

**CONTRACT DOCUMENTS**  
**AND**  
**SPECIFICATIONS**  
**FOR**  
**BRUNO ROAD CULVERT REPLACEMENT**

**TOWN OF CLIFTON PARK**  
**SARATOGA COUNTY, NEW YORK**

**MARCH 2024**

**PREPARED BY:**

**BARTON & LOGUIDICE, D.P.C.**  
**10 AIRLINE DRIVE, SUITE 200**  
**ALBANY, NEW YORK 12205**

**Submitted in accordance with Highway Law and Standard Specification  
officially finalized and adopted on January 1, 2024, as posted on the New  
York State Department of Transportation website**

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### TOWN OF CLIFTON PARK SARATOGA COUNTY, NEW YORK

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STATE OF NEW YORK  
COUNTY OF SARATOGA  
TOWN OF CLIFTON PARK

**BID NOTICE FOR BRUNO ROAD CULVERT REPLACEMENT**

The Clifton Park Highway Department are seeking sealed bids for the furnishing of all labor and material necessary for the **Bruno Road Culvert Replacement** project will be received by the Town of Clifton Park at the Clifton Park Town Hall, 1 Town Hall Plaza, Clifton Park, NY 12065 at **3:00 pm** local time on **Friday, April 12, 2024** at which time and place they will be publicly opened and read aloud.

Bids will be received for the following Contract:

Bruno Road Culvert Replacement – This work includes the installation of a new pre-cast concrete box culvert on Bruno Road. Construction will include work zone traffic control, stream bypassing and cofferdam installation, removal of existing culvert pipes, modifications to an existing 12-inch diameter ductile iron water main, installation of subbase and asphalt pavement, signing, pavement striping, and box beam guide railing installation. The owner of this contract is the Town of Clifton Park.

The Town's Engineer for Bruno Road Culvert Replacement project is Barton & Loguidice, DPC. All correspondence related to the bid should be submitted in writing to the Engineer:

Barton & Loguidice, DPC  
10 Airline Drive, Suite 200  
Albany, NY 12205  
Attn: Peter J. Christiano, P.E.  
e-mail: [pchristiano@bartonandloguidice.com](mailto:pchristiano@bartonandloguidice.com)

Contract Documents, including Advertisement For Bids, Information For Bidders, Labor and Employment, Additional Instructions, Bid Documents, Agreement, General Conditions, General Requirements, Specifications, Contract Drawings and any Addenda can be found on the Town's website at [https://cliftonpark.org/index.php?option=com\\_content&view=article&id=1482&catid=150&Itemid=325](https://cliftonpark.org/index.php?option=com_content&view=article&id=1482&catid=150&Itemid=325) Or by emailing the Town Clerk Teresa Brobston: [tbrobston@cliftonpark.org](mailto:tbrobston@cliftonpark.org) Subject: Bruno Road Culvert Replacement Bid.

Each bid must be accompanied by security in an amount not less than five percent (5%) of the amount of the bid in the form and subject to the conditions provided in the Information for Bidders. No Bidder may withdraw his bid within forty-five (45) days after the actual date of opening thereof.

STATE OF NEW YORK  
COUNTY OF SARATOGA  
TOWN OF CLIFTON PARK

**BID NOTICE FOR BRUNO ROAD CULVERT REPLACEMENT**

Each bid must be submitted within a sealed opaque envelope. The name of the bidder and “Town of Clifton Park Bruno Road Culvert Replacement Project” shall be clearly marked on such envelope. If a bid is sent by mail or other delivery system, both the outside packaging and sealed envelope containing the bid within shall be clearly marked “Town of Clifton Park Bruno Road Culvert Replacement Project”.

Each bid or proposal must contain a non-collusion affidavit executed by the bidder or his authorized representative. Separate Performance and Payment Bonds, each equal to 100% of the contract sum, will be required of the successful bidder.

This is an exempt public works capital improvement project and Bidders shall not include in their bid, sales, and compensating use taxes on the cost of materials which are to be incorporated into the work and which are to be separately sold by the Contractor to the Town of Clifton Park or Clifton Park Water Authority prior to incorporation into the work of the Contract.

The attention of Bidders is particularly called to the requirements of prevailing wage rates to be paid under the Contract.

The Town and its representatives will not offer or supply anyone with the list of people that have obtained a copy of these bid specifications.

The right is reserved to waive any informalities in the Bid and to reject any or all Bids.

Teresa Brobston  
Clifton Park Town Clerk

## SECTION 00100

### INFORMATION FOR BIDDERS

#### 00100.01 LOCATION OF THE WORK

The work is located on Bruno Road approximately 1,625 ft. south of the intersection of Plank Road in the Town of Clifton Park, Saratoga County, New York.

#### 00100.02 DESCRIPTION OF THE WORK

The items of work include, but are not necessarily limited to the following:

Bruno Road Culvert Replacement – This work includes the installation of a new pre-cast concrete box culvert on Bruno Road. Construction will include work zone traffic control, stream bypassing and cofferdam installation, removal of existing culvert pipes, modifications to an existing 12-inch diameter ductile iron water main, installation of subbase and asphalt pavement, signing, pavement striping, and box beam guide railing installation.

#### 00100.03 COMMENCEMENT AND COMPLETION OF THE WORK

Upon execution of the Contract including delivery of the Performance Bond, Labor & Materials Payment Bond and insurance policies and certificates by the Contractor to the Owner and the approval thereof by the Owner's attorney, the Contractor will be notified to proceed with the work. Such notification will be in the form of a letter to proceed from the Engineer.

The Contractor shall give the Engineer at least five (5) days written notice of the date he intends to start work at the site.

All work items in this Contract shall be completed within **60** calendar days following the date the Contractor is notified to proceed with work unless extended by the Owner due to material procurement issues or as provided herein.

Stream disturbance work is limited to June 1<sup>st</sup> and September 30<sup>th</sup>. No disturbances to the stream shall take place outside of this work window.

#### 00100.04 COLLATERAL WORK AND CONDITIONS OF WORK

Each Bidder shall inform themselves fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder, as Contractor, of their obligation to furnish all material and labor necessary to carry out the provisions of their Contract. Insofar as possible, the Contractor, in carrying out the work, shall employ such methods or means as will not cause any interruption of or interference with the

SECTION 00100

INFORMATION FOR BIDDERS

work of any other Contractor.

Each Contractor will be required to coordinate their work with the work of other Contracts. Each Contractor will be required to adjust their schedule accordingly.

00100.05 RECEIPT & OPENING OF BIDS

The Town of Clifton Park invites Bids on the accompanying forms. Bids will be received by the Owner until the time and at the place stated in the attached Advertisement For Bids. Bids must be sealed in envelopes addressed to Town of Clifton Park at the Clifton Park Town Hall, 1 Town Hall Plaza, Clifton Park, NY 12065. The outside of the envelope shall bear the name and address of the Bidder and shall be labeled to clearly show the Contract designation for which the Bid is submitted as follows:

BRUNO ROAD CULVERT REPLACEMENT  
TOWN OF CLIFTON PARK  
SARATOGA COUNTY, NEW YORK

00100.06 INFORMALITIES, WAIVERS AND WITHDRAWALS

The Owner may consider informal any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any or all Bids. Bids which do not contain a price for every numbered item contained in the Bid form will not be accepted.

Any Bid may be withdrawn prior to the scheduled deadline for receipt of Bids or authorized postponement thereof, but no Bid may be withdrawn within forty-five (45) days after the actual date of the opening thereof. Any Bid received after the time and date specified will not be considered and will be returned unopened.

00100.07 BID PREPARATION

Unless otherwise noted thereon, all blanks on the Bid forms must be appropriately filled in with ink and with both words and figures, and the Bid must be properly executed. All Bid forms are located in the file labeled "Bid Forms to be Completed and Returned". All Bid forms must be completed and submitted with the bid.

Any Bidder may modify their Bid by telegraphic or facsimile communication at any time prior to the scheduled closing time for receipt of Bids, provided such telegraphic or facsimile communication is received by the Owner prior to the closing time, and provided further, the

## SECTION 00100

### INFORMATION FOR BIDDERS

Owner is satisfied that a written confirmation of the telegraphic or facsimile modification over the signature of the Bidder was mailed prior to the closing time. The telegraphic or facsimile communication should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed Bid is opened. If written confirmation is not received within three days from the closing time, no consideration will be given to the telegraphic or facsimile modification.

#### 00100.08 ADDENDA AND INTERPRETATIONS

No verbal interpretation of the intent of any of the Contract Documents will be made before receipt of Bids. Requests for interpretations prior to receipt of Bids must be presented in writing to the Engineer, Barton & Loguidice, D.P.C., 10 Airline Drive, Suite 200, Albany, New York 12205, Attn: Peter J. Christiano or e-mail: [pchristiano@bartonandloguidice.com](mailto:pchristiano@bartonandloguidice.com) and to be given consideration must be received by the Engineer at least seven (7) Calendar Days prior to the date set for the opening of Bids.

Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addendum or Addenda sent by e-mail to all holders of Contract Documents at the addresses furnished at least five (5) Calendar days prior to the date of the opening of Bids. Facsimile ("fax") communication may be issued in advance of any written Addendum or Addenda without diminishing any part of this Section. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under this Bid as submitted. All Addenda so issued shall become a part of the Contract Documents.

#### 00100.09 QUALIFICATIONS OF BIDDERS

The Owners reserve the right to make such investigation as they may deem necessary or advisable to determine any Bidder's ability to do the work, and the Bidder shall furnish to the Owners on request all data and information pertinent thereto. The Owners reserve the right to reject any Bid if such investigation fails to satisfy the Owners that the Bidder is fully qualified to do the work.

Conditional Bids will be considered informal and will be rejected.

Immediately following the Canvass of Bids the Low Bidder, if so requested, shall furnish the Owners with a sworn and notarized financial statement, and a statement of their qualifications and experience.

## SECTION 00100

### INFORMATION FOR BIDDERS

#### 00100.10 OBLIGATIONS OF BIDDERS

At the time of the opening of Bids, each Bidder will be presumed to have inspected the Site, to have informed themselves fully of the conditions relating to the work and labor required for the work, and to have read and acquainted themselves with all the Contract Documents. Failure to do so will not relieve the Bidder who is awarded the Contract of their obligation to complete the work for the price or prices bid, or of any other obligation under the Contract. The failure or omission of any Bidder to receive or examine any Contract Documents shall in no way relieve them from any obligation in respect to their Bid.

#### 00100.11 BID SECURITY

Each Bid must be accompanied by cash in United States currency or a certified check of the Bidder in an amount not less than five percent (5%) of the Bid. A Bid Bond, fully executed by the Bidder as principal, and having as surety thereon a surety company approved by the Owner and authorized to do business in New York State, will be accepted in lieu of cash or certified check. Checks should be made payable to the Owner.

Such cash, checks or Bid Bonds will be returned to all except the three lowest Bidders within three working days after the opening of Bids. The remaining deposits will be returned to the three lowest Bidders within three working days after execution of the Contract, or, if no Contract is executed within 45 calendar days after opening of Bids, upon demand of the Bidder at any time thereafter so long as he has not been notified of the acceptance of their Bid.

#### 00100.12 LIQUIDATED DAMAGES FOR FAILURE TO EXECUTE CONTRACT

Should the successful Bidder refuse or fail to execute the Contract and Bond within five (5) working days after receipt of notice of the acceptance of their Bid, the security deposited with their Bid shall be forfeited to the Owner as liquidated damages for such refusal or failure.

#### 00100.13 DISCREPANCY IN BIDS

In the event a discrepancy exists in any Bid between the prices written in words and the prices written in figures, the prices written in words shall govern. If a discrepancy exists in any bid between unit prices and the extended totals therefore, the unit prices shall govern. In either of the above cases, the extended totals, and the total of all extensions, shall be corrected, if necessary, and the Bid may not be considered informal.

SECTION 00100

INFORMATION FOR BIDDERS

00100.14      LOWEST BIDDER

Bids will be compared on the basis of the totals for the Contracts, corrected as necessary in conformance with Article 00100.13, given at the bottom of the schedule of quantities, prices and extensions.

00100.15      AWARD OF CONTRACT

The Contracts will be awarded to that responsible bidder whose Bid, after corrections and adjustments, totals the least number of dollars. Both Contracts will be awarded to the same bidder.

The Owners reserve the right to reject any and all Bids.

END OF SECTION

## LABOR AND EMPLOYMENT

### 00150.01 GENERAL

The Contractor and every Subcontractor on public works contracts shall comply with Article 8 of the State Labor Law, as amended.

### 00150.02 POSTING MINIMUM WAGE RATES & KEEPING RECORDS

The Contractor and every Subcontractor on public works contracts shall post in a prominent and accessible place on the Site a legible statement of all wage rates and supplements as specified in the Contract to be paid or provided, all redeterminations of such schedules as the case may be, for the various classes of mechanics, workmen and laborers employed on the work. Other notices to be posted are the Workers' Compensation Law Section 51 notice, the Department of Labor notice that this project is a public work project on which each worker is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working, and all other notices required by law to be posted at the site. The Contractor shall maintain such notices in a legible manner, written in plain English in lettering no smaller than two inches in height and two inches in width, weatherproof, and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason.

The Contractor and every Subcontractor shall keep original payrolls or verified transcripts thereof showing the hours and days worked by each workman, mechanic or laborer, the occupation at which he worked, the hourly wage rate paid and the supplements paid or provided, on the Site, when the Contractor or Subcontractor maintains no regular place of business in New York State and where the amount of the Contract is in excess of \$25,000. All other Contractors and Subcontractors shall produce within five days on the Site and upon formal order of the Commissioner of Labor or his designated representative such original payrolls or verified transcripts thereof, as may be deemed necessary to adequately enforce the provisions of this Section.

Notwithstanding the aforementioned requirements, every Contractor and Subcontractor shall submit to the Owner within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll record, as provided by Article 8 of the Labor Law, subscribed and affirmed as true under penalties of perjury. The original payrolls or transcripts shall be preserved for three years from the completion of the work.

## LABOR AND EMPLOYMENT

### 00150.03 NON-DISCRIMINATION AND LABOR PRACTICES

In accordance with Section 220-e of Article 8 of the State Labor Law, the Contractor agrees:

- A. That in the hiring of employees for the work of this Contract or any Subcontract, neither he nor any Subcontractor, nor any person acting on behalf of the Contractor, or any Subcontractor, shall by reasons of race, creed, color, 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 his employment relates; and
- B. That neither the Contractor, nor any Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, sex, disability or national origin; and
- C. That there may be deducted from the amount payable to the Contractor by the Owner, a penalty of Fifty Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Contract; and
- D. That this Contract may be cancelled or terminated by the Owner, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Section of the Contract; and
- E. That the aforesaid provisions of this Section covering contracts for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- F. During the performance of this Contract, the Contractor agrees as follows:
  - i. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, disability or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

## LABOR AND EMPLOYMENT

### 00150.03 NON-DISCRIMINATION AND LABOR PRACTICES - Continued

- ii. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Division of Human Rights, advising such labor union or representative of the Contractor's agreement under subparagraphs (1) through (7) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the Bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the State Division of Human Rights of such failure or refusal.
- iii. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Division of Human Rights setting forth the substance of the provisions of subparagraphs (1) and (2) and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.
- iv. The Contractor will state, in all solicitations, or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, sex, color, disability or national origin.
- v. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commissioner of Human Rights, the Attorney General and the Commissioner of Labor for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

## LABOR AND EMPLOYMENT

### 00150.03 NON-DISCRIMINATION AND LABOR PRACTICES - Continued

- vi. This Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commissioner of Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the State Division of Human Rights have failed to achieve compliance with these non-discrimination clauses and after verified complaint has been filed with the State Division of Human Rights, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before the State Commissioner of Human Rights or his designee. Such sanctions may be imposed and remedies otherwise provided by law.
- vii. The Contractor will include the provisions of sub-paragraph (1) through (7) of this paragraph A and in every Subcontract or purchase order in such a manner that such provisions will be binding upon each Subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such Subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a Subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interest of the State of New York.
- G. It is hereby agreed that all applicable provisions of the Labor Law of the State of New York shall be carried out in the performance of this Contract.
- H. This agreement shall be void and of no effect unless the Contractor shall secure compensation insurance for the benefit of, and keep insured during the life of this agreement, such employees engaged therein as are required to be insured by the provisions of the Worker's Compensation Law of the State of New York.

## LABOR AND EMPLOYMENT

### 00150.04 LEGAL DAY'S WORK

In accordance with Section 220 (2) of Article 8 of the State Labor Law, no laborer, workman or mechanic employed by the Contractor, a Subcontractor or other person doing or contracting to do any part of the work shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any week except in cases of extraordinary emergency including fire, flood or danger to life or property, or in case of national emergency when so proclaimed by the President of the United States.

### 00150.05 WAGE RATES

In accordance with Section 220 of Article 8 of the State Labor Law, the wages to be paid for a legal day's work, as hereinbefore defined, to laborers, workmen or mechanics employed by the Contractor or Subcontractors, shall be not less than the prevailing rate of wages as hereinafter defined. Each laborer, workman or mechanic employed by the Contractor, Subcontractors, or other person upon or about the work, shall be paid not less than the wages and supplements herein provided.

Any person or corporation that willfully pays or provides less than the stipulated wage scale or supplements shall be guilty of a misdemeanor and upon conviction shall be punished as provided by law.

It shall be the duty of the Commissioner of Labor, or, if the Owner is a city, the comptroller or other analogous officer of such city, to make a determination of the schedule of wages to be paid all laborers, workmen and mechanics employed on the project (if it is a public works project) including supplements for welfare, pension, vacation and other benefits. These supplements include hospital, surgical or medical insurance or benefits, life insurance or death benefits, accidental death or dismemberment insurance, and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to employees.

The supplements to be provided shall be in accordance with prevailing practices in the locality. The amount for wages and for supplements listed in the schedule in these Contract Documents does not necessarily include all types of prevailing wages and supplements in the locality, and a future determination by the Commissioner of Labor may require the Contractor to pay increased wages or provide additional supplements.

## LABOR AND EMPLOYMENT

### 00150.06 VERIFICATION OF AMOUNTS DUE FOR WAGES AND SUPPLEMENTS

In accordance with Section 220-a of Article 8 of the State Labor Law, the New York State schedule of prevailing wages and supplements, as included in this Contract or as subsequently redetermined by the New York State Department of Labor, shall be specifically included in each and every Subcontract, regardless of tier, awarded by the Contractor or his Subcontractors.

Subcontractors, regardless of tier, shall provide to the Contractor a verified statement attesting that the Subcontractor has received and reviewed the prevailing wage rate and supplement schedule and agreeing that it will pay its employees the applicable wages and will pay or provide the supplements specified therein. The Contractor shall submit to the Owner copies of all such verified statements.

The Owner will not make final payment to the Contractor unless and until the Contractor submits the following:

- verified statements as described in the preceding paragraph
- certification to the amounts then due from the Contractor to any and all laborers for wages or supplements on account of labor performed upon the work under the Contract
- certification to the amounts then due from any Subcontractor, regardless of tier, for wages and supplements, on account of labor performed upon the work under the Contract, or shall certify that the Contractor has no knowledge of such amounts owing to or on behalf of any laborers of its Subcontractors.

In the event it is determined by the New York State Commissioner of Labor that the wages and/or supplements of any employees of the Contractor's Subcontractors, regardless of tier, have not been paid or provided pursuant to the appropriate schedule of wages and supplements, the Contractor shall be responsible for payment of such wages or supplements.

### 00150.07 MINIMUM RATES

New York State Department of Labor wage rates will be in effect on this Project.

The minimum wage rates designated by the Commissioner of Labor of the State of New York are attached. These minimum rates and supplements may be modified during the life of the Contract. If the prevailing wage rates should subsequently be legally modified or increased by any means other than by the action of the Owner, the Contractor shall assume full responsibility for the payment of said increases without recourse to the Owner.

END OF SECTION

The "Request for Wage and Supplement Information" (PW 39) you have submitted has been accepted, and a Prevailing Rate Case Number (PRC# 2024002049 - Bruno Road Culvert Replacement) has been assigned to the project.

To access the PDF file of your schedule, click on <https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1563557>, copy and paste into your browser, or see attached pages.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Clifton Park

Peter Christiano  
10 Airline Drive  
Suite 200  
Albany NY 12205

Schedule Year 2023 through 2024  
Date Requested 02/16/2024  
PRC# 2024002049

Location Bruno Road  
Project ID#  
Project Type Installation of a new pre-cast concrete box culvert, including WZTC, stream bypassing & cofferdam installation, removal of existing culvert pipes, water main modifications, asphalt pavement, signing,

### PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2023 through June 2024. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.ny.gov](http://www.labor.ny.gov). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

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



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

## Introduction

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

## Responsibilities of the Department of Jurisdiction

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

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

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

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

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

## Hours

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

## Wages and Supplements

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

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website [www.labor.ny.gov](http://www.labor.ny.gov).

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

## Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

### **Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties**

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYS DOL 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

Town of Clifton Park

Peter Christiano  
10 Airline Drive  
Suite 200  
Albany NY 12205

Schedule Year 2023 through 2024  
Date Requested 02/16/2024  
PRC# 2024002049

Location Bruno Road  
Project ID#  
Project Type Installation of a new pre-cast concrete box culvert, including WZTC, stream bypassing & cofferdam installation, removal of existing culvert pipes, water main modifications, asphalt pavement, signing,

### Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

### Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	<input type="checkbox"/> (01) General Construction	
Approximate Completion Date: ____/____/____	<input type="checkbox"/> (02) Heating/Ventilation	
	<input type="checkbox"/> (03) Electrical	
	<input type="checkbox"/> (04) Plumbing	
	<input type="checkbox"/> (05) Other : _____	

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



## **Social Security Numbers on Certified Payrolls:**

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

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

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

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

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

## **Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)**

### **Effective June 23, 2020**

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub*\*. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website [www.labor.ny.gov](http://www.labor.ny.gov) or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. \*In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(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*

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**1. Purpose and Scope:**

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

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

**2. Background and Statutory References:**

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

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

**3. Procedures and Agency Responsibilities:**

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

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

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

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

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

Reports should contain the following information:

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

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

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

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



Required Notice under Article 25-B of the Labor Law

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

**The law says that you are an employee unless:**

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

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

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

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

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

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

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

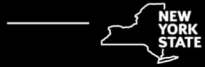
**Penalties** for paying workers off the books or improperly treating employees as independent contractors:

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

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

**Employer Name:**  
IA 999 (09/16)





# Attention Employees

## THIS IS A: **PUBLIC WORK PROJECT**

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

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

Chapter 629 of the Labor Laws of 2007:

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



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

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

\* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or [www.comptroller.nyc.gov](http://www.comptroller.nyc.gov) – click on Bureau of Labor Law.

Contractor Name: \_\_\_\_\_

Project Location: \_\_\_\_\_



## Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

### The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record or other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

\*\*A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

## WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

#### Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

#### Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

#### Paid Holidays

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

#### Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

#### Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

#### Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website ([www.labor.ny.gov](http://www.labor.ny.gov)) for current wage rate information.

#### Apprentice Training Ratios

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

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

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

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

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

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

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

**Saratoga County General Construction**

**Boilermaker** **02/01/2024**

**JOB DESCRIPTION** Boilermaker **DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Broome, Chenango, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

**WAGES**

Per hour	07/01/2023	01/01/2024
		Additional
Boilermaker	\$ 40.09	+ \$1.31*

(\* ) To be allocated at later date.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman	\$25.95
	+ 1.49**

(\*\*) This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

**OVERTIME PAY**

See (B, E, Q, V) 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, and when Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

**REGISTERED APPRENTICES**

Wages per hour

( 1/2 ) year terms at the following percentage of Journeyman's wage.

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

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th
19.35	19.35	20.29	21.23	22.17	23.13	24.06	25.01
+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**

(\*\*) This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

1-197

**Carpenter - Building** **02/01/2024**

**JOB DESCRIPTION** Carpenter - Building **DISTRICT 2**

**ENTIRE COUNTIES**

Albany, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie

**WAGES**

Per hour:	07/01/2023	07/01/2024	07/01/2025
		Additional	Additional
Carpenter	\$ 35.30	\$ 1.25*	\$ 1.25*
Floor Coverer	35.30	1.25*	1.25*
Carpet Layer	35.30	1.25*	1.25*
Dry-Wall	35.30	1.25*	1.25*
Diver-Wet Day	61.25	0.00	0.00
Diver-Dry Day	36.30	1.25*	1.25*
Diver Tender	36.30	1.25*	1.25*

\*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 journeyman's rate of pay when performing piledriving/dock building work.

- Certified welders shall receive \$1.00 per hour over the journeyman'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 \$.50 per foot
  - 101' to 150' additional \$0.75 per foot
  - 151' and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51' to 100' additional \$.75 per foot
  - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

**SHIFT WORK**

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

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

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

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 23.42

**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**

**CARPENTER APPRENTICES**

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

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

Supplemental Benefits per hour:

\$ 12.41	\$12.41	\$15.01	\$15.01
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**PILEDRIIVER/DOCK BUILDER APPRENTICES**

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

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

\*Pile Driver/Dock Builder apprentices shall receive an additional \$0.25 per hour worked when performing piledriving/dock building work.

Supplemental Benefits per hour:

\$ 12.41	\$ 12.41	\$ 15.01	\$ 15.01
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**LINOLEUM, RESILIENT TILE, AND CARPET LAYER APPRENTICES**

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

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

Supplemental Benefits per hour:

\$ 12.41	\$ 12.41	\$ 15.01	\$ 15.01
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ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

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

2-291B-Alb

**Carpenter - Building / Heavy&Highway** **02/01/2024**

**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:	07/01/2023	07/01/2024
		Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	\$ 34.48	\$ 2.25*

\*To be allocated at a later date

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 26.30

**OVERTIME PAY**

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

**HOLIDAY**

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

Notes:

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

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

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits per hour:

1st term	\$ 17.56
2nd term	18.04
3rd term	20.06
4th term	20.54

2-42AtSS

**Carpenter - Heavy&Highway** **02/01/2024**

**JOB DESCRIPTION** Carpenter - Heavy&Highway **DISTRICT 2**

**ENTIRE COUNTIES**

Albany, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**WAGES**

Per hour	07/01/2023	07/01/2024
		Additional
Carpenter	\$ 41.32	\$ 4.00*

Piledriver	41.32	4.00*
Diver-Wet Day	66.32	4.00*
Diver-Dry Day	42.32	4.00*
Diver-Tender	42.32	4.00*

\*To be allocated at a later date.

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

- When project owner mandates a single irregular work shift, the employee will receive an additional \$3.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.
- Certified welders when required to perform welding work will receive an additional \$2.50 per hour.

**ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:**

- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51'to 100' additional \$.50 per foot
  - 101'to 150' additional \$0.75 per foot
  - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51' to 100' additional \$.75 per foot
  - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 23.75

**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. Employee must work scheduled work day before and after the Holiday.

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

**REGISTERED APPRENTICES**

**CAPRENTER APPRENTICES**

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

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

Supplemental Benefits per hour:

\$ 18.37	\$ 18.92	\$ 20.97	\$ 21.52	\$ 22.07
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**PILEDRIWER/DOCKBUILDER APPRENTICES**

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

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

Supplemental Benefits per hour:

\$ 18.37	\$ 18.92	\$ 21.52	\$ 22.07
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**NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:**

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

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

2-291HH-Alb

**Electrician**

**02/01/2024**

**JOB DESCRIPTION** Electrician

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Columbia, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**PARTIAL COUNTIES**

Greene: Portion of the County North of a line following the South limits of the City of Catskill in a westerly direction from the Hudson River to State Highway 23A. Then continuing on 23A to the road following the Little West Kill and continuing along this road to Delaware County.  
 Otsego: Only the Towns of Decatur and Worchester

**WAGES**

Per hour

	07/01/2023	06/01/2024 Additional
Electrician	\$ 46.50	+ \$2.24*
Audio/Sound	46.50	+ \$2.24*
Video	46.50	+ \$2.24*
Tele-Data	46.50	+ \$2.24*
Solar/ Photovoltaic	46.50	+ \$2.24*

(\*) To be allocated at later date.

Notes: An additional 5% above rate for work over 30' above floor and requires use of a safety harness when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.

An additional 10% above rate on towers & smokestacks over 100' high.

An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.

An additional 5% above rate when Journeymen are required to work as Lead (Pb) cable splicers.

An additional 10% above rate when Journeymen Welders are required to have ASME verification.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman	\$ 29.91
	+3% of wage

**OVERTIME PAY**

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

\* DOUBLE TIME AFTER 10 HOURS ON SATURDAY

For Projects Bid on or Prior to 05/31/2019

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

Shift	Hours	Rate
1st Shift	8:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	4:30 PM to 1:00 AM	REGULAR RATE PLUS 10%
3rd Shift	12:30 AM to 9:00 AM	REGULAR RATE PLUS 15%

For Projects Bid on or After 06/01/2019

Shift	Hours	Rate
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%

For Projects Bid on or After 09/01/2019

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

Shift	Hours	Rate
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%

**HOLIDAY**

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

Note: If the holiday falls on Saturday, it shall be celebrated on Friday. If the holiday falls on Sunday, it shall be celebrated on Monday.

**REGISTERED APPRENTICES**

Wages per hour

Terms at the following percentage of Journeyman's wage.

0-6mo	6-12mo	2nd yr	3rd yr	4th yr	5th yr
40%	45%	50%	60%	70%	80%

Notes: An additional 5% above rate for work over 30' above floor and requires use of a safety harness when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.

An additional 10% above rate on towers & smoke stacks over 100' high.

An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.

Apprentices indentured on or before 12/31/2018

\$29.91

Apprentices indentured on or after 01/01/2019

Supplemental Benefits per hour worked

0-12 month term	\$ 15.02**
2nd year term	24.19**
3rd year term	25.33**
4th year term	26.48**
5th year term	27.62**

(\*\*) Plus additional 3% of wage

1-236

**Elevator Constructor** **02/01/2024**

**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	07/01/2023	01/01/2024
Mechanic	\$ 53.02	\$ 55.32
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour	07/01/2023	01/01/2024
Journeyman/Helper	\$ 37.335*	\$ 37.885*

(\*)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 Journeyman/Helper

1-35

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**Glazier** **02/01/2024**

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**JOB DESCRIPTION** Glazier

**DISTRICT** 1

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**WAGES**

Per hour

07/01/2023

Glazier Base Wage \$ 32.16  
 Plus additional \$4.10 per hour for all hours worked, not subject to overtime/premium

High Work Base Wage\*\*\* \$ 34.31  
 Plus additional \$4.10 per hour for all hours worked, not subject to overtime/premium

(\*\*\*)When working on Swing Stage or Lift 100 feet or more in height, measured from the ground level up.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 22.65  
 Journeyman High Work \$ 28.30

**OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE  
 Premium is applied to the respective base wage only.

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT WORK OR SINGLE IRREGULAR SHIFTS STARTING BETWEEN THE HOURS LISTED BELOW:

4:00pm to 6:30am: ADDITIONAL 12.5% TO APPLICABLE WAGE RATE AND SUPPLEMENTAL BENEFIT

**HOLIDAY**

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

Note: If any of the holidays are designated by federal law to be celebrated on a day other than that on which they regularly fall, then the holiday shall be celebrated on the day set by said federal law as if the day on which the holiday is celebrated was actually the holiday date.

**REGISTERED APPRENTICES**

Wages per hour

Apprentice Glazier 1500 hr. terms at the following percentage of Journeymans base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%

+ additional \$4.10 per hour for all hours worked for all terms

Apprentice Glazier Hi-Work 1500 hr. terms at the following percentage of Journeymans Hi-Work base wage.

1st	2nd	3rd	4th
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50%          65%          75%          90%  
 + additional \$4.10 per hour for all hours worked for all terms

Supplemental Benefits per hour worked

Apprentice	
1st term	\$ 18.98
2nd-4th term	22.65
Apprentice High Work	
1st term	22.45
2nd-4th term	28.30

1-201

**Insulator - Heat & Frost**

**02/01/2024**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren, Washington

**WAGES**

Wages per hour	07/01/2023	05/01/2024 Additional
Asbestos Worker*	\$ 39.68	+ \$2.00**
Insulator*	39.68	
Firestopping Worker*	33.73	

(\* ) On Mechanical Systems only.

(\*\* ) To be allocated at later date.

On government mandated shift work additional 12% of wage for all shifts starting after 3:30 P.M.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman	\$ 25.64
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**OVERTIME PAY**

See (\*B1, \*\*Q) on OVERTIME PAGE

\*B1=Double time begins after 10 hours on Saturday

\*\*Q=Triple time on Labor Day if worked.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When a holiday falls on Sunday the following Monday shall be observed as the holiday.

**REGISTERED APPRENTICES**

Wages per hour

one year terms at the following percentage of Journeyman's wage.

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

Supplemental Benefits per hour worked:

Apprentices	\$ 25.64
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1-40

**Ironworker**

**02/01/2024**

**JOB DESCRIPTION** Ironworker

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Delaware, Essex, Greene, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**PARTIAL COUNTIES**

Fulton: Only the Townships of Broadalbin, Mayfield, Northampton, Bleecker and Johnstown.

Hamilton: Only the Townships of Hope, Benson and Wells.

Montgomery: Only the Townships of Florida, Amsterdam, Charleston, Glen, Mohawk and Root.

Otsego: Only the Towns of Unadilla, Butternuts, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worcester.

**WAGES**

<b>Wages</b>	07/01/2023
Per hour	
Ornamental	\$ 34.50
Reinforcing	34.50
Rodman	34.50
Structural & Precast	34.50
Mover/Rigger	34.50
Fence Erector	34.50
Stone Derrickman	34.50
Sheeter	34.75
Curtain Wall Installer	34.50
Metal Window Installer	34.50

**SUPPLEMENTAL BENEFITS**

Per hour

JOURNEYPERSON \$ 31.64

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTWORK:

1st Shift	6:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	2:00 PM to 7:00 PM	REGULAR RATE PLUS 10%
3rd Shift	7:00 PM to 12:00 AM	REGULAR RATE PLUS 15%

THE FOLLOWING RATE WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SINGLE IRREGULAR SHIFTS:

Shift Starting 4:30 PM to 12:00 AM	REGULAR RATE PLUS 10%
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**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.

