

CONSTRUCTION SPECIFICATIONS

AND

CONTRACT DOCUMENTS



TOWN OF HAMBURG - Town Hall Parking Lot

Project #2025-06

HAMBURG ENGINEERING DEPT.

6100 South Park Avenue

Hamburg, NY 14075

Tel. (716) 649-6111

NO.: _____

PRC# 2025012286

NOTICE TO BIDDERS

TOWN OF HAMBURG
ERIE COUNTY, NEW YORK

HAMBURG TOWN HALL PARKING LOT PROJECT

BID:	#2025-06
PROJECT:	Hamburg Town Hall Parking Lot Project
NOTICE DATE:	October 22, 2025
SUBMISSION DATE & TIME	November 19, 2025, 11:30 A.M.

Sealed separate bids are requested for the Hamburg Town Hall Parking Lot Project.

All Contractors must register with the NYSDOL before submitting any new bids or beginning work.

Bids shall be received at the office of the Town Clerk in Town Hall, 6100 Park Ave, Hamburg, NY 14075 until **November 19, 2025 at 11:30 A.M.** (Local Time) at which time they will be opened publicly and read aloud in Conference Room 7 A/B. Each Bid must be prepared and submitted in accordance with the Bidding and Contract Documents and clearly marked: **Attention Town Clerk – BID ENCLOSED: Town Hall Parking Lot Project # 2025-06.**

The Proposal documents can be viewed and ordered through the following web site on or after Wednesday October 22, 2025: www.avalonplanroom.com in the Public Bid Section. If you do not have Internet access or have questions on ordering from the site, please contact Avalon Document Services at (716) 995-7777. Drawings and specifications can be picked up at Avalon Document printing at 40 LaRiviere Dr., Suite 150, Buffalo, NY 14202, upon non-refundable payment made by credit card or by a check made payable to Avalon Document Services.

Specifications for the proposed project may also be viewed on the Town of Hamburg website (www.townofhamburgny.gov) click on Helpful Links, then Legal Notices and Bids, then the name of the project under RFP's, or may also be examined beginning **October 22, 2025**, at:

Town of Hamburg Engineering Department
6100 South Park Avenue, Hamburg, NY 14075

Paper copies of the plans, specifications and contract documents will be provided by The Town of Hamburg for a non-refundable printing fee of \$50 payable by check to Town of Hamburg.

A non-mandatory pre-bid walk will be conducted on **Thursday, November 6, 2025 at 10:00 am** on-site at **6100 South Park Avenue**. Attendees are to meet at the front door of Hamburg Town Hall. Questions may be directed to Camie Jarrell by e-mail at cjarrell@townofhamburgny.gov or by phone at (716) 649-6111 ext. 2355. All requests for interpretations related to this RFP must be submitted in writing by email to Camie Jarrell at cjarrell@townofhamburgny.gov, or mail by November 10, 2025, by 5:00 P.M.

Brad M. Rybczynski
Town Clerk
Town of Hamburg

Dated: October 22, 2025

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INFORMATION TO BIDDERS

Persons desiring to make a proposal shall use the accompanying proposal. The STANDARD SPECIFICATIONS - CONSTRUCTION AND MATERIALS of September 1, 2025 including all addenda of the New York State Department of Transportation, Design and Construction Division, are to be considered as and shall form a part of the agreement. The time for which proposals will be received will be found in the published notice calling for proposals. Detailed plans of the work may be examined at the office of the Engineering Department, 6100 South Park Avenue, Hamburg, New York 14075.

1. CONTRACT DOCUMENTS

The Contract is comprised of the following component parts:

Notice to Bidders	Proposal-Unit Price/Lump Sum Bid
Information to Bidders	Prevailing Wage Rates
Special Instructions and Conditions	Form of Bid Bond
General Specifications and Conditions	Performance Bond
Supplemental General Specifications	Agreement - Construction Contract
Construction Specifications	Construction Drawings
Non-Collusion Bidding Certificate	

All Bidders shall fully and carefully read each of the Contract Documents before submitting proposals, and shall comply with all the instructions and requirements as specified.

2. PROPOSALS

All proposals shall be sealed and shall be addressed to the Town Clerk of the Town of Hamburg, 6100 South Park Avenue, Hamburg, New York, 14075, and shall be plainly marked on the outside with the Contractor's name and what the proposal is for.

Proposals must be made upon the blank form provided. The blank places in the proposals must be filled in, as noted, and no change shall be made in the phraseology of the proposal or in the items mentioned, therein. Proposals are an integral part of this book and shall not be removed therefrom.

Proposals that are illegible or that contain any omissions, erasures, alterations, additions, or items not called for in the itemized proposal, or that contain irregularities of any kind, may be rejected as informal.

3. PROPOSALS SHALL SPECIFY GROSS SUM

Each proposal shall specify the correct gross sum, in the manner hereafter described, for which the work will be performed according to the plans and specifications, together with a unit price bid for each of the separate items as called for. The lowest bid shall be determined by the Engineer on the basis of the gross sum for which the entire work will be performed, arrived at by a correct computation of all the items specified in the proposal. The Engineer reserves the right to reject any proposal in which bid prices appear, in his or her judgment, to constitute an unbalanced bid for the work.

Any proposal shall be deemed informal which does not contain prices set opposite each of the several items for which there is a quantity exhibited in the itemized proposal, or which shall in any manner fail to conform to the conditions of the published notice inviting proposals. The unit prices and gross sum bid shall be indicated in words and by figures. In case the amount shown in words and its equivalent in figures do not agree, the written words shall be considered binding. No proposal received after the time specified or at any other place than that stated in the formal advertisement will be considered.

4. REJECTION OF PROPOSALS

Any proposal will be rejected if there is any reason to believe that it is not in all respects fair and without fraud. Any or all proposals will be rejected if there is reason to believe that collusion exists among the bidders. The Town reserves the right to waive informalities in or to reject any or all bids and to advertise anew, or make an award to other than the low bid.

5. NO MISUNDERSTANDING

The bidder agrees that he has examined the contract documents and the site of the work and has fully informed himself from his personal examination of the same regarding the quantities, character, location and other conditions affecting the work to be performed, including the existence of poles, wires, pipes and other facilities and structures of municipal and other public service corporations, on, over, or under the site and that he will make no claim against the Town of Hamburg by officer, or agent of the Town of Hamburg with respect to the work to be performed under the contract. The Contractor shall be responsible to perform all the work within scope of this contract and, for all liabilities that arise therefrom.

6. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the plans, specifications or any other documents will be made to any bidder orally.

Every request for interpretations should be made in writing to **Camie Jarrell, Town Engineer, 6100 South Park Avenue, Hamburg, NY 14075**, or by email: **cjarrell@townofhamburgny.gov**, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

7. BORINGS

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

8. WITHDRAWAL OF PROPOSAL

No bidder may withdraw his proposal within 30 days after the date set for the opening thereof, but may withdraw same at any time prior to the scheduled time of the opening of bids or any authorized postponement thereof. The Town reserves the right to postpone the date for presentation and opening of Proposals and will give written or telegraphic notice of any such postponements to each prospective bidder.

9. BID SECURITY

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Town, in the amount of 10% of bid amount.

Such checks or bid bonds will be returned to all except the three lowest bidders within

five days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Town and the accepted bidder have executed the contract, or, if no award has been made within 30 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid. Successful bidder shall furnish payment, performance and maintenance bonds in such form as may be approved by the Town Board in the amount of not less than one hundred per centum (100%) of the total amount of the accepted proposal.

The date of this bond shall be the same as the contract, and it shall continue in force until the work is completed, approved, and accepted.

The performance bond shall include a maintenance bond to remain in effect for two years from the date of final acceptance. The maintenance bond shall be in the same amount as the performance bond. The bond shall cover possible expense in repairs, or changes, or other contingencies that may arise due to faulty material or installation.

10. FORM OF PERFORMANCE AND MAINTENANCE BOND

The form of the performance and maintenance bond shall be the Town's form, exhibit PB-1 and PB-2 for the total amount payable by the terms of the contract.

The bond shall be issued by a duly qualified surety corporation authorized to do business in the State of New York, shall be executed by the appropriate officer of the surety whose authority shall be supported by executed powers of attorney where applicable, shall be executed by the Contractor receiving the award of the contract hereunder, all of which shall be satisfactory to the Town.

Notwithstanding any provisions of law, the requirement of a performance and maintenance bonds in compliance with the specifications herein and in form PB-1 and PB-2 shall not be waivable, and the failure to provide such bond as otherwise provided herein shall be cause to rescind an award of the Contract, together with the forfeiture of security posted with the bid hereunder, as set forth under "Execution of Contract".

11. AWARD OF CONTRACT

Award of contract will be made only to the lowest responsible bidder whose proposals shall comply with all the provisions required to render it formal and provides the best value to the Town per the Town Code. The Town Board reserves the right to reject any or all proposals if, in its opinion, the best interests of the Town will, thereby, be promoted.

The bidder must present evidence of:

1. Prior municipal experience and performance, both with the Town of Hamburg

- and other municipalities;
2. Ability to perform the project demonstrated by completion of prior projects of a similar nature and size and within required time horizons;
 3. Financial wherewithal to complete project within required time horizons;
 4. Prior experience with operation of specific plant and machinery necessary to complete the project, confirm current ownership of plant and machinery, or if not currently owned, availability and lead time for acquisition.
 5. The project timeline is provided in Section 19 below. Bidder may propose a modified timeline for consideration but must meet the provided milestones.

The above categories shall be weighed with the overall bid price as follows:

1. Price 45%
2. Experience 25%
3. Ability to perform 10%
4. Financial wherewithal 5%
5. Plant and machinery 10%
6. Timeline 5%

12. EXECUTION OF CONTRACT

The person or persons whose proposal is accepted will be required to execute the contract and to comply in all respects with the statutory provisions relating to the contract within ten days of the date of the delivery of the contract form by the Engineer. In case of failure or refusal on the part of the bidder to deliver the duly executed contract to the Engineer within the ten day period, herein mentioned, the amount of the deposit made will be forfeited and will be paid to the Town Clerk of Hamburg.

The Contractor agrees to procure all necessary licenses and permits.

The Contractor specifically agrees that the contract shall be deemed executory only to the extent of the monies available and no liability shall be incurred by the Town beyond the monies available for the purposes.

13. APPRENTICESHIP

Pursuant to New York Labor Law Article 23, Section 816-b, any Contractor or subcontractor must show evident of currently valid apprenticeship agreements, either internally to the contractor or subcontractor and/or organization serving several contractors or subcontractors, appropriate for the type and scope of work to be performed, which have been registered with and approved by the New York Commissioner of Labor for bidding on a construction contract over \$350,000 per the resolution by the Town Board of the Town of Hamburg on March 10, 2025.

14. ESTIMATES AND PAYMENT

In computing amounts in estimates of work done, the unit prices bid will be used. In making up the final estimate the linear measurement made along the axis of the surface of the finished work will be considered the length of the work.

All estimates, including the final, will be made for actual quantities of work performed and materials in place as determined by the measurements of the Engineer, and the resulting quantities involved in any contract shall be accepted as final, conclusive and binding upon the Contractor.

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

15. FINAL ADDITIONS OR DEDUCTIONS

Upon the completion of the required work, as shown in the plans and specifications, should the final estimate of quantities show either an increase or decrease from the approximate estimate of quantities, then such variations will be computed at the unit prices bid and a final agreement will be made, respectively adding or deducting this amount from the gross sum bid.

16. DAMAGE

All damage, direct or indirect, of whatever nature resulting from the performance of the work or resulting to the work during its progress from whatever cause, including omissions and supervisory acts of the Town, shall be borne and sustained by the Contractor, and all work shall be solely at his risk until it has been finally inspected and accepted by the Town. The Contractor, however, shall not be responsible for damages resulting from faulty designs, as shown by the plans and specifications, nor the damages resulting from willful acts of Town Officials or designated employees.

The Contractor shall indemnify and save harmless the Town from suits, actions, damages and costs of every name and description resulting from the work under his contract during the prosecution and until the acceptance, thereof, and the Town may retain such monies from the amount due the Contractor as may be necessary to satisfy any claim for damages recovered against the Town. The Contractor's obligations under this paragraph shall not be deemed waived by the failure of the Town to retain the whole or any part of such monies due the Contractor, nor shall such obligation be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages imposed by law upon the Contractor, sub-contractor or the Town.

The work, under this contract, shall be under the direct supervision of the Engineer of the Town of Hamburg, New York, or his representative who is retained to layout, supervise and inspect the work under construction.

17. ACCOUNTABILITY

The Contractor shall be fully accountable for its performance under this contract and agrees to answer under oath all questions relevant to the performance, thereof, and to any transaction, act, or omission had, done or omitted in connection, therewith, if called before any Judicial, County or State Officer or Agency empowered to investigate the contract or its performance.

18. CONTRACTOR'S VERIFICATION OF WAGES AND SUPPLEMENTS PAID

Before payment is made by the Town of any sum due on a contract for a public improvement, the Contractor and every Subcontractor shall submit to the Town Engineer or his authorized representative a statement in writing in a form satisfactory to the Town Engineer, certifying to the amounts due from such Contractor or Subcontractor to all laborers for daily or weekly wages and supplements on labor performed under the contract, as stated under Article 8 of the New York State Labor Law.

19. EXAMINATION OF SITE

The Contractor will be held to have satisfied himself, before submitting proposals for the work, as to the nature and location of the work, the conformation of the ground the character quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. In this regard no allowance or modification of the Proposal of the Contractor will be made subsequently for any error or negligence on the part of the Contractor. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

20. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work within ten (10) days of execution of a contract and issuance of Notice to Proceed.

Bidder must complete the contract including all punch list items by **August 14, 2026.**

In the event that the Contractor shall fail to complete the work within the time stated in this Contract, as the same may be modified by extensions of time granted by the Engineer, the Contractor and his sureties shall be liable for, and pay to the Owner, damages for such delay. The Contractor acknowledges that such damages might well be difficult to determine specifically and, therefore, agrees that such damages shall be fixed in the agreed liquidated amount of \$500.00 for each calendar day of such delay until work is completed and accepted, as provided in Article 7 of the agreement.

SPECIAL INSTRUCTIONS TO **CONTRACTORS**

- This project is located within a frequently used Town property with Town Hall open five days a week and the police station operational seven days per week. All work must be coordinated with the owner to ensure all areas stay operational during construction. Major operations that disturb parking or circulation (milling & paving, etc.) shall be performed on **weekends and holidays** as to not interfere with Town Hall operations. All other minor work can be performed during regular weekday hours. The Contractor shall schedule major operations with the Town Engineer prior to commencement of construction.
- Once work is started in any particular area, it must be completed without interruption to a usable phase. Phases consist of 1) Milling pavement, 2) Grading subgrade and subbase to final subbase grade in new pavement areas, 3) Placement of binder asphalt course, and 4) Placement of top asphalt course. It is desired to complete the entire top asphalt course on one day to limit cold joints (a mutually agreed upon time or weekday placement scheduled with the Town of Hamburg is recommended).
- Tack coat to be applied between all asphalt courses.
- Town of Hamburg will provide trucking/hauling of millings. Contractor to provide hauling of hot mix asphalt.
- This project has been organized into a Base Bid and one Bid Alternate.

Base Bid

1. Milling and paving of the entire parking lot behind the Town Hall building at 6100 South Park Avenue, and the one-way entry and exit drives that intersect with South Park Avenue. As part of the work, modifications will be made to the parking lot to include two new curbed and one new non-curbed lawn areas where the existing pavement shall be removed in full.
2. Protection of existing trees and landscaping during the full construction duration, and installation and maintenance of erosion and sediment control measures.
3. Construction of a new parking area with five parking spaces, including concrete curb and sidewalk, on the north side of the entry drive approach, before the existing parking spaces on the south side of the building.

