

# PROJECT MANUAL

# Erie County Correctional Facilities – UPS Replacement Project

## PROJECT LOCATION

EC Correctional Facility – 11581 Walden Ave.  
Alden, NY 14004

EC Holding Center – 10 & 40 Delaware Ave.  
Buffalo, NY 14202

**DATE: 2/1/24**

PROJECT #: 2023-860-01

BID DATE: 2/22/24



**MARK C. POLONCARZ**  
COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER

WILLIAM E. GEARY  
COMMISSIONER OF PUBLIC WORKS



**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**PROJECT MANUAL: TABLE OF CONTENTS**

**LEGAL AND PROCEDURAL DOCUMENTS**

NTB 1	Notice to Bidders
IB 1	Information for Bidders
	Attachment - Local Law 2-2021, Lowest Responsible Bidding Law
	Attachment - Local Law 3-2023, Service-disabled Veteran Participation Law
PW 1	Prevailing Wage Rates
E1-E11	Bid Proposal - Electrical Construction
CCA-2	New York State Vendor Responsibility Questionnaire For-Profit Construction (CCA-2)

**GENERAL CONDITIONS**

GCI 1	Index to General Conditions
GC 1	Section 1 – Definitions
GC 2	Section 2 – Drawings, Specifications and Related Data
GC 8	Section 3 – Relations Among Owner, Contractor and Architect / Engineer
GC 12	Section 4 – Materials and Workmanship
GC 14	Section 5 – Insurance, Bonds, Safety, Etc
GC 16	Section 6 – Progress and Completion of Work
GC 18	Section 7 – Measurement and Payment
GC 22	Section 8 – Wages and Labor Conditions
GC 31	Section 9 – Accountability
GC 31	Section 10 – The Erie County Workforce Development and Diversification New York State Certified Worker Training Program - Erie County Local Law No. 3-2018
Appendix A	Minority Women Business Enterprise & Service Disabled Veteran Owned Business Parts A through D Forms
Appendix B	DPW Building Permit Application & Insurance Requirements
Appendix C	Executive Order 13 - Pay Equity Certification Policy
Appendix D	Executive Order 18 Policy, Rules, Regulations and Reporting
Appendix E	Contract Reference Documents
SGC 1	Supplementary General Conditions

**TECHNICAL SPECIFICATIONS**

<b><u>Division 1 - General Requirements</u></b>	
Section 01 1000	Summary of the Work
Section 01 1500	Application for Payment
Section 01 2100	Allowances
Section 01 5400	Security
Section 01 7700	Closeout Procedures
Section 01 7823	Operation and Maintenance Data
Section 01 7839	Project Record Documents

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**PROJECT MANUAL: TABLE OF CONTENTS**

Division 26 - Electrical

Section 26 0500	Common Work Results for Electrical
Section 26 0519	Low Voltage Electrical Power Conductors and Cables
Section 26 0526	Grounding and Bonding for Electrical Systems
Section 26 0529	Hangers and Supports for Electrical Systems
Section 26 0533	Raceways and Boxes for Electrical Systems
Section 26 0553	Identification for Electrical Systems
Section 26 2726	Wiring Devices
Section 26 2813	Fuses
Section 26 2816	Enclosed Switches and Circuit Breakers

DRAWINGS

<u>EC-E001</u>	General Electrical Notes & Symbols
<u>ECCF-E100</u>	Partial First Floor Plan - Housing Units - Electrical Work
<u>ECCF-E101</u>	Partial First Floor Plan - Support Facility - Electrical Work
<u>ECCF-E102</u>	Partial First Floor Plan - Support Facility - Electrical Work
<u>ECCF-E103</u>	Partial First Floor Plan - Housing Units - Electrical Work
<u>ECCF-E104</u>	Partial Second Floor Plan - Housing Units - Electrical Work
<u>ECCF-E105</u>	Partial Second Floor Plan - Support Facility - Electrical Work
<u>ECHC-E100</u>	Ground Floor Plan - Electrical Work
<u>ECHC-E101</u>	First Floor Plan - Electrical Work
<u>ECHC-E102</u>	Second Floor Plan - Electrical Work
<u>ECHC-E103</u>	4th Floor (Bldg. 10) - 3rd Floor (Bldg 40) - Electrical Work
<u>ECHC-E104</u>	6th Floor (Bldg. 10) - 4th Floor Mezzanine (Bldg 40) - Electrical Work
<u>ECHC-E105</u>	5th Floor Mezzanine (Bldg 40) - Electrical Work
<u>ECHC-E106</u>	6th Floor Mezzanine (Bldg 40) - Electrical Work



COUNTY OF ERIE  
NOTICE TO BIDDERS

Erie County Correctional Facilities – UPS Replacement Project  
Erie County Correctional Facility – 11581 Walden Ave., Alden NY 14004  
Erie County Holding Center – 10 & 40 Delaware Ave., Buffalo NY 14202  
ECDPW PROJECT NO. 2023-860-01

Sealed bids for Electrical work at the above County facilities will be received by the County's Commissioner of Public Works in Suite 1400 of the Rath County Office Building, 95 Franklin Street, Buffalo, New York 14202 until 10:30 AM local time on February 22<sup>nd</sup>, 2024; at which time they will be opened and read aloud.

The bidding documents, specifications, and drawings may be downloaded from the Erie.gov website <http://www.erie.gov/dpw/>, ON-LINE BID RETRIEVAL, or examined at the following offices:

Erie County Department of Public Works  
Office of the Commissioner  
Rath County Office Building  
95 Franklin Street, Suite 1400  
Buffalo, NY 14202

Construction Exchange of Buffalo & WNY  
2660 William Street  
Cheektowaga, NY 14227  
<http://www.conexbuff.com/>

**Bids will not be accepted unless the bid package is downloaded directly from [www.erie.gov/dpw](http://www.erie.gov/dpw/) so that contact information is captured by ECDPW for bid addenda and communication.**

Pre-Bid Conference/Site visits for all locations will be held on 2/8/24, at a time yet to be determined, to review the scope of the project and review existing field conditions. Additional details for the times and location may be obtained from the EC DPW project contact listed below. Any individual who wishes to attend the Pre-Bid Conferences must receive prior approval for security clearance. Contact Lee McElhinny, EC DPW Project Manager to coordinate obtaining clearance. Contact Information: phone (716) 858-4905; email: Lee.McElhinny@erie.gov.

Each proposal must be accompanied by a Bid Bond of five percent (5%) of the amount of the bid payable unconditionally to the County of Erie.

The Contractor's attention is drawn to the provisions in the General Conditions establishing a Minority/Women Business Utilization requirement for this project. Contractors are advised that by submitting a signed and sealed bid proposal they are agreeing and committing to the WBE/MBE requirements contained in this project.

The Contractor's attention is further drawn to requirements for Contractor's participation in a New York State Certified Apprenticeship Training Program. **In addition, the Contractor shall be advised that provisions set forth by Erie County Executive Order #18 ("EO #18") may apply.**

Attention of bidders is called to the fact that if a prospective bidder is not registered as a bidder with the Office of the Commissioner of Public Works by virtue of his/her downloading of the bidding documents, then notices of contract addenda or other significant matters related to the contract proposal or bid will not be communicated to said prospective bidder.

The County of Erie reserves the right to reject any or all bids and waive any informality.

WILLIAM E. GEARY  
Commissioner of Public Works  
Rath County Office Building  
95 Franklin Street, Suite 1400  
Buffalo, NY 14202

DATED: 2/1/2024

Rev 11/2022

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

**INFORMATION FOR BIDDERS**

**1. THE PROJECT CONSISTS OF:**

- A. Electrical Construction Work, including but not limited to the replacement of existing UPS Systems and associated equipment providing back-up power to building IT and Security systems. The project scope shall include installation of Owner Furnished equipment and other electrical Work as indicated in the Contract Documents.

**2. RECEIPT AND OPENING OF PROPOSALS**

- A. Sealed bids for the project (separately submitted based on the above type of construction work) will be received by the Department of Public Works, Office of the Commissioner, 14th Floor, Rath County Office Building, 95 Franklin Street, Buffalo NY 14202 until 10:30 AM local time on Thursday, February 22nd, 2024, at which time they will be publicly opened and read aloud.

**3. ARCHITECT/ENGINEER**

- A. For the purpose of this contract, the Architect as defined in the General Conditions, shall be Buffalo Engineering, P.C.

- B. Direct all inquiries concerning these documents to:

Name: Buffalo Engineering, P.C.

Address: 4245 Union Rd, Suite 204, Buffalo, NY 14225

Phone: (716) 633-5300

Fax: (716) 633-5598

E-Mail: cad@bepc.biz

**4. SITE VISITATION / PRE-BID CONFERENCE**

- A. A Pre-Bid Conference will be held on Thursday February 8<sup>th</sup>, 2024, at a location yet to be determined, to review the scope of the project and review existing field conditions. Any individual who wishes to attend the Pre-Bid Conferences must receive prior approval for security clearance. Security Clearance shall require background check via providing Social Security Number, copy of Driver's License and phone number for verification. Contact Lee McElhinny, EC DPW Project Manager to coordinate obtaining clearance. Contact Information: phone (716) 858-4905; email: Lee.McElhinny@erie.gov
- B. Prospective Bidders shall contact EC DPW Project Manager listed above for additional details on Pre-Bid Conference location and times.

**5. PREPARATION OF PROPOSALS**

- A. Submit proposal on the enclosed form. Enclose in sealed envelope bearing the title of the work and the name of the Bidder. Bidders shall submit all of the following to be considered:

- 1) Proposal Form, included herein, inclusive of the following:
  - 1) Base Bid Price
    - a) The Base Bid Price is inclusive of any associated allowances for a given Contract within the Project. If allowances are associated with the Project, note that the contractor is to include an overhead and profit markup for the entirety of a Lump-Sum Allowance. See Specification 012100 – Allowances included in the Project Manual for more information.
  - 2) Completion Time
  - 3) Alternate Pricing (if applicable)
  - 4) Unit Pricing (if applicable)
  - 5) Substitutions (if applicable)
  - 6) Acknowledgement of all Addenda
  - 7) Non-Collusive Bidding Certificate
  - 8) Company information with Owner Signature
  - 9) Apprenticeship Certification (if applicable; see the proposal form and Section 10 of the General Conditions for more information)
  - 10) Contractors Own Workforce – See Section 3.18 of the General Conditions for more information
  - 11) Equal Pay Certification - See Sections 8.04 and 8.07 of the General Conditions for more information
  - 12) Erie County Executive Order #18 Attestation and Statement of Workforce (if applicable; See the proposal form and Section 8.08 of the General Conditions for more information)
  - 13) Drug and Alcohol Testing Compliance Form
- 2) Experience Questionnaire conforming to the New York Vendor Responsibility Questionnaire For-Profit Construction (Form CCA-2) as included within the project manual.
  - 1) **NOTE** – Failure to submit the completed Responsibility Questionnaire referenced above with the sealed bid proposal shall render the bid non-responsive and the bid shall not be considered in accordance with Erie County Local Law 2-2021.
    - a) See Appendix D for the fill version of Local Law 2-2021.
  - 2) Form CCA-2 is to be provided with the sealed bid proposal in its entirety, inclusive of Attachments A and B.

- a) **Attachment C titled 'FINANCIAL INFORMATION' will only be required to be provided by the awarded contractor, prior to final contract execution, at the request of the County.** Failure to project Attachment C at the request of the County may result in termination or cancelled execution of the contract associated with a given Project.
- 3) If the contractor is already enrolled in the New York State's VendRep system, the contractor is permitted to print out their packet from the State's system, in its entirety inclusive of Attachments A and B, to provide within their respective sealed bid proposal submission.
- 4) All documents related to the CCA-2 Questionnaire can be found in the front end of the project manual and can also be found at the link below  
  
<https://www.osc.state.ny.us/state-vendors/vendrep/profit-construction-questionnaire-cca-2>
- 3) Erie County Minority/Women Business Enterprise & Service-Disabled Veteran Owned Business Utilization Report – Part A included herein (if applicable; See the proposal form and Section 8.06 of the General Conditions for more information).
- 4) Bid Bond in an amount not less than five percent (5%) of the base bid.
- B. In case of a difference between the stipulated amount of the proposal written in words and the stipulated amount written in figures, the stipulated amount stated in written words shall govern.
- C. Proposals shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered.
- D. Any Bidder may withdraw their proposal, either personally or by fax or written request, at any time prior to the scheduled closing time for receipt of proposals.
- E. All proposal forms submitted by a bidder requiring a bidder's signature must bear an original signature signed in ink. Proposals submitted without original signatures will be rejected.

## 6. AWARD OR REJECTION

- A. The Contract for each phase of the work will be awarded to the lowest qualified responsible Bidder. The Owner reserves the right to reject any or all proposals or to waive any informality. All proposals shall be good for 90 days from date of opening.
- B. For the purpose of determining the lowest responsible bidder, the County shall compare all base bids plus any add or any deduct Alternate Bid items. Unit prices set forth in the proposal shall not be considered in determining the lowest responsible bidder.
- C. The County reserves the right to accept or reject any and all Alternate Bid Items in any order. The low-bidder will be determined based on the base scope of work and the alternates selected by the Owner, if applicable.
- D. The County reserves the right to deem a contractor "Non-responsible" in accordance with Erie County Local Law No. 2-2021

## 7. INTERPRETATION OF DOCUMENTS

- A. If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the Drawings, Specifications or other Contract Documents, or finds discrepancies in or omissions from the Drawings or Specifications, he may submit to the Architect - Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by Addendum duly issued and a copy of the Addendum will be forwarded to each person receiving a set of the Contract Documents. Neither the Owner nor the Architect - Engineer will be responsible for any other explanations or interpretations of the Contract Documents.

## 8. ADDENDA

- A. Any Addenda issued during the time of bidding shall be covered in the proposal, and shall be made a part of the Contract Documents. Receipt of each Addendum shall be acknowledged in the proposal.
- B. A final addendum will be issued no later than End Of Business on Thursday, February 15th, 2024. Requests for interpretation or correction (RFI) shall be submitted to the Architect no later than 3:00pm on Tuesday, February 13th, 2024.

## 9. BID BOND

- A. Each proposal must be accompanied by a Bid Bond in form similar to American Institute of Architects Document No. A-310 in an amount not less than five percent (5%) of the base bid.
- B. Should the Bidder, if awarded the Contract, fail to execute the Agreement within five (5) days in accordance with the proposal and other Contract Documents the Bid Bond amount shall be forfeited to the Owner as liquidated damages caused by such failures.

## 10. PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND

- A. The bidder or bidders whose proposal is accepted shall furnish a Performance and Labor and Materials Payment Bond to the County of Erie in the penal amount of 100% of the contract price, if the contract is based upon a time and material price, or 100% of the estimated cost if the contract is based upon a unit price, such bond to be duly executed by the bidder as principal and by a duly incorporated company authorized to guarantee the performance of contracts and to do business in the State of New York, as surety. The Bond shall be on a form approved by the County Attorney, a copy of which is included herein.

## 11. QUALIFICATIONS OF BIDDERS

- A. The Bidder shall submit all documents as described in Section 5 above.
- B. All prospective bidders are hereby notified that they must be able to prove to the satisfaction of the Owner that they are a responsible bidder and have the skill and experience, as well as the necessary facilities, ample financial resources, organization and general reliability to do the work to be performed under the provisions of the contract in a satisfactory manner and within the time specified.

- C. At the request of the Owner, within forty-eight hours (48) after the opening of the proposals, the lowest three bidders, if requested, must submit, in duplicate, to the Owner a current financial statement certified to be true and correct by a certified public accountant or an officer or principal of the bidder.
- D. Each bidder must be prepared to show to the satisfaction of the Owner that he has sufficient liquid assets available for the project upon which he is bidding. The Owner does not regard credit, borrowed money, equity in real estate, life insurance, reserves representing pre-payment of taxes and life insurance, and other expenses, deposits held as security for other contracts, capital of proposed sub-contractors, capital stock of the contractor, and similar items, as liquid assets available for the work to be performed under the contract.
- E. A bidder must also be prepared to prove to the satisfaction of the Owner that he has successfully completed a contract of similar work in an amount of not less than 25 percent of the amount of the proposed contract.
- F. Each bidder must comply promptly with all requests by the Owner for information and must actively cooperate with the Owner in its efforts to determine whether the bidder is qualified.
- G. The award of the contract shall not be construed as a guarantee by the Owner that the plant, equipment and the general scheme of operations and other data submitted by the bidder with or after their proposal is either adequate or suitable for the satisfactory performance of the work.

## **12. ACKNOWLEDGEMENTS**

- A. All acknowledgements of Contractor and Owner, Principal and Surety shall be subject to the approval of the Erie County Attorney, State of New York.

## **13. EQUIVALENT MATERIAL OR EQUIPMENT**

- A. Whenever a specific material or equipment item is named in the plans or specifications, the Contractor shall furnish the material or equipment thus named, unless: (1) in the Bid, the contractor names another item which he proposes as the full equivalent of the named item, and in executing the Contract the Owner accepts such substitution; or (2) the Owner subsequently approves a substitution during the course of project construction by Change Order.

## **14. LIST OF PROPOSED SUBCONTRACTORS**

- A. The low bidder, or three low bidders if requested, shall submit a complete list of sub-contractors he proposes to use not later than 48 hours after receipt of bid proposals.
- B. Sub-contractor list shall be delivered to the Architect with a copy for the Owner.
- C. Execution of the Contract by the Owner without objection to any name on said list shall constitute an acceptance of the same. Should the Owner request that a different sub-contractor be proposed for any phase of the work, the bidder shall comply with such requests until a sub-contractor acceptable to the Owner is proposed. No sub-contractor approved by the Owner may be replaced unless replacement is approved by the Owner.

## **15. NON-COLLUSIVE BIDDING CERTIFICATE**

- A. Attention of all bidders is called to provisions of State Law requiring the bid itself to contain a certificate that there has been no collusion in the preparation or submittal of such bid. (See pertinent portion of Proposal Form.)

## 16. SALES TAX EXEMPTION

- A. The Owner is an exempt organization under the Tax Law and is exempt from payment of Sales and Compensating Use Taxes of the State of New York and cities and counties of the State on all materials sold to the Owner pursuant to the provisions of the Contract. These taxes are not to be included in bids.
  - 1. Section 115 (a) (15) of the Tax Law provides that tangible personal property sold to a Contractor for use in erecting a structure or building for an exempt organization is exempt from the Sales and Compensating Use Tax of the State of New York and of cities and counties of the State provided such tangible personal property is to become an integral component part of such structure, building, or real property.
  - 2. There is no exemption from the Sales or Use Tax on sales or charges to a Contractor or sub-contractor for the purchase or lease of supplies, machinery, equipment, tools, services, etc., used or consumed in the completion of the Contract. The Contractor and its sub-contractors shall be responsible for and pay any and all applicable taxes including Sales and Compensating Use Taxes on such items.

## 17. BIDDING DOCUMENTS

- A. Drawings, Specifications and other Bidding Documents must be downloaded from the Erie.gov website <http://www.erie.gov/dpw/>, 'Bids, RFPs, RFQs' then select 'Bid Documents', unless stated otherwise in the Notice to Bidders. Electronic pdf files of the Bid Documents will be available for each Prime Contract Bidder for purposes of preparing a bona fide Proposal.

