAWAY WOODEN SIGN POST, 6” X 8” SECTION WITH STEEL SLEEVE

The sleeve shall extend a minimum of 2” but no more than 3” above the ground line at the post location.

The posts and the sleeves shall be embedded in the soil 5 feet for the 4”X4” post, 6 feet for the 4” X 6” post, and 7 feet for the 6” X 8” post; and backfilled with compacted material meeting the requirements of cushion sand or stone screenings and/or a mixture of Portland Cement Type 2 and water in the ratio of 5 ½ gallons per bag of cement.

The Geotechnical Engineering Bureau and the Structures Division should be consulted under the following circumstances:

- A. Post is placed in soft clay or organic deposit, or
- B. Groundwater elevation is within minimum embedment.

METHOD OF MEASUREMENT

This item will be measured as the number of wooden sign posts, of the specified section, furnished and erected in accordance with these specifications.

BASIS OF PAYMENT

The unit price per sign post shall include the cost of all labor, materials and equipment necessary to complete the work as detailed in the specification. The sign panels shall be paid for separately.

ALLOWABLE SIGN AREAS* (SQUARE FEET) ON 2-POST SUPPORTS

WOOD POST SECTION (INCHES)	60 MPH WIND ZONE				70 MPH WIND ZONE			
	HEIGHT TO PANEL CENTROID				HEIGHT TO PANEL CENTROID			
	6 FT.	8 FT.	10 FT.	12 FT.	6 FT.	8 FT.	10 FT.	12 FT.
3 1/2 X 3 1/2	23	17	14	12	16	12	10	8
3 1/2 X 5 1/2	56	42	34	28	40	30	24	20
5 1/2 X 7 1/2	156	117	94	78	110	83	66	55

* For 3-post supports, outer posts shall be separated more than 8 feet, and allowable sign areas may be increased by 50%. For 1-post supports, allowable sign areas shall be decreased 60%.

ITEM 645.5YXX0110 - GROUND MOUNTED SIGN PANELS BACKED WITH NON-RETROREFLECTIVE SHEETING

ITEM 645.6Y000110 - OVERHEAD SIGN PANEL BACKED WITH NON-RETROREFLECTIVE SHEETING

ITEM 645.71000110 - NON-REFLECTIVE SHEETING

ITEM 645.72000110 - POWDER COATED STIFFENERS, BRACKETS, AND MISCELLANEOUS HARDWARE

DESCRIPTION

This work shall consist of furnishing and installing signs and guide panels with non-retroreflective, colored sign sheeting applied to the back of the panel and, when required, powder-coated stiffeners, overhead brackets and miscellaneous hardware.

MATERIALS

The following sections of the standard specifications shall apply:

Signs 645-2

with modifications as noted below.

The following ASTM specifications shall apply

Standard Test Method by Adhesion Tape D3359

Standard Test Method for Pull-Off Strength of Coatings Using
Portable Adhesion Testers D4541

The following other specifications shall apply:

Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on
Aluminum Extrusions and Panels (with Coil Coating Appendix) AAMA 2605

Sign Sheeting For Panel Backs: shall meet the following requirements:

- Cast vinyl material
- Non-retroreflective
- Have a guaranteed service life of at least 5 yrs or 7 yrs
- Supplied with a pre-coated, pressure-sensitive or heat-activated adhesive back and protected by a removable liner.
- Show no signs of shrinkage, delamination, cracking or other surface defects

ITEM 645.5YXX0110 - GROUND MOUNTED SIGN PANELS BACKED WITH NON-RETROREFLECTIVE SHEETING

ITEM 645.6Y000110 - OVERHEAD SIGN PANEL BACKED WITH NON-RETROREFLECTIVE SHEETING

ITEM 645.71000110 - NON-REFLECTIVE SHEETING

ITEM 645.72000110 - POWDER COATED STIFFENERS, BRACKETS, AND MISCELLANEOUS HARDWARE

- color shall be Federal Standard Color box shall be 595-B or 595-C:
 - # 20059
 - # 34066, or
 - As specified in the contract documents
- Be from one of the following manufacturers:

Oracal 951 Premium Cast
as manufactured by
ORAFOL Americas – GA
1100 Oracal Parkway
Black Creek, GA 31308
888.672.2251
www.orafolamericas.com

3M – Scotchal Electrocut 7725
as manufactured by
3M Center
Building 220-12E-04
St. Paul, MN 55144-
800.328.3908
www.3M.com/graphics

SC 900 Super Cast Series
as manufactured by
Avery Dennison Graphics Solutions
8080 Norton Pky
Mentor, Ohio 44060
800.282.8379
graphics.averydennison.com

Hi-S Cal 4178 Series
as manufactured by
Nikkalite
12981 East Florence Avenue
Santa Fe Springs, CA 90670
800.821.4264
www.nikkalite.com

or equal as approved by the Engineer

Submit a sample of the proposed sheeting and powder-coated stiffener, bracket and miscellaneous hardware in the specified color for approval before sign fabrication.

Powder-Coating for Stiffeners, Brackets and Miscellaneous Hardware:

Powder-coating shall be done to manufacturer's recommendations. The coating powder shall be polyester-based powder that has been tested and certified to meet the AAMA 2605 specification and designed for use over properly prepared aluminum and galvanized surfaces.

ITEM 645.5YXX0110 - GROUND MOUNTED SIGN PANELS BACKED WITH NON-RETROREFLECTIVE SHEETING

ITEM 645.6Y000110 - OVERHEAD SIGN PANEL BACKED WITH NON-RETROREFLECTIVE SHEETING

ITEM 645.71000110 - NON-REFLECTIVE SHEETING

ITEM 645.72000110 - POWDER COATED STIFFENERS, BRACKETS, AND MISCELLANEOUS HARDWARE

Basis of Acceptance

Signs will be accepted on the basis of material certification(s) that the products are consistent with and conform to the requirements this specification.

CONSTRUCTION DETAILS

The following sections of the standard specifications shall apply:

Signs

645-3.01 and -3.02

with the following modifications:

NON-RETROREFLECTIVE SHEETING

- Apply non-retroreflective sheeting to the back of the sign panels according to sheeting manufacturer's recommendations, including following manufacturer's recommendation for cleaning and applying the sheeting.

POWDER COATED STIFFENER, BRACKET AND MISCELLANEOUS HARDWARE

- If the use of Z-bars and/or batten bars is specified, powder coat the Z-bars and batten bars to the approximate color of the non-retroreflective sheeting and in accordance with the powder coating manufacturer's recommendations.
- The powder-coating process shall be performed according to the powder manufacturer's printed instructions. All coated items shall demonstrate a coating thickness between 1.5 to 2.5 mils (38-63) microns or a thickness recommended by the powder manufacturer or applicator, whichever is higher. All surfaces to coated shall be prepared in strict accordance to the powder manufacturer's instructions. Any required pre- or post-heating/curing of the powder shall be performed in strict accordance with such instructions.
- The final coat shall exhibit a 5A or 5B adhesion when tested according to ASTM D3359, or a minimum of 600 psi adhesion when tested according to ASTM D4541. All powder coated items shall demonstrate excellent edge coverage on all holes and edges. The color of the powder coating shall match the color specified under Materials, Sign Sheeting for Panel Backs when viewed under sunlight.
- Protect the powder coated hardware and both faces of the completed sign panels during delivery and installation.

ITEM 645.5YXX0110 - GROUND MOUNTED SIGN PANELS BACKED WITH NON-RETROREFLECTIVE SHEETING

ITEM 645.6Y000110 - OVERHEAD SIGN PANEL BACKED WITH NON-RETROREFLECTIVE SHEETING

ITEM 645.71000110 - NON-REFLECTIVE SHEETING

ITEM 645.72000110 - POWDER COATED STIFFENERS, BRACKETS, AND MISCELLANEOUS HARDWARE

- When powder-coated stiffeners, brackets and miscellaneous hardware are installed on existing sign panels, the Contractor shall remove existing stiffeners, brackets and miscellaneous hardware and install new material in a manner that does not mar the powder coating.

METHOD OF MEASUREMENT

The work will be measure as the number of square feet, measured to the nearest 0.1 square foot of (ground-mounted or overhead) sign panel backed with non-retroreflective sheeting and powder coated stiffeners, brackets and miscellaneous hardware furnished and installed.

When non-retroreflective sheeting and/or stiffeners, brackets and hardware are specified independent of a sign, the work will be measured as the number of square feet, measured to the nearest 0.1 square foot, of the sign (ground-mounted or overhead) for which these materials are furnished and installed.

The area of each panel will be measured as the area shown on the standard sheets. For sign panels not shown on the standard sheets, the area will be measured as the product of the length and width, with no reduction for rounded corners.

BASIS OF PAYMENT

The unit price bid per square foot of sign panel backed with non-retroreflective sheeting and, where applicable, powder-coated stiffeners, brackets and miscellaneous hardware furnished and installed shall include the cost of all materials, equipment and labor necessary to satisfactorily complete the work.

The unit price bid per square foot of non-retroreflective sheeting and/or powder-coated stiffeners, brackets and miscellaneous hardware furnished and installed shall include the cost of all materials, equipment and labor necessary to satisfactorily complete the work.

All other sign provisions and mountings will be paid for separately under respective payment items.