**REGISTERED APPRENTICES**

Wages per hour

ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

	07/01/2023
1st year	\$ 19.50
2nd year	21.50
3rd year	23.50
4th year	25.50
Supplemental Benefits per hour worked	
1st year	\$ 12.28
2nd year	24.30
3rd year	26.00
4th year	27.72

**Laborer - Building**

**02/01/2024**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Rensselaer, Washington

**PARTIAL COUNTIES**

Columbia: Only the Townships of Stuyvesant, Stockport, Kinderhook, New Lebanon, Canaan, Ghent, Chatham and Austerlitz.

Greene: Entire county except the Township of Catskill

Saratoga: Only the Townships of Halfmoon, Saratoga, Stillwater, Waterford, and the City of Mechanicville.

**WAGES**

Per hour

	07/01/2023	07/01/2024
		Additional
Group #1:		
All Classifications	\$ 34.86	+ \$2.50*
except as noted in		

Groups 2 & 3

Group #2:  
 Blaster, Drilling Equipment  
 Only Where a Separate Air  
 Compressor Unit Supplies  
 Power, Metal Formsetter  
 sidewalk),Well Pointing  
 & Laser Operator \$ 35.36 + \$2.50\*

Group #3:  
 Handling of Asbestos  
 or Toxic Materials \$ 36.21 + \$2.50\*

(\* ) To be allocated at later date.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 25.22

**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 Journeyman's basic hourly wage.

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

Supplemental Benefits per hour worked

Apprentices \$ 25.22

1-190

**Laborer - Building**

**02/01/2024**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 1**

**ENTIRE COUNTIES**

Schenectady, Schoharie

**PARTIAL COUNTIES**

Fulton: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown, Broadalbin and Perth.

Montgomery: Only the Townships of Mohawk, Glen, Charleston, Amsterdam, and Florida.

Saratoga: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau, South Glens Falls, Providence, Greenfield, Wilton, Galway, Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park.

**WAGES**

Per hour

	07/01/2023	07/01/2024
		Additional

Group #1:  
 All Classifications  
 except as noted in  
 Groups 2 & 3 \$ 36.54 + \$2.50\*

Group #2:  
 Blaster, Drilling equipment  
 only where a separate air  
 compressor unit supplies power,  
 Metal formsetter (sidewalk),  
 Well pointing & Laser  
 operator \$ 37.04 + \$2.50\*

Group #3:  
 Handling of Asbestos  
 or Toxic Materials \$ 37.89 + \$2.50\*

(\*) To be allocated at later date.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 23.46

**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 Journeyman's basic hourly wage.

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

Supplemental Benefits per hour worked

Apprentices 07/01/2023  
 \$ 23.46

1-157

**Laborer - Heavy&Highway**

**02/01/2024**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Rensselaer, Washington

**PARTIAL COUNTIES**

Columbia: Only the Townships of Stuyvesant, Stockport, Kinderhook, New Lebanon, Canaan, Ghent, Chatham, and Austerlitz

Greene: Entire county except the Township of Catskill.

Saratoga: Only the Townships of Halfmoon, Saratoga, Stillwater, Waterford, and the City of Mechanicville.

**WAGES**

GROUP # A:

Basic, Drill Helper, Flagman, Outboard and Hand Boats

GROUP # B:

Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steelmesh, 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, Guniting, Seeding and Sand Blasting), Laborers on Chain Link Fence. Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

GROUP # C:

Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, Acetylene Torch Operators, Asphalt Raker and Powderman.

GROUP # D:

Blasters, Metal Form Setters(sidewalk), 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.

WAGES per hour

	07/01/2023	07/01/2024
Group # A	\$ 39.19	+ \$3.25*
Group # B	39.39	+ \$3.25*
Group # C	39.59	+ \$3.25*
Group # D	39.79	+ \$3.25*
Group # E	41.69	+ \$3.25*

(\*) To be allocated at later date.

All employees who work a single irregular workday that starts from 5:00 pm to 1:00 am on a governmental mandated night shift shall be paid an additional \$5.00 per hour.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 26.90

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wages per hour

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

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

Supplemental Benefits per hour worked

Apprentices \$ 26.90

1-190 h/h

**Laborer - Heavy&Highway**

**02/01/2024**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT** 1

**ENTIRE COUNTIES**

Schenectady, Schoharie

**PARTIAL COUNTIES**

Fulton: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown, Broadalbin and Perth.

Montgomery: Only the Townships of Mohawk, Glen, Charleston, Amsterdam, and Florida.

Saratoga: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau, South Glens Falls, Providence, Greenfield, Wilton, Galaway, Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park

**WAGES**

GROUP # A:

Basic, Drill Helper, Flagman, Outboard and Hand Boats.

GROUP # B:

Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steelmesh, 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, Guniting, Seeding, and Sand Blasting), Laborers on Chain Link Fence, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

GROUP # C:

Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, Acetylene Torch Operators, Asphalt Paver/Raker and Powderman.

GROUP # D:

Blasters, Metal Form Setters (sidewalk), 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.

WAGES per hour	07/01/2023	07/01/2024 Additional
Group # A	\$ 39.19	+ \$3.25*
Group # B	39.39	+ \$3.25*
Group # C	39.59	+ \$3.25*
Group # D	39.79	+ \$3.25*
Group # E	41.69	+ \$3.25*

(\* ) To be allocated at later date.

All employees who work a single irregular workday that starts from 5:00 pm to 1:00 am on a governmental mandated night shift shall be paid an additional \$5.00 per hour.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 26.90

**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 BASE WAGE

1ST	2ND	3RD	4TH
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

Apprentices 07/01/2023  
 \$ 26.90

1-157h/h

**Laborer - Tunnel 02/01/2024**

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT** 1

**ENTIRE COUNTIES**

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

**WAGES**

Class 1: All support laborers/sandhogs working above the shaft or tunnel

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

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

Per Hour 07/01/2023

Class 1	\$ 45.65
Class 2	47.65
Class 4	49.90
Class 5	41.15

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

All Government mandated irregular shift work Monday through Saturday is subject to Premium rate. All Government mandated irregular shift work that falls on Sunday is subject to double Premium rate.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 26.91  
 +1.59\*

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime

**OVERTIME PAY**

See (B, E, Q, V, X) 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**

**02/01/2024**

**JOB DESCRIPTION** Lineman Electrician

**DISTRICT** 6

**ENTIRE COUNTIES**

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

**WAGES**

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

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

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

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

Per hour:	07/01/2023	05/06/2024
Lineman, Technician	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	57.40	58.90
Welder, Cable Splicer	57.40	58.90
Digging Mach. Operator	51.66	53.01
Tractor Trailer Driver	48.79	50.07
Groundman, Truck Driver	45.92	47.12
Equipment Mechanic	45.92	47.12
Flagman	34.44	35.34

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

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

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

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

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

Lineman, Tech, Welder	\$ 58.72	\$ 60.22
Crane, Crawler Backhoe	58.72	60.22
Cable Splicer	64.59	66.24
Certified Welder, Pipe Type Cable	61.66	63.23
Digging Mach. Operator	52.85	54.20
Tractor Trailer Driver	49.91	51.19
Groundman, Truck Driver	46.98	48.18
Equipment Mechanic	46.98	48.18
Flagman	35.23	36.13

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

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

Lineman, Tech, Welder	\$ 59.91	\$ 61.41
Crane, Crawler Backhoe	59.91	61.41
Cable Splicer	59.91	61.41
Digging Mach. Operator	53.92	55.27
Tractor Trailer Driver	50.92	52.20
Groundman, Truck Driver	47.93	49.13
Equipment Mechanic	47.93	49.13
Flagman	35.95	36.85

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

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

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

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour:

	07/01/2023	05/06/2024
Lineman, Technician, or Equipment Operators with Crane License	\$ 29.40 *plus 7% of the hourly	\$ 30.90 *plus 7% of the hourly

	wage paid	wage paid
All other	\$ 26.40	\$ 26.90
Journeyman	*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid

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

**OVERTIME PAY**

See (B, E, Q, X) on OVERTIME PAGE. \*Note\* Double time for all emergency work designated by the Dept. of Jurisdiction.  
 NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.  
 Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

Paid See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.  
 Overtime See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

**REGISTERED APPRENTICES**

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2023	05/06/2024
\$ 26.40	\$ 26.90
*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid

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

6-1249a

**Lineman Electrician - Teledata**

**02/01/2024**

**JOB DESCRIPTION** Lineman Electrician - Teledata

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:

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

	07/01/2023	01/01/2024	01/01/2025
Cable Splicer	\$ 37.73	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 35.81	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 35.81	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 35.81	\$ 37.24	\$ 38.73
Groundman	\$ 18.98	\$ 19.74	\$ 20.53

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2023	01/01/2024	01/01/2025
Journeyman	\$ 5.70 *plus 3% of the hourly wage paid	\$ 5.70 *plus 3% of the hourly wage paid	\$ 5.70 *plus 3% of the hourly wage paid

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

6-1249LT - Teledata

**Lineman Electrician - Traffic Signal, Lighting** **02/01/2024**

**JOB DESCRIPTION** Lineman Electrician - Traffic Signal, Lighting

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

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

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

A flagger's duties shall consist of traffic control only.  
 (Ref #14.01.01)

Per hour:	07/01/2023	05/06/2024
Lineman, Technician	\$ 49.32	\$ 50.54
Crane, Crawler Backhoe	49.32	50.54
Certified Welder	51.79	53.07
Digging Machine	44.39	45.49
Tractor Trailer Driver	41.92	42.96
Groundman, Truck Driver	39.46	40.43
Equipment Mechanic	39.46	40.43
Flagman	29.59	30.32

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

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

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

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

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

	07/01/2023	05/06/2024
Lineman, Technician, or Equipment Operators with Crane License	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid
All other Journeyman	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE. \*Note\* Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

Paid: See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.

Overtime: See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

**REGISTERED APPRENTICES**

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

	07/01/2023	05/06/2024
	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid

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

6-1249a-LT

**Lineman Electrician - Tree Trimmer**

**02/01/2024**

**JOB DESCRIPTION** Lineman Electrician - Tree Trimmer

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

Per hour:	07/01/2023	12/31/2023
Tree Trimmer	\$ 29.80	\$ 31.44
Equipment Operator	26.35	27.80
Equipment Mechanic	26.35	27.80
Truck Driver	21.95	23.15

Groundman	18.07	19.07
Flag person	14.20	14.20*

\*NOTE- Rate effective on 01/01/2024 - \$15.00 due to minimum wage increase

**SUPPLEMENTAL BENEFITS**

Per hour:

	07/01/2023	12/31/2023
Journeyman	\$ 10.48 *plus 4.5% of the hourly wage paid	\$ 10.48 *plus 4.5% of the hourly wage paid

\* The 4.5% is based on the hourly wage paid, straight time rate or premium rate.

**OVERTIME PAY**

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

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

**HOLIDAY**

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

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

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

All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

**Mason - Building**

**02/01/2024**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 12

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**WAGES**

Per hour 07/01/2023

Tile/Marble/Terrazzo

Setter	\$ 37.41
Finisher	29.14

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman Setter	\$ 21.83
Journeyman Finisher	18.87

**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 0-500 hrs	60%
2nd term 501-1500 hrs	70%
3rd term 1501-2500 hrs	80%

4th term 2501-3500 hrs	85%
5th term 3501-4500 hrs	90%
6th term 4501-6000 hrs	95%

**Finisher:**

1st term 0-500 hrs	70%
2nd term 501-1500 hrs	80%
3rd term 1501-2500 hrs	90%
4th term 2501-3700 hrs	95%

**Supplemental Benefits per hour worked**

07/01/2023

**Setter:**

1st term 0-500 hrs	\$ 12.98
2nd term 501-1500 hrs	12.98
3rd term 1501-2500 hrs	17.40
4th term 2501-3500 hrs	17.40
5th term 3501-4500 hrs	19.61
6th term 4501-6000 hrs	21.83

**Finisher:**

1st term 0-500 hrs	\$ 12.22
2nd term 501-1500 hrs	12.22
3rd term 1501-2500 hrs	15.54
4th term 2501-3700 hrs	15.54

12-2TS.1

**Mason - Building**

**02/01/2024**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 12

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Warren: Only the Townships of Bolton, Lake George, Lake Luzerne,Queensbury, Stony Creek, Thurman & Warrensburg.

**WAGES**

Per hour 07/01/2023

Bricklayer	\$ 40.24
Cement Mason(Bldg)	40.24
Plasterer/Fireproofing*	40.24
Pointer/Caulker/Cleaner	40.24
Stone Mason	40.24
Acid Brick	40.74

(\*Fireproofing of Structural only.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman	\$ 23.13
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**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

**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 \$ 23.13

12-2b.1

**Mason - Heavy&Highway**

**02/01/2024**

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 12

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 1-2h/h on.

**WAGES**

Per hour

07/01/2023

Mason &  
Bricklayer

\$ 41.46

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

\$ 21.98

**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: If a holiday falls on Sunday, the Monday following shall constitute the day of the legal holiday.

**REGISTERED APPRENTICES**

Wages per hour

750 HR TERMS at the following percent of Journeyman's wage

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

Supplemental Benefits per hour worked

0 to 500 Hours \$ 13.38

All Other 21.98

12-2hh.1

**Millwright**

**02/01/2024**

**JOB DESCRIPTION** Millwright

**DISTRICT** 6

**ENTIRE COUNTIES**

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

**WAGES**

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

Per hour:

07/01/2023

07/01/2024

07/01/2025

Millwright - Power Generation

\$ 43.05

Additional  
\$ 2.50

Additional  
\$2.50

**NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):**

- Certified Welders shall receive an additional \$1.75 per hour provided he/she is directed to perform certified welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive an additional \$1.50 per hour.
- An employee performing the work of a machinist shall receive an additional \$2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Journeyman \$ 27.40\*

\*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 Journeyman's wage:

Appr. 1st year	65 %*
Appr. 2nd year	75 %*
Appr. 3rd year	80 %*
Appr. 4th year	90 %*

\*NOTE: Additional premium for the following work listed below:

Certified Welder	\$ 1.75
Hazardous Waste Work	1.50
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.89
Appr. 2nd year	22.75
Appr. 3rd year	24.30
Appr. 4th year	25.85

6-1163Power

**Millwright**

**02/01/2024**

**JOB DESCRIPTION** Millwright

**DISTRICT 2**

**ENTIRE COUNTIES**

Albany, Chenango, Delaware, Fulton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie

**WAGES**

Per hour:	07/01/2023	07/01/2024 Additional	07/01/2025 Additional
Building	\$ 37.43	\$ 2.50*	\$ 2.50*
Heavy & Highway	40.43	3.00*	2.50*

\*To be allocated at a later date

**NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):**

- Certified Welders shall receive \$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:

Journeyman \$ 26.32

**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 Journeyman's rate.

1st	2nd	3rd	4th
65%	75%	80%	90%

Supplemental Benefits per hour:

Apprentices:

1st term	\$ 12.04
2nd term	22.04
3rd term	23.47
4th term	24.89

2-1163.1

**Operating Engineer - Building**

**02/01/2024**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

**WAGES**

CLASS A1\*: Cranes, tower cranes, hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks (over 5 tons).

**CLASS A:**

Shovel, Excavators 18,001 lbs. and above(including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

**CLASS B:**

Excavators 18,000 lbs. and under, Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacuum machine (mounted or towed).

**CLASS C:**

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps, rotating telehandler (that does not require NYS crane license).

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

WAGES per hour	07/01/2023	07/01/2024
Class A1*	\$ 50.93	\$ 53.11
Class A	50.44	52.62
Class B	49.42	51.60
Class C	46.52	48.70

**(\*) TONNAGE RATING PREMIUMS:**

Note: Additional value subject to same premiums as shown for OT

All cranes 1000 tons and over, A1 rate plus \$7.00

All cranes 800-999 tons, A1 rate plus \$6.00

All cranes 600-799 tons, A1 rate plus \$5.00

All cranes 400-599 tons, A1 rate plus \$4.00

All cranes 200-399 tons, A1 rate plus \$3.00

All cranes 111-199 tons, A1 rate plus \$2.25

All cranes 110 tons and under, A1 rate only

Additional \$0.50 per hr on A1 rate for Tower Cranes.

Additional \$2.50 per hr over B rate for Nuclear Leader work.

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour	07/01/2023	07/01/2024
Journeyman	\$ 31.30	\$32.40

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: All hours worked on designated holidays shall be paid a double the hourly rate of pay plus 8 hours of straight time.

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

**REGISTERED APPRENTICES**

Wages per hour

1000 hours terms at the following percentage of Journeyperson's wage Class B

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

Supplemental Benefits per hour worked

	07/01/2023	07/01/2024
All terms	\$ 26.60	\$27.70

1-158 Alb

**Operating Engineer - Heavy&Highway**

**02/01/2024**

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

**PARTIAL COUNTIES**

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

**WAGES**

CLASSIFICATION A1\*: All Cranes

**CLASSIFICATION 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, Boom truck, GPS operated Bull Dozer, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Rotating Telehandler, Scraper (Including Challenger Type), Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

**CLASSIFICATION B:**

Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mini Excavator (under 18,000 lbs.), Mixer (for stabilized base self-propelled), Monorail Machine, Plant Engineer, Prentice Loader, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacuum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder, Winch, Winch Cat

**CLASSIFICATION C:**

A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunit Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar; including all attachments), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

**WAGES per hour**

	07/01/2023	07/01/2024
Class A1*	\$55.63	57.90
Class A	52.63	54.90
Class B	51.72	53.99
Class C	49.15	51.42

**(\*) TONNAGE RATING PREMIUMS:**

- Cranes over 1000 tons, A1 rate plus \$7.00
- Cranes from 800-999 tons, A1 rate plus \$6.00
- Cranes from 600-799 tons, A1 rate plus \$5.00
- Cranes from 400-599 tons, A1 rate plus \$4.00
- Cranes from 200-399 tons, A1 rate plus \$3.00
- Cranes from 111-199 tons, A1 rate plus \$2.00
- Cranes from 65-110 tons, A1 rate plus \$1.50
- Cranes from 0-64 Tons, A1 rate only

NOTE: Additional value subject to same premiums as shown for OT

- Tower Cranes, A1 rate plus \$3.00
  - Cranes in Luffer Configuration, A1 rate plus \$5.00
  - Cranes with external ballast (tray or wagon), A1 rate plus \$5.00
- NOTE: Additional value subject to same premiums as shown for OT

Additional \$2.50 per hour for All Employees who work a single irregular work shift, of at least 5 consecutive days, starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

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

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour	07/01/2023	07/01/2024
Journey person	\$ 31.50	\$ 32.60

**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 observed on Monday. If the observed Monday Holiday is worked, pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday and is worked pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday employer can choose to observe the paid holiday Saturday or give Friday off with holiday pay.

**REGISTERED APPRENTICES**

Wages per hour

1000 hours terms at the following percentage of Journey person's wage Class B

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

Supplemental Benefits per hour worked	07/01/2023	07/01/2024
All Terms	\$ 26.25	\$27.10

1-158H/H Alb

<b>Operating Engineer - Survey Crew</b>	<b>02/01/2024</b>
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**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.

07/01/2023

Party Chief	\$ 48.97
Instrument Person	44.99
Rod Person	33.37

Additional \$3.00/hr. for Tunnel Work  
Additional \$2.50/hr. for Hazardous Work Site

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 28.90
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**OVERTIME PAY**

See (B, E, P, \*X) on OVERTIME PAGE

\*Note: \$24.60/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:

07/01/2023

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

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 20.68 / PHP \$17.53
1001-2000	23.70 / " 19.95
2001-3000	26.73 / " 22.43

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

**Operating Engineer - Survey Crew - Consulting Engineer**

**02/01/2024**

**JOB DESCRIPTION** Operating Engineer - Survey Crew - Consulting Engineer

**DISTRICT** 12

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

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

**WAGES**

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

Per hour:

**SURVEY CLASSIFICATIONS:**

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

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

07/01/2023

Party Chief	\$ 48.97
Instrument Person	44.99
Rod Person	33.37

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 \$ 28.90

**OVERTIME PAY**

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

\*Note: \$24.10/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 percentage of Rod Persons Wage:

07/01/2023

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

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 20.68 / PHP \$17.53
1001-2000	\$ 23.70 / " 19.95
2001-3000	\$ 26.73 / " 22.43

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

**Operating Engineer - Tunnel**

**02/01/2024**

**JOB DESCRIPTION** Operating Engineer - Tunnel

**DISTRICT 7**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of 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 Inserter (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:	07/01/2023	07/01/2024	07/01/2025
CLASS A	\$ 53.52	\$ 55.91	\$ 58.44
CLASS B	52.30	54.69	57.22
CLASS C	49.51	51.90	54.43
CLASS D	46.50	48.89	51.42

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection. Fringe benefits will be paid at the hourly wage premium.

**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	\$ 57.52	\$ 59.91	\$ 62.44
Crane 2	56.52	58.91	61.44
Crane 3	55.52	57.91	60.44

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2023	07/01/2024	07/01/2025
	\$ 24.20	\$ 25.05	\$ 25.90
	+ 9.60*	+ 9.85*	+ 10.10*

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

**OVERTIME PAY**

See (B, B2, E, Q, X) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If a holiday falls on Sunday, it shall be observed on Monday.

**REGISTERED APPRENTICES**

WAGES:(1000) hours terms at the following percentage of Journeyman's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman.

7-158-832TL.

**Painter**

**02/01/2024**

**JOB DESCRIPTION** Painter

**DISTRICT** 1

**ENTIRE COUNTIES**

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

**WAGES**

Per hour

07/01/2023

05/01/2024

		Additional
Painter\Wallcovers	\$ 31.19**	\$ 1.50***
Drywall Finishers	31.19**	\$ 1.50***
Spray Rate	31.19**	\$ 1.50***
Structural Steel*	32.19**	\$ 1.50***
Lead Abatement	32.19**	\$ 1.50***
Lead Abatement on Structural Steel	33.19**	\$ 1.50***

(\*)Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate.  
 (\*\*) Plus Additional \$1.25 per hour not subject to Overtime/Premiums  
 (\*\*\*) To be allocated at later date.

Bridge Painter  
 See Bridge Painter rates for the following work:  
 All Bridges and Tanks

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour

Journey person \$ 19.85

**OVERTIME PAY**

See (B, E2, H) on OVERTIME PAGE

THE FOLLOWING ADDITIONAL HOURLY RATE WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT(S) OR SINGULAR IRREGULAR SHIFT WHEN THE SHIFT STARTS BETWEEN THE HOURS LISTED BELOW:

2:30 PM to 6:00 AM PLUS \$1.00 to the applicable rate,  
 and this is not subject to overtime

**HOLIDAY**

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

Note: If the holiday falls on Sunday, it shall be observed on Monday.

**REGISTERED APPRENTICES**

Wages per hour

1000 hour terms at the following percentage of Journey person's base wage

1st*	1st**	2nd	3rd	4th	5th	6th
45%	\$15	50%	60%	70%	80%	90%

\* - applicable 07/01/2023-12/31/2023

\*\* - applicable 01/01/2024-06/30/2024

Supplemental Benefits per hour

All Terms \$ 19.85

1-201-P

**Painter - Bridge & Structural Steel**

**02/01/2024**

**JOB DESCRIPTION** Painter - Bridge & Structural Steel

**DISTRICT 8**

**ENTIRE COUNTIES**

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

**WAGES**

Per Hour:

STEEL:

Bridge Painting:	07/01/2023	10/01/2023
	\$ 54.50	\$ 56.00



**WAGES**

Per hour:

Painter (Striping-Highway):	07/01/2023	01/01/2024	07/01/2024
Striping-Machine Operator*	\$ 31.53	\$ 31.53	\$ 34.12
Linerman Thermoplastic	38.34	38.34	41.12

Note: \* Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Journeyworker:			
Striping Machine Operator:	\$ 10.03	\$ 22.24	\$ 23.65
Linerman Thermoplastic:	10.03	22.24	23.65

**OVERTIME PAY**

See (B, B2, E2, F, S) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 20) on HOLIDAY PAGE  
 Overtime: See (5, 20) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

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

1st Term:	\$ 15.00	\$ 15.00	\$ 15.00
2nd Term:	18.92	18.92	20.47
3rd Term:	25.22	25.22	27.30

Supplemental Benefits per hour:

1st term:	\$ 9.16	\$ 22.24	\$ 23.65
2nd Term:	10.03	22.24	23.65
3rd Term:	10.03	22.24	23.65

8-1456-LS

**Painter - Metal Polisher 02/01/2024**

**JOB DESCRIPTION** Painter - Metal Polisher

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

	07/01/2023
Metal Polisher	\$ 38.18
Metal Polisher*	39.28
Metal Polisher**	42.18

\*Note: Applies on New Construction & complete renovation

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

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2023

Journeyworker:	
All classification	\$ 12.34

**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:

	07/01/2023
1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

\*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

1st year	\$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

**Plumber**

**02/01/2024**

**JOB DESCRIPTION** Plumber

**DISTRICT 1**

**ENTIRE COUNTIES**

Clinton, Warren, Washington

**PARTIAL COUNTIES**

Saratoga: Entire county except the Townships of Stillwater, Halfmoon, Galway, Milton, Charlton, Clifton Park and City of Mechanicville.

**WAGES**

Per hour

07/01/2023

Plumber &  
 Steamfitter \$ 41.40

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 22.15  
 +11.13\*

\* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime and applicable to paid Holidays

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (22) on HOLIDAY PAGE  
 Overtime: See (5, 6, 23) on HOLIDAY PAGE

Note: For the paid Christmas Holiday the employee must have worked 20 regular working days in the calendar year with contractor to qualify

Note: Whenever a Holiday falls on a Saturday, the preceding day, Friday, shall be observed as the Holiday. If a Holiday falls on a Sunday, the following day, Monday shall be observed as the Holiday.

**REGISTERED APPRENTICES**

Wages per hour

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

1st yr	50%
2nd yr	60%
3rd yr	70%
4th yr	80%
5th yr	90%

Supplemental Benefits per hour worked

1st yr	\$ 18.98 + 5.57*
2nd yr	19.61 + 6.68*
3rd yr	20.25 + 7.79*
4th yr	20.88 + 8.90*
5th yr	21.52 + 10.02*

\* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

\* This portion per hour paid.

1-773-SF

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**Plumber** **02/01/2024**

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**JOB DESCRIPTION** Plumber

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie

**PARTIAL COUNTIES**

Hamilton: Only the Towns of Arietta, Benson, Hope, Inlet, Lake Pleasant, Morehouse and Wells.

Saratoga: Only the Towns of Charlton, Clifton Park, Galway, Halfmoon, Milton, Stillwater and Waterford and the city of Mechanicville.

**WAGES**

Per hour:

	07/01/2023	05/01/2024
		Additional

Plumber:		
Pipefitter, Steamfitter	\$ 50.68	+ \$2.90*

(\*) To be allocated at later date.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman	\$ 28.16
------------	----------

**OVERTIME PAY**

See (B1, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Whenever a Holiday falls on Saturday, the preceding day, Friday, shall be observed as the Holiday. If a Holiday falls on a Sunday, the following day, Monday shall be observed as the Holiday.

**REGISTERED APPRENTICES**

Wages per hour

One year terms at the following wage rate.

1st	2nd	3rd	4th	5th
\$ 23.22	\$ 28.21	\$ 33.20	\$ 38.20	\$ 45.69

Supplemental Benefits per hour:

Apprentices Indentured on or before April 30, 2019

All Terms	\$ 28.16
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Apprentices Indentured on or after May 1st, 2019

Terms 1-4	22.90
Terms 5	28.16

1-7-SF

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**Roofer** **02/01/2024**

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**JOB DESCRIPTION** Roofer

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Warren, Washington

**WAGES**

Per hour

07/01/2023

Roofer/Waterproofer	\$ 35.05
Asphalt Cold Process	35.55
Fluid Applied Roof	35.55
Pitch & Asbestos	37.05

Shift Work:

On government mandated shift work starting after 12:00pm and before 4:00am workers shall be paid \$4.00 additional per hour

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman	\$ 23.02
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**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When any Holiday falls on Saturday, the Friday before such Holiday shall be recognized as the legal Holiday. When a Holiday falls on Sunday, it shall be observed the following Monday.

**REGISTERED APPRENTICES**

Wages per hour

Apprentice terms at the following per cent of the Roofer/Waterproofer rate. For Pitch & Asbestos work, an additional \$2.00 must be paid in wages. For Asphalt Cold Process work and Fluid Applied Roof coating, an additional \$0.50 must be paid in the wages.

1st Term	58% + \$3.00
1500 hrs.	

2nd Term	74% + \$3.00
1 yr. and 1500 hrs. as 1st term.	

3rd Term	90%
1 yr. and 1500 hrs. as 2nd term.	

3rd Term complete at 1 yr and 1050 hrs. as 3rd term

Supplemental Benefits per hour worked

1st Term	\$ 18.44
2nd Term	18.87
3rd Term	22.35

1-241

**Sheetmetal Worker**

**02/01/2024**

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**WAGES**

Per hour

07/01/2023

06/01/2024

Additional

+ \$2.50\*

Sheetmetal Worker	\$ 37.73
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(\* ) To be allocated at later date.

All work requiring HAZWOPER Training additional \$1.00 per hour.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 36.64

**OVERTIME PAY**

See ( B,E,E5,Q ) on OVERTIME PAGE

**HOLIDAY**

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

When any holiday falls on 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

6 Month Terms at the following rate:

1st term	\$ 20.84
2nd term	22.61
3rd term	23.50
4th term	24.39
5th term	23.04
6th term	24.20
7th term	26.14
8th term	28.07
9th term	30.00
10th term	31.93

Supplemental Benefits per hour

1st term	\$ 22.65
2nd term	23.26
3rd term	23.57
4th term	24.02
5th term	30.91
6th term	31.37
7th term	32.11
8th term	32.87
9th term	33.63
10th term	34.38

**Sprinkler Fitter**

**02/01/2024**

**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Rensselaer, Saratoga, Schenectady, Warren

**WAGES**

Per hour 07/01/2023

Sprinkler \$ 42.73  
 Fitter

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyperson \$ 26.47

**OVERTIME PAY**

See (B, H) 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
\$ 19.57	\$ 21.74	\$ 23.66	\$ 25.84	\$ 28.01	\$ 30.19	\$ 32.36	\$ 34.53	\$ 36.71	\$ 38.88

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.74	\$ 8.74	\$ 20.32	\$ 20.32	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57

1-669-3

**Teamster - Building** **02/01/2024**

**JOB DESCRIPTION** Teamster - Building

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

**PARTIAL COUNTIES**

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

**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

	07/01/2023	07/01/2024
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Group A	\$ 30.62	\$ 32.13
Group B	30.92	32.43

**SUPPLEMENTAL BENEFITS**

Per hour	07/01/2023	07/01/2024
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Journey person	\$ 28.74	\$ 29.58
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**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

1-294

**Teamster - Heavy&Highway** **02/01/2024**

**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 Worcester.

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	07/01/2023	07/01/2024
Group #1	\$ 37.59	\$ 39.75
Group #2	37.65	39.81
Group #3	37.74	39.90
Group #4	37.87	40.03
Group #5	38.03	40.19

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

All employees who work a single irregular work shift starting between 5pm and 1 am on governmental mandated night shifts shall be paid an additional \$1.50 per hour.

For work bid on or after April 1, 1995, there shall be a 12 month carryover of the last posted rate in effect at the time of the bid.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour:

\$ 28.13	\$28.97
+\$1.00 per* hour worked	+\$1.00 per* hour worked

(\* ) not applicable to paid holidays

**OVERTIME PAY**

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

**HOLIDAY**

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

1-294h/h

**Welder**

**02/01/2024**

**JOB DESCRIPTION** Welder

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour 07/01/2023

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

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

**OVERTIME PAY**  
**HOLIDAY**

1-As Per Trade

## Overtime Codes

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

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

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

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

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

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

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

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

( 29 )      Juneteenth

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

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

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

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

**This Form Must Be Typed**

Submitted By:

(Check Only One)

Contracting Agency

Architect or Engineering Firm

Public Work District Office

Date:

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



**NYSDOL Bureau of Public Work Debarment List 02/09/2024**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO TONDO		449 WEST MOMBASHA 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	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTION	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

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DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028

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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		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		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

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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
DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024

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DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL		ROBBYE BISSEsar		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024

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DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028

**NYSDOL Bureau of Public Work Debarment List 02/09/2024**

**Article 8**

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 MOMBASHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTION	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTING, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

## SECTION 00160

### ADDITIONAL INSTRUCTIONS

#### 00160.01 INSURANCE

In amplification of Section 00752 of the General Conditions – “Insurance, Securities, and Guarantees”, the Contractor shall provide for insurance in accordance with this section.

The successful bidder of this contract agrees to procure and maintain, at their own expense, insurance of the kinds and in the amounts hereafter provided, with insurance companies authorized to do business in the State of New York, covering all operations under this agreement, whether performed by him (the successful bidder) or a subcontractor. Before commencing work on behalf of the Town of Clifton Park, the successful bidder shall furnish Certificates of Insurance that have complied with these requirements. The certificates shall provide for the following coverage:

- a. Coverage shall not be canceled or reduced until (30) days written notice has been given to the Town of Clifton Park. Additionally, the insured shall designate the Town of Clifton Park as “Additional Interests” under any insurance required hereunder.
- b. Underwriters will have no rights of recovery or subrogation against the Town of Clifton Park, it being the intention of the parties that the insurance policies so effected shall protect both parties.
- c. The insurance company(ies) issuing the policy(ies) shall have no recourse against the Town of Clifton Park for payment of any premiums or assessments under any form of the policy.
- d. Any and all deductible and self-insurance retentions in the above described insurance policies shall be assumed by and at the risk of the successful bidder in the amount as indicated in such policies.
- e. The kinds and amount of insurance required are as follows:
  1. Commercial General Liability insurance with minimum limits of \$1,000,000.00 per occurrence subject to a \$2,000,000 annual aggregate. Coverage shall include bodily injury, property damage, personal injury and blanket contractual liability. The Town of Clifton Park shall be named “Additional Insureds”.
  2. Automobile Liability with minimum limits of \$1,000,000.00 each accident. Coverage shall provide for any vicarious liability of the Town of Clifton Park

## SECTION 00160

### ADDITIONAL INSTRUCTIONS

#### 00160.01 INSURANCE – Continued

and be applicable to all owned, non-owned, hired, borrowed or temporarily used vehicles of the successful bidder.

3. Statutory Workers Compensation, Employer's Liability and New York State Disability in accordance with the Worker's Compensation and Disability Benefits laws of the State of New York.