## 18. EXISTING CONDITIONS

- A. It shall be the responsibility of each and every bidder to thoroughly investigate all existing conditions and he shall acquaint themselves with existing conditions, insofar as it may affect their work and/or bidding.
- B. The Bidder, before submitting a proposal, shall satisfy themselves fully as to the work called for on the Contract Documents, and to the working conditions and condition of the site, including the existence of other facilities and/or structures on, over or under the site which may interfere with, or make more difficult, the performance of the Contract.
- C. The signature of the Bidder upon the proposal form shall constitute a certification to the Owner that such Bidder is fully informed regarding all the conditions affecting the work to be done, that such information was secured by personal investigation and that such Bidder accepts full responsibility for their bid.
- D. If a Bidder should encounter any condition not provided for in the Contract Documents that will affect their bid or the performance of their contract obligations, should he be the successful bidder, he shall notify the Architect, in writing, at least five (5) days prior to opening of bids.



## 19. WAGE RATES

- A. It is hereby agreed by the parties to this contract that all laborers, workmen and mechanics employed on the work done in performance of said contract shall be paid not less than the rate of wages listed on the current prevailing rate schedule issued by the New York State Department of Labor for the trade or occupation of such laborer, workmen, or mechanics, and any supplements thereto.
- B. The wage rates and supplemental benefits to be paid such laborer, workmen or mechanics shall always be those prevailing at the time the work is being performed.
- C. A copy of the current "Prevailing Rate Schedule" is attached hereto for convenience. The wage rates and supplemental benefits listed thereon are subject to change and may be superseded by any schedule hereafter issued by the New York State Department of Labor. Any such revised schedules shall be attached hereto and become a part of this contract, but this will in no way alter the contract amount or any provisions of said contract.
- D. It is the responsibility of the Contractor to remain familiar with the currently applicable schedule.
- E. Should the Contractor employ laborers, workmen or mechanics engaged in any trade for which a wage rate is not stipulated in the attached schedule, or any supplements thereto, he shall obtain the appropriate wage rate from the New York State Department of Labor before employing the laborer, workman or mechanic.
- F. Section 220-a of the New York State Labor Law requires the Contractor and each of its sub-contractors to place on file with the Owner, certificates relating to the final payment of wages and supplements for Labors on this Project. Samples of the required certificates immediately follow this section and are designated as PICC-1 (Sub-contractor Certification) and PICC-2 (Prime Contractor Certification, pages 1 & 2). The Contractor and each of its sub-contractors acknowledge that no final payment can be made to the Contractor unless the necessary certifications, properly executed, accompany the final payment request.
- G. If a Contractor or sub-contractor has had one final determination by the New York State Department of Labor that it willfully failed to pay or provide the prevailing rate of wages or supplements to its employees, the contractor or sub-contractor will be ineligible to tender a bid.

## 20. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)

- A. It is the contractor responsibility to submit proof of OSHA 10 certification for all employees performing work on a job site associated with the Project. OSHA 10 certification can be submitted through the LCPtracker software system.

## 21. DRUG & ALCOHOL TESTING PROGRAM COMPLIANCE

- A. Due to the safety-sensitive nature of the work that Commercial Driver Licensed (CDL) employees may perform on this project, the low bidder, if requested, shall submit acknowledgment of Drug and Alcohol Testing Compliance Form DA-1 included herein within three (3) days after receipt of proposals.

**END OF SECTION (see attachment)**



**ATTACHEMENT**

1. Erie County Local Law 2-2021 – MWBE Goals
2. Erie County Local Law 3-2023 – SDVOB Goals

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

## Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County  City  Town  Village  
(Select one.)

of Erie

Local Law No. 2 of the year 2021

A local law updating and reforming Erie County's Requirements for

(Insert Title)

Lowest Responsible Bidding on County Construction Projects and

Repealing and Replacing Local Law 1-2009 in its entirety.

Be it enacted by the Erie County Legislature of the  
(Name of Legislative Body)

County  City  Town  Village  
(Select one.)

of Erie

as follows:

### Section 1. Legislative Intent.

The Erie County Legislature hereby finds, declares and determines that:

A. New York General Municipal Law Section 103 requires that all contracts entered into by the County of Erie for public work involving an expenditure of more than thirty-five thousand dollars (\$35,000) shall be awarded to the lowest responsible bidder.

B. Taxpayers have a strong interest in an effective screening process to ensure that appropriate contractors be awarded public works contracts. A thorough evaluation process ensures that the taxpayers get a proper return on their investment and that qualified contractors are awarded bids.

(If additional space is needed, attach pages the same size as this sheet, and number each.)

C. General Municipal Law § 103(15)(a) recognizes the need for this process and provides that municipalities, such as the County of Erie, may establish guidelines governing the qualifications of bidders seeking to bid or enter into such contracts.

D. By enacting this Local Law, the County of Erie seeks to establish such guidelines in order to assure the prudent and economical use of public moneys for the benefit of all the inhabitants of the County.

## **Section 2. Short Title.**

This Local Law shall be known as “the Erie County Lowest Responsible Bidder Law”.

## **Section 3. Applicability.**

This Local Law shall apply to County of Erie construction projects, defined herein, in excess of \$35,000 and advertised for bids on or after the effective date of this Local Law.

## **Section 4. Definitions.**

A. “The County of Erie” or “County” as used herein shall include the political subdivision known as the County of Erie as well as those County Departments responsible for letting public works contracts.

B. “Bidder” or “bidders” as used herein shall include individuals, companies, partnerships or other entities that respond to requests for bids issued by the County of Erie.

C. “Construction Projects” as used herein shall mean projects with a value in excess of \$35,000 where the County of Erie is a direct or indirect party to the contract which includes more than an incidental amount of construction type activity intended to benefit the public, including all work which is necessary, incidental or connected with the execution of the contract which is performed by construction workers. A public entity need not be party to the construction contract. A construction contract includes: projects that the County of Erie funds directly, projects that the County of Erie funds indirectly by providing funds to a separate entity to perform the construction type activity; privately financed construction projects specifically built with the intent of leasing them to any Department of the County of Erie government; and construction projects built under the County of Erie’s direction and later paid for with County of Erie funds.

D. “Commissioner” as used herein shall mean the Commissioner of the County of Erie Department that is requesting bids and/or his or her designee.

E. “Responsible” or “responsibility” as used herein means the financial ability, legal capacity, integrity, past performance of a business entity and compliance with applicable laws and regulations and as such terms have been interpreted relative to public procurements.

F. "Responsive" as used herein means a bidder meeting the minimum specifications or requirements as prescribed in the request for bids.

G. "Responsibility Questionnaire" shall mean the current the New York Vendor Responsibility Questionnaire For-Profit Construction (CCA-2), as maintained by the New York Office of the State Comptroller, and as may be amended from time to time, which requires all bidders to answer questions demonstrating their financial ability, legal capacity, integrity, past performance on municipal contracts and compliance with applicable laws and regulations. Such Questionnaire shall be affirmed by a principal of the bidder.

#### **Section 5. Requirements.**

A. By submitting bids in response to solicitations from the County of Erie, all bidders and sub-bidders (including sub-sub bidders) for construction projects funded by the County of Erie, acknowledge the terms and conditions of this Local Law and agree that they shall comply with the obligations of this Local Law.

B. In addition to the bid response, all bidders shall complete and submit a Responsibility Questionnaire as defined in Section 4 so that the County can evaluate the financial responsibility and organizational capacity of the bidder; the bidder's legal authority to do business in this County and State; the integrity of the owners, officers, principals, members and contract managers and the past performance of the bidder on prior municipal or public contracts. The completed Responsibility Questionnaire must be submitted with the bid.

C. Failure to submit the completed Responsibility Questionnaire with the bid documents shall render the bid non-responsive and the bid shall not be considered by the Commissioner.

#### **Section 6. Procedure.**

A. Bids for construction projects to which this Local Law applies shall be advertised in accordance with the requirements of the General Municipal Law and other applicable State and Local Laws. Such advertisement shall set forth the request for bids and shall set forth the deadline for submission and the time and place of the public opening of the bids.

B. The Commissioner, or his or her designee, shall distribute to all bidders a copy of this Local Law and the Responsibility Questionnaire referenced above. Distribution of the aforementioned documents shall be deemed effectuated when delivered in the same manner as the request for bids and any associated documents. The submission of a bid shall establish that the bidder received all necessary documents, including but not limited to, the Responsibility Questionnaire.

C. Only Bids accompanied by the Responsibility Questionnaire and all other necessary documentation will be considered by the Commissioner and or his or her designee.

D. All bids received shall be publicly opened and read at the time and place so specified in the advertisement for bids and the identity of all bidders shall be publicly disclosed at the time and place so specified. The apparent lowest bidder shall be announced at that time.

E. Commencing on the date of the bid opening and lasting for ten (10) calendar days thereafter, there shall be a public comment period during which members of the public may submit information relative to any such bidder to the Commissioner. The Commissioner shall acknowledge receipt of such information, and provide a written response prior to the final determination of bidder responsibility.

F. After review of the bid documents, the information collected pursuant to this and other Local Laws, New York State Law, applicable rules and regulations, consideration of the information provided in the Responsibility Questionnaire and of the financial ability, legal capacity, integrity, past performance of the bidder and compliance with applicable laws and regulations, the Commissioner shall determine if the apparent lowest bidder is responsible.

H. If the amount of the lowest responsible bidder appears disproportionately low when compared with estimates undertaken by or on behalf of the County of Erie, and/or compared to other bids submitted (10% or greater disparity), the County reserves the right to inquire further of the apparent lowest bidder to determine whether the bid contains mathematical errors, omissions and/or erroneous assumptions, and whether the apparent lowest bidder has the capability to perform and complete the contract for the bid amount.

I. If the apparent lowest bidder is deemed responsible by the Commissioner, such low bidder will be notified, as soon as is practicable.

J. At least five (5) business days prior to the award of the contract to the low bidder, the Commissioner shall post on the Erie County Website a listing of the three apparent lowest bidders for the work.

#### **Section 7. Non-Responsibility Determination.**

A. If, after review of the bid documents, the information collected pursuant to this and other Local Laws, New York State Law, applicable rules and regulations, consideration of the information provided in the Responsibility Questionnaire and of the financial ability, legal capacity, integrity, past performance of the bidder and compliance with applicable laws and regulations, the Commissioner makes a provisional determination that the apparent lowest bidder is deemed not to be responsible, the provisions of subdivisions C-E herein shall apply.

B. In the event the bidder is found to have falsified information on a submitted Responsibility Questionnaire or if the bidder fails to properly disclose information that would call into question the financial ability, legal capacity, integrity, or past performance of the business entity, the Commissioner shall make a provisional determination that the bidder is not responsible subject to the provisions of subdivisions C-E herein.



C. Not less than five (5) business days prior to any final determination that the apparent lowest bidder is not responsible, the County shall notify the affected bidder of the same, in writing, stating the reasons therefore and setting forth a time, date and place for the apparent lowest bidder to appear and be heard on the issue of non-responsibility. Mailing via first class mail to the address provided by bidder shall constitute sufficient service of the notice.

D. At the date, time and place set forth above, the bidder may appear in person, with or without counsel or via affidavit. After due consideration, the Commissioner shall make a determination with regard to responsibility. Such determination may be appealed pursuant to the CPLR.

E. If the apparent lowest bidder is deemed not to be responsible, then the next lowest bidder will be reviewed and so on until the lowest bidder is deemed responsible and selected as the lowest responsible bidder. The Commissioner reserves the right to award the contract to the bidder determined to be the lowest responsible bidder or to reject all bids and rebid the contract in accordance with the General Municipal Law.

#### **Section 8. Ongoing Responsibility.**

A. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

B. Any resident of Erie County who has reason to believe that an awarded contractor is not responsible, may submit to the Commissioner evidence as to why the contractor or subcontractor is not responsible. The Commissioner shall acknowledge receipt of such evidence, and provide a written response within fifteen (15) calendar days.

C. The Commissioner may, upon receipt of such information, conduct a further investigation into whether or not the contractor is responsible and prior to making any determination of non-responsibility shall proceed in accordance with the process set forth in Section 7 above.

#### **Section 9. Sanctions.**

A. Any contractor or subcontractor, its alter ego or control group, or principal officer who has, after the opportunity to be heard as set forth above, been determined by the Commissioner to be non-responsible, shall be barred from bidding on contracts for the County of Erie for a period of six months for the first violation. In the event the bidder subsequently fails to comply with the provisions of this Local Law on future bids, it may be subject to additional penalties, including prohibition against work on County contracts for three years for the second violation, and permanently for the third violation.

**Section 10. Emergency.**

A. Notwithstanding the provisions of this Local Law, in the case of a public emergency arising out of an accident or any other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of the inhabitants of the County of Erie, which requires immediate action which cannot await competitive bidding or competitive offering, contracts for public work may be let by the appropriate officer, board or agency of the County of Erie without competitive bidding and as it otherwise deems appropriate.

**Section 11. Severability.**

If any clause, sentence, paragraph, subdivision, section or part of this Local Law or the application thereof, to any person, individual, corporation, firm, partnership, entity or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional such order of judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this Local Law or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such judgment or order shall be rendered.

**Section 12. Effective Date.**

This Local Law shall take effect 30 days after the filing with the Secretary of State, in accordance with Section 27 of the New York State Municipal Home Rule Law.

**Sponsors:**

Timothy Meyers  
April N.M. Baskin  
Howard Johnson

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

**1. (Final adoption by local legislative body only.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_, in accordance with the applicable provisions of law.  
(Name of Legislative Body)

**2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer\*.)**

I hereby certify that the local law annexed hereto, designated as local law No. 2 of 20<sup>21</sup> of the (County) \_\_\_\_\_ of Erie was duly passed by the Erie County Legislature on February 4 2021, and was (approved)(not approved) (repassed after disapproval) by the Eric County Executive (Elective Chief Executive Officer\*) and was deemed duly adopted on March 1 20<sup>21</sup>, in accordance with the applicable provisions of law.

**3. (Final adoption by referendum.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_, and was (approved)(not approved) (repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_.  
(Name of Legislative Body) (Elective Chief Executive Officer\*)

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on \_\_\_\_\_ 20\_\_\_\_, in accordance with the applicable provisions of law.

**4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_, and was (approved)(not approved) (repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of \_\_\_\_\_ 20\_\_\_\_, in accordance with the applicable provisions of law.

\* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

**5. (City local law concerning Charter revision proposed by petition.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the City of \_\_\_\_\_ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on \_\_\_\_\_ 20\_\_\_\_, became operative.

**6. (County local law concerning adoption of Charter.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the County of \_\_\_\_\_ State of New York, having been submitted to the electors at the General Election of November \_\_\_\_\_ 20\_\_\_\_, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

**(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)**

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 2 above.

\_\_\_\_\_  
Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

Date: March 2, 2021

(Seal)

A Public Hearing was held on the foregoing **Local Law Intro. No. 7-1-2020** on **February 23, 2021** due notice thereof having been published in the official newspapers of the County of Erie designated for this purpose, and after due deliberation thereon, I, MARK C. POLONCARZ, County Executive of Erie County, do hereby APPROVE and SIGN said Local Law this 1 day of March, 2021.



Mark C. Poloncarz

A Public Hearing was held on the foregoing **Local Law Intro. No. 7-1-2020** on **February 23, 2021** due notice thereof having been published in the official newspapers of the County of Erie designated for this purpose, and after due deliberation thereon, I, MARK C. POLONCARZ, County Executive of Erie County, do hereby DISAPPROVE and VETO said Local Law this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mark C. Poloncarz

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

# Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County    City    Town    Village  
(Select one.)

of Erie

Local Law No. 3 of the year 2023

A local law in relation to ensuring that service-disabled veterans have greater participation in Erie County contracts.  
(Insert Title)

Be it enacted by the Erie County Legislature of the  
(Name of Legislative Body)

County    City    Town    Village  
(Select one.)

of Erie as follows:

## SECTION 1. LEGISLATIVE INTENT

Erie County is home to many men and women who have faithfully served their country as members of military and national guard, some of whom became disabled during their service. It is the intent of the Erie County Legislature to honor this service and sacrifice for our nation by promoting and encouraging the continued economic development of service-disabled veteran-owned businesses by ensuring greater participation in County contracts.

(If additional space is needed, attach pages the same size as this sheet, and number each.)

## SECTION 2. DEFINITIONS

The following terms shall have the meanings indicated:

1. "State-Certified Business" shall mean a business that is a certified service-disabled veteran-owned business under the New York State Service-Disabled Veteran-Owned Business Act.
2. "Departments and Offices" shall mean
  - a) Any County department; or
  - b) Any division, office or bureau of any County department, or Erie County Community College; or
  - c) A board, a majority of whose members are appointed by the County Executive or who serve by virtue of being County officers or employees.

## SECTION 3. OUTREACH

The Erie County Office of Equal Employment Opportunity (the "EEO") shall be responsible for outreach to State Certified Businesses in order to encourage participation in public contract bidding opportunities.

The EEO shall maintain a data base of all State-Certified Businesses.

## SECTION 4. PARTICIPATION

All Departments and Offices of Erie County shall make good faith efforts to ensure State-Certified Businesses have greater participation in County contracts by aiming for at least a six percent participation rate of State-Certified Businesses on County contracts.

## SECTION 5. RECORDS

All Departments and Offices of Erie County shall maintain documents reflecting the good faith efforts made by their Department.

## SECTION 6. SEVERABILITY

If any clause, sentence, paragraph, subdivision, section or part of the Local Law or the application thereof, to any person, individual, corporation, firm, partnership, entity or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional such order of judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this Local Law or in its application to the



person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such judgment or order shall be rendered.

#### SECTION 4. EFFECTIVE DATE

This Local Law shall take effect upon filing with the New York Secretary of State.

**Sponsors:**

John Gilmour

**(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)**

**1. (Final adoption by local legislative body only.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_, in accordance with the applicable provisions of law.  
*(Name of Legislative Body)*

**2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer\*.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20 23 of the (County)(~~City~~)(~~Town~~)(~~Village~~) of Erie was duly passed by the Erie County Legislature on June 8 2023, and was (approved)(~~not approved~~) ~~(repassed after disapproval)~~ by the Erie County Executive and was deemed duly adopted on June 26 2023, in accordance with the applicable provisions of law.  
*(Elective Chief Executive Officer\*)*

**3. (Final adoption by referendum.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_, and was (approved)(not approved) ~~(repassed after disapproval)~~ by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_.  
*(Elective Chief Executive Officer\*)*

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on \_\_\_\_\_ 20\_\_\_\_, in accordance with the applicable provisions of law.

**4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_, and was (approved)(not approved) ~~(repassed after disapproval)~~ by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of \_\_\_\_\_ 20\_\_\_\_, in accordance with the applicable provisions of law.

\* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

**5. (City local law concerning Charter revision proposed by petition.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the City of \_\_\_\_\_ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on \_\_\_\_\_ 20\_\_\_\_, became operative.

**6. (County local law concerning adoption of Charter.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the County of \_\_\_\_\_ State of New York, having been submitted to the electors at the General Election of November \_\_\_\_\_ 20\_\_\_\_, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

**(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)**

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph  2  above.