ITEM 645.5YXX0110 - GROUND MOUNTED SIGN PANELS BACKED WITH NON-RETROREFLECTIVE SHEETING

ITEM 645.6Y000110 - OVERHEAD SIGN PANEL BACKED WITH NON-RETROREFLECTIVE SHEETING

ITEM 645.71000110 - NON-REFLECTIVE SHEETING

ITEM 645.72000110 - POWDER COATED STIFFENERS, BRACKETS, AND MISCELLANEOUS HARDWARE

Payment will be made under the following payment items:

Item Number	Description	Unit
645.51010110	Ground-Mounted Sign Panels without Z-bars with Non-Retroreflective Sheeting	SF
645.51020110	Ground-Mounted Sign Panels less than or equal to 30 SF with Non-Retroreflective Sheeting and Powder Coated Stiffeners, Brackets and Miscellaneous Hardware	SF
645.51030110	Ground-Mounted Sign Panels greater than 30 SF with Non-Retroreflective Sheeting and Powder Coated Stiffeners, Brackets and Miscellaneous Hardware	SF
645.52010110	Ground-Mounted Sign Panels with High Visibility Sheeting and Non-Retroreflective Sheeting without Z-bars	SF
645.52020110	Ground-Mounted Sign Panels less than or equal to 30 SF with High Visibility Sheeting, Non-Retroreflective Sheeting and Powder Coated Stiffeners, Brackets and Miscellaneous Hardware	SF
645.52030110	Ground-Mounted Sign Panels greater than 30 SF with High Visibility Sheeting, Non-Retroreflective Sheeting and Powder Coated Stiffeners, Brackets and Miscellaneous Hardware	SF
645.61000110	Overhead Sign Panels with Non-Retroreflective Sheeting and Powder Coated Stiffeners, Brackets and Miscellaneous Hardware	SF
645.62000110	Overhead Sign Panels with High Visibility Sheeting, Non-Retroreflective Sheeting and Powder Coated Stiffeners, Brackets and Miscellaneous Hardware	SF
645.71000110	Non-Retroreflective Sheeting	SF
645.72000110	Powder Coated Stiffeners, Brackets and Miscellaneous Hardware	SF

ITEM 645.81090003 – RETROREFLECTIVE SIGN POST STRIP

DESCRIPTION

This work shall consist of furnishing and installing Retroreflective Sign Post Strips in accordance with the contract documents.

MATERIALS

The retroreflective surface of Retroreflective Sign Post Strip shall conform to §730-05 Retro-Reflective Sign Sheeting - NYSDOT Class A sign sheeting and appear on the Department's Approved List of Materials and Equipment for Reflective Sign Sheeting.

Note: Signs supplied before March 1, 2023, may be fabricated with NYSDOT approved ASTM D4956 Type III/IV and IX retro-reflective sign sheeting. The grade of sheeting shall match the grade of sheeting on the sign panel that the strip supplements.

Nylon or plastic washers shall be installed between fastener bolt heads (or nuts) and the reflective sheeting on the face of the strip.

The color of the retroreflective sheeting on the Retroreflective Sign Post Strip shall match the background color of the sign, except that the color of the strip for the YIELD and DO NOT ENTER signs shall be red.

Retroreflective Sign Post Strips shall be made of durable, UV-stabilized plastics or aluminum panels in accordance with §730-01.

Hardware to mount Retroreflective Sign Post Strips to sign posts shall conform to §715-16 Stainless Steel Connecting Products, or §730-22 Stiffeners, Overhead Brackets, and Miscellaneous Hardware. Hardware to connect Retroreflective Sign Post Strips to sign posts shall be tamper resistant.

CONSTRUCTION DETAILS

Retroreflective Sign Post Strips shall be at least 2 inches in width and shall be in accordance with the contract documents. Retroreflective Sign Post Strips shall be placed for the full length of the support from the sign to 2 feet above the edge of the roadway.

Retroreflective Sign Post Strips shall be attached to the sign posts by mechanical means with standard nuts and bolts, clamps, brackets, or strapping according to the manufacturer's instructions. Retroreflective Sign Post Strips shall not be attached to sign posts with adhesives.

METHOD OF MEASUREMENT

This work will be measured as the number of Retroreflective Sign Post Strips 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 647.83001002 - REMOVAL AND DISPOSAL OF DELINEATORS AND/OR
REFERENCE MARKERS WITH OR WITHOUT POSTS**

DESCRIPTION:

This work shall include the removal and disposal of existing delineators and/or reference markers, including posts and associated hardware, as designated in the Contract Documents.

All provisions of Section 647 shall apply to this specification except as modified below.

MATERIALS:

Not specified.

CONSTRUCTION DETAILS:

Existing delineators and/or reference markers and supports (when an independent system, and not part of a sign support system) shall be removed from the site and become the property of the contractor. Post foundations shall be completely removed (when applicable).

METHOD OF MEASUREMENT:

The work will be measured as the number of delineators and/or reference markers removed and disposed. When multiple delineators/markers are attached to the same support or support system or delineators/markers are mounted back to back, the work shall be paid as 1 each.

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 655.16000011 - REMOVE AND DISPOSE OF FRAMES AND GRATES

DESCRIPTION:

Under this item the Contractor shall remove and dispose of the frames and grates indicated on the plans or as ordered by the Engineer.

MATERIALS:

None specified.

CONSTRUCTION DETAILS:

The Contractor shall remove and dispose of the frames and grates as indicated on the plans or ordered by the Engineer.

METHOD OF MEASUREMENT:

Measurement will be taken as the number of frames and grates removed, and disposed. A frame and grate combination shall be measured as one unit.

BASIS OF PAYMENT:

Payment will be made at the unit price bid which shall include the cost of furnishing all labor, materials, and equipment necessary to complete the work.

ITEM 660.21XX0008 - FURNISH & INSTALL STEEL CASING

DESCRIPTION

Under this item the contractor shall furnish and install steel casing of the sizes indicated and at the locations shown on the plan or as ordered by the Engineer.

The work shall include the installation of the casing pipe, and all extra work involved in the placement of the carrier pipe in the casing including the furnishing and installing of the insulated casing spacers and end seals.

MATERIALS

The casing pipe shall be bar steel casing pipe American Petroleum Institute (API) 5L Grade B seamless, electric welded pipe or approved equal. The pipe wall thickness shall be schedule 40 or as directed by the Engineer. The pipe ends shall be prepared for butt welding and beveled at 37 ½ degrees. Casing spacers shall be as indicated on the plans.

CONSTRUCTION DETAILS

All casing pipe shall be laid true to line and grade and shall have a full, firm and even bearing.

Bedding, filling and backfilling shall be in accordance with the NYS Department of Transportation Specifications - Section 203-3.15, Fill and Backfill at Structures, Culverts, Pipes, Conduits and Direct Burial Cables.

Movement of construction equipment and all other vehicles and loads over and adjacent to any pipe shall be done at the contractor's risk. When determined by the Engineer, any pipe that is damaged or disturbed through any cause, shall be replaced as directed by the Engineer, at the expense of the contractor and at no cost to the State. Welding shall be done by a certified welder. The ends of the casing shall be sealed and made waterproof in a workmanlike manner.

METHOD OF MEASUREMENT

This work will be measured as the number of linear feet of casing measured along its axis in its final position.

BASIS OF PAYMENT

The unit price bid shall include the cost of furnishing all labor, equipment and materials necessary to complete the work to the satisfaction of the Engineer, including welding, installation of casing, installation of casing spacers and any extra work involved in the placement of the carrier pipe in the casing.

Excavation will be paid for under the appropriate Trench and Culvert Excavation Item in Section 206 of the Standard Specifications.

Any special backfill will be paid for under Item 203.07, Selected Granular Fill.

ITEM 660.21XX0008 - FURNISH & INSTALL STEEL CASING

BASIS OF PAYMENT - cont'd

Carrier pipe installed within the casing will be paid for under its respective item.

Payment will be made under:

<u>ITEM NO.</u>	<u>ITEM</u>	<u>PAY UNIT</u>
660.21080008	Furnish & Install Steel Casing 8 NPS (O.D.)	Linear Feet
660.21100008	Furnish & Install Steel Casing 10 NPS (O.D.)	Linear Feet
660.21120008	Furnish & Install Steel Casing 12 NPS (O.D.)	Linear Feet
660.21140008	Furnish & Install Steel Casing 14 NPS (O.D.)	Linear Feet
660.21160008	Furnish & Install Steel Casing 16 NPS (O.D.)	Linear Feet
660.21180008	Furnish & Install Steel Casing 18 NPS (O.D.)	Linear Feet
660.21200008	Furnish & Install Steel Casing 20 NPS (O.D.)	Linear Feet
660.21240008	Furnish & Install Steel Casing 24 NPS (O.D.)	Linear Feet
660.21260008	Furnish & Install Steel Casing 26 NPS (O.D.)	Linear Feet
660.21280008	Furnish & Install Steel Casing 28 NPS (O.D.)	Linear Feet
660.21300008	Furnish & Install Steel Casing 30 NPS (O.D.)	Linear Feet
660.21320008	Furnish & Install Steel Casing 32 NPS (O.D.)	Linear Feet
660.21360008	Furnish & Install Steel Casing 36 NPS (O.D.)	Linear Feet
660.21380008	Furnish & Install Steel Casing 38 NPS (O.D.)	Linear Feet
660.21420008	Furnish & Install Steel Casing 42 NPS (O.D.)	Linear Feet
660.21440008	Furnish & Install Steel Casing 44 NPS (O.D.)	Linear Feet

XX = Outer diameter pipe size in NPS.

ITEM 663.10050007 – BLOW-OFF HYDRANT

DESCRIPTION

This work shall consist of furnishing and installing ITEM 663.10050007 – BLOW-OFF HYDRANT in accordance with the contract documents and as directed by the Engineer.

MATERIALS

As specified in the contract details and in the special note titled “Blow-Off Hydrant” included in the contract documents.

CONSTRUCTION DETAILS

Construction details as shown in the contract plans and described in the special note titled “Blow-Off Hydrant” included in the contract documents.

METHOD OF MEASUREMENT

Measurement will be made for the number of Blow-Off Hydrants furnished and installed where shown on the plans, or as directed by the Engineer.

BASIS OF PAYMENT

The unit price bid shall include all labor, tools, equipment and material necessary to satisfactorily install the Blow-Off Hydrant, including disinfection.

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 670.03070008 - REMOVING AND DISPOSING EXISTING LIGHTING PULLBOX

DESCRIPTION:

The work shall include the removal and disposal of existing pullboxes for highway lighting where shown on the plans or ordered by the Engineer.

MATERIALS:

Not specified.

CONSTRUCTION DETAILS:

The Contractor shall excavate the area as necessary to remove and dispose of the existing lighting pullbox and any appurtenances such as grounding rods which are an integral part. The Contractor shall also terminate the existing conduit and wiring entering the pullbox at least 24" from the outer face of the pullbox in a manner approved by the Engineer. The conduit which remains shall be crimped or plugged to prevent materials from entering.