- f. The additional named insured pursuant to article 00752.03C shall be as follows:

Town of Clifton Park  
Clifton Park Water Authority  
Barton & Loguidice, D.P.C.

#### 00160.02 ENGINEER'S FIELD OFFICE TRAILER

The Bidder's attention is called to Section 01590. The provisions of this Section are hereby waived. An Engineer's Office is not required for this project.

#### 00160.03 ESTIMATED QUANTITIES

The Contractor is to base their lump sum bid on the dimensions and limits indicated in the Contract Documents. Estimated quantities and respective item numbers have been provided for estimating purposes.

#### 00160.04 PROGRESS REPORTS AND ESTIMATES

The provisions of Section 00759.05 of the General Conditions – "Monthly Estimates and Payments" is modified to state that a monthly progress report and progress estimate shall be completed by the Contractor.

#### 00160.05 SCHEDULE OF VALUES

At the pre-construction meeting, the Contractor shall provide the Engineer and Owner with a Schedule of Values for all work to be performed under this contract, to be utilized by the Contractor and Engineer as a guide for determining percentage of work completed. The sum of the schedule of values shall equal the Contractor's Total Lump Sum Bid Price.

## SECTION 00160

### ADDITIONAL INSTRUCTIONS

#### 00160.05 SCHEDULE OF VALUES - Continued

The provisions of Section 00756.04 of the General Conditions – "Approved Work Schedules" are modified to state that the Contractor shall provide the proposed work schedule to the Engineer and Owner at the pre-construction meeting.

#### 00160.06 SALES TAX EXEMPTION

In amplification of Article 00755.04, Bidders are advised of the following:

Purchases by the Town of Clifton Park are not subject to any Federal, State or City Sales Tax. Exemption certificates will be executed upon request.

#### 00160.07 POWER OF ATTORNEY

Attorneys-in-fact who sign Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

#### 00160.08 LAWS & REGULATIONS

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

#### 00160.09 CONTRACT DRAWINGS

In amplification of Article 00761.03, it should also be noted that the provisions of any applicable New York State Department of Transportation Standards Sheets, with current additions and modifications, are considered a part of the Contract Documents, except as modified in this proposal and on the Contract Drawings.

#### 00160.10 SPECIFICATIONS FOR CONTRACT

The Specifications covering work on this Contract are the General Requirements and Specifications enclosed herein and the "New York State Department of Transportation Standard Specifications, Construction and Materials" of January 1, 2024 with current additions and modifications.

## SECTION 00160

### ADDITIONAL INSTRUCTIONS

#### 00160.10 SPECIFICATIONS FOR CONTRACT – Continued

When references are made in these Specifications to the "New York State Department of Transportation Standard Specifications, Construction and Materials" of January 1, 2024, and terms in these Specifications refer to the State, Department, Commissioner, Executive Deputy Commissioner, Comptroller, Division, Bureau Regional Director, or Chief Engineer, it shall be assumed that the Owner is implied; reference to the Engineer or Inspector shall mean that the Engineer representing the Owner is implied.

The Specifications, Plans and Contract Documents provided by the Owner shall govern over those of other agencies but where the method of work, requirement of materials, and method of payment are not included in the Contract Documents provided by the Owner, the "New York State Department of Transportation Standard Specifications, Construction and Materials" of January 1, 2024, and any modifications and addenda, mentioned above shall govern.

The "New York State Department of Transportation Standard Specifications, Construction and Materials" of January 1, 2024, and all modifications and addendums may be obtained online from NYSDOT's website, [www.dot.ny.gov](http://www.dot.ny.gov).

#### 00160.11 SPECIAL CONDITIONS

- A. The Contractor shall maintain at all times a safe and adequate ingress and egress to and from all residences and private and public places of business for both vehicular and pedestrian traffic.
- B. Under this Contract, the Engineer will include in the Monthly Estimate the delivered cost of equipment and nonperishable materials in accordance with Article 00759.05.
- C. In amplification of and amendment to Article 01051.01, all layout of work to construct/install the items of work for which he is responsible (as specified in the Bid Documents) will be performed by the Contractor as specified in Section 634 of the "New York State Department of Transportation Standard Specifications, Construction and Materials" of January 1, 2024 with current additions and modifications.

SECTION 00160

ADDITIONAL INSTRUCTIONS

00160.12 PAYROLL RECORDS

The Contractor and any subcontractors shall submit weekly to the Engineer, payroll records which shall cover all days from the commencement of construction to the date of completion.

00160.13 SUBCONTRACTS

In amplification of Section 00758, the 50% limit of subcontracts value shall be strictly enforced. Any Contractor exceeding this limit without written approval from the Owner shall be considered in violation of this Contract.

00160.14 PROJECT SIGN

The Bidder's attention is called to Section 01580. The provisions of this Section are hereby waived. A sign is not required for this project.

00160.15 MODIFICATIONS TO THE GENERAL CONDITIONS

The following additions and amplifications are made herein to the General Conditions:

00750.01 DEFINITIONS OF WORDS AND TERMS

**BOND OR PERFORMANCE BOND:** the guarantee signed by the Surety, acceptable to the owner, that the Contractor will complete all the work as required by the Contract.

**LABOR & MATERIALS PAYMENT BOND:** the guarantee, signed by the Surety, acceptable to the owner, that the Contractor will pay for all Labor and Materials required by the Contract.

**SPECIFICATION:** *Add the following to the end of paragraph 1:*

The term specifications shall include manufacturer's description of quality and function of materials and owner modifications or alternations thereof.

**WRITTEN NOTICE:** *Add the following to the end of paragraph 1:*

Communications mailed to the owner shall be specifically directed to the Town of Clifton Park, Clifton Park Town Hall, 1 Town Hall Plaza, Clifton Park, NY 12065.

## SECTION 00160

### ADDITIONAL INSTRUCTIONS

AS SHOWN, AS SHOWN ON THE PLANS: words referring to lines, numbers, symbols, or statements, or combinations thereof, on the Contract Documents, unless meaning is specifically stated.

APPROVED EQUAL, EQUAL: in the Contract Documents or Contract Drawings wherever brand names are specified and followed by the phrase “or approved equal”, this phrase shall be modified to read “or equal” of equal quality and materials.

#### 00751.01 RESPONSIBILITY OF THE ENGINEER

*The last sentence of the first paragraph of Section A. Observation of the Work, is modified to:*

The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required within the discretion of the Engineer to make their observations and construction review.

*The first paragraph of section C. Engineer’s Decisions is modified to:*

C. Engineer’s Decisions: All claims of the Owner or Contractor shall be presented to the Engineer for decision which shall be final. In cases where time and/or financial considerations are involved, the parties may reserve their rights until a final determination of the issue or issues in dispute. The Contractor, however, on orders from the owner shall continue the work as per the plans and specifications.

#### 00752.01 GUARANTEES, PERFORMANCE BONDS, LABOR AND MATERIALS PAYMENT BONDS AND GUARANTEES

*Paragraph 1 is modified to:*

The Contractor shall furnish Performance and Labor and Material Payment Bonds each in an amount not less than the full amount of the accepted bid. The Performance Bond shall guarantee faithful performance of the work in compliance with all Contract Documents. The Labor and Materials Payment Bonds shall guarantee the payment of all persons performing labor or furnishing materials in connection therewith. The Bonds shall be in a form and substance approved by the Owner and dated the same as the executed Agreement. The Surety company or companies shall be designated by the Contractor, and approved by the Owner, and shall be authorized to transact business in New York State, and if this is a Federally aided project, shall appear on the U.S. Treasury

## SECTION 00160

### ADDITIONAL INSTRUCTIONS

Department's most current list (Circular 570 as amended). The premium for these Bonds shall be paid by the Contractor and shall be included as part of their Bid. An Attorney-in fact who signs Performance or Labor and Materials Payment Bonds shall file each Bond or copy thereof a certified copy of their Power-of-Attorney to sign such Bonds.

*Paragraph 3 is modified to:*

The Owner reserves the right to order or approve additions to, omissions from, or changes in the work without notice to the Surety. Such Surety will waive notice in writing upon posting the said Bond.

*Paragraph 4 is modified to:*

The Contractor guarantees all the work, materials and equipment called for in the Contract against defects in materials or workmanship for a period of twelve months following the date of the Notice of Substantial Completion. Under this guarantee, the Contractor shall make good, at their own expense and without delay, any failure of any part due to poor or faulty materials, construction or installation, or to the failure of any equipment to satisfactorily perform the work required of it by the Specifications. The Contractor shall also make good or remediate any damage to any part of the Project, the environment or other property of the Owner caused by such failure.

#### 00752.03 CONTRACTOR'S INSURANCE

*The following shall be added to the end of paragraph 1:*

All policies of insurance shall obtain a waiver of any claim against the Owner based on an allegation of impairment of the carrier's right of subrogation to institute actions against third parties.

#### 00753.04 CONTRACTOR'S OBLIGATIONS

*The following shall be added to the end of paragraph 1:*

In the event of Contractor's failure to comply with the Engineers Order, the Owner without any liability or penalty may cancel this contract and terminate the work of the Contractor. At the time of such termination, the Contractor will reimburse the Owner for any loss or for any additional completion costs less any sums done to the Contractor

SECTION 00160

ADDITIONAL INSTRUCTIONS

for work, labor and services due Contractor for work performed up to the date of termination.

00754.02           COMPETENCY & CHARACTER OF EMPLOYEES

*The following shall be added to the end of paragraph 1:*

Where the work requires a license of the person performing the work, the Contactor shall verify the licensure of the person so performing the work and shall maintain the Contractor's records a photocopy of said license. In the absence of such photocopy the Contractor shall supply the Owner with the following information about the person performing the work:

- a)     Name
- b)     Type of license held
- c)     Date of Expiration
- d)     Name and address of the licensor and the name and title of the person issuing the license

The furnishing of the above information shall be considered "evidence of licensure" until the actual photocopy of the license is in the hands of the Owner or within a period of three (3) weeks from commencement of the work, whichever first occurs.

00755.04           TAXES

*The following shall be added at the end of paragraph 1:*

The Owner is exempt from New York State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Said taxes should not be included in the Contract Price.

The Owner is exempt from payment of Sales and Compensating Use Taxes of the State of New York and of its cities and counties on all materials and supplies sold to the OWNER pursuant to the provisions of this Contract. Those tools, machinery, and equipment or other property leased by or to the Contractor or a Subcontractor, or supplies and materials which even though they are consumed, are not incorporated into the completed project are not tax exempt. The Contractor and their Subcontractors shall be responsible to pay all applicable taxes, including Sales and Compensating Use Taxes, on

SECTION 00160

ADDITIONAL INSTRUCTIONS

such leased tools, machinery, and equipment, or other property and upon all such unincorporated supplies and materials.

00756.01 COMMENCEMENT AND COMPLETION

*The following shall be added to the end of paragraph 1:*

Time being of the essence.

00757.04 CORRECTION OF WORK

*Paragraph 1 shall be modified to:*

Any materials, plant or equipment delivered to the Site for use in the work which may be disapproved by the Engineer as unsuitable, or not in keeping with the Specifications or conditions of any permit or Law, shall be immediately removed by the Contractor from the Site.

00758.01 SUBCONTRACTS

*Paragraph 2 shall be modified to:*

The proposed Subcontractor shall not enter upon the Site nor perform any work, either on or off the Site, until written approval of the Subcontractor has been granted by the Engineer and the Surety and the Subcontractor has signed acknowledgement that he will be bound by the provisions of the Contract relating to the Subcontractor's portion of the work. Subcontractor acknowledges that upon payment by the Owner to the Contractor for all work performed which includes the Subcontractor's work, such payment by the Owner shall render any lien filed by the Subcontractor as Null and Void and the filing of such lien by the Subcontractor shall be deemed a slander of title by the Subcontractor.

00759.06 WITHDRAWAL OF RETAINED PERCENTAGE

*The following shall be added to the end of paragraph 1:*

As to Bond posted by Contractor to invade "holdback fund", add provision that such Bonds are "Payable on Demand"

SECTION 00160

ADDITIONAL INSTRUCTIONS

00759.16 PAYMENT TO SUB-CONTRACTORS BY CONTRACTOR

*The following shall be added to the end of paragraph 1:*

Payments made by the Owner to the Contractor shall be deemed Trust Funds in the hands of the Contractor and subject to all provisions of the Lien Law of the State of New York

*The following shall be added to the end of Section 00759.16:*

Simultaneously with the payment by Owner to the Contractor, the Contractor shall deliver a waiver of Lien in accordance with Section 34 of the Lien Law of the State of New York.

00761.01 INTENT OF PLANS AND SPECIFICATIONS

*Paragraph 4, Item "o" is modified to:*

o) provide all fences, bridges, fills and signs (as specified on the contract plans) for maintenance of travel in public ways.

00160.16 PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be held after award of the Contract, but prior to commencement of construction, at the office of the owner, and the Contractor shall have an authorized representative of their firm present at this meeting.

00160.17 CONTRACTOR'S FIELD OFFICE & STAGING AREA

The Bidder's attention is called to Section 00754.03. The provisions of this Section are hereby waived. The Contractor is not required to furnish and maintain a field office for this project.

The Bidder's attention is called to Section 01015. The Contractor may use the Owner's property, within the project limits, for staging of work and storage of equipment and supplies. Should the Contractor wish to use any adjacent private properties for such operations, all negotiations and agreements for use of the lands shall be the responsibility of the Contractor and the Property Owner. The Owner (Town of Clifton Park) will not be involved in any way in the negotiations or agreements between the Contractor and the adjacent Property Owners. The Contractor is solely responsible for the security and protection of their supplies and equipment.

## SECTION 00160

### ADDITIONAL INSTRUCTIONS

#### 00160.18 CLEAN UP

The Contractor shall remove and dispose of all construction and demolition debris from the site and leave the site in a neat condition. Contractor shall thoroughly clean the work and leave in new condition.

#### 00160.19 PROTECTION AND RESTORATION OF ADJACENT LANDS

The Contractor shall perform all work with care so as not to damage any private property (mailboxes, fences, plantings, driveways, etc.) during construction. Any private property damaged by the Contractor's operations during construction shall be repaired or replaced in kind, at no additional cost to the property owner or the Town.

#### 00160.20 INSPECTION AND TESTING

It is the intent of the Specifications that materials of construction shall be obtained from approved sources and suppliers of the New York State Department of Transportation.

It is assumed that additional testing in the field or a laboratory will not be required with this contract.

Tests made by this agency are acceptable to the Owner. This shall in no way preclude the Owner from requiring retesting or additional tests if in the opinion of the Engineer it is in the best interests of the Owner to do so.

#### 00160.21 PERMITS

The following permits have been obtained for this project. The Contractor shall abide by all conditions of these permits. The Town will submit notification paperwork to the agencies.

- USACOE Nationwide Permits (NWP) Number 3 – Permit Application No. NAN-2024-00027-UCA: (Town has already obtained this permit, see Attachment 00160 – B for paperwork)
- NYSDEC Permit # 5-4124-00430/00001 (SD, FW) – The Town has already obtained this permit
  - Note: The Contractor will be required to post the Permit Sign in a conspicuous location on the worksite and adequately protect the sign from the weather. See Attachment 00160 – B and plans for additional requirements.

SECTION 00160

ADDITIONAL INSTRUCTIONS

- NYSDOT Highway Work Permit (PERM 33) – The Contractor will be required to obtain PERM 33 before installing and implementing the work zone traffic control detour package. The Contractor will be required to provide additional pieces of the permit prior to submission, including but not limited to certificates of insurance, performance bond, payment bond, etc. – see partially complete template included in Attachment 00160 – B. The Town has previously coordinated with the NYSDOT regarding this permit.

00160.22 SPECIAL NOTES

The following Special Notes attached hereto on the following pages shall be incorporated into the Contract Documents.

END OF SECTION

**ATTACHMENTS TO SECTION 00160**

**ATTACHMENT 00160 - A**

**SPECIAL NOTES**

## SPECIAL NOTE

### EMERGENCY CONTACTS

The Contractor shall employ, for the duration of the Contract, a telephone answering service to meet the requirements stated in Standard Specification Section 107-05.

The answering service shall be equipped to receive calls on a 24-hour basis and promptly contact contractor personnel with the authority and capability to mobilize forces to respond to an emergency.

The following action shall be taken after an emergency call is received.

A. During Normal Work Hours:

1. The Contractor's responsible person shall respond to the person or agency that initiated the call within 20 minutes from the time his answering service received it.
2. Immediately following the return call to the initiator, he should contact the Engineer advising of the situation and what action he plans to take. If the Engineer is not reachable, he should leave a message on the Engineer's answering machine and contact the Town of Clifton Park at (518) 371-7310 with the same information.
3. The Contractor shall respond to the emergency and make the follow-up confirmatory calls as directed by the Engineer or the Town.

B. During Non-Working Hours:

1. The Contractor's responsible person shall respond to the person or agency that initiated the call within 20 minutes from the time his answering service received it. If the call initiated from a person or agency other than the Town of Clifton Park, immediately notify the Engineer of the situation and the action he plans to take.
2. If work is required at the project site, the Contractor's responsible person shall be at the site within one hour from the time of the initiator's original call.
3. Follow-up call within two hours of the original call shall be made to the original caller and to the Engineer's answering service advising of the status of the emergency and the actions taken.

## SPECIAL NOTE

### **PG BINDER AND MIX DESIGN LEVEL**

Requirements of this note apply to all Section 404 Asphalt Pavement items in this contract, except for shim, permeable base, temporary pavements, and miscellaneous, which may use non-modified PG binders such as PG 64S-22 and PG 64H-22.

#### **PG BINDER**

Use polymer or Terminal Blend Crumb Rubber modified **PG 64V-22** (Very High) meeting the requirements of AASHTO M 332, *Standard Specification for Performance Graded Asphalt Binder using Multiple Stress Creep Recovery (MSCR)*, for the production of asphalt mixtures for this project. In addition, the binder grade must also meet the **elastomeric** properties as indicated by one of the following equations for %R<sub>3.2</sub>:

1. For  $J_{nr3.2} \geq 0.1$ ,  $\%R_{3.2} > 29.371 * J_{nr3.2}^{-0.2633}$
2. For  $J_{nr3.2} < 0.1$ ,  $\%R_{3.2} > 55$

Where:

R<sub>3.2</sub> is % recovery at 3.2 kPa

J<sub>nr3.2</sub> is the average non-recoverable creep compliance at 3.2 kPa

When terminal blend CRM PG binder is used, the following shall apply:

- Crumb rubber particles shall be finer than #30 sieve size.
- The CRM PG binder shall be storage-stable and homogeneous.
- The Dynamic Shear Rheometer (DSR) shall be set at 2-mm gap.
- The CRM PG binder shall be 99% free of particles retained on the 600 µm sieve as tested in accordance with Section 5.4 of M 332.

Use of polyphosphoric acid (PPA) to modify the PG binder properties is prohibited for mixtures under this contract. This prohibition also applies to the use of PPA as a cross-linking agent for polymer modification.

#### **MIX DESIGN**

The mixture designs must be developed in accordance with the criteria specified in the asphalt pavement items that are appropriate for the Mixture Design Level of **50 Gyration**s.

**Note:** The PG binder for this project will be modified with polymer or CRM additives to meet the requirements stated above. Handling of the asphalt mixture shall be discussed at pre-construction and pre-paving meetings.

**ATTACHMENT 00160 – B**

**PERMITS**

# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 5  
232 Golf Course Road, Warrensburg, NY 12885  
P: (518) 623-1282 | F: (518) 623-3603  
www.dec.ny.gov

November 20, 2023

Phil Barrett  
Town of Clifton Park  
One Town Hall Plaza  
Clifton Park, NY 12065

**Re: DEC Permit # 5-4124-00430/00001 (SD, FW)  
Bruno Rd. Culvert Replacement over the Dwaas Kill  
Clifton Park (T), Saratoga (Co.)**

Dear Permittee:

Enclosed is the New York State Department of Environmental Conservation (DEC) permit authorization for the above referenced project, issued in accordance with the applicable provisions of the Environmental Conservation Law (ECL). This permit is valid only for the activity expressly authorized. Work beyond the scope of the permit will be considered as work without a permit. Failure to comply with these terms may be treated as a violation of the ECL. Work done under this permit is subject to inspection by DEC staff. This permit does not eliminate the need to obtain approvals required from other agencies including the U.S. Army Corps of Engineers (USACE).

Please review all conditions of the permit, including the natural resources permit conditions, which are intended to minimize the environmental disturbance associated with your project. **Please make note of the prohibition period for trout, prohibiting all instream work beginning October 1<sup>st</sup> and ending May 31<sup>st</sup>.** It is the responsibility of the permittee and their agent to read and comply with all permit conditions and referenced plans. If you have any questions regarding the terms and conditions of the permit, please contact Amanda Vescovi of our Bureau of Ecosystem Health at [amanda.vescovi@dec.ny.gov](mailto:amanda.vescovi@dec.ny.gov).

DEC staff also reviewed the Section 401 Water Quality Certification (WQC) request submitted as part of this permit application. Based on the information provided, the project will likely be authorized under USACE Section 404 of the Clean Water Act (CWA) pursuant to Nationwide Permit (NWP) # 3 (Maintenance) and meets the conditions of the DEC Blanket WQC. No further authorization under Section 401 of the CWA is required from DEC, provided that the USACE concurs with your request for Section 404 Nationwide Permit coverage.

If the USACE subsequently determines that a different NWP or an individual Section 404 permit is required for this project, the DEC Section 401 WQC determination will not apply and a new determination must be requested.

Phil Barrett  
Page 2  
November 20, 2023

Please submit the *“Notice to Initiate Project Construction”* form to the Bureau of Ecosystem Health personnel listed on the bottom of the form at least 72 hours prior to the start of any construction activities.

Sincerely,



Beth A. Magee  
Deputy Regional Permit Administrator

Digitally signed by  
Beth A. Magee  
Date: 2023.11.21  
11:51:54 -05'00'

Enclosures

ec w/enc.: Amanda Vescovi – DEC  
Lt. Matthew Clemens – DEC  
Christina Campo – USACE  
Johanna Duffy – Barton & Loguidice, D.P.C.



**PERMIT**  
**Under the Environmental Conservation Law (ECL)**

**Permittee and Facility Information**

**Permit Issued To:**

TOWN OF CLIFTON PARK  
1 TOWN HALL PLZ  
CLIFTON PARK, NY 12065  
(518) 371-6851

**Facility:**

Bruno Rd Culvert  
Bruno Rd over trib to Dwaas Kill  
Clifton Park, NY 12065

**Facility Location:** in CLIFTON PARK in SARATOGA COUNTY

**Facility Principal Reference Point:** NYTM-E: 597.819      NYTM-N: 4748.315  
Latitude: 42°52'52.2" Longitude: 73°48'07.9"

**Project Location:** Bruno Rd. over Trib. to Dwaas Kill

**Authorized Activity:** This permit authorizes the replacement of the existing 36" PVC culvert pipe with an 8' L x 13' W x 3' H four-sided pre-cast concrete box culvert. The existing 24" galvanized access road culvert pipe immediately downstream of the Bruno Rd. culvert will also be replaced with a 45" diameter reinforced concrete elliptical pipe with reinforced concrete end sections. The project will result in approx. 395.0 S.F. of temporary disturbance and 707.0 S.F. of permanent disturbance to designated R-33 Class 2 wetlands, and approx. 6,650 S.F. (0.15 total acres) of temporary adjacent area disturbance. The project will result in 1,084.0 S.F. of permanent stream disturbance and 305.0 S.F. of temporary disturbance to the tributary of the Dwaaskill, a Class C(T) stream. All work shall be performed in accordance with the approved plans referenced in, and made a part of, this permit.

**Permit Authorizations**

**Freshwater Wetlands - Under Article 24**

Permit ID 5-4124-00430/00001 (DEC ID 5-4124-00430)  
New Permit      Effective Date: 11/20/2023      Expiration Date: 11/19/2028

**Stream Disturbance - Under Article 15, Title 5**

Permit ID 5-4124-00430/00003  
New Permit      Effective Date: 11/20/2023      Expiration Date: 11/19/2028

**NYSDEC Approval**

**By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.**



Permit Administrator: BETH A MAGEE, Deputy Regional Permit Administrator  
Address: NYSDEC Region 5 Warrensburg Sub-Office  
232 Golf Course Rd  
Warrensburg, NY 12885

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

*Beth A. Magee*

Digitally signed by  
Beth A. Magee  
Date: 2023.11.21  
11:50:05 -05'00'

Date 11 / 21 / 23

## Permit Components

NATURAL RESOURCE PERMIT CONDITIONS

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

### NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: FRESHWATER WETLANDS; STREAM DISTURBANCE

- 1. Prohibition Period for Trout** All instream work, as well as any work that may result in the suspension of sediment, is prohibited during the trout spawning and incubation period commencing October 1 and ending May 31, unless project-specific authorization is granted.
- 2. Conformance With Plans** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by Barton & Loguidice, dated 12/19/2022; revised 6/15/2023..
- 3. Notice of Intent to Commence Work** The permittee shall submit a Notice of Intent to Commence Work to the Bureau of Ecosystem Health at least 72 hours in advance of the time of commencement and shall also notify them promptly in writing of the completion of work.
- 4. Post Permit Sign** The permit sign enclosed with this permit shall be posted in a conspicuous location on the worksite and adequately protected from the weather.
- 5. Precautions Against Contamination of Waters** All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.
- 6. No Equipment in the Water** Heavy equipment operation in the water is prohibited. With backhoes and similar heavy equipment, the bucket may enter the water.
- 7. Concrete Leachate** During construction, no wet or fresh concrete or leachate shall be allowed to escape into any wetlands or waters of New York State, nor shall washings from ready-mixed concrete trucks, mixers, or other devices be allowed to enter any wetland or waters. Only watertight or waterproof forms shall be used. Wet concrete shall not be poured to displace water within the forms.



**8. Use Watertight, Waterproof Forms** Only watertight or waterproof forms shall be used. Wet concrete shall not be poured to displace water within the forms.

**9. Maintain Water Flow During Work** During periods of work activity, flow immediately downstream of the work site shall equal flow immediately upstream of the work area.

**10. Turbid Discharges** Visibly turbid discharges from land clearing, grading or excavation activities, or de-watering operations shall not enter the stream, navigable water, or wetland. Prior to entry into stream, navigable water or wetland, any such discharge shall be:

- a. retained in an appropriately maintained upland settling basin;
- b. filtered through crushed stone, sand, straw bales, silt screening (maximum opening size of U.S. Sieve Number 20), etc.; or,
- c. directed to a grassy upland area a sufficient distance from the stream to prevent change in turbidity of the receiving water.

**11. Siltation Prevention Measures** Siltation prevention measures, such as silt fencing, sediment traps or settling basins, shall be installed and maintained during the project, to prevent movement of silt and turbid waters from the project site into any watercourse, stream, water body or wetland.

**12. Clearing of Vegetation** Clearing of natural vegetation shall be limited to that material which poses a hazard or a hindrance to the construction activity.

**13. Install and Maintain Erosion Controls** Staked hay or straw bales or other DEC-approved erosion control measures are to be installed on the downslope edge of any disturbed areas. This barrier to sediments is to be put in place before any disturbance of the ground occurs and is to be maintained in a functional condition until all disturbed land is heavily vegetated.

**14. Materials Removed from Bed and Banks** Any debris or excess materials from construction of this project shall be immediately and completely removed from the bed and banks of all water areas to an appropriate upland area for disposal.

**15. Seed, Mulch Disturbed Areas** All areas of soil disturbance resulting from this project shall be seeded with an appropriate perennial grass, and mulched with straw immediately upon completion of the project, within two days of final grading, or by the expiration of the permit, whichever is first.

**16. Temporary Mulch, Final Seeding** If seeding is impracticable due to the time of year, a temporary mulch shall be applied and final seeding shall be performed at the earliest opportunity when weather conditions favor germination and growth but not more than six months after project completion.

**17. Filter Fabric Around Work Area** All filter fabric (turbidity) curtain weighted across the bottom and suspended at the top by floats shall be positioned to enclose the work site before commencing operations. The curtain shall remain in place and in functional condition during all phases of the operations and remain in place until turbidity inside the curtain no longer exceeds ambient levels.

**18. Sandbags** Sandbags shall be of the filter fabric type, double bagged and individually tied to prevent sand leakage. They shall be placed and removed manually to prevent spillage. Only clean sand, free of debris, silt, fine particles, or other foreign substances shall be used to fill the bags. All bags shall



be filled at an upland site where spillage will not enter the water, and all sand stored on-site shall be surrounded by straw bales or covered with a tarp to prevent erosion of the sand into the water.

**19. Dewatering Within Cofferdam** Dewatering within the coffer(s) shall be performed so as to minimize siltation and turbidity. Water taken from the coffered area will be passed through settling basins, filter material or other accepted devices to prevent the discharge of turbid water into the receiving waterbody. All fish trapped within the cofferdam during the dewatering process shall be returned, alive and unharmed, to the water outside the confines of the cofferdam.

**20. Settling of Sediments Within Cofferdam** The cofferdam shall remain in place until the water clarity in the coffered area matches the open water.

**21. Clean Fill Only** All fill shall consist of clean soil, sand and/or gravel that is free of the following substances: asphalt, slag, flyash, broken concrete, demolition debris, garbage, household refuse, tires, woody materials including tree or landscape debris, and metal objects. The introduction of materials toxic to aquatic life is expressly prohibited.

**22. No Rock From Stream/Lake** No rock for use in construction is to come from the stream or lake bed.

**23. Consolidation of Armor Stone Prohibited** Armor stone may not be consolidated with concrete or by any other means.

**24. Minimum Bridge and Culvert Diameter** The minimum bridge span (abutment to abutment) and culvert diameter or span shall be equal to or greater than 1.25 times the channel bed width. The channel bed width shall be an average width measured at the project location and straight sections of stream upstream and downstream, which are not influenced by structures or representative of unusual channel characteristics. Notwithstanding the aforementioned, all culverts must be designed to meet appropriate hydraulic capacity and structural integrity criteria.

**25. Embed Culvert** All culverts with bottoms, including round culverts, must be installed so that at least 20% of the culvert's vertical height is embedded below the existing stream bed at the outlet end of the culvert. The streambed material that excavated to accommodate culvert placement shall then be spread evenly throughout the bottom of the new culvert. If it is not practical to spread streambed material throughout the entire bottom of the new culvert, material must be spread in the culvert at the inlet and outlet ends gradually up to streambed elevation to promote natural deposition. Culverts with bottoms, including round culverts, shall not be installed if the placement is on bedrock.

**26. Culvert Slope** For streams which have a slope of three percent (3%) or less at the project area, the embedded culvert shall be installed with a zero percent (0%) slope. For streams which have a slope of more than 3% at the project area, a bottomless culvert or bridge must be installed.

**27. Maintain Channel Geometry** The stream channel bed width, depth and bank height immediately upstream and downstream of the project site shall be consistent with the average channel bed width of the stream. There shall be no widening or constriction of the stream channel bed through the road crossing, and no berms shall be constructed on the stream or river banks.



**28. Minimize Adverse Impacts to Wetlands, Wildlife, Water** All work must be performed in a manner which minimizes adverse impacts to wetlands, wildlife, water quality and natural resources.

**29. Invasive Species** To prevent the unintentional introduction or spread of terrestrial and aquatic invasive species, the permittee must ensure that all construction equipment be cleaned of mud, seeds, vegetation and other debris prior to entering any construction area within or immediately adjacent to waters of the state; including state regulated freshwater wetlands and the associated 100 foot adjacent area. Permittee shall also clean equipment of mud, seeds, vegetation and other debris before leaving any construction site known to harbor invasive species. Wash water and debris shall be sufficiently contained or filtered to prevent reintroduction of materials into any state regulated waterbody or wetland.

**30. Stockpile Areas** Excavated materials and/or fill materials shall be stockpiled more than 100 feet landward of the wetland or water body and shall be contained by straw bales or silt fencing to prevent erosion.

**31. Materials Disposed at Upland Site** Any demolition debris, excess construction materials, and/or excess excavated materials shall be immediately and completely disposed of on an approved upland site more than 100 feet from any regulated freshwater wetland. These materials shall be suitably stabilized so as not to re-enter any water body, wetland, or wetland adjacent area.

**32. No Construction Debris in Wetland or Adjacent Area** Any debris or excess material from construction of this project shall be completely removed from the adjacent area (upland) and removed to an approved upland area for disposal. No debris is permitted in wetlands and/or protected buffer areas.

**33. Equipment Storage 100' from Wetland, Water Body** All equipment and machinery shall be stored and safely contained greater than 100 feet landward of the regulated wetland or water body at the end of each work day. This will serve to avoid the inadvertent leakage of deleterious substances into the regulated area.

**34. Wetland Work Limited to Area Shown on Work Plan** Disturbance to the wetland and its regulated adjacent area shall be strictly limited to the work area identified in the work plan.

**35. Fence Wetland Boundary** A snow fence or other temporary, project-limiting fence shall be erected prior to the commencement of any permitted activities along the wetland boundary in order to prevent the inadvertent intrusion of equipment into the protected area. The fence shall be maintained until project completion.

**36. Install Controls as Shown on Plans** Prior to commencement of the activities authorized herein, the permittee shall install securely anchored silt fencing and/or continuous staked straw bales as shown on the plans or drawings referenced in this permit.

**37. Leave Delineation Markers in Place** Markers used by this Department to delineate/define the boundary of the wetland or the extent of the permitted structures shall be left in place and remain undisturbed for one year following completion of the project.



**38. Removal of Temporary Erosion and Sediment Control Measures** Upon the completion of construction activities, all temporary erosion and sediment control measures must be removed from the site and properly disposed or recycled. Before such controls are removed, the site shall be stabilized to the maximum extent practicable. Any soil that is disturbed as a result of the removal of those measures shall be properly stabilized.

**39. Failure to Meet Permit Conditions** Failure of the permittee to meet all the conditions of this permit is a violation of this permit and grounds for an order to immediately cease the permitted activity at the project site.

**40. State May Require Site Restoration** If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may lawfully require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.

**41. State May Order Removal or Alteration of Work** If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.

**42. State Not Liable for Damage** The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

**GENERAL CONDITIONS - Apply to ALL Authorized Permits:**

**1. Facility Inspection by The Department** The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.



A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

**2. Relationship of this Permit to Other Department Orders and Determinations** Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

**3. Applications For Permit Renewals, Modifications or Transfers** The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator  
NYSDEC Region 5 Warrensburg Sub-Office  
232 Golf Course Rd  
Warrensburg, NY12885

**4. Submission of Renewal Application** The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Freshwater Wetlands, Stream Disturbance.