\_\_\_\_\_  
Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

(Seal)

Date: \_\_\_\_\_

A Public Hearing was held on the foregoing **Local Law Intro. No. 5-1-2023** on May 31, **2023** due notice thereof having been published in the official newspapers of the County of Erie designated for this purpose, and after due deliberation thereon, I, MARK C. POLONCARZ, County Executive of Erie County, do hereby APPROVE and SIGN said Local Law this 26 day of **June, 2023**.

  
Mark C. Poloncarz

A Public Hearing was held on the foregoing **Local Law Intro. No. 5-1-2023** on \_\_\_\_\_, **2023** due notice thereof having been published in the official newspapers of the County of Erie designated for this purpose, and after due deliberation thereon, I, MARK C. POLONCARZ, County Executive of Erie County, do hereby DISAPPROVE and VETO said Local Law this \_\_\_\_\_ day of **June, 2023**.

\_\_\_\_\_  
Mark C. Poloncarz

# PREVAILING WAGE SCHEDULE

**THIS PAGE IS INTENTIONALLY LEFT BLANK**



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Erie County DPW  
Philip Brown, Electrical Designer - BE  
4245 Union Road  
Suite 204  
Buffalo NY 14225

Schedule Year 2023 through 2024  
Date Requested 11/30/2023  
PRC# 2023013981

Location Erie County Corr. Facility  
Project ID# 2023-860-01  
Project Type Replacement of UPS Systems and Equipment for back-up power of IT and Security equipment.

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

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

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

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

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

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

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





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

## Introduction

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

## Responsibilities of the Department of Jurisdiction

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

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

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

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

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

## Hours

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

## Wages and Supplements

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

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

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

## Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

### **Withholding of Payments**

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

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

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

### **Summary of Notice Posting Requirements**

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

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

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

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

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

## **Apprentices**

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers 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

Erie County DPW  
Philip Brown, Electrical Designer - BE  
4245 Union Road  
Suite 204  
Buffalo NY 14225

Schedule Year 2023 through 2024  
Date Requested 11/30/2023  
PRC# 2023013981

Location Erie County Corr. Facility  
Project ID# 2023-860-01  
Project Type Replacement of UPS Systems and Equipment for back-up power of IT and Security equipment.

### Notice of Contract Award

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

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

### Contractor Information

All information must be supplied

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

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



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

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

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

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

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

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

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

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

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

(12.20)

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

**Budget Policy & Reporting Manual**

**B-610**

**Public Work Enforcement Fund**

*effective date December 7, 2005*

---

**1. Purpose and Scope:**

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

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

**2. Background and Statutory References:**

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

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

**3. Procedures and Agency Responsibilities:**

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

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



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

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

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

Reports should contain the following information:

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

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

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

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



Required Notice under Article 25-B of the Labor Law

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

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

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

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

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

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

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

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

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

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

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

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

**Employer Name:**

IA 999 (09/16)





# Attention Employees

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

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

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

Chapter 629 of the Labor Laws of 2007:

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



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

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

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

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

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



## Requirements for OSHA 10 Compliance

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

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

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

Proof of completion may include but is not limited to:

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

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

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

## WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### Payrolls and Payroll Records

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

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

#### Paid Holidays

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

#### Overtime

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

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

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

#### Supplemental Benefits

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

#### Effective Dates

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

#### Apprentice Training Ratios

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

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

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



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

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

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

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

**Erie County General Construction**

**Boilermaker**

**11/01/2023**

**JOB DESCRIPTION** Boilermaker

**DISTRICT** 12

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2023

Boilermaker \$ 36.10

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 32.30\*

\*NOTE: \$31.06 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 \$ 32.30\*\*

\*\*NOTE: \$31.06 of this amount is for every Hour "Paid"

12-7

**Carpenter - Building**

**11/01/2023**

**JOB DESCRIPTION** Carpenter - Building

**DISTRICT** 12

**ENTIRE COUNTIES**

Erie

**PARTIAL COUNTIES**

Cattaraugus: Townships of Persia and Perrysburg

**WAGES**

Per hour: 07/01/2023

Building:

Carpenter \$ 33.53  
FloorLayer 33.53  
Certified Welder 34.53  
Hazardous Waste Worker 35.03  
Diver-Dry Day 34.53  
Diver Tender 34.53  
Diver-Wet Day\*\*\* 61.25

Hazardous Waste Worker: Hazardous sites requiring personal protective equipment.

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

Depth pay for divers:	0' to 80'	no additional fee
	81' to 100'	additional \$0.50 per foot
	101' to 150'	additional \$0.75 per foot
	151' and deeper	additional \$1.25 per foot
Penetration pay:	0' to 50'	no additional fee
	51' to 100'	additional \$0.75 per foot
	101' and deeper	additional \$1.00 per foot

**SHIFT WORK**

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

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

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Carpenter(s)	\$ 29.60
Diver(s)	29.60

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

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

Floorlayer Apprentices:

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

Carpenter Apprentices:

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

Supplemental Benefits per hour worked:

1st	2nd	3rd	4th
\$12.75	\$12.75	\$15.35	\$15.35

12-276B-Cat

**Carpenter - Building / Heavy&Highway**

**11/01/2023**

**JOB DESCRIPTION** Carpenter - Building / Heavy&Highway

**DISTRICT 2**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

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

\*To be allocated at a later date

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 26.30

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (5) on HOLIDAY PAGE

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

Notes:

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

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

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits per hour:

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

2-42AtSS

**Carpenter - Heavy&Highway**

**11/01/2023**

**JOB DESCRIPTION** Carpenter - Heavy&Highway

**DISTRICT** 12

**ENTIRE COUNTIES**

Erie

**WAGES**

Per hour: 07/01/2023

Carpenter	\$ 38.69
Certified Welder	41.19
Diver-Dry Day	39.69
Diver-Wet Day**	63.69
Diver Tender	39.69
Hazardous Material Worker	40.19
Piledriver	38.69
Effluent & Slurry Diver-Dry Day	59.54
Effluent & Slurry Diver-Wet Day	95.54

Hazardous Waste Worker: Hazardous sites requiring personal protective equipment.

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

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

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Carpenter(s)	\$ 32.09
Diver(s)	32.09

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

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

Carpenter Apprentice:

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

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	5th
\$ 18.53	\$ 19.09	\$ 21.19	\$ 21.74	\$ 22.29

12-276HH-Erie

**Electrician**

**11/01/2023**

**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: 07/01/2023

Electrician*	\$ 39.99
--------------	----------

\* Includes teledata 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

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.

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 31.55\*

\* NOTE - add 3% 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  
\$ 14.80 \$ 16.00 \$ 18.00 \$ 22.00 \$ 28.00 \$ 32.00

Supplemental benefits per hour:

0 to 2000 to 6500 to 8200  
\$ 14.31\* \$ 25.30\* \$ 31.55\*

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

3-41

**Elevator Constructor**

**11/01/2023**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 3**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2023  
Elevator Constructor \$ 57.37  
Helper 40.16

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

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

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 37.34

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

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

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

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

Supplemental benefits per hour:

\$ 37.34

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

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

**Glazier**

**11/01/2023**

**JOB DESCRIPTION** Glazier

**DISTRICT 3**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2023

Glazier \$ 30.48

Working off Suspended

Scaffold (Swing Stage) 32.48

Maintenance 19.80\*

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeymen Glazier \$ 26.59

Maintenance 16.76

**OVERTIME PAY**

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

**HOLIDAY**

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

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

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

**REGISTERED APPRENTICES**

Wages per hour:

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

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

Supplemental benefits per hour:

1st & 2nd terms \$ 8.60

3rd & 4th terms 11.10

5th & 6th terms 12.60

7th & 8th terms 14.10

3-660

**Insulator - Heat & Frost**

**11/01/2023**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 3**

**ENTIRE COUNTIES**

Allegany, Cattaraugus, Chautauqua, Erie, Niagara, Wyoming

**PARTIAL COUNTIES**

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

**WAGES**

Per Hour: 07/01/2023

Heat & Frost Insulator \$ 36.10

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 27.99

**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	\$ 8.46
2nd	12.04
3rd	27.99
4th	27.99

3-4

**Ironworker**

**11/01/2023**

**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: 07/01/2023

Structural	\$ 33.40
Ornamental	33.40
Layout	33.40
Rodmen	33.40
Reinforcing	33.40
Welders	33.40
Riggers & Mach. Movers	33.40
Curtain Wall Erector	33.40
Window Erector	31.05
Fence Erector	31.97

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	\$ 30.63
All others	32.13

**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
\$ 19.50	\$ 21.50	\$ 23.50	\$ 25.50

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 14.53	\$ 24.44	\$ 25.85	\$ 27.27

3-6

---

**Ironworker**

**11/01/2023**

**JOB DESCRIPTION** Ironworker

**DISTRICT** 3

**ENTIRE COUNTIES**

Niagara

**PARTIAL COUNTIES**

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

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

**WAGES**

Per hour: 07/01/2023

Structural	\$ 33.00
Ornamental	33.00
Reinforcing	33.00
Rigger & Mach. Mover	33.00
Pre-Engineered	33.00
Fence Erector	33.00
Pre-Cast Erector	33.00
Welder	33.00
Window Erector	33.00

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

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 32.80

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

One year terms at the following wage:

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

Supplemental benefits per hour:

1st term	\$ 12.78
2nd term	20.66
3rd term	21.78
4th term	22.91

3-9

---

**Laborer - Building**

**11/01/2023**

**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: Wearing of replaceable cartridge respirator.

CLASS F: Asbestos Removal, Deleader.

CLASS G: Hazardous Waste Worker.

Per hour: 07/01/2023

Building Laborer:

CLASS A	\$ 30.43
CLASS B	30.60
CLASS C	30.71
CLASS D	31.18
CLASS E	31.43
CLASS F	31.93
CLASS G	32.43

**SUPPLEMENTAL BENEFITS**

Per hour:

\$ 28.40

**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:

\$ 28.40

3-210b

---

**Laborer - Heavy&Highway**

**11/01/2023**

**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:	07/01/2023
Heavy/Highway Laborer:	
GROUP A	\$ 34.66
GROUP B	34.86
GROUP C	35.06
GROUP D	35.26

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 use of replaceable cartridge respirator add \$1.00 to Group A rate.

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.

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:	07/01/2023
Sewer/Water Laborer:	
GROUP A	\$ 34.66
GROUP B	34.76
GROUP C	34.81
GROUP D	34.91
GROUP E	35.26
GROUP F	35.66

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

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

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:

\$ 28.90

#### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

#### **HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

#### **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:

\$ 28.90

3-210h

**Laborer - Tunnel**

**11/01/2023**

**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: 07/01/2023

Tunnel Laborer:

CLASS A	\$ 36.16
CLASS B	36.31
CLASS C	36.41
CLASS D	36.91
CLASS E	37.01
CLASS F	37.41
CLASS G	37.66

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

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

For use of replaceable cartridge respirator add \$1.00 to Group A rate.

An additional \$4.00 per hour is required when a single irregular work shift starting any time from 5:00PM to 1:00AM is mandated either in the job specification or by the contracting agency.

**SUPPLEMENTAL BENEFITS**

Per hour:

\$ 28.90

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**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:

\$ 28.90

3-210t

**Lineman Electrician**

**11/01/2023**

**JOB DESCRIPTION** Lineman Electrician

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

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

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

**OVERTIME PAY**

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

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

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

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

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

SUPPLEMENTAL BENEFITS per hour:

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

wage paid                      wage paid

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

6-1249a

**Lineman Electrician - Teledata** **11/01/2023**

**JOB DESCRIPTION** Lineman Electrician - Teledata **DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:

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

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

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

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

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

**SUPPLEMENTAL BENEFITS**

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

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

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

**HOLIDAY**

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

6-1249LT - Teledata

**Lineman Electrician - Traffic Signal, Lighting** **11/01/2023**

**JOB DESCRIPTION** Lineman Electrician - Traffic Signal, Lighting **DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

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

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

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

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

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

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

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

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

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

**SUPPLEMENTAL BENEFITS**

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

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

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

**OVERTIME PAY**

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

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

**HOLIDAY**

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

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

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



**REGISTERED APPRENTICES**

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

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

SUPPLEMENTAL BENEFITS per hour:

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

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

6-1249a-LT

**Lineman Electrician - Tree Trimmer**

**11/01/2023**

**JOB DESCRIPTION** Lineman Electrician - Tree Trimmer

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

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

Per hour:	07/01/2023	12/31/2023
Tree Trimmer	\$ 29.80	\$ 31.44
Equipment Operator	26.35	27.80
Equipment Mechanic	26.35	27.80
Truck Driver	21.95	23.15
Groundman	18.07	19.07
Flag person	14.20	14.20*

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

**SUPPLEMENTAL BENEFITS**

Per hour:

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

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

**OVERTIME PAY**

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

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

**HOLIDAY**

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

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

6-1249TT

**Mason - Building**

**11/01/2023**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 3**

**ENTIRE COUNTIES**

Erie, Niagara

**PARTIAL COUNTIES**

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

**WAGES**

Per hour:	07/01/2023	04/01/2024
		Additional
Plasterer	\$ 31.40	\$ 1.50

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

**SUPPLEMENTAL BENEFITS**

Per hour:	\$ 23.74
-----------	----------

**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:  
07/01/2023

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	\$ 3.50
2000-4000	\$ 4.50
4000-8000	\$ 5.50

3-9-Pltr

---

**Mason - Building**

**11/01/2023**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 5**

**ENTIRE COUNTIES**

Erie, Niagara

**PARTIAL COUNTIES**

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

**WAGES**

Per Hour:	07/01/2023
Building:	
Bricklayer	\$ 36.82
Stone Mason	36.82
Tuck Pointer	36.82

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 31.76
------------	----------

**OVERTIME PAY**

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

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

1250 hour terms at the following wage:

1st	2nd	3rd	4th
\$ 28.40	\$ 29.07	\$ 31.11	\$ 34.03

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 12.65	\$ 18.86	\$ 23.70	\$ 27.67

5-3B-Z3

**Mason - Building / Heavy&Highway**

**11/01/2023**

**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: 07/01/2023

Cement Mason \$ 32.55

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
\$ 19.53	\$ 21.16	\$ 22.79	\$ 24.41	\$ 26.04	\$ 27.67

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th
\$ 8.86	\$ 11.86	\$ 11.80	\$ 15.05	\$ 17.21	\$ 20.54

3-111Erie

**Mason - Heavy&Highway**

**11/01/2023**

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT 5**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

Erie: Only the Bricklayer classification applies.

Niagara: Only the Bricklayer classification applies.

**WAGES**

Per hour: 07/01/2023

Heavy & Highway:  
Cement Mason \$ 36.88  
Bricklayer 36.88

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 23.53

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

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

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

Supplemental benefits per hour:

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

5-3h

**Mason - Tile Finisher**

**11/01/2023**

**JOB DESCRIPTION** Mason - Tile Finisher

**DISTRICT 5**

**ENTIRE COUNTIES**

Erie, Niagara, Orleans

**PARTIAL COUNTIES**

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

**WAGES**

Per hour: 07/01/2023

Building:

Marble, Slate, Terrazzo \$ 33.71  
and Tile Finisher

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

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

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 16.97

**OVERTIME PAY**

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

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

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

1st	2nd	3rd
\$ 21.37	\$ 24.34	\$ 27.62

Supplemental benefits per hour:

1st	2nd	3rd
\$ 8.94	\$ 11.06	\$ 12.87

5-3TF - Z3

---

**Mason - Tile Setter** **11/01/2023**

---

**JOB DESCRIPTION** Mason - Tile Setter

**DISTRICT 5**

**ENTIRE COUNTIES**

Erie, Niagara, Orleans

**PARTIAL COUNTIES**

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

**WAGES**

Per hour: 07/01/2023

Building:

Marble, Slate, Terrazzo and Tile Setter \$ 36.85

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

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

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 31.23

**OVERTIME PAY**

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

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

1250 hour terms at the following wage:

1st	2nd	3rd	4th
\$ 28.28	\$ 28.90	\$ 30.72	\$ 34.34

Supplemental benefits per hour:

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

5-3TS - Z3

---

**Millwright** **11/01/2023**

---

**JOB DESCRIPTION** Millwright

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

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

Per hour:	07/01/2023	07/01/2024	07/01/2025
		Additional	Additional

Millwright - Power Generation	\$ 43.05	\$ 2.50	\$2.50
-------------------------------	----------	---------	--------

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

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

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Journeyman	\$ 27.40*
------------	-----------

\*NOTE: Subject to OT premium

**OVERTIME PAY**

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

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

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

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

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

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

SUPPLEMENTAL BENEFITS per hour:

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

6-1163Power

---

**Millwright** **11/01/2023**

**JOB DESCRIPTION** Millwright

**DISTRICT** 12

**ENTIRE COUNTIES**

Erie, Genesee, Niagara

**WAGES**

Per hour: 07/01/2023

Building	\$ 38.29
Heavy & Highway*	41.29

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

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

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwright's rate provided he/she is directed to perform certified welding.
- If a building work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour.

- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Building & Heavy Millwright's rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour Paid:

All Classifications \$ 31.23

**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
\$12.54	\$ 25.63	\$ 27.49	\$ 29.37

12-1163-Gen/Nia/Orl/Wyo

**Operating Engineer - Building**

**11/01/2023**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT** 12

**ENTIRE COUNTIES**

Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

**PARTIAL COUNTIES**

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

**WAGES**

CLASS A: Air Hoist, All Boom Type Equipment, All Pans and Carry-Alls, Archer Hoist, Asphalt Curb and Gutter Machines, Asphalt Roller, Asphalt Spreader or Paver, Automatic Fine Grade Machine (CMI or similar, first and second operator), Backhoe and Pullhoe, Backhoe and Pullhoe (tractor mounted, rubber tired), Back Filling Machine, Belt Placer (CMI or similar type), Bending Machine (Pipe), Bituminous Spreader and Mixer, Blacktop Plants (Automated and Non-automated), Blast or Rotary Drill (Truck or Track Mounted), Blower for Burning Brush, Boiler (when used for power), Boom Truck (excluding pick-up and delivery), Boring Machine, Bulldozer, Cableway, Cage Hoist, Caisson Auger, Central Mix Plant (and all concrete batching plants), Cherry Picker, Concrete Cleaning Decontamination Machine Operator, Concrete Curb and Gutter Machine, Concrete Curing Machine, Concrete Cutters (Vermeer or Similar Type), Concrete Mixer (over 1/2 cu yd.), Concrete Pavement Spreaders and Finishers, Concrete Paver, Concrete Pump, Conveyor, Core Drill, Crane, Crusher, Decon of Equipment, Derrick, Dragline, Dredge, Drill Rig (Tractor Mounted), Dual Drum Paver, Electric Pump used in conjunction with Well Point Systems, Elevating Grader (self propelled or towed), Elevator, Excavator (all purpose, hydraulically operated), Farm Tractor with Accessories, Fine Grade Machine, Forklift, Front End Loader, Generator (10 outlets or more), Gradall, Grader, Grout or Guniting Machine, Head Tower, Heavy Equipment Robotics Operator/Mechanic, Helicopter (when used for hoisting), Hoist (one drum), Hoisting Engine, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator, Hydraulic 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, Revinius 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:	07/01/2023
Class A	\$ 41.83
Class B	37.17
Crane(Up to 60 Tons)	44.58
" (61 to 199 Tons)	45.58
" (200 to 399 Tons)	46.08
" (400 Tons or more)	46.58

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyman \$ 33.25\*\*

\*\*Note: For Overtime Hours \$25.00 of this amount is paid a straight time, the remaining balance of \$8.25 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
\$ 31.23	\$ 32.15	\$ 33.07	\$ 33.99

Supplemental benefits Per Hour:

All Apprentices \$ 32.35\*\*

\*\*Note: For Overtime Hours \$25.00 of this amount to be paid a straight time rate remaining balance of \$7.35 is paid at same premium as the wage.