After completion of the above work, the Contractor shall either backfill, regrade or incorporate other items of work as called for in the plans at this location.

Backfill, if required, shall conform to the requirements of Section 203-2.12.

METHOD OF MEASUREMENT:

The quantity to be paid for will be the number of each pullbox removed in accordance with the plans or as directed by the Engineer.

BASIS OF PAYMENT:

The unit price bid for this item shall include the cost of furnishing all labor, equipment and materials necessary to complete this work including backfilling, regrading or preparing the area as called for in the plans.

ITEM 670.15020004 - FURNISH AND INSTALL DECORATIVE STREET LIGHTING POLE

DESCRIPTION:

Under this item, the Contractor shall furnish and install decorative street lighting poles, fixtures and luminaires at the locations indicated on the plans and as ordered by the Engineer.

MATERIALS:

As specified in the proposal under the Special Note “Decorative Street lighting”

CONSTRUCTION DETAILS:

The requirements of Section 670 of the Standard Specifications shall apply and as specified in the proposal under the Special Note “decorative Street Lighting”

METHOD OF MEASUREMENT:

This work will be measured as each decorative street light pole furnished and installed.

BASIS OF PAYMENT:

The unit price bid for each decorative lighting pole, shall include the cost of furnishing all labor, material, and equipment necessary to complete the work in accordance with the plans, and as directed by the Engineer, including the base, the pole, the arm and the luminaire. The pole foundation, conduit and any necessary excavation, are to be paid for under their respective items.

**ITEM 670.15091810 - TYPE P6 ALUMINUM LIGHT STANDARD 23 ft – 29 ½ ft POLE 6 ft
SINGLE DAVIT ARM**

**ITEM 670.15094510 - TYPE P ALUMINUM LIGHT STANDARD 23 ft – 29 ½ ft POLE 14 ¾ ft
SINGLE DAVIT ARM**

**ITEM 670.15111810 - TYPE S6 ALUMINUM LIGHT STANDARD 29 ½ ft – 36 ft POLE 6 ft
SINGLE DAVIT ARM**

**ITEM 670.15114510 - TYPE S ALUMINUM LIGHT STANDARD 29 ½ ft–36 ft POLE 14¾ ft
SINGLE DAVIT ARM**

**ITEM 670.15131810 - TYPE R6 ALUMINUM LIGHT STANDARD 36 ft – 42 ½ ft POLE 6 ft
SINGLE DAVIT ARM**

**ITEM 670.15134510 - TYPE R ALUMINUM LIGHT STANDARD 36 ft – 42 ½ ft POLE 14 ¾ ft
SINGLE DAVIT ARM**

**ITEM 670.15151810 - TYPE T6 ALUMINUM LIGHT STANDARD 42 ½ ft – 50 ft POLE 6 ft
SINGLE DAVIT ARM**

**ITEM 670.15154510 - TYPE T ALUMINUM LIGHT STANDARD 42 ½ ft – 50 ft POLE 14 ¾ ft
SINGLE DAVIT ARM**

**ITEM 670.15174510 - TYPE V ALUMINUM LIGHT STANDARD 50 ft – 55 ¾ ft POLE 14 ¾ ft
SINGLE DAVIT ARM**

**ITEM 670.16114510 - TYPE ST ALUMINUM LIGHT STANDARD 29 ½ ft – 36 ft POLE 14 ¾ ft
TWIN DAVIT ARM**

**ITEM 670.16151810 - TYPE J ALUMINUM LIGHT STANDARD 42 ½ ft – 50 ft POLE 6 ft
TWIN DAVIT ARM**

**ITEM 670.16134510 - TYPE RT ALUMINUM LIGHT STANDARD 36 ft – 42 ½ ft POLE 14 ¾ ft
TWIN DAVIT ARM**

**ITEM 670.16154510 - TYPE TT ALUMINUM LIGHT STANDARD 42 ½ ft – 50 ft POLE 14 ¾ ft
TWIN DAVIT ARM**

DESCRIPTION

Under these items the Contractor shall furnish and install aluminum light standards (lampposts) of the types and at the indicated locations shown on the drawings and in accordance with the plans, specifications and orders of the Engineer.

MATERIALS

1. General - All elements of the light standard shall meet the minimum standards of the American Association of State Highway and Transportation Officials as stated in “Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals” (Referred to herein as AASHTO Spec.)

Dimensions of the various components shown on the drawings may exceed those required by the AASHTO specifications in order to provide uniform sizes on a given project.

Unless otherwise detailed in the plans and specifications, all components of the light standard shall be sized to meet the AASHTO specifications for the pole heights, arm length, wind velocity,

ITEM 670.XXXX0010-ALUMINUM LIGHT STANDARDS(Continued)

wind gust, luminaire weight and luminaire projected area shown on the drawings or herein.

2. Shaft - The shaft of the light standard shall be a one piece seamless round tapered tube of 6063 wrought aluminum alloy as specified by the Aluminum Association. Shaft shall be formed by cold working process. The shaft shall be free of longitudinal welds and be of sufficient diameter and thickness to withstand the design loads listed on the drawings.

The shaft shall be tapered uniformly except at its extremities where constant uniform diameters are required for joining or overlapping connections.

The shaft shall be welded to an anchor base which shall conform to subsection 723-10. After welding the shaft shall be heat treated to T-6 temper.

The top of the shaft shall terminate in a tenon and be equipped with a friction fit outer sleeve to produce a flush joint with the arm.

The shaft shall be furnished together with other components of the light standard in the same way which shall be hereinafter specified.

3. Breakaway Transformer Base (Aluminum) - Transformer base shall conform to subsection 723-15.01 (except that it shall be finished as hereinafter specified).

The transformer base supplied shall be shown on the Approved List as required by subsection 723-15.01. In addition, the Contractor shall submit three copies of the Manufacturer's drawings of the transformer base to be used to the Engineer at least 30 calendar days prior to the initial installation of this item. The Engineer will retain one copy and forward two copies to the Materials Bureau for verification of acceptability. The Engineer shall inspect the transformer bases supplied to ensure that they conform to the approved drawings.

4. Davit Arms - Davit arms shall be constructed of materials and methods specified for the shaft and as dimensioned on the drawings. Davits shall be bent to a radius and project upwards at an angle shown on the drawings.

The davit arm shall be secured to the shaft in a flush connection with two ½ inch stainless steel bolts, nuts and lock washers. Where twin davit arms are required a twin flush connector assembly shall be provided secured with two ½ inch stainless steel bolts.

5. Davit Arm to Luminaire Connecting Tenon - Davit arms shall terminate in a cast or fabricated flush tenon as shown on the drawings or as approved by the Engineer. The flush tenon shall be secured to the davit arm by ½ inch stainless steel bolts.

6. Miscellaneous

- a. Identification Tags and Reflector Strips

All lettering, numbering and background on the tags shall be of pressure-sensitive
12/23/08E

Oct. 1998M
Rev. Mar. 1999

reflective sheeting. Each letter or digit shall be 3 inches high. The tag for each letter or digit shall be 4 inches x 4 inches. The entire tag shall consist of a clear background and white reflective letter. Reflective strips shall be placed on the transformer base prior to installing the transformer base. Reflective materials and their installation shall be as specified in Section 730-05, Materials Designation 730-05.01. Identification tags and reflector strips shall be located as shown on the drawings.

- b. Anchor Bolts shall conform to subsection 723-60.
- c. Cable from transformer base to luminaire shall be type USE copper.
- d. Fused Connector shall be fabricated from a molded rubber receptacle housing, molded rubber plug housing and metal fuse holder fittings. The design shall be such that the assembled connector is waterproof and suitable for direct burial. With the fuse installed, the fuse shall remain in the plug housing (load side) when disconnecting. Fuses shall be the size indicated on the drawings.
- e. Grounding - Provide grounding of the transformer base, as provided by subsection 723-15.01.
- f. Miscellaneous Hardware - All nuts, bolts and washers used in the fabrication of the pole shall be Grade 18-8 stainless steel, except for anchorage hardware.
- g. Welding - All aluminum welding on light standards shall be performed in the shop, using the inert metal-arc welding process. Filler metal shall conform to the A.W.S. specification A5.10
- h. Shipping - Shafts and arms shall be tire-wrapped with a heavy water resistant paper, for protection during shipment and installation.

7. Finishes

- a. Aluminum light standards shall be finished in a Urethane or Acrylic Urethane Enamel Coating system, in a satin brown or satin non-metallic medium bronze color as approved by the Engineer.

Aluminum light standards, including transformer and shoe bases, shall be coated with a Urethane or Acrylic Urethane Enamel Coating system generally described as the manufacturers premium grade coating system for transportation industry applications, consisting of but not limited to the following coordinated elements all in accordance with the manufacturer's recommendations:

Mechanical Metal Surface Preparation
Solvent Cleaner
Wash Primer

12/23/08E

Oct. 1998M
Rev. Mar. 1999

ITEM 670.XXXX0010-ALUMINUM LIGHT STANDARDS(Continued)

Intermediate Primer

Top Coat of Urethane or Acrylic Urethane Enamel

The intent is to obtain a Urethane or Acrylic Urethane Enamel coating and substrata system conforming to the highest quality available for application in the transportation industry equal to those manufactured by Du Pont, PPG Industries, and Sherwin Williams.