**5. Permit Modifications, Suspensions and Revocations by the Department** The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;
- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

**6. Permit Transfer** Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.



## NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

### **Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification**

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

### **Item B: Permittee's Contractors to Comply with Permit**

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

### **Item C: Permittee Responsible for Obtaining Other Required Permits**

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

### **Item D: No Right to Trespass or Interfere with Riparian Rights**

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

New York State  
Department of Environmental Conservation

 NOTICE 

The Department of Environmental Conservation (DEC) has issued permit(s) pursuant to the Environmental Conservation Law for work being conducted at this site. For further information regarding the nature and extent of work approved and any Departmental conditions on it, contact the Regional Permit Administrator listed below. Please refer to the permit number shown when contacting the DEC.

Regional Permit Administrator

Permit Number 5-4124-00430/00001  
Expiration Date 11/19/2028

*Beth A. Magee*  
Digitally signed by  
Beth A. Magee  
Date: 2023.11.21  
11:50:47 -05'00'

NOTE: This notice is NOT a permit



**NOTICE OF INTENT TO INITIATE PROJECT CONSTRUCTION**

**NOTE: This notice must be mailed or faxed to the appropriate Department of Environmental Conservation Office listed below. Notice must be received by the Department at least 48 hours prior to initiation of construction activities.**

**DEC Permit # 5-4124-00430/00001 (SD, FW)**

**Permittee Name:** Phil Barrett, Town of Clifton Park

**Mailing Address:** One Town Hall Plaza, Clifton Park, NY 12065

**Site Location:** Bruno Rd. over the Dwaas Kill, Town of Clifton Park, Saratoga Co.

**Contact and Telephone Number:** (518) 371-6651 pbarrett@cliftonpark.org

The following information must be completed by the Permittee:

I plan on initiating work on my project on \_\_\_\_\_  
month/day/year

My contractor is: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Please return this form prior to initiating project to:

Amanda Vescovi  
[Amanda.vescovi@dec.ny.gov](mailto:Amanda.vescovi@dec.ny.gov)  
NYS DEC  
Bureau of Ecosystem Health  
232 Golf Course Road  
Warrensburg, NY 12885  
(518) 623-1261  
FAX (518) 623-3603



DEPARTMENT OF THE ARMY  
U.S. Army Corps of Engineers, ATTN: CENAN-OP-RU  
Upstate Regulatory Field Office  
1 Buffington St., Building 10, 3<sup>rd</sup> Fl. North  
Watervliet, New York 12189-4000

REPLY

Upstate New York Section

January 22, 2024

SUBJECT: Permit Application No. NAN-2024-00027-UCA  
By Clifton Park, C/O Phil Barrett  
Town of Clifton Park, Saratoga County, New York

Clifton Park, C/O Phil Barrett  
One Town Hall Plaza  
Clifton Park, NY 12065

Dear Mr. Barrett:

This office has reviewed your Joint Application for Permit dated July 28, 2022, its attachments, and the additional information, dated June 15, 2023, including the drawings prepared by Barton and Logudice, D.P.C., entitled "Town of Clifton Park Bruno Road Culvert Replacement, Saratoga County," sheets 1-23 dated December 2022. The submitted information describes a proposal that would consist of the following:

**The discharge of fill material into waters of the United States to facilitate the replacement of the existing 36" PVC culvert pipe beneath Bruno Road with a 46' L x 13' W x 3'-6" H four-sided pre-cast concrete box culvert. Scour protection will be provided by a precast concrete cutoff wall at the inlet and outlet apron slabs along with stone fill. In addition, the existing 24" galvanized access road culvert pipe immediately downstream of the Bruno Road culvert will be replaced with a 45" diameter and 28'-2" long reinforced concrete elliptical pipe with reinforced concrete end sections. Scour protection will be provided by precast concrete cutoff walls at the inlet and outlet end sections. The temporary impacts to both the primary and secondary stream channels are 68 linear feet (305 square feet). The permanent impacts to both the primary and secondary stream channels are 105 linear feet (1,084 square feet). In addition to the stream impacts, 707 square feet of wetlands will be permanently impacted to install the culverts, aprons, cutoff walls and stone at the inlet and outlet of both culverts, and 395 square feet of wetlands would be temporarily impacted for vegetation clearing, temporary cofferdams, and temporary turbidity curtains.**

Based upon the information provided, it appears that your proposed work may be authorized under Department of the Army nationwide general permit number: 3. The nationwide permits are prescribed as a Reissuance of Nationwide Permits in the Federal Register dated February 25, 2022 (86 FR 73522).

The work may be performed without further authorization from this office provided the activity complies with the terms and conditions of the Nationwide Permits (NWP) and the permit conditions listed in Section B, No. 3, Section C, any applicable New York District regional conditions, and any applicable regional conditions added by the State of New York. Please note

PLEASE USE THE ABOVE 18-CHARACTER FILE NUMBER ON ALL CORRESPONDENCE WITH THIS OFFICE

that NWP General Condition No. 12 requires the installation and maintenance of proper soil erosion and sediment controls during construction.

The 2022 Nationwide Permits, including their final regional conditions, water quality certifications, and coastal zone concurrence statements are available at:

<http://www.nan.usace.army.mil/Missions/Regulatory/Nationwide-Permits/>

Please review and familiarize yourself with all relevant terms and conditions of the nationwide permit prior to proceeding with your project, and subsequently ensure you adhere to all conditions through the duration of the project. If you do not have internet access and require a specific paper copy, please contact the undersigned to request one be mailed to you. Please be sure to have your permit application number readily available when you call.

This verification is valid until March 14, 2026, unless the nationwide permit is modified, reissued, or revoked. This verification will remain valid until March 14, 2026, if the activity complies with the terms of any subsequent modifications of the nationwide permit authorization. If the nationwide permits are suspended, revoked, or modified in such a way that the activity would no longer comply with the terms and conditions of a nationwide permit, and the proposed activity has commenced, or is under contract to commence, the permittee shall have 12 months from the date of such action to complete the activity.

Please note that this determination does not eliminate the need to obtain any other Federal, State or local authorizations required by law for the above described work, including any required permit from the NYSDEC.

In order for us to better serve you, please complete our Customer Service Survey located at:

<http://www.nan.usace.army.mil/Missions/Regulatory/CustomerSurvey.aspx>

Any inquiries can be directed to Christina Campo of this office at (518) 266-6373 or [christina.m.campo@usace.army.mil](mailto:christina.m.campo@usace.army.mil).

Sincerely,



Dustin Dorr  
Project Manager  
Upstate New York Section

Enclosure

Cf: NYSDEC Region 5, Warrensburg (DEC 5-4124-00430/00001)  
Johanna Duffy, Barton and Logudice, D.P.C.



REPLY

**DEPARTMENT OF THE ARMY**  
U.S. Army Corps of Engineers, ATTN: CENAN-OP-RU  
Upstate Regulatory Field Office  
1 Buffington St., Building 10, 3<sup>rd</sup> Fl. North  
Watervliet, New York 12189-4000

CENAN-OP-RU

**NATIONWIDE PERMIT COMPLIANCE CERTIFICATION AND REPORT FORM**

Permittee: Clifton Park, C/O Phil Barrett Permit No. NAN-2024-00027-UCA

Date Permit Verification Issued: January 22, 2024

Location: Town of Clifton Park, Saratoga County, New York

Within 30 days of the completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the address at the bottom of this form.

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of said permit, and required mitigation was completed in accordance with the permit conditions.

Date Work Started: \_\_\_\_\_

Date Work Completed: \_\_\_\_\_

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date

Fold this form into thirds, with the bottom third facing outward. Tape it together and mail to the address below  
or **EMAIL TO:** [cenan.rfo@usace.army.mil](mailto:cenan.rfo@usace.army.mil)

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

Place Stamp  
Here

**DEPARTMENT OF THE ARMY**  
U.S. Army Corps of Engineers  
ATTN: CENAN-OP-RU  
Upstate Regulatory Field Office  
1 Buffington St., Bldg. 10, 3<sup>rd</sup> Fl. North  
Watervliet, New York 12189-4000



## Form PERM 33 (September 2023) Highway Work Permit Application for Non-Utility Work

### Instructions and Form

*(For Commercial Driveways, use Form PERM 33-COM)*

#### INSTRUCTIONS FOR COMPLETING THE APPLICATION

##### FRONT OF APPLICATION

Three (3) copies of the entire application, work plans and all other supporting documents must be submitted. At the time of application, certain information relative to fees and deposits may be contingent upon determinations to be made by the Department. In such cases, the information may be left blank and remittance withheld until a determination is made.

Please complete the following:

- Permittee name, address, phone and email address. Provide joint applicant contact information, if appropriate. If there are additional applicants, attach contact information on a separate sheet.
- Name and phone number(s) of emergency contact person.
- If permit is to be returned to someone other than the applicant, complete this section.
- If the guarantee deposit or bond is to be returned to someone other than applicant, complete this section.
- Estimate the cost of work being performed in the state highway right-of-way and provide this figure.
- Indicate anticipated duration of work to be performed with starting date and ending date.
- Indicate the form of insurance coverage to be provided.
- Give a brief description of the work that is proposed to be done under this permit.
- Indicate whether any overhead and/or underground work (5 foot or greater depth) is included in the proposed work.
- Plans and specifications should accompany this application for any work that involves construction within the state highway right-of-way. Place a check mark on the lines for plans and specifications if they are attached to this application.
- Location of the project should be identified by State Route, highway reference marker(s), and the municipality and county in which work area is located.
- In regard to State Environmental Quality Review (SEQR), indicate the type of action, the name of the Lead Agency, and what date the final determination was made, if available.
- Signature of applicant and date.
- Signature of second applicant, if any, and date.

##### BACK OF APPLICATION

- Check type of work that will be performed.
- In the appropriate column, indicate total amount of permit fees (Include insurance fee for residential work)
- Indicate type of performance security provided (bond, deposit, letter of credit), if required.
- Indicate check number of deposit or bond number.

**RESPONSIBILITIES OF PERMITTEE  
PURSUANT TO NON-UTILITY HIGHWAY WORK PERMITS**

**NOTE: FAILURE TO OBTAIN A PERMIT OR FAILURE TO COMPLY WITH THE TERMS OF A PERMIT MAY RESULT IN THE DEPARTMENT HALTING THE ACTIVITY FOR WHICH A PERMIT IS REQUIRED UNTIL ADEQUATE CORRECTIONS HAVE BEEN MADE.**

**1. LIMITATIONS ON USE:** The specific site identified in this Highway Work Permit, and only that site identified, will be available for use by Permittee only for the purpose stated in this Permit and only on the date(s) and for the duration designated in this permit. This Permit does not authorize any infringement of federal, state or local laws or regulations, is limited to the extent of the authority of NYSDOT and is transferable and assignable only with the written consent of the Commissioner of Transportation. The Commissioner reserves the right to modify fees and to revoke or annul the Permit at any time, at his/her discretion without a hearing or the necessity of showing cause.

**2. CONDITIONS OF USE:** NYSDOT makes no affirmation that the state-owned site used for the work has been designed, constructed, or maintained for the purpose of the conduct of the work. The Permittee assumes full responsibility for planning and conducting a safe and orderly project that does not expose workers or the public to any unreasonable hazards and that involves a minimal disruption of the normal uses of the state and local highway systems. It shall be the sole obligation of the Permittee to determine whether the site is suitable for the purpose of safely conducting the work. The Permittee assumes all responsibility for assuring that the use of the highway/property conforms to applicable requirements of law, including, but not limited to those set forth herein.

**Permittee agrees to assure compliance with New York Labor Law, industrial regulations, and OSHA regulations, and to assure the safety of all workers who will be engaged to do the permitted work.**

**3. INSURANCE COVERAGE:** Permittee must have the insurance that is required for the type and extent of the work being performed.

**Permittee agrees to maintain liability insurance in full force and effect throughout the term of the highway work permit. Expiration of, or lack of, liability insurance automatically terminates the permit.**

To comply with this requirement, an applicant must furnish the Department with one of the following:

- A completed **Certificate of Insurance** evidencing the required types and limits of insurance coverage, with New York State Department of Transportation named as an additional insured on the commercial general liability policy. An industry standard **ACORD 25** form with an **ACORD 855** Addendum is acceptable evidence of the required coverage. Certificate Holder should be indicated as New York State Department of Transportation, with the address of the issuing office.
- A fully executed **Undertaking Agreement** may be provided by Municipalities, Public Utilities, Transportation Corporations, Public Service Corporations or Railroads, as an alternative to providing proof of commercial general liability the insurance.
- **Homeowners** applying for a residential work permit (driveways, improvements or tree work) and performing their own work have the option to pay a **\$25 Insurance Fee**, and waive the requirement to provide insurance coverage. Any contractor doing work on the homeowner's behalf must be listed on the permit and provide satisfactory proof of insurance as set forth below.

See "PERM 33 Submission Package Requirements" on page 4 for more detailed guidance on insurance coverage.

**4. COMPENSATION AND DISABILITY INSURANCE COVERAGE:** Permittee is required to have compensation insurance and disability coverage as noted in the provisions of the Worker's Compensation Law and Acts amendatory thereof for the entire period of the permit, or the permit will be invalid. Applicant must provide proof of coverage (Form C-105.2, U-26.3 or SI-12 for Worker's Compensation, and DB-120.1 or DB-155 for Disability Benefits), or provide proof of exemption from this requirement (Form CE-200).

**5. INDEMNIFICATION:** Permittee agrees that, in addition to any protection afforded to NYSDOT under any available insurance, NYSDOT shall not be liable for any damage or injury to the Permittee, its agents, employees, or to any other person, or to any property, occurring on the site or in any way associated with Permittee's activities or operations; whether undertaken by Permittee's own forces or by contractor or other agents working on Permittee's behalf. To the fullest extent permitted by law, the Permittee agrees to defend, indemnify and hold harmless the State of New York, NYSDOT and their agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of any claim, including but not limited to claims for personal injuries, property damage or wrongful death and/or environmental claims, in any way associated with the Permittee's activities or operations, no matter how caused.

**6. NOTIFICATION:** The following should be notified at the appropriate time as shown below:

- Commissioner of Transportation, through the NYSDOT regional office, one week prior to commencing work.
- Area gas distributors, 72 hours prior to any blasting.
- Utility companies with facilities in work areas, before starting work (in accordance with Industrial Code 53).
- Permission from utility company must be obtained before commencing work affecting the utilities' facilities.
- NYSDOT regional signal maintenance shop, 3 days prior to starting work (traffic signal work).
- NYSDOT regional office, at conclusion of work, and return original copy of permit to Resident Engineer.

**NOTIFICATION FOR ANNUAL PERMITS:** Notify by phone, the Regional or Resident Engineer's Office, one week in advance, each time regular maintenance work is to be performed. In emergencies, notification by phone, fax or email should be made as soon as is practical, no later than the next business day.

**7. SITE CARE AND RESTORATION:** A bond, deposit (bank cashier's check), or a Letter of Credit, in an amount designated by the Department of Transportation, may be required before a permit is issued, in order to guarantee restoration of the site to its original condition. A fully executed Undertaking Agreement may be accepted as an alternative security, where applicable. If the Department is obliged to restore the site to its original condition, the costs to the Department will be deducted from the amount of the permittee's deposit at the conclusion of the work. Costs in excess of the bond/deposit on file will be billed directly to the permittee. If permittee posts a Letter of Credit, the Department may elect to have a contractor restore the site, and issue a draft drawn against the Letter of Credit as payment.

- Anyone working within state highway right-of-way must wear **high visibility apparel** and **hard hat** meeting ANSI Class 2 requirements.
- No unnecessary obstruction is to be left on the pavement or the state highway right-of-way, or in such a position as to block warning signs during non-working hours.
- No work shall be done to obstruct drainage or divert creeks, water courses or sluices onto the state highway right-of-way.
- All false work must be removed and all excavations must be filled in and restored to the satisfaction of the Regional Maintenance Engineer.

**8. COSTS INCURRED BY ISSUANCE OF THIS PERMIT:** All costs beyond the limits of any liability insurance, surety deposits, etc. are the responsibility of the permittee. The State shall be held free of any costs incurred by the issuance of this permit, direct or indirect.

**9. SUBMITTING WORK PLANS:** The applicant will submit three (3) copies of work plans and/or maps as required by the Department. This shall include (but not limited to) such details as: measurements of driveways with relation to nearest property corner; location of existing and proposed poles, guide rail, signal equipment, trees or drainage structures; positions of guys supporting poles; a schedule of the number of poles and feet of excavation necessary for completion of work on the State right-of-way. A description of the proposed method of construction will be included.

- Plan work with future adjustments in mind, as any relocation, replacement or removal of the installation authorized by this permit and made necessary by future highway maintenance, reconstruction or new construction, will be the responsibility of the permittee.
- Driveway plans should be prepared in accordance with NYS DOT POLICY AND STANDARDS FOR ENTRANCES TO STATE HIGHWAYS.
- The permittee must coordinate the work with any State construction being conducted.

**10. TRAFFIC MAINTENANCE:** A plan detailing how the permittee intends to maintain and protect traffic shall be submitted with work plans. Traffic shall be maintained on the highway in a safe manner during working and non-working hours until construction is completed. The permittee is responsible for traffic protection and maintenance, including adequate use of signs, barriers, and flag persons during working and non-working hours until construction is completed. All sketches will be stamped with "MAINTENANCE OF TRAFFIC SHALL BE IN CONFORMANCE WITH THE NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."

**11. COST OF INSPECTION AND SUPERVISION:** Prior to issuance of the Highway Work Permit, the permittee may be required to sign an INSPECTION PAYMENT AGREEMENT FOR HIGHWAY WORK PERMITS (FORM PERM 50) agreeing to the payment of construction inspection charges, based on the number of work days involved. In certain cases, the permittee may also be required to sign a PAYMENT AGREEMENT FOR HIGHWAY WORK PERMITS DESIGN REVIEW (FORM PERM 51) agreeing to design review charges, based on the number of work hours in which Department employees were engaged in design review activity.

**12. SCOPE:**

- **Areas Covered:** Permits issued are for highways, bridges and culverts over which the New York State Department of Transportation has jurisdiction. (Local governments issue permits for highways under their jurisdiction.) Work locations must be approved by the Department.
- **Maintenance:** Unless noted otherwise, applicant shall be fully responsible for the maintenance of all items installed and/or altered as shown on the approved permit plans and documents. Property owners having access to a state highway shall be fully responsible for the maintenance of their driveway in accordance with POLICY AND STANDARDS FOR ENTRANCES TO STATE HIGHWAYS.
- **Work Commencement:** The Permittee shall have a copy of the permit available at the site during the construction period. Work should start within 30 days from validation date of permit or said permit may be revoked.

**13. REPORTING ACCIDENTS:** Permittee is required to report any accidents that occur during the course of the permit work to their insurance company, and to provide the Department with a copy of any such report.

**14. COMPLETION OF PROJECT:** Upon completion of the work within the State highway right-of-way authorized by the work permit, the person and his or its successors in interest shall be responsible for the maintenance and repair of such work or portion of such work as set forth within the Terms and Conditions of the Highway Work Permit.

## PERM 33 Submission Package Requirements

**Submit three (3) copies of the final submission package: Submission package must include the entire PERM 33 with all work plans and supporting documents, including the following (check all that apply):**

	Stamped Final Plans – Submit in PDF file format on CD, with three (3) paper copies (1" = 50'), or as requested
	ACORD 25 - Certificate of Insurance, with NYSDOT named as Additional Insured (See line 3 below).
	ACORD 855 - New York Construction Certificate of Liability Insurance Addendum (See line 3 below).
	PERM 1, 2, 6 or 16 - Undertaking Agreement, if applicable (See line 4 below).
	PERM 36 - Attachment to Highway Work Permit – Consultant Inspection, if applicable
	PERM 44 - Surety Bond – Performance bond in Applicant's name, or deposit (Bank cashier's check required)
	PERM 50 – Inspection/Supervision Payment Agreement, if applicable
	Proof of Worker's Compensation Insurance (Form C-105.2, U-26.3 or SI-12), or proof of exemption (Form CE-200)
	Proof of Disability Benefits Coverage (Form DB-120.1 or DB-155), or proof of exemption (Form CE-200)
	Permit Fee (Include \$25 Insurance Fee for residential operations)
	Other (specify):

### Insurance Requirements

- 1) In most cases, Permittee must provide proof of **Commercial General Liability** insurance coverage with limits of liability not less than **\$1,000,000** per claim/occurrence, unless any of the following circumstances exist, in which case the limits of liability shall not be less than **\$5,000,000** per claim/occurrence:
  - (a) The estimated value of permitted work in state right-of-way is \$250,000 or more (see line 6 below);
  - (b) The permitted work requires or includes the construction, alteration or maintenance of underground features at any depth five feet or more below grade;
  - (c) The permitted work requires or includes the construction, alteration or maintenance of overhead features that include, but are not limited to, traffic signals, overhead sign structures, retaining walls or other grade separation structures.
- 2) Exceptions to the above liability limits include: (a) Annual maintenance permits require limits of liability not less than \$5,000,000 per claim/occurrence; (b) Permits for vegetation control activities require limits of liability not less than \$1,000,000 per claim/occurrence; (c) Residential driveway permits require limits of liability not less than \$500,000 per claim/occurrence; and (d) Adopt-a-Highway permits are exempt.
- 3) **ACORD 25** with **ACORD 855** (New York Construction Addendum) shall be submitted as an acceptable proof of liability coverage. New York State Department of Transportation should be named as Additional Insured and as the Certificate Holder at the address of the issuing office.
- 4) Municipalities, public utilities, public authorities and railroads may elect to provide a fully executed Undertaking Agreement as a substitute for providing proof of insurance coverage, or any other financial security otherwise required.
- 5) Homeowners may pay a \$25 Insurance Fee in lieu of providing proof of insurance, however any contractor performing on behalf of a homeowner and who is named on the permit must provide proof of insurance as outlined above.
- 6) When the estimated cost of work being performed in the right-of-way equals or exceeds \$250,000, Permittee must additionally provide proof of a **Protective Liability (OCP)** insurance policy with a minimum liability limit of \$1,000,000 per occurrence, with New York State Department of Transportation as Named Insured.

**Permittee agrees to maintain liability insurance in full force and effect throughout the term of the highway work permit. Expiration of, or lack of, liability insurance coverage automatically terminates the permit.**

For more information on insurance requirements, go to: [www.dot.ny.gov/permits-insurance](http://www.dot.ny.gov/permits-insurance)

STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION
HIGHWAY WORK PERMIT APPLICATION FOR NON-UTILITY WORK

Application is hereby made for a highway work permit:
Name Dahn Bull
Address One Town Hall Plaza
City Clifton Park State NY Zip 12065
Applicant Phone (518) 371-7310
Applicant Email Address dbull@cliftonpark.org
Emergency Contact Dahn Bull
Emergency Phone (518) 371-7310

For Joint application, name and address of Applicant 2 below:
Name
Address
City State Zip
Applicant 2 Phone ( )
Applicant 2 Email Address

RETURN PERMIT TO: (if different from Permittee)
Name
Address
City State Zip

RETURN DEPOSIT/BOND TO: (if different from Permittee)
Name
Address
City State Zip

DESCRIPTION OF PROPOSED WORK:

The proposed work involves installation of a new precast concrete culvert on Bruno Road. Temporary work zone traffic control signage and variable message boards will be utilized to detour traffic around the work site. Detour duration is approximately 2-3 weeks.

Estimated cost of work being performed in highway right-of-way: \$

Anticipated duration of work: From to (applies to the operations indicated on the reverse side)

WILL OVERHEAD OR UNDERGROUND (5'+) OPERATIONS BE INVOLVED IN THE PROPOSED WORK? YES NO X

ATTACHED: Plans Specifications

LOCATION: State Route: varies Located Between Reference Markers see plans and see plans

City/Town/Village of Clifton Park County of Saratoga

SEQR REVIEW (select one)

[X] Type II [ ] Type I [ ] Unlisted LEAD AGENCY: T/O Clifton Park DATE OF DETERMINATION: 1/20/2022

Insurance (check one): General Liability Insurance Undertaking Insurance Fee (residential operations only)

NOTE: PERMIT IS ISSUED CONTINGENT UPON ALL LOCAL REQUIREMENTS BEING SATISFIED

ACKNOWLEDGMENT: ON BEHALF OF THE APPLICANT, I HEREBY REQUEST A HIGHWAY WORK PERMIT, AND DO ACKNOWLEDGE AND AGREE TO THE RESPONSIBILITIES OF PERMITTEE AND THE OTHER OBLIGATIONS SET FORTH IN THIS PERMIT AND WARRANT COMPLIANCE THEREWITH.

Applicant Signature Date

Applicant 2 Signature Date

Approval recommended by Resident Engineer Res No Date
Approved by Regional Traffic Engineer Reg No Date

Operational Type and Description		Permit Fee	Insurance Fee	Total Fees
<b>DRIVEWAYS</b>				
5a1	Residential Driveway (includes field entrances)	15	25	
5a6	Temporary access road or street	200		
<i>For Commercial Driveways and subdivisions streets, use form PERM 33-COM</i>				
<b>IMPROVEMENTS</b>				
5b1	Residential	15	25	
5b2a	Commercial- Sidewalk, curb paving, drainage, etc.	200		
5b2b	Commercial – Grade, seed, improve land contour, clear brush	100		
5b2c	Commercial – Resurface existing road or driveway	50		
5b2d1	Annual resurfacing of roadways and driveways – PER COUNTY	150		
	Number of counties:			
5b2d2	Annual resurfacing of roadways and driveways – PER REGION	400		
<b>TREE WORK</b>				
5c1	Residential	15	25	
5c2a	Commercial removal or planting	25		
5c2b	Commercial pruning, applying chemicals to stumps	25		
5c3	Vegetation control for advertising signs – PER SIGN	150		
	Number of Signs:			
<b>MISCELLANEOUS CONSTRUCTION AND WORK OPERATIONS</b>				
5d1	Beautify ROW (civic groups only)	N/C		
5d2a	Temporary signs, banners, décor (not-for-profit organizations)	N/C		
X 5d2b	Temporary signs, banners, décor (Other organizations)	25		
5d3	Traffic control signals	500		
5d4	Warning and entrance signs	25		
5d5	Miscellaneous – Requiring substantial review (describe below)	400		
5d6	Miscellaneous (describe below)	25		
<b>OTHER TYPES OF HIGHWAY WORK PERMITS</b>				
6	Encroachment caused by DOT acquisition of property	25		
7a1	Compulsory permit required for demolition requested by DOT	N/C		
7a2	Compulsory permit required for moving requested by DOT	N/C		
7b	Improvement to meet Department standards	N/C		
8	Miscellaneous (describe below)	25		
9	Adopt-a-Highway	N/C		
Description of Miscellaneous Operation:				

PERFORMANCE SECURITY (Select one): Guarantee Deposit - Cash [ ] Performance Bond [ ] Letter of Credit [ ]

Guarantee Deposit Amount: \_\_\_\_\_

Guarantee Deposit Check Number or Bond Number \_\_\_\_\_

(To be completed by NYSDOT issuing office)	
Project Identification Number _____	Highway Work Permit No. _____
State Highway (SH) Number _____	Record ID Number _____

*If the following section of NYS Labor Law applies to the work to be performed under this permit, the application for and acceptance of this permit constitute the applicant's/permittee's agreement confirming the payment of wages as required by such section has been contractually mandated.*

## New York Labor Law § 224-f.

### Workers on excavations.

[Effective September 15, 2023]

**1.** For the purposes of this section:

**a.** “Covered excavation project” shall mean construction work for which a permit may be issued to a contractor or subcontractor of a utility company by the state, a county or a municipality to use, excavate, or open a street. A “covered excavation project” shall exclude construction work for which a permit may be issued to a service provided as defined by subdivision twenty-three of section one thousand twenty-b of the public authorities’ law.

**b.** “Department of jurisdiction” shall mean the department of the state, board or officer in the state, or municipal corporation or commission or board appointed pursuant to law, whose duty it is to issue a permit to a utility company, or its contractors or subcontractors, for a covered excavation project.

**c.** “Fiscal officer” shall mean the commissioner; except for covered excavation projects performed pursuant to a permit issued by a city with a population in excess of one million in which case the “fiscal officer” shall be the comptroller or other analogous officer of such city.

**d.** “Utility company” shall have the same meaning as subdivision twenty-three of section two of the public service law.

**2.** Each contractor or subcontractor to a utility company shall be required to pay not less than the prevailing rate of wage in the same trade or occupation in the locality within the state where such covered excavation project is situated to each laborer, worker, or mechanic in the employ of the contractor or subcontractor to a utility company, performing work on the project in accordance with sections two hundred twenty and two hundred twenty-b of this article. No permit shall be issued for a covered excavation project until an agreement confirming the payment of wages as required by this section has been contractually mandated and filed with the department of jurisdiction, and all permits issued after the effective date of this section shall include therein a copy of this section.

**3.** The enforcement of any covered excavation project pursuant to this section shall be subject to the requirements of sections two hundred twenty, two hundred twenty-a, two hundred twenty-b, two hundred twenty-three and two hundred twenty-four-b of this article and section two hundred twenty-seven of this chapter and within the jurisdiction of the fiscal officer; provided, however, nothing contained in this section shall be deemed to construe any covered excavation project as otherwise being considered public work pursuant to this article.

**4.** The fiscal officer may issue rules and regulations governing the provisions of this section. Any violation of this section shall be grounds for determinations and orders pursuant to section two hundred twenty-b of this article.

SECTION 00301

BIDDER'S CHECKLIST

(All pages of this color to be completed by Bidder PRIOR to Bid Submission)

Bid, Pages 00370-1 to 00370-3: All blanks appropriately filled in ink with both words and figures, and signed where applicable.

Local, State and Federal Requirements: Each of the following forms must be executed:

NON-COLLUSIVE BIDDING CERTIFICATION, Page 00480-1: Requires Bidder's signature.

STATEMENT OF SURETY'S INTENT, Page 00481-1: Requires completion and signature by Surety's Representative.

BID SECURITY, Page 00499-1: Attach Bid Security to page labeled "BID SECURITY" (ATTACH HERE - CERTIFIED CHECK, CASH OR BID BOND).

NOTE: To Bid this Contract, the Bidder must fill in all pages this color.

END OF SECTION

SECTION 00370

BID

**BRUNO ROAD  
CULVERT REPLACEMENT**

TO THE TOWN OF CLIFTON PARK:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for, or incidental to, the construction and completion of the Bruno Road Culvert Replacements project required by and in strict accordance with the applicable provisions of all Contract Documents for the following lump sum price:

**BRUNO ROAD CULVERT REPLACEMENT BID:**

Bruno Road Culvert Replacement

\_\_\_\_\_

\_\_\_\_\_

(Price Written in Words)

\_\_\_\_\_ Dollars

\_\_\_\_\_ Cents

(Price Written in Figures)

SECTION 00370

BID

**BRUNO ROAD  
CULVERT REPLACEMENT**

The signer of this Proposal as Bidder declares that the only person, persons, company or parties interested in the proposal are named in this Proposal; that the Bid is made without any connection with any person making another Bid for the same Contract; that the Bid is in all respects fair and without collusion or fraud; that no officer, agent or employee of the Owner is directly or indirectly interested in the Bid; and that he has carefully examined the annexed form of Contract and Contract Documents.

In accordance with Section 139-d of the State Finance Law, Section 103-d of the General Municipal Law, or Section 2878 of the Public Authorities Law, the Bidder further certifies that: (a) the Bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for Bids; and (b) the contents of the Bid have not been communicated by the Bidder nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid. Section 620 of the Penal Law makes violation of this statute a crime punishable as perjury.

If written notice of the acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within forty-five (45) days after the date of opening of the Bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within five (5) days after the date of such mailing, telegraphing, or delivering of such notice, execute and deliver a contract in the form of Contract attached hereto.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed or delivered:

---

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the Contract Documents.

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Accompanying this Bid, is a Bid security in the form of a certified check\*, cash\*, or a bid bond\* for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars. In case this Bid is accepted by the Owner, and the undersigned shall fail to execute a contract with and give the required bonds to the Owner within five (5) days after the date of a written notice by the Owner to the undersigned so to do, this Bid

SECTION 00370

BID

**BRUNO ROAD  
CULVERT REPLACEMENT**

security shall be forfeited and will be retained by the Owner as liquidated damages.

Dated \_\_\_\_\_, 20\_\_\_\_ \*\* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

Print Name of Signer of Bid \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

\* Cross out designations not applicable.

\*\* Insert bidder's name; if a corporation, give the state of incorporation using the phrase "a corporation organized under the law of"; if a partnership, give the name of the partners, using also the phrase "co-partners trading and doing business under the firm name and style of"; if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

END OF SECTION

SECTION 00480

NON-COLLUSIVE BIDDING CERTIFICATION

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
  - 1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly, disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (b) A bid shall not be considered for award nor shall any award be made where (a) 1., 2., and 3., above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) 1., 2., and 3., above have not been complied with the bid shall not be considered for award nor shall any award to be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee determines that such disclosure was not made for the purpose of restricting competition.
- (c) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph (a) of this certification.
- (d) Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

FIRM: \_\_\_\_\_

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

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

(CORPORATE SEAL IF ANY)

END OF SECTION

SECTION 00481

STATEMENT OF SURETY'S INTENT

To: \_\_\_\_\_

We have reviewed the Bid of \_\_\_\_\_  
(Contractor)

of \_\_\_\_\_  
(Address)

for \_\_\_\_\_  
(Project)

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

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by the Contract.

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

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Surety's Authorized Signature(s)

Attach Power of Attorney

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

END OF SECTION

SECTION 00499

BID SECURITY

(ATTACHED HERE - CERTIFIED CHECK, CASH OR BID BOND)

END OF SECTION

SECTION 00570

AGREEMENT

This CONTRACT, in three (3) copies, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Town of Clifton Park, a municipal corporation, organized and existing under the laws of the State of New York, with its principal office and place of business located at the Clifton Park Town Hall, 1 Town Hall Plaza, Clifton Park, NY 12065 hereinafter designated as "Owner", Party of the First Part,

and \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_

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

hereinafter designated as the Contractor, Party of the Second Part.