12-17b

**Operating Engineer - Heavy&Highway**

**11/01/2023**

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

**DISTRICT** 12

**ENTIRE COUNTIES**

Chautauqua, Erie, Niagara, Orleans

**WAGES**

Marine Construction/Dredging

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

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

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

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



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

Per hour: 07/01/2023

Class 1	\$ 50.00
Class 2(A)	48.50
Class 2(B)	51.50
Class 3	44.00
Class 4	39.50

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 \$ 34.26

**OVERTIME PAY**

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

\* If the Holiday is Worked

**HOLIDAY**

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

12-17 Marine

**Operating Engineer - Heavy&Highway**

**11/01/2023**

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

**DISTRICT** 12

**ENTIRE COUNTIES**

Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

**PARTIAL COUNTIES**

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

**WAGES**

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

CLASS B: Aggregate Bin, Aggregate Plant, Apprentice Engineer, Apprentice Engineer Driver, Articulated Off Road Material Hauler, CMI and similar type Concrete Spreads (Apprentice Engineer), Cement Bin, Chipping Machine and Chip Spreader, Compressors (4 or less), Compressors: any size, but subject to other provisions for Compressors, Dust Collectors, Generators, Mechanical Heaters, Pumps, Welding Machines (four of any type or combination), Concrete Mixer (1/2 cu. yd. and under), Fireman, Form Tamper, Fuel Truck, Heating Boiler (used for temporary heat), Helper on Lubrication Unit or Truck, Jeep Trencher, Power 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:	07/01/2023
Class A	\$ 42.64
Class B	38.14
Crane 5 to 60 tons	45.64
" 61 to 199 tons	46.14
" 200 to 399 tons	46.64
" 400 and over	47.14

Additional \$2.50/hr. for Hazardous Work Site  
Additional \$1.00/hr. for Tunnel Work  
Additional \$4.00/hr. for Agency Mandated Off-Shift Work

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 34.86\*

\*Note: For Overtime Hours \$26.41 of the amount paid at straight time, the remaining balance of 8.45 is paid at the same premium as the wage.

**OVERTIME PAY**

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

**HOLIDAY**

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

\*Saturday Holidays will be recognized on the Friday before

\*\*Sunday Holidays will be recognized on the Monday after

**REGISTERED APPRENTICES**

Wages per hour:

Apprentices at 1 year terms

1st	2nd	3rd	4th
\$35.14	\$36.14	\$37.14	\$38.14

Supplemental Benefits

All Apprentices \$ 34.46\*

\*Note: For Overtime Hours \$26.41 of the amount paid at straight time, the remaining balance of \$8.05 is paid at same premium as the wage.

12-17 hh/sw/t

---

**Operating Engineer - Survey Crew**

**11/01/2023**

**JOB DESCRIPTION** Operating Engineer - Survey Crew

**DISTRICT** 12

**ENTIRE COUNTIES**

Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

**PARTIAL COUNTIES**

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

**WAGES**

These rates apply to Building, Heavy and Highway Construction.

Per hour:

**SURVEY CLASSIFICATIONS:**

Party Chief - One who directs a survey party.

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

07/01/2023

Party Chief	\$ 47.72
Instrument Person	45.03
Rod Person	31.37

Additional \$3.00 per hr. for work in a Tunnel.  
Additional \$2.50 per hr. for EPA or DEC certified toxic or hazardous waste work.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 29.95
------------	----------

**OVERTIME PAY**

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

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

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES:1000 hour terms based on the Percentage of Rod Person wage:

07/01/2023

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

SUPPLEMENTAL BENEFITS per hour worked:

0-1000 Hrs	\$ 17.97 / PHP \$14.55
1001-2000 Hrs	20.97 / 16.98
2001-3000 Hrs	23.96 / 19.40

NOTE: PHP is premium hours paid when worked.

12-17D Sur

---

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

**11/01/2023**

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

**DISTRICT** 12

**ENTIRE COUNTIES**

Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

**PARTIAL COUNTIES**

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

**WAGES**

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

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

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

07/01/2023

Party Chief	\$ 47.22
Instrument Person	45.03
Rod Person	31.37

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 29.95

**OVERTIME PAY**

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

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

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2023

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

SUPPLEMENTAL BENEFITS per hour worked:

0-1000	\$ 18.72 / PHP \$14.55
1001-2000	21.50 / " 16.98
2001-3000	24.27 / " 19.40

NOTE: PHP is premium hours paid.

12-17D Con Eng

**Painter**

**11/01/2023**

**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: 07/01/2023

Basic Rate (Brush & Roll)	\$ 30.37
Spray painting, wallcovering	30.37
Abrasive and hydroblasting	30.37
Taping/DryWall Finisher	31.61
Skeleton Steel*	31.12

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

	\$ 27.28
Taping/Drywall Finisher	\$ 26.94

**OVERTIME PAY**

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

All other work See ( B, F\*, R ) on OVERTIME PAGE.

\* Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

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

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

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

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

Supplemental benefits per hour:

Painter/Decorator and Taper/Drywall Finisher:

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

3-4-Buf, Nia, Olean

**Painter**

**11/01/2023**

**JOB DESCRIPTION** Painter

**DISTRICT 3**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2023

Bridge	\$ 42.06
Tunnel	42.06
Tank*	40.06

For Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

Note an additional \$1.50 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 30.89

**OVERTIME PAY**

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

All other work See ( B, F\*, R ) on OVERTIME PAGE.

\*Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th
\$ 24.00	\$ 26.00	\$ 28.00	\$ 30.00	\$ 34.00	\$ 38.00

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th
\$ 6.60	\$ 6.95	\$ 7.30	\$ 7.65	\$ 8.00	\$ 8.35

3-4-Bridge, Tunnel, Tank

**Painter - Metal Polisher**

**11/01/2023**

**JOB DESCRIPTION** Painter - Metal Polisher

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

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

\*Note: Applies on New Construction & complete renovation

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

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2023

Journeyworker:  
All classification \$ 12.34

**OVERTIME PAY**

See (B, E, P, T) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE  
Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

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

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

\*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:	
1st year	\$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

**Plumber**

**11/01/2023**

**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: 07/01/2023

Plumber \$ 40.10  
Steamfitter \$ 40.10

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

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 28.64

Note - \$4.88 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:

\$ 23.77

Note - \$4.88 of this amount must be paid at the same premium as the wage.

3-22-P

---

**Roofer**

**11/01/2023**

**JOB DESCRIPTION** Roofer

**DISTRICT 3**

**ENTIRE COUNTIES**

Erie, Genesee, Niagara, Orleans, Wyoming

**WAGES**

Per hour: 07/01/2023

Asbestos Removal	\$ 35.96
Slate, Tile	33.11
Precast tile / slabs	33.11
Crete / gypsum planks	33.11
Damp and waterproofer	32.96
Composition, sprayers,	32.96
Asphalt mastic,	32.96
Steep roofers	32.96

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 26.01

**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
\$ 10.86	\$ 15.04	\$ 15.29	\$ 23.12	\$ 23.84	\$ 24.56	\$ 25.29

3-74

---

**Sheetmetal Worker** **11/01/2023**

---

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT** 3

**ENTIRE COUNTIES**

Erie, Genesee, Niagara, Orleans, Wyoming

**WAGES**

Per hour: 07/01/2023

Sheet Metal Worker \$ 38.50

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

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

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

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

Shift Premium per hour:

Second Shift \$ 3.25

Third Shift \$ 5.00

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 28.35\*

\* Note - \$18.17 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	\$ 20.18
2nd term	24.67
3rd term	27.28
4th term	28.88
5th term	32.09

Supplemental benefits per hour:

1st term	\$ 17.38	Note - \$8.20 of this amount must be paid at the same premium as the wage.
2nd term	21.24	Note - \$12.06 of this amount must be paid at the same premium as the wage.
3rd term	26.10	Note - \$15.92 of this amount must be paid at the same premium as the wage.
4th term	26.42	Note - \$16.24 of this amount must be paid at the same premium as the wage.
5th term	27.06	Note - \$16.88 of this amount must be paid at the same premium as the wage.

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

Shift Premium per hour:

Second Shift

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

Third Shift

1st term	\$ 2.25
----------	---------



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

3-71

**Sprinkler Fitter** **11/01/2023**

**JOB DESCRIPTION** Sprinkler Fitter **DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour 07/01/2023

Sprinkler Fitter \$ 40.04

**SUPPLEMENTAL BENEFITS**

Per hour

Journey person \$ 28.24

**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
\$ 19.15	\$ 21.28	\$ 23.16	\$ 25.29	\$ 27.41	\$ 29.54	\$ 31.67	\$ 33.80	\$ 35.93	\$ 38.05

Supplemental Benefits per hour

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

1-669

**Teamster - Building / Heavy&Highway** **11/01/2023**

**JOB DESCRIPTION** Teamster - Building / Heavy&Highway **DISTRICT 3**

**ENTIRE COUNTIES**

Erie, Niagara

**PARTIAL COUNTIES**

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

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

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

**WAGES**

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

GROUP 2: Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP 3: Semi-Trailers, Low-Boy Trucks, Asphalt Distributor Trucks and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks

GROUP 4: Specialized Earth Moving Equipment, Euclid type, or similar off-highway, where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

**GROUP 5: Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.**

Per hour: 07/01/2023  
All GROUPS \$ 44.48

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

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

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 16.71\*

\*Note - Only \$ 8.16 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 11/01/2023**

---

**JOB DESCRIPTION** Teamster - Building / Heavy&Highway

**DISTRICT 3**

**ENTIRE COUNTIES**

Erie, Niagara

**WAGES**

Per hour: 07/01/2023  
Dump Truck Operator\* \$ 28.50

\*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 11/01/2023**

---

**JOB DESCRIPTION** Welder

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2023

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

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

**OVERTIME PAY**

**HOLIDAY**

1-As Per Trade

## Overtime Codes

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

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

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

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

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

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

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

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

( 29 )      Juneteenth

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

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

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

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

**This Form Must Be Typed**

Submitted By:

(Check Only One)

Contracting Agency

Architect or Engineering Firm

Public Work District Office

Date:

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

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

Telephone

Fax

E-Mail:

2. NY State Units (see Item 5).

01 DOT

02 OGS

03 Dormitory Authority

04 State University  
Construction Fund

05 Mental Hygiene  
Facilities Corp.

06 OTHER N.Y. STATE UNIT

07 City

08 Local School District

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

10 Village

11 Town

12 County

13 Other Non-N.Y. State  
(Describe)

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

Telephone

Fax

E-Mail:

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

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR  
THIS PROJECT :

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

5. Project Title \_\_\_\_\_

Description of Work \_\_\_\_\_

Contract Identification Number \_\_\_\_\_

Note: For NYS units, the OSC Contract No. \_\_\_\_\_

6. Location of Project:

Location on Site \_\_\_\_\_

Route No/Street Address \_\_\_\_\_

Village or City \_\_\_\_\_

Town \_\_\_\_\_

County \_\_\_\_\_

7. Nature of Project - Check One:

1. New Building

2. Addition to Existing Structure

3. Heavy and Highway Construction (New and Repair)

4. New Sewer or Waterline

5. Other New Construction (Explain)

6. Other Reconstruction, Maintenance, Repair or Alteration

7. Demolition

8. Building Service Contract

8. OCCUPATION FOR PROJECT :

Construction (Building, Heavy  
Highway/Sewer/Water)

Tunnel

Residential

Landscape Maintenance

Elevator maintenance

Exterminators, Fumigators

Fire Safety Director, NYC Only

Fuel Delivery

Guards, Watchmen

Janitors, Porters, Cleaners,  
Elevator Operators

Moving furniture and  
equipment

Trash and refuse removal

Window cleaners

Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES  NO

10. Name and Title of Requester

**Signature**







NEW YORK STATE DEPARTMENT OF LABOR  
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE  
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

**Debarment Database:** To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

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



**NYSDOL Bureau of Public Work Debarment List 11/22/2023**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO TONDO		449 WEST MOMBASHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL	****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL	****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTION	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028

**NYS DOL Bureau of Public Work Debarment List 11/22/2023**

**Article 8**

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	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER PAPASTEFANO A/K/A CHRIS PAPASTEFANO		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL	****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA	****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL		IRENE KASSELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024

**NYS DOL Bureau of Public Work Debarment List 11/22/2023**

**Article 8**

DOL	DOL	****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026

**NYS DOL Bureau of Public Work Debarment List 11/22/2023**

**Article 8**

DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL	****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		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	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	AG	****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL	****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL	****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025

**NYSDOL Bureau of Public Work Debarment List 11/22/2023**

**Article 8**

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	DA	****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLEN TOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL		ROBBYE BISSE SAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL	****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DA	****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	NYC	****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025

**NYSDOL Bureau of Public Work Debarment List 11/22/2023**

**Article 8**

DOL	DOL	****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	NYC	****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPANSTEFANOU, JR. A/K/A STEVE PAPANSTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL	****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBASHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	****2426	VICKRAM MANGRU	VICK CONSTRUCTION	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025



**NYS DOL Bureau of Public Work Debarment List 11/22/2023**

**Article 8**

DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

**NAME OF BIDDER**

**BID SUBMITTED BY:**

---

**PROPOSAL FOR:**

**ELECTRICAL CONSTRUCTION WORK**

**'Erie County Correctional Facilities – UPS Replacement Project'  
EC Correctional Facility – 11581 Walden Ave, Alden NY 14004  
EC Holding Center – 10 & 40 Delaware Ave, Buffalo NY 14202**

**TO: William E. Geary, Commissioner of Public Works  
Erie County Department of Public Works  
Rath Building, 95 Franklin Street, Suite 1400, Buffalo, NY 14202**

Commissioner Geary:

Pursuant to and in compliance with your advertisement for Bids, the undersigned offers to furnish all materials and all plant, labor, supplies, equipment, transportation and other facilities necessary or proper for, or incidental to the construction work, as required by and in strict accord with the contract documents dated 2/1/2024 entitled: *“Erie County Correctional Facilities – UPS Replacement Project”* including all Addenda for the following sum of:

BASE BID (including allowance):

---

/100 DOLLARS (\$) )

---

Completion: We agree to complete this work within \_\_\_\_\_ calendar days from the Notice to Proceed.

**CAUTION: Be advised that Erie County Local Law No. 3-2018 will be enforced. All bidders submitting bids with a value in excess of \$250,000 must adhere to the provisions detailed within this Proposal and Section 10 of the General Conditions. For consideration, bidders must (1) check the appropriate box and (2) enclose the corresponding paperwork.**

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**CAUTION: ERIE COUNTY EXECUTIVE ORDER #18:** The project contemplated by these Bid Specifications may be subject to Erie County Executive Order #18 (“EO #18”) which is included along with its Rules and Regulations for reference in Appendix “D” to the General Conditions of this Bid. All bids with a value that meets or exceeds \$250,000 must include a verified attestation of intent to comply and statement of work force. Such attestation and statement is attached hereto. Any bids received which do not include such attestation or include an incomplete attestation will be deemed non-compliant and will not be considered for award. Should it be determined that the project is subject to EO #18, Contractor must provide county with a fully executed and verified Local and Disadvantaged Worker Compliance Certification prior to final execution of an award agreement.

**CAUTION:** All compliance reporting required for Erie County Local Law No. 3-2018 and Executive Order #18 shall now be completed via LCPtracker. The County will be available to assist with any reasonable training requests and support, as necessary.

**NOTE:** Lump-Sum Allowances are to include an Overhead and Profit (O&P) Margin. Unit-Price Allowances are NOT to include an O&P Margin. O&P for unit prices are to be included in the unit price. See Specification 012100 – Allowances for more information.

**NOTE:** As of April 6, 2021 the County of Erie is requiring a new experience questionnaire form. Please reference Section 5 of the Information to Bidders included within the project manual for detailed information.

**SUMMARY OF WORKFORCE, MINORITY/WOMEN BUSINESS, & DISABLED VETERANS BUSINESS COMMITMENT**

<b>Requirement</b>	<b>Applicable when Contract value meets or exceeds:</b>	<b>Reference</b>
<b>Erie County Executive Order No.18</b>	<b>\$250,000</b>	<b>General Conditions Section 8.08</b>
<b>New York State Certified Apprenticeship Training Program</b>	<b>\$250,000</b>	<b>General Conditions Section 10</b>
<b>Minority/ Women Business Enterprise &amp; Disabled Veterans Business</b>	<b>\$100,000</b>	<b>General Conditions Section 8.06</b>
<b>General Minority and Women Workforce Goals</b>	<b>All Contracts</b>	<b>General Conditions Section 8.05</b>
<b>Equal Pay Certification</b>	<b>All Contracts</b>	<b>General Conditions Sections 8.04 &amp; 8.07</b>

**\*Refer to Supplemental General Conditions for any modifications to the above**

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**ALLOWANCES**

Certain work is specified in the Contract Documents by allowance. The allowances include: furnishing all materials and all plant, labor, supplies, equipment, transportation and other facilities necessary or proper for, or incidental to the work. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.

**Allowance no. E-1:** See Allowances: Section 011020

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**SUBSTITUTIONS**

If awarded a contract based on the above proposal, we will use materials and equipment specified with the following exceptions:

<b><u>ITEMS</u></b>	<b><u>MANUFACTURER'S NAME AND PRODUCT DESCRIPTION</u></b>

It is understood that if any of the above proposed substitutions are not accepted by the Owner, we will furnish the product named in the specifications. Substitutions are not permitted after the award of contract.

**ADDENDA:**

The foregoing proposal covers the following Addenda:

(Here list, by number, each addendum issued prior to bidding.)


**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

NON-COLLUSIVE BIDDING CERTIFICATE.

1. By submission of this bid, the bidder and each person signing on behalf of the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or its knowledge and belief:
  - a. The prices in this bid have been arrived at independently with no collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition; and
  - d. If the bidder is a corporation, this certificate is and shall be deemed to have been authorized by the board of directors of the bidder, and such authorization is and shall be deemed to include the signing and submission of the bid and the inclusion therein of this certificate of non-collusion as the act and deed of the corporation.
  
2. Pursuant to 103-d, General Municipal Law, a bid shall not be considered for award nor shall any award be made where the above Non-Collusive Certificate, Paragraphs 1, (A), (B), (C), and (D) have not been complied with, unless explained, justified and legally excused in accordance with said law.

This proposal and/or contract shall be governed by New York State Law.

The undersigned agrees together into a contract for the above stated compensation, under the terms and conditions outlined, plus any other conditions mutually agreed upon.

NAME OF FIRM: \_\_\_\_\_ Federal Tax ID No.: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED OR TYPEWRITTEN  
NAME OF SIGNATORY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

SEAL IF BIDDER  
IS A CORPORATION

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

To facilitate correct drawing and execution of contract, Bidders shall supply full information concerning legal status as follows:

NAME:

\_\_\_\_\_  
CORPORATION      CO-PARTNERSHIP      AN INDIVIDUAL      TRADE  
(Strike out classification not applicable.)