4. Signage, pavement markings including parking space striping, no parking areas, and accessible spaces with access aisles, crosswalk striping, and vehicular directional arrows
5. Installation of seven precast wheel stops, to the south of the police building.
6. Concrete sidewalk and curb ramps adjacent to the new crosswalks at the curbed island.
7. A new catch basin with storm drain pipe connecting to an existing catch basin in the rear parking lot.
8. Six bollards installed in front of the Police Station building, protecting / modifying an existing underground communication line as needed.
9. Relocation of an existing card reader with base onto a new concrete pad at the south side of the Police Station building, including one bollard on each side of the card reader, and modification of existing underground conduit and wiring.
10. One bike rack installed on a concrete pad in front of the Town Hall building.
11. Placement of two spare underground electrical conduits from the front entrance through the south parking area, stubbed up above grade and capped for future use.
12. A circular monument and flagpole island in front of the main entrance to the Town Hall building. The island shall include a circular concrete sidewalk, concrete flagpole area with two relocated and one new flagpole on new foundations, removal of two existing and construction of two new foundations for existing memorial monuments that shall be removed, stored, protected, and reset onto the new foundations upon completion of construction. Work includes the relocation of an existing 2" gas line to be routed around the new island, relocation of one existing lamp post to a new foundation located outside of the new island and new floodlighting for monuments and flagpoles including modification of existing underground conduit from the existing locations to the new locations.

Bid Alternate #1

1. Removal of an existing gravel area behind the Town Hall building, and construction of a curbed concrete patio area.
- The contractor is to take special precautions regarding the amount of pedestrian traffic on this site. Driving and walking routes must remain open and safe, as much as possible.
 - Special care must be taken by the contractor not to disturb or negatively affect the surrounding property owners – business and residential.

- Asphalt millings become the property of the Town of Hamburg. Dumpsites will be identified on the worksite.
- The existing subbase stone is to be reused when practical. The contractor is to push the stone into piles until the subgrade is prepared and approved for covering. Then the existing stone can be placed again. Care must be taken to keep the stone clean, contaminated stone shall be removed from the site.
- No work, layout, staging of materials, delivery of equipment, or any other type of disturbance will be allowed on the project site before getting approval from the owner.
- The contractor shall be responsible for all equipment and materials stored on the site, including the staging area. The owner and the owner's insurance carriers shall bear no responsibility for damaged or stolen materials and equipment.
- The contractor shall remove from the site all of his surplus material, rejected material and temporary structures when no further need therefore develops.
- At the conclusion of the work and before final payment, the contractor shall repair and/or clean all areas of the site and building that were damaged or soiled during construction. All construction equipment, tools, temporary structures, and materials belonging to the contractor shall be promptly taken away, and shall remove and promptly dispose of all water, dirt, rubbish, or any other foreign substances.
- Each contractor shall coordinate the activities of other subs/contractors involved with the project.
- All contractors shall fully cooperate with the operations of any other contractor working on the site.
- The contractor is responsible for the dumpster services, including any associated fees for their scope of work for the project.

- Staging area - Location must be approved by the Town before occupancy of an area.
- All contractors shall perform the work in strict accordance with all applicable Local, State, and Federal Rules, Regulations, Guidelines, and the Contract Documents. Specifically refer to NYSDOL's Industrial Code Rule 56, OSHA's Construction Industry standards and EPA'S NESHAP Regulations.
- The contractor is responsible for submitting all materials planned to be used on this project for prior approval (by the owner) before installing. Town approved submittal logs must be used by both parties to maintain accurate records of approval status, for the required construction materials. All materials for this project, at a minimum, must follow manufacturer's recommendations for proper and complete installation.

All contractors shall follow the N.Y.S. prevailing wage rates PRC# 2025012286

GENERAL SPECIFICATIONS

1. DEFINITIONS

The following terms as used in this contract are respectively defined as follows:

- (a) Contract: The Contract Documents consist of Notice to Bidders, Information for Bidders, Special Instructions to the Contractor, General Specifications, Supplemental General Specifications, Construction Specifications, the Proposal, the Agreement, the Contract Drawings, including all addenda and modifications thereof incorporated in the documents before execution. These form the contract.
- (b) Owner applies to the Town of Hamburg as represented by the Town Board of the Town of Hamburg or such other representative as the Town Board may direct.
- (c) The Contractor is a person, firm, or corporation with whom the Contract is made by the Owner and mentioned as such in the Agreement. Contractor applies to the signing contractors or their authorized representatives.
- (d) The Engineer is the Town Engineer for the Town of Hamburg or his / her authorized representative.
- (e) The term Subcontractor, as employed herein, includes only those having a direct contract with the Contractor and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.
- (f) Written notice shall be deemed to have been duly served if delivered in person to the individual-or to a member of the firm or to an officer of the corporation for whom it is intended or if delivered at or sent by registered mail to the last business address known to him who gives notice.
- (g) The term "work" as used herein, refers to work at the site of the project, as that normally done at the location of the project, and includes all plant, labor, materials, supplies, proper for or incidental to, the carrying out and completion of this contract. The term "work performed" shall be construed to include material delivered to and suitably stored at site of the project.
- (h) All time limits stated in the Contract Documents are of the essence of the Contract.
- (i) The law of the place of building shall govern the construction of this Contract.
- (j) The term "Completion" shall mean full and exact compliance and conformity with the provisions and requirements, expressed, OR implied, in the specifications and the plans, including all amendments, revisions, corrections, or additions duly authorized.

2. EXECUTIONS, CORRELATION, AND INTENT OF DOCUMENTS

The Contract Documents shall be signed in triplicate (3) by the Owner and the Contractor. In case the Owner and the Contractor fail to sign the General Conditions, Drawings or Specifications, the Engineer shall identify them.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications shall be supplied unless distinctly so noted on the drawings. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

3. DRAWINGS AND INSTRUCTIONS

The Engineer shall furnish with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

The work shall be executed in conformity therewith and the Contractor shall do no work without proper drawings and instructions.

Under no circumstances shall drawings be measured by scale or rule. Written figures are to be followed for all dimensions.

No deviation from the drawings will be permitted unless duly authorized by the Engineer in writing previous to any change in construction.

4. COPIES OF DRAWINGS FURNISHED

Unless otherwise provided in the Contract Documents, the Engineer will furnish to the Contractor 3 complete sets of drawings and specifications free of charge. Any additional copies of drawings and specifications will require a payment of \$20.00 per set.

5. DRAWINGS AND SPECIFICATIONS ON THE WORK

The Contractor shall keep one copy of all drawings and specifications on the site of the work, in good order, available to the Engineer or his representative and to other representatives of the Owner.

6. SHOP DRAWINGS

The Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in his own work or in that of any other Contractor, three copies, checked and approved by him, of all shop or setting drawings, and schedules required for the work of the various trades. The Engineer shall check and approve, with reasonable promptness, such schedules, and drawings only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. The Contractor shall make any corrections required by the Engineer, file with him two corrected copies, and furnish such other copies as may be needed. The Engineer's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless he has in writing called the Engineer's attention to such deviations at the time of submission, and secured his written approval, nor shall it relieve him from responsibility for errors in shop drawings or schedules.

7. PROGRESS SCHEDULE

The Contractor shall submit an initial progress schedule within five (5) days upon Notice to Proceed or at the Preconstruction Meeting, which either happens first. The schedule, which shall show the order in which the Contractor proposes to carry on the work with dates at which the Contractor, will start the several parts of the work and estimated dates of completion of the several parts. The schedule shall be updated as required by the Engineer during the Contract.

8. OWNERSHIP OF DRAWINGS

All Contract Drawings, Contract Specifications, and copies thereof furnished by the Engineer are his property. They shall not be used on other work and, with the exception of the signed Contract set, and are to be returned to him on request, at the completion of the work. All models are the property of the Owner.

9. EXAMINATION OF SITE

The Contractor will be held to have satisfied himself, before submitting proposals for the work, as to the nature and location of the work. In this regard, no allowance or modification of the Proposal of the Contractor will be made subsequently for any error or negligence on the part of the Contractor.

No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

10. MATERIAL, APPLIANCES, EMPLOYEES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light power, transportation, and other facilities necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or any one not skilled in the work assigned to him.

11. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss liability on account thereof, except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent he shall be responsible for such loss unless he promptly gives such information to the Engineer.

12. SURVEYS, PERMITS, LAWS, TAXES, AND REGULATIONS

The Engineer shall supply all benchmark elevations, baseline and centerline control point stakes as may be required to satisfactorily complete the work, unless otherwise noted in the specifications. The Contractor shall be responsible to maintain the integrity of these stakes and marks throughout the project. Should any survey stakes or marks be willfully or carelessly destroyed or disturbed by the Contractor, the replacement of any stakes or marks so destroyed or disturbed shall be the responsibility of the Contractor.

All working or construction line and grades, as required, shall be established by the Contractor at his expense, and the Contractor shall be responsible for the accuracy of his work and shall be subject to the check and review of the Engineer. The Engineer's work shall be at ground level only.

All work under this contract shall be constructed in accordance with the lines and grades shown on the plans or as given by the Engineer. The Contractor shall check such lines and grades, etc. and, before using them, shall call the Engineer's attention to any inaccuracies.

The Contractor shall inform the Engineer, a reasonable time in advance, of the time and place at which he intends to work, so that control points may be furnished and measurements for record and payment may be made with the minimum of inconvenience to the Engineer or delay to the contractor. Then when it becomes necessary, working operations shall be suspended for such reasonable time as the Engineer may require the

purpose of giving said control points.

Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. Easements for permanent structures or permanent change in existing facilities shall be secured and paid for by the Owner, unless otherwise specified.

The Contractor shall give all notices and comply with all, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall bear all costs arising therefrom.

Wherever the law of the place of building requires a sales tax, other similar tax, the Contractor shall pay such tax.

13. CONTRACTOR'S OBLIGATIONS

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Engineer and the Owner.

14. PROTECTION OF WORK

The Contractor shall continuously maintain adequate protection of all his work and existing facilities from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner, or due to causes beyond the Contractor's control and not to his fault or negligence. He shall adequately protect adjacent property as provided for by law.

Materials stored on streets shall be so placed as to cause minimum obstruction to traffic and to the public. Materials shall not be placed within 10 feet of fire hydrants. The Contractor shall not store materials or encroach upon private property without the written consent of the Owner of such private property.

The Contractor shall take all necessary precautions for the safety of employees on the

work, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hoists, well holes, elevator hatchways, scaffolding and falling materials; and he shall designate a responsible member of his organization on the work, whose duty shall be the prevention of accidents. The name and position of any person so designated shall be reported the Engineer by the Contractor.

In an emergency affecting the safety of life or of the work, or of adjoining property, the Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so instructed or authorized. Any compensation, claimed by the Contractor on account of emergency work, shall be submitted to the Engineer for approval rather than arbitration.

15. PROTECTION OF PROPERTY

The property adjacent to the work site shall at all times be maintained and protected against damage or injury as a result of the Contractor's operation under this Contract.

The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed) adjoining property, etc., and shall at his own expense completely to the satisfaction of the Owner, replace or repair any damage thereto caused by his operations

Should it become necessary to remove or alter any structure due to the requirements of this work, the structures removed shall be restored or replaced so that they are equal to the original condition, and the Contractor shall assume full responsibility for any damage done and shall indemnify and save the Owners harmless, to the fullest extent permitted by law, in all respects.

All public utilities shall be protected in their present locations and service maintained. If it becomes necessary to move any utilities or disrupt service, arrangements will be made by the Owner with the utility company for said work. The Contractor shall provide permanent support for all trench crossings of existing utilities and all work shall meet with the approval of the Owner or utility company concerned.

The Contractor shall notify all Owners of utility services at least forty-eight (48) hours in advance of any other work affecting existing facilities and seventy-two (72) hours in advance to notify the Erie County Water Authority.

Any damage to gas mains, gas service, water mains, water services, cross drains, culverts, sewage disposal systems, electric conduits, utility poles and wires, guard rails, etc., shall be

repaired or replaced at the Contractor's expense.

The Contractor shall protect trees, shrubbery, and other natural features or structures from being cut, trimmed, or injured, unless ordered by the Engineer for site clearing. The Contractor shall provide and replant at his own expense trees, shrubbery and other natural features destroyed or damaged.

It is the Contractor's responsibility to make himself aware of and comply with such safety regulations as may be required by jurisdictional agencies, and he shall comply with all local requirements and regulations respecting the maintenance and protection of traffic, barricading of streets, the removal and restoration of pavement, and other pertinent matters.

In the event of any claims for damages or alleged damage to private property as a result of work under this Contract, the Contractor shall be responsible for all costs in connection with the settlement or defense against such claims. Prior to commencement of work in the vicinity of private property, the Contractor, at his own expense, shall take such surveys as may be necessary to establish the existing condition of the property. Satisfactory evidence that all claims for damage have been legally settled, or sufficient funds to cover such claims have been placed in Escrow, or that an adequate bond to cover such claims has been obtained, shall be furnished before the Owner can make final payment.

16. NOT USED

17. WORK AREA

The work area shall be the specific area adjacent to and including the area upon which construction work is to be performed. Generally such area may be considered as defined by the right of way, easements, or property otherwise specified as being available to the Contractor for construction purposes.

18. EXISTING UTILITIES AND STRUCTURES

The information regarding the location of existing utilities has been secured from existing records and field measurements. The information given to the Contractor is the best available data, but is not guaranteed to be entirely accurate or complete. The Contractor shall inform himself regarding the conditions and no extra payment will be allowed for variation in locations of structures or conditions.

All water services, gas service, water mains, cross drains, sewers, sewer laterals, electric conduits, etc., shall be located as to depth and alignment prior to laying of any pipe.

Where the water and sewer pipelines are installed close to or between other pipelines, the Contractor shall shore, block, and protect the other lines to the satisfaction of the utility agency or municipality having ownership or jurisdiction over the said pipeline.

Should existing utilities or other underground facilities be encountered which obstruct the line or grade of the proposed work, the Contractor shall make such revisions in construction as may be necessary and as ordered by the Engineer.

The Contractor is to make no connection to existing water mains, or operate valves on existing mains, or otherwise interfere with the operation of the existing water distribution system without first securing the approval of the Owner at least twenty-four (24) hours in advance of any proposed operation. If it becomes necessary to shut off the water service, consumers so affected shall be notified at least forty-eight (48) hours before by the Contractor. Consumers so affected shall be notified again of a more specific time for water service shut-off at least three (3) hours before by the Contractor.

Access to various municipal structures such as hydrants, valves, manholes, fire alarms, etc., shall not be obstructed by the Contractor.

19. MAINTENANCE AND PROTECTION OF TRAFFIC

The Contractor shall maintain traffic and protect the public from damage to person and property, within the limits of the project, for the duration of the contract. Traffic shall be maintained over a reasonably smooth traveled way which shall be so marked by signs, delineators and/or other methods so that any person unfamiliar with the conditions is able to safely ride, drive or walk day or night with a minimum of discomfort and inconvenience.

The Contractor is placed on notice that the Maintenance and Protection of Traffic and protection of the public during construction is considered as important and necessary an item of work as is the actual construction itself.

The Contractor shall protect the user from damage to person and property, which may result directly or indirectly from any construction operation. The New York State Department of Transportation Specification requirements of the Section 107 "Legal Relations and Responsibility to Public" shall apply.

The Contractor shall maintain the traveled way in such a condition and conduct operations in such a manner that snow and ice may be readily controlled by others as and when necessary, and in such a manner that proper drainage is provided.

Earth or gravel trailways shall be repaired and maintained by the use of the basic material or other suitable material approved by the Engineer.

All temporary signs, delineators, barricades, flagging procedures, markings, and similar material shall meet the requirements of the New York State Manual of Uniform Traffic Control Devices.

The Contractor shall conduct his operations in a manner that will insure a minimum of delay to move traffic. Travelways on which the posted speed cannot be reasonably and safely maintained are considered unsatisfactory. The necessary equipment and personnel

required to attain and maintain a satisfactory riding surface shall be available and used as needed at all times, both during construction and when the work is temporarily suspended for any period of time. Special attention shall be given to maintenance of satisfactory travelway over weekends, holidays and during the winter season.

The Contractor shall keep the travelways free of foreign objects such as rocks, timber, spilled earth, and other items that may fall from transporting vehicles. Spillage of material carried by or dropped from the undercarriage of any carrying vehicles resulting from the Contractor's hauling operations along or across any public traveled way shall be removed immediately and such traveled way, both within and outside the contract limits shall be kept free of such spillage by the Contractor. Whenever dusty conditions resulting from the Contractor's operations occur they shall be corrected by the use of calcium chloride and/or water. Whenever it becomes necessary to maintain traffic on one lane the Contractor shall provide adequate traffic controls on the section of highway on which the vehicle operation is maintained. He shall employ a sufficient number of competent flagmen and/or temporary traffic lights operating continuously during the time traffic is maintained. The Contractor shall also provide sufficient number of competent flagmen in areas where traffic is congested, and where construction equipment is operating. Flagmen shall wear approved hard hats and vests in conformance with the current New York State Manual of Uniform Traffic Control Devices.