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 Party of the First Part for itself and its successors, and the Party of the Second Part for itself, himself or themselves and its successors, his or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract, the Contractor shall furnish all materials and perform all work required to install and complete the Bruno Road Culvert Replacement project in the Town of Clifton Park, Saratoga County, New York.

Article 2. In consideration of the payments to be made as hereinafter provided, and of the performance by the Owner of all matters and things to be performed by the Owner as hereinafter provided, the Contractor agrees, at his 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, and 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 provisions of this Contract and with the instructions, order and directions of the Engineer made in accordance with this Contract.

SECTION 00570

AGREEMENT

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 expense 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 work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for well and 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 proposal hereto attached.

Article 4. CONTRACT DOCUMENTS. The following Documents shall constitute integral parts of the Agreement, the whole to be collectively known and referred to as the Contract: Advertisement For Bids, Information for Bidders, Wage Rates, Additional Instructions, Bid Documents, Agreement, Performance Bond, Labor & Materials Payment Bond, Insurance Certificates, General Conditions, General Requirements, Specifications, 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, Indices, Headings, Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretations of the provisions to which they refer.

Article 5. Contractor agrees to comply with all requirements of the Contract Documents and with all provisions of law and implementing regulations. If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Contract, then the Owner may make use of any or all remedies at law or in equity, or as provided in the Contract 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 this Contract before it was signed by the parties hereto:

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SECTION 00570

AGREEMENT

Article 7. This agreement shall be construed and enforced in accordance with the laws of the State of New York.

Article 8. The Contractor agrees:

- (a) He hereby voluntarily and irrevocably submits himself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this Contract located within the State of New York in which any litigation is brought based on or arising out of this Contract.
- (b) Any litigation brought by the Contractor based on or arising out of this Contract shall be brought only in the Supreme Court of the State of New York within the County in which the Owner is located.
- (c) Any legal process or notice connected with any litigation may be served on the Contractor by United States registered mail, postage pre-paid, addressed to the Contractor at his address stated in this Contract or at the Address stated in this Contract for the furnishing of notices to the Contractor or at the Contractor's last known address, and that service in such manner shall constitute good and valid service of process upon the Contractor.
- (d) The Contractor hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in Subparagraph (c) immediately above, invalid service of process, and that he will duly enter his appearance in any such action.
- (e) This Contract may be presented in court as conclusive evidence of the foregoing agreement.

SECTION 00570

AGREEMENT

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement in three (3) copies the day and year first above written.

TOWN OF CLIFTON PARK \_\_\_\_\_ (OWNER)

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

(Seal)

CONTRACTOR

\_\_\_\_\_

(Seal)

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

SECTION 00570

AGREEMENT

(ACKNOWLEDGMENT OF OFFICER OF OWNER ATTESTING CONTRACT)

State of \_\_\_\_\_ )  
 ) SS:  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he is the \_\_\_\_\_ of the \_\_\_\_\_ described in and which executed the foregoing instrument; that he knows the seal of said Owner; that one of the impressions appearing on said instrument is a true and correct impression of such seal; and that he affixed it thereto and attested the same over his signature by virtue of the authority in him vested.

(ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION)

State of \_\_\_\_\_ )  
 ) SS:  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and 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.





SECTION 00570

AGREEMENT

(Certification of Owner's Attorney)

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

I have examined the foregoing Contract and surety bonds 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 the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

By: \_\_\_\_\_  
Owner's Attorney

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

END OF SECTION

SECTION 00610  
PERFORMANCE BOND

(ATTACH PERFORMANCE BOND HERE)

SECTION 00610

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_(hereinafter called the "Principal")  
and \_\_\_\_\_  
\_\_\_\_\_(hereinafter called the "Surety") are held and firmly bound to the \_\_\_\_\_ (hereinafter called  
the "Owner") in the full and just sum of \_\_\_\_\_  
Dollars (\$\_\_\_\_\_) good and lawful money of the United States of America, for the payment of  
which sum of money, well and truly to be made and done, the Principal binds himself, his heirs,  
executors, administrators and assigns and the Surety binds itself, its successors and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract bearing date on the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the \_\_\_\_\_ for the \_\_\_\_\_  
\_\_\_\_\_ a copy of which Contract is  
annexed to and hereby made part of this bond as though herein set forth in full.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his  
or its representatives or assigns, shall well and faithfully comply with and perform all the terms,  
covenants, and conditions of said Contract or his (their, its) part to be kept and performed and all  
modifications, amendments, additions and alterations thereto that may hereafter be made,  
according to the true intent and meaning of said Contract, including repair and/or replacement of  
defective work and guarantees of maintenance for the periods stated in the Contract, and shall  
fully indemnify and save harmless the Owner from all cost and damage which it may suffer by  
reason of failure so to do, and shall fully reimburse and repay the Owner for all outlay and  
expense which the Owner may incur in making good any such default, and shall protect the said  
Owner against, and pay any and all amounts, damages, costs and judgments which may or shall  
be recovered against said Owner or its officers or agents or which the said Owner may be called  
upon to pay to any person or corporation by reason of any damages arising or growing out of the  
doing of said work, or the repair or maintenance thereof, or the manner of doing the same, or the  
neglect of said Principal, or his (their, its) agents or servants, or the improper performance of  
said work by the said Principal, or his (their, its) agents or servants or the infringement of any  
patent or patent rights by reason of the use of any materials furnished or work done as aforesaid  
or otherwise, then this obligation shall be null and void, otherwise to remain in full force and  
effect;

SECTION 00610

PERFORMANCE BOND

PROVIDED, HOWEVER, the Surety, for value received, hereby stipulates and agrees, if requested to do so by the Owner to fully perform and complete the work mentioned and described in said Contract, pursuant to the terms, conditions, and covenants thereof, if for any cause the Principal fails or neglects to so fully perform and complete such work and the Surety further agrees to commence such work of completion within ten (10) calendar days after written notice thereof from the Owner and to complete such work within ten (10) calendar days from the expiration of the time allowed the Principal in the Contract for the completion thereof; and further

PROVIDED, HOWEVER, the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by an extension of time, modification, omission, addition, or change in or to the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer of any work to be performed or any monies due or to become due thereunder or by the Owner's takeover, use occupancy or operation of any part or all of the work covered by the Contract; and said Surety does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, transfers, takeovers, uses, occupancies or operations, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by or in relation to said Principal.

IN WITNESS WHEREOF, the Principal has hereunto set his (their, its) hand and seal, and the Surety has caused this Instrument to be signed by its \_\_\_\_\_, and its corporate seal to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal

(If Corporation, affix  
Corporate Seal)

By \_\_\_\_\_  
Surety

(If Corporation, affix  
Corporate Seal)

By \_\_\_\_\_

SECTION 00610

PERFORMANCE BOND

(ACKNOWLEDGEMENT BY PRINCIPAL, UNLESS IT BE CORPORATION)

STATE OF )  
 ) SS:  
COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_  
\_\_\_\_\_ to me known and known to me to be the person\_ described in and  
who executed the foregoing Instrument and acknowledged that \_\_he \_\_ executed the same.

\_\_\_\_\_  
Commissioner of Deeds or Notary Public

(ACKNOWLEDGEMENT BY PRINCIPAL, IF A CORPORATION)

STATE OF )  
 ) SS:  
COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_  
\_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that  
he resides in \_\_\_\_\_, that he is the \_\_\_\_\_ of the  
\_\_\_\_\_ the corporation described in and which executed the foregoing  
Instrument; that he knew the seal of said corporation; that the seal affixed to said Instrument was  
such corporate seal; that it was so affixed by order of the Board of Directors of said corporation,  
and that he signed his name thereto by like order.

\_\_\_\_\_  
Commissioner of Deeds or Notary Public

SECTION 00610

PERFORMANCE BOND

(ACKNOWLEDGEMENT BY SURETY COMPANY)

STATE OF )  
 ) SS:  
COUNTY OF )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_  
\_\_\_\_\_to me known, who being by me duly sworn, did depose and say that he resides in  
\_\_\_\_\_, that he is the \_\_\_\_\_ of the \_\_\_\_\_,  
the corporation described in and which executed the within Instrument; that he knows the seal of  
said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so  
affixed by the order of the Board of Directors of said corporation and that he signed his name  
thereto by like order; and that liabilities of said company do not exceed its assets as ascertained  
in the manner provided by the laws of the State of New York.

\_\_\_\_\_  
Commissioner of Deeds or Notary Public

END OF SECTION

SECTION 00620

LABOR & MATERIALS PAYMENT BOND

(ATTACH LABOR & MATERIALS PAYMENT BOND HERE)

SECTION 00650  
CERTIFICATE OF INSURANCE

(ATTACH INSURANCE CERTIFICATES HERE)

## GENERAL CONDITIONS

### SECTION 00750

#### DEFINITIONS OF WORDS & TERMINOLOGY

##### 00750.01 DEFINITIONS OF WORDS AND TERMS

Wherever the following words, or corresponding pronouns are used in this Contract, they shall have the meaning given herein:

**CONTRACT, OR CONTRACT DOCUMENTS:** each of the various documents referred to in the Agreement, both severally and as a whole, including all additions, deletions, modifications and interpretations incorporated therein or appended thereto by or with approval of the Owner prior to the execution of the Contract.

**OWNER:** the party of the first part to this Contract, or any duly authorized agents or officers empowered to act therefor.

**CONTRACTOR:** the party of the second part to this Contract, or the legal representatives or agents appointed by said party for the performance of the work.

**ENGINEER:** the firm of Barton & Loguidice, engaged by the Owner to provide Engineering services in connection with the work of this Contract, or its representatives duly authorized in writing to act therefor.

**SURETY:** the person, persons, firm or corporation who executes the Contractor's Performance Bond and Labor & Materials Payment Bond.

**SUBCONTRACTOR:** any person, other than employee of the Contractor, or any firm or corporation who contracts to act for or in behalf of the Contractor in performing any part of the work in connection with the Contract, exclusive of one who furnishes only materials or equipment.

**PROJECT:** the entire facility or improvement to which the Contract relates.

**SITE:** the area or areas bounded by the property lines shown on the Plans, and other areas that may be similarly designated.

SECTION 00750

DEFINITIONS OF WORDS & TERMINOLOGY

00750.01 DEFINITIONS OF WORDS AND TERMS - Continued

**THE WORK:** all labor, equipment and materials required, either expressly or by implication, to be furnished by the Contractor under this Contract or in connection with Change Orders or Supplemental Agreements thereto.

**SUPPLEMENTAL AGREEMENT:** an alteration or modification of the Contract Documents, made after execution of the Contract and agreed to in writing by the Contractor and the Owner.

**CHANGE ORDER:** a written order from the Owner to the Contractor directing an alteration or modification of the nature, scope or type of the work.

**BOND OR PERFORMANCE BOND:** the guarantee signed by the Surety, that the Contractor will complete all the work as required by the Contract.

**LABOR & MATERIALS PAYMENT BOND:** the guarantee, signed by the Surety, that the Contractor will pay for all Labor and Material required by the Contract.

**SPECIFICATIONS:** also referred to as **DETAIL SPECIFICATIONS** or **TECHNICAL SPECIFICATIONS**. The written directions, requirements, descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work and specifically including Division 1 - Division 16 of the Contract Documents.

**PLANS, DRAWINGS OR CONTRACT DRAWINGS:** only those drawings listed as such in the Contract Documents with all Addenda thereto.

**SHOP DRAWINGS, SETTING DRAWINGS, WORKING DRAWINGS, CONSTRUCTION DRAWINGS:** drawings prepared, or caused to be prepared, by the Contractor, Sub-contractors, or by their equipment or material suppliers in their behalf, including standard or stock equipment drawings, necessary to the performance of the work in addition to the Contract Drawings, or as may be required by the Engineer to be submitted for review.

**ADDITIONAL DRAWINGS, SUPPLEMENTARY DRAWINGS:** drawings, in addition to the Contract Drawings, which may be prepared and issued by the Engineer as part of the instructions to or requests of the Contractor in connection with the work of the Contract or appertaining to changes in the work.

## SECTION 00750

## DEFINITIONS OF WORDS &amp; TERMINOLOGY

## 00750.01 DEFINITIONS OF WORDS AND TERMS - Continued

ADDENDUM, ADDENDA: additional Contract provisions, deletions or changes issued by the Owner prior to the receipt of bids.

WRITTEN NOTICE: all written and authoritatively signed communications required in the normal conduct of the work or required to obtain compliance with the Contract provisions or preserve the rights of any party to the Contract. Written notice shall be considered as served when either delivered in person or deposited in a post-paid wrapper in a regularly maintained U.S. Mailbox and addressed to the person, firm or corporation intended to receive such notice, or to his appropriate agent, to the last business address of such known to the server. If mailed, the period of notice shall run from the time of the postal cancellation. It shall be incumbent upon each party to the Contract, and the Engineer, to advise the other parties to the Contract, and the Engineer, of any change in his business address until completion of the Contract and the expiration of all guarantee periods connected therewith.

DIRECTED, ORDERED, REQUIRED, DESIGNATED, PERMITTED, GRANTED, INSTRUCTED, CONSIDERED NECESSARY, APPROVED, SATISFACTORY, ACCEPTABLE: words referring to action or satisfaction of the Engineer, unless another meaning is specifically stated. The same shall apply to words of like import.

AS SHOWN, AS SHOWN ON THE PLANS: words referring to lines, numbers, or statements, or combinations thereof, on the Contract Drawings, unless another meaning is specifically stated.

ELEVATION: or any abbreviation of the word "elevation", followed by figures, shall refer to the distance in feet above the datum established by the Engineer for the Project.

ACT OF GOD: an earthquake, flood, excessive wind or other unusual natural occurrence. Rain, snow, wind, flood, lightning or other natural phenomenon of normal intensity for the locality shall not be included in the meaning of the term.

APPROVED EQUAL, EQUAL: in the Contract Documents or Contract Drawings wherever brand names are specified and followed by the phrase "or approved equal", this phrase shall be modified to read "or equal".

## SECTION 00750

## DEFINITIONS OF WORDS &amp; TERMINOLOGY

## 00750.02 REFERENCES TO OTHER SPECIFICATIONS AND CODES

References in these Specifications to published specifications and codes of private and governmental technical societies and agencies shall mean the latest specification for the item or operation involved. Abbreviations of these organizations used in these Specifications may include the following:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AGA	American Gas Association
AGCA	Associated General Contractors of America
AGMA	American Gear Manufacturers Association
AISC	American Institute of Steel Construction
AMCA	American Mechanical Contractors Association
ANSI	American National Standards Institute
APWA	American Public Works Association
ARI	American Refrigeration Institute
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration & Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CEMA	Conveyor Equipment Manufacturers Association
CIPRA	Cast-Iron Pipe Research Association
FM	Factory Mutual System
HEI	Heat Exchange Institute
HI	Hydraulics Institute
IEEE	Institute of Electrical and Electronics Engineer
IPCEA	Insulated Powers Cable Electric Association
NAFM	National Association of Fan Manufacturers

## SECTION 00750

## DEFINITIONS OF WORDS &amp; TERMINOLOGY

## 00750.02 REFERENCES TO OTHER SPECIFICATIONS AND CODES - Continued

NBC	National Building Code
NBFPU	National Board of Fire Protection Underwriters
NBCA	National Bituminous Concrete Association
NCPI	National Clay Pipe Institute
NEC	National Electrical Code
NELA	National Electrical Lamp Association
NEMA	National Electrical Manufacturers Association
NETA	National Electrical Testing Association
NFPA	National Fire Protection Association
NSWMA	National Solid Wastes Management Association
NYSDOT	New York State Department of Transportation, Standard Specifications (Construction and Materials)
NYSECC	New York State Energy Conservation Code
OSHA	Occupational, Safety and Health Act
PCA	Portland Cement Association
SAE	Society of Automotive Engineers
SMACNA	Sheet Metal & Air Conditioning Contractors National Association
SSPC	Steel Structures Painting Council
UL	Underwriter Laboratories', Inc.
USEPA	United States Environmental Protection Agency

END OF SECTION

## GENERAL CONDITIONS

### SECTION 00751

#### POWERS AND DUTIES OF ENGINEER

##### 00751.01 RESPONSIBILITY OF THE ENGINEER

The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications and all questions as to the acceptable fulfillment of the Agreement on the part of the Contractor. The duties and responsibilities of the Engineer as set forth herein shall not be extended except through written consent of the Engineer and the Owner.

- A. Observation of the Work: The Engineer will make periodic visits to the site to observe the progress and the quality of the executed work. All materials and each part or detail of the work shall be subject at all times to observation by the Engineer and the Owner, and the Contractor will be held strictly to the intent of the Contract Documents in regard to quality of materials, workmanship, and the diligent execution of the Contract. Observations may be made at the site or at the source of material supply, whether mill, plant or shop. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make his observations and construction review.
- B. Acceptability of Work: The Engineer's decision as to the acceptability or adequacy of the work shall be final and binding upon the Contractor. The Contractor agrees to abide by the Engineer's decision relative to the acceptability of the work.
- C. Engineer's Decisions: All claims of the Owner or the Contractor shall be presented to the Engineer for decision which shall be final except in cases where time and/or financial considerations are involved.
- D. The Engineer shall not be responsible for the Contractors or any Sub-contractor's construction means, methods, controls, techniques, sequences, procedures or construction safety or his failure to complete the work in accordance with the Contract Documents.

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SECTION 00751

POWERS AND DUTIES OF ENGINEER

00751.01 RESPONSIBILITY OF THE ENGINEER - Continued

- E. Oral Agreements: No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceedings of any other waiver or modification.

00751.02 INSPECTION OF WORK

Inspection services, performed by the Engineer pursuant to this Contract, whether of material or work, and whether performed prior to, during or after completion of construction, are performed solely for the purpose of determining general conformity of the work with the Contract Plans and Specifications.

Nothing contained herein shall create, or be deemed to create:

- A) any duty upon the Engineer to supervise the construction procedures and safety procedures followed by any Contractor or Sub-contractor or their respective employees or by any other persons at the job site, or
- B) any liability whatsoever by the Engineer to any employees or any Contractor or Sub-contractor or to any other person.

00751.03 NO WAIVER OF RIGHTS

No inspection or approval by the Owner, the Engineer, or any of their employees, nor any order, measurement or certification by the Engineer, nor payment for, nor acceptance of the whole or any part of the work by the Owner or the Engineer, nor any order of the Owner for payment of money, nor any possession taken by the Owner, nor any extension of time shall operate as a waiver of any provision of the Contract, or of any right to damage herein provided or of any power herein reserved. Neither shall a waiver of any breach of the Contract be construed to be a waiver of any other or subsequent breach. All remedies in the Contract shall be construed

SECTION 00751

POWERS AND DUTIES OF ENGINEER

00751.03 NO WAIVER OF RIGHTS - Continued

as being cumulative, in addition to each and every other remedy herein contained. The Owner shall have any and all legal and equitable remedies and recourse which he would in any case have.

END OF SECTION

## GENERAL CONDITIONS

### SECTION 00752

#### INSURANCE, SECURITIES AND GUARANTEES

##### 00752.01 GUARANTEES, PERFORMANCE BONDS, LABOR AND MATERIALS PAYMENT BONDS AND GUARANTEES

The Contractor shall furnish Performance and Labor and Materials Payment Bonds each in an amount not less than the full amount of the accepted bid. The Performance Bond shall guarantee faithful performance of the work in compliance with all Contract Documents. The Labor and Materials Payment Bonds shall guarantee the payment of all persons performing labor or furnishing materials in connection therewith. The Bonds shall be in a form approved by the Owner and dated the same as the executed Agreement. The Surety company or companies shall be designated by the Contractor and shall be authorized to transact business in New York State, and if this is a Federally aided project, shall appear on the U.S. Treasury Department's most current list (Circular 570 as amended). The premium for these Bonds shall be paid by the Contractor and shall be included as a part of his Bid. An Attorney-in-fact who signs Performance or Labor and Materials Payment Bonds shall file with each Bond or copy thereof a certified copy of his Power-Of-Attorney to sign such Bonds.

Cash in the form of United States currency or a certified check payable to the Owner in the full amount of the accepted Bid, deposited with the Owner, will be accepted in lieu of both Bonds. Such deposit shall serve as the Performance, and Labor and Materials Payment Bonds for all purposes specified, and the Contractor agrees that such deposit, or such portion thereof as may be required to satisfactorily complete the work, shall be forfeited to the Owner.

The Owner reserves the right to order or approve additions to, omissions from, or changes in the work without notice to the Surety.

The Contractor guarantees all the work, materials and equipment called for in the Contract against defects in materials or workmanship for a period of twelve months following the date of the Notice of Substantial Completion. Under this guarantee, the Contractor shall make good, at his own expense and without delay, any failure of any part due to poor or faulty materials, construction or installation, or to the failure of any equipment to satisfactorily perform the work required of it by the Specifications. The Contractor shall also make good any damage to any part of the Project, the environment or other property of the Owner caused by such failure.

00752-2

## SECTION 00752

### INSURANCE, SECURITIES AND GUARANTEES

#### 00752.01 GUARANTEES, PERFORMANCE BONDS, LABOR AND MATERIALS PAYMENT BONDS AND GUARANTEES - Continued

Any work replaced or rebuilt during the above-mentioned guarantee period shall be similarly guaranteed for a 12-month period starting from the date of acceptance of the repair, reconstruction or replacement.

The Contractor's Performance and Labor and Materials Payment Bonds specified in the above paragraph shall fully cover all guarantees specified.

#### 00752.02 ADDITIONAL SECURITY

At any time the Owner may become dissatisfied with the Surety or Sureties who furnished the Performance Bond and the Labor and Materials Payment Bonds, or if for other reasons the Bond(s) shall, in the opinion of the Owner, cease to be adequate security to the Owner, the Contractor shall, within five days after notice from the Owner, substitute a new Bond(s) acceptable to the Owner in form, amount and Surety. The premium on such Bond(s) shall be paid by the Contractor. No payments on any Monthly Estimate shall become due and none shall be made until the new Surety shall have been approved and the Bond(s) executed and accepted.

#### 00752.03 CONTRACTOR'S INSURANCE

The Contractor, at his own expense, shall procure and maintain until one year after the date of the Notice of Certificate of Substantial Completion or one year after the Contractor or any Subcontractor last performs any work under the Contract, even if the Project is abandoned or deferred, insurance for liability for damages required by law of the kinds and in the amounts stated herein and as may be modified by provisions in the Additional Instructions, through insurance companies authorized to operate in New York State. The insurance shall cover all operations necessary to complete the work, whether performed by the Contractor or Subcontractors. Before starting work, the Contractor shall furnish the Owner one duplicate original policy and five certificates of insurance for each and every type of insurance required.

## SECTION 00752

## INSURANCE, SECURITIES AND GUARANTEES

## 00752.03 CONTRACTOR'S INSURANCE - Continued

All liability insurance required by this Contract shall be maintained in force during the term of this Contract and until one year after the date of the Notice of Substantial Completion or one year after the Contractor or any Subcontractor last performs any work under the Contract, even if the Project is abandoned or deferred.

- |    |   |   |
|----|---|---|
| 1. | Commercial General Liability Insurance<br>Bodily Injury & Property Damage | \$1,000,000 Occurrence<br>\$2,000,000 Aggregate |
| 2. | Automobile Liability<br>Bodily Injury & Property Damage                   | \$1,000,000 Combined Single Limit               |
| 3. | Umbrella Liability  | \$4,000,000 Occurrence<br>\$4,000,000 Aggregate |
| 4. | Workers Compensation & Employers Liability                                | Statutory                                       |
- A. Additional Insured – Contractor shall name Contractor, Owner, the Engineers and any other entity required by contract as additional insured on all liability policies except Workers Compensation and Owners, Contractors Protective Liability with respect to all operations under the Contract by the Contractor, Subcontractor, including suspension and omissions of the Owner. The additional insured status shall be on a primary and non contributing basis over all other valid and collectible insurance, with respect to this Contract.
- B. Additional Conditions
1. Waiver of Subrogation: The Contractor and Subcontractors waive all rights against (1) each other and any of their subcontractors, agents and employees, each of the other, and (2) the Owner, the Engineer, the Engineer's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by bodily injury, property damage, fire or other causes of loss to the extent covered by insurance provided under the Contract or other insurance applicable to the work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require of the Subcontractor's sub-subcontractors, agents and employees, by appropriate

## SECTION 00752

## INSURANCE, SECURITIES AND GUARANTEES

## 00752.03 CONTRACTOR'S INSURANCE - Continued

agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

2. Commercial General Liability (CGL):
  - a. Coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
  - b. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project/location.
  - c. CGL coverage shall be written on ISO Occurrence Form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury and contractual liability.
  - d. Contractor, Owner and all other parties required of the Contractor, shall be included as additional insureds on the CGL. Coverage for the additional insureds shall apply as Primary and noncontributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insureds.
  - e. Contractor and Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least one year after Contractor or Subcontractor last performs any work under the Contract.
3. Auto Liability:
  - a. Business Auto Liability with a combined single limit of at least \$1,000,000 each accident.
  - b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
  - c. General Contractor, Owner, Engineers and all other parties required of the General Contractor, shall be included as additional insureds on the auto policy.

## SECTION 00752

## INSURANCE, SECURITIES AND GUARANTEES

## 00752.03 CONTRACTOR'S INSURANCE - Continued

4. Umbrella Insurance:
    - a. Umbrella limits must be at \$4,000,000 each occurrence and \$4,000,000 aggregate.
    - b. Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by Contractor.
  5. Workers Compensation and Employers Liability:

Statutory for New York State. All other states Employers Liability/Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.
  6. Property Insurance (Builders Risk):

The Contractor shall provide and maintain, at his own expense, such property insurance as required by Contract. Policy(s) shall provide cover for fire, extended cover including open (special) perils and theft to insure all work and materials of the Contract against loss or damage. The value of the insurance shall at all times be equal to or greater than the full value of the Contract. Insurance policies shall be in the name of the Owner and payable to the Owner. Any proceeds there to shall be retained by the Owner as security for the performance by the Contractor in making good any loss, damage or injury. Upon such satisfactory performance by the Contractor, the proceeds shall be paid by the Owner to the Contractor.
- C. Owners, Contractors Protective Liability Insurance
- Owners Protective Liability Insurance at the limits stated in the Additional Instructions issued in the name of the Owner to and covering the liability for damages imposed by law upon the Owner with respect to all operations under the Contract by the Contractor or his Subcontractor, including supervisory acts and omissions of the Owner. Unless otherwise stated in the Additional Instructions, a minimum of \$1,000,000 per occurrence / \$2,000,000 aggregate is required.

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SECTION 00752

INSURANCE, SECURITIES AND GUARANTEES

00752.03 CONTRACTOR'S INSURANCE - Continued

D. Insurance Certificates

Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Commercial General Liability Policy. These certificates and the insurance policies required shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the Contractor/Owner.

END OF SECTION

## GENERAL CONDITIONS

### SECTION 00753

#### STATUS OF CONTRACTOR

##### 00753.01 REPRESENTATIONS OF CONTRACTOR

The Contractor warrants and represents that:

- A. He is familiar with all Federal, State, County and Municipal laws, ordinances, regulations and codes pertinent to the work and those employed in connection therewith, including any special acts relating to the work or the Project.
- B. He has carefully examined all the Contract Documents and the Site and has, thereby satisfied himself as to: the location and nature of the work; the quantity, quality and nature of both surface and subsurface structures and materials apt to be encountered; the quantity, quality and types of plant, equipment and other facilities necessary for the performance of the work; the general and local conditions; and all other matters which may in any way affect the work or his performance under the Contract.
- C. Such work, both temporary and permanent, required under the Contract can be satisfactorily constructed and used for its intended purpose, without injury to any person or damage to any property.
- D. He is financially solvent and experienced in and competent to perform the work of the Contract.
- E. If a corporation foreign to the State of New York, he is aware of the provisions of Article 13 of the Business Corporation Law, with specific reference to the requirements in Section 1301 that certain corporations may not do business in this State without first obtaining a certificate of authority from the Secretary of State.
- F. If a corporation, he is aware of the provisions of Article 145 of the Education Law, with specific reference to the requirements and prohibitions of Section 7209 relating to the practice of professional engineering, or the use of the word "engineer" or "engineering" in a corporate name.

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## SECTION 00753

### STATUS OF CONTRACTOR

#### 00753.02 ADDRESS OF CONTRACTOR

Both the address given in the bid and the Contractor's office at or near the Site, if such is established, are designated as places to either of which letter, notices, or other communications to the Contractor may be mailed or delivered. The delivery at either place, or the depositing, in a post-paid wrapper addressed to either place, in any regularly maintained U.S. Post Office Box, of any letter, notice, or other communication shall be deemed sufficient service thereof upon the Contract. If at any time during the life of the Contract, it is necessary to change either address, the Contractor shall give written notice to the Owner, the Surety and the Engineer.

Nothing herein shall act to prevent or invalidate the personal delivery in hand of any letter, notice or other communication to the Contractor.

#### 00753.03 PATENTS

The Contractor shall pay, as part of this Contract, all costs and fees required to obtain the legal right to use patented equipment, designs, or procedures to be used, as part of the work on this Contract.

The Contractor shall defend, indemnify, keep and save harmless the Owner from all costs, damages, liabilities, judgments and expenses, including reasonable attorney fees which may in any way arise against the Owner because of the use of any patented material, equipment or process furnished or used in the performance of the work or because of the use of patented designs supplied by the Contractor and accepted by the Owner.

If any claim, suit or action at law or inequity of any kind involving any such patent is brought against the Owner, the Owner may retain from any moneys due or to become due to the Contractor an amount considered sufficient by the Owner to protect itself against loss until such action is settled and satisfactory evidence to that effect has been supplied to the Owner.

#### 00753.04 CONTRACTOR'S OBLIGATIONS

The Contractor shall furnish all the plant, machinery, labor, equipment, material, tools, appliances, shoring, bracing and scaffolding necessary to the proper and safe completion of the work in the manner specified, shown and directed within the time specified. He shall suitably cover the work whenever necessary, and otherwise protect it from damage from any cause whatsoever.

## SECTION 00753

## STATUS OF CONTRACTOR

## 00753.04 CONTRACTOR'S OBLIGATIONS - Continued

If in the opinion of the Engineer the Contractor's procedures or appliances appear at any time, either before or during progress of the work, to be inadequate or insufficient to provide the quality of the work, or the rate of progress specified, he may order the Contractor to improve their character and increase their sufficiency, and the Contractor shall comply therewith. However, failure of the Engineer to issue such an order shall not relieve the Contractor of his obligations to secure the safety, quality or progress of the work, and the Contractor alone shall be responsible for the safety, adequacy and efficiency of his methods, plant and appliances.

## 00753.05 LIABILITY FOR INJURIES OR DAMAGE

The Contractor shall be solely responsible and liable for the safety and protection of all persons, including but not limited to the Owner, Engineer, Contractor and Subcontractor and their employees, suppliers and visitors, and shall be solely responsible and liable for the safety and protection of property, including but not limited to the Site and its appurtenances and equipment, and he shall be solely responsible for all physical injuries, including death, to any such persons and for all damage to any such property and its appurtenances, which occurs on account of the work, or because of any negligence, fault or default of the Contractor, a Subcontractor or any of their officers, employees or agents.

The Contractor shall have on the project site at all times, while work is in progress, at least one person skilled in safety and health procedures and familiar with State and Federal safety and health regulations whose responsibility shall be to observe methods and procedures. He shall have the duty and authority to stop and/or correct all unsafe and unhealthy conditions.

## 00753.06 GENERAL INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Engineer, Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Contractor's Work under this Contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, the Contractor's Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part

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## SECTION 00753

### STATUS OF CONTRACTOR

#### 00753.06 GENERAL INDEMNIFICATION - Continued

by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

#### 00753.07 CONTRACTOR'S CLAIM FOR DISPUTED WORK

If the Contractor believes he or his Subcontractor or anyone directly or indirectly employed by any of them has sustained damage for disputed work, for which he claims he should be compensated, he shall give written notice to the Engineer, describing the nature and circumstances of the disputed work, within seven days after sustaining such damage. The Contractor shall also file with the Engineer, within 30 days of the date on which the alleged damage occurred, an itemized statement of the character and amounts of such damage. Unless both statements shall be filed as so required, the claim for compensation shall be considered invalid and the Contractor shall not be entitled to any payment therefor.

The Contractor shall proceed diligently with performance of the disputed work pending final resolution of his claim for damages.

During the progress of such disputed work, the Contractor shall provide to the Engineer daily records and make reports of all labor, material and equipment used in connection with such work and the cost thereof as specified in Section 00757.03.

If the Owner determines that the work in question is Contract work and not a Changed condition, he shall direct the Contractor to continue the disputed work, and the Contractor must promptly comply.

If the Owner determines that the work in question is not Contract work and is a Changed condition, he shall direct the Contractor to continue the work and shall have prepared a Change Order in accordance with Section 00757.03.

## SECTION 00753

## STATUS OF CONTRACTOR

## 00753.08 NO CLAIMS AGAINST INDIVIDUALS

No claim shall be made by the Contractor or his Subcontractor or anyone directly or indirectly employed by any of them against any officer, employee or agent of the Owner and the Engineer for, or because of, anything done or failure to be done in connection with the work.

## 00753.09 CONTRACTOR'S TITLE TO MATERIALS

Neither the Contractor nor any Subcontractor shall purchase any materials, equipment or supplies for work subject to any chattel mortgage or under a conditional sale agreement or other agreement by which an interest is retained by the seller. The Contractor shall obtain and maintain good and clear title to all materials and supplies used by him in the work until attachment to or incorporation in the work.

Nothing in the Contract shall be construed as vesting in the Contractor any property right in materials or equipment specified after they shall have been attached to or incorporated in the work or the ground, nor in materials and equipment for which partial payments have been made. All such materials and equipment shall become the property of the Owner upon such attachment or incorporation.

## 00753.10 TITLE TO OLD MATERIALS

All materials removed from existing structures or construction, and all materials or articles of intrinsic or historic value found in excavations or on the Site shall be brought to the attention of the Engineer, and if he shall so order, shall become or remain the property of the Owner, and shall be carefully preserved for future use. If not claimed by the Owner, such materials or articles shall be removed from the Site and disposed of by the Contractor at his own expense.