ADDRESS OF PRINCIPAL OFFICE:

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

LOCAL BRANCH OFFICE ADDRESS:

\_\_\_\_\_

INCORPORATED UNDER THE LAWS OF THE STATE OF: \_\_\_\_\_

If Foreign Corporation, state if authorized to do business in the State of New York: (YES) (NO)

If Co-Partnership, Names of Partners and Addresses are:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If doing business under Trade Name, Assumed Name or Firm Style:

Name of Owner: \_\_\_\_\_

Certificate Filed: \_\_\_\_\_

(Place)

(Date)



**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

NEW YORK STATE CERTIFIED APPRENTICESHIP  
TRAINING PROGRAM CERTIFICATION

**Pursuant to Erie County Local Law 3-2018 the following MUST be submitted along with supporting documentation** unless the Contracting Agency has otherwise determined under Section 2f of the Erie County Rules and Regulations that the New York State Certified Apprenticeship Training Program does not apply.

TO BE FILLED OUT BY BIDDER: please check that which applies on sign below.

- Enclosed is a copy of the certification of approval of the New York State Certified Apprenticeship Training Program (NYSCATP) by the New York State Department of Labor which, as Bidder, will use in connection with the construction contract. Also Enclosed is a written plan demonstrating how apprentices will be utilized by the Bidder As Prime Contractor or by the Subcontractor(s) to the Bidder as Prime Contractor. Such Plan shall include at a minimum:

Please check all items i through vi to acknowledge compliance:

- i. An organized written plan in place that embodies the terms and conditions of employment, training and supervision of one or more apprentices;
  - ii. A schedule of wages to be paid to the apprentices consistent with the skills required and approved by the New York State Department of Labor;
  - iii. Equal employment and affirmative action plans;
  - iv. Workforce development and diversification goals to ensure that the contractor will diligently work toward a minority workforce goal of 30% minority and female participation combined in project personnel including trades people, trainees, journeymen, apprentices and supervisory staff;
  - v. A minimum of ten percent (10%) of the total construction workers. Trades people, trainees, journeymen, and apprentices employed at any given time on a particular project by any and all contractors or subcontractors must be consist of persons participating in a NYSCATP; and
  - vi. In all cases, such Certified Apprenticeship Training Program must be specific to the type and scope of work which is being performed and must have a graduation rate of at least thirty percent (30%) as determined by the New York State Department of Labor.
- Enclosed is a detailed explanatory written statement as to the inapplicability of Apprenticeship participation due to: the lack of career opportunities in NYSCATP Approved by New York State Department of Labor Commissioner; OR the magnitude of the construction contract which would make use of apprentices impracticable.

\_\_\_\_\_  
*SIGNATURE*

\_\_\_\_\_  
*COMPANY NAME*

\_\_\_\_\_  
*DATE*

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

CONTRACTOR'S OWN WORKFORCE

(This form must be submitted with the Contractor's bid proposal)

Pursuant to Section 3.18 – Contractor's Own Workforce, of the General Conditions, the Contractor submitting a bid proposal acknowledges that they will perform a minimum of 25% of the work with their own workforce as follows:

Task	Value of Work
Total Value of Workforce	
Percentage of Total Bid	%

\_\_\_\_\_  
*SIGNATURE*

\_\_\_\_\_  
*COMPANY NAME*

\_\_\_\_\_  
*DATE*

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**Erie County Equal Pay Certification**

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Equal Pay Law. We certify that we have not been the subject of an adverse finding under the Equal Pay Law within the previous five years and, in the alternative, if we were the subject of an adverse finding under the Equal Pay Law within the previous five years, we have annexed a detailed description of the finding(s). In addition, we have annexed a detailed description of any currently pending claims under the Equal Pay Law in which we are involved.

\_\_\_\_\_  
Signature

**Verification**

**A) OWNER/PARTNERSHIP**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

\_\_\_\_\_, being duly sworn, states he or she is the owner of  
(or a partner in) \_\_\_\_\_, and is making the foregoing  
Certification and that the statements and representations made in the Certification are true to his or her  
own knowledge.

Sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary

**B) CORPORATE**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

\_\_\_\_\_, being duly sworn, states that he or she is the  
Name of Corporate Officer  
\_\_\_\_\_, of \_\_\_\_\_,  
Title of Corporate Officer Name of Corporation

the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**ERIE COUNTY EXECUTIVE ORDER #18  
ATTESTATION AND  
STATEMENT OF WORKFORCE**

We hereby attest that we have read and understand Erie County Executive Order #18 (“EO #18”). We acknowledge that the project we are bidding on may be subject to the provisions thereof. We further attest that, should we be identified as the successful bidder and should the appropriate individual or entity determine that this project is subject to EO #18, we will be in compliance with such Order, or we will have been granted a partial waiver by the Erie County Office of Equal Employment Opportunity prior to starting work on the project.

We further acknowledge that in order for Erie County to determine if the project we are bidding on is subject to EO #18, they need to analyze the workforce that we intend to use on such project. We therefore now do attest that it is our current intention to use \_\_\_\_\_#\_\_\_\_ construction workers, which number includes any subcontracted construction workers, on this project should it be awarded to us. For purposes of this attestation we understand that construction worker shall mean a laborer, workman, or mechanic who is directly involved in the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise providing for any building, facility, roads, highways, bridges, or physical structure of any kind, but does not include professional services employees.

\_\_\_\_\_  
Signature

**Verification**

STATE OF NEW YORK    )  
COUNTY OF ERIE       ) SS:

A)  
\_\_\_\_\_, being duly sworn, states he or she is the owner of  
(or partner in) \_\_\_\_\_, and is making the  
foregoing Attestation and Statement of Workforce and that such representations made are true to  
his or her own knowledge.

B)  
\_\_\_\_\_, being duly sworn, states that he or she is the  
(Name of Corporate Officer) \_\_\_\_\_, of (Name of Corporation  
or Enterprise) \_\_\_\_\_, that he or she has read the Attestation  
and Statement of Workforce and that such representations made are true to his or her knowledge,  
and are made at the direction of the Board of Directors of the Corporation.

Sworn to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 20\_\_\_\_ Notary Public

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**ACKNOWLEDGMENT OF DRUG AND ALCOHOL TESTING COMPLIANCE**

\_\_\_\_\_ hereby acknowledges that a drug  
(PRINT OR TYPE COMPANY NAME)  
and alcohol program, which is required by Federal Department of Transportation rules (CFR, Title 49, Part 40 and 382), has been implemented by this Company. The program is administered by:

(PLEASE SELECT ONE)

( ) The Company itself - The program administrator is:

\_\_\_\_\_  
(Company Administrator's Name and Telephone Number)

( ) Third - Party Administrator - The program administrator is:

\_\_\_\_\_  
(Third - Party Administrator's Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Contact Person/Telephone)

\_\_\_\_\_  
(Company's Official's Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Subscribed to before me on

\_\_\_\_\_, day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public

Due to the safety-sensitive nature of the work which your Commercial Driver Licensed (CDL) employees may perform on this project, you are required to implement a drug and alcohol testing program which follows Federal Department of Transportation rules (CFR, Title 49, Parts 40 and 382). Further, as a condition of your contract, you must also submit proof of your compliance via this form to the Erie County Department of Public Works, office of the Commissioner.

This form must be signed and returned to the Commissioner of Public Works, 14th Floor, Rath Building, 95 Franklin Street, Buffalo, NY, no later than three (3) working days after the bid opening.

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

You have selected the For-Profit Construction questionnaire, commonly known as the “CCA-2,” which may be printed and completed in this format or, **for your convenience, may be completed online using the [New York State VendRep System](#).**

### COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor’s business and operations. An owner or official must certify the questionnaire and the signature must be notarized.

### NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at [ITServiceDesk@osc.state.ny.us](mailto:ITServiceDesk@osc.state.ny.us) or call 866-370-4672.

### DEFINITIONS

All underlined terms are defined in the “New York State Vendor Responsibility Definitions List,” found at <http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf>. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

### RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

BUSINESS ENTITY INFORMATION				
<u>Legal Business Name</u>		<u>EIN</u> _____		
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		<u>New York State Vendor Identification Number</u>		
		Telephone ext.		Fax
		Website		
Authorized Contact for this Questionnaire				
Name		Telephone ext.		Fax
Title		Email		
Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS				
1.0 <u>Business Entity</u> Type – Check appropriate box and provide additional information:				
a) <input type="checkbox"/> <u>Corporation</u> (including <u>PC</u> )	Date of Incorporation			
b) <input type="checkbox"/> <u>Limited Liability Company</u> ( <u>LLC</u> or <u>PLLC</u> )	Date Organized			
c) <input type="checkbox"/> <u>Limited Liability Partnership</u>	Date of Registration			
d) <input type="checkbox"/> <u>Limited Partnership</u>	Date Established			
e) <input type="checkbox"/> <u>General Partnership</u>	Date Established	County (if formed in NYS)		
f) <input type="checkbox"/> <u>Sole Proprietor</u>	How many years in business?			
g) <input type="checkbox"/> Other	Date Established			
If Other, explain:				
1.1 Was the <u>Business Entity</u> formed in New York State?				<input type="checkbox"/> Yes <input type="checkbox"/> No
If “No,” indicate jurisdiction where the <u>Business Entity</u> was formed:				
<input type="checkbox"/> United States	State			
<input type="checkbox"/> Other	Country			



## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

<b>I. BUSINESS CHARACTERISTICS</b>			
1.2 Is the <u>Legal Business Entity</u> publicly traded?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
If "Yes," provide the <u>CIK code</u> or Ticker Symbol:			
1.3 Is the <u>Business Entity</u> currently <u>registered to do business in New York State</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<i>Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership</i>			
If "No," explain why the <u>Business Entity</u> is not required to be <u>registered to do business in New York State</u> :			
1.4 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .	<input type="checkbox"/> Yes <input type="checkbox"/> No		
1.5 If the <u>Business Entity's</u> <u>Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<i>(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)</i>			
If "Yes," provide the address and telephone number for one office located in New York State.			
1.6 Is the Business Entity a New York State certified <u>Minority-Owned Business Enterprise</u> , or <u>Women-Owned Business Enterprise</u> , or <u>New York State Small Business</u> , or federally certified <u>Disadvantaged Business Enterprise</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
If "Yes," check all that apply:			
<input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise</u> (MBE)			
<input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise</u> (WBE)			
<input type="checkbox"/> <u>New York State Small Business</u>			
<input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)			
1.7 Identify each person or business entity that is, or has been within the past five (5) years, <u>Principal Owner</u> of 5.0% or more of the firm's shares; a Business Entity Official; or one of the five largest shareholders, if applicable. <i>(Attach additional pages if necessary.)</i>			
<u>Joint Ventures</u> : Provide information for all firms involved.			
Name <i>(For each person, include middle initial)</i>	Title	Percentage of ownership (Enter 0%, if not applicable)	Employment status with the firm
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS		
2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm? ( <i>Attach additional pages if necessary.</i> )		<input type="checkbox"/> Yes <input type="checkbox"/> No
Firm/Company Name	Firm/Company EIN (If available)	Firm/Company's Primary Business Activity
Firm/Company Address		
Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this firm?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name ( <i>Include middle initial</i> )	Position/Title with Firm/Company	
2.1 Does the <u>Business Entity</u> have any <u>construction</u> -related <u>affiliates</u> not identified in the response to question 2.0 above? ( <i>Attach additional pages if necessary.</i> )		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent of ownership, if applicable ( <i>enter N/A, if not applicable</i> ):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name ( <i>Include middle initial</i> )	Position/Title with Firm/Company	
2.2 Has the <u>Business Entity</u> participated in any <u>construction-related Joint Ventures</u> within the past three (3) years? ( <i>Attach additional pages if necessary.</i> )		<input type="checkbox"/> Yes <input type="checkbox"/> No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### III. CONTRACT HISTORY

3.0 Has the Business Entity completed any construction contracts?  Yes  No

*If "Yes," list the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at [www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc](http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc).*

*If less than ten, include most recent subcontracts on projects up to that number.*

3.1 Does the Business Entity currently have uncompleted construction contracts?  Yes  No

*If "Yes," list all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at [www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc](http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc).*

*Note: Ongoing projects must be included.*

### IV. INTEGRITY – CONTRACT BIDDING

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement?  Yes  No

4.1 Been subject to a denial or revocation of a government prequalification?  Yes  No

4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?  Yes  No

4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?  Yes  No

4.4 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?  Yes  No

4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity?  Yes  No

4.6 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?  Yes  No

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

### V. INTEGRITY – CONTRACT AWARD

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract?  Yes  No

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any government contract?  Yes  No

5.2 Entered into a formal monitoring agreement, consent decree or stipulation settlement as specified by, or agreed to with, any government entity?  Yes  No

5.3 Had its surety called upon to complete any contract whether government or private sector?  Yes  No

5.4 Forfeited all or part of a standby letter of credit in connection with any government contract?  Yes  No

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### V. INTEGRITY – CONTRACT AWARD

**Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:**

For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

### VI. CERTIFICATIONS/LICENSES

**Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:**

- |  |  |
|--|--|
| 6.0 Had a revocation or <u>suspension</u> of any business or professional permit and/or license?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a federal certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

### VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

**Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:**

- |  |  |
|--|--|
| 7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?   | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| 7.1 Been the subject of:<br>(i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or<br>(ii.) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.2 Received any <u>OSHA</u> citation, which resulted in a final determination classified as <u>serious</u> or <u>willful</u> ?  | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| 7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?   | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| 7.4 Had a New York State Labor Law violation deemed willful?   | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| 7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws?  | <input type="checkbox"/> Yes <input type="checkbox"/> No   |

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

7.6 Other than previously disclosed, been the subject of any <u>citations</u> , notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of: <ul style="list-style-type: none"> <li>• <u>Federal</u>, state or local health laws, rules or regulations;</li> <li>• <u>Federal</u>, state or local environmental laws, rules or regulations;</li> <li>• Unemployment insurance or workers compensation coverage or <u>claim</u> requirements;</li> <li>• Any labor law or regulation, which was deemed willful;</li> <li>• Employee Retirement Income Security Act (ERISA);</li> <li>• <u>Federal</u>, state or local human rights laws;</li> <li>• <u>Federal</u>, state or local security laws?</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

*Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.*

### VIII. LEADERSHIP INTEGRITY

*If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.*

*Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity been:*

8.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 <u>Suspended, debarred or disqualified</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 The subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: <ul style="list-style-type: none"> <li>(i.) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or</li> <li>(ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

*For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY		
9.0 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.1 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.2 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liens, claims or judgments</u> over \$25,000 filed against the <u>Business Entity</u> which remain undischarged or were unsatisfied for more than 90 days? (Note: Including but not limited to tax warrants or liens. Do not include UCC filings.)		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the Lien holder or Claimants' name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.3 In the last seven (7) years, has the <u>Business Entity</u> or any <u>affiliate</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.</i>		
9.4 What is the <u>Business Entity's</u> Bonding Capacity?		
a. Single Project		b. Aggregate (All Projects)
9.5 List <u>Business Entity's</u> Gross Sales for the previous three (3) Fiscal Years:		
1st Year (Indicate year ) Gross Sales	2nd Year (Indicate year ) Gross Sales	3rd Year (Indicate year ) Gross Sales
9.6 List <u>Business Entity's</u> Average Backlog for the previous three (3) fiscal years: (Estimated total value of uncompleted work on outstanding contracts)		
1st Year (Indicate year ) Amount	2nd Year (Indicate year ) Amount	3rd Year (Indicate year ) Amount
9.7 Attach <u>Business Entity's</u> most recent annual <u>financial statement</u> and accompanying notes or complete Attachment C – Financial Information, found at <a href="http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls">www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls</a> . (This information must be attached.)		

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

**X. FREEDOM OF INFORMATION LAW (FOIL)**

10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).  
*Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.*

Yes  No

*If "Yes," indicate the question number(s) and explain the basis for the claim.*

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

**Certification**

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

**The undersigned certifies that he/she:**

- is knowledgeable about the submitting Business Entity’s business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity’s responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity’s responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Title \_\_\_\_\_

Name of Business \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_;

\_\_\_\_\_ Notary Public



**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS**

Vendor Name:

NYS Vendor ID:

<b>Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:</b>						
<b>1.</b>	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
<b>2.</b>	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
<b>3.</b>	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
<b>4.</b>	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
<b>5.</b>	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS**

Vendor Name:

NYS Vendor ID:

<b>Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:</b>						
<b>6.</b>	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
<b>7.</b>	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
<b>8.</b>	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
<b>9.</b>	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
<b>10.</b>	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

**Vendor Name:**

**NYS Vendor ID:**

<b>Question 3.1: List all current uncompleted construction contracts:</b>								
<b>1.</b>	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
<b>2.</b>	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
<b>3.</b>	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
<b>4.</b>	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others		Uncompleted Amount	

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

**Vendor Name:**

**NYS Vendor ID:**

<b>Question 3.1: List all current uncompleted construction contracts:</b>								
<b>5.</b>	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
<b>6.</b>	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
<b>7.</b>	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
<b>8.</b>	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others	Uncompleted Amount		

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

**Vendor Name:**

**NYS Vendor ID:**

<b>Question 3.1: List all current uncompleted construction contracts:</b>							
<b>9.</b>	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
<b>10.</b>	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
<b>Grand Total All Uncompleted Contracts</b>						<b>\$0.00</b>	



**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: \_\_\_\_\_

As of Date: \_\_\_\_\_

**ASSETS**

Current Assets

1. Cash		\$	-	
				_____
2. Accounts receivable - less allowance for doubtful accounts	\$	-		
				_____
Retainers included in accounts receivable	\$	-		
				_____
Claims included in accounts receivable not yet approved or in litigation	\$	-		
				_____
Total Accounts Receivable		\$	-	
				_____
3. Notes receivable - due within one year		\$	-	
				_____
4. Inventory - materials		\$	-	
				_____
5. Contract costs in excess of billings on uncompleted contracts		\$	-	
				_____
6. Accrued income receivable				
Interest	\$	-		
				_____
Other (list) _____	\$	-		
				_____
_____	\$	-		
				_____
Total Accrued Income Receivable		\$	-	
				_____
7. Deposits				
Bid and Plan _____	\$	-		
				_____
Other (list) _____	\$	-		
				_____
_____	\$	-		
				_____
Total Deposits		\$	-	
				_____
8. Prepaid Expenses				
Income Taxes	\$	-		
				_____
Insurance	\$	-		
				_____
Other (list) _____	\$	-		
				_____
_____	\$	-		
				_____
Total Prepaid Expenses		\$	-	
				_____
9. Other Current Assets				
Other (list) _____	\$	-		
				_____
_____	\$	-		
				_____
Total Other Current Assets		\$	-	
				_____
10. Total Current Assets				\$
				_____
11. Investments				
Listed securities-present market value	\$	-		
				_____
Unlisted securities-present value	\$	-		
				_____
Total Investments				\$
				_____