The Contractor shall devote particular attention to all drainage facilities, keeping them fully functional at all times. He shall provide drainage at all times to adequately drain the travelway and the remainder of the right-of-way.

Any damage to any portion of the work occasioned by lack of adequate maintenance shall be repaired by the Contractor at his own expense.

The Contractor shall provide and maintain at all times a safe and adequate ingress and egress to and from intersecting highways, homes, businesses and commercial establishments and existing access points consistent with the work, unless otherwise authorized by the Engineer. On highways on which motor bus service is maintained he shall provide suitable areas or locations for the loading and unloading of passengers.

During construction, the Contractor shall maintain in a usable condition and location specified by U.S. Postal requirements, postal route mailboxes serviced from motor vehicles, including but not limited to the use of temporary mailboxes. After during construction, the Contractor shall relocate any and all postal route mailboxes as necessary due to the project Work. After Work completion, but prior to Final Acceptance of the work, the Contractor shall reinstall any and all postal route mailboxes as per the Contract Drawings or as directed by the Engineer. If a resident or business wishes to supply a new postal route mailbox for replacement and / or reinstallation, the Contractor shall install said postal route mailbox. All work associated with removing, relocating, and installing or reinstalling postal route mailboxes shall be included the lump sum price bid for this item.

On postal routes, the Contractor shall maintain mailboxes serviced from motor vehicles in a

usable location during construction. The Contractor should not move any mailbox, which contains mail. The Contractor shall advise the owner to remove such mail before he moves the box. Before acceptance of the work, the Contractor shall replace any mailbox, which has been disturbed or removed in a location as directed by the Engineer.

In the event the original mounting post has been lost, damaged or is unusable, the Contractor shall furnish a mounting post to the satisfaction of the Engineer with flanged top fitting and will firmly install the new mounting and mailbox at the designated location and at the proper height.

The Contractor shall furnish and erect, move and remove, one set per work crew, as required or as directed by the Engineer, reflective signs for the information of the motorists and to adequately and legally post the construction as to its status. All signs to be in conformance with the "New York State Manual of Uniform Traffic Control Devices," the standard sheets or to details included with these Specifications.

All signs shall be kept clean, mounted at the indicated height and placed to be effective both day and night. Signs, warnings, delineators and barricades shall be used to adequately inform the motorist of any unusual or unsafe conditions and to safely and clearly guide him through the contract area. Such signs, warnings, or devices shall be so placed as to give timely warning and permit the motorist to take the necessary action to traverse the area safely.

All signs and markers shall indicate actual conditions existing and shall be moved, removed or changed immediately, as conditions require. Refer to Section 840 in these Specifications for additional requirements on signage,

The Contractor shall completely enclose by temporary fences all open excavation and all other potentially hazardous locations, at the end of each working day. Fencing shall be not less than four feet in height, mounted on steel angles or other satisfactory means of support rigidly driven into the ground and spaced at intervals not to exceed 8-feet. A minimum of one flasher per fifteen feet of fencing will be required. In areas where an excavation is to remain open in excess of 14-calendar days, rigid fencing will be required having supports at intervals not to exceed four feet. Snow fence, cyclone fence, or wire fabric with rectangular mesh are considered acceptable fencing materials.

The Engineer in charge may limit, extend, include, or exclude areas to be fenced as conditions warrant.

All existing highway signs and supports within the Contract limits are to remain and are to be maintained for the duration of the contract by the Contractor.

The Contractor shall be responsible for the condition of the Contract area at all times. The Contractor will be responsible for making sure all signs, barricade delineators and markers are erected in position, and in good condition and that the traveled way is in a safe and

reasonably smooth condition.

20. TRAFFIC CONTROL

Wherever possible, two-lane traffic will be maintained. At street intersections, where open cut construction will be allowed, at least one lane of traffic will be maintained.

Should it become necessary to close a street temporarily, detours shall be provided and plainly marked. Barricades, lights and other warnings shall be provided and erected to protect the public. The Contractor shall provide signalmen to direct traffic at major intersections and as directed.

21. ACCIDENT PREVENTION

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons and property, either on or off the site, which occur as a result of his fault or negligence in connection with the prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Owner may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the State provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

The Contractor 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 the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.

The Contractor shall indemnify and save harmless the Owner from any claims for damage resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

22. ENGINEER'S STATUS - INSPECTION

The Engineer shall have general supervision and direction of the work. He is the agent of Owner. He has the authority to stop the work whenever same may be necessary to insure the proper execution of the contract, and it is agreed that the Engineer may, at his pleasure, appoint and employ such persons as may be necessary to act as inspectors or agents for the purpose of supervising in the interest of said Owner as to materials furnished and work done as work progresses.

The Engineer and the Owner, their inspectors, agents or representatives shall, at all times, have unrestricted access to all parts of the work and to other places where or in which the

preparation of materials and other integral parts of the work to be done under this contract are being carried on and conducted.

The Contractor shall provide all facilities and assistance required or requested to carry out the work of supervision and inspection by the Engineer, inspectors, agents, or representatives.

The Contractor agrees that the inspection of the work done by these authorities or their representatives shall in no manner be presumed to relieve in any degree the responsibility or obligations of the Contractor.

If these Specifications, the Engineer's instructions, laws, ordinances, or any public authority requires any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by another authority than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer be uncovered for examination at the Contractors expense.

The Engineer may order re-examination of questioned work and if so ordered the work must be covered by the Contractor. If such work be found in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents or defect in the work was caused by Sub Contractor, in that event the Contractor shall pay such cost.

The Contractor shall provide sufficient, safe, and proper facility times for inspection by the Engineer and/or inspectors. Inspection shall be in accordance with the following procedure:

Any person receiving a permit for construction under these specifications shall be required to notify the inspector 24 hours before commencing the work; shall keep such inspector advised of the work installation schedule in order that the work may be properly and fully inspected at all stages of installation.

The Owner will provide resident inspection supervised by the Engineer. The Engineer's Representative will be furnished by the Owner for a normal eight (8) hour day, five (5) day week for a maximum of forty (40) hours per week. Normal working days will be considered as being from 8:00 A.M. to 12:00 Noon and 12:30 P.M. to 4:30 P.M. The normal five-day week shall be Monday through Friday inclusive. Legal holidays will reduce the normal five day week by the number of such legal holidays in the particular week. The Engineer will provide periodic inspection as required to review progress and/or assist the resident inspector.

If work is done without inspection, the Contractor shall remove such incorrect work at his own expense.

The inspector is required to be present on the work site during the entire period of the

Contractor's operation, and is required to certify at the end of each day of work that the condition of the work area is acceptable and all necessary warning lights, barricades and other devices are in place and operating properly.

23. CONTRACTOR'S SUPERVISION

The Contractor shall keep on his work, during its progress, a competent superintendent, and any necessary assistants, all satisfactory to the Engineer. The superintendent shall not be changed except with the consent of the Engineer, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The Engineer shall not be responsible for the acts or omissions of the superintendent or his assistants.

If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in drawings or in the layout as given by points and instructions, it shall be his duty to immediately inform the Engineer, in writing and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

24. DEFECTIVE MATERIAL AND WORK

The Contractor shall be responsible for the quality and character of materials to be furnished and work and workmanship to be provided and that the same shall meet in all respects that called for in the specifications. Any defective materials or workmanship found during the course of the work shall be removed or remedied without delay whenever the necessity therefore shall appear.

25. CONTRACTOR'S EMPLOYEES

Neither party shall employ or hire any employee of the other party without his consent. The Contractor shall, upon demand from the Engineer, immediately discharge or remove any superintendent, foreman, or workman whom the Engineer may deem incompetent or undesirable, and such superintendent, foreman, or workman shall not again be employed upon the work without the written consent of the Engineer.

26. CHANGES IN THE WORK

The Owner, without invalidating the Contract, may order extra work, or make changes by altering, adding to, or deducting from the work, the Contract Sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of

ordering such change.

In giving instructions, the Engineer shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life and property, no extra work or change shall be made unless in pursuance of a written order by the Engineer, and no claim for an addition to the Contract Sum shall be valid unless so ordered.

The value of any such work or change shall be determined in one or more of the following ways:

- (a) By estimate and acceptance in a lump sum.
- (b) By unit prices named in the Contract or subsequently agreed upon.
- (c) By cost and percentage or by cost and fixed fee.

If no such unit prices are so set forth and if the parties cannot agree upon one of the above listed ways of performing extra work, then the amount of compensation to be paid to the Contractor for any extra work, as so ordered shall be determined by the actual net cost in money to the Contractor of the materials and of the wages of applied labor (including premiums for Workmen's Compensation Insurance) required for such extra work, such rental for and equipment (other than small tools) required and approved for such extra work, plus fifteen percent (15%) as compensation for all other items of profit and costs or expenses including administration overhead, superintendent, insurance (other than Workmen's Compensation Insurance), materials used in temporary structures, allowances made by the Contractor to subcontractors, additional premiums upon the performance bond of the Contract and the use of small tools.

The provisions hereof shall not affect the power of the Contractor to act in case of an emergency, as herein provided.

27. CLAIMS FOR EXTRA WORK

If the Contractor claims that any instructions by drawings or otherwise involve extra cost or an extension of time under this Contract, he shall give the Engineer written notice thereof within 5 days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made.

28. DELAYS AND EXTENSION OF TIME

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or of his employees, or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay

authorized by the Engineer pending arbitration, or by any cause which the Engineer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Engineer may decide.

No such extension shall be made for delay occurring more than seven days before claim therefore is made in writing to the Engineer. In the case of a continuing cause of delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made then no claim for delay shall be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable..

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents

29. CORRECTION OF WORK

(a) Before Final Payment

The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to conform to the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace and reexamine his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten days time thereafter, the Owner may upon ten days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the cost and expenses that should have been borne by the Contractor.

(b) After Final Payment

Wherever unsatisfactory work or defective material is discovered after final payment and within the two-year period of the maintenance bond, the Contractor shall correct said defect in his own expense. In the event the Contractor shall not proceed to correct said defect within five days from time of written notice by said Owner, the surety on the bond shall be notified.

The Contractor expressly warrants that his work shall be free from any defect in materials or workmanship and agrees to correct any such defects, which may appear within **two years** following the final completion of the work.

30. SUSPENSION OF WORK

The Owner may at any time for any cause suspend the work or any part thereof by giving five (5) days notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Owner to the Contractor so to do. The owner shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of such suspension.

But if the work or any part thereof shall be stopped by the notice in writing aforesaid, and if the Owner does not give notice in writing to the Contractor to resume work at a date within forty-five (45) days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work so suspended and he will be entitled to the estimates and payments for all work done on the portions so abandoned, if any.

31. OWNER'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after three (3) day written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

32. OWNERS RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and all materials, tools, and appliances thereon and finish the work by whatever methods he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services such excess shall be paid to the contractor. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Engineer.

33. APPLICATION FOR PAYMENT

At least ten days before each payment falls due, the Contractor shall submit to the Engineer an itemized application for payment, supported to the extent required by the Engineer by receipts or other vouchers, showing payments for materials and labor, payments to subcontractors and such other evidence of the Contractor's right to payment as the Engineer may direct.

If payments are made on valuation of work done, the Contractor shall, before the first application, submit to the Engineer a schedule of values of the various parts of the work, including quantities, aggregating the total sum of the Contract, divided so as to facilitate payments to subcontractors, made out in such form as the Engineer and Contractor may agree upon, and, if required, supported by such evidence as to its correctness as the Engineer may direct. This schedule, when approved by the Engineer shall be used as a basis for certificates for Payment, unless it is found to be in error. In applying for payments, the Contractor shall submit a statement based upon this schedule.

If payments are made on account of materials not incorporated in the work but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other procedure as will establish the Owner's title to such material or otherwise adequately protect the Owner's interest including applicable insurance.

34. CERTIFICATE FOR PAYMENT

If the Contractor has made application as above, the Engineer will, not later than the date when each payment falls due, issue to the Owner and Contractor a certificate for such amount as he decides to be properly due, or state in writing his reasons for withholding a certificate. Certificate for payment will be issued by the Engineer so that payment may be made not later than the 15th of each calendar month.

Payments will be approved for 95% of the amount shown on Engineer's payment certificate covering labor and material furnished during the preceding calendar month. The 5% retained will be approved for payment to the Contractor sixty (60) days after final completion and acceptance of the work.

No certificate issued or payment made to the Contractor, nor partial or entire use or occupancy of the work by the Owner will be an acceptance of any work or materials not installed in accordance with this contract. The making and acceptance of the final payment will constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work appearing after final payment or from requirements of the specifications, and of all claims by the Contractor, except those previously made and still unsettled.

If, at any time during the execution of this contract, there shall be evidence of any lien or claim for which, if established, the Owner might be liable and which is chargeable to the

Contractor, the Owner will have the right to retain out of any payment due the individual Contractor or thereafter to become due, an amount sufficient to completely indemnify the Owner against such lien or claim.

35. PAYMENTS WITHHELD

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect himself from loss on account of:

- (a) Defective work not remedied;
- (b) Claims filed or reasonable evidence indicating probable filing of claims;
- (c) Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- (d) A reasonable doubt that the contract can be completed for the balance then unpaid.
- (e) Damage to another Contractor;
- (f) Injury to persons or damage to the work or property of other Contractors, subcontractors, or others caused by the act of neglect of the Contractor or any of his subcontractors.

The Owner shall have the right as agent for the Contractor to apply any such amounts so withheld in such manner as the Owner may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the Contractor. When the above grounds are removed, payment shall be made for amounts withheld because of them.

36. LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Engineer, to indemnify the Contractor against any lien. If any lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

37. USE OF COMPLETED PORTIONS

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time, or both, as the Engineer may determine.

38. CONTRACTORS INSURANCE REQUIREMENTS

Insurance Requirements

Instructions pertaining to the Town of Hamburg regarding:

CONTRACTORS' INSURANCE COVERAGE AND CERTIFICATES

1. GENERAL PROVISIONS

As to all required insurance:

1. The Contractor shall provide current Certificates of Insurance and accompanying documents as described herein for the Town's approval prior to Town's signing of contract(s).
2. "Certificate Holder" shall be **Town of Hamburg** at the address of **6100 South Park Avenue Hamburg, NY 14075**
3. Coverage must comply with all specifications set forth herein.
4. All insurance documents must be executed with authorized signatures.
5. The Contractor's required liability policies must be endorsed to provide that any Notice of Cancellation or Notice of Non-Renewal given to the First Named Insured shall also be given to the Additional Insureds for this project. **A copy of such endorsement(s) must be furnished to the Certificate Holder.**
6. Failure of the Town to object to the Contractor's failure to furnish a Certificate or other evidence of the required insurance coverages, object to any defect in such Certificate or other evidence of coverage, or demand receipt of such Certificate or other evidence of coverage shall not be deemed a waiver of Contractor's obligation to furnish the required insurance coverages described herein. Nothing contained herein imposes on the Town a duty or obligation to review any evidence of insurance coverages or issue any formal approval or acceptance of such evidence.
7. The Contractor's liability and indemnification of the Town shall not be relieved or diminished by the Contractor securing insurance coverage in accordance with the Town's requirements. Any approval by the Town of such insurance coverage shall not be construed as accepting in any way the deficiencies in the Contractor's insurance coverage.

8. In addition to Certificates of Insurance and other documents, the Contractor shall provide to the Town and other Certificate Holders, on a timely basis, copies of any subsequently issued endorsement(s) that amend applicable coverages or limits.
9. When any required insurance shall expire, due to the attainment of a normal expiration or renewal date, the Contractor shall supply, no later than ten (10) days prior to such expiration, the Town with Certificates of Insurance and accompanying documents evidencing continuation of coverage in the same manner, limits of protection and scope as provided by the previous policy.
10. The Contractor will assure that any and all subcontractors retained by the Contractor carry and maintain insurance with reasonably prudent limits and coverage satisfactory to the Town in light of the work to be performed, written by companies meeting the same criteria as required in Section 2. LIABILITY INSURANCE, and that the Town is named additional insured on the subcontractor's liability policies according to the same requirements as described in Section 2.1(b).
11. The Contractor shall disclose to the Town any deductible or self-insured retentions applicable to any of the coverages required herein of the Contractor.
12. The Contractor's liability coverage must not contain any exclusions or restriction of coverage for claims involving New York Labor Law, Employer's Liability, third party over actions, or equivalent.