- b. Mechanical surface preparation shall meet the requirements of Steel Structures Painting Council Surface Preparation No. 7 (SSPC-SP7).
 - c. Solvent Cleaning shall be performed in accordance with the requirements of SSPC-SP1.
 - d. Wash primer shall be specifically as recommended by the paint manufacturers for aluminum metal and shall be chemically formulated to provide maximum bond between the metal and the coating system. Wash primer shall be applied in accordance with the manufacturer's instruction.
 - e. Intermediate Primer shall be an integral part of the manufacturer's coating system and shall be a two part epoxy enamel intermediate primer sprayed to a dry film thickness of 0.002 inch.
 - f. Finish Color Coat shall have a dry film thickness of 0.002 inch. It shall be a Urethane or Acrylic Urethane Enamel consisting of a pigmented enamel plus hardener. Accelerators may be added in accordance with the manufacturer's instructions to speed drying time to customary performance as later stated. Levelers may also be added to eliminate fish eyes all in accordance with manufacturer's instructions.
 - g. Color - Color shall be a satin non-metallic medium bronze or satin brown. Prior to production finishing, the lamp post manufacturer shall submit through the Contractor, for the approval of the EIC, samples of the allowable color and range of the finished material. The color and range samples shall be established from production material specified herein. The EIC shall approve samples of the lightest and darkest shades of the selected color that will be acceptable. Visual comparison of production work shall be made by the EIC. Instruments used for visual comparison shall be agreed upon by the Contractor and EIC.
 - h. Minor imperfections in the color coat caused by shipping and handling shall be touched up in the field utilizing a sealer primer and top coat as recommended by the manufacturer of the coating system.
 - i. Painting, except as specified herein, shall conform to Section 740 Painting Procedures.
8. Inspection:

The Contractor shall provide for adequate inspection by the coating manufacturer to insure that the applied coating meets the minimum requirements as required by the coating manufacturer.

12/23/08E

Oct. 1998M
Rev. Mar. 1999

Test reports shall be made of all inspections and shall include:

- a. Date when tests were performed and date of issue of report.
- b. Identification of alloy and finish system tested and manufacturer.
- c. Copy of drawings submitted showing exposed surfaces.
- d. Test results.
- e. Statement indicating that finish system tested passed all tests or failed one or more.
- f. In case of failure, which test(s) and description of failure(s).
- g. Statement that all tests were conducted in accordance with this specification.
- h. A random sample of finished work (3/4 inch cut plug) shall be selected from each lot (no less than one sample in 50 lampposts) and tested by an approved testing laboratory in a manner approved by the coating manufacturer and the EIC in order that the paint manufacturer can certify that the coating system has been applied in accordance with its recommendations.
- i. The coating manufacturer shall provide a factory representative who shall furnish the EIC with all factory invoices and also shall examine surface preparation, observe application methods and record wet and dry film thickness of random samples in each batch. Inspection reports shall be in writing as required herein.
- j. After an initial instruction period by the representative of the coating manufacturer in the presence of the EIC and representatives of the lighting standard manufacturer, inspections shall be intermittent.

9. Alternate Finish for Aluminum Light Standard:

- a. As an alternate to the finish for aluminum light standards specified in paragraph 7 for this item, an architectural grade anodic coating system may be provided. Transformer bases, and shoe bases shall, in addition, be coated with a matching coating system as specified in paragraph 7.
- b. Aluminum light standards shall be coated with an architectural grade anodic finish in a medium dark bronze color as approved by the Engineer. The anodic finish shall consist of, but not be limited to, the following coordinated elements all in accordance with the Aluminum Association Incorporated Bulletin 46 "Standard for Anodized Architectural Aluminum":

Mechanical pretreatment

12/23/08E

Oct. 1998M
Rev. Mar. 1999

ITEM 670.XXXX0010-ALUMINUM LIGHT STANDARDS(Continued)

Chemical pretreatment
Anodizing finish
Rinsing
Sealing

- c. The mechanical pretreatment shall be a coarse satin, directional textured finish, polished with a wheel or belt with aluminum oxide grit of 80 to 100 size, with a peripheral wheel speed of 100 ft/s. This mechanical pretreatment is designated by the Aluminum Association as "M-33."
- d. The chemical pretreatment shall be medium matte etched finish accomplished with a sodium hydroxide solution of 4-6 oz/gal used at 120-150 degree F for 5 to 10 minutes. This chemical pretreatment is designated by the Aluminum Association as "C-22".
- e. An anodic coating of 0.0007 inch thickness (designated by the Aluminum association Architectural Class 1) shall be applied to the aluminum lighting standard. The finish process may be either a coating which has an integral color, designated by the Aluminum Association as finish A-42), or the finish process may be a coating whereby the desired color finish is achieved by application of the anodic coating which is followed by an electrolytic deposition of inorganic pigment in the coating (designated by the Aluminum Association as finish A-44). The anodic treatment process shall consist of immersion in an electrolyte consisting of 15% sulfuric acid by weight and a temperature of 70°F, with a constant direct current density of 1.3 amperes per square inch of surface being anodized. Immersion shall be for 60 minutes in an electrolyte which has been adequately agitated throughout the tank and especially at the work surfaces being anodized. The coating shall be at least 0.0007 inch thick and have a minimum coating weight of 0.001oz/in² and a minimum apparent density of (2.32 g/mm³)1341oz/in³.
- f. The anodic coating shall be rinsed free of electrolyte. Two cold water rinses in clean flowing water shall be applied for at least two minutes, special attention being directed toward pockets or recesses.
- g. The finish shall be sealed for at least twenty-five minutes in distilled or deionized water having pH of 5.5-7.0 at temperature of 206-212 F. Deionized water shall be free of traces of organic matter such as residuals from ion exchange resins.
- h. The coating shall be uniform in appearance and free from powdery areas based on visual inspection. The EIC, prior to fabrication, will approve samples of the lightest and darkest shades of the selected color, that will be acceptable. Visual comparison of the producing work will be made by the EIC.
- i. Particular care shall be exercised during the installation and construction period to protect the anodic finish from handprints, mortar stain, scratches and other imperfections. Imperfections resulting from any source will require refinishing as directed by the EIC.
- j. Minor mismatches of color at welds or castings shall be touched up by the finisher.

12/23/08E

Oct. 1998M
Rev. Mar. 1999

Special care shall be taken to pretreat welds and castings so that anodic process does not inhibit bonding coating required by coating procedures described in paragraph 7 above.

10. **Inspection of Alternate Finish**

Provisions of 8. Inspection above shall apply except that 8.h, 8.i and 8.j shall not apply and the following provisions shall govern.

- a. The anodic coating shall be tested to conform with minimum requirements for thickness, weight and apparent density. Thickness shall be determined by ASTM method B 137 (stripping of coating in phosphoric acid solution). The apparent density (oz per cubic inch) shall be the weight of the sealed anodic coating expressed in oz per square inch divided by the thickness of the anodic coating expressed in microns measured by metallographic techniques using a microscope (ASTM B487).
- b. The manufacturer shall furnish one sample or test coupon from each rack load of anodized components for the dye stain (ASTM B 136) and coating thickness (ASTM B244) tests and at least one sample or coupon from each production shift for coating weight (ASTM B 137) and apparent density determination.
- c. The manufacturer shall in accordance with 8.a-8.g submit test results supplied by a testing laboratory approved by the Engineer.
- d. The manufacturer shall have all bending or forming procedures to be executed, after the anodized coating is applied, reviewed by the finishing contractor and testing laboratory and secure a certification signed by the manufacturer, finisher and testing laboratory that no post-finishing bending or forming process has breached the integrity of the finish. A random sample of the most stressed bend shall be submitted to the testing laboratory in order to aid in this determination.
- e. Lamppost shaft and davit arm shall require the manufacturer's certification that they meet the requirements of this specification.

CONSTRUCTION DETAILS

The installation shall conform to the requirements of subsections 670-3.01, 3.02, 3.06, 3.14, 3.15, 3.16 and 3.17. Identification tags shall be mounted 24 inches above the ground and facing traffic.

METHOD OF MEASUREMENT

Subsection 670-4.02 shall apply.

BASIS OF PAYMENT

The unit price bid for each lamppost shall include the cost of the transformer base, base-shoe, shaft, davit arm, tenons, identification tags, anchor bolts set in the foundation, nuts, washers, cable from transformer base to luminaire, fuse, fused connectors, splicing of wire in the transformer base, inspection, testing, and all labor, equipment and other materials necessary to complete the work.

ITEM 680.79470010 - REMOVE 8 FEET PRESSURE PAD ASSEMBLY
ITEM 680.79480010 - REMOVE 6 FEET PRESSURE PAD ASSEMBLY
ITEM 680.79490010 - REMOVE TRAFFIC SIGNAL PULLBOXES

DESCRIPTION

Under this item the contractor shall remove 8 and 6 feet pressure pads and traffic signal pullboxes as ordered by the Engineer.

MATERIALS

All materials shall conform to the requirements as stated on the Traffic Signal Detail Sheets.

CONSTRUCTION DETAILS

The contractor shall remove and dispose of the pressure pads and pullboxes in accordance with the specifications, plans, and as ordered by the Engineer.

The contractor shall remove the pressure pads and pullboxes located in roadway area by saw cutting the pavement 2 feet from the edge of the existing frame. The entire pressure pad frame and footing and the entire pullbox shall be removed. The contractor shall backfill the excavation to the top of the subgrade in accordance with Section 680-3.09 Excavation.

The contractor shall remove 2 feet pullboxes located in the sidewalk by saw cutting the sidewalk away from the pullbox frame or by breaking the sidewalk at the score lines and removing entire sidewalk flags. The contractor shall backfill the resulting excavation in accordance with Section 680-3.09 Excavation.

METHOD OF MEASUREMENT

This work will be measured as the number of pressure pads and pullboxes removed in accordance with the plans, specifications, and orders of the Engineer.

BASIS OF PAYMENT

The unit price bid of each pressure pad or pullbox removed shall cover the cost of all labor, excavation, backfill, disposal, material, equipment necessary to complete the work, and replacement of pavement and shoulder courses, subcourses, curbs, sidewalks, lawns and other top surfaces, unless otherwise indicated in the plans or proposal.

The unit price bid shall include the cost of all saw cutting necessary to complete the work.

ITEM 680.8225XY10 - RECTANGULAR RAPID FLASHING BEACON (RRFB)
ASSEMBLY

1.0 DESCRIPTION

This work shall consist of furnishing and installing a Rectangular Rapid Flashing Beacon (RRFB) assembly in accordance with the contract documents or as directed by the Engineer. All materials and labor required to provide a complete functioning system are to be included.