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: \_\_\_\_\_

12. Fixed Assets

Land	\$	-	
Building and improvements	\$	-	
Leasehold improvements	\$	-	
Machinery and equipment	\$	-	
Automotive equipment	\$	-	
Office furniture and fixtures	\$	-	
Other (list) _____	\$	-	
	\$	-	
<b>Total</b>			\$ _____ -
Less: Accumulated depreciation			\$ _____ -
<b>Total Fixed Assets - Net</b>			\$ _____ -

13. Other Assets

Loans receivable			
Officers	\$	-	
Employees	\$	-	
Shareholders	\$	-	
Cash surrender value of officers' life insurance	\$	-	
Organization expense – net of amortization	\$	-	
Notes receivable - due after one year	\$	-	
Other (list) _____	\$	-	
	\$	-	
<b>Total Other Assets</b>			\$ _____ -

14. TOTAL ASSETS

\$ \_\_\_\_\_ -  
\$ \_\_\_\_\_ -



**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: \_\_\_\_\_

**LIABILITIES**

Current Liabilities

15. Accounts payable	\$	-
16 a. Loans from shareholders - due within one year	\$	-
16 b. Other Loans - due within one year	\$	-
17. Notes payable - due within one year	\$	-
18. Mortgage payable - due within one year	\$	-
19. Other payables - due within one year		
Other (list) _____	\$	-
_____	\$	-
_____		
Total Other Payables - due within one year	\$	-
20. Billings in excess of costs and estimated earnings	\$	-
21. Accrued expenses payable		
Salaries and wages	\$	-
Payroll taxes	\$	-
Employees' benefits	\$	-
Insurance	\$	-
Other	\$	-
Total Accrued Expenses Payable	\$	-
22. Dividends payable	\$	-
23. Income taxes payable		
State	\$	-
Federal	\$	-
Other	\$	-
Total Income Taxes Payable	\$	-
24. Total current liabilities	\$	-
25. Deferred income taxes payable		
State	\$	-
Federal	\$	-
Other	\$	-
Total Deferred Income Taxes	\$	-
26. Long Term Liabilities		
Loans from shareholders - due after one year	\$	-
Other Loans - due within one year		
Principle	\$	-
Interest	\$	-
Notes payable - due after one year	\$	-
Mortgage - due after one year	\$	-
Other payables - due after one year	\$	-
Other (list) _____	\$	-
_____	\$	-
Total Long Term Liabilities	\$	-

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: \_\_\_\_\_

27. Other Liabilities			
Other (list) _____	\$	-	
_____	\$	-	
Total Other Liabilities _____	\$	-	
28. TOTAL LIABILITIES			\$ _____

**NET WORTH**

29. Net Worth (if proprietorship or partnership)			\$ _____
30. Stockholders' Equity			
Common stock issued and outstanding	\$	-	
Preferred stock issued and outstanding	\$	-	
Retained earnings	\$	-	
Total	\$	-	
Less: Treasury stock	\$	-	
31. TOTAL STOCKHOLDERS' EQUITY			\$ _____
32. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY			\$ _____

**INDEX TO GENERAL CONDITIONS**

**SECTION 1 - DEFINITIONS**

1.01	Contract Documents
1.02	Architect / Engineer
1.03	Owner
1.04	Contractor
1.05	Sub-contractor
1.06	Proposal
1.07	Proposal Guaranty
1.08	Performance Labor & Material Payment Bond
1.09	Surety
1.10	Project Manual - Specifications
1.11	Drawings
1.12	Written Notice
1.13	Act of God

**SECTION 2 - DRAWINGS, SPECIFICATIONS AND RELATED DATA**

2.01	Intent of Drawings and Specifications
2.02	Conflict
2.03	Discrepancies in Drawings
2.04	Drawings and Specifications
2.05	Additional Instructions
2.06	Copies of Drawings and Specifications Furnished
2.07	Drawings and Specifications at Job Site
2.08	Ownership of Drawings and Specifications
2.09	Dimensions
2.10	Models
2.11	Samples
2.12	Shop Drawings
2.13	Quality of Equipment and Materials
2.14	Equipment Approval Data
2.15	Surveys
2.16	Record Document Submittals

**SECTION 3 - RELATIONS AMONG OWNER, CONTRACTOR AND ARCHITECT / ENGINEER**

3.01	Architect / Engineer's Responsibility and Authority
3.02	Architect / Engineer's Decisions
3.03	Suspension of Work
3.04	Inspection of Work
3.05	Examination of Complete Work
3.06	Contractor's Superintendence
3.07	Lands by Owner

- 3.08 Lands by Contractor
- 3.09 Private Property
- 3.10 Assignment of Contract
- 3.11 Removal of Construction Equipment, Tools and Supplies
- 3.12 Suspension of Work by Owner
- 3.13 Owner's Right to Correct Deficiencies
- 3.14 Owner's Right to Terminate Contract and Complete the Work
- 3.15 Contractor's Right to Suspend Work or Terminate Contract
- 3.16 Rights of Various Interests
- 3.17 Separate Contracts
- 3.18 Contractors Own Workforce
- 3.19 Subcontracts
- 3.20 Work During An Emergency
- 3.21 Oral Agreements

SECTION 4 - MATERIALS AND WORKMANSHIP

- 4.01 Materials Furnished by the Contractor
- 4.02 Materials Furnished by the Owner
- 4.03 Storage of Materials
- 4.04 Character of Workmen
- 4.05 Rejected Work and Materials
- 4.06 Manufacturer's Directions
- 4.07 Cutting and Patching
- 4.08 Cleaning Up
- 4.09 Guaranty Period

SECTION 5 - INSURANCE, BONDS, SAFETY, ETC.

- 5.01 Insurances Required
- 5.02 Certificates of Insurance
- 5.03 Performance, Labor and Material Payment Bond
- 5.04 Patents and Royalties
- 5.05 Permits
- 5.06 Laws to be Observed
- 5.07 Protection of Project and Public
- 5.08 Traffic Safety and Convenience
- 5.09 Crossing Utilities
- 5.10 Sanitary Provisions

SECTION 6 - PROGRESS AND COMPLETION OF WORK

- 6.01 Notice to Proceed
- 6.02 Laying Out Work
- 6.03 Methods of Materials
- 6.04 Contract Time

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- 6.05 Progress Schedule
- 6.06 Changes in the Work
- 6.07 Extra Work
- 6.08 Extension of Contract Time
- 6.09 Use of Completed Portions
- 6.10 Existing Utilities
- 6.11 Site Conditions
- 6.12 Prevention of Delay

**SECTION 7 - MEASUREMENT AND PAYMENT**

- 7.01 Detailed Breakdown of Contract Amount
- 7.02 Requests for Payment
- 7.03 Architect / Engineer's Action on a Request for Payment
- 7.04 Owner's Action on an Approved Request for Payment
- 7.05 Owner's Right to Withhold Payment of an Approved Request for Payment
- 7.06 Responsibility of the Contractor
- 7.07 Payment for Uncorrected Work
- 7.08 Payment for Rejected Work and Materials
- 7.09 Payment for Extra or Omitted Work
- 7.10 Payment for Work Suspended by the Owner
- 7.11 Payment for Work by the Owner
- 7.12 Payment for Work by the Owner Following His  
Termination of the Contract
- 7.13 Payment for Work Terminated
- 7.14 Payment for Samples and Testing of Materials
- 7.15 Release of Liens
- 7.16 Acceptance and Final Payment
- 7.17 Termination of Contractor's Responsibility
- 7.18 Correction of Faulty Work After Final Payment

**SECTION 8 - WAGES AND LABOR CONDITIONS**

- 8.01 Working Hours
- 8.02 Wage Rates and Supplements
- 8.03 Discrimination
- 8.04 Equal Employment Opportunity
- 8.05 Monitoring
- 8.06 County of Erie Minority and Women's Business & Service-Disabled Veterans Business  
Enterprise Commitment
- 8.07 County of Erie-Executive Order No.13 "Pay Equity Certification on County Contracts"
- 8.08 County of Erie-Executive Order No.18 "First Source Hiring Policy for County Construction  
Projects"

**SECTION 9 - ACCOUNTABILITY**

- 9.01 Accountability

SECTION 10 - THE ERIE COUNTY WORKFORCE DEVELOPMENT AND DIVERSIFICATION NEW YORK STATE  
CERTIFIED WORKER TRAINING PROGRAM

- 10.01 County of Erie Local Law No. 3-2018
- 10.02 Rules and Regulations Adopted by the Erie County Commissioner of Public Works  
Regarding Local Law No. 3-2018

APPENDIX A – EQUAL EMPLOYMENT OPPORTUNITY FORMS

ERIE COUNTY MINORITY/WOMEN BUSINESS ENTERPRISE & SERVICE-DISABLED VETERANS  
BUSINESS UTILIZATION REPORT – PART A

ERIE COUNTY MINORITY/WOMEN BUSINESS ENTERPRISE & SERVICE-DISABLED VETERANS  
BUSINESS UTILIZATION REPORT – PART B

ERIE COUNTY MINORITY/WOMEN BUSINESS ENTERPRISE & SERVICE-DISABLED VETERANS  
UTILIZATION REPORT – PART C

ERIE COUNTY MINORITY/WOMEN BUSINESS ENTERPRISE & SERVICE-DISABLED VETERANS  
BUSINESS UTILIZATION REPORT – PART D

AUTHORIZATION FOR RELEASE OF MBE/SDVOB INFORMATION

MINORITY/ WOMEN BUSINESS ENTERPRISE & SERVICE-DISABLED VETERANS BUSINESS WAIVER

APPENDIX B – ERIE COUNTY DEPARTMENT OF PUBLIC WORKS – BUILDING PERMIT APPLICATION

BUILDING PERMIT APPLICATION

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

APPENDIX C – COUNTY OF ERIE – EXECUTIVE ORDER NO.13 – PAY EQUITY CERTIFICATION ON COUNTY  
CONTRACTS

EXECUTIVE ORDER #13 PAY EQUITY CERTIFICATION ON COUNTY CONTRACTS

ERIE COUNTY EQUAL PAY CERTIFICATION

APPENDIX D – COUNTY OF ERIE – EXECUTIVE ORDER NO. 18 – FIRST SOURCE HIRING POLICY FOR  
COUNTY CONSTRUCTION PROJECTS

EXECUTIVE ORDER NO.18 – FIRST SOURCE HIRING POLICY FOR COUNTY CONSTRUCTION  
PROJECTS

RULES AND REGULATIONS IMPLEMENTING ERIE COUNTY EXECUTIVE MARK C. POLONCARZ  
ORDER #18 SPECIFIC TO THOSE ERIE COUNTY CONSTRUCTION PROJECTS NOT  
INITIATED IN THE ERIE COUNTY DEPARTMENT OF ENVIRONMENT AND PLANNING  
DIVISION OF SEWERAGE MANAGEMENT

COUNTY OF ERIE EXECUTIVE ORDER #18 MONITORING AND REPORTS

FIRST SOURCE POLICY TARGETED ZIP CODES – ERIE COUNTY ZIP CODES WITH 20% POVERTY  
RATE OR HIGHER

**GENERAL CONDITIONS OF THE CONTRACT**

**SECTION 1 - DEFINITIONS**

- 1.01 CONTRACT DOCUMENTS - The Contract comprises all the documents listed in the Table of Contents of the Project Manual, including all additions, deletions and modifications incorporated therein before the execution of the Contract:
- A. Legal and Procedural Documents
  - B. General Conditions of the Contract
  - C. Supplementary General Conditions
  - D. Application for Payment
  - E. Detailed Specifications
  - F. Drawings
- 1.02 ARCHITECT / ENGINEER is the Architect, Architect / Engineer or Engineer named in the Contract Documents, or the representative duly authorized in writing to act for such Architect, Architect / Engineer or Engineer.
- 1.03 OWNER is the County of Erie. With respect to approval of the Contract Award, Change Orders and Final Payment, as well as the appropriation of funds therefore, the County Legislature shall be the Owner's representative. For Contract execution, the County Executive shall be the Owner's representative. In legal matters, the County Attorney shall be the County's representative. In all other matters, the County's representative shall be the Commissioner of Public Works, or in his absence, his duly authorized representative.
- 1.04 CONTRACTOR is the Contractor named in the Contract Documents.
- 1.05 SUBCONTRACTOR is any person, firm or corporation who has a direct contract with the Contractor and who acts for or in behalf of the Contractor in executing any part of the Contract, but does not include one who merely furnishes material or equipment.
- 1.06 PROPOSAL: The offer of a Bidder to perform the work described by the Contract Documents when made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.
- 1.07 PROPOSAL GUARANTY: The Bid Bond, which shall accompany each Proposal submitted by the Bidder, is a guarantee that the Bidder will enter into a contract with the Owner for the construction of the work if the contract is awarded to him.
- 1.08 PERFORMANCE LABOR AND MATERIAL PAYMENT BOND: The Owner's standard bond document and the only approved form of security to be submitted by the contractor and his surety as a guarantee to faithfully execute the work in accordance with the terms of the contract and to pay all amounts owed by him to all laborers, tradesmen and suppliers in connection with the work covered by his contract.
- 1.09 SURETY is the person, firm or corporation that executes the Contractor's Performance Bond.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- 1.10 PROJECT MANUAL shall mean the Legal and Procedural Documents, General Conditions of the Contract, together with the modifications thereof, and the Detailed Specifications, with all addenda thereto.
- 1.11 DRAWINGS are those enumerated in the contract documents.
- 1.12 WRITTEN NOTICE shall be considered as served when delivered in person or sent by registered or certified mail to the individual, firm or corporation or to the last business address of such known to him who serves the notice.
- A. Notice to Owner - All required notices to the Owner shall be delivered to the Erie County Department of Public Works – Office of the Commissioner, 14<sup>th</sup> Floor Rath Building, 95 Franklin Street, Buffalo, NY 14202.
- B. Change of Address - Each party shall advise the other parties to the Contract promptly as to any change in his business address until completion of the Contract.
- 1.13 ACT OF GOD means an earthquake, flood, tornado or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damaged to the work resulting there from.

**SECTION 2 - DRAWINGS, SPECIFICATIONS AND RELATED DATA**

- 2.01 INTENT OF DRAWINGS AND SPECIFICATIONS - The intent of the Drawings and Specifications is that the Contractor furnish all labor and materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. The Contractor shall do all the work shown on the Drawings and described in the Specifications and all incidental work considered necessary to complete the work included in the contract in a substantial and acceptable manner, and to fully complete the work or improvement, ready for use, occupancy and operation by the Owner.
- 2.02 CONFLICT - If there is conflicting variance between the Drawings and the Specifications, the provisions of the Specifications shall control. In case of conflict between the General Conditions of the Contract or any modifications thereof and the Detailed Specification Requirements, the Detailed Specification Requirements shall control.
- 2.03 DISCREPANCIES IN DRAWINGS - Any discrepancies found between the Drawings and Specifications and site conditions or any errors or omissions in the Drawings or Specifications shall be immediately reported to the Architect / Engineer , who shall promptly correct such error or omission in writing. Any work done by the Contractor after his discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.
- 2.04 DRAWINGS AND SPECIFICATIONS - The complete requirements of the work to be performed under the Contract shall be set forth in Drawings and Specifications to be supplied through the Architect / Engineer or by the Architect / Engineer as consultant to the Owner.
- 2.05 ADDITIONAL INSTRUCTIONS - Further instructions may be issued by the Architect / Engineer during the progress of the work by means of Drawings or otherwise to make more clear or specific the Drawings and Specifications or as may be necessary to explain or illustrate changes in the work to be done.
- 2.06 COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED - Except as provided for otherwise, all required copies of Drawings and Specifications necessary for the execution of the work shall be furnished to the Contractor without charge.



**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- 2.07 DRAWINGS AND SPECIFICATIONS AT JOB SITE - One complete set of all Drawings and Specifications shall be maintained at the job site and shall be available to the Architect / Engineer at all times.
- 2.08 OWNERSHIP OF DRAWINGS AND SPECIFICATIONS - Except as otherwise provided in the Owner's Contract with the Architect / Engineer, all original or duplicated Drawings and Specifications and other data prepared by the Architect / Engineer shall remain the property of the Owner and/or Architect / Engineer, and they shall not be reused on other work, but shall be returned upon completion of the work.
- 2.09 DIMENSIONS - Figured dimensions on the plans will be used in preference to scaling the Drawings. Where the work of the Contractor is affected by finish dimensions, these shall be determined by the Contractor at the site, and he shall assume the responsibility therefore.
- 2.10 MODELS - All models prepared for this work shall become the property of the Owner at the completion of the work.
- 2.11 SAMPLES - All samples called for in the Specifications or required by the Architect / Engineer shall be furnished by the Contractor and shall be submitted to the Architect / Engineer for his approval. Samples shall be furnished so as not to delay fabrication, allowing the Architect / Engineer reasonable time for the consideration of the samples submitted.
- A. Samples of Tests - Contractor shall furnish such samples of material as may be required for examination and test. All materials and workmanship shall be in accordance with approved samples. All samples of materials for tests shall be taken according to methods provided in the Specifications.
- 2.12 SHOP DRAWINGS – A schedule of shop drawings, setting data, and other manufacturer's data shall be submitted by the Contractor for approval of the Architect/Engineer. This schedule shall be coordinated with the project construction schedule and shall be submitted within 30 days after award of contracts.
- A. The shop drawings schedule should list the following information:
1. Description of items for which shop drawings and data shall be submitted.
  2. Approximate date for first submittal.
  3. Approximate number of calendar days required for fabrication and delivery after final approval.
  4. Number of copies each item for preliminary and final submittals.
- B. The Contractor shall be responsible for the accuracy, completeness, and suitability of the information furnished or shop drawings prepared by the subcontractors and vendors. The Contractor shall check and approve all shop drawings before they are submitted to the Architect/Engineer. Such approval shall be understood to indicate the Contractor's assurances that the items proposed by the drawings and data sheets are in accordance with the contract. Shop drawings shall include setting drawings, schedules, catalogs, brochures, manufacturer's data and other information required to evaluate and install.
- C. Shop drawings may be disapproved by the Architect/Engineer for the following reasons:
1. Drawing has not been approved by the Contractor.
  2. Drawings have been prepared without due regard for information and requirements called for or logically implied by the Contract Documents.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

3. The information is not sufficiently complete or accurate to verify that that the work represented is in accordance with the Contract Documents.
- D. Shop drawings and submitted data shall be graded by the Architect/Engineer as follows:
1. Reviewed
    - a. There shall be no correction marks on drawings.
    - b. The work may be fabricated.
  2. Make Noted Corrections
    - a. Corrections shall be of a minor nature.
    - b. The work may be fabricated at the Contractor's option, except where otherwise noted.
    - c. Corrected copies shall be submitted within a reasonable time for final approval.
    - d. Not Approved
  3. Rejected
    - a. Drawings are not acceptable.
  4. Revise and Re-submit
    - a. Drawings are basically correct, but due to the nature and/or extent of the corrections and/or revisions required, work shall not be fabricated.
  5. Submit Item Specified
    - a. Contractor shall submit item as specified in the specifications.
  6. The Architect / Engineer shall, within fourteen (14) days of the submittal of any shop drawings, return one copy to the contractor marked with all corrections and changes.
- E. The Architect/Engineer's approval of shop drawings is subject to the following conditions:
1. Approval does not authorize changes to contract requirements unless so stated in a separate letter or change order.
  2. The Contractor shall verify all dimensions.
  3. Checking and approval of shop drawings shall be only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Contractor shall be responsible for the dimensions to be confirmed and correlated at the jobsite; for all quantities, for information that pertains solely to the fabrication processes or to techniques or construction, and for coordination of the work of all trades.
- F. Shop drawings should generally provide the following information:
1. Job Title and Shop Drawing Number.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

2. Date of Drawing and Revisions.
3. Certification that drawing has been checked by Contractor and is in compliance with the Contract Documents.
4. Details of Fabrication, Assembly and Erection.
5. Materials Used.
6. Required Dimensions.
7. Details of connections of related work.
8. Designation of the other subcontractor, trade or Contractor who provides related work shown on drawings. If not shown, this information should be provided by the Contractor before the first submittal is transmitted to the Architect / Engineer.
9. Information relating to the capacities, controls and other specification data for items or equipment.
10. Schedule, where pertinent, information on finishes or protective coating, including color samples as required.