END OF SECTION

## GENERAL CONDITIONS

### SECTION 00754

#### CONTRACTOR'S ORGANIZATION & STAFF

##### 00754.01 SUPERINTENDENTS, FOREMEN & AGENTS

The Contractor shall at all times, except during periods of shut-down or work suspension that have been approved or directed, have a competent superintendent, foreman or other representative on the Site, who shall see that the work is performed in accordance with the Contract Documents and directions of the Engineer given thereunder, and who shall have authority to act for the Contractor and to receive and carry out orders from the Engineer, and who shall receive materials and equipment shipped to the Contractor. The Contractor shall be responsible for the acts of his superintendents, foremen, agents and employees during the life of the Contract.

##### 00754.02 COMPETENCY & CHARACTER OF EMPLOYEES

The Contractor shall employ only competent and skillful persons to perform the work. This provision shall apply equally to common laborers and skilled craftsmen or tradesmen.

Whenever the Engineer informs the Contractor that any person on the work is, in the Engineer's opinion, incompetent, intemperate, unfaithful, insufficiently skillful, or disorderly, or refuses to carry out the provisions of the Contract, or to stop doing unsatisfactory work when so ordered, or who uses threatening or abusive language to, or engages in offensive, hostile, or harassing conduct toward the Owner, Engineer, or any authorized representative(s) thereof, such person shall be discharged from the work by the Contractor and shall not again be employed without written consent of the Engineer.

##### 00754.03 CONTRACTOR'S FIELD OFFICE

Unless waived by provisions within Additional Instructions, the Contractor shall provide, furnish and maintain for his own use a field office, with telephone, on the Site during the entire period of construction. The Contractor shall obtain approval of the Engineer of the type, size and location of such office, shanties or other temporary structures on the Site, prior to their erection.

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SECTION 00754

CONTRACTOR'S ORGANIZATION & STAFF

00754.03 CONTRACTOR'S FIELD OFFICE - Continued

The Contractor will receive no direct payment for providing, maintaining or removing the Contractor's Field Office specified above, and compensation for same shall be included, as part of his overhead, in the prices to be paid for the various items in this Contract.

END OF SECTION

## GENERAL CONDITIONS

### SECTION 00755

#### PERMITS, TAXES, ACCESS, OTHER CONTRACTS

##### 00755.01 LAWS, REGULATIONS & PERMITS

The Contractor shall procure at his own expense all necessary permits from the Federal, State, County, Town, municipal or other public agencies that may be involved in the work or the Project or have jurisdiction thereover, and shall serve all notices required by law or ordinance and pay all fees and charges incidental thereto. He shall at all times keep himself fully informed of all laws, ordinances and regulations which in any way affect the work, the materials, methods and equipment used in the work, the conduct of the work, and persons engaged or employed on the work, and of all orders, instructions and decrees of bodies, agencies or tribunals having any authority or jurisdiction over the work or the Project.

If the Contractor should discover any discrepancy or inconsistency in any Contract Documents relating to any permit, law, ordinance, regulation, code, order, decree or instruction, he shall immediately report the same in writing to the Engineer.

The Contractor shall at all times observe and comply with all such existing and all laws which come into existence during the execution of the Contract, as well as permits, codes, decrees, ordinances, regulations, orders and instructions, and shall cause his superintendents, foremen, employees and agents to do likewise.

##### 00755.02 REQUIRED LEGAL PROVISIONS DEEMED INCLUDED

All clauses and provisions of law required by law to be included in the Contract shall be deemed to be included herein, and the Contract shall be interpreted, administered and enforced as though they were included. If, through oversight or otherwise, any such clause or provision is not included, or is not correctly included, the Contract shall immediately be physically amended or corrected, at the request of either party, to provide the necessary compliance.

The inclusion in the Contract Documents of any portion of any law or ordinance or code, regulation, decree, order, permit, instruction or interpretation emanating from a public body or agency, shall not be construed to mean that all such laws or legal requirements deemed necessary, in effect, or applicable to all or any portion of the work or the Contract have been included.

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SECTION 00755

PERMITS, TAXES, ACCESS, OTHER CONTRACTS

00755.03 UNLAWFUL REQUIREMENTS DEEMED EXCLUDED

If the Contract Documents contain any unlawful provision not an essential part of the Contract and which shall not appear to have been a controlling or material inducement to the making of the Contract by the parties thereto, such provision shall be construed to be of no effect and shall, upon written notice by either party, be deemed stricken from the Contract without affecting the binding force of the remainder on both parties.

00755.04 TAXES

The Contractor shall pay all sales, use, excise, transportation and other taxes and fees for which he is liable under the Contract. The cost of such taxes and fees shall be included in the price, or total of several prices, given in the Bid on which the Agreement is based, and no separate payment will be made therefor.

00755.05 ACCESS TO WORK AND CONTRACTOR'S RECORDS

The Owner and the Engineer, and their employees, agents and representatives, shall have access to the work, the Site, and the premises used by the Contractor, and the Contractor shall provide and maintain safe and suitable facilities therefor. Subcontractors, and any other parties who may contract with the Owner to do work on the Site shall, for all purposes which may be required by their contracts, have the same privileges and facilities.

Whenever requested, the Contractor shall give the Engineer access to invoices, bills of lading, trip tickets, lists of employees, survey notes and other such data connected with the work.

END OF SECTION

## GENERAL CONDITIONS

### SECTION 00756

#### TIME ELEMENTS

##### 00756.01 COMMENCEMENT & COMPLETION

The Contractor shall begin performance of the work within the time specified in the Information for Bidders, and shall substantially complete the work within the time specified in the Information for Bidders.

##### 00756.02 TIME OF ESSENCE

Since the provisions of this Contract relating to the commencement and completion of the work are to enable the Owner to construct and place in use an improvement or facility in accordance with a pre-determined program, such provisions are of the essence of this Contract. It is agreed that the Owner will suffer damages if the work is not completed in the time specified.

##### 00756.03 PROGRESS

The rate of progress shall be as uniform as practicable and such that all the work will be completed within the time specified, or within any time extensions that may be granted by the Owner.

The Engineer will notify the Contractor in writing if, at any time, he is of the opinion the work is unnecessarily delayed and will not be completed on time. The Contractor shall, within 10 days after receipt of such notice, take such action as will, in the opinion of the Engineer, improve the rate of progress to an extent that will insure completion of the work within the time specified. If the Contractor shall fail or refuse to take such steps within 10 days, the Owner may notify the Contractor to stop work or terminate the Contract in accordance with the provisions of Article 00760.01, OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT.

##### 00756.04 APPROVED WORK SCHEDULES

Unless waived by provision in the Information for Bidders, within three weeks after award of the Contract, the Contractor shall submit to the Engineer for approval three copies of his proposed work schedule. The schedule shall show the Contractor's proposed relative order

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## SECTION 00756

### TIME ELEMENTS

#### 00756.04 APPROVED WORK SCHEDULES - Continued

and sequence of commencement and completion of all salient portions of the work, including the delivery and installation of equipment, and shall give the estimated dates of commencement and completion of the various portions of the work.

If more than one Contract is to be awarded on the same phase of the project, the General Contractor shall provide the Engineer with additional copies of his work schedule after the schedule shall have been approved. The Engineer will transmit these to the other Contractors for reference in the preparation of their proposed work schedules and submittal of same for approval. In such case each Contractor other than the General Contractor shall submit his proposed schedule for approval within three weeks after receipt of a copy of the General Contractor's approved schedule.

Each Contractor shall adhere to the approved schedule for his Contract. If a Contractor causes one or more other Contractors to be damaged by failing to adhere to his schedule, he shall save harmless the Owner and the Engineer from any and all actions and charges of the other Contractors against the Owner or the Engineer as the result of such failure.

If the Contractor is behind schedule any month, the Contractor shall indicate what measures it will take in the next thirty (30) days to put the work back on schedule. If the Engineer finds the revised schedule not acceptable they may require the Contractor to submit a new revised schedule.

If the Contractor fails to submit a work schedule within the time period described or any revision or update when required, the Owner may withhold payment pursuant to Section 00759.07 of the Contract until such time as the Contractor submits the required work schedule.

See also Article 01012.01, COLLATERAL WORK.

#### 00756.05 WORK SUSPENSION

When, in the opinion of the Engineer, good cause of suspension of the work exists, the Contractor shall suspend the work or any portion thereof, upon written order of the Engineer, for such period of time as the Engineer may direct. If the reason for suspension is beyond the control of the Contractor, the time within which the work is required to be completed shall be extended by the number of calendar days the work is suspended.

## SECTION 00756

## TIME ELEMENTS

## 00756.06 TIME EXTENSIONS

Should the work be obstructed or delayed through the neglect, delay or default of any other Contractor on the Project, or by an Act of God, or by a general strike, or by delays caused by governmental authorities having jurisdiction over the work, or by delay on the part of the Owner in performing any work or furnishing any material or equipment stated in the Contract to be furnished by the Owner, or by any Supplementary Agreement or Change Order issued by the Owner, the Contractor shall have no claim for damages against the Owner or the Engineer, other than the price or prices agreed upon under Supplemental Agreement, or Change Order, but shall be entitled to such an extension of time for completion of the work as the Engineer certifies is equitable because of such obstruction, delay, Supplemental Agreement, or Change Order, provided that claim for a time extension is made by the Contractor, in writing within seven days from the end of the time when the alleged cause therefore shall have occurred. Time necessary for Shop Drawing review, for changes to meet actual conditions, and delays incurred by seasonal and weather limitations for the locality should be normally anticipated and are neither compensatory nor eligible for extensions of time. See also ARTICLE 01012.01, COLLATERAL WORK, and 00757.03, CHANGE ORDERS AND PAYMENT OR CREDIT THEREFOR.

## 00756.07 ENGINEERING AND INSPECTION CHARGES

When the work embraced in the Contract is not substantially completed on or before the date specified therein, or within any time extensions granted by the Owner, engineering and inspection expenses incurred by the Owner in connection with the work from the specified or extended date of substantial completion until the date of actual Substantial Completion shall be charged to the Contractor. The date of actual substantial completion shall be determined as the date of issuance of the Notice of Substantial Completion.

Supplementary Agreements or Change Orders added to the original Contract, as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration by the Owner prior to assessing engineering and inspection charges against the Contractor.

In addition, should the Contractor apply for and receive dispensation to work more than eight hours per day or forty hours per week by the Industrial Commissioner, the Contractor will be charged the associated overtime premium rate for the Engineer's on-site inspection representative(s).

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SECTION 00756

TIME ELEMENTS

00756.07 ENGINEERING AND INSPECTION CHARGES - Continued

Should the remaining minor punch list items not be completed within sixty (60) days of the Notice of Substantial Completion or within any time extensions granted by the Owner, the Contractor shall pay the Owner for any engineering and inspection expenses incurred by the Owner from the specified or extended date of minor punch list completion until when such punch list items are fully complete.

These additional engineering and inspection charges shall be in the form of agreed-upon damages to the Owner and shall be deducted from moneys due or to become due the Contractor.

00756.08 PER DIEM CHARGES FOR DELAY

For each calendar day or fraction thereof that any work except minor punch list items as listed on the Notice of Substantial Completion shall remain uncompleted after the Contract time specified for the substantial completion of the work in the Information For Bidders or extensions thereof granted by the Owner, the Contractor shall pay the Owner agreed-upon damages as follows, unless modified in the Additional Instructions:

Original Contract Amount		Agreed-Upon Damages
From More Than	To and Including	Per Calendar Day
\$ 0	\$ 25,000	\$ 50
\$ 25,000	\$ 50,000	\$ 100
\$ 50,000	\$ 100,000	\$ 200
\$ 100,000	\$ 500,000	\$ 300
\$ 500,000	\$ 2,000,000	\$ 500
\$ 2,000,000	\$ 5,000,000	\$ 600
\$ 5,000,000	\$10,000,000	\$ 800
\$10,000,000		\$1,000

The date of actual Substantial Completion shall be determined as the date of issuance of the Notice of Substantial Completion.

## SECTION 00756

## TIME ELEMENTS

## 00756.08 PER DIEM CHARGES FOR DELAY - Continued

Such sums shall be in addition to engineering and inspection charges as provided for in ARTICLE 00756.07 and shall not be in the nature of a penalty, but agreed-upon damages to the Owner in such case and shall be a part of the consideration of the Contract.

The sums and charges specified above shall be deducted from moneys due or to become due the Contractor and the amount still owing, if any, shall be paid on demand by the Contractor or the Surety. Such payments shall not relieve the Contractor or the Surety from any other obligation under the Contract.

Before assessing engineering and inspection charges, or per diem charges for damages, the Owner will give due consideration to any and all Supplementary Agreements and Change Orders as well as extenuating circumstances beyond control of the Contractor including any delays due to any preference, priority or allocation order duly issued by the Government. Such charges will be assessed, however, in cases in which the Owner considers the Contractor liable as the result of slow work, inefficient operation, insufficient labor, equipment or material, the removal and replacement of poor work, or other unwarranted reasons.

END OF SECTION

## GENERAL CONDITIONS

### SECTION 00757

#### CHANGES IN THE WORK

##### 00757.01 RIGHT TO ALTER CONTRACT

The Owner may at any time alter or modify the Contract Documents, and the Contractor shall conform to such alterations or modifications after the Owner and the Contractor shall have entered into a Supplementary Agreement in writing therefor. The Contractor shall perform no work and furnish no material in connection with the alterations or modifications, nor shall he receive any additional payment therefor, unless and until such a Supplementary Agreement has been executed, as required by law. The Owner and the Contractor agree that alterations and modifications thus made shall in no way compromise the validity or coverage of the original Contract or Bond, or the liability of the signers thereof. All work performed under any such Supplementary Agreement shall be subject to all the provisions of the original Contract not expressly altered or modified.

##### 00757.02 MINOR CHANGES

When ordered by the Engineer, the Contractor shall make minor changes in the location of the work, installation of equipment, and other things called for in the Contract, at no additional cost to the Owner. Such minor changes shall be limited to matters that do not alter the character, quantity or cost of the work as a whole. The Engineer shall be the sole judge of what constitutes a minor change.

##### 00757.03 CHANGE ORDERS & PAYMENT OR CREDIT THEREFOR

The Owner, without invalidating the Contract, may make changes by altering, adding to or deducting from the work the contract sum being adjusted accordingly. All such work shall be executed in conformity with the terms and conditions of the original Contract, unless otherwise provided in the order for same. Any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

No instructions, either written or verbal, shall be construed as an order for changes unless it be in the form of a Change Order, bearing the signed approval of the Owner and the signed acceptance of the Contractor, except in the case of disagreement as to value of changes, when the Contractor's signature to the order will not be mandatory. Change Order shall describe or

SECTION 00757

CHANGES IN THE WORK

00757.03 CHANGE ORDERS & PAYMENT OR CREDIT THEREFOR - Continued

enumerate the work to be performed and state the price, if any, to be added to or deducted from the Contract sum. If the nature of the work is such that a Change Order, as above, cannot be issued until the work has been advanced sufficiently to obtain exact quantities, said work will be authorized in writing by the Owner, with the accompanying statement that a Change Order will be issued when the necessary information is at hand.

Except as provided in the above paragraph, no change shall be made, unless in pursuance of a Change Order, and no claim for an addition to the Contract sum shall be valid unless so ordered. If the Contractor believes that any instructions, by drawing or otherwise, involves extra cost under his Contract, he shall give the Owner and the Engineer written notice and then proceed as indicated in Article 00753.07, Contractor's Claim for Disputed Work.

The value of any Change Order shall be determined by one or more of the following methods and in the following order:

- A. By prices specifically named in the specifications or proposals.
- B. By acceptance of agreed unit prices based on estimated cost plus overhead and profit as applicable.
- C. By estimate of the actual cost of labor and materials plus overhead and profit, cost to be determined as the work progresses.
- D. By actual cost of labor and materials plus overhead and profit, cost to be determined as the work progresses.
- E. By estimate of the value as deducible from the approved detailed estimate.

## SECTION 00757

## CHANGES IN THE WORK

## 00757.03 CHANGE ORDERS &amp; PAYMENT OR CREDIT THEREFOR - Continued

Overhead shall be defined as an allowance to compensate for all costs, charges and expenses, direct or indirect, except for the actual cost of labor and material as defined by the following paragraph. Overhead shall be considered to include, but not be limited to insurance (other than as mentioned in the following paragraph) bond or bonds, field and office supervisors and assistants above the level of foreman, use of small tools and minor equipment, incidental job burdens, general office expense, etc.

Actual cost of labor and material shall be defined as the amount paid for the following items, to the extent determined reasonable and necessary.

1. Cost of materials delivered to the job site for incorporation into the Contract work.
2. Wage paid to workmen and foremen and wage supplements paid to labor organizations in accordance with current labor agreements.
3. Premiums or taxes paid by the Contractor for Worker's Compensation Insurance, unemployment insurance, FICA tax and other payroll taxes as required by law, net of actual and anticipated refunds and rebates.
4. Sales tax paid as required by law.
5. Allowance for use of construction equipment (exclusive of hand tools and minor equipment), as approved for use by the Engineer. The rate on self-owned equipment used for periods of under one week will be the Associated Equipment Distributor's published monthly rate divided by 22 days to establish a daily rate and divided again by eight hours to establish an hourly rate. Equipment used for periods of 5 days or more will be billed at a rate equal to 45% of the published monthly rate. In the alternative, the Engineer may approve for reimbursement a rate representing the allocable costs of ownership. Self-owned equipment is defined to include equipment rented from controlled or affiliated companies. Rented equipment will be paid for at the actual rental cost.

SECTION 00757

CHANGES IN THE WORK

00757.03 CHANGE ORDERS & PAYMENT OR CREDIT THEREFOR - Continued

Gasoline, oil and grease required for operation and maintenance will be paid for at the actual cost. When, in the opinion of the Contractor, and as approved by the Engineer, suitable equipment is not available on the Site, the moving of said equipment to and from the Site will be paid for at actual cost.

6. When the material furnished under item (1) is used material, its value shall be prorated to the value of new material, but should be no more than its cost. When, in the opinion of the Engineer, the salvage value of salvageable material furnished under item (1) exceeds the cost of salvage, a suitable credit shall be given the Owner.

Regardless of the method used to determine the value of any change, the Contractor will be required to submit evidence satisfactory to the Engineer to substantiate each and every item that constitutes his proposal of the value of the change. The amounts allowed for overhead and profit shall not exceed the applicable percentages as established in the two following paragraphs.

If the work is done directly by the Contractor, overhead in an amount of 10% may be added if method B, C or D is used, and to the cost of the labor and materials plus overhead there may be added 10% for profit. The percentages for overhead and profit may vary according to the nature, extent and complexity of the work involved, but in no case shall exceed the percentages set forth in this paragraph and in the following paragraph. No percentages for overhead and profit will be allowed on payroll taxes or on the premium portion of overtime pay.

If the work is done by a Sub-contractor, Sub-contractor's overhead in the amount of 5% may be added to cost of labor and materials if method B, C or D is used and to the cost of labor and materials plus overhead there may be added 10% for the Sub-contractor's profit. To this amount there may be added 10% for the Contractor's combined overhead and profit. No percentage for overhead and profit will be allowed on payroll taxes or on the premium portion of overtime pay. However, to the extent that the aggregate dollar value of changes under a contract exceeds \$75,000, the 10% overhead applied to total costs of labor and materials incurred by the prime Contractor shall be reduced to 5%, and the combined overhead and profit of 10% applied to sub-contract billings shall be reduced to 5%. In addition, on all individual Change Orders in excess of \$75,000, the overhead shall be no more than 5% of the total actual cost of labor and materials incurred by the prime Contractor, and the combined prime Contractor's overhead and profit allowance applied to Sub-contract billings shall be no more than 5%.

## SECTION 00757

## CHANGES IN THE WORK

## 00757.03 CHANGE ORDERS &amp; PAYMENT OR CREDIT THEREFOR - Continued

The Owner shall determine by which of the foregoing methods the value of any changes shall be computed.

## 00757.04 CORRECTION OF WORK

Any materials, plant or equipment delivered to the Site for use in the work which may be disapproved by the Engineer as unsuitable or not in keeping with the Specifications shall be immediately removed by the Contractor from the Site.

If any portion of the work is damaged in any way, or if defects or faults develop before the Inspection at Substantial Completion and issuance of a Certificate of Substantial Completion, or before the expiration of the 12-month guarantee period, the Contractor shall repair, replace or otherwise make good the damage or defects to the satisfaction of the Engineer, regardless of whether the work may have previously passed the specified inspections and tests. No additional payment will be made for such remedial work.

Failure on the part of the Engineer to condemn defective work shall not imply acceptance of the work, nor act to release the Contractor from his obligations to repair, replace or otherwise make good the work at his own expense, notwithstanding that such work may have been estimated for payment or that partial or full payments may have been made therefor.

## 00757.05 EMERGENCY POWERS UNIMPAIRED

The provisions of this Section 00757 shall not detract from the authority of the Contractor or the Engineer to act in case of emergency, as provided elsewhere in the Contract Documents.

END OF SECTION

## GENERAL CONDITIONS

### SECTION 00758

#### ASSIGNMENT & SUBCONTRACTS

##### 00758.01 SUBCONTRACTS

Should the Contractor desire to subcontract any portion of the work, he shall first submit to the Engineer a statement outlining the nature and amount of the work proposed to be subcontracted and the name of the person, firm or corporation he proposes as Subcontractor. If requested by the Engineer, the Contractor shall also provide a statement as to the proposed Subcontractor's experience, financial ability, insurance certificates, or other qualifications for the nature and scope of the work proposed to be undertaken.

The proposed Subcontractor shall not enter upon the Site nor perform any work, either on or off the Site, until written approval of the Subcontractor has been granted by the Engineer and the Surety.

Subcontracts shall in no way, directly or indirectly, release, compromise or modify the responsibility of the Contractor or the Surety for the satisfactory and full completion of the work. The Owner shall not be liable to any Subcontractor for any lien on structures to be constructed as part of the work or claim on moneys due the Contractor or any other lien, claim or damages whatsoever. The approval of the Engineer and the Surety of a Subcontractor shall in no way create a contractual obligation between the Owner and the Subcontractor.

In the event a Subcontractor shall disregard the directions of the Engineer, or fail in any other way to abide by all conditions of the Contract, the Contractor shall, upon written order of the Engineer, require the Subcontractor to discontinue work under the Contract.

The Contractor shall be responsible for the coordination of all of his Subcontractors engaged upon the work, both in connection with his own work and the work of other contractors, if any, working collaterally on the Project.

The divisions or sections of the various Contract Documents and Bid Items are not intended to define portions of the work to be divided among Subcontractors, nor to influence the Contractor to award Subcontracts, nor to limit or enlarge the work performed by any trade, unless a Subcontractor experienced in providing a certain specialized type of work is specifically required in the Contract.

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SECTION 00758

ASSIGNMENT & SUBCONTRACTS

00758.02      LIMIT OF SUBCONTRACTS VALUE

The Owner reserves the right to limit the total value of all Subcontracts to fifty (50) percent of the total Contract price.

00758.03      ASSIGNMENT

In accordance with the provisions of Section 109 of the General Municipal Law of the State of New York, the Contractor shall not assign, convey, transfer, sublet or otherwise dispose of this Contract, or of his right, title or interest therein, or his power to execute such Contract, to any other person or corporation without the prior written consent of the Owner.

If the Contractor shall, without such consent of the Owner, assign, convey, transfer, sublet or otherwise dispose of this Contract to any other person or corporation, the Owner may revoke and annul the Contract, in which instance the Owner shall be relieved and discharged from any and all liability and obligations to the Contractor arising from the Contract, and to the persons or corporation to which the Contract shall have been assigned, conveyed, transferred, sublet or otherwise disposed of, and the Contractor and his assignees, conveyees, transferees or sublessees shall forfeit and lose all moneys theretofore earned under such Contract, except so much as they may be required to pay his employees.

Nothing herein shall prevent an assignment by the Contractor for the benefit of his creditors made pursuant to the laws of the State of New York.

00758.04      PAYMENT

Payment to Subcontractors and/or material men, shall be in accordance with Section 106b of the General Municipal Law of the State of New York.

END OF SECTION

## GENERAL CONDITIONS

### SECTION 00759

#### PAYMENTS

##### 00759.01 ESTIMATED QUANTITIES

The Contractor agrees that the estimated quantities given in the Bid are only for the purpose of comparing bids and that he is satisfied with and will at no time dispute the said estimates as a means of comparing the aforesaid bids, that he will make no claim for loss of profits or anticipated profits because of any difference between the said estimated quantities and the quantities of the various classes of work actually furnished or performed, that the Owner shall not be held responsible if any of the said estimated quantities should be found to not even approximate those actually measured during performance of the work, and that the Engineer may direct an increase, decrease or omission of the quantities of any class or part of the work as may be deemed necessary or desirable.

##### 00759.02 PRICES ALL-INCLUSIVE

The price or prices herein agreed to shall be for the work complete, and shall include the furnishings of all labor, tools, plant, equipment and materials therefor, whether required directly or indirectly, unless otherwise specified.

##### 00759.03 LUMP SUM PRICES

A lump sum price stated in the Bid for an item shall be for the work complete as shown on the Plans and described in the Specifications for the corresponding item and shall include the cost of all labor, tools, plant, equipment and materials, specified or implied, incidental to the work of the item complete and ready for the service intended.

Within three weeks after execution of the Contract, the Contractor shall submit to the Engineer for approval three copies of a detailed schedule showing the breakdown of all lump sum bid prices in the Contract. The schedule shall indicate the quantities and amount estimated for each part of the work. The schedule shall be apportioned by the Contractor for labor and for materials, if so requested by the Engineer. The Contractor shall revise the schedule until it is satisfactory to the Engineer. The approved breakdown will be used in the preparation of monthly estimates and payments to the Contractor.

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## SECTION 00759

### PAYMENTS

#### 00759.04 UNIT PRICES

A unit price stated in the Bid for an item of the work specified to be measured for payment by units of volume, weight, area, length or number shall be paid for each unit of the net amount of the work of the item actually performed or furnished and incorporated in the finished work in accordance with the Specifications, Plans and as directed, as measured along the payment lines specified or shown, local custom to the contrary notwithstanding. It is agreed that the planimeter shall be considered an instrument of precision for the measurement on drawings and plans of areas in connection with the estimation of quantities in cases where geometric methods would be comparatively laborious.

#### 00759.05 MONTHLY ESTIMATES AND PAYMENTS

Unless otherwise noted in the Additional Instructions or the Specifications once each month, on a day of the month selected by him, the Engineer will make an estimate of the value of the work done during the previous month, provided such value exceeds one thousand dollars. The Engineer shall submit this Monthly Estimate to the Owner for payment. The Owner will pay the Contractor each month, within 30 days of the date of the Monthly Estimate, a sum equal to ninety-five (95) percent of the Monthly Estimate, retaining five (5) percent of each estimate until the work or major portions thereof is substantially completed.

The work will be considered Substantially Complete when the work of the Contract including all alterations or modifications (see Section 00757 - CHANGES IN THE WORK) is at least ninety-nine (99) percent complete and the estimated value of minor items to be completed is equal to or less than one (1) percent.

The Engineer will include in the Monthly Estimates the delivered cost of equipment and non-perishable materials on site and off site which have been tested or inspected by the Engineer and approved by him for incorporation in the work. Only equipment and materials for which the Contractor furnishes the Engineer receipted invoices as evidence that he has unconditional title thereto will be included. Such invoices shall be furnished the Engineer at least ten days in advance of the established date of preparation of Monthly Estimates.

## SECTION 00759

## PAYMENTS

## 00759.05 MONTHLY ESTIMATES AND PAYMENTS - Continued

The Contractor shall provide and maintain insurance for the said equipment and materials (on site and off site) as specified in 00752.03.

Payments made for materials and equipment delivered will in no way affect the Contractor's responsibilities regarding the same.

## 00759.06 WITHDRAWAL OF RETAINED PERCENTAGE

Pursuant to Section 106 of New York State General Municipal Law and notwithstanding any inconsistent provisions of any general, special or local law under any contract made or awarded by any political subdivision, or any officer, board or agency thereof, or of any district therein, the Contractor may, from time to time, withdraw the whole or any portion of the amount retained from payments to the Contractor pursuant to the terms of the Contract, upon depositing with the Fiscal Officer of the Political Subdivision or district therein (1) bonds or notes of the United States of America, or obligations, the payment of which is guaranteed by the United States of America, or (2) bonds or notes of the State of New York, or (3) bonds of any political subdivision of the State of New York, of a market value equal to the amount withdrawn. The Fiscal Officer of the Political Subdivision or of a district therein, from time to time shall pay the same, when and as collected, to the Contractor who deposited such obligations. When the deposit is in the form of coupon bonds, the coupons shall be delivered to the Contractor as they respectively come due. The Contractor shall not be entitled to interest or income on, or the coupons of, any obligations so deposited by him, the proceeds of which shall have been used or applied by the Political Subdivision or district therein pursuant to the terms of the Contract. The Fiscal Officer shall be entitled to charge a reasonable fee for such service.

## 00759.07 OWNER'S RIGHT TO WITHHOLD PAYMENTS

The Owner may withhold from the Contractor such portions of any approved payments due him as the Owner may judge necessary to:

- A. Protect the Owner from loss due to defective work not remedied;

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## SECTION 00759

### PAYMENTS

#### 00759.07 OWNER'S RIGHT TO WITHHOLD PAYMENTS - Continued

- B. Failure to provide work schedule or revisions thereto;
- C. Assure the payment of just claims then due and unpaid for labor or materials;
- D. Protect the Owner from loss due to injury to persons or damage to the work or property of other Contractors, Sub-contractors, or others caused by acts of neglect of the Contractor or his Sub-contractors. The Owner shall have the right as agent for the Contractor to apply moneys so withheld as the Owner may deem proper to secure such protection or satisfy such claims, and such payments shall be deemed made for the account of the Contractor.

#### 00759.08 INSPECTION AT SUBSTANTIAL COMPLETION

The Engineer will make an Inspection of the work as soon as possible after the Contractor gives written notice that the work is substantially complete. The Contractor shall assist the Engineer, as may be required, in making the Inspection. Cost to the Contractor, if any, to assist the Engineer in making the Inspection shall be included in the appropriate bid item as selected by the Contractor and no additional payment will be made to the Contractor for his work. After making the Inspection, the Engineer will notify the Contractor in writing of the results, including particulars regarding any part of the work which, in his opinion, is incomplete or requires correction or additional cleaning. The Contractor shall make good any incomplete or defective work before again asking for another Inspection. If in the opinion of the Engineer the work is substantially complete, the Engineer shall issue in writing a Notice of Substantial Completion. Said Notice will list those minor items requiring completion before Final Payment. (See also ARTICLE 00757.04, CORRECTION OF WORK.)

#### 00759.09 CERTIFICATE OF SUBSTANTIAL COMPLETION

Upon issuance of the Notice of Substantial Completion by the Engineer, and the submission by the Contractor of a written statement from Surety that the Performance Bond (Labor & Materials Payment Bonds included) in the amount of one hundred (100) percent of the value of the Contract is in force for a period of one year following the date of Notice of Substantial Completion, the Engineer will file a Certificate of Substantial Completion with the Owner and the Contractor, certifying that the work is substantially complete and setting forth the amount of work performed and compensation earned by the Contractor. All prior estimates of the amount and value of work performed shall be subject to correction in this certification.

## SECTION 00759

## PAYMENTS

## 00759.10 PAYMENT AT SUBSTANTIAL COMPLETION

Within 30 days after the filing of the Certificate of Substantial Completion the Owner will pay the Contractor one hundred (100) percent of the full value of the work certified therein, less twice the value of any minor work remaining to be completed and all prior payments and advances to or for the account of the Contractor, and the amount necessary to satisfy any claims, liens or judgements against the Contractor which have not been discharged.

## 00759.11 FINAL PAYMENT

The Contractor shall fully complete the remaining minor items within sixty (60) days of the issuance of the Notice of Substantial Completion.

Upon certification by the Engineer that the remaining items of the Contract including all corrections, alterations and/or modifications have been completed and that no repairs, renewals or replacements are required of the Contractor, or that, if required, such remedies have been effected, the Engineer shall prepare a Final Payment request recommending to the Owner payment to the Contractor of the amount retained at the time of substantial completion less any amount necessary to satisfy any claims, liens or judgements against the Contractor which have not been discharged.

Within 30 days after the receipt from the Contractor of acceptable affidavits, certificates or waivers as evidence that no right to any claim or lien exists, the Owner will pay the remainder of the Contract as indicated in the Final Payment.

See also Article 00150.06, VERIFICATION OF AMOUNTS DUE FOR WAGES AND SUPPLEMENTS.

## 00759.12 ACCEPTANCE OF FINAL PAYMENT

Acceptance by the Contractor of the Final Payment shall serve as a release to the Owner of all claims and of all liability to the Contractor for all things done or furnished in connection with the work, and for any and all acts of neglect of the Owner or others relating to or because of the work, except the Contractor's claim for interest upon the Final Payment, if this payment is unduly delayed. No payment whatsoever shall operate to release the Contractor or the Surety from their obligations under the Contract or Bond.

SECTION 00759

PAYMENTS

00759.13 GUARANTEE INSPECTION

On or about one year from and after the date of the Notice of Substantial Completion, the Engineer will again inspect the work. The Contractor shall assist the Engineer, as may be required, to make the one year inspection. Cost to the Contractor, if any, to assist the Engineer in making the one year inspection shall be included in the appropriate bid item as selected by the Contractor and no additional payment will be made to the Contractor for this work. The Contractor shall provide any and all repairs, renewals or replacements which may be revealed as necessary in this Guarantee Inspection and which, in the opinion of the Engineer, are the responsibility of the Contractor. Should the Contractor fail to comply with written instructions of the Engineer regarding these remedies, the Owner will cause the remedies to be made by others and will pay the cost which will be reimbursed by the Contractor and/or his Surety.

The Contractor and his Surety agree that the Contractor's Performance Bond (Labor & Materials Payment Bonds included) shall cover fully all guarantees as specified herein and in ARTICLE 00752.01.

00759.14 ACCEPTANCE OF PORTIONS OF THE WORK

The Owner reserves the right to accept for his service and use any portion of the work at any time during the life of the Contract without prejudice to the Owner in enforcing any provisions of the Contract.

The Owner may accept the portion or portions of the work which is substantially complete under the following agreed procedures:

- A. The Contractor will be notified by the Engineer in advance as to what portion or portions of the work the Owner intends to accept for his use and service.
- B. The retained percentage for the Substantially Completed portion or portions of work shall be released in accordance with ARTICLE 00759.09.
- C. The guarantee period applicable to that portion or portions of the work shall start from the date of acceptance.
- D. The remaining minor items of the portion or portions of substantially completed work shall be finished or corrected to the satisfaction of the Engineer.