1.1 General Requirements

- 1.1.1 RRFB unit shall consist of two rapidly flashed, rectangular-shaped yellow indications with an LED-array-based light source. It shall be designed, located, and operated in accordance with the detailed requirements of the contract and as specified below.
- 1.1.2 Each RRFB shall conform to all provisions of the MUTCD.
- 1.1.3 Each RRFB shall be a complete assembly consisting of supporting structure (pole, breakaway transformer base, sign, cabinet, and solar panel supports), indications, signage, cabinet, solar panel, and electrical components (wiring, solid-state circuit boards, etc.).
- 1.1.4 Each RRFB shall be supplied with all required hardware to install assembly.
- 1.1.5 Each RRFB shall be ADA compliant.
- 1.1.6 Each RRFB shall be rated for 90 mph wind conditions.
- 1.1.7 All components shall be designed to operate under ambient temperature conditions from -30 to 165 °F.

1.2 Functional Requirements

- 1.2.1 The RRFB shall be normally dark, shall initiate operation only upon pedestrian actuation, and shall cease operation after a predetermined period of operation. The predetermined period of operation shall be based on the procedures provided in Section 4E.06 of the current MUTCD for the timing of pedestrian clearance times for pedestrian signals.
- 1.2.2 When actuated, all RRFB units associated with a given crosswalk shall simultaneously commence operation of their rapid-flashing indications within 120 milliseconds. All RRFB units associated with a given crosswalk shall simultaneously cease operation of their rapid-flashing indications within 120 milliseconds.
- 1.2.3 During activation, a small light, directed at and visible to pedestrians in the crosswalk, shall be installed integral to the RRFB to give confirmation that the RRFB is in

ITEM 680.8225XY10 - RECTANGULAR RAPID FLASHING BEACON (RRFB)
ASSEMBLY

operation. The pedestrian indication shall flash concurrently with one of the vehicle indications to give confirmation that the RRFB is in operation.

- 1.2.4 Upon actuation, the two or four yellow indications in each RRFB unit shall flash in a sequence of 75 cycles per minute. The left and right RRFB indications shall operate using the following sequence during each 800-millisecond cycle:

The RRFB indication on the left-hand side shall be illuminated for approximately 50 milliseconds.

Both RRFB indications shall be dark for approximately 50 milliseconds.

The RRFB indication on the right-hand side shall be illuminated for approximately 50 milliseconds.

Both RRFB indications shall be dark for approximately 50 milliseconds.

The RRFB indication on the left-hand side shall be illuminated for approximately 50 milliseconds.

Both RRFB indications shall be dark for approximately 50 milliseconds.

The RRFB indication on the right-hand side shall be illuminated for approximately 50 milliseconds.

Both RRFB indications shall be dark for approximately 50 milliseconds.

Both RRFB indications shall be illuminated for approximately 50 milliseconds.

Both RRFB indications shall be dark for approximately 50 milliseconds.

Both RRFB indications shall be illuminated for approximately 50 milliseconds.

Both RRFB indications shall be dark for approximately 250 milliseconds.

- 1.2.5 The flash rate of each individual RRFB indication, as applied over the full flashing sequence, shall not be between 5 and 30 flashes per second to avoid frequencies that might cause seizures in anyone viewing the activated RRFB.

- 1.2.6 The light intensity of the yellow indications during daytime conditions shall meet the minimum specifications for Class 1 yellow peak luminous intensity in the current Society of Automotive Engineers (SAE) Standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles).

ITEM 680.8225XY10 - RECTANGULAR RAPID FLASHING BEACON (RRFB)
ASSEMBLY

- 1.2.7 To minimize excessive glare, an automatic signal dimming device shall be used to reduce the brilliance of the RRFB indications during nighttime conditions.

2.0 MATERIALS

All provisions of §709-01, §715, §723, §724 and §730 shall apply except as detailed below:

2.1 Indicators:

- 2.1.1 Each RRFB facing shall consist of two rectangular-shaped yellow indications each with an LED-array-based light source. The size of each RRFB indication shall be at least 5 inches wide by at least 2 inches high and shall be aligned horizontally, with the longer dimension horizontal and with a minimum space between the two indications of at least 7 inches, measured from the nearest edge of one indication to the nearest edge of the other indication.
- 2.1.2 The outside edges of the RRFB indications, including any housings, shall not project beyond the outside edges of the signage of the RRFB.
- 2.1.3 Indicators shall be mounted in a housing constructed of durable, corrosion resistant, powder-coated aluminum with stainless steel fasteners.
- 2.1.4 Mounting hardware shall be stainless steel.
- 2.1.5 The indicator housing shall be located between and immediately adjacent to the bottom of the crossing warning sign and the top of the supplemental downward diagonal arrow plaque (or, in the case of a supplemental advance sign, the AHEAD or distance plaque).
- 2.1.6 All RRFB light bars shall be field adjustable to maximize the field of view on each vehicle approach.
- 2.1.7 Shall be rated for a minimum 15-year life span.

2.2 Radio Network Controller and Cabinet:

- 2.2.1 The local equipment controlling the components of the beacon assembly shall be housed in a lockable, weatherproof, vandal and tamper resistant NEMA 3R rated aluminum enclosure, intended for outdoor use, primarily to provide a degree of protection against corrosion, windblown dust and rain, splashing water, hose-directed water, and damage from ice formation.
- 2.2.2 The cabinet shall be mounted on the pole and a work pad shall be provided, in accordance with signal system details. Cabinet shall not intrude into sidewalk or obstruct the pedestrian push button.
- 2.2.3 The cabinet shall be mounted on the side of the pole away from approaching traffic at a height between 3.5 – 4.5 feet from the bottom of the cabinet to the ground. In unpaved areas a concrete work pad shall be installed in front of the cabinet door not to exceed 5 feet by 5 feet by 4 inches deep and shall abut the pole foundation.

ITEM 680.8225XY10 - RECTANGULAR RAPID FLASHING BEACON (RRFB)
ASSEMBLY

- 2.2.4 The cabinet shall be of sufficient size to house all required equipment.
- 2.2.5 Cabinet locking mechanisms shall meet NYSDOT standards currently used by the regional traffic signal groups. All keys to installed locking mechanisms shall be supplied to the Engineer upon acceptance of the work. The cabinet shall be secured with a Corbin lock and keyed as directed by the Regional Traffic Engineer for securing the cabinet door.
- 2.2.6 The controller shall be replaceable independently of other components.

2.3 Controls:

- 2.3.1 Controls shall include integrated constant current LED drivers with a minimum of two output channels for driving one or two assemblies.
- 2.3.2 Controls shall be completely programmable:
 - 2.3.2.1 To run for a user specified time period when activated via switch, button contact closure, or when triggered from an external sensor such as a wireless transmitter, radar detector, presence detector, or wireless walk through bollard with a compatible sensor output.
- 2.3.3 Controls shall be capable of being programmed for alternate flash rates and patterns with a minimum resolution of 0.25s per trigger action.
- 2.3.4 Controls shall seamlessly integrate with the wireless transceiver to form a network of connected devices.
- 2.3.5 Controls shall allow adjustable and programmable light intensity levels for the beacons. Intensity level programming shall allow for manual and automatic modes. Manual mode shall allow the light intensity to be configured for a constant output on every available intensity level. Automatic mode shall allow for automatic intensity adjustment based upon assembly's ambient light conditions. Assemblies shall have a minimum of two brightness intensities available, exclusive of any unlit condition.
- 2.3.6 Controls shall include data-logging capabilities with selectable interval from one minute to one day with at least a 60-day logging period.
- 2.3.7 Controls shall include an RS232 serial interface and ethernet interface for local programming. Controls may include USB cable interfaces for supplemental data connections.
- 2.3.8 Controls shall be locally programmable using software for Microsoft Windows 2007 or later or web based program.
- 2.3.9 The controller software shall allow programmable operation of the Assembly. Direct control of functions such as lighting controls shall be possible.

2.4 Transceiver:

- 2.4.1 Shall provide wireless communication between the assemblies to integrate the

ITEM 680.8225XY10 - RECTANGULAR RAPID FLASHING BEACON (RRFB)
ASSEMBLY

- pushbutton activation of indications.
- 2.4.2 Shall seamlessly integrate with the controller to ensure sequential activation of other radio-equipped devices in the system.
- 2.4.3 Shall synchronize the system components to activate the indications within 120 ms of one another and remain synchronized throughout the duration of the flash (timeout) cycle.
- 2.4.4 Shall include network-wide modification of sign controller settings and output durations using programmability from any networked transceiver without the use of additional equipment or software.
- 2.4.5 Shall be capable of operating as a parent (gateway) or child (node or repeater).
- 2.4.6 Shall be capable of providing site-survey data for verification of signal strength between network devices.
- 2.4.7 Shall operate on the license-free ISM band.
- 2.4.8 Radio control shall operate on an FCC approved 900 MHz frequency, hopping spread spectrum network with a normal operating range of ~1000 feet.
- 2.4.9 Shall operate from 3.3 to 15 VDC input.
- 2.4.10 Shall comply with 47 CFR Part 15.
- 2.4.11 Shall be replaceable independently of other components.
- 2.4.12 The product must be FCC certified to comply with all 47 CFR Part 15 Subpart B Emission requirements.

2.5 Emergency Shutoff:

- 2.5.1 One toggle-type power switch, for either the AC or solar power source, shall be provided for emergency shutoff at the local cabinet on the pole.

2.6 Power Supply:

- 2.6.1 The power supply shall be either solar or 120 VAC and meet all applicable codes.
- 2.6.2 With the exception of conduits run for service entrance cables as detailed in NFPA 70: National Electric Code, the assembly shall contain no externally mounted wiring or wiring conduits.
- 2.6.3 Autonomy with a fully charged battery shall be at least 30 days of continuous operation without charging at an ambient temperature of 70 °F with at least ten actuations per hour.
- 2.6.4 Battery:
 - 2.6.4.1 Shall have a nominal output voltage of 12 VDC and a capacity of 48 Ah at a C100 discharge rate.
 - 2.6.4.2 Shall be sealed and spill proof.
 - 2.6.4.3 Shall have terminals that accept screws or bolts for secure wiring connections.
 - 2.6.4.4 Shall be replaceable independently of other components.