2. LIABILITY INSURANCE

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

1. COMMERCIAL GENERAL LIABILITY

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

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

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

"Town of Hamburg and its employees, authorized volunteers, committee members and board members"

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

- (b) **Products & Completed Operations** coverages must be maintained in force for a **minimum of three (3) years** following Final Completion of the Project.
- (c) **Waiver of Subrogation:** To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Umbrella/Excess Liability, and Workers Compensation policies in favor of the Town.

.2 AUTOMOBILE LIABILITY INSURANCE

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

Combined Single Limit	\$1,000,000
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Note: See Section 2.1(b) above for **additional insured** requirements applicable to Automobile Liability insurance.

- .3 EXCESS LIABILITY AND/OR UMBRELLA LIABILITY** applicable to Commercial General Liability and Automobile Liability policies. The Excess Liability and/or Umbrella Liability coverage limits applicable shall be the greater of the amounts indicated below or the amounts carried by the Contractor:

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

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

4. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE,

Must include Waiver of Subrogation in favor of Owner.

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

- .1 Requirements.** To comply with coverage provisions of Section 57 of the Workers' Compensation Law, businesses must **(1)** be legally exempt from obtaining workers' compensation insurance coverage, **(2)** obtain such coverage from insurance carriers, or **(3)** be self-insured or participate in an authorized group self-insurance plan.
- .2 Coverage Evidence.** The Contractor must provide one of the following forms to the Owner, or the current equivalent of any of them in the event of revisions or replacements:
- (a) Either: **CE-200**, Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required
Or: **CE-200**, Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage (Affidavits must be stamped as received by the N.Y.S. Workers' Compensation Board)
- OR**
- (b) Either: **C-105.2**, Certificate of Workers' Compensation
Or: **U-26.3**, New York State Insurance Fund Certificate of Workers' Compensation Coverage
- OR**
- (c) Either: **SI-12** – Certificate of Workers' Compensation Self-Insurance,
Or: **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance

5. NEW YORK DISABILITY (NYDBL)

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

DISABILITY BENEFITS REQUIREMENTS UNDER WCL SECTION 220 SUBD. 8

- .1 Requirements.** To comply with coverage provisions of the New York State Disability Benefits Law, businesses must (1) be legally exempt from obtaining disability benefits insurance coverage, (2) obtain such coverage from insurance carriers, or (3) be self-insured.
- .2 Coverage Evidence.** The Contractor must provide one of the following forms to the Owner, or the current equivalent of any of them in the event of revisions or replacements:
- (a) Either: **CE-200**, Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required
Or: **CE-200**, Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage (Affidavits must be stamped as received by the N.Y.S. Workers' Compensation Board)
- OR**
- (b) Either: **DB-120.1**, Certificate of Disability Benefits Insurance
Or: **DB-820/829**, Certificate/Cancellation of Insurance
- OR**

39. INDEMNITY

The Contractor shall indemnify and save harmless, to the fullest extent permitted by law, the Owner from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgements of every nature and description brought or recovered against him, by reason of any act or omission of the said Contractor, his agents or employees in the execution of the work or in the guarding of it. The Contractor shall, and is hereby authorized to, maintain and pay for such insurance, issued in the name of the Owner, as will protect the Owner from his contingent liability under this Contract, and the Owner's right to enforce against the Contractor any provision of this article shall be contingent upon the full compliance by the Owner with the terms of such insurance policy or policies, a copy of which shall be deposited with the Owner.

40. DAMAGES

Should either party to this Contract suffer damages because of any wrongful act or neglect of the other party or of anyone employed by him, claim shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the final payment, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement or arbitration.

41. ASSIGNMENT

Neither party to the Contract shall assign the Contractor sublet it in part or as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent to the Engineer.

42. MUTUAL RESPONSIBILITY OF CONTRACTORS

Should the Contractor cause damage to any separate contractor on the work the Contractor agrees, upon due notice, to settle with such contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall defend such proceedings at the Owner's expense and, if any judgement against the Owner arise therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

43. RIGHTS OF VARIOUS INTERESTS

Wherever work being done by the Owner's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer, to secure the completion of the various portions of the work in general harmony.

44. SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends upon proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results. His failure so to inspect and report shall constitute an acceptance of the other contractors work as fit and proper for the reception of his work, except as to defects, which may develop in the other contractor's work after the execution of his work.

To insure the proper execution of his subsequent work the Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the drawings.

45. SUBCONTRACTS

As soon as practicable and before awarding any subcontracts the Contractor shall notify the Engineer in writing of the names of the subcontractors proposed for the principal parts of the work, and for such other parts as the Engineer may direct, and shall not employ any to whom the Engineer may have a reasonable objection.

If before or after the execution of the Contract, the Contractor has submitted a list of subcontractors, which has been approved by the Engineer, and the change of any subcontractors on such list is required by the Owner after such approval, the contract price shall be increased or decreased by the difference in cost occasioned by such change.

The Contractor shall not be required to employ any subcontractor against whom he has a reasonable objection. The Engineer shall, on request furnish to any subcontractor, wherever practicable, evidence of the amounts certified on his account.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

46. RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

In so far as applicable to the respective sub-contracts that may be executed for the work, the Contractor shall assume therein the obligations which in this contract are assumed by the Owner and shall bind the subcontractor by the obligations which in this contract are

assumed by the Contractor, unless otherwise expressly authorized by the Engineer in writing, and except in the case of minor sub-contracts.

The Contractor shall provide also in each contract, except as noted above, that the subcontractor agrees:

- (a) To be bound to the Contractor by the terms of the agreement, general conditions, drawings and specifications, and to assume toward him all obligations and responsibilities that he, by those documents, assumes toward the Owner.
- (b) To submit to the Contractor applications for payment in such reasonable time as to enable the contractor to apply for payment under application for payment in the General Conditions.
- (c) To make all claims for extras, for extensions of time and for damages for delays or otherwise to the Contractor in the manner provided in the agreement for like claims by the Contractor upon the Owner.

The Contractor agrees:

- (d) To be bound to the subcontractor by all the obligations that the Owner assumes to the contractor under the agreement, general conditions, drawings and specifications, and by all the provision thereof affording remedies and redress to the Contractor from the Owner.
- (e) To pay the subcontractor, upon the issuance of certificates, if issued under the schedule of values described under Changes in the Work in the General Conditions, the amount allowed to the Contractor on account of the Contractor's interest therein. Nothing in this article shall create any obligation on the part of the Owner to pay or to see to the payment of any sums to any subcontractor.

47. ENGINEER'S DECISIONS

The Engineer shall, within a reasonable time after their presentation to him, make decisions in writing on all claims of the Owner or the contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

48. LEGAL PROVISIONS

Each and every provision of the law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted or if not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

49. MODIFICATIONS

The Contractor in entering into this contract understands that the Owner reserves the right to modify the same with respect to the arrangement character, alignment, grade, or size of the work and appurtenances whenever in its opinion shall deem it necessary or advisable to do so. The Contractor shall and will accept such modifications when ordered in writing by the Engineer and the same shall not validate or void this contract any such modifications so made shall not, however, subject the Contractor to increase expense without equitable compensation, which shall be determined by the Engineer. If such modifications or any thereof, result in a decrease in the cost of the work involved, an equitable deduction from the contract price to be determined by the Engineer shall be made, the Engineer's determination of any such additional compensation or of any such deduction shall be based upon the bids submitted and accepted. In any event, no modifications in the work shown on the plans and described in the specifications shall be made unless the nature and extent thereof has first been certified by the Engineer in writing and sent to the Contractor.

50. GUARANTEES

The Contractor agrees to guarantee all work under this contract for a period of **two (2) years from the date of final settlement** thereof. If any unsatisfactory condition or damage develops within the time of this guarantee due to materials or workmanship which were defective, inferior or not in accordance with the contract, the Contractor agrees, whenever notified by the Engineer, to immediately place such guaranteed work in a condition satisfactory to the Engineer and make repairs of all damage to the buildings, equipment and grounds made necessary in the fulfillment of the guarantee.

Should the Contractor fail to proceed promptly to comply with the terms of guarantee under the contract, the Contractor agrees that the Owner acting through the Engineer may have such work performed as the Engineer considers necessary to fulfill such.

51. USE OF PREMISES

The Contractor shall confine his apparatus; the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits, or directions, of the Engineer and shall not unreasonably encumber the premises with his materials. The Contractor shall not load or permit any part of any structure to be loaded with a weight that will endanger its safety.

52. REMOVAL OF RUBBISH

The Contractor shall, as directed by the Engineer, remove from the Owner's property and from all public and private property, at his own expense, all temporary structures, rubbish and waste materials resulting from his operations.

The Contractor expressly undertakes at his own expense:

- (a) To frequently clean up all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance;
- (b) To (before final payment) remove all surplus materials, falsework, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations and to put the site in a neat orderly condition: and
- (c) To effect all cutting, fitting or patching of his work required to make the same conform to the Plans and Specifications, and, except with the consent of the Engineer, not to cut or otherwise alter the work of any other Contractor.

Should the Bidder or Contractor wish to take exceptions to the specifications or wish to substitute material or equipment items from those specified or approved, he must so note on the form provided with the bid for such substitution and certify his assumption of costs necessary for revision in other trades for this substitution. Bidder will be held to furnish specified or approved items in base bid if substitutions are not accepted.

53. PERFORMANCE-PAYMENT AND MAINTENANCE BOND

The successful bidder shall be required to furnish payment and performance and maintenance bonds in such form and having as surety thereon such surety company or companies as are approved by the Owner, in the amount of not less than one hundred percent (100%) of the total amount of the accepted bid.

The date of this bond shall be the same as the contract, and it shall continue in force until the work is completed, approved, and accepted.

The performance bond shall include a maintenance bond to remain in effect for two years from the date of final acceptance. This maintenance bond shall be in the same amount as the performance bond. The bond shall cover possible expenses in repairs, or changes, or other contingencies that may arise due to faulty material or installation.

54. PROTECTION OF THE PUBLIC

In addition to the terms under Accident Prevention in the General Specifications, the Contractor shall provide and maintain all necessary watchmen, barricades, warning lights and warning signs, and take all necessary precautions for the protection of the public.

55. DEFENSE OF ACTIONS OR SUITS

In addition to the provisions under Indemnity in the General Specifications, the following shall apply:

The Contractor agrees that neither the Owner nor any of its officers or agents nor the Engineer nor any of his representatives or agents shall in any manner be answerable or responsible for any loss or damage that shall or may happen to said work or to any part or parts thereof; or to any materials, building equipment, or other property that may be used or employed herein or placed upon the ground during the progress of the work, nor shall it be in any manner answerable or responsible for any injury done or damages or compensation required to be paid under any present or future law to any person or persons whatever, whether employees of the Contractor or otherwise, or for damage to any property, whether belonging to said Owner or to others, occurring during or resulting from the said work. The Contractor also agrees that they will properly guard against all such injuries, damages, and compensation. The Contractor also agrees that he shall at all times, indemnify and save harmless the Owner and its officers and agents and the Engineer and his representatives and agents against all such injuries, damages and compensation arising or resulting from causes other than their neglect.

56. "ANTI-KICKBACK STATUTE" AND REGULATIONS

The Contractor and each of his subcontractors shall comply with the following statutes (and with regulations issued pursuant thereto, which are incorporated herein by reference):

Title 18 U.S.C., Section 874: "874 Kickback from public work employees - whosoever by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

Title 40 U.S.C., Section 276c: "276c. Regulations governing Contractors and Subcontractors --The Secretary of Labor shall make reasonable regulations for Contractors and Subcontractors engaged in the Construction; prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each Contractor and Subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week." Section 1001 of Title 18 shall apply to such statements.

57. HOURS OF LABOR

No laborer, workman or mechanic in the employ of the Contractor or in the employ of a subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day, or more than five (5) days in any one week, except in cases of extraordinary emergency including fire, flood or danger to life or property including situations in which sufficient laborers, workmen and mechanics cannot be employed to carry on the work expeditiously within the meaning of and subject to the provisions and

conditions specified in Subdivision 2 of Section 220 of the Labor Law of the State of New York.

58. NEW YORK STATE PREVAILING WAGE RATES

In accordance with Section 220, Subdivision 3 and 220-d of the New York State Labor Law, the rates below are the minimum hourly rates to be paid on this project.

Any person or corporation that willfully pays after entering into a contract, less than this established wage schedule shall be guilty of a misdemeanor and upon conviction shall be punished for such first offense by a fine of five hundred dollars or by imprisonment for not more than thirty days, or both fine and imprisonment. A second offense carries heavier penalties.

The Contractor and each and every Subcontractor performing work at the site of the project to which this contract relates shall comply with the wage rates as established under Prevailing Rate Case No. as herein listed.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mere mistake, or otherwise, any such provision is not inserted or is not correctly inserted than upon the application of either party thereto, the contract shall forthwith be physically amended to make such insertion.

Wages and Payrolls: There shall be paid for each employee engaged in the trade or occupation listed below the prevailing wage rate established by the New York State Department of Labor and any change thereof, during the period of construction, the correct schedule thereof being as listed herein, and hereby made a part of these specifications.

Prevailing Wage Rates: The schedule of Prevailing wages Rates will be forwarded to each bidder upon receipt from the State of New York Department of Labor.

Codes for General Specifications

1. Welfare includes hospital, surgical or medical insurance or benefits, life insurance or death benefits, accidental death or dismemberment insurance.'
2. Pension
3. Vacations
4. Holiday Pay
5. Other

If, after the award of this contract, it becomes necessary to employ any person in a trade or occupation not herein stated, such person shall be paid not less than such hourly rate of wage, fairly comparable to the above rates and shall be retroactive to the time of the initial employment of such person in such trade or occupation. Contractor shall notify Engineer of this additional employee classification.

All employees shall be paid in full, at least once each week within five (5) days after the close of the payroll period, in lawful money of the United States, unless otherwise authorized in writing by the State Director; provided, however, that this paragraph shall not be construed to prohibit deduction required by law and collection of obligations by legal process.

A clearly legible statement of the minimum wage rate to be paid each trade occupation employed under this contract, and of the authorized deductions therefrom, if any, shall be posted by the Contractor in a prominent and easily accessible place at the site of the work.

In case it becomes necessary for the Contractor or any Subcontractor to employ on the project under this contract any person in a trade or occupation (except executive, supervisory, administrative, clerical or other nonmanual as such) for which no minimum wage rate is herein specified, the Contractor shall immediately notify the owners who will promptly thereafter furnish the contractor with the minimum rate. The minimum rate furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

59. PREFERENCE IN EMPLOYMENT

In the performance of the work contemplated by this contract or any part thereof, including all extra work, preference in employment shall be given to citizens of the State of New York who have been residents for at least six consecutive months immediately prior to the commencement of their employment. Each and every person employed by the Contractor, or by any subcontractor or other persons doing contracting for work contemplated by this contract, including extra work, shall furnish satisfactory proof of residence in accordance with the rules adapted by the industrial commissioner. Persons other than citizens of the State of New York may be employed when citizens of such state are not available.

60. DISCRIMINATION PROHIBITED ON ACCOUNT OF RACE, CREED, COLOR OR NATURAL ORIGIN IN EMPLOYMENT UNDER THIS CONTRACT

- (a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, or any other person acting on behalf of such contractor or subcontractor shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
- (b) No contractor, subcontractor, or any other person on his behalf shall in any manner, discriminate against or intimidate any employees hired for the performance of work under this contract, on account of race, creed, color, or national origin.
- (c) There may be deducted from the amount payable to the contractor by the Owner under this contract, a penalty of five dollars for each person for each calendar day

during which such person was discriminated against or intimidated in violation of the provisions of the contract.

(d) This contract may be cancelled or terminated by the Owner and all moneys 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.

(e) It is hereby agreed by and between the parties hereto that every contractor and subcontractor engaged in the public work described in this contract shall post and maintain at each of his establishments and at all places at which the public work described hereunder is being conducted, the Notice of the State Commission for Human Rights indicating the substantive provision or the Law Against Discrimination, where complaints may be filed and other pertinent information. Such notice shall be posted in easily accessible and well-lighted places customarily frequented by employees and applicants for employment.