## SECTION 00759

## PAYMENTS

## 00759.14 ACCEPTANCE OF PORTIONS OF THE WORK - Continued

- E. The Owner will assume responsibility for maintenance, heat, utilities and insurance on accepted portion or portions of the work.
- F. All applicable provisions specified in this Section for work deemed substantially complete shall apply.

## 00759.15 REPAIR OR REPLACEMENT OF DAMAGED, DEFECTIVE OR FAULTY WORK

If any portion of the work is damaged in any way, or if defects or faults develop before the inspection at Substantial Completion, or before the expiration of the 12-month guarantee period, the Contractor shall repair, replace or otherwise make good the damage or defect to the satisfaction of the Engineer, regardless of whether the work may have previously passed the specified inspections and tests. No additional payment will be made for such remedial work.

Failure on the part of the Engineer to condemn defective work shall not imply acceptance of the work, nor act to release the Contractor from his obligations to repair, replace or otherwise make good the work at his own expense, notwithstanding that such work may have been estimated for payment or that partial or full payments may have been made therefor.

## 00759.16 PAYMENT TO SUB-CONTRACTORS BY CONTRACTOR

Within fifteen calendar days of the receipt of the payment from the Owner, the Contractor shall pay the Sub-contractors, and/or material men a sum equal to the value of the work performed less any amount necessary to satisfy claims, liens or judgements that have been discharged less any amount retained as hereafter described.

- A. The retained amount shall not exceed more than 5% on each payment except that 10% of each payment may be retained, if the Sub-contractor(s) and/or material men failed to provide a Performance Bond (Labor & Materials Payment Bonds included) in the full amount of the Sub-contract.
- B. The Contractor shall not retain any money from Sub-contractor(s) and/or material men, after receipt of the Certificate of Substantial Completion payment.

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SECTION 00759

PAYMENTS

00759.16 PAYMENT TO SUB-CONTRACTORS BY CONTRACTOR - Continued

Within fifteen calendar days of the receipt of the payment from the Contractor, the Sub-contractor(s) and/or material men shall pay each of his Sub-contractors and/or material men in same manner as the Contractor has paid the Sub-contractor(s) and/or material man.

The Owner shall not be under any obligation to see that the Contractor makes any payment to a Sub-contractor and/or material men.

END OF SECTION

## GENERAL CONDITIONS

### SECTION 00760

#### CONTRACT TERMINATION

##### 00760.01 OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

The Owner, by seven days written notice to the Contractor and without prejudice to any other rights or remedies it may have, may terminate the employment of the Contractor and his right to proceed, either as to the entire work or any portion thereof on which delay shall have occurred, and may take possession of and complete the work by contract or otherwise, as the Owner may deem expedient, in the event of any of the following:

- A. If the Contractor shall refuse or fail, after being warned by the Engineer, to supply enough competent workmen, equipment or proper materials, or
- B. If the Contractor shall refuse or fail to perform the work or any part thereof with sufficient diligence to insure its completion within the time specified, or shall fail to complete the work within said period, or
- C. If the Contractor shall fail to promptly pay persons supplying labor or materials for the work, or
- D. If the Contractor shall fail or refuse to regard laws, ordinances, permits or orders from the Engineer or otherwise substantially violate any provision of this Contract, or
- E. If the Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors, or
- F. If a receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within 20 days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 days.

If the Owner so terminates or stops the Contractor, the Contractor shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of moneys to be paid the Contractor hereunder shall exceed the cost of completing the work, including the cost of

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SECTION 00760

CONTRACT TERMINATION

00760.01 OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT -  
Continued

additional administrative, managerial, engineering, and inspection services and or delay, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor and the Surety shall be liable to the Owner for the excess.

If the right of the Contractor to proceed is terminated as provided herein, the Owner may take possession of and use in completing the work such materials, plant, equipment, supplies and appliances as may be on the Site and necessary to the work, provided that the termination was not made pursuant to paragraphs "E" or "F" above.

00760.02 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

In the event the work shall be halted by order of a Court or any other public authority having jurisdiction for a period of 90 days or more without act or fault of the Contractor or any Sub-contractor, the Contractor, upon 10 days written notice to the Owner, may terminate the Contract or discontinue performance of the work. In either case the liability of the Owner to the Contractor shall be determined as provided in ARTICLE 00760.01, except that the Contractor shall not be obligated to pay to the Owner any excess of the cost of completing the work over the unpaid balance of the payments to be made to the Contractor hereunder.

00760.03 OTHER TERMINATION PROVISIONS

In addition to the provisions set forth in this Section 00760, specific references relating to termination or cancellation of the Contract are contained elsewhere herein. These include but are not limited to:

00150.03	NON-DISCRIMINATION AND LABOR PRACTICES
00752.03.A	WORKER'S COMPENSATION INSURANCE
00756.03	PROGRESS
00758.03	ASSIGNMENT

END OF SECTION

## GENERAL CONDITIONS

### SECTION 00761

#### DESCRIPTION & DELINEATION OF THE WORK

##### 00761.01 INTENT OF PLANS AND SPECIFICATIONS

The intent of the Plans, Specifications and other Contract Documents is to provide for the work outlined and delineated therein, complete in every detail for the purpose designated. The Contractor agrees to furnish everything necessary for the work as intended, any omission in the Plans or Specifications notwithstanding.

The Contractor shall furnish all materials, tools, plant equipment and labor, except those specifically set forth herein as to be furnished by the Owner, required to construct and place in complete and satisfactory working order the work contemplated by the Contract Documents. The mention in any part of the Specifications of any specific liability, duty or responsibility of the Contractor will not be construed as a restriction, limitation or waiver of any general liability, duty or responsibility of the Contractor, such mention being merely for explanatory purposes. The Contractor shall be solely responsible for the adequacy of his plant, tools and equipment, approval of the Engineer notwithstanding.

The Contractor shall do the work in a manner judged to best promote rapid construction consistent with due regard for the safety of life and the preservation of property, the satisfaction of the Engineer, and the intent of the Contract Documents.

The Contractor shall:

- a) make all necessary excavations or embankments.
- b) do all clearing and grubbing.
- c) place all sheeting, shoring, bracing and supports.
- d) furnish all underdrains.
- e) provide draining, pumping bailing, ditching and diking for surface or below ground water.
- f) provide all things necessary to protect, support and maintain structures, utilities, drains, conduits, culverts, trees, fences, poles, walls, earth banks, shrubbery, sidewalks, railways, roadways and drives.
- g) repair all damage done to items in (f) above.
- h) do all fencing, lighting and watching.
- i) drive all piles and construct all foundations.

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## SECTION 00761

### DESCRIPTION & DELINEATION OF THE WORK

#### 00761.01 INTENT OF PLANS AND SPECIFICATIONS - Continued

- j) construct all concrete, brick, stone, tile and timber work.
- k) place all iron and steel work and reinforcement.
- l) lay all water pipes, sewers, drains and conduits and make all connections to or between such.
- m) resurface and repave all streets, sidewalks, roads or drives open cut or damaged.
- n) refill all trenches and excavations.
- o) provide all fences, bridges, fills, detours and signs for maintenance of travel in public ways.
- p) make all connections to or between existing structures and utilities.
- q) construct all buildings and structures.
- r) furnish and install equipment.
- s) clean up and dispose of all rubbish and surplus materials.

#### 00761.02 INTERPRETATION OF PLANS & SPECIFICATIONS

The Engineer shall interpret the Plans and Specifications, and any Change Orders or Supplemental Agreements. Anything shown on the Plans but not included in the Specifications, or mentioned in the Specifications but not shown on the Plans, shall have the same effect as if set forth in both. In the event of a conflict between the Plans and Specifications, the Specifications shall govern. The attention of the Engineer shall be called to any discrepancies, as required by ARTICLE 01340.06.

#### 00761.03 CONTRACT DRAWINGS

The location, nature and many details of the work are shown on the Contract Drawings. The work shall be constructed as shown on these Plans and such other drawings as may be issued during the life of the Contract by the Engineer, or furnished by the Contractor and approved by the Engineer.

The purpose of the Contract Drawings together with other Contract Documents, is to provide Bidders with sufficient information to prepare adequate and equitable Bids and to provide an adequate and equitable basis for the Agreement. The Contract Drawings may or may not provide sufficient detail for the actual construction of all segments of the work as shown and

## SECTION 00761

## DESCRIPTION &amp; DELINEATION OF THE WORK

## 00761.03 CONTRACT DRAWINGS - Continued

specified. The Contractor shall furnish Construction Drawings or other drawings, as specified or requested, or, as may be required to adequately delineate for his workmen all details necessary for the work.

The Contract Drawings were prepared on 24" x 36" tracings. Reduced-size prints may have been prepared for the convenience of Bidders and others. During construction, the Contractor shall obtain data and information from full-size prints in preference to reduced-size prints.

Unless otherwise stated in the Information For Bidders, the Contractor will be furnished, free of charge, three copies of the Contract Documents, including three sets of Contract Drawings. Any other copies of the Contract Documents which the Contractor may desire can be obtained by him from the Engineer at the cost of duplication thereof.

The Contractor shall keep at least one set of Specifications and one full-size set of Plans on the Site, and shall at all times give the Engineer and the Owner access thereto.

## 00761.04 ADDITIONAL OR SUPPLEMENTAL DRAWINGS

The Engineer may prepare Additional Drawings or Supplemental Drawings during the course of the work, in connection with minor changes, Change Orders, Supplemental Agreements, or to augment or amplify the Contract Drawings or other drawings, or as part of orders or instructions, and the Contractor shall abide by such drawings in the same manner as specified for the Contract Drawings.

Drawings required by the Contractor are discussed in Article 01340.01.

END OF SECTION

## GENERAL REQUIREMENTS

### SECTION 01012

#### COLLATERAL WORK

##### 01012.01 COLLATERAL WORK

The Owner may award other contracts in connection with the Project, the work under which may proceed concurrently with the work of this Contract. In this event the Contractor shall coordinate his operations with those of the other contractors, and shall cooperate with them in the arrangement for the storage of materials and performance of the work.

The Contractor and his Sub-contractors shall keep themselves informed of the progress of the work of other contractors and sub-contractors and shall notify the Engineer immediately of defective workmanship or insufficient progress on the part of others, where such will interfere with his own operations. Either failure of the Contractor to keep himself informed of the progress of work under other contracts on the Site, or failure of the Contractor to give proper notice of same, shall be deemed as acceptance by him of the status of the work under other contracts as it may affect his own work.

See also ARTICLE 00756.04, APPROVED WORK SCHEDULES, and ARTICLE 00756.06, TIME EXTENSIONS.

END OF SECTION

## **GENERAL REQUIREMENTS**

### **SECTION 01015**

#### **CONTRACTOR USE OF PREMISES**

##### **01015.01 AREA AVAILABLE FOR CONTRACTOR'S USE**

The Contractor shall confine his operations to those portions of the Owner's property, and to the right-of-ways or easements, temporary or permanent, acquired or designated for the work of the Contract as shown on the Drawings. Private property adjacent the Site shall not be entered upon or used by the Contractor for any purpose without the written consent of the Owner thereof. A copy of such consent shall be filed with the Engineer.

When required, the Contractor shall provide and maintain fences at his own expense, along the roadways and around the grounds occupied by him for the protection of adjoining property and all persons lawfully using same. Fences shall be of materials and construction suitable in the opinion of the Engineer for their intended purpose.

All work within or abutting private property shall be performed in such ways as to create the minimum of inconvenience and disturbance to the private property and its users. Excavated materials or supplies of any kind shall not be stored on off-site public or private property without written consent of the Owner thereof, and all walks and drives shall be kept open to uninterrupted passage. A copy of each such written consent shall be filed with the Engineer.

Materials delivered upon public streets shall be neatly stored between the sidewalk and the curb or ditch line, and at least 10 feet from any fire hydrant. A passageway of at least three feet shall be preserved on the sidewalk line.

##### **01015.02 TRAVEL NOT OBSTRUCTED**

The Contractor shall not needlessly hinder or inconvenience travel on any public or private way, nor shall he wholly obstruct same without written permission of the Owner. If he is permitted to obstruct a traveled way, the Contractor shall provide plain and appropriately worded signs and adequate barricades and lighting at the nearest cross streets, and at each end of the obstructed portion, announcing such obstruction and directing traffic to and along an approved detour.

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SECTION 01015

CONTRACTOR USE OF PREMISES

01015.02 TRAVEL NOT OBSTRUCTED - Continued

Unless otherwise specified or permitted, all entrances and exits of fire houses, industrial plants, commercial buildings and public buildings shall be kept open and maintained in passable condition at all times. The Contractor shall give notice to the owner of each traveled way before interfering therewith.

01015.03 CLEANING UP

The Contractor shall remove from the Site and dispose of, at his own expense, all rubbish, refuse and unused materials, as the work progresses. If such work is neglected, the Engineer will give written notice thereof to the Contractor. If the work is not performed within five days thereafter, the Owner will employ other persons to do such work, and the expense thereof shall be deducted from any monies due or to become due the Contractor.

The Contractor shall clean and leave free from obstruction all pipes, buildings, manholes and other structures. This work shall be coordinated with the Engineer's Inspection at Substantial Completion, or as directed. All rubbish, refuse, unused materials, plant and equipment shall be removed from the Site, and the entire Site shall be left in a neat condition. All equipment installed in the work by the Contractor shall be cleaned and left in a bright and new-appearing condition.

END OF SECTION

## GENERAL REQUIREMENTS

### SECTION 01019

#### SITE CONDITIONS

##### 01019.01 PRE-BID INSPECTION & EXAMINATION

The Contractor warrants and represents that he visited the Site prior to submitting his Bid, and that he has satisfied himself as to the location and nature of the work and the quantity, quality, type and nature of both surface and subsurface structures and materials apt to be encountered.

See also 00753.01.B.

##### 01019.02 BORINGS

Any data on subsurface conditions that may have been obtained by the Owner prior to the advertisement for bids, through test borings, test pits, seismic explorations, or other means, was obtained by the Owner for his sole use and only for his own purposes. Any such data, known or recalled as of the date of advertisement for bids, are shown on separate drawings or in separate schedules and reports which are not any part of the Contract Documents. All such data are made available to Bidders, the Contractor and other interested parties only as a convenience and without express or implied representation, assurance or guarantee that any of the information is complete, correct, or adequate or representative of a true or typical picture of subsurface conditions on the Site.

The Contractor, both during his status as Bidder and after execution of the Contract, shall satisfy himself as to the nature, character, quality and quantity of above ground and below ground conditions apt to be encountered. Any reliance on data made available by the Owner shall be at the Contractor's sole risk.

No claim whatsoever shall be made by the Contractor against the Owner or Engineer for or on account of such data available, or neglected to be made available, by the Owner or Engineer.

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## SECTION 01019

### SITE CONDITIONS

#### 01019.02 BORINGS - Continued

The Contractor at any time, and any holder of Contract Documents during the period between advertisement for and receipt of bids, will be permitted to make test borings, test pits, soundings or similar subsurface investigations on the Site. Prior to making these investigations the Contractor and/or any holder of Contract Documents must notify the Engineer when and where he proposes to make such investigations.

The locations where test boring samples, if any, may be examined is given in the Additional Instructions.

See also ARTICLES 00753.01.B, 00753.07, 00759.01, 01019.04 and 01019.06.

#### 01019.03 PROTECTION OF EXISTING STRUCTURES

The Contractor shall at all times have on the Site suitable and sufficient plant and materials to adequately protect, support and sustain any and all existing structures and facilities, whether above or below ground, and shall use same as may be necessary or required to protect, support and sustain any and all such structures as may become weakened, endangered, undermined or uncovered.

He shall, at his own expense, support and sustain in their places and protect from direct or indirect damage all water, gas, steam, air or other mains or pipes, sanitary and storm water sewers and drains, conduits, subways, service connections, buildings, poles, wires, fences, pavements, sidewalks, curbs, railways, trees and other structures and property and appurtenances thereto on or in the vicinity of the Site, and shall assume all liability for damage thereto, including damage arising out of settlement or lateral movement of walls of excavations, whether occurring during performance of the work or the 12-month period of guarantee.

In the event of damage or danger to any such structure or facility the Contractor shall immediately notify the Engineer, and shall promptly repair or protect the structure as the Engineer may direct.

## SECTION 01019

## SITE CONDITIONS

## 01019.04 EXISTING STRUCTURES BELOW GROUND

The Contract Drawings show the location and character of certain existing subsurface structures and facilities apt to be encountered in excavations or located in such proximity to the work as to require precautions for their protection. The sizes, materials, locations and depths shown are only approximate, and the Contractor shall satisfy himself as to the accuracy and completeness of such information. The Contractor shall not be relieved from any of his obligations, nor be entitled to claim for damages or additional compensation, sustained or arising out of inadequacy or inaccuracy of the information given.

## 01019.05 ABANDONED STRUCTURES

Any structures, facilities or appurtenances therefor which are abandoned or become so by reason of the work, shall, at the Contractor's expense, be broken up and filled with approved material, if directed by the Engineer.

## 01019.06 LATENT SUB-SURFACE CONDITIONS

In the event that latent sub-surface conditions are found to materially differ from those on which the Plans and Specifications are based, the Contractor shall immediately notify the Engineer before they are disturbed. After prompt investigation, the Engineer will determine what changes, if any, should be made in the Plans and Specifications because of the revealed conditions, and shall instruct the Contractor accordingly. Any change in the cost of the work resulting therefrom shall be adjusted as provided in Section 00757.

## 01019.07 ADJUSTMENT OR CHANGES OF EXISTING STRUCTURES

If, in the opinion of the Engineer, an underground pipe or other structure requires realignment or relocation, and such realignment or relocation was not included in the Plans or Specifications, the Engineer will issue a Change Order for such work, and the Contractor shall be compensated therefor as provided in Section 00757. The Contractor shall strip or uncover and support or sustain the structure at his own expense prior to such Change Order, as part of his work under the original Contract, and he shall not be entitled to claim for damage or delay due to its presence or discovery.

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## SECTION 01019

### SITE CONDITIONS

#### 01019.07 ADJUSTMENT OR CHANGES OF EXISTING STRUCTURES - Continued

Wherever existing utilities come within limits of the work, the Contractor shall notify both the Engineer and the Utility before in any way disturbing same. Any work of realignment, relocation, removal or extension of the utilities shall be done as mutually agreed by the Utility, the Contractor and the Engineer. The Contractor shall maintain satisfactory drainage of the excavation at all times from revelation of the structure until completion of its realignment or readjustment. Interruption of service by utilities shall be kept to a minimum.

The Contractor shall not cause nor permit interference with or hindrance to any municipal department, individual, public service corporation, or other company in protecting its structures and facilities, nor in removing, replacing or relocating same.

#### 01019.08 MAINTENANCE AND RESTORATION OF SERVICE

The Contractor shall, at his own expense, provide for the maintenance of flow in all water courses and all sanitary and storm sewers, drains, connections and appurtenances thereto. The contents of sewers, drains or service connections shall not be permitted to flow into excavations, sewers or other parts of the work without written permission of the Engineer, and the Contractor shall, at his own expense, immediately remove from the Site and adequately dispose of all offensive matter, in an approved manner.

The flow of water, and normal water pressure, in all water mains, conduits and service connections encountered on the Site, shall be provided for and maintained by the Contractor at his own expense. When water mains or service connections must be disturbed to the extent that service must be shut off, the Contractor shall give at least 24 hours notice to the Utility and all customers served by the lines involved. Such notice shall give the estimated times of shut-off, and restoration of service. If fire hydrants are involved, the fire department serving the area shall be similarly notified.

In the event of accidental disruption of water service, it shall be deemed an emergency, and the Contractor shall proceed with the necessary repairs immediately and continuously, giving this work priority over all other operations, until service has been satisfactorily restored. The Contractor shall give immediate notice of such break or service interruption to the Engineer, the Utility, and all customers affected, and shall supply, at his own expense, assistance in supplying

## SECTION 01019

## SITE CONDITIONS

## 01019.08 MAINTENANCE AND RESTORATION OF SERVICE - Continued

an emergency source of water when necessary by means of temporary lines, tank trucks, or other means. All lines and connections shall be restored to the satisfaction of the Engineer and the Utility.

All portions of the foregoing provisions regarding water service which are applicable to sewer, gas, telephone or other services shall apply also to maintenance and emergency repair of such services.

## 01019.09 POLES &amp; POSTS ON-SITE

Poles or posts of any Utility located within the lines of the work which, in the opinion of the Engineer, will impede progress of the work, shall be supported or removed and replaced by the Contractor at his own expense and in accordance with the requirements of the Utility involved. The Contractor shall remove, relocate, replace or support all other poles and posts at his own expense and to the satisfaction of the Engineer.

The Contractor shall employ no equipment which will unduly interfere with wires or other overhead facilities.

## 01019.10 NOTIFICATION OF OTHER PARTIES

In addition to notices to Utilities and others required elsewhere herein, the Contractor shall give written notice of his proposed construction operations to the owners of all public and private utilities at least seven days in advance of breaking ground in any area in which a utility is located. Copies of each such notice shall be simultaneously sent to the Engineer.

END OF SECTION

## GENERAL REQUIREMENTS

### SECTION 01051

#### LAYOUT OF WORK

##### 01051.01 INFORMATION PROVIDED BY ENGINEER

The Engineer will provide, on the Contract Drawings, sufficient information for the Contractor to establish baselines, offsets and other survey control points. Unless otherwise noted, no additional survey work will be provided by the Engineer.

##### 01051.02 SERVICES PROVIDED BY CONTRACTOR

Unless otherwise noted in the Additional Instructions or Specification, the Contractor will establish such additional lines, grades and elevations as he deems necessary and will include the following:

- A. Structures & Buildings: Corner stakes at all principal corners of exterior walls or foundations. Two bench marks in the vicinity of the structure or building.
- B. Sewers: Offset grade line stakes, on one side, with stations approximately forty linear feet on centers.
- C. Water Mains & Force Mains: When laid to grade, the same as for sewers. When not laid to grade, none.
- D. Roads & Runways: Offset center line grade stakes, on one side, with stations approximately fifty linear feet on centers.
- E. Embankments: Slope stakes on both sides at approximately one hundred linear feet on centers, with additional stakes at principal breaks in grade.
- F. Tunnels & Borings: Center line and offset baseline on the surface, on starting end. Also one progress check every fifty linear feet of long tunnels.
- G. Other Types of Construction: The Contractor will provide control stakes as he deems necessary to properly layout his work.

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## SECTION 01051

### LAYOUT OF WORK

#### 01051.02 SERVICES PROVIDED BY CONTRACTOR - Continued

- H. On Traverse or Cross-country type of construction, such as pipelines and roads, a temporary center line may be required for clearing purposes.
- I. The Contractor will issue a grade letter for pipeline and road construction which is to be laid or installed to a predetermined grade. All other stakes will have the information marked on a witness stake beside the hub.

The Contractor shall provide all the necessary materials for control points, including all: stakes, hubs, lath, grade boards, cleats, nails and such other materials as may be required.

The Contractor shall also provide such non-technical assistance as may be required in the establishment of marks, other than primary or basic controls, such as clearing sight lines and driving stakes.

The Contractor shall erect and establish all grade boards, batter boards and construction control lines from the information provided by the Engineer.

The Contractor shall layout the work to best suit his methods of operations, using the Engineer's information provided to assure the construction will be in the position the design anticipated.

#### 01051.03 OBLIGATIONS OF THE CONTRACTOR

The Contractor shall carefully preserve and protect all stakes, marks, monuments and points provided or described by the Engineer, and shall reimburse the Owner for any and all additional engineering costs incurred because of the replacement or reestablishment of any such items which may be moved, removed, obliterated or destroyed due to his construction operations. When directed, the Contractor shall provide suitable barricades for the protection of points.

The Contractor shall bear the entire cost of rectifying work improperly done due to his own negligence in preserving and protecting marks, or to moving or removing same without approval of the Engineer.

## SECTION 01051

## LAYOUT OF WORK

## 01051.03 OBLIGATIONS OF THE CONTRACTOR - Continued

He shall inform the Engineer a reasonable time in advance of his operations of the times and places he proposes to work, so that lines, grades and elevations may be established and necessary measurements for record and payment may be made with the minimum of inconvenience or delay to either himself or the Engineer. No additional compensation will be paid the Contractor for any delay caused by insufficient notice.

## 01051.04 LINES, GRADES AND ELEVATIONS

The terms "invert" or "grade" used in the Contract Documents in connection with pipes, sewers, channels, flumes and similar structures shall mean the inside bottom of the pipe or other surface on which the liquid flows along the center line of the completed work. "Subgrade" refers to the bottom line or surface to which excavations are necessarily made to construct the work as shown or specified, exclusive of any additional depth of excavation required for any special foundation.

The term "Grade Letter" shall mean a data sheet giving the amount of cut or fill from offset stakes to the invert or grade.

All work shall be constructed in accordance with the lines and grades shown, specified or directed. The Contractor shall be responsible for maintaining alignment and grade between points provided or described on the Contract Drawings.

## 01051.05 MASONRY CHASES, OPENINGS AND INSERTS

If the Owner awards other contracts for collateral work on the Site, it shall be the obligation and responsibility of the General Contractor to provide all openings and chases in his work to fit both his own work and that of the other contractors. The General Contractor shall provide all openings shown on the Contract Drawings, or reasonably implied thereby, as confirmed or modified by Additional Drawings or drawings submitted by Contractors and approved by the Engineer.

Where pipes or conduits pass through slabs or walls, the sleeves or opening forms shall be provided by the installer of the pipes or conduits but shall be placed by the General Contractor.

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SECTION 01051

LAYOUT OF WORK

01051.05 MASONRY CHASES, OPENINGS AND INSERTS - Continued

If hanger inserts or similar items are required, they shall be furnished by the installer of the pipe or other equipment for which the hangers are intended, but shall be placed by the General Contractor.

Any expense resulting from mislocated, defective, or ill-timed work shall be borne by the Contractor responsible therefor. No Contractor shall alter the work of another Contractor without the consent of the Engineer and knowledge of the Contractor involved, and no Contractor shall endanger any work by cutting, excavating or other operations.

01051.06 PAYMENT FOR LAYOUT OF WORK

The cost to the Contractor of providing the services and materials specified in this Section 01051 shall be included in the price, or total of prices, given in the Bid on which the Agreement is based, and no separate payment will be made therefor. Any cost to the Owner for additional engineering layout work, as set forth in ARTICLE 01051.03, will be deducted from monies due or to become due the Contractor.

END OF SECTION

## GENERAL REQUIREMENTS

### SECTION 01064

#### SAFETY AND HEALTH

##### 01064.01 SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the U.S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standard Act (PL 91-54), latest revisions.

In order to protect the general public and the lives and health of his employees under the Contract, the Contractor shall comply with all pertinent provisions of the latest issues of the Federal Register, Bureau of Labor Standards, Safety and Health Regulations; New York State Industrial Code Rule 30 pertaining to Tunneling Operations; New York State Industrial Code Rule 23 pertaining to Trenching Operations; and the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under this Contract. In case of a conflict between the above noted authorities, the most stringent shall prevail.

The Contractor shall have on the project site at all times, while work is in progress, at least one person skilled in safety and health procedures and familiar with State and Federal safety and health regulations whose responsibility shall be to observe methods and procedures. He shall have the duty and authority to stop and/or correct all unsafe and unhealthy conditions.

##### 01064.02 SAFETY AND FIRST AID

The Contractor shall at all times exercise caution in his operations and shall be responsible for the safety and protection of all persons on or about the Site. All hazards shall be avoided or guarded in accordance with the provisions of the Manual of Accident Prevention in Construction of the AGCA, unless such provisions contravene local law. The safety provisions of all applicable laws, codes and ordinances shall be observed.

The Contractor shall provide and maintain at the Site, at each location where work is in progress, as part of his plant, an approved first aid kit. Ready access thereto shall be provided at all times when men are employed on the work.

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SECTION 01064

SAFETY AND HEALTH

01064.02 SAFETY AND FIRST AID - Continued

The Contractor shall take due precautions against infectious diseases, and shall arrange for the immediate isolation and removal from the Site of any employee who becomes ill or is injured while engaged on the work.

01064.03 DUST HAZARDS

- (a) If, in the construction of the work covered by the Contract, a harmful dust hazard is created for which appliances or methods for the elimination of dust have been approved by the Board of Standards and Appeals, such appliances or methods shall be installed and maintained and effectively operated by the Contractor at his expense.
- (b) The Contract shall be void and of no effect unless the Contractor complies with the provisions of this subdivision of the Contract and Labor Law Section 222-a.

END OF SECTION

**GENERAL REQUIREMENTS**

## SECTION 01340

## SUBMITTALS

## 01340.01 DRAWINGS FURNISHED BY THE CONTRACTOR

The Contractor shall prepare, or cause to be prepared by his suppliers or Subcontractors, and submit to the Engineer for review, Shop Drawings, Setting Drawings, Working Drawings and Construction Drawings as may be specified or directed or necessary to the performance of the work. Deviations from the drawings and specifications shall be called to the attention of the Engineer at the time of the first submission of Shop Drawings, or other drawings, for consideration. Corrections or comments made on the Shop Drawings or other drawings during review do not relieve the Contractor from compliance with the requirements of the Contract Drawings and Specifications. Approval is only for general conformance with the design concept of the Project and with information set forth in the Contract Drawings and Specifications. Contractor is responsible for dimensions to be confirmed and correlated at the job site, information that pertains solely to the fabrication process or to the means and methods of construction, coordination with the work of all trades, and performing all work in a safe and satisfactory manner. Approval does not modify Contractor's duty to comply with the Contract Documents.

Within thirty days of the execution of the Agreement, the Contractor shall submit five copies of a schedule of submittals which includes a complete list of products proposed for the work tabulated by Specification Section, including manufacturer or fabricator, model number or other identifying designation.

Shop, Setting or Working Drawings shall be submitted for each type and model of fabricated materials and equipment. They shall provide complete and accurate working dimensions, weights, assembly and sectional views, details necessary to coordinating the work, anchor bolt and installation plans and instructions, parts lists and descriptions, materials and finishes lists, lists of any tools and spare parts required, diagrams of control wiring and piping, the location, sizes and types of connections to other work or other items, and any other data required to comply with the Contract or provide the workmen and the Engineer with information necessary to complete and inspect the work.

Electrical equipment drawings and data shall show physical dimensions, installation details, elementary and connection diagrams for each motor controller, interconnection diagrams for all equipment, identification of components external to electrical equipment, the coordination of control circuits, and definition of the contract arrangement and control action of the primary and final control elements.

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## SECTION 01340

### SUBMITTALS

#### 01340.01 DRAWINGS FURNISHED BY THE CONTRACTOR - Continued

If the Contractor proposes to furnish and install equipment requiring a layout or arrangement materially changed from that shown on the Contract Drawings as illustrative of one acceptable arrangement, he shall submit, for review, drawings showing the proposed arrangement and the appertaining changes to wiring, piping, structures and other equipment.

Submittals such as pre-printed manufacturers' installation instructions, maintenance data, parts lists, test results, or similar informational material are not considered Shop Drawings and will not be reviewed. Any submittal not required or otherwise requested will be returned to the Contractor.

See also ARTICLE 01340.08, ADDITIONAL ENGINEERING COSTS.

#### 01340.02 TRANSMITTAL, IDENTIFICATION AND RESUBMITTAL

The Contractor shall accompany all drawings and other data submitted to the Engineer with a letter of transmittal in duplicate. Unless otherwise specified elsewhere herein, all other correspondence with the Engineer shall also be in duplicate.

All drawings shall be suitably identified with the name of the Project, Contract Number, Contractor name, name of the equipment or materials manufacturer, specification section designation and item number (if applicable) date, and initials indicating approval of such submittal by the Contractor under the applicable specification.

The Contractor shall submit to the Engineer for review five copies of all drawings and other data, plus the number of copies he wishes returned bearing the Engineer's review stamp, comments, or request for changes, but in no case shall the total number of copies so submitted be less than six. If the Engineer makes comments or corrections, they will be noted on the drawings, or explained in a letter of transmittal, or both, and all but three copies will be returned to the Contractor for revision or other requested action. The Contractor shall make any requested revisions or additions and resubmit the drawings in the same manner as for the initial submittal. If requested by the Engineer, the Contractor shall supply additional copies of submitted data.

## SECTION 01340

## SUBMITTALS

## 01340.02 TRANSMITTAL, IDENTIFICATION AND RESUBMITTAL - Continued

The Engineer's review stamp shall indicate one of the following:

- Approved
- Approved as Noted
- Revise as Noted - Resubmit
- Rejected - Resubmit as Specified

Upon return of a submittal marked "Approved" or "Approved as Noted", the Contractor may order, ship or fabricate the materials so noted. A submittal marked "Approved as Noted" should not be resubmitted for further review. Submittals marked "Revise as Noted – Resubmit" include extensive corrections or corrections of major importance affecting other items and require the submittal to be amended and resubmitted for a final review. Submittals marked "Rejected – Resubmit as Specified" are reserved for materials or equipment which are unacceptable. The Contractor shall resubmit for materials or equipment which are acceptable and in accordance with the Specifications.

More than one resubmittal per material or equipment will be considered an additional cost to the Engineer which shall be reimbursed by the Contractor. Refer to Article 01340.08 for method of reimbursement.

## 01340.03 DELAY THROUGH TARDY SUBMITTAL

All submittals shall be made on such a schedule and at such time as to permit adequate review. The Contractor shall make due allowance for possible revisions and resubmittals. Delays caused by tardy submittal of drawings or data for review shall be the responsibility of the Contractor. No work covered by submitted drawings, or drawings specified to be submitted, shall be performed until such drawings and data have been reviewed.

See also ARTICLE 00756.04, APPROVED WORK SCHEDULES.

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## SECTION 01340

### SUBMITTALS

#### 01340.04 CONTRACTOR RESPONSIBLE FOR ACCURACY

The Contractor shall be responsible for the accuracy and completeness of the drawings and other data he submits, for their conformity to the Plans and Specifications, and for the proper fit and clearance of all construction work.

The Owner retains for the Engineer the option to refuse to review submitted data that are improperly identified or incomplete or which have not been checked by the Contractor for compliance with the Contract Documents.