ITEM 680.8225XY10 - RECTANGULAR RAPID FLASHING BEACON (RRFB)
ASSEMBLY

2.6.4.5 Shall be fused for short circuit protection.

2.7 Solar Power:

- 2.7.1 One solar array with a bracket for mounting to the top of the pole.
- 2.7.2 Flexible, liquid tight conduit shall be used from the solar panel to the weather head/pole cap or as instructed by the solar panel manufacturer's instructions.
- 2.7.3 The solar panel shall be affixed to an aluminum plate and bracket, adjustable at an angle of 45 – 60 degrees to facilitate adjustment for maximum solar collection and optimal battery strength.
- 2.7.4 The solar panel assembly (panel, plate and bracket) shall be secured to a pole cap mount, capable of 360-degree rotation, to facilitate adjustment for maximum solar collection and optimal battery strength.
- 2.7.5 The solar panel shall be capable of withstanding operating temperatures of -30 to 165 °F.
- 2.7.6 If an Accessible Pedestrian Signal (APS) system is called for in the contract documents, all provisions for the continuous operation of the APS will be accounted for in the solar power system.
- 2.7.7 Solar Charge Controller:
 - 2.7.7.1 Shall automatically provide Low Voltage Disconnect (LVD) to protect diminished power batteries.
 - 2.7.7.2 Shall automatically provide Load-Reconnection once battery levels have been restored to an acceptable power level.
 - 2.7.7.3 Shall protect against and automatically recover from short circuits, overloads, reverse polarities, high temperatures, lightning and transient surges, and voltage spikes.
 - 2.7.7.4 Shall be independently replaceable of other control panel components.

2.8 Electrical Power:

- 2.8.1 The AC input terminals shall be equipped with a 210 J (joule) capacity power line surge suppressor. The suppressor shall have noise blanking capability.
- 2.8.2 Where required by the contract documents, or as required by the utility company, a meter shall be included.
- 2.8.3 All electrical components and wiring shall be approved to CSA or UL standards as applicable.
- 2.8.4 AC Power shall have electrical service disconnect.

2.9 Pole Shaft:

- 2.9.1 Shall be a standard 4.5-inch OD galvanized steel pole as per §724 with 4 bolt base plate with a 12.75-inch bolt circle.
- 2.9.2 Shall meet MUTCD height requirements.

ITEM 680.8225XY10 - RECTANGULAR RAPID FLASHING BEACON (RRFB)
ASSEMBLY

2.10 Pole Pedestal Base:

- 2.10.1 Shall conform to §723-15 and mount on a concrete foundation attached by four anchor 'J' bolts that are to be imbedded in a concrete foundation.
- 2.10.2 Shall meet or exceed AASHTO break-away requirements for traffic signal supports.

2.11 Pedestrian Push Buttons:

- 2.11.1 A piezo pushbutton shall be ADA compliant, and shall operate as normally open (n/o) circuit.

2.12 Static Signs:

- 2.12.1 All signs shall conform to the MUTCD and the NYS Supplement to the MUTCD.
- 2.12.2 All sign panels and plaques shall conform to the requirements of §645-2.02 of the NYS Standard Specifications.
- 2.12.3 Sign sheeting shall conform to the requirements in §645-2.02.
- 2.12.4 All sign assemblies shall use anti-vandal fasteners and tools to mount components to sign and sign to fixture.
- 2.12.5 Crossing sign assemblies shall consist of one of the following with the appropriate plaque: Pedestrian Crossing (W11-2), a School Crossing (S1-1), or a Trail Crossing (W11-15).
- 2.12.6 R10-25 shall be furnished, at least a size of 9 by 12 inches, to be mounted adjacent to and above each pedestrian pushbutton.

3.0 CONSTRUCTION DETAILS

- 3.1 All provisions of §645 and §680 shall apply except for all electrical wiring and as modified below.
- 3.2 Electrical and communication wires shall be run in separate conduits.
- 3.3 Prior to any fabrication or installation of any of the components of the Flashing Beacon Assembly, the Contractor shall submit detailed specifications, parts lists, manufacturer's cut sheets, instruction sheets, and wiring diagrams to the Engineer for approval at least 14 calendar days before installation.
- 3.4 The Contractor shall install and position the beacon assembly in such a manner as to optimize visibility for roadway traffic, and optimize incident light for the solar assembly, using the manufacturer's recommendations and instructions for installation.

ITEM 680.8225XY10 - RECTANGULAR RAPID FLASHING BEACON (RRFB)
ASSEMBLY

3.5 If the Engineer determines that the unit is not functioning properly, the Contractor shall secure the services of the manufacturer's representative for installation and testing.

3.6 Where new work is to meet existing infrastructure, the Contractor's methods shall provide for neat lines, to achieve a satisfactory installation.

4.0 METHOD OF MEASUREMENT

This work will be measured as the number of RRFB assemblies furnished and installed in accordance with the Contract Documents, or as directed by the Engineer.

5.0 BASIS OF PAYMENT

5.1 The unit price bid shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work, including the signs shown in the associated details.

5.2 Note:

X= 2 = two forward beacons,

4 = four beacons, two forward facing beacons, and two rearward facing beacons;

Y= 1 = AC powered (overhead supply),

2 = AC powered (underground supply),

3 = Solar powered

2 OR 4 - AMBER LED SIGNAL INDICATIONS

TOP VIEW

OVERHEAD ELECTRICAL (120V) SERVICE DETAIL OPTION

(SEE DETAIL ON SHEET 2 AND NOTE 9 ON SHEET 3)

SOLAR PANEL ENERGY SOURCE

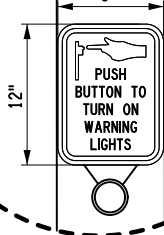
SOLAR PANEL DETAIL OPTION

W16-7P SUPPLEMENTAL SIGN (SEE NOTES 4 & 5 ON SHEET 3)

FOR ELECTRICAL (120V) SERVICE OPTIONS: METER PAN (SEE DETAIL ON SHEET 2 AND NOTE 9 ON SHEET 3)

FOR ELECTRICAL (120V) SERVICE OPTIONS: WATERTIGHT DISCONNECT BOX (SEE DETAIL ON SHEET 2 AND NOTE 9 ON SHEET 3)

ADA APPROVED PEDESTRIAN PUSHBUTTON WITH 9"X12" R10-25 R OR L PEDESTRIAN PUSH BUTTON SIGN.



GALVANIZED STEEL SIGNAL POLE (SEE NOTE 11 ON SHEET 3)

GROUND TERMINAL

BREAKAWAY TRANSFORMER BASE (SEE NOTE 11 ON SHEET 3)

POLE-MOUNTED RADIO NETWORK CONTROLLER WITH WORK PAD (SEE NOTE 8 ON SHEET 3)

(SEE NOTE 8 ON NYSDOT STANDARD SHEET 645-03)

GROUNDWIRE (SEE NOTE 10 ON SHEET 3)

NUMBER AND SIZE OF CONDUIT AS SPECIFIED ON THE PLANS

CONCRETE FOUNDATION (SEE NOTE 11 ON SHEET 3)

FRONT VIEW

SEE NOTES ON SHEET 3 OF 3

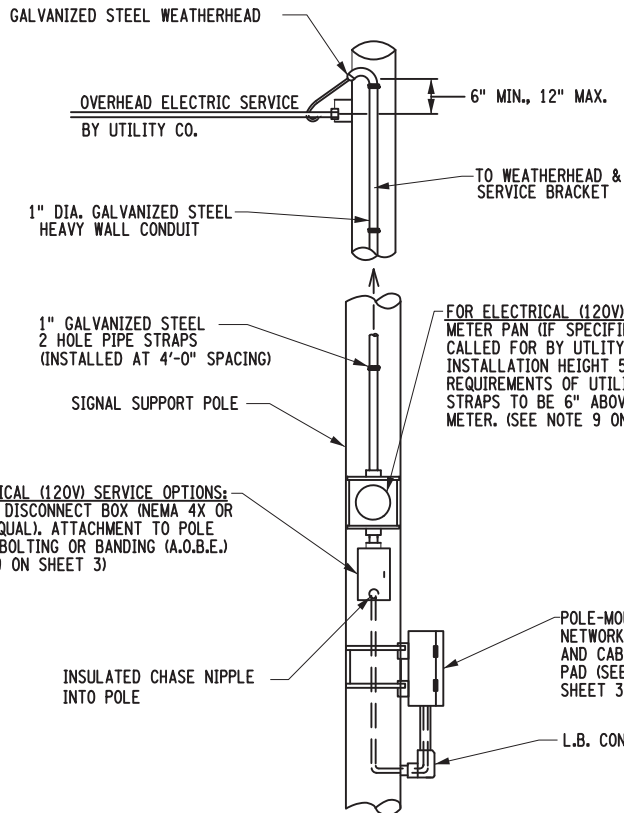
SHEET 1 OF 3

ALL DIMENSIONS ARE IN FT UNLESS OTHERWISE NOTED



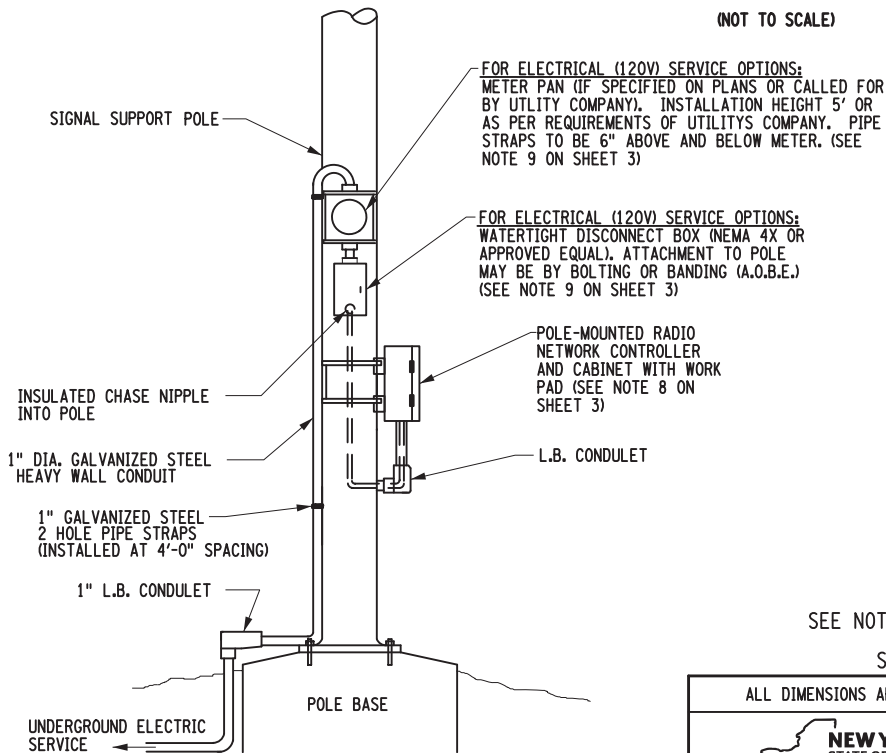
Department of Transportation

ITEM 680.8225XY10- RECTANGULAR RAPID FLASHING BEACON (RRFB) ASSEMBLY



**OVERHEAD ELECTRICAL SERVICE DETAIL
(POLE MOUNTED CABINET)**

(NOT TO SCALE)