61. CONTRACTOR'S OFFICE

The Contractor must maintain a business office and/or must submit a telephone number or numbers to the Engineer where he can be reached at all times during regular business hours and during the event of an emergency.

62. PHOTOGRAPHS

The Contractor shall photograph all driveways, culverts, and unusual conditions and as requested by the Engineer or his representative prior to any excavation or movement of equipment. These photographs will be used in the determination of the validity of claims by property owners for the damage caused this work and in establishing the responsibility of the Contractor for such damage.

The Contractor shall at his own expense deliver to the Engineer such photographs, in duplicate, with the location and date clearly marked. Failure to deliver such prints shall constitute an admission by the Contractor that no photographs have been taken.

63. NOTIFICATION OF FIRE AND POLICE AUTHORITIES

The Fire and Police Authorities for the areas concerned in this contract shall be notified in advance of the beginning of construction of the proposed schedule and shall be kept apprised of progress of the work in order to coordinate and maintain sufficient Fire and Police protection.

The Contractor shall file with the above agencies a list of names, addresses, and telephone numbers of the Principals or their authorized representatives who can be contacted at any time in the event of an emergency. The Contractor shall also provide the Engineer with a copy of the list noted above.

64. NOTIFICATION OF UNDERGROUND UTILITIES

Any person who performs or proposes to perform any excavation or demolition operation at or near any underground facility within the geographic boundaries of the Town of Hamburg must, by law, notify Dig Safely New York of his intent at least two (2) but not more than ten (10) working days (not including the date of your call) prior to commencement of such work.

65. USGS, USC&GS - BENCH MARKS OR OTHER GOVERNMENT MARKS

Whenever the Contractor encounters, in his work, any government bench or reference mark, he shall report same to the Engineer who will instruct the Contractor in the procedure to be followed to provide the necessary protection and/or survey work required to transfer and reference the mark so it can be re-established or relocated.

The Contractor will be responsible for the protection of the "mark", and it is noted that anyone who disturbs a government "mark" is subject to both fine and imprisonment if proper arrangements are not made before the mark is disturbed.

END OF SECTION

SUPPLEMENTAL GENERAL SPECIFICATIONS

1. DEFINITIONS

OWNER applies to the Town of Hamburg as represented by the Town Board of the Town of Hamburg or such other representative as the Town Board may direct.

2. DRAWINGS

The drawings which form a part of this Contract as set forth under Drawings and Instructions in the General Specifications are listed under Drawings in the Information to Bidders contained in the book of bidding and Contract Documents.

3. VERBAL STATEMENTS

It is understood and agreed that written terms and provisions of this Agreement shall supersede all prior verbal statements of the members of the Town Board of the Town of Hamburg, Engineer, or other representative of the Town Board and such statements shall not be effective or be construed as entering or forming a part of or altering in any manner whatsoever, the Contract Documents.

4. SUBSTITUTIONS

Wherever in the Plans and Specifications any item of equipment or material is designated by reference to a particular brand manufacturer or trade name, an approved equal product acceptable to the ENGINEER may be substituted by the bidder or CONTRACTOR provided, however, that such approval and acceptance is issued in writing by the ENGINEER in response to a written request from the Bidder or CONTRACTOR prior to the opening of bids. In the absence of such written request and written approval, Bidder will be held to furnish the item as specified.

If two or more brands, makes of materials, trade names, or manufacturers are shown or specified, each shall be regarded as the equal of the other. However, Bidders shall submit with their proposal the completed list of materials and suppliers provided therewith listing thereon one and one only trade name, brand, manufacturer, etc. for each item called for. Bidders will be held to furnish the items as listed. Should the Bidders or CONTRACTORS wish to take exception to the specifications or wish to substitute material or equipment items from those specified or approved, he/she must so note on form provided with the bid form showing also the amount to be added to or deducted from the base bid for such substitution and certify his assumption of costs necessary for revision in other trades for this substitution. Bidder will be held to furnish specified or approved items in base bid if substitutions are not accepted.

5. TOWN SUPERVISION

All work constructed for acceptance by the Town Board of the Town of Hamburg shall be supervised by the Town Engineer or its representative.

6. WORK AREA, CARE OF PROPERTY

The Contractor shall at all times confine his operations to the public right-of-way or that obtained by easements. Where work is to be done through an easement, the Contractor shall make special efforts to confine his/her operations to the immediate work area where the right-of-way or easement crosses front, side, or rear yards of improved private property to prevent unnecessary damage from equipment or employees to trees, shrubs, lawns, gardens, walks, drives, etc. Where such damage occurs, it shall be immediately repaired and restored to its original condition by the Contractor.

7. GENERAL GUARANTEE

The Contractor shall guarantee for **two (2) years** from the date of acceptance of the job all work installed under this contract, both as to materials and workmanship. Bond shall be furnished in accordance with the provisions of the *General Specifications*.

8. BONDS & FEES

The Contractor shall obtain, at his/her own expense, all permits and bonds necessary to work in the State, County and / or Town highway right-of-way prior to proceeding with the related construction.

9. NOTIFICATION OF UNDERGROUND UTILITIES

Any person who performs or proposes to perform any excavation or demolition operation at or near any underground facility within the geographic boundaries of the Town of Hamburg must, by law, notify **UDig NY (by calling 811)** of his/her intent at least two (2) but not more than ten (10) working days prior to commencement of such work.

It is the obligation of excavators and operators to comply with Article 36 of the General Business Law and with the provisions of Industrial Code Rule No. 53. The purpose of this law is to provide information which may prevent death or injury to workers and the public; damage to private and public property or loss of essential services to the general public; and to provide for appropriate notices to operators of underground facilities by persons proposing to excavate near such facilities or demolish structures near to or containing such facilities.

10. SITE INVESTIGATION

The Contractor shall, prior to submitting his/her proposal for the project, field investigate the project site and determine the nature and location of work to be performed, surface and sub-surface conditions of the project area, the location and condition of all utilities in the project area, the type of equipment needed to complete the work and all other matters which could in any way affect the work to be performed under this contract.

By submitting his proposal, the Contractor is attesting to the fact that he/she is aware of all conditions of the project site and can perform all work at the price bid in accordance with the specifications.

11. PROJECT COORDINATION

The contractor shall be solely responsible for coordination of all work. He/she shall supervise, direct and cooperate fully with all subcontractors, manufacturers, fabricators, suppliers, distributors, installers, testing agencies, and all others whose services, materials, or equipment are required to ensure completion of the work within the Contract time. The Contractor shall cooperate and coordinate his/her work with the work of any other contractor, utility service company, or owner's employees performing additional work related to the Project at the site.

12. TEMPORARY CONSTRUCTION FACILITIES

The Contractor shall be responsible for all temporary construction facilities required for the work. The Contractor shall make all arrangements with utility service companies for temporary services and shall pay all costs associated therewith.

The Contractor shall abide by all rules and regulations of the utility service company, owner, or authority having jurisdiction. Sufficient temporary heat and ventilation shall be provided to assure safe working conditions and that no damage will occur to any of the work.

The Contractor shall provide suitably enclosed chemical or self-contained toilets and shall furnish and maintain safe drinking water supply for all workers.

The Contractor shall be responsible for all utility service costs until the work is substantially complete.

13. PROJECT SPECIFIC CHANGES TO GENERAL SPECIFICATIONS

The following modifications to the General Specifications shall be in effect for this project:

- 12. SURVEYS, PERMITS, LAWS, TAXES, AND REGULATIONS
In the first paragraph, replace the sentence “The Engineer shall supply all benchmark elevations, baseline and centerline control point stakes as may be required to satisfactorily complete the work, ...” with “The **Contractor** shall supply all benchmark elevations, baseline and centerline control point stakes as may be required to satisfactorily complete the work, ...”

- 22. ENGINEER’S STATUS – INSPECTION
Replace the ninth paragraph, beginning with “The Owner will provide resident inspection supervised by the Engineer”, with the following:

“The Owner will provide periodic inspection supervised by the Engineer. All major work shall be performed on weekends and holidays as to not interfere with Town Hall operations. The Engineer will provide periodic inspection as required to review progress and/or assist the resident inspector.”

**PROPOSAL
LUMP SUM BID PRICE**

for

Hamburg Town Hall Parking Lot Project

Date: _____

To the Honorable Town Board, Town of Hamburg, County of Erie, State of New York
(Hereinafter called the "Owner")

Town Board:

Pursuant to and in compliance with your advertisement for bids, dated _____, the undersigned Bidder hereby offers to enter into a Contract in the form annexed to or referred to in the Specifications to furnish and deliver all plant, labor, materials, supplies, equipment, tools, tool rental, insurance, permits, bond, etc., necessary for the **Hamburg Town Hall Parking Lot Project**, and on file in the Town Hall of the Town of Hamburg, 6100 South Park Avenue, Hamburg, New York, and in accordance with all addenda issued by the Owner and mailed to the undersigned prior to the opening of bids, whether received by the undersigned or not, complete, in place, tested, approved, and ready for use.

The Bidder hereby represents and warrants that he is financially solvent and experienced in and competent to perform the work contemplated; that he has carefully examined the plans, specifications and site for the proposed work; that he is familiar with all the conditions proportionate to the construction of the project including the availability of materials and labor; that he has satisfied himself as to all matters which in any way affect the work; and that he accepts all conditions as they may be found to exist. The Bidder further declares that this proposal is in all respects fair and is made without fraud and collusion with any person or persons making any proposal for said work.

The undersigned Bidder understands that the quantities of work as shown herein are only approximate and are subject to increase or decrease, and agrees to enter into a contract to do the work whether the quantities are increased or decreased, at the unit price stated in the following schedule:

Bidder acknowledges receipt of the following addenda:

By submission of this bid or proposal, the bidder certifies that:

- (a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- (b) This bid or proposal has not been knowingly disclosed nor will be knowingly disclosed prior to the opening of the bids or proposals for this project to any other bidder, competitor, or potential competitor;
- (c) No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- (d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;
- (e) That attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of this certificate by the signatory of this bid or proposal in behalf of the corporate bidder.

The undersigned is a _____

(State whether a single individual and residence; or if a partnership, the names of all partners and residences; or if a corporation, where incorporated and location of main office.)

Dated: _____ L.S.
Bidder

By

Title

Resolved that _____ be authorized to sign and submit the bid or proposal of this corporation for the following project:

Hamburg Town Hall Parking Lot Project

and to include in such bid or proposal the certificate as to non-collusion required by Section One Hundred Three - d (103-d) of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by

_____(Corporation)

at a meeting of its Board of Directors held on the _____day of _____, 20____ .

AFFIX CORPORATE SEAL HERE:

Secretary

HAMBURG TOWN HALL PARKING LOT PROJECT

PROJECT #2025-06

ITEM NUMBER	ITEM DESCRIPTION	BID PRICE WRITTEN IN WORDS		BID PRICE IN NUMBERS	
		DOLLARS	CENTS	DOLLARS	CENTS
BASE BID	Milling and paving of existing parking lot behind Town Hall and entrance and exit drives, coordination with adjustments of catch basin frames and grates by the Town Highway Department, protection of existing trees and landscaping, installation and maintenance of erosion and sediment control measures, curbed and non-curbed lawn areas, signage and pavement striping, wheel stops, concrete sidewalks, curbs and curb ramps, one catch basin and storm drainage pipe connecting to the existing storm drainage system, metal pipe bollards, relocation of existing card reader on new concrete pad with modification of existing electrical wiring, one bike rack on a concrete pad, two spare underground electrical conduits for future use, new circular monument and flagpole island with removal of existing foundations and construction of new foundations for relocated monuments, two existing flagpoles and one new flagpole, relocation of an existing lamp post onto a new foundation with modification of existing electrical wiring, and new floodlighting for flagpoles and monuments with modification of existing electrical wiring to new locations.				
BID ALTERNATE #1	Removal of existing gravel area behind Town Hall and construction of curbed concrete patio area.				
TOTAL BID :					

BIDDER'S QUESTIONNAIRE

1. Has your company worked for the Town of Hamburg or other municipalities before? If so, list relevant projects.

2. Has your company worked on similar projects? If so, provide the project, description, and outcome.

3. Is your company financially stable enough to take on this project?

4. Does your company have the plant and machinery to take on this project or how will you obtain the needed plant and machinery? Please explain.

5. Is there anything else you want to share with the Town about your company?

NON-COLLUSIVE BIDDING CERTIFICATE

pursuant to

SECTION 103-d of the GENERAL MUNICIPAL LAW (amended)

By submission of this bid or proposal, the bidder certifies that:

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

(Firm Name)

By: _____

(Title)

SEAL

Sworn to before me this _____ day of _____, 20_____.

(Notary Public)

**CORPORATE AUTHORIZATION FOR EXECUTION OF
NON-COLLUSIVE BIDDING CERTIFICATE**

pursuant to

Section 103-d of the General Municipal Law (Amended)

RESOLVED that _____
(Name) (Corporation)

be authorized to sign and submit the bid or proposal of this corporation for the following project: (Describe project below)

AND TO INCLUDE in such bid or proposal the certificate as to non-collusion required by Section one hundred three-d (103-d) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificates this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____
_____ corporation at a meeting of its board of directors on
the _____ day of _____, 20____.

Assistant (Secretary)

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned, (**) _____, as Principal, and
(***) _____, as Surety, are hereby held and firmly bound
unto the Town of Hamburg, New York, in the penal sum of _____
_____ for the payment of which, well and truly
to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors, and assigns.

Signed, this _____ day of _____, 20_____.

The condition of the above obligation is such that Whereas the Principal has submitted
to _____ a certain bid, attached hereto and
hereby made a part hereof to enter into a contract in writing for the _____
_____ (a very specific definition of each contract and job
must be described for bonding purposes).

NOW, THEREFORE:

(a) If said Bid shall be rejected, or in the alternate
(b) If said Bid shall be accepted and the Principal shall execute and deliver a
contract in the Form of Contract attached hereto (properly completed in
accordance with said Bid) and shall furnish a bond for his faithful performance of
said Contract, in the amount of 100% of the bid as tabulated and for payment of
all persons performing labor or furnishing materials in connection therewith, and
shall in all other respects perform in the agreement created by the acceptance of
said Bid, then shall this obligation be void, otherwise the same shall remain in force and
effect; it being expressly understood and agreed that the liability of the Surety for any and
all claims hereunder shall, in no event exceed the penal amount of this obligation as herein
stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said
Surety and its bond shall be in no way impaired or affected by any extension of the time
within which the Principal may accept such Bids and said Surety does hereby waive
notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.)

_____ (***)

By: _____

SEAL

** Bidder's Name

*** Name of Surety

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
(Contractor's Name)
of _____ (hereinafter called Principal),
(Location)
and the _____, having its principal office in the City
(Name of Surety)
of _____ and authorized to do business in the State of New York
(Location)
(hereinafter called Surety), are held and firmly bound unto the _____
(Name of Owner), New York (hereinafter called Obligee), in the amount
of _____
(\$ _____) Dollars, lawful money of the United States of America, for the
payment of which the Principal and the Surety hereby bind themselves, their heirs,
executors, administrators, successors, and assigns jointly and severally, firmly by these
presents.

WHEREAS the above bounded Principal has by written agreement dated _____
_____, 20____ entered into a contract with the Obligee for \$ _____
which contract and documents included therein by reference is by reference made a
part hereof (hereinafter called Contract).

NOW THEREFORE, the condition of this obligation is such that if the Principal shall:

1. Well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all modifications of said Contract that may hereinafter be made, with or without notice to the Surety.
2. Promptly make payment to all persons having a direct contract with the Principal supplying labor and material in the prosecution of the work provided for in said Contract and any and all modifications of said Contract that may hereinafter be made, notice of which modifications to the Surety being hereby waived; then this obligation shall be void, otherwise to remain in full force and effect. Provided, however that this bond is executed and accepted upon the following express conditions:

- (a) That all persons who have supplied labor and material as aforesaid shall have a direct right of action hereunder against Principal and the Surety, subject, however, to the prior right of the Obligee to recover hereunder on account of any loss or damage caused to it by the failure of the Principal to perform the

Contract as aforesaid.