#### 01340.05 ADDITIONAL INSTRUCTIONS

The Engineer may from time-to-time issue additional instructions to the Contractor as may be necessary to amplify, augment, modify or clarify the Contract Documents. These may be in the form of drawings, specifications, interpretations, orders and instructions, and may be in connection with or made a part of a Supplemental Agreement, Change Order, or Minor Change.

See also SECTION 00757, CHANGES IN THE WORK.

#### 01340.06 DRAWINGS TO BE CHECKED BY CONTRACTOR

The Contractor shall check all dimensions, quantities and representations in the Specifications, Contract Drawings, Additional Drawings and all Supplemental Agreements, Change Orders and Instructions, and shall immediately notify the Engineer of any and all errors, omissions, or discrepancies therein which he may find. The Contractor will not be permitted to take advantage of any such error, omission or discrepancy in any Contract Document or subsequent document, as full instructions will be provided by the Engineer in such case.

#### 01340.07 SUBSTITUTES AND "OR-EQUAL" ITEMS

Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item, the Specification or description is intended to establish the type, function and quality required. Unless the Specification or description contains or is followed by words reading that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment may be accepted by the Engineer under the following circumstances:

## SECTION 01340

## SUBMITTALS

## 01340.07 SUBSTITUTES AND “OR-EQUAL” ITEMS - Continued

“Or-Equal”: If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is of similar quality and functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed equal items.

Substitute Items: If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item, it will be considered a proposed substitute item. Contractor shall submit sufficient information as provided below in advance to provide adequate time to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the Engineer will include the following or as the Engineer may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall first make written application to Engineer for review thereof, certifying that the proposed 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 of the proposed substitute will prejudice Contractor’s achievement of Substantial Completion on time, whether or not the substitute for use in the work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the project) to adapt the design to the proposed 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. All variations of the proposed 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 Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish additional data about the proposed substitute.

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SECTION 01340

SUBMITTALS

01340.08 ADDITIONAL ENGINEERING COSTS

In the event that the Contractor fails to submit acceptable Shop Drawings (i.e., Shop Drawings which are returned marked “Approved” or “Approved as Noted”) within two submittals, further review of the Shop Drawings will be considered an Additional cost. Similarly, all Engineering Costs associated with the review of a substitution will be considered an Additional cost.

Additional Engineering Costs include redesign, additional Shop Drawing reviews, investigations, consultant fees and revisions to the Contract Documents required because of the proposed substitution. Additional Engineering Costs will be the total of:

- a. Billing Rates Schedule
- b. Direct Expenses Plus 10%
- c. Consultant Fees Plus 10%

Additional Engineering Costs shall be deducted from Contractor Payments by the Owner, in accordance with the Agreement for Engineering Services between the Owner and the Engineer.

END OF SECTION

## **GENERAL REQUIREMENTS**

### **SECTION 01506**

#### **WORK UNDER UNUSUAL CONDITIONS**

##### **01506.01 WORK AFTER DARK**

Unless specifically required elsewhere herein, the Contractor shall perform no work after dark except in emergencies. When time permits, he shall inform the Engineer in advance of such work and shall obtain the Engineer's approval. When time does not permit advance notice to the Engineer, he shall inform the Engineer at the earliest possible moment.

The placing of concrete shall be so scheduled as to be started early enough in daylight hours to allow sufficient time for the completion of the section under construction before dark, including the work of finishers.

When, in order to minimize interference with existing structures or utilities, or maintain traffic, it may, in the opinion of the Engineer, be expedient or necessary to do work after dark, such work shall be performed by the Contractor at no additional cost to the Owner, and the Contractor shall provide adequate lighting therefor.

##### **01506.02 WORK ON SUNDAYS OR HOLIDAYS**

Unless specifically required elsewhere herein, the Contractor shall do no work on Sundays or locally recognized legal Holidays except in an emergency, and then shall confine his operations to only the work considered necessary to be performed at such time.

##### **01506.03 WORK IN STORMS**

If required by the Engineer, masonry work and the mixing and placing of concrete shall be halted during rain storms, and all fresh work shall be immediately protected with suitable coverings. The Contractor shall keep a sufficient quantity of such coverings at the Site as part of his plant and equipment.

No paving, exterior painting, fine grading, seeding or roofing shall be done during rain or snow storms.

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SECTION 01506

WORK UNDER UNUSUAL CONDITIONS

01506.04 WORK IN COLD WEATHER

Certain Specifications contain provisions prohibiting the performance of certain work in cold weather, or outlining the conditions under which such work may be so performed. In the absence of specific mention elsewhere in the Contract Documents, the judgement of the Engineer shall govern in any case where temperature may adversely affect or prevent the performance of good work.

END OF SECTION

## **GENERAL REQUIREMENTS**

### **SECTION 01510**

#### **SERVICES DURING CONSTRUCTION**

##### **01510.01 SANITARY FACILITIES**

The Contractor shall provide on the Site, at his own expense, one or more toilets, suitably screened from public observation for the use of all persons employed on the work. They shall be provided, maintained and removed, when directed, by the Contractor, in such quantity, locations and manner as approved by the Engineer. Contents shall be removed and disposed of in a manner and at such times as shall be approved. Chemical toilets are to be preferred.

The Contractor shall not permit or condone the committance of nuisances on or about the Site. Any employee found violating these provisions shall be discharged in accordance with the provisions of ARTICLE 00754.02.

The Contractor shall comply with any and all sanitary regulations as may have been established for the locality.

If the Owner awards other contracts for collateral work on the Project, the provision of sanitary convenience shall be the responsibility of the General Contractor, and all such facilities shall be made available to other Contractors and all Subcontractors until the date of the Certificate of Substantial Completion of the General Contract. Each Contractor, however, shall be individually responsible for the acts of his employees and Sub-contractors, and for all provisions of this Section after completion of the General Contract.

##### **01510.02 WATER**

The Contractor shall provide at all times sufficient drinking water from an approved source and by approved means, for all persons having reason to be on the Site in connection with the work.

If an ample supply is owned or controlled by the Owner, and is available at or near the Site, such supply will be made available to the Contractor, subject at all times to the requirements of the Owner established therefor, and at a cost to the Contractor as determined by the current schedule of charges filed by the Utility for all customers. Permission to use the water must be obtained in writing.

01510-2

## SECTION 01510

### SERVICES DURING CONSTRUCTION

#### 01510.02 WATER - Continued

If water is obtained from a public or private supply not owned or controlled by the Owner, the Contractor shall make such arrangement for service with the owners thereof as they may require.

Non-potable water for other than drinking purposes may be obtained at the Site from the ground or surface sources, at the Contractor's own expense. The water must, however, be suitable for the purpose intended and shall be approved by the Engineer. The Specifications, for instance, contain requirements for water for making concrete and mortar.

If the Owner awards other contracts for collateral work on the Project, it shall be the responsibility of the General Contractor to obtain potable water for drinking purposes, and such water shall be made available to all Contractors, until the date of the Certificate of Substantial Completion for the General Contract. Each Contractor, however, shall be individually responsible for providing potable water for his own employees and his Sub-contractors after completion of the General Contract.

If the General Contractor provides water, whether potable or non-potable, for his own purposes during construction of the work, besides drinking water, such water shall be made available to other Contractors and their Sub-contractors during the life of the General Contract. Removal of temporary facilities shall be by the General Contractor, but such installation and meters shall remain until need therefor by each Contractor has ceased, or until the date of the Certificate of Substantial Completion of the General Contract. Each Contractor shall provide his own services after completion of the General Contract.

#### 01510.03 TEMPORARY HEAT

If the Owner awards other contracts for collateral work on the Project, it shall be the obligation and responsibility of the General Contractor to provide and maintain temporary heat in all above ground structures, and in all below ground structures other than manholes and similar pipeline appurtenances, by means of portable electric, oil or gas-fired appliances. The General Contractor shall provide and pay for all fuel and electric power used by such appliances, and any wiring or connections required, and shall provide suitable smoke pipes or other devices to prevent the deposit of smoke or smudge on building components or equipment.

## SECTION 01510

## SERVICES DURING CONSTRUCTION

## 01510.03 TEMPORARY HEAT - Continued

After their installation by the Heating & Ventilating Contractor, the permanent heating system facilities may be used for temporary heating purposes, the operation thereof, and any temporary wiring or piping required and all power consumed shall be the obligation and responsibility of the General Contractor, who shall also be responsible to the Heating & Ventilating Contractor for the repair of any damage of work of the Heating & Ventilating Contract suffered as the result of use by the General Contractor.

After enclosure of all spaces to be heated, except for doors, windows and similar apertures, temporary enclosures for all apertures shall be provided. Temperatures in the entirety of such spaces shall be continuously maintained at not less than 50°F between October 15 and May 15, unless written permission is granted otherwise by the Engineer. The General Contractor shall securely install on each floor of each building near the center of the building, a suitable thermometer. Either the temporary or the permanent heating system shall be available for around-the-clock use during the season specified above.

The Owner will supply all heat after the date of the Certificate of Substantial Completion of the General Contract.

No portion of the Temporary Heat provisions herein contained shall be construed to waive or modify any provisions regarding maintenance of air or materials temperatures for the protection of the work contained elsewhere in the Contract Documents.

## 01510.04 TEMPORARY ELECTRIC LIGHT AND POWER

If the Owner awards other contracts for collateral work on the Project, it shall be the obligation and responsibility of the General Contractor to provide and maintain temporary facilities for furnishing light and power necessary for operations under the General Contract, and to make all necessary arrangements therefor, including all required conductors, outlets and connections, ordering the meter, paying all fees and inspection charges and pay for all power bills until the date of the Certificate of Substantial Completion of the General Contract.

01510-4

SECTION 01510

SERVICES DURING CONSTRUCTION

01510.04 TEMPORARY ELECTRIC LIGHT AND POWER - Continued

The facilities shall be available to other Contractors and their Sub-contractors for their use in connection with their work. The installation and meters shall remain until need for same by each Contractor has ceased, or until the date of the Certificate of Substantial Completion of the General Contract. Each Contractor shall provide his own services after completion of the General Contract.

It shall be the responsibility of the General Contractor to provide, prior to the completion of his Contract, temporary power of proper voltage and capacity necessary to test and operate all equipment installed under this Contract.

01510.05 PAYMENT FOR SERVICES DURING CONSTRUCTION

The General Contractor will receive no direct payment for providing, maintaining or removing any of the temporary facilities or services specified in this Section 01510, and compensation for same shall be included, in the price, or total of prices, given in the Bid on which this Agreement is based, and no separate payment will be made therefor.

END OF SECTION

## GENERAL REQUIREMENTS

### SECTION 01568

#### EROSION AND SEDIMENT CONTROL

##### 01568.01 GENERAL

The Contractor shall control erosion and sediment caused by construction activities through the use of scheduling, phased construction and restoration, berms, dikes, dams, sediment basins, fiber mats, netting, gravel, mulches, grasses, slope drains and other erosion control devices or methods.

In the event of conflict between these specification requirements and pollution control laws, rules or regulations of other Federal, State or local agencies, the more restrictive laws, rules or regulations shall apply.

##### 01568.02 CONTROL SCHEDULE

At the pre-construction conference, or prior to the start of the applicable construction, the Contractor shall be required to submit, for acceptance, his schedules for the accomplishment of erosion and sediment control. He shall also submit, for acceptance, his proposed method of erosion and sediment control on haul roads and borrow pits and his plan for disposal of waste materials or control details for other potential sources of pollution.

The Contractor shall schedule and conduct his operations to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, impoundments (lakes, reservoirs, etc.) and lands adjacent to or affected by the work. Construction of drainage facilities and performance of other contract work which will contribute to the control of erosion and sedimentation shall be carried out prior to earthwork operations and maintained in conjunction with earthwork operations. The area of bare soil exposed at any one time by construction operations shall not exceed the maximum acreage allowable under applicable State and Federal laws.

SECTION 01568

EROSION AND SEDIMENT CONTROL

01568.03 CONTROL MEASURES

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

- A. When borrow material is obtained from other than commercially operated sources, erosion of the borrow site shall be so controlled both during and after completion of the work that erosion will be minimized and sediment will be prevented from entering streams or other bodies of water. Waste or disposal areas and construction roads shall be located and constructed in a manner that will prevent sediment entering streams.
- B. Frequent fording of live streams will not be permitted; therefore, temporary bridges or other structures shall be used wherever an appreciable number of stream crossings are necessary. Unless otherwise approved in writing by the Engineer, mechanized equipment shall not be operated in live streams.
- C. When work areas or gravel pits are located in or adjacent to live streams or other bodies of water, such areas shall be separated from the main stream by a dike or other barrier to prevent entry of sediment into a flowing stream. Care shall be taken during the construction and removal of such barriers to prevent the muddying of a stream or body of water.
- D. All waterways shall be cleared as soon as practicable of falsework, piling, debris or other obstructions placed during construction operations and not a part of the finished work.

Ditches which are filled, or partly inoperative shall be cleaned, stabilized, and made operative before the Contractor stops work for any day, and shall be maintained in a condition satisfactory to the Engineer for the duration of the Contract.

- E. Water from aggregate washing, dewatering or other operations containing sediment shall be treated by filtration, settling basin or other means sufficient to reduce the turbidity so as not to cause a substantial visible contrast to natural conditions in the receiving waters.

## SECTION 01568

## EROSION AND SEDIMENT CONTROL

## 01568.03 CONTROL MEASURES - Continued

- F. Pollutants such as fuels, lubricants, bitumens, raw sewage and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or man-made channels leading thereto. Wash water or waste from concrete mixing operations shall not be allowed to enter live streams or other bodies of water.
- G. All applicable regulations of environmental protection agencies, conservation agencies, and fish and wildlife agencies and statutes relating to the prevention and abatement of pollution shall be complied within the performance of the Contract.
- H. Slopes exceeding 15 percent require special treatment such as water diversion berms, straw bale sediment barriers, sodding, fabric blankets or mesh, or the use of an approved mulch tacking agent over straw or hay mulch applied over seeded areas.

The erosion and sediment control features installed by the Contractor shall be acceptably maintained by the Contractor throughout the Contract period. When it becomes necessary, the Engineer will inform the Contractor of unsatisfactory construction procedures and operations insofar as erosion control, water and air pollution are concerned. If the unsatisfactory construction procedures and operations are not corrected promptly, the Engineer may suspend the performance of any or all of other construction until the unsatisfactory condition has been corrected.

## 01568.04 PAYMENT

Unless a specific payment item is included in the Bid, payment for Erosion and Sediment Control shall be included in the price, or total of prices, given in the Bid on which this Agreement is based, and no separate payment will be made therefor.

END OF SECTION

## GENERAL REQUIREMENTS

### SECTION 01577

#### BASIC MAINTENANCE OF TRAFFIC

##### 01577.01 GENERAL

This work shall consist of basic maintenance and protection of traffic within the limits of and for the duration of the Contract.

##### 01577.02 TRAVEL NOT OBSTRUCTED DURING EXCAVATION

The Contractor shall not needlessly hinder or inconvenience travel on any public or private way, nor shall he wholly obstruct same without written permission of the Owner. If he is permitted to obstruct a traveled way, the Contractor shall provide plain and appropriately worded signs and adequate barricades and lighting at the nearest cross streets, and at each end of the obstructed portion, announcing such obstruction and directing traffic to and along an approved detour.

Unless otherwise specified or permitted, all entrances and exits of fire houses, industrial plants, commercial buildings and public buildings shall be kept open and maintained in passable condition at all times. The Contractor shall give notice to the Owner of each traveled way before interfering therewith. A minimum of 24 hours notice shall also be given to local police and fire control agencies.

##### 01577.03 BASIC MAINTENANCE AND PROTECTION OF TRAFFIC

Traffic shall be maintained over a reasonably smooth traveled way which shall be so marked by signs, delineators, guiding devices and other methods that a person who has no knowledge of conditions may safely and with a minimum of discomfort and inconvenience ride, drive or walk, day or night, over all or any portion of the highway and/or structure under construction where traffic is to be maintained.

- |              |  |
|--------------|--|
| A. Surface.  | Maintain the surface condition of the traveled way so it is consistent with the appropriate speed limit. |
| B. Drainage. | Maintain the drainage facilities and other highway elements, old or new, including detours.              |

## SECTION 01577

## BASIC MAINTENANCE OF TRAFFIC

## 01577.03 BASIC MAINTENANCE AND PROTECTION OF TRAFFIC - Continued

- C. Bus Stops. Maintain existing bus stops, if any, so bus passengers are reasonably accommodated.
- D. Pedestrian Traffic. Provide adequate protection for pedestrian traffic during all phases of construction.
- E. Intersecting Highways. Provide ingress and egress to and from intersecting highways, homes, businesses and commercial establishments.
- F. Dust Control and Spillage. Control dust and keep the traveled way free from materials spilled from hauling equipment. This shall also apply to dust control and spilled material resulting from the Contractor's operations in the areas outside the Contract limits. The Contractor shall provide for the control of dust, as necessary, during the construction period. Dust shall be controlled by water spray, or as approved by Engineer. Exposed soils shall be graded, seeded and mulched as soon as practicable.
- G. Flagmen. Provide the necessary traffic control equipment and flagmen for adequate traffic control on the traveled way.
- H. Repairs. Make the necessary repairs to existing pavement and structure wearing surfaces as required to provide a reasonably smooth traveled way where vehicle operation is maintained.
- I. Responsibility to the Public. Protect the public from damage to person and property which may result directly or indirectly from any construction operation.
- J. Snow and Ice Control. Maintain the traveled way in such a condition and conduct operations in such a manner that snow and ice may be readily controlled by others as and when necessary, and in such a manner that proper drainage is provided for the melting of snow in the banks resulting from normal plowing. The Contractor shall not, however, be responsible for snow and ice control on the pavement or traveled way.

SECTION 01577

BASIC MAINTENANCE OF TRAFFIC

01577.04 PAYMENT

Unless a specific payment item is included in the Bid, payment for Basic Maintenance of Traffic shall be included in the price, or total of prices, given in the Bid on which this Agreement is based, and no separate payment will be made therefor.

END OF SECTION

## GENERAL REQUIREMENTS

### SECTION 01580

#### PROJECT SIGN

##### 01580.01 GENERAL

If directed in the Additional Instructions, the Contractor shall provide and erect a project sign or signs at the project site identifying the project and the applicable funding agencies participating in the project. The project sign(s) shall also indicate the title and description of the project, Owner, Engineer and Contractor. The sign(s) shall be erected within twenty-one (21) days after the construction contract is awarded, and shall be in accordance with the specifications and detailed drawing included in the Additional Instructions.

##### 01580.02 SIGN PANEL

Each sign panel shall be constructed of 3/4" minimum thickness marine plywood rabbetted into a 2" x 4" lumber frame. All fasteners used in the construction of each sign shall be of a rustproof nature.

##### 01580.03 PAINTING

Each sign face shall be painted with the proper paint colors for the background, lettering and emblem as specified in the Additional Instructions. All supports, trim and the back of the sign panel, shall be painted with at least two coats of the same color paint as used for each sign face. All paint used shall be exterior grade paint, suitable for use on wood signs.

##### 01580.04 MISCELLANEOUS

Sign(s) shall be located in a prominent position and aligned as determined by the Engineer. Adequate support for the project sign(s) shall be provided by the Contractor. The bottom edge of each sign shall be a minimum of 3 feet above grade. The project sign(s) shall be maintained in good condition by the Contractor for the duration of construction. The removal of the project sign(s) from the construction site by the Contractor shall be at the completion of construction, when ordered by the Engineer.

01580-2

SECTION 01580

PROJECT SIGN

01580.05 PAYMENT

Unless a specific payment item is included in the Bid, payment for Project Sign, including fabrication, erection, maintenance and removal of each sign, shall be included in the price, or total prices, given in the Bid on which this Agreement is based, and no separate payment will be made therefor.

END OF SECTION

## GENERAL REQUIREMENTS

### SECTION 01590

#### ENGINEER'S FIELD OFFICE TRAILER

##### 01590.01 DESCRIPTION

Unless waived by provisions within the Additional Instructions, the Contractor shall provide a field office trailer for the exclusive use of the Engineer and his assistants. The trailer shall be separate from that of the Contractor, and shall be ready for occupancy within ten days following execution of the Contract.

##### 01590.02 FACILITIES TO BE PROVIDED

The name of the supplier and proposed layout shall be submitted to the Engineer and approved prior to delivery of the trailer.

The trailer office shall be new or in first class condition and shall be not less than 12 feet by 56 feet, excluding the tongue.

Washroom with hot water supply and toilet facilities within the trailer shall be supplied with potable water and connected to a sanitary sewage disposal system. The trailer shall be fully air conditioned. A gas or oil heat system shall be provided within the field office. A minimum of one month's fuel storage shall be provided, together with the necessary appurtenances to control heat and check fuel storage. Heating and air conditioning equipment shall be capable of maintaining an air temperature of 70°F.

An individual, unlisted, direct line telephone service shall be provided for the exclusive use of the Engineer. Telephone service, local and toll charge calls, shall be paid by the Contractor.

It shall be the responsibility of the Contractor to maintain the field office trailer and all facilities furnished with it. Maintenance shall include removal of snow, janitorial services, and adequate protection of pipes.

It shall be the Contractor's responsibility to furnish adequate heat, electric power and light to the field office trailer at his expense. Adequate lighting shall consist of a minimum, of four, two lamp, 4' fluorescent lights.

01590-2

SECTION 01590

ENGINEER'S FIELD OFFICE TRAILER

01590.02 FACILITIES TO BE PROVIDED - Continued

The following office furniture and equipment shall be furnished with the trailer:

- Two 8' flat top double desks with 2 sets of two drawer metal file cabinets in each desk.
- 1 built-in drafting table 36" x 72" with double storage cabinets underneath.
- 4 swivel chairs.
- 2 drafting stools.
- 1 four drawer, fireproof legal size filing cabinet with lock.
- 2 plan racks with space for 5 plan hangers each.
- 4 wall coat hooks.
- 2 large metal waste baskets.
- 1 refrigerator, minimum 2 cubic feet.

01590.03 LOCATION

The trailer shall be erected on an approved location convenient for inspection of the work, as directed by the Engineer. The field office trailer shall be moved once if directed by the Engineer.

01590.04 PAYMENT

Payment for the Engineer's Field Office Trailer, and all services to be provided with it, not included under other unit or lump sum price items shall be made at the price stated in the Bid.

END OF SECTION

## **GENERAL REQUIREMENTS**

### **SECTION 01640**

#### **MATERIALS, EQUIPMENT AND WORKMANSHIP**

##### **01640.01 MATERIALS AND WORKMANSHIP - GENERAL REQUIREMENTS**

All workmanship, materials, equipment and appliances shall comply in all respects with the applicable Specifications, unless specific exception is made.

All materials furnished or incorporated in the work shall be new, unused and of the quality and characteristics specified. Used materials may be furnished or incorporated in the work only under special circumstances and only with the Engineer's prior written approval. If the quality or characteristics of any material are not specifically set forth in the Contract Documents, the material used shall be that customarily used in first class work of a similar nature and character.

All workmanship in manufacture and construction not specifically covered in the Specifications shall be of the first class order and equal to that customarily used in first class work of a similar nature and character. The Contractor shall exercise special care during construction to make all structures watertight.

See also ARTICLE 00754.02 and 00753.08.

##### **01640.02 SAMPLES, TESTS AND INSPECTIONS**

All materials, equipment and workmanship shall be subject to inspection, examination and tests by the Engineer, or persons or corporations designated by him, at any and all times during manufacture or construction and at any place or places where manufacture or construction are performed.

If required by the Specifications, or if requested by the Engineer, the Contractor shall submit to the Engineer for examination, testing and approval, typical samples of materials and appliances. Samples shall be submitted sufficiently in advance of the time they are proposed to be used in the work so that neither rejections and re-submittals nor the time reasonably required for testing shall cause delay. Each unit, lot or batch of materials submitted shall be properly tagged or labeled and identified with the portion of the work for which they are intended. Transmittals shall be covered by a letter of transmittal in the manner specified for the submittal of drawings ARTICLE 01340.02.

## SECTION 01640

## MATERIALS, EQUIPMENT AND WORKMANSHIP

## 01640.02 SAMPLES, TESTS AND INSPECTIONS - Continued

All laboratory tests called for in the Specifications or requested by the Engineer shall be performed at the Contractor's expense. Documentary evidence that materials pass the required inspection and tests shall be furnished to the Engineer prior to the use of the materials in the work. Bureaus, laboratories and agencies used for the inspection and testing of materials, equipment and appliances will be selected by the Contractor, who will submit their names to the Engineer for approval prior to the performance by them of any tests.

## 01640.03 REMOVAL OF FINISHED WORK FOR INSPECTION

If, at any time prior to the date of the Certificate of Substantial Completion, the Engineer considers it necessary or advisable to examine any portion of the work already completed by removing or tearing out materials or coverings, or by excavating or otherwise exposing the portion of the work to be examined, the Contractor, upon receipt of a written request from the Engineer, shall promptly perform such work as is necessary so to do.

If the work in question is found to be defective, or not in conformance with the Specifications, due to the fault of or omission of the Contractor, or if any work shall be covered over without the consent or approval of the Engineer, whether or not defective, the Contractor shall bear all the expense of such removal, tearing out, excavating or exposing and of satisfactory reconstruction.

If, however, such consent or approval shall have been given, and the work exposed is found to be satisfactory and in conformance with the Specifications, the Contractor shall be compensated for the expenses of such removal, examination and reconstruction as provided in ARTICLE 00757.03.

## 01640.04 FIELD TESTS

The Contractor, at his own expense, shall conduct all tests specified or required by law or permit of installed equipment and materials, when ordered by and under the supervision of the Engineer. The Engineer at his own discretion may make additional field tests of materials and equipment on the Site. The Contractor shall furnish, at his own expense, the materials required for all field tests and reasonable labor and plant to assist the Engineer in conducting the tests.

## SECTION 01640

## MATERIALS, EQUIPMENT AND WORKMANSHIP

## 01640.05 MANUFACTURERS AND SUPPLIERS

Within 30 days following the execution of the Contract, the Contractor shall submit to the Engineer the name or names of the manufacturers or vendors from whom he proposes to purchase the equipment and materials specified for the work. Following approval of the manufacturer or supplier by the Engineer, the Contractor shall submit complete and detailed drawings, bulletins, specifications and other data in connection with the equipment and materials and arrangement thereof he proposes. See also ARTICLES 01340.01 through 01340.04 and 01340.06.

No award shall be made by the Contractor, and no work in connection with the equipment or materials shall proceed prior to review of the submitted data. All items of equipment of like type shall be the product of one manufacturer, unless specified otherwise or specifically permitted by the Engineer.

## 01640.06 EXPERIENCE AND EQUIVALENT CLAUSES

Unless otherwise specified, shown or permitted, all equipment and materials shall be the product of manufacturers who have built equipment or produced materials of a like or similar type, character, size and capacity for at least three years prior to submittal for approval and who, if requested by the Engineer, shall submit evidence thereof.

Wherever reference is made in the Contract Documents to any specific material, equipment, appliance or model, it is understood that any product considered to be equivalent by the Engineer may be used, and such reference is for the purpose of illustration and establishment of a standard. This provision is understood to hold true in all instances, use or omission of the term "or equal" notwithstanding.

## 01640.07 INSTALLATION OF EQUIPMENT

All equipment shall be installed in a neat and workmanlike manner as shown on the Plans or as directed, and shall be accurately leveled, aligned and adjusted for satisfactory operation and so installed that all necessary connections can be readily made.

## SECTION 01640

## MATERIALS, EQUIPMENT AND WORKMANSHIP

## 01640.07 INSTALLATION OF EQUIPMENT - Continued

The Contractor shall furnish, install and protect all necessary bearing plates, guides, rails, anchor and attachment bolts and fastenings and all other appliances and appurtenances required for the installation of all components of the equipment specified. Adequate templates and installation drawings and instructions shall be provided. Anchor bolts shall be of the size, type and material recommended by the manufacturer or directed by the Engineer.

The Contractor shall furnish all oils and greases for initial operation, and shall provide the Engineer with a list of the lubricants used on each item of equipment. Insofar as possible, all lubricants shall be obtained from one manufacturer, approved by the Engineer and by the equipment manufacturers. Each piece of equipment shall bear a substantial metal or plastic nameplate, securely fastened in a convenient place inscribed with the name of the manufacturer, the year of manufacture, model number, serial number and basic rating data.

## 01640.08 TOOLS, ACCESSORIES AND MANUALS

Unless otherwise specified, the Contractor shall furnish for each type, model or size of equipment a complete set of any special tools and accessories, suitably identified, which may be required to adjust, operate, repair or maintain the equipment.

The Contractor shall also furnish and deliver to the Engineer five complete sets of bulletins, diagrams, parts lists, instructions, manuals and other data required for operation, maintenance and repair of the equipment.

## 01640.09 CARE AND PROTECTION OF THE WORK

During the life of the Contract, the Contractor shall be solely responsible for the care and protection of the work and for all materials, appliances, supplies and equipment to be used in the work, both during storage and after installation or incorporation in the work. He shall protect all materials to be used in the work, all work in progress, and all completed work from damage by flood, fire, freezing or other undesirable results of weather, accident, theft and vandalism. Any damage or loss shall be made good by the Contractor at his own expense before a Certificate of Substantial Completion will be issued.

See also ARTICLES 00759.07, 00759.08 and 00757.04.

## SECTION 01640

## MATERIALS, EQUIPMENT AND WORKMANSHIP

## 01640.10 ABSENCE OF ENGINEER

The Contractor shall perform no backfilling or covering operations of any underground portions of the work until after the Engineer or his inspector shall have inspected or tested and approved the work. If such work is covered in absence of an inspector, it shall be exposed by the Contractor for inspection as specified in ARTICLE 01640.03.

END OF SECTION

SECTION 02112

SITE WORK

BRUNO ROAD  
CULVERT REPLACEMENT

02112.01 DESCRIPTION

Under this Item, the Contractor shall furnish all labor, materials, and equipment for the completion of Site Work for the Bruno Road Culvert Replacement project as shown, specified, or directed.

02112.02 WORK INCLUDED

The following items of work (with applicable Standard Specifications Section and/or item number) are included:

- 201.06 CLEARING AND GRUBBING
- 203.02 UNCLASSIFIED EXCAVATION AND DISPOSAL
- 203.03 EMBANKMENT-IN-PLACE
- 203.07 SELECT GRANULAR FILL
- 203.21 SELECT STRUCTURAL FILL
- 206.01 STRUCTURE EXCAVATION
- 206.0201 TRENCH AND CULVERT EXCAVATION
- 207.20 GEOTEXTILE BEDDING
- 207.24 GEOTEXTILE STABILIZATION
- 209.1501 TURBIDITY CURTAIN - TEMPORARY
- 209.2301 SEDIMENT FILTER LOG - TEMPORARY, 12 INCH
- 304.12 SUBBASE COURSE, TYPE 2
- 404.128301 12.5 F2 TOP COURSE ASPHALT, 80 SERIES COMPACTION
- 404.198901 19 F9 BINDER COURSE ASPHALT, 80 SERIES COMPACTION
- 407.0102 DILUTED TACK COAT
- 552.17 SHIELDS AND SHORING
- 553.020001 COFFERDAMS (TYPE 2)
- 553.030001 TEMPORARY WATERWAY DIVERSION STRUCTURE
- 568.54 STEEL BRIDGE RAILING (THREE RAIL)
- 568.70 TRANSITION BRIDGE RAILING
- 595.50000018 SHEET-APPLIED WATERPROOFING MEMBRANE
- 603.63130415 PRECAST CONCRETE BOX CULVERT, 13 FOOT SPAN, 4 FOOT RISE (FILL HEIGHT LESS THAN 2'-0")
- 603.6606 REINFORCED CONCRETE HORIZONTAL ELLIPTICAL PIPE, CLASS HEII 29 INCH RISE, 45 INCH SPAN
- 603.67060008 REINFORCED CONCRETE HORIZONTAL ELLIPTICAL PIPE END SECTION, CLASS HEII 29 INCH RISE, 45 INCH SPAN

SECTION 02112

SITE WORK

BRUNO ROAD  
CULVERT REPLACEMENT

606.100002	BOX BEAM GUIDE RAILING (SHOP BENT OR SHOP MITERED)
606.120101	BOX BEAM END PIECE
606.120201	BOX BEAM GUIDE RAILING END ASSEMBLY TYPE 11A
607.3001	OPTIONAL CHAIN LINK FENCE, TYPE I WITH TOP RAIL 4 FEET HIGH
607.4035	OPTIONAL FENCE GATE (SINGLE LEAF 10 FEET OPENING, 4 FEET HIGH)
607.41010010	TEMPORARY PLASTIC BARRIER FENCE
607.96000008	REMOVE AND DISPOSE EXISTING FENCE
609.0401	CAST-IN-PLACE CONCRETE CURB - TYPE VF-6
610.1402	TOPSOIL - ROADSIDE
610.1601	TURF ESTABLISHMENT - ROADSIDE
619.01	BASIC WORK ZONE TRAFFIC CONTROL
619.04	TYPE III CONSTRUCTION BARRICADE
619.1711	TEMPORARY POSITIVE BARRIER - CATEGORY 1 (PINNING PROHIBITED)
620.03	STONE FILLING (LIGHT)
620.04	STONE FILLING (MEDIUM)
623.12	CRUSHED STONE (IN PLACE MEASURE)
625.01	SURVEY OPERATIONS
627.50140008	CUTTING PAVEMENT
646.22	DELINEATOR, SNOWPLOWING MARKER, SUPPLEMENTARY SNOWPLOWING MARKER PANELS
646.31	STEEL POST, 1.1 IB/FT.
647.83001002	REMOVAL AND DISPOSAL OF DELINEATORS AND/OR REFERENCE MARKERS WITH OR WITHOUT POSTS
663.0112	DUCTILE IRON CEMENT LINED WATER PIPE, 12 INCH
663.1812	BOLTED, SLEEVE TYPE COUPLING
663.2002	IRON WATER MAIN FITTINGS (10-16 INCH DIAMETER)
663.2112	WEDGE TYPE MECHANICAL RESTRAINT GLANDS, 12 INCH
663.2312	POLYETHYLENE ENCASEMENT FOR WATER PIPE
685.1102	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS
685.1202	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS
697.03	FIELD CHANGE PAYMENT
699.040001	MOBILIZATION (4% MAXIMUM)

SECTION 02112

SITE WORK

BRUNO ROAD  
CULVERT REPLACEMENT

Payment for the Bruno Road Culvert Replacement project shall be based on the Contractor's lump sum price bid.

END OF SECTION