G. Distribution Procedure:

1. In general, all shop drawings and submittals shall be received by the Architect / Engineer under a covering transmittal memorandum from the Contractor.
2. Unless otherwise indicated, initial and subsequent submissions, except final submissions shall consist of one (1) reproducible transparency and two (2) prints. The two (2) prints will be retained by the Architect /Engineer and the reproducible transparency will be returned to the Contractor.
3. Submission of catalogs, brochures and other data, where reproducible transparencies are not feasible, shall consist of a minimum of four (4) copies, two (2) of which shall be retained and two (2) returned to the Contractor. Final submittal shall include extra copies as maybe be required by the Contractor.
4. The Contractor shall make all necessary corrections to conform to the corrections and changes requested by the Architect / Engineer.
5. When shop drawings are “approved “and so stamped, the Contractor shall then submit an additional three (3) copies to the Architect/ Engineer which will be retained.
6. The Contractor shall make a minimum distribution of “approved” copies as follows:
  7. One or more copies to the fabricator and /or manufacturer’s representative.
  8. One copy in the contractor’s office.
  9. One copy to file and keep in good condition at the site.

2.13 QUALITY OF EQUIPMENT AND MATERIALS - In order to establish standard of quality, the Architect / Engineer may, in the Detailed Specifications, refer to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable for performance, capacity and design.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- A. The Contractor shall furnish the complete list of proposed desired substitutions at the time of bidding, in the space provided on the Proposal Form, together with such engineering and catalog data as the Architect / Engineer may require.
- B. Substitutions
1. Requests for substitutions will be considered under the following time limitations and situations:
    - a. Not less than ten (10) calendar days before bids are due.
    - b. Work or equipment specified becomes unavailable through unforeseen events such as strikes, loss of manufacturers' plant through fire, flood or bankruptcy.
  2. Requested substitutions will be reviewed and adjudged. Failure of the Owner to raise objection shall not constitute a waiver of any of the requirements of the Contract Documents.
  3. Request for substitutions shall include complete data with drawings and samples as required, including the following:
    - a. Quality Comparison – Proposed substitution versus the specified product.
    - b. Changes required in other work because of the substitution.
    - c. Effect on the construction schedule.
    - d. Cost Data – Resulting from the proposed substitution versus the specified product. The Contractor shall certify that the cost data presented is complete and includes all related costs under this Contract.
  4. When proposing a substitution, the Contractor represents that:
    - a. They have investigated the proposed substitution and have determined that it is equal to or better than the product specified.
    - b. They will guarantee the substitution in the same manner as the product specified.
    - c. They will coordinate and make other changes as required in the work as a result of the substitution.
    - d. They waive all claims for additional costs as a result of the substitution, with the exception of those identified above under "cost data".
  5. The Owner will be sole judge of the acceptability of the proposed substitution.
  6. The Owner will have authority to approve or reject substitutions or to change the specified standards of quality. However, neither this authority to act under this provision nor any decision made in good faith, either to exercise or not to exercise this authority, shall give rise to any duty or responsibility of the Owner to the Contractor, any Subcontractor, any Sub-Subcontractor, any of their agents or employees, or any other persons performing the work or offering to perform the work.
- C. The Contractor shall abide by the Architect / Engineer's judgment when proposed substitute materials or items of equipment are judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the Contractor and not by sub-contractors, individual trades or material suppliers. The Architect / Engineer will approve or disapprove proposed substitutions in writing. No substitute materials or equipment shall be used unless approved in writing.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- 2.14 EQUIPMENT APPROVAL DATA - The Contractor shall furnish one copy of complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number and general type.
- A. This submission shall be compiled by the Contractor and approved by the Architect / Engineer before any of the equipment is ordered.
  - B. Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for easy reference.
  - C. After written approval, this submission shall become a part of the Contract, and may not be deviated from except upon written approval of the Architect / Engineer and Owner.
  - D. Catalog data for equipment approved by the Architect / Engineer does not in any case supersede the Architect / Engineer's Contract Documents. The approval of the Architect / Engineer shall not relieve the Contractor from responsibility for deviations from Drawings or Specifications, unless he has in writing called the Architect / Engineer's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in the items submitted. The Contractor shall check the work described by the catalog data with the Architect / Engineer's Contract Documents for deviations and errors.
  - E. It shall be the responsibility of the Contractor to insure that items to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Drawings and Specifications.
  - F. Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment to operate properly, and in harmony with the intent of the Drawings and Specifications, and to make all changes in the work required by the different arrangement of connections without extra cost to the Owner.
- 2.15 SURVEYS - Unless otherwise specified, the Owner shall establish all base lines for the location of the principal component parts of the work together with a suitable number of bench marks adjacent to the work. Based upon the information provided by the Owner, the Contractor shall develop and make all detail surveys necessary for construction, including slope stakes, batterboards, stakes for pile locations and other working points, lines and elevations. The Contractor shall have the responsibility to carefully preserve bench marks, reference points and stakes, and, in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.
- 2.16 RECORD DOCUMENT SUBMITTALS
- A. Record Drawings: Prior to acceptance by the Owner of all work covered by the contract each contractor shall furnish to the Architect/ Engineer project record documents as required under Division 1.
  - B. Operation and Maintenance Manuals: Prior to acceptance by the Owner of all work covered by the contract each contractor shall furnish to the Architect/ Engineer operation and maintenance manuals as required under Division 1.

**SECTION 3 - RELATIONS AMONG OWNER, CONTRACTOR AND ARCHITECT / ENGINEER**

- 3.01 ARCHITECT / ENGINEER 'S RESPONSIBILITY AND AUTHORITY - All work shall be done under the general administration of the Architect / Engineer. The Architect / Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate or progress of work, interpretation of Drawings and Specifications and all questions, other than legal questions, as to the acceptable fulfillment of the Contract on the part of the Contractor.
- 3.02 ARCHITECT / ENGINEER'S DECISIONS - All decisions of the Architect / Engineer concerning the intent of the drawings and specifications shall be final. No changes may be made in the drawings or specifications involving more or less quantities of materials, changes in the quality of materials or workmanship, or changes in design or in the amount of labor or machine time involved, regardless of whether or not a change in contract price is sought, until a request in writing has been submitted to the Owner for his approval and such approval has been granted.
- 3.03 SUSPENSION OF WORK - The Owner's representative and/or the Architect / Engineer shall have the authority to suspend the work, wholly or in part, for such periods as he may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the Contractor to carry out the provisions of the Contract or to supply materials meeting the requirements of the Specifications. The Contractor shall not suspend operation without the Owner's representative and/or the Architect / Engineer's permission.
- 3.04 INSPECTION OF WORK - All materials and each part or detail of the work shall be subject at all times to inspection by the Owner's representative and/or the Architect / Engineer, and the Contractor will be held strictly to the true intent of the Specifications in regard to quality of materials, workmanship, and the diligent execution of the Contract. Such inspection may include mill, plant, or shop inspection, and any material furnished under these Specifications is subject to such inspection. The Owner's representative and/or the Architect / Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.
- 3.05 EXAMINATION OF COMPLETE WORK - If the Architect / Engineer requests it, the Contractor at any time before acceptance of the work shall remove or uncover such portions of the finished work as maybe directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed shall be paid for as Extra Work, but should the work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the Contractor's expense.
- 3.06 CONTRACTOR'S SUPERINTENDENCE - The Contractor shall designate a qualified superintendent, acceptable to the Owner's representative and the Architect / Engineer, who shall be maintained on the project and give efficient supervision to the work until its completion. The superintendent shall have full authority to act in behalf of the Contractor, and all directions given to the superintendent shall be considered given to the Contractor. In general, the Architect / Engineer's instructions shall be confirmed in writing and always upon written request from the Contractor. The Contractor's superintendent or other authorized managerial level representative shall be required to attend all scheduled job meetings.
- 3.07 LANDS BY OWNER - The Owner shall provide the lands shown on the Drawings upon which the work under the Contract is to be performed and to be used for rights-of-way for access. Any unreasonable delay in furnishing these lands by the Owner shall be deemed proper cause for adjustment in the Contract Amount and/or in the time of completion.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- 3.08 LANDS BY CONTRACTOR - Any additional land and access thereto, not shown on the Drawings, that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine his apparatus and storage of materials and operation of his workmen to those areas described in the Drawings and Specifications and such additional areas which he may provide as approved by the Owner's representative and the Architect / Engineer.
- 3.09 PRIVATE PROPERTY - The Contractor shall not enter upon private property for any purpose without obtaining permission, and he shall be responsible for the preservation of all public property, trees, monuments, etc. along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.
- 3.10 ASSIGNMENT OF CONTRACT - The Contractor shall be bound by Section 109 of the General Municipal Law relating to the assignment of Public Contracts. The following extracts are directed to the attention of bidders:
- A. "Prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract."
  - B. "If any contractor, to whom any contract is let, granted or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, shall without the previous written consent specified in subdivision one of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract, to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case maybe, and such officer, board or agency shall be relieved and discharged from any and all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignees, transferees or sub lessees shall forfeit and lose all moneys, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of this state."
- 3.11 REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES - At the termination of this Contract, before acceptance of the work by the Architect / Engineer , the Contractor shall remove all of his equipment, tools and supplies from the property of the Owner. Should the Contractor fail to remove such equipment, tools and supplies, the Owner shall have the right to remove them.
- 3.12 SUSPENSION OF WORK BY OWNER - The work or any portion thereof may be suspended at any time by the Owner provided that he give the Contractor five (5) days' written notice of suspension, which shall set forth the date on which work is to be resumed.
- 3.13 OWNER'S RIGHT TO CORRECT DEFICIENCIES - Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) day's written notice to the Contractor and receipt of written approval from the Architect / Engineer, the Owner may, without prejudice to any other remedy he may have, correct such deficiencies.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- 3.14 OWNER'S RIGHT TO TERMINATE CONTRACT AND COMPLETE THE WORK - The Owner shall have the right to terminate the employment of the Contractor after giving ten (10) days' written notice of termination to the Contractor in the event of any default by the Contractor and upon receiving written notice from the Architect / Engineer certifying cause for such action. In the event of such termination, the Owner may take possession of the work and of all materials, tools and equipment thereon and may finish the work by whatever method and means he may select. It shall be considered a default by the Contractor whenever he shall:
- A. Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.
  - B. Disregard or violate important provisions of the Contract Documents or Architect / Engineer's Instructions, or fail to prosecute the work according to the agreed progress schedule, including extensions thereof.
  - C. Fail to provide a qualified superintendent, competent workmen or sub-contractors, or proper materials, or fail to make prompt payment therefore.
- 3.15 CONTRACTOR'S RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT - The Contractor may suspend work or terminate Contract upon ten (10) days' written notice to the Owner and the Architect / Engineer, if an order of any court, or other public authority causes the work to be stopped or suspended for a period of ninety (90) days through no act or fault of the Contractor or his employees.
- 3.16 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 Architect / Engineer to secure the completion of the various portions of the work in general harmony.
- 3.17 SEPARATE CONTRACTS - The Owner may let other contracts in connection with the work of the Contractor. The Contractor shall cooperate with other Contractors with regard to storage of materials and execution of their work. It shall be the Contractor's responsibility to inspect all work by other Contractors affecting their work and to report to the Architect / Engineer any irregularities which will not permit them to complete their work in a satisfactory manner. Their failure to notify the Architect / Engineer of such irregularities shall indicate the work of other Contractors has been satisfactorily completed to receive their work. The Contractor shall not be responsible for defects of which he could not have known, which develop in the work of others after the work is completed. It shall be the responsibility of the Contractor to measure the completed work in place and report to the Architect / Engineer immediately any difference between completed work by others and the Drawings.

It is the responsibility of each Prime Contractor under separate contracts associated with the same project to coordinate the activities of their respective subcontractors and the work between other prime contracts that affects their scope of work in a cooperative manner to prevent delays and/ or additional costs to the extent practical. It will be the responsibility of the Architect/ Engineer in conjunction with the Owner to evaluate delays and/or additional costs should they arise. Owner reserves the right to withhold payment per Section 7.05 as deemed necessary.

- 3.18 CONTRACTORS OWN WORKFORCE – The Contractor shall perform with their own workforce contract work amounting to not less that 25 percent of the original total contract price, except those items designated by the County as “Specialty Items” so performed shall be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with their own workforce.
- A. “Their own workforce” shall be construed to include only worker’s employed and paid directly by the Contractor and equipment owned or rented by the Contractor, with or without operators.



**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

B. "Specialty Items" shall be construed to be limited to work that requires specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the contract as a whole and, in general, are to be limited to minor components of the overall contract.

The following list of "Specialty Items" are work items which require special skills and comprise work which is not relevant to the general type of construction contained in this contract:

**NONE**

CONTRACTOR'S OWN WORKFORCE

(This form must be submitted with the Contractor's bid proposal)

Pursuant to Section 3.18 – Contractor's Own Workforce, of the General Conditions, the Contractor submitting a bid proposal acknowledges that they will perform a minimum of 25% of the work with their own workforce as follows:

Task	Value of Work
Total Value of Workforce	
Percentage of Total Bid	%

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- 3.19 SUBCONTRACTS - Within 48 hours (not counting Saturdays, Sundays or holidays) after the time of bidding, the Contractor shall submit in writing to the Owner for approval by the Architect / Engineer the names of the sub-contractors proposed for the work. After such approval, sub-contractors may not be changed except at the request of, or with the approval of the Architect / Engineer. The Contractor is responsible to the Owner for the acts and omissions of his sub-contractors, and of their direct and indirect employees, to the same extent as he is responsible for the acts and omissions of his employees. The Contract Documents shall not be construed as creating any contractual relation between any sub-contractor and the Owner. The Contractor shall bind every sub-contractor by the terms of the Contract Documents.
- A. For convenience of reference and to facilitate the letting of Contracts and sub-contracts, the Specifications are separated into titled sections. Such separations shall not, however, operate to make the Architect / Engineer an arbiter to establish limits to the contracts between Contractor and sub-contractors.
- 3.20 WORK DURING AN EMERGENCY - The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases he shall notify the Architect / Engineer of the emergency as soon as practicable, but he shall not wait for instructions before proceeding to properly protect both life and property.
- 3.21 ORAL AGREEMENTS - No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

**SECTION 4 - MATERIALS AND WORKMANSHIP**

- 4.01 MATERIALS FURNISHED BY THE CONTRACTOR - All materials sold to the Owner and/or used in the work shall meet the requirements of the respective Specifications, and no material shall be used until it has been approved by the Architect / Engineer. All materials not otherwise specifically indicated shall be furnished by the Contractor.
- 4.02 MATERIALS FURNISHED BY THE OWNER - Materials specifically indicated shall be furnished by the Owner. The fact that the Owner is to furnish material is conclusive evidence of its acceptability for the purpose intended, and the Contractor may continue to use it until otherwise directed. If the Contractor discovers any defect in material furnished by the Owner, he shall notify the Architect / Engineer. Unless otherwise noted or specifically stated, materials furnished by the Owner, which are not of local occurrence, are considered to be f.o.b. the nearest railroad station. The Contractor shall be prepared to unload and properly protect all such material from damage or loss. The Contractor shall be responsible for material loss or damage after receipt of material at the point of delivery.
- 4.03 STORAGE OF MATERIALS - Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Request for payment of offsite storage shall be in accordance with Section 7.02.c.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- 4.04 CHARACTER OF WORKMEN - The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any sub-contractor or persons employed by sub-contractors. All workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foreman or workman employed by the Contractor or sub-contractor who, in the opinion of the Architect / Engineer, does not perform his work in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Architect / Engineer, be discharged immediately and shall not be employed again in any portion of the work without the approval of the Architect / Engineer.
- 4.05 REJECTED WORK AND MATERIALS - All materials which do not conform to the requirements of the Contract Documents, are not equal to samples approved by the Architect / Engineer, or are in any way unsatisfactory or unsuited to the purposes for which they are intended, shall be rejected. Any defective work whether the result of poor workmanship, use of defective materials, damaged through carelessness or any other cause shall be removed within ten (10) days after written notice is given by the Architect / Engineer, and the work shall be re-executed by the Contractor. The fact that the Architect / Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.
- A. Should the Contractor fail to remove rejected work or materials within ten (10) days after written notice to do so, the Owner may remove them and may store the materials.
- B. Correction of Faulty Work after Final Payment shall be in accordance with Paragraph 7.18.
- 4.06 MANUFACTURER'S DIRECTIONS - Manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer unless herein specified to the contrary.
- 4.07 CUTTING AND PATCHING - The Contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the Drawings and Specifications to complete the structure. He shall restore all such cut or patched work as directed by the Architect / Engineer. Cutting of existing structure that shall endanger the work, adjacent property, workmen or the public, shall not be done unless approved by the Architect / Engineer and under his direction.
- 4.08 CLEANING UP - The Contractor shall remove from the Owner's property, and from all public and private property, all temporary structures, rubbish and waste materials resulting from his operation or caused by his employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade. If all materials described above related to a contractor's scope of work are not removed in a timely manner, the contractor will be issued a written notice of unsatisfactory demobilization / cleanup which shall be addressed within 24 hours. If satisfactory corrective action is not completed within 24 hours the County shall have the situation remedied as deemed necessary by the County and the contractor shall be responsible for the costs through a withhold of retention and/or invoice to the contractor equaling the cost to clean up the construction site.
- 4.09 GUARANTY PERIOD - The Contractor shall warrant all materials and equipment furnished and all work performed by him for a period of two (2) years, or for such longer period as may be specified in the Detailed Specifications, from the date of written acceptance of the work or "Notice of Substantial Completion". (Note: The warranty period, in regard to any facilities or portions thereof which are essentially completed and have been accepted for use and occupancy by the Owner shall commence with the date of the "Notice of Substantial Completion".)
- A. Correction of Faulty Work after Final Payment shall be as provided in Paragraph 7.18, except that where a period longer than two years is specified in the Detailed Specifications, such longer period shall apply.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- B. As a condition precedent to final payment, the Contractor shall execute a guaranty in the form provided by the Architect / Engineer warranting the work under his contract free from defects of materials and workmanship and agreeing to replace at his expense any materials or equipment found defective within the two years after final acceptance by the Owner, and to replace any other work found unsatisfactory because of settlement or displacement within such longer period as may be specified in the Detailed Specifications, and to do such replacing or corrective work at such times and in such manner as not to interfere with the Owner's use of the premises.