- (b) The Surety for value received hereby stipulates and agrees, if requested to do so by the Oblige, to fully perform and complete the work and furnish the materials mentioned and described in said contract pursuant to terms, conditions and covenants thereof, if for any cause said Principal fails or neglects to so fully perform said work; the said Surety further agrees to commence said work of completion ten (10) days after notice thereof from the Oblige.
- (c) That the Oblige shall notify the Surety by registered letter addressed and mailed to its Home Office, of any breach of said Contract within sixty (60) days after such breach shall have come to the knowledge of the Oblige (Owner).
- (d) That the Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.
- (e) That no suit, action or proceeding for loss or damage caused by any breach of any of the conditions of this bond shall be brought against the Surety by the obligee after two (2) years from the day of final acceptance of the work by the Owner.
- (f) That no suit, action, or proceeding for loss caused by the failure of the Principal to pay all persons supplying labor and material in the prosecution of the work under said Contract shall be brought against the Surety after six (6) months from the day on which final payment of the Contract is made.

Signed, sealed and dated this _____ day of _____, 20_____.

(Principal)

(Principal) (SEAL)

By: _____
(President, Vice-President, Secty-Treas.)

(Surety) (SEAL)

By: _____

AGREEMENT

THIS AGREEMENT made the _____ day of _____, 20____ by and between the Town Board of the Town of Hamburg with offices at 6100 South Park Avenue, Hamburg, NY 14075 parties of the first part, herein referred to as the "OWNER", and _____, a domestic corporation organized and existing under the laws of the State of New York having an office and place of business at _____, party of the second part, hereinafter referred to as the "CONTRACTOR".

WITNESSETH, that the CONTRACTOR and the OWNER for the considerations hereinafter named agree as follows:

ARTICLE 1 SCOPE OF WORK - The CONTRACTOR shall furnish all plant, materials, equipment, labor and other facilities and things necessary and proper for the installation of the **Town Hall Parking Lot Project**, which is to be done in complete and full accordance with and in strict compliance with and pursuant to specifications, therefore prepared by **Hamburg Engineering Department & Buildings and Grounds Department**, and filed in the offices of the OWNER, and which are made a part hereof with the same force and effect as though set forth in full herein, and are to cooperate so that any work or materials exhibited in the drawings and not mentioned in the specifications are to be executed the same as if they were mentioned in the specifications and set forth in the drawings to the true intent and meaning of the specifications, and drawings without any extra charge therefore; and shall do everything required in this Agreement, the conditions of the Contract and Specifications, the Drawings and the Contract Documents as defined in Article 6 of the Agreement.

ARTICLE 2 TIME OF COMPLETION - The work to be performed under this Contract shall be commenced within ten days of receipt of a written "Notice to Proceed" from the OWNER and said work shall be completed and all materials shall be furnished and installed according to said plans, specifications, profiles and drawings as specified by

PROJECT COMPLETION DATE August 14, 2026

ARTICLE 3 THE CONTRACT SUM - The OWNER shall pay the CONTRACTOR for the performance of the Contract, subject to additions and deductions provided therein, in current funds. The **LUMP SUM PRICE** Bid of the CONTRACTOR for the construction of this improvement dated _____, 20____, and addressed to the Town Board, Town of Hamburg, New York, a copy of which is hereto annexed and made a part of this Contract with the same force and effect as though set forth in full herein, the total bid of which is (written)

In consideration of the faithful and complete performance of this Contract by the CONTRACTOR, the OWNER will pay to the CONTRACTOR the stipulated LUMP SUM PRICE Bid as set forth by said proposal, subject to any additions to or deductions from the plans and/or specifications as approved by the ENGINEER. For such additions or deductions, the CONTRACTOR will receive payment in accordance with the prices submitted with said proposal. The CONTRACTOR will commence work on the date to be specified by the ENGINEER on the order of the OWNER as to the date of such commencement and shall fully complete the work specified in Article 2 of this Agreement unless period shall be extended by the OWNER.

ARTICLE 4 - PROGRESS PAYMENTS - The OWNER shall make payments to the CONTRACTOR for the performance of the Contract based on the schedule of values, subject to additions to or deductions from as provided for in the General Conditions of the Contract, such payment on account thereof to be made as provided under Changes in the Work in the General Specifications.

ARTICLE 5 - ACCEPTANCE AND FINAL PAYMENT - Final payment shall be due 60 days after completion of the work provided the work be then fully completed and the Contract fully performed.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the ENGINEER shall promptly make such inspection, and when he finds the work acceptable under the Contract, and the Contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof, and that the entire balance found to be due the CONTRACTOR, including the retained percentage, and noted in said final certificate is due and payable.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the ENGINEER that all payrolls, material bills, and other indebtedness connected with the work have been paid.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER so certifies, the OWNER shall, upon certification of the ENGINEER, and without terminating the Contract, make payments of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

The acceptance by the CONTRACTOR of Final Payment shall be and shall operate as a Release to the OWNER of all claims and all liability to the CONTRACTOR for all things done or furnished in connection with the work and for every act and neglect of the OWNER and others relating to or arising out of this work, excepting the CONTRACTOR'S claims for interest upon the Final Payment if this payment is

improperly delayed. No payment, however, final or otherwise, shall operate to release the CONTRACTOR or his Sureties from any obligation under this Contract, the Performance Bond or the two year Maintenance Bond.

ARTICLE 6 - THE CONTRACT DOCUMENTS - The Notice to Contractors, the Notice to Bidders, and Bidder's Proposal, the General Specifications of the Contract, the Construction Specifications and Addenda, the Drawings together with this Agreement, form the Contract Documents, and they are as fully a part of the Contract as if hereto annexed or herein repeated.

ARTICLE 7 - LIQUIDATED DAMAGES - If all work to be performed and materials furnished under this Agreement have not been performed and/or furnished by the date specified in Article 2 of this Agreement, then in that event, the CONTRACTOR shall forfeit the sum of Five Hundred Dollars (\$500.00) per day after the date set in Article 2 hereof, for the completion of this Contract. Said sum is not to be considered in any way a penalty, but as liquidated damages for failure to complete this Agreement by the completion date above mentioned.

IN WITNESS WHEREOF, the Town Board of the Town of Hamburg has caused this instrument to be executed and attested by the Town Clerk as duly authorized so to do, and the seal of the Town affixed hereto and the CONTRACTOR has caused its corporate seal to be affixed hereto and these presents to be signed by its President the day and year first above mentioned.

CONTRACTOR:

by: _____

DATE: _____

(SEAL)

ATTEST:
STATE OF _____)
COUNTY OF _____)SS.
_____)

On this _____ day of _____, 20____, before me personally came (**contractor**) to me personally known, who, being by me duly sworn, did depose and say that he/she resides at _____

that he/she is the _____ of the corporation described in, and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation: and that he/she signed his/her name thereto by like order.

Notary Public, Erie County, New York

TOWN OF HAMBURG:

by: _____

DATE: _____

(SEAL)

ATTEST:
STATE OF NEW YORK)
COUNTY OF ERIE)SS.
TOWN OF HAMBURG)

On this _____ day of _____, 20____, before me, the subscriber, came _____, to me personally known, who being by me duly sworn, did depose and say that he/she resides in the Town of Hamburg, New York; that said _____

_____ is the Supervisor of the Town of Hamburg, and that the within instrument is duly executed pursuant to a resolution adopted by the Town Board of the Town of Hamburg.

Notary Public, Erie County, New York

STATE OF NEW YORK)
)
COUNTY OF ERIE) SS.

On this _____ day of _____, 20_____, before me, the subscriber, personally appeared _____ to me known, who, being by me duly sworn, did depose and say that he/she resides in the Town of Hamburg, Erie County, New York; that he/she is the Town Clerk of the Town of Hamburg, the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Town Board of said corporation, and that he/she signed her name thereto by like order.

I, _____, the undersigned, duly appointed Town Attorney for the Town of Hamburg, Erie County, New York, do hereby certify as follows:

I have examined the foregoing Contract and Performance Bond and the manner of execution thereof, and am of the opinion that each of the aforesaid documents have 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 documents on behalf of the respective parties named therein; 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.

Town Attorney, Town of Hamburg



TOWN OF HAMBURG

AFFIDAVIT OF RELEASE OF LIENS

OWNER: Town of Hamburg
6100 South Park Avenue
Hamburg, NY 14075

PROJECT:

CONTRACTOR:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

BY: _____
(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to me on this date:

Notary Public:

My Commission Expires:



TOWN OF HAMBURG

AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

OWNER: Town of Hamburg
6100 South Park Avenue
Hamburg, New York 14075

PROJECT:

CONTRACTOR:

The undersigned hereby certifies that, except as listed below, all bills and claims against him and his subcontractors have been paid in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

BY: _____
(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to me on this date:

Notary Public:

My Commission Expires:



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Hamburg Engineering
Hunter Grad, Principal Engineer Assistant
6100 S. Park Ave
Hamburg NY 14075

Schedule Year 2025 through 2026
Date Requested 10/02/2025
PRC# 2025012286

Location Town of Hamburg
Project ID# 2025-06
Project Type Mill and pave of existing parking lot with some curb work and minor storm repairs.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

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

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Contractor Registry

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

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

Wages and Supplements

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

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

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

Payrolls and Payroll Records

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

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

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

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

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

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

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

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational **ONLY** and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer **MUST** then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "[Public Work Project](#)" notice must be posted at the beginning of the performance of every public work contract, on each job site.

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

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

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

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeymen in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Hamburg Engineering
Hunter Grad, Principal Engineer Assistant
6100 S. Park Ave
Hamburg NY 14075

Schedule Year 2025 through 2026
Date Requested 10/02/2025
PRC# 2025012286

Location Town of Hamburg
Project ID# 2025-06
Project Type Mill and pave of existing parking lot with some curb work and minor storm repairs.

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 .

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

Effective June 23, 2020

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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



Required Notice under Article 25-B of the Labor Law

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

The law says that you are an employee unless:

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

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

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

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

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

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

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

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

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

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

Employer Name:

IA 999 (09/16)



Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

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

Chapter 629 of
the Labor Laws
of 2007:

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



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

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

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

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record 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.

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

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

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

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

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year.

All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Shift Work

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

Paid Prenatal Leave

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

Apprentice Training Ratios

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

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

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

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

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

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

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

Erie County General Construction

Boilermaker

10/01/2025

JOB DESCRIPTION Boilermaker

DISTRICT 12

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2025	01/01/2026
		Additional
Boilermaker	\$ 39.35	\$ 2.50*

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

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour: \$ 33.52*

*NOTE: \$32.03 of this amount is for every Hour "Paid"

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

1st Term at 12 Months

Terms 3-8 at 6 Months

Per Hour:

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

Supplemental Benefits per hour:

All Terms \$ 33.52**

**NOTE: \$32.03 of this amount is for every Hour "Paid"

12-7

Broadband

10/01/2025

JOB DESCRIPTION Broadband

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

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

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

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

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

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

SUPPLEMENTAL BENEFITS

Per Hour:

\$ 23.24

OVERTIME PAY

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

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

HOLIDAY

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

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

4-CWA-Dist2

Carpenter - Building

10/01/2025

JOB DESCRIPTION Carpenter - Building

DISTRICT 12

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

Cattaraugus: Townships of Persia and Perrysburg

WAGES

Per hour:	07/01/2025	07/01/2026
Building:		Additional \$4.00/Hr

Carpenter	\$ 34.97
Certified Welder	35.97
Hazardous Waste Worker	36.47
Diver-Wet Day***	61.25
Diver-Dry Day	35.97

Hazardous Waste Worker: Hazardous sites requiring personal protective equipment.

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

Depth pay for divers:	0' to 80'	no additional fee
	81' to 100'	additional \$0.50 per foot
	101' to 150'	additional \$0.75 per foot
	151' to 200'	additional \$1.25 per foot

Penetration pay:	0' to 50'	no additional fee
	51' to 100'	additional \$0.75 per foot
	101'to 200'	additional \$1.00 per foot

SHIFT WORK

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

1st Shift - Regular Rate

2nd Shift - Premium of 7% of base wage per hour

3rd Shift - Premium of 14% of base wage per hour

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Carpenter(s)	\$ 29.66
Diver(s)	29.66

OVERTIME PAY

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

HOLIDAY

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

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

Carpenter Apprentices:

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

Supplemental Benefits per hour worked:

1st	2nd	3rd	4th
\$12.80	\$12.80	\$15.40	\$15.40

12-276B-Cat

Carpenter - Building / Heavy&Highway

10/01/2025

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Wages per hour:	07/01/2025	07/01/2026 Additional	07/01/2027 Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	\$ 37.94	\$ 2.25*	\$ 2.25*
* To be allocated at a later date.			

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyworker \$ 27.34

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5) on HOLIDAY PAGE

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

Notes:

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

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour worked:

\$19.10	\$19.69	\$21.83	\$22.42
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2-42AtSS

Carpenter - Heavy&Highway

10/01/2025

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

Erie

WAGES

Per hour:	07/01/2025	07/01/2026 Additional
Carpenter	\$ 43.08	\$2.65
Certified Welder	48.08	
Hazardous Waste Worker	45.58	
Pile Driver	43.08	

Pile Driver Welder	48.08
Piledriver Hazardous W W	45.58
Diver-Wet Day	68.08
Diver-Dry Day & Tender	44.08
Effluent & Slurry Diver-Wet Day	102.12
Effluent & Slurry Diver-Dry Day	66.12

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

- State 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.

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

Depth pay for divers:	0' to 50'	no additional fee
	51'to 100'	additional \$0.50 per foot
	101' to 150'	additional \$0.75 per foot
	151' to 200'	additional \$1.25 per foot
	201' and deeper	additional \$1.50 per foot

Penetration pay:	0' to 50'	no additional fee
	51' to 100'	additional \$0.75 per foot
	101' to 200'	additional \$1.00 per foot
	201' and Deeper	additional \$1.25 per foot

SUPPLEMENTAL BENEFITS

Per hour worked:

Carpenter(s)	\$ 32.85
Pile Driver(s)	32.85
Diver(s)	32.85

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: 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 workday before and after the Holiday.

REGISTERED APPRENTICES

Wages per hour:

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

Carpenter Apprentice:

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

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

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

Supplemental benefits Carpenter/Pile Driver per hour worked:

1st	2nd	3rd	4th
\$ 19.95	\$ 20.61	\$ 22.83	\$ 23.49

12-276HH-Erie

Electrician

10/01/2025

JOB DESCRIPTION Electrician

DISTRICT 3

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

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

Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield, Pembroke and that portion of the Towns of Batavia and Elba that are west of Little Tonawanda Creek; Tonawanda Creek; the City limits of Batavia (in effect prior to Feb. 1, 1970) and State Highway 98 north of the City of Batavia, then north on Highway 98 to the Orleans County line.

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

WAGES

Per hour:	07/01/2025	06/01/2026	05/31/2027
		Additional	Additional
Electrician*	\$ 44.50	\$4.50	\$5.50

* Includes teledata work

Additional \$0.50/hr in shafts over 25 ft. deep and in underground tunnels over 75 ft. long.

Additional \$0.75/hr for work on toothpicks, structural steel, temporary platforms, swinging scaffolds, boatswain chairs, smoke stacks or water towers 30 ft above the floor or for work on rolling scaffolds and ladders over 50 ft.

Additional \$1.50/hr for Cable Splicers on such work as lead, and shielded cable and splices or terminations on cable 5KV and above.

Additional \$1.00/hr for Hot work (Atomic plants).

Additional \$2.00/hr for work on radio, TV, light towers and floating platforms or climbing ladders in excess of 100 ft. high.

SHIFT WORK

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

17.3% for work from 4:30PM - 1:00AM

31.4% for work from 12:30AM - 9:00AM

SUPPLEMENTAL BENEFITS

Per hour:

\$ 33.38*

* NOTE - add 6% of the posted straight time or applicable premium wage rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following wages:

0 to 1000 to 2000 to 3500 to 5000 to 6500 to 8200

\$ 22.25 \$ 26.70 \$ 28.95 \$ 31.15 \$ 33.40 \$ 37.85

Supplemental benefits per hour:

0 to 2000 to 6500 to 8200

\$ 15.05* \$ 26.40* \$ 33.38*

* NOTE - add 6% of the posted straight time or applicable premium wage rate.