**UNDERGROUND ELECTRICAL SERVICE DETAIL
(POLE MOUNTED CABINET)**

(NOT TO SCALE)

SEE NOTES ON SHEET 3 OF 3

SHEET 2 OF 3

ALL DIMENSIONS ARE IN FT UNLESS OTHERWISE NOTED



**Department of
Transportation**

ITEM 680.8225XY10- RECTANGULAR RAPID FLASHING
BEACON (RRFB) ASSEMBLY

NOTES:

1. NOTIFY DIG SAFELY - NEW YORK AT (800) 962-7962 PRIOR TO ANY EXCAVATION.
2. WIDTH OF SOLAR PANEL AND LED SIGNAL INDICATION ASSEMBLY SHALL NOT EXCEED THE WIDTH OF SIGN PANEL.
3. WHEN MULTIPLE UNITS ARE USED AT A LOCATION CONTRACTOR SHALL USE DIFFERENT RADIO FREQUENCIES TO AVOID COMMUNICATION ISSUES.
4. SEE CONTRACT DOCUMENTS FOR THE TYPE(S) AND LOCATION(S) OF PROPOSED RRFB ASSEMBLIES . IN THE ITEM NUMBER:

X INDICATES IF IT IS A FORWARD FACING ASSEMBLY ONLY OR FORWARD AND REARWARD FACING (BACK-TO-BACK) ASSEMBLY WHERE:

X=2 A FORWARD FACING ASSEMBLY CONSISTING OF 2 AMBER LED BEACON INDICATIONS WITH 1-W11-2 OR S1-1 OR W11-15 CROSSING SIGN AND 1-W16-7P SUPPLEMENTAL SIGN.

X=4 FOR A FORWARD AND REARWARD FACING (BACK-TO-BACK) ASSEMBLY CONSISTING OF 4 AMBER LED BEACON SIGNAL INDICATIONS (TWO FORWARD FACING AND TWO REARWARD FACING) WITH 2-W11-2 OR S1-1 OR W11-15 CROSSING SIGNS AND 2-W16-7P SUPPLEMENTAL SIGNS (ONE SET OF EACH FACING FORWARD AND REARWARD),

Y IS METHOD OF PROVIDING ELECTRICAL SERVICE WHERE:

Y=1 FOR OVERHEAD ELECTRICAL SERVICE

Y=2 FOR UNDERGROUND ELECTRICAL SERVICE.

Y=3 FOR SOLAR POWER

SEE DETAILS ON SHEET FOR ADDITIONAL REQUIREMENTS.

5. CROSSING SIGNS AND SUPPLEMENTAL PLAQUES SHALL UTILIZE FLUORESCENT YELLOW-GREEN TYPE IX SHEETING. SIGN AND PLAQUE SIZES SHALL CONFORM TO THE MUTCD. ALL SIGNS AND PLAQUES SHALL CONFORM TO THE MATERIAL REQUIREMENTS IN SECTION 645 OF THE STANDARD SPECIFICATIONS.
6. WHEN USED IN PAIRS/SET (SUCH AS ON BOTH TERMINUS POINT OF A CROSSWALK) ACTIVATION OF ONE SHALL ACTIVATE THE OTHER(S) IN THE SET/SYSTEM.
7. POLE PENETRATING MOUNTING DEVICES (RELATING TO LIGHTS, SIGNS, CABINETS, CONDUITS, CLAMPS, BUTTONS, ETC.) SHALL NOT SIGNIFICANTLY DEGRADE THE INTEGRITY OF THE SIGNAL POLE.
8. THE POLE-MOUNTED RADIO NETWORK CONTROLLER CABINET SHALL NOT INTRUDE INTO THE SIDEWALK AREA OR OBSTRUCT THE PEDESTRIAN PUSHBUTTON. THE CABINET SHALL BE MOUNTED ON THE SIDE OF THE POLE AWAY FROM APPROACHING TRAFFIC AT A HEIGHT BETWEEN 3.5-4.5 FROM THE BOTTOM OF THE CABINET TO THE FINISHED GROUND SURFACE. IN UNPAVED AREAS A CONCRETE WORK PAD SHALL BE CONSTRUCTED IN FRONT OF THE CABINET DOOR (AOBE) NOT TO EXCEED 5'X5'X4" DEEP AND SHALL ABUT AND BE FLUSH WITH THE POLE FOUNDATION. THE CABINET SHALL BE OF SUFFICIENT SIZE TO HOUSE ALL REQUIRED EQUIPMENT.
9. ELECTRICAL SERVICE MAY ALSO BE PROVIDED UNDERGROUND AND ENTER THROUGH THE BASE AS SPECIFIED ON THE PLANS. WHERE ELECTRICAL SERVICE IS PROVIDED OVERHEAD, THE POLE HEIGHT SHALL BE AS NECESSARY TO ACHIEVE MINIMUM SERVICE CABLE CLEARANCES AND/OR AVOID CONFLICTS. SEE DETAILS ON SHEET 1 & 2 FOR ADDITIONAL REQUIRMENTS.
10. SEE NOTES 3.6 & 3.7 ON STANDARD SHEET 680-04 FOR ADDITIONAL GROUNDING REQUIREMENTS.
11. THIS ASSEMBLY SHALL INCLUDE A GALVINIZED STEEL POLE WITH AN APPROVED BREAKAWAY TRANSFORMER BASE AND CONCRETE FOUNDATION MEETING ALL THE MATERIAL REQUIREMENTS OF STANDARD SPECIFICATION SECTION 680-2 AND BE SUITABLE TO HANDLE THE STATIC & DYNAMIC LOADING OF THE ASSEMBLY AS PER MANUFACTURER REQUIREMENTS. FOR FOUNDATION REINFORCEMENT, SEE STANDARD SHEET FOR TRAFFIC SIGNAL POLE FOUNDATIONS, CODE J-2.

SHEET 3 OF 3

ALL DIMENSIONS ARE IN FT UNLESS OTHERWISE NOTED



**Department of
Transportation**

ITEM 680.8225XY10- RECTANGULAR RAPID FLASHING
BEACON (RRFB) ASSEMBLY

FILE NAME = PED_X_SIGNAL_CPG_V.2.DGN
DATE/TIME = 29-JUN-2018 14:37
USER = wdevies

ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK
(WET NIGHT VISIBILITY SPHERES)

ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK
(WET NIGHT VISIBILITY SPHERES)

DESCRIPTION:

Under this work the contractor shall furnish and apply epoxy reflectorized pavement markings in accordance with these specifications, the Contract Documents, the NYSMUTCD, or as ordered by the Engineer. Items for Special Markings include stop bars and crosswalks.

Yield line symbols are isosceles triangles with height equaling 1.5 times the base dimension:

A small yield line symbol shall have a base dimension of one foot.

A large yield line symbol shall have a base dimension of two feet.

Yield line symbols are to be installed with the Apex of the triangle oriented towards oncoming traffic.

The epoxy marking material shall be hot-applied by spray methods onto bituminous and portland cement concrete pavement surfaces at the thickness and width shown on the Contract Documents. Following a simultaneous application of Standard Glass Beads (Type 2) and Wet/Night Visibility Beads (Type 1), the cured epoxy marking shall be an adherent reflectorized stripe that will provide wet night retro-reflectivity.

MATERIALS REQUIREMENTS:

Epoxy Paint	727-03
Glass Beads for Pavement Markings	727-05

Reflective Glass Spheres

Retro-reflective beads shall be a double drop system of glass spheres consisting of Standard Beads (Type 2) and Wet/Night Visibility Beads (Type 1) as defined in §727-05 Glass Beads for Pavement Markings.

EPOXY APPLYING EQUIPMENT

In general, a mobile applicator shall be a truck mounted, self-contained pavement marking machine, specifically designed to apply epoxy resin materials and reflective glass spheres in continuous line patterns. The applying equipment shall be maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. In addition, the truck mounted unit shall be provided with accessories to allow for the marking of cross hatching and other special patterns as directed by the Engineer.

At any time throughout the duration of the project, the Contractor shall provide free access to his epoxy applying equipment for inspection by the Engineer or his authorized representative.

The Engineer may approve the use of a portable applicator in lieu of mobile truck mounted accessories for use in applying special markings only, provided such equipment can demonstrate satisfactory application of reflectorized epoxy markings in accordance with these specifications.

ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK
(WET NIGHT VISIBILITY SPHERES)
ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK
(WET NIGHT VISIBILITY SPHERES)

Mobile applying equipment shall be capable of installing up to 19 miles of epoxy reflectorized pavement markings in an eight hour day and shall include the following features:

1. Individual tanks for the storage of Part A and Part B of the epoxy resin.
2. Individual tanks for the storage of Standard (Type 2) and Wet/Night Visibility (Type 1) glass spheres. Each tank shall have a minimum capacity of 3000 lbs.
3. Heating equipment of sufficient capacity to maintain the individual epoxy resin components at the manufacturer's recommended temperature for spray application.
4. Individual dispensers for the simultaneous application of Standard (Type 2) and Wet/Night Visibility (Type 1) glass spheres. Each dispenser shall be capable of applying spheres at a minimum rate of 10 lbs/gal of epoxy resin composition.
5. Metering devices or pressure gauges on the proportioning pumps, positioned to be readily visible to the Engineer.
6. All necessary spray equipment, mixers, compressors, and other appurtenances for the placement of epoxy reflectorized pavement markings in a simultaneous sequence of operations as described in Construction Details, D. Application of Epoxy ReflectORIZED Pavement Markings.

CONSTRUCTION DETAILS

A. General

All pavement markings shall be placed as shown on the Contract Documents and in accordance with the New York State, Manual of Uniform Traffic Control Devices (MUTCD).

Before any pavement marking work is begun, a schedule of operations shall be submitted for the approval of the Engineer.

At least five (5) days prior to starting striping, the Contractor shall provide the Engineer with the epoxy manufacturer's written instructions for use. These instructions shall include, but not be limited to, material mixing ratios and application temperatures.

When pavement markings are applied under traffic, the Contractor shall provide all necessary flags, markers, signs, etc. in accordance with the MUTCD to maintain and protect traffic, and to protect marking operations and the markings until thoroughly set.

The application of pavement markings shall be done in the general direction of traffic. Striping against the direction of traffic flow shall not be allowed.

ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK
(WET NIGHT VISIBILITY SPHERES)

ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK
(WET NIGHT VISIBILITY SPHERES)

The Contractor shall be responsible for removing, to the satisfaction of the Engineer, all tracking marks, spilled epoxy, and epoxy markings applied in unauthorized areas.

When necessary the Contractor shall establish marking line points at 30 foot intervals throughout the length of the pavement or as directed by the Engineer.

B. Atmospheric Conditions

Epoxy pavement markings shall only be applied during conditions of dry weather and on substantially dry pavement surfaces. At the time of installation the pavement surface temperature shall be a minimum of 50°F and the ambient temperature shall be a minimum of 50°F and rising. The Engineer shall be the sole determiner as to when atmospheric conditions and pavement surface conditions are such to produce satisfactory results.

C. Surface Preparation

The Contractor shall clean the pavement and existing durable markings to the satisfaction of the Engineer.

Surface cleaning and preparation work shall be performed only in the area of the epoxy markings application.

At the time of application all pavement surfaces and existing durable markings shall be free of oil, dirt, dust, grease and similar foreign materials. The cost of cleaning these contaminants shall be included in the bid price of this item.

In addition, concrete curing compounds on new portland cement concrete surfaces and existing painted pavement markings on both concrete and bituminous pavement surfaces shall be cleaned and paid for in accordance with §635 Cleaning and Preparation of Pavement Surfaces for Pavement Markings.

D. Application of Epoxy ReflectORIZED Pavement Markings

Epoxy reflectORIZED pavement markings shall be placed at the width, thickness, and pattern designated in the Contract Documents.

Marking operations shall not begin until applicable surface preparation work is completed and approved by the Engineer, and the atmospheric conditions are acceptable to the Engineer.

Pavement markings shall be applied by the following simultaneous operation:

1. The pavement surface is air-blasted to remove dirt and residues.
2. The epoxy resin, mixed and heated in accordance with the manufacturer's

ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK
(WET NIGHT VISIBILITY SPHERES)

ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK
(WET NIGHT VISIBILITY SPHERES)

recommendations, is uniformly hot-sprayed onto the pavement surface at the minimum specified thickness.

3. Standard (Type 2) and Wet/Night Visibility (Type 1) reflective glass spheres are injected into or dropped onto the liquid epoxy marking. Standard beads (Type 2) shall be applied first immediately followed by the application of Wet/Night Visibility beads (Type 1). Each type shall be applied at a minimum rate of 10 lbs/gal of epoxy resin (minimum total application = 20 lbs/gal).

E. Defective Epoxy Pavement Markings

Epoxy reflectORIZED pavement markings, which after application and curing are determined by the Engineer to be defective and not in conformance with this specification, shall be repaired. Repair of defective markings shall be the responsibility of the Contractor and shall be performed to the satisfaction of the Engineer as follows:

1. Insufficient film thickness and line width; insufficient glass bead coverage or inadequate glass bead retention.

Repair Method. Prepare the surface of the defective epoxy marking by grinding or blast cleaning. No other cleaning methods will be allowed. Surface preparation shall be performed to the extent that a substantial amount of the reflective glass spheres are removed and a roughened epoxy marking surface remains.

Immediately after surface preparation remove loose particles and foreign debris by brooming or blasting with compressed air.

Repair shall be made by restriping over the cleaned surface in accordance with the requirements of this specification and at the full thickness indicated on the Contract Documents.

2. Uncured or discolored epoxy*; insufficient bond (to pavement surface or existing durable marking).

Repair Method. The defective epoxy marking shall be completely removed and cleaned to the underlying pavement surface in accordance with the requirements of Section 635 - Cleaning and Preparation of Pavement Surfaces, at the Contractor's expense.

The extent of removal shall be the defective area plus any adjacent epoxy pavement marking material extending three feet in any direction.

After surface preparation work is complete, repair shall be made by reapplying epoxy over the cleaned pavement surface in accordance with the requirements of this specification.

ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK
(WET NIGHT VISIBILITY SPHERES)

ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK
(WET NIGHT VISIBILITY SPHERES)

*Uncured epoxy shall be defined as applied material that fails to cure (dry) in accordance with the requirements of §727-03 Epoxy Paint; or applied material that fails to cure (dry) within a reasonable time period under actual field conditions, as defined by the Engineer.

Discoloration shall be defined as localized areas or patches of brown, grayish or black colored epoxy marking material. These areas often occur in a cyclic pattern and often are not visible until several days or weeks after markings are applied.

Other defects not noted above, but determined by the Engineer to need repair, shall be repaired or replaced as directed by and to the satisfaction of the Engineer.

All work in conjunction with the repair or replacement of defective epoxy reflectorized pavement markings shall be performed by the Contractor at no additional cost to the State.

METHOD OF MEASUREMENT

Pavement striping (regular lines, cross hatching and special markings) will be measured in feet along the centerline of the pavement stripe and will be based on a 4 inch wide stripe. Measurement for striping with a width greater than the basic 4 inches, as shown on the plans or directed by the Engineer, will be made by the following method:

$$\frac{\text{Plan Width of Striping (inches) X Feet}}{4 \text{ inches}}$$

BASIS OF PAYMENT

The accepted quantities of markings will be paid for at the contract unit price, which shall include the cost of furnishing all labor, materials and equipment to satisfactorily complete the work. The cost for maintaining and protecting traffic during the marking operations shall be included in the price bid. The cost of removal of concrete curing compounds and existing pavement markings will be paid under separate items and are not included in this item.

No payment will be made for the repair or replacement of defective epoxy reflectorized pavement markings.

<u>PAY ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>
685.07150110	White Epoxy Reflectorized Pavement Stripes – 15 mils	Foot

ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK
(WET NIGHT VISIBILITY SPHERES)

ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK
(WET NIGHT VISIBILITY SPHERES)

685.07150210	(Wet Night Visibility Spheres) White Epoxy ReflectORIZED Pavement Letters - 15 mils	Each
685.07150310	(Wet Night Visibility Spheres) White Epoxy ReflectORIZED Pavement Symbols – 15 mils	Each
685.07150410	(Wet Night Visibility Spheres) White Epoxy ReflectORIZED Cross Hatching -15 mils Thick	Foot
685.07150510	(Wet Night Visibility Spheres) White Epoxy ReflectORIZED Pavement Stripes (Special Markings) 15 mils Thick (Wet Night Visibility Spheres)	Foot
685.07150610	Yellow Epoxy ReflectORIZED Pavement Stripes – 15 mils (Wet Night Visibility Spheres)	Foot
685.07150710	Yellow Epoxy ReflectORIZED Pavement Stripes (Cross Hatching) 15 mils Thick (Wet Night Visibility Spheres)	Foot
685.07150810	White Epoxy ReflectORIZED Pavement Yield Line Symbols - Small - 15 mils (Wet Night Visibility Spheres)	Each
685.07150910	White Epoxy ReflectORIZED Pavement Yield Line Symbols - Large - 15 mils (Wet Night Visibility Spheres)	Each
685.07200110	White Epoxy ReflectORIZED Pavement Stripes – 20 mils (Wet Night Visibility Spheres)	Foot
685.07200210	White Epoxy ReflectORIZED Pavement Letters – 20 mils (Wet Night Visibility Spheres)	Each
685.07200310	White Epoxy ReflectORIZED Pavement Symbols – 20 mils (Wet Night Visibility Spheres)	Each
685.07200410	White Epoxy ReflectORIZED Pavement Stripes (Cross Hatching) 20 mils Thick (Wet Night Visibility Spheres)	Foot
685.07200510	White Epoxy ReflectORIZED Pavement Stripes (Special Markings) 20 mils Thick (Wet Night Visibility Spheres)	Foot

ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK
(WET NIGHT VISIBILITY SPHERES)

ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK
(WET NIGHT VISIBILITY SPHERES)

685.07200610	Yellow Epoxy ReflectORIZED Pavement Stripes – 20 mils (Wet Night Visibility Spheres)	Foot
685.07200710	Yellow Epoxy ReflectORIZED Pavement Stripes (Cross Hatching) 20 mils Thick (Wet Night Visibility Spheres)	Foot
685.07200810	White Epoxy ReflectORIZED Pavement Yield Line Symbols - Small - 20 mils (Wet Night Visibility Spheres)	Each
685.07200910	White Epoxy ReflectORIZED Pavement Yield Line Symbols - Large - 20 mils (Wet Night Visibility Spheres)	Each