**SECTION 5 - INSURANCE, BONDS, SAFETY, ETC.**

- 5.01 INSURANCES REQUIRED - Insurance shall be procured by the successful bidder before commencing work, no later than seven (7) days after notice of an award and maintained without interruption for the duration of the contract, in the kinds and amounts specified below.

	<u>Each Occurrence</u>	<u>Aggregate</u>
A. Commercial General Liability Premises and Operations	\$1,000,000	\$2,000,000
▪ Products and Completed Operations	\$2,000,000	
▪ Independent Contractors	Not Excluded or Limited	
▪ Contractual	Not Excluded or Limited	
▪ Broad Form Property Damage	Not Excluded or Limited	
▪ X,C,U	Not Excluded or Limited	
B. Automobile Liability, including	\$1,000,000 CSL	
▪ Owner		
▪ Hired		
▪ Non-Owned		
C. Excess Umbrella Liability		\$5,000,000
D. Worker's Compensation	Statutory (IC-1, Section IX)	
E. New York Disability	Statutory (IC-1, Section IX)	
F. Builders' Risk-All Risk. The policy is required. The Prime Contractors shall procure and maintain Insurance against loss by fire, extended coverage, vandalism and malicious mischief upon all work in place and all materials and equipment stored on and off the building site. This insurance shall be in an amount equal to the full insurable value at all times and shall be for the benefit of the Owner and each Prime Contractor, as their interest might appear. The Policy must carry the County of Erie as the named insured.		

5.02 CERTIFICATES OF INSURANCE

- A. Shall be made to the "County of Erie"  
95 Franklin Street, Buffalo, New York, 14202.
- B. Coverage must comply with all requirements of "Instructions for County of Erie Standard Insurance Certificate" page IC-1 of this Project Manual.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- C. Executed by an insurance company and/or agency or broker which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- D. All policies in which the County of Erie is named as an additional insured shall provide that:
- E. "The insurance company or companies issuing the policies shall have no recourse against the County of Erie for payment of any premiums or for assessments under any form of policy."
- F. "The insurance shall apply separately to each insured (except with respect to the limit of liability)."
- G. During the term of this Agreement, the Contractor agrees to maintain insurance coverage consistent with the insurance requirements attached hereto. Contractor agrees to name the "County of Erie" as an additional insured on all such insurance policies, and to provide to the County Attorney certificate(s) of insurance evidencing such insurance coverage prior to the commencement of any work on the Project. All insurance certificates shall be subject to approval by the office of the County Attorney.

5.03 PERFORMANCE, LABOR AND MATERIAL PAYMENT BOND - The Contractor shall furnish, as required elsewhere in the General Conditions. A Performance, Labor and Material Payment Bond in a sum equal to the Contract amount, including change order values. The form of such bond shall be the Owner's Standard Performance, Labor and Material Payment Bond which is exhibited elsewhere in the Project Manual. The bond shall be written with a Surety Company licensed or otherwise authorized to do business in the State of New York.

The Performance Bond shall be submitted by the successor bidder no later than 7 days after notice of an award.

5.04 PATENTS AND ROYALTIES - If any design, device, material or process covered by letters, patent or copyright is used by the Contractor, he shall provide for such use by legal agreement with the Owner of the patent or a duly authorized licensee of such owner, and shall save harmless the Owner from any and all loss or expense on account thereof, including its use by the Owner.

5.05 PERMITS - All permits and licenses necessary for the prosecution of the work shall be secured by the Contractor as required and/or as directed by the Architect/ Engineer as described within the Project Documents.

The Contractor shall apply for and obtain a Building Permit from the Department of Public Works prior to the start of the work. The Contractor shall also submit proof of NYS Worker's Compensation and NYS Disability Benefit's Insurance on forms as prescribed by NYS. No work shall be started until the County has issued a valid Building Permit to the Contractor. Building in violation of a valid Building Permit is cause for the County to issue a Stop Work Order. The Contractor will not be required to submit stamped drawings as part of the application process. Building Permit Forms are included in Appendix B.

5.06 LAWS TO BE OBSERVED - The Contractor shall give all notices and comply with all Federal, State and Local Laws, Ordinances and Regulations in any manner affecting the conduct of the work, and all such order and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner against any claim or liability arising from or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- 5.07 PROTECTION OF PROJECT AND PUBLIC - The Contractor shall provide adequate signs, barricades, flashing and/or red lights and take all necessary precautions for the safety of the public and the protection of the work against loss or damage. All barricades and obstructions shall be protected at night by signal lights which shall be kept burning or flashing from sunset to sunrise. Barricades shall be of substantial construction and shall be so painted or coated as to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades or detours exist. The Contractor shall inform himself as to conditions likely to be applicable to the site and shall, in any case, provide such watchmen, guards, watchdogs or other services as appear necessary to protect the work and workmen from damage or injury from vandalism, malicious mischief or other hazard.
- 5.08 TRAFFIC SAFETY AND CONVENIENCE - The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and to minimize inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Architect/Engineer. No road or street shall be closed to the public except with the permission of the Architect/Engineer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches, which shall not be obstructed except as approved by the Architect/Engineer under conditions assuring satisfactory detour and/or by-pass facilities.
- 5.09 CROSSING UTILITIES - When new construction crosses highways, railroads, streets or utilities under the jurisdiction of State, County, City or other public agency, public utility or private entity, the Contractor shall secure written permission from the proper authority before executing such new construction. A copy of this written permission must be filed with the Owner before any work is done. The Contractor will be required to furnish a release from the proper authority before final acceptance of the work.
- 5.10 SANITARY PROVISIONS - The Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his subcontractors as may be necessary to comply with the requirements and regulations of the local and State departments of health and as directed by the Architect/Engineer.

**SECTION 6 - PROGRESS AND COMPLETION OF WORK**

- 6.01 NOTICE TO PROCEED - Following authorization of the Contract by the Owner, written Notice to Proceed with the work shall be given to the Contractor. The Contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (unless otherwise directed in writing by the Owner) with such labor force as to secure the completion of the work within the time stated in the Proposal.
- 6.02 LAYING OUT WORK
- A. The Contractor shall, immediately upon entering the project site for the purpose of beginning work, locate all general reference points and take such action as is necessary to prevent their destruction. He shall lay out his own work and be responsible for all lines, elevations and measurements of structures, grading, paving, utilities and other work executed by him under the Contract. He must exercise proper precaution to verify figures shown on drawings before laying out work and will be held responsible for any error resulting from his failure to exercise such precaution.
- B. The Contractor shall be responsible for correlation of all work.
- 6.03 METHODS OF MATERIALS
- A. If alternate methods or materials from those specified are accepted and approved by the Owner, the Contractor shall be responsible for the equivalent operation and performance, and the proper installation in the space designated of the substituted material or system.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- B. When job conditions require reasonable changes in indicated locations and arrangements, such changes shall be made without extra cost to the Owner.
- 6.04 CONTRACT TIME - The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the Agreement, commencing with the date of Notice to Proceed.
- 6.05 PROGRESS SCHEDULE
- A. The Contractor shall prepare a progress schedule to indicate the proposed progress of work. The progress schedule shall be in the form of a bar graph or other approved method.
- B. The progress schedule shall be submitted to the Owner for application of work sequencing approval within fourteen (14) days of Notice to Proceed.
- 6.06 CHANGES IN THE WORK - The Owner may, as the need arises, order changes in the work through additions, deletions, or modifications without invalidating the Contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change, and shall be specified in a written Change Order approved by the Owner on recommendation by the Architect / Engineer.
- 6.07 EXTRA WORK - New and unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a Contract price shall be classed as Extra Work. The Contractor shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated upon written Change Order by the Owner on recommendation by the Architect / Engineer. Materials to be incorporated into the project shall be sold to the Owner separately and apart from the furnishing of work, labor and other items required for the construction of the project in the same manner and with the same effect as if specified in the Bid Documents. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Specifications where applicable and work not covered by the Specifications or special provisions shall be done in accordance with the best practice as approved by the Architect / Engineer. Extra Work required in an emergency to protect life and property shall be performed by the Contractor as required.
- 6.08 EXTENSION OF CONTRACT TIME - A delay beyond the Contractor's control occasioned by an Act of God, or act or omission on the part of the Owner by strikes, lockouts, fire, etc. may entitle the Contractor to an extension of time in which to complete the work as determined by the Architect / Engineer, provided, however, that the Contractor shall immediately give written notice to the Architect / Engineer of the cause of such delay. If an extension of time is granted, the approved Progress Schedule shall be updated and a change order issued covering the extension of time. The Contractor's signature on the change order shall signify the Contractor's acceptance of the updated Progress Schedule.
- 6.09 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 that 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 completion of uncompleted work or causes refinishing of completed work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Owner and Contractor may agree.
- 6.10 EXISTING UTILITIES - The operation of existing active utilities, including gas, water, sewer, electric and telephone lines, shall not be disturbed except as required to connect new utilities thereto.
- 6.11 SITE CONDITIONS - The Contractor shall maintain the site so as to avoid unhealthful, hazardous and noisome conditions. He shall maintain excavations free of the accumulation of excess water.

- 6.12 PREVENTION OF DELAY - The Contractor agrees that there will be no interruption in the performance of the work under this agreement due to labor strife or unrest. The Contractor and his subcontractors will not employ on the work, any labor, materials or means whose employment or utilization during the course of this contract may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of work or similar troubles by workmen employed by the Contractor or his subcontractors or by any of the trades working in or about the buildings and premises where work is being performed under this contract, or by other contractors or their subcontractors pursuant to other contracts, or on any other building or premises owned or operated by the County of Erie. Any violation by the Contractor of this requirement will be considered proper and sufficient cause for the County, through the Department of Public Works – Office of the Commissioner to consider such interruption a breach of the agreement and to cancel the contract without any penalty to the County, and to recover any damages from the Contractor that may have been caused by labor strife and unrest.

## **SECTION 7 - MEASUREMENT AND PAYMENT**

- 7.01 DETAILED BREAKDOWN OF CONTRACT AMOUNT - Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall within ten (10) days of receipt of Notice to Proceed submit a complete breakdown of the Contract Amount showing the value assigned to the materials sold to the Owner for, and separately, the labor and other costs assigned to each part of the work, including any allowances as part of the base bid. Upon approval of the breakdown of the Contract Amount by the Architect / Engineer, it shall be used as the basis for all Requests for Payment.

Allowances and any future approved change orders shall be shown on the request for payment worksheets as separate line items. Request for payment worksheet can be found in specification Section 011500 – Application For Payment.

### 7.02 REQUESTS FOR PAYMENT

- A. The Contractor may submit periodically, but not more than once a month, a Request for Payment for work done. The Contractor shall furnish the Architect / Engineer all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. Each Request for Payment shall be computed on all items listed in the Detailed Breakdown of Contract Amount, less 5% to be retained until substantial completion and acceptance of the work and less previous payments. See Specification Section 011500 'Application for Payment' for additional information
- B. Upon the issuance of a letter of substantial completion by the Owner, the Contractor shall prepare a detailed listing of all items of work or corrections yet to be performed on the project with monetary value assigned to each. He shall forward said list to the Architect/Engineer and the Owner, who may modify such list at their discretion. The Owner reserves the sole right to reduce the retention previously withheld to any amount equal to two times the value of the outstanding work items and corrections yet to be performed with monetary values assigned to each as determined by the Owner, and an amount necessary to satisfy any claims, liens, or judgments against the Contractor which have not been suitably discharged. As the remaining items of work are satisfactorily completed or corrected, the Owner shall promptly pay, upon receipt of a requisition, for these items less amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. Where unit prices are specified, the Request for Payment shall be based on the quantities expended.
- C. For purposes of monitoring the payment progress, the Contractor shall submit a detailed breakdown on a proper County form indicating items of work and separately listing labor and material cost for each item.



**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- D. The Owner will make payments for stored materials at off-site locations provided said materials are suitably stored (a) in public warehouses, or (b) at the contractor's place of business or other location approved by the Owner, in which case the materials shall be segregated and have affixed to them in prominent locations placards stating "this material is the property of the County of Erie". All materials to be considered for payment shall be stored within a 100 mile radius of the County of Erie. The materials shall be completely covered by insurance. The required insurance shall be an all-risk policy, in an amount equal to the full insurable value at all times and shall be for the benefit of the County of Erie (named insured). In addition to the necessary insurance, a notarized affidavit shall be provided at the time of request for payment, indicating the location of the stored material. The Owner shall have the right of access to inspect the material at any time during normal working hours. All other appropriate insurance requirements and procedures as stipulated in Section 5 of the Erie County General Conditions shall apply.

7.03 ARCHITECT / ENGINEER'S ACTION ON A REQUEST FOR PAYMENT - Within ten (10) days of submission of any Request for Payment by the Contractor, the Architect / Engineer shall:

- A. Approve the Request for Payment as submitted; or
- B. Approve such other amount as he shall decide is due the Contractor, informing the Contractor in writing for his reasons for approving the amended amount; or
- C. Withhold the Request for Payment, informing the Contractor in writing of his reasons for withholding it.

7.04 OWNER'S ACTION ON AN APPROVED REQUEST FOR PAYMENT - Within forty-five days (45) from the date of approval of a Request for Payment by the Architect / Engineer, the Owner shall:

- A. Pay the Request for Payment as approved, or
- B. Pay such other amount in accordance with Paragraph 7.05 as he shall decide is due the Contractor, informing the Contractor and the Architect / Engineer in writing of his reasons for paying the amended amount; or
- C. Withhold payment in accordance with paragraph 7.05, informing the Contractor and the Architect / Engineer of his reasons for withholding payment.

7.05 OWNER'S RIGHT TO WITHHOLD PAYMENT OF AN APPROVED REQUEST FOR PAYMENT - The Owner may withhold payment in whole or in part on an approved Request for Payment to the extent necessary to protect himself from loss on account of any of the following causes discovered subsequent to approval of a Request for Payment by the Architect / Engineer :

- A. Defective work.
- B. Evidence indicating the probable filing of claims by other parties against the Contractor.
- C. Failure of the Contractor to make payments to sub-contractors, material suppliers and suppliers of labor.
- D. Damage to another contractor.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- E. Lack of progress of work for by a contractor that affects the progress of work of other contractors under a separate contract related to the same project. The County reserves the right to withhold payment until work has progressed to a satisfactory manner and/or to compensate other contractors under separate contracts related to any project delays. This would include but not be limited to; labor, materials and equipment associated with any necessary rework, compensation for extended completion of work duration, extended schedule of work, mobilization/ remobilization of other prime contractors.

The above does not include unforeseen work and/or unforeseen conditions that add time and/or costs to the project that is unavoidable by contractors.

7.06 RESPONSIBILITY OF THE CONTRACTOR - Unless specifically noted otherwise, the Contractor shall furnish and pay for all materials and services and perform all the work described by the Contract Documents, or shall have all materials and services furnished and all the work, performed at his expense. It shall also be the Contractor's responsibility to pay for:

- A. Replacement of survey benchmarks, reference points and stakes provided by the Owner under Paragraph 2.15.
- B. Lands by Contractor provided in accordance with Paragraph 3.08.
- C. Insurance obtained in accordance with Paragraph 5.01.
- D. Fire Insurance obtained in accordance with Paragraph 5.01.
- E. Performance Labor and Material Payment Bond obtained in accordance with Paragraph 5.04.
- F. Royalties required under Paragraph 5.05.
- G. Permits and Licenses required of the Contractor and all subcontractors.
- H. All applicable taxes and fees, including sales and compensating use taxes except sales and compensating use taxes of the State of New York and of cities and counties of the State, on all materials sold to the Owner under this Contract.

7.07 PAYMENT FOR UNCORRECTED WORK - Should the Architect / Engineer direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the uncorrected work.

7.08 PAYMENT FOR REJECTED WORK AND MATERIALS - The removal of work and materials rejected under Paragraph 4.05 and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of the replacement of work of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

- A. Removal of rejected work or materials and storage of materials by the Owner in accordance with Paragraph 4.05 shall be paid by the Contractor within thirty (30) days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after ten (10) days' written notice being given by the Owner of his intent to sell the materials, the Owner may sell the materials at auction or at private sale and shall pay to the Contractor the net proceeds there from after deducting all the costs and expenses that should have been borne by the Contractor.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- 7.09 PAYMENT FOR EXTRA OR OMITTED WORK - The Contractor after receiving instructions to submit a proposal for Extra Work or for the Omission of Work shall within ten (10) days, except in an emergency endangering life and/or property, furnish the Architect / Engineer with a Change Order Proposal for transmittal to the Owner. The Contractor shall also submit to the Architect / Engineer an itemized sheet or sheets showing the labor, and separately, the materials to be sold to the Owner involved in the Change Order, together with (1) a maximum mark-up for overhead and profit of 15% on the sum of the aforementioned where the work is to be performed solely by the Contractor, or (2) a maximum mark-up for overhead and profit of 10% by a sub-contractor where the work is to be performed by the sub-contractor with a 5% maximum mark-up by the contractor on the total sub-contractor cost proposal. The Architect / Engineer shall promptly review the change order proposal and forward it to the Owner, together with his recommendations. The addition to or deduction from the contract amount shall be a sum for the materials sold to the Owner and a separate sum for labor and other costs, based on the Contractor's proposal, approved by the Architect / Engineer and accepted by the Owner.

The County is due a credit or a reduction in the total contract amount for omitted work that was originally included in the scope of work; whether it was included in the base bid or by an increase contract amendment (change order). The work previously agreed upon that is not performed by the contractor will result in a decrease contract amendment (credit change order) at a negotiated price between the design consultant (if applicable), The County and contractor.

If the decrease contract amendment is in relation to a previously approved change order, the Overhead and Profit percentages as described above will still apply to the portion of said change order that is being credited. If the credit change order is related to work removed from the original base scope of work associated with the Project at the direction of the Owner, a reasonable Overhead and Profit (O&P) percentage is to be included as part of the change order. It is understood that the Contractor submits bid proposal price at their discretion and therefore the O&P percentage will be proposed by the Contractor and negotiated or approved by the Owner and/or Architect/ Engineer.

- 7.10 PAYMENT FOR WORK SUSPENDED BY THE OWNER - If the work or any part thereof shall be suspended by the Owner, the Contractor will then be entitled to payment for the cost of all work done on the portions so abandoned, but such payment shall not exceed the value of such portion of the work as established under Paragraph 7.01.
- 7.11 PAYMENT FOR WORK BY THE OWNER - The cost of the work performed by the Owner in removing construction equipment, tools and supplies in accordance with Paragraph 3.11 and in correcting deficiencies in accordance with Paragraph 3.13 shall be paid by the Contractor.
- 7.12 PAYMENT FOR WORK BY THE OWNER FOLLOWING HIS TERMINATION OF THE CONTRACT - Upon termination of the Contract by the Owner in accordance with Paragraph 3.14, no further payments shall be due the Contractor until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work, including all overhead cost, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner, and approved by the Architect / Engineer.
- 7.13 PAYMENT FOR WORK TERMINATED- Upon suspension of the work or termination of the Contract by the Owner, the Contractor shall recover payment from the Owner for the work performed as negotiated with the owner. See Section 7.09 above for additional information.
- 7.14 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS - Samples furnished in accordance with Paragraph 2.11 shall be furnished by the Contractor at