3-41

Elevator Constructor

10/01/2025

JOB DESCRIPTION Elevator Constructor

DISTRICT 3

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2025

Elevator Constructor \$ 62.39

Helper 43.67

SUPPLEMENTAL BENEFITS

Per hour:

\$ 38.44

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour:

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

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

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

Supplemental benefits per hour:

\$ 38.44

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

3-14

Glazier**10/01/2025**

JOB DESCRIPTION Glazier

DISTRICT 3

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2025

Glazier \$ 34.68

Working off Suspended

Scaffold (Swing Stage) 36.68

Maintenance 22.45*

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman Glazier \$ 28.79

Maintenance 18.66

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE for Glazier and Glazier Apprentice

Paid: See (5, 6) on HOLIDAY PAGE for Maintenance

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 20.50	\$ 21.50	\$ 22.50	\$ 23.50	\$ 24.50	\$ 25.50	\$ 26.50	\$ 27.50

Supplemental benefits per hour:

1st & 2nd terms \$ 8.65

3rd & 4th terms 11.15

5th & 6th terms 12.65

7th & 8th terms 14.15

3-660

Insulator - Heat & Frost**10/01/2025**

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Niagara, Wyoming

PARTIAL COUNTIES

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

WAGES

Per Hour: 07/01/2025

Heat & Frost Insulator \$ 37.65

SUPPLEMENTAL BENEFITS

Per hour:

\$ 30.79

OVERTIME PAY

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

* Note - Double time after 10 hours on Saturday.

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour:

1st	\$ 9.51
2nd	13.09
3rd	30.79
4th	30.79

3-4

Ironworker

10/01/2025

JOB DESCRIPTION Ironworker

DISTRICT 3

ENTIRE COUNTIES

Cattaraugus, Chautauqua

PARTIAL COUNTIES

Allegany: Entire county except the Towns of Birdsall, Burns and Grove.

Erie: All except the Town of Grand Island north of Whitehaven Road.

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

Steuben: Only the Townships of Canisteo, Freemont, Greenwood, Hartsville, Hornell, Hornellsville, Howard, Jasper, Troupsburg and West Union

Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle, Gainsville, Java, Orangeville, Pike, Sheldon, Warsaw and Wethersfield.

WAGES

Per hour: 07/01/2025

Structural	\$ 36.76
Ornamental	36.76
Layout	36.76
Rodmen	36.76
Reinforcing	36.76
Welders	36.76
Riggers & Mach. Movers	36.76
Curtain Wall Erector	36.76
Window Erector	34.31
Fence Erector	35.21

SHIFT WORK

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

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Fence Erectors	\$ 32.62
All others	34.12

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

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

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 15.57	\$ 25.88	\$ 27.35	\$ 28.83

3-6

Ironworker**10/01/2025**

JOB DESCRIPTION Ironworker

DISTRICT 3

ENTIRE COUNTIES

Niagara

PARTIAL COUNTIES

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

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

WAGES

Per hour: 07/01/2025

Structural	\$ 36.25
Ornamental	36.25
Reinforcing	36.25
Rigger & Mach. Mover	36.25
Pre-Engineered	36.25
Fence Erector	36.25
Pre-Cast Erector	36.25
Welder	36.25
Window Erector	36.25

SHIFT WORK

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

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

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

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

SUPPLEMENTAL BENEFITS

Per hour: \$ 34.94

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

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

Supplemental benefits per hour:

1st term	\$ 13.78
2nd term	21.87
3rd term	23.02
4th term	24.18

3-9

Laborer - Building**10/01/2025**

JOB DESCRIPTION Laborer - Building

DISTRICT 3

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

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

WAGES

CLASS A: Basic, Safety Man, Flagman, Tool Room Man, Nurseryman, Demolition Worker, Top Man, Wrecker, IBC Barriers Except on Structures, Guard Rail, Asphalt Shovelers, Foundation Laborer over 8' in Depth, Hod Carriers, Plaster Tender, Plaster Scaffold Builder, Pneumatic Gas, Electric Tool Operator including all forms of Busters, Jackhammers and Chipping Guns, Steel Burners.

CLASS B: Mortar Mixer, Asphalt Smoothers, Pneumatic Gas, Electric Tool Operator including all forms of Busters, Jackhammers and Chipping Guns over 8' in depth.

CLASS C: Worker on any Swing Scaffold, Blaster, Plumbing Laborer, Wagon Drill Operator, Bottomman (caisson or cofferdam), Laser Setter, Asphalt Rakers, Asphalt Screed Man.

CLASS D: Stone Cutter, Curb Setter and Flag Layer.

CLASS E: Asbestos Removal, Deleader.

CLASS F: Hazardous Waste Worker.

*For wearing of replaceable cartridge respirator in excess of 2 hours per day - add \$1.00 to Group A rate.

Per hour:	07/01/2025	07/01/2026
Building Laborer:		Additional
CLASS A	\$ 32.83	\$1.75
CLASS B	33.00	\$1.75
CLASS C	33.11	\$1.75
CLASS D	33.58	\$1.75
CLASS E	34.33	\$1.75
CLASS F	34.83	\$1.75

SUPPLEMENTAL BENEFITS

Per hour:
\$ 29.00

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following percentage of Journeyman's wage:

0 to 1500 to 3000 to 4000
70% 80% 90%

Supplemental benefits per hour:

\$ 29.00

3-210b

Laborer - Heavy&Highway

10/01/2025

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Erie

WAGES

Heavy/Highway Laborer:

GROUP A: Basic, Drill Helper, Flagman, Outboard and Hand Boats, Demolition Worker, Nurseryman, IBC Barriers (except on structures), Guard Rails, Road Markers.

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

GROUP C: All Rock or Drilling Machine Operators (Except Quarry Master and Similar Type), Acetylene Torch Operators, Asphalt Raker, Powderman and Welder.

GROUP D: Blasters, Curb and Flatwork Formsetter not on structures, Stone or Granite Curb Setters and Stone Cutter.

Per hour:	07/01/2025	07/01/2026
Heavy/Highway Laborer:		Additional
GROUP A	\$ 37.66	\$2.25
GROUP B	37.86	\$2.25
GROUP C	38.06	\$2.25
GROUP D	38.26	\$2.25

For all Deleader & Asbestos work add \$1.50 to Group A rate.

For all Hazardous waste work add \$2.00 to Group A rate.

For wearing of replaceable cartridge respirator in excess of 2 hours per day - add \$1.00 to Group A rate.

Sewer/Water Laborer:

GROUP A: Basic, Flagman, Top man, Wreckers.

GROUP B: Foundation, Plaster tender, Scaffold bootman, Pneumatic, gas, electric, tool operator, jackhammer, chipping guns.

GROUP C: Mortar Mixer, over 8 ft. in depth.

GROUP D: Pavement formsetter, Steelburner, Caisson, Wagon Drill Oper., PipeLayer, Swing Scaffold.

GROUP E: Utility pave driver, Laser operator.

GROUP F: Blaster.

Per hour:	07/01/2025
Sewer/Water Laborer:	
GROUP A	\$ 37.66
GROUP B	37.76
GROUP C	37.81
GROUP D	37.91
GROUP E	38.26
GROUP F	38.66

For all Deleader & Asbestos work add \$1.50 to Group A rate.

For all Hazardous waste work add \$2.00 to Group A rate.

SHIFT WORK

An additional \$4.00 per hour is required when an irregular work shift starting any time from 3:30PM to 1:00AM is mandated either in the job specification or by the contracting agency.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 30.40

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following percentage of Journeyman's wage:

0 to 1500 to 3000 to 4000
70% 80% 90%

Supplemental benefits per hour:

\$ 30.40

3-210h

Laborer - Tunnel

10/01/2025

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 3

ENTIRE COUNTIES

Erie

WAGES

CLASS A: Mole Nipper, Powder Handler, Changehouse Attendant and Top Laborer.

CLASS B: Air Spade, Jackhammer, Pavement Breaker.

CLASS C: Top Bell.

CLASS D: Bottom Bell, Side or Roofbelt Driller, Maintenance men, Burners, Block Layers, Rodmen, Caulkers, Miners helper, Trackmen, Nippers, Derailmen, Electrical Cablemen, Hosemen, Groutmen, Gravelmen, Form Workers, Movers and Shaftmen, Conveyor men.

CLASS E: Powder Monkey.

CLASS F: Blasters, Ironmen and Cement Worker, Miner, Welder, Heading Driller.

CLASS G: Steel Erectors, Piledriver, Rigger.

Per hour: 07/01/2025

Tunnel Laborer:

CLASS A \$ 39.16

CLASS B 39.31

CLASS C 39.41

CLASS D 39.91

CLASS E 40.01

CLASS F 40.41

CLASS G 40.66

For all Deleader & Asbestos work add \$1.50 to Class A rate.

For all Hazardous waste add \$2.00 to Class A rate.

For wearing of replaceable cartridge respirator in excess of 2 hours per day - add \$1.00 to Group A rate.

SHIFT WORK

An additional \$4.00 per hour is required when a single irregular work shift starting any time from 3:30PM to 1:00AM is mandated either in the job specification or by the contracting agency.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 30.40

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following percentage of Journeyman's wage:

0 to 1500 to 3000 to 4000
70% 80% 90%

Supplemental benefits per hour:

\$ 30.40

3-210t

Lineman Electrician

10/01/2025

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

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

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

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

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

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

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

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

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

-----Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work." Includes access matting for line work.

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

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

-----Below rates applicable on all switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. Includes access matting for line work.

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

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

-----Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. Includes access matting for line work.

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

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

SHIFT WORK

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

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

SUPPLEMENTAL BENEFITS

Per hour:

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

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

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction.

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

HOLIDAY

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

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

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

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

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

6-1249a

Lineman Electrician - Teledata

10/01/2025

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

Per hour: 07/01/2025

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

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

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

SHIFT WORK

THE FOLLOWING RATES APPLY WHEN THE CONTRACTING AGENCY MANDATES MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION ARE WORKED. WHEN TWO (2) OR THREE (3) SHIFTS ARE WORKED THE FOLLOWING RATES APPLY:

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 5.77
	*plus 3% of the hour wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting

10/01/2025

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.

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

Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

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

A flagger's duties shall consist of traffic control only.

Per hour:	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A:				
Lineman, Technician	\$ 52.86	\$ 55.31	\$ 57.40	\$ 59.64
Crane, Crawler Backhoe	52.86	55.31	57.40	59.64
Certified Welder	55.50	58.08	60.27	62.62
Group B:				
Digging Machine	\$ 47.57	\$ 49.78	\$ 51.66	\$ 53.68
Group C:				
Tractor Trailer Driver	\$ 44.93	\$ 47.01	\$ 48.79	\$ 50.69
Groundman, Truck Driver	42.29	44.25	45.92	47.71
Equipment Mechanic	42.29	44.25	45.92	47.71
Group D:				
Flagger	\$ 31.72	\$ 33.19	\$ 34.44	\$ 35.78

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

SHIFT WORK

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:

	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A	\$ 31.90*	\$ 32.90*	\$ 34.40*	\$ 35.90*
Group B	\$ 27.90*	\$ 28.90*	\$ 30.40*	\$ 31.90*

Group C	\$ 27.70*	\$ 28.50*	\$ 29.70*	\$ 30.90*
Group D	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

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

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction.

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

HOLIDAY

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

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

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2025	05/04/2026	05/03/2027	05/01/2028
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All terms:	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*
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* Plus 7% of the hourly wage paid. The 7% is based on straight time or premium time.

6-1249a-LT

Lineman Electrician - Tree Trimmer

10/01/2025

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

Per hour:	07/01/2025	01/04/2026	01/03/2027
Tree Trimmer	\$ 33.18	\$ 34.67	\$ 36.23
Equipment Operator	29.35	30.67	32.05
Equipment Mechanic	29.35	30.67	32.05
Truck Driver	23.85	24.93	26.05
Groundman	19.64	20.53	21.45
Flagger	15.50	16.20	16.93

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2025	01/04/2026	01/03/2027
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Journeyworker	\$ 10.98*	\$ 11.23*	\$ 11.48*
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* Plus 4.5% of the hourly wage paid. The 4.5% is based on straight time rate or premium rate.

OVERTIME PAY

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

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

HOLIDAY

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

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

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

6-1249TT

Mason - Building**10/01/2025**

JOB DESCRIPTION Mason - Building**DISTRICT 3****ENTIRE COUNTIES**

Erie, Niagara

PARTIAL COUNTIES

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

WAGES

Per hour: 07/01/2025

Plasterer \$ 33.05

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

SUPPLEMENTAL BENEFITS

Per hour: \$ 25.09

OVERTIME PAY

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

All other work See (B, E, Q) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following dollar amounts:
07/01/2025

0-2000	\$ 20.00
2000-4000	\$ 22.00
4000-6000	\$ 24.00
6000-8000	\$ 26.00

Supplemental benefits per hour:

Hour terms at the following dollar amounts:

0-2000	\$ 3.00
2000-4000	\$ 4.00
4000-8000	\$ 5.00

3-9-Pltr

Mason - Building**10/01/2025**

JOB DESCRIPTION Mason - Building**DISTRICT 5****ENTIRE COUNTIES**

Erie, Niagara

PARTIAL COUNTIES

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

WAGES

Per Hour: 07/01/2025

Building:

Bricklayer \$ 39.44

Stone Mason 39.44

Tuck Pointer 39.44

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 33.64

OVERTIME PAY

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

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

1250 hour terms at the following wage:

1st	2nd	3rd	4th
\$ 29.97	\$ 30.89	\$ 33.21	\$ 36.38

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 13.78	\$ 20.19	\$ 25.20	\$ 29.37

5-3B-Z3

Mason - Building / Heavy&Highway

10/01/2025

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

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

WAGES

Per hour: 07/01/2025

Cement Mason \$ 33.65

Additional \$0.25 per hr for Swing scaffold or exterior scaffold 42' or higher.

Additional \$1.00 per hr when required to wear respirator.

SUPPLEMENTAL BENEFITS

Per hour: \$ 33.22

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following dollar amounts:

1st	2nd	3rd	4th	5th	6th
\$ 20.19	\$ 21.87	\$ 23.56	\$ 25.24	\$ 26.92	\$ 28.60

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th
\$ 8.86	\$ 11.86	\$ 11.80	\$ 15.05	\$ 17.20	\$ 20.54

3-111Erie

Mason - Heavy&Highway

10/01/2025

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 5

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

Erie: Only the Bricklayer classification applies.

Niagara: Only the Bricklayer classification applies.

WAGES

Per hour: 07/01/2025

Heavy & Highway:
Cement Mason \$ 38.63
Bricklayer 38.63

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 26.28

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental benefits per hour:

1st term	\$ 15.40
2nd term	\$ 24.62
3rd term	\$ 25.04
4th term	\$ 25.45

5-3h

Mason - Tile Finisher

10/01/2025

JOB DESCRIPTION Mason - Tile Finisher

DISTRICT 5

ENTIRE COUNTIES

Erie, Niagara, Orleans

PARTIAL COUNTIES

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

WAGES

Per hour: 07/01/2025

Building:
Marble, Slate, Terrazzo \$ 35.71
and Tile Finisher

SUPPLEMENTAL BENEFITS

Per hour: \$ 19.47

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd
\$ 22.57	\$ 25.74	\$ 29.22

Supplemental benefits per hour:

1st	2nd	3rd
\$ 10.44	\$ 12.81	\$ 14.87

5-3TF - Z3

Mason - Tile Setter	10/01/2025
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JOB DESCRIPTION Mason - Tile Setter

DISTRICT 5

ENTIRE COUNTIES

Erie, Niagara, Orleans

PARTIAL COUNTIES

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

WAGES

Per hour: 07/01/2025
Building:
Marble, Slate, Terrazzo
and Tile Setter \$ 38.85

SUPPLEMENTAL BENEFITS

Per hour: \$ 33.73

OVERTIME PAY

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

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

1250 hour terms at the following wage:

1st	2nd	3rd	4th
\$ 29.48	\$ 30.30	\$ 32.32	\$ 36.14

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 13.97	\$ 20.43	\$ 25.69	\$ 29.16

5-3TS - Z3

Millwright	10/01/2025
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JOB DESCRIPTION Millwright

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

Per hour: 07/01/2025

Millwright - \$ 47.00
Power Generation

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

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

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker \$ 28.45*

*NOTE: Subject to OT premium

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

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

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

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

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

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.95
Appr. 2nd year	23.50
Appr. 3rd year	25.15
Appr. 4th year	26.80

6-1163Power

Millwright

10/01/2025

JOB DESCRIPTION Millwright

DISTRICT 12

ENTIRE COUNTIES

Erie, Genesee, Niagara

WAGES

Per hour: 07/01/2025

Building	\$ 42.23
Heavy & Highway*	\$ 45.73

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

-*H/H work performed on hazardous waste sites where employees are required to wear protective gear shall receive an additional \$2.00 per hour.

- If a building work site has been declared a hazardous site and the use of protective gear (including, at a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour.

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwright's rate provided he/she is directed to perform certified welding.

- An employee performing work on site as a machinist shall receive \$2.00 per hour in addition to the current Building & Heavy Millwright's rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.

- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour Paid:

All Classifications	\$ 32.29
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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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour worked:

1st	2nd	3rd	4th
\$11.95	\$26.19	\$28.22	\$30.26

12-1163-Gen/Nia/Orl/Wyo

Operating Engineer	10/01/2025
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JOB DESCRIPTION Operating Engineer

DISTRICT 12

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

PARTIAL COUNTIES

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

WAGES

7/01/2025

Per Hour:

Concrete Pump \$47.38

ADDITIONAL:

Pumps from
46-65 meters \$4.25/HR
Hazardous Work Site \$2.50/HR

SUPPLEMENTAL BENEFITS

Per Hour: \$33.10
At Time and a Half \$37.55
At Double Time \$42.30

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

12-17Pump

Operating Engineer - Building	10/01/2025
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JOB DESCRIPTION Operating Engineer - Building

DISTRICT 12

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

PARTIAL COUNTIES

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

WAGES

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

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

Operating Engineer- Building:

Per hour:	07/01/2025
Class A	\$ 44.23
Class B	39.14
Crane(Up to 60 Tons)	47.48
" (61 to 199 Tons)	48.48
" (200 to 399 Tons)	48.98
" (400 Tons or more)	49.48

Additional \$5.75/hr. for Any Tower Crane

Additional \$2.50/hr. for Hazardous Work Site

Additional \$1.00/hr. for Tunnel Work

Additional \$2.25/hr. for Agency Mandated Shift Work

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyman \$ 35.45**

**Note: For Overtime Hours \$26.25 of this amount is paid a straight time, the remaining balance of \$9.20 is paid at the same premium as the wage.

OVERTIME PAY

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

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

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1 year Terms

1st	2nd	3rd	4th
\$ 33.63	\$ 34.55	\$ 35.47	\$ 36.39

Supplemental benefits Per Hour:

All Apprentices \$ 34.55**

**Note: For Overtime Hours \$26.25 of this amount to be paid a straight time rate
remaining balance of \$8.30 is paid at same premium as the wage.

12-17b

Operating Engineer - Heavy&Highway**10/01/2025**

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

Chautauqua, Erie, Niagara, Orleans

WAGES

Marine Construction/Dredging

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

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

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

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

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

Per hour: 07/01/2025

Class 1	\$ 56.00
Class 2(A)	54.50
Class 2(B)	57.50
Class 3	50.00
Class 4	45.50

Hazardous/Toxic Waste based on EAP Levels

Additional:

Level A - \$2.50/Hr.

Level B - 2.00/Hr.

Level C - 1.00/Hr.

Level D - 0.50/Hr.

SUPPLEMENTAL BENEFITS

Per Hour Paid:

ALL CLASSES \$ 36.81

OVERTIME PAY

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

* If the Holiday is Worked

HOLIDAY

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

12-17 Marine

Operating Engineer - Heavy&Highway**10/01/2025**

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

PARTIAL COUNTIES

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

WAGES

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

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

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

Per hour:	07/01/2025	07/01/2026
Class A	\$ 47.39	Additional
Class B	42.89	\$5.50/Hr.
Crane 5 to 110 tons	52.39	
" 111 to 199 tons	53.39	
" 200 to 599 tons	54.39	
" 600 to 999 tons	56.39	
" 1000 tons and over	57.39	

Cranes in Luffer Configuration additional \$5.00/Hr.

Cranes with external ballast(tray or wagon) additional \$5.00/Hr.

Additional \$2.50/hr. for Hazardous Work Site

Additional \$1.00/hr. for Tunnel Work

Additional \$8.00/hr. for Mandated Single Irregular Shift Work (Projects Bid After 7/1/2025)

SUPPLEMENTAL BENEFITS

Per hour:

Journeymen	\$ 36.86
At Time and a Half	\$ 45.32
At Double Time	\$ 53.77

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

Note: Overtime rate is 1.5X the wage plus \$9.93/Hr., Overtime rate is 2X the wage plus \$19.85/Hr.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Apprentices at 1 year terms

1st	2nd	3rd	4th
\$ 39.89	\$ 40.89	\$ 41.89	\$ 42.89

Supplemental Benefits	
All Apprentices	\$ 36.46
At Time and a Half	\$ 44.72
At Double Time	\$ 52.97

12-17 hh/sw/t

Operating Engineer - Survey Crew**10/01/2025**

JOB DESCRIPTION Operating Engineer - Survey Crew**DISTRICT** 12**ENTIRE COUNTIES**

Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

PARTIAL COUNTIES

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

WAGES

These rates apply to Building, Heavy and Highway Construction.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

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

07/01/2025

Party Chief	\$ 51.19
Instrument Person	48.29
Rod Person	33.74

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 31.65
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OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES:1000 hour terms based on the Percentage of Rod Person wage:

07/01/2025

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

SUPPLEMENTAL BENEFITS per hour worked:

0-1000 Hrs	\$ 20.07/ PHP	\$14.79
1001-2000 Hrs	22.85 / "	17.01
2001-3000 Hrs	25.62 / "	19.62

NOTE: PHP is premium hours paid when worked.

12-17D Sur

Operating Engineer - Survey Crew - Consulting Engineer**10/01/2025**

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer**DISTRICT** 12**ENTIRE COUNTIES**

Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

PARTIAL COUNTIES

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

WAGES

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

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

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

07/01/2025

Party Chief	\$ 51.19
Instrument Person	48.29
Rod Person	33.74

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 31.65
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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

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2025

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

SUPPLEMENTAL BENEFITS per hour worked:

0-1000	\$ 20.07 / PHP \$14.79
1001-2000	22.85/ " 17.01
2001-3000	25.62 / " 19.62

NOTE: PHP is premium hours paid

12-17D Con Eng

Painter

10/01/2025

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

Allegany, Erie, Genesee, Niagara, Orleans, Wyoming

PARTIAL COUNTIES

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

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

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

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

WAGES

Per hour:	07/01/2025	05/01/2026
		Additional
Basic Rate (Brush & Roll)	\$ 33.00	\$ 1.93
Spray painting, wallcovering	33.00	1.93
Abrasive and hydroblasting	33.00	1.93
Taping/DryWall Finisher	34.00	2.13
Skeleton Steel*	33.75	1.93

* Skeleton Steel: No floors, walls or ceiling are constructed, including radio and television towers, flagpoles, smokestacks and cranes.

SUPPLEMENTAL BENEFITS

Per hour:

Basic Rate (Brush & Roll)
Spray painting, wallcovering
Abrasive and hydroblasting and
Skeleton Steel \$ 28.51

Taping/Drywall Finisher \$ 28.81

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

Painter/Decorator: 750 hour terms at the following wage:

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

Taper/Drywall Finisher: 750 hour terms at the following wage:

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

Supplemental benefits per hour:

Painter/Decorator and Taper/Drywall Finisher:

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

3-4-Buf, Nia, Olean

Painter

10/01/2025

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

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

WAGES

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

For Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

*Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

SHIFT WORK

Note an additional \$1.50 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS

Per hour: \$ 31.51

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following wage:

1st	2nd	3rd	4th	5th	6th
\$ 24.00	\$ 26.00	\$ 28.00	\$ 30.00	\$ 34.00	\$ 38.00

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th
\$ 6.60	\$ 6.95	\$ 7.30	\$ 7.65	\$ 8.00	\$ 8.35

3-4-Bridge, Tunnel, Tank

Painter - Metal Polisher

10/01/2025

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

07/01/2025

Metal Polisher	\$ 40.33
Metal Polisher*	41.43
Metal Polisher**	44.33

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2025

Journeyworker:

All classification \$ 13.44

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

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

07/01/2025

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

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

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

*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

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

8-8A/28A-MP

Plumber**10/01/2025**

JOB DESCRIPTION Plumber**DISTRICT** 3**ENTIRE COUNTIES**

Cattaraugus, Chautauqua, Erie, Niagara, Wyoming

PARTIAL COUNTIES

Allegany: Only the Townships of Allen, Alma, Amity, Angelica, Belfast, Bolivar, Caneadea, Centerville, Clarksville, Cuba, Genesee, Friendship, Granger, Hume, New Hudson, Rushford, Wirt and that portion of Scio which lies west of Rt. 19.

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

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

WAGES

Per hour: 07/01/2025

Plumber \$ 43.53

Steamfitter \$ 43.53

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

SHIFT WORK

Additional \$1.75 for time worked on second shift 4:30pm - 12:30am

Additional \$2.00 for time worked on third shift 12:30am - 8:00am

SUPPLEMENTAL BENEFITS

Per hour: \$ 30.15

Note - \$6.24 of this amount must be paid at the same premium as the wage.

OVERTIME PAY

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

* Double time after 11 hours per day on Weekdays.

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th	5th
50%	60%	70%	75%	90%

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

Supplemental benefits per hour:

\$ 25.23

Note - \$6.24 of this amount must be paid at the same premium as the wage.

3-22-P

Roofer**10/01/2025**

JOB DESCRIPTION Roofer**DISTRICT** 3**ENTIRE COUNTIES**

Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour: 07/01/2025

Asbestos Removal	\$ 38.96
Slate, Tile	36.11
Precast tile / slabs	36.11
Crete / gypsum planks	36.11
Damp and waterproofer	35.96
Composition, sprayers,	35.96
Asphalt mastic,	35.96
Steep roofers	35.96

SHIFT WORK

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

15.0% of hourly rate for second shift

20.0% of hourly rate for third shift

SUPPLEMENTAL BENEFITS

Per hour:

\$ 27.31

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following percentage of Journeyman's wage:

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

Supplemental benefits per hour:

0	to	999	to	1499	to	1999	to	2499	to	2999	to	3499	to	4499
		\$ 11.06		\$ 16.04		\$ 16.34		\$ 24.22		\$ 24.99		\$ 25.76		\$ 26.54

3-74

Sheetmetal Worker

10/01/2025

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 3

ENTIRE COUNTIES

Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour: 07/01/2025

Sheet Metal Worker \$ 40.55

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

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

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

SHIFT WORK

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

Shift Premium per hour:

Second Shift	\$ 3.25
Third Shift	\$ 5.00

Registered Apprentices

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

Shift Premium per hour:

Second Shift	
1st term	\$ 1.46
2nd term	\$ 1.63
3rd term	\$ 1.79
4th term	\$ 2.28
5th term	\$ 2.60
Third Shift	
1st term	\$ 2.25
2nd term	\$ 2.50
3rd term	\$ 2.75
4th term	\$ 3.50
5th term	\$ 4.00

SUPPLEMENTAL BENEFITS

Per hour:

\$ 29.98*

* Note - \$19.16 of this amount must be paid at the same premium as the wages per overtime hours.

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

1st term	\$ 21.30
2nd term	26.10
3rd term	28.79
4th term	30.47
5th term	33.83

Supplemental benefits per hour:

1st term	\$ 18.18	Note - \$8.36 of this amount must be paid at the same premium as the wage.
2nd term	22.34	Note - \$12.52 of this amount must be paid at the same premium as the wage.
3rd term	27.55	Note - \$16.73 of this amount must be paid at the same premium as the wage.
4th term	27.90	Note - \$17.08 of this amount must be paid at the same premium as the wage.
5th term	28.59	Note - \$17.77 of this amount must be paid at the same premium as the wage.

3-71

Sprinkler Fitter

10/01/2025

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2025

Sprinkler \$ 45.06
Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$ 29.41

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 23.28	\$ 25.98	\$ 28.15	\$ 30.31	\$ 31.94	\$ 34.64	\$ 36.81	\$ 38.97	\$ 41.14	\$ 43.30

Supplemental Benefits per hour

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

1-669

Teamster - Building / Heavy&Highway

10/01/2025

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara

PARTIAL COUNTIES

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

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

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

WAGES

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

GROUP 2: Off Road 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 and Water Trucks

GROUP 4: Specialized Earth Moving Equipment, Euclid type, or similar off-highway, where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

GROUP 5: Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

Per hour:	07/01/2025	07/01/2026	07/01/2027
		Additional	Additional
ALL GROUPS	\$ 49.23	\$ 3.25	\$ 4.00

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

SHIFT WORK

An additional \$4.00 per hour is required when a single irregular work shift starting any time from 3:30PM to 1:00AM is mandated either in the job specification or by the contracting agency.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 17.30*

*Note - Only \$ 8.75 per hour needs to be paid for overtime hours.

OVERTIME PAY

See (B, G, P) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

3-449

Teamster - Building / Heavy&Highway

10/01/2025

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara

WAGES

Per hour:	07/01/2025
Dump Truck Operator*	\$ 30.00

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

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

SUPPLEMENTAL BENEFITS

Per hour:

\$ 2.02

OVERTIME PAY

See (B, B2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

3-449d-DT

Welder

10/01/2025

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2025

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

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

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

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

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

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

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

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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

(29) Juneteenth

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

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

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

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

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

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

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

Telephone

Fax

E-Mail:

2. NY State Units (see Item 5).

☐

01 DOT

☐

02 OGS

☐

03 Dormitory Authority

☐

04 State University
Construction Fund

☐

05 Mental Hygiene
Facilities Corp.

☐

06 OTHER N.Y. STATE UNIT

☐

07 City

☐

08 Local School District

☐

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

☐

10 Village

☐

11 Town

☐

12 County

☐

13 Other Non-N.Y. State
(Describe)

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

Telephone

Fax

E-Mail:

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

☐

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:

Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

☐

1. New Building

☐

2. Addition to Existing Structure

☐

3. Heavy and Highway Construction (New and Repair)

☐

4. New Sewer or Waterline

☐

5. Other New Construction (Explain)

☐

6. Other Reconstruction, Maintenance, Repair or Alteration

☐

7. Demolition

☐

8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐

Construction (Building, Heavy
Highway/Sewer/Water)

☐

Tunnel

☐

Residential

☐

Landscape Maintenance

☐

Elevator maintenance

☐

Exterminators, Fumigators

☐

Fire Safety Director, NYC Only

☐

Fuel Delivery

☐

Guards, Watchmen

☐

Janitors, Porters, Cleaners,
Elevator Operators

☐

Moving furniture and
equipment

☐

Trash and refuse removal

☐

Window cleaners

☐

Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

For inquiries please call 518-457-5589.

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AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL		AKHLAQ OULAKH		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DA	*****2404	BJA RENOVATION, CORP		33 DOLLARD DR NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTI ON	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER PEROSI		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	*****2281	CORRAO TRUCKING, INC.		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARWIN PEGUESE		6400 BALTIMORE NATIONAL SUITE 602CANTONSVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026

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DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****2337	EGL DRAINAGE SOLUTION & REPAIRS LLC		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO		2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	*****4760	GTX CONSTRUCTION ASSOCIATES, CORP		2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****2397	ISLAND BREEZE MARINE, INC.		6400 BALTIMORE NATIONAL CANTONSVILLE MD 21228	10/24/2024	10/24/2029
DOL	DOL	*****5010	J. LINDSLEY ENTERPRISE, LLC		1002 STATE ROUTE 176 FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL	*****0241	J. LINDSLEY ROOFING, LLC		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027

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

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DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KEVIN FUNEZ URBINA A/K/A KEVIN FUNEZ		1009 LYNDAL AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****8760	KJ&J CONSTRUCTION, LLC		1009 LYNDAL AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****3716	LIGHTNIN ELECTRIC INC.		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		MOHAMMAD MIAN		8269 21ST ST BELLEROSSE NY 11426	12/22/2022	12/22/2027
DOL	NYC		NASEER CHAUDHRY		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS BARNETT		33 DOLLARD DR BABYLON NY 11703	03/04/2025	03/04/2030
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		NIKOLA NTONI		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029

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DOL	NYC	*****6971	NN CONSTRUCTION, INC.		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	*****4772	R.W. LOBDELL CONSTRUCTION LLC		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		SILVANO TRAVAJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED MUHAMMAD S. JAFRI A/K/A SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026

NYSDOL Bureau of Public Work Debarment List 09/26/2025

Article 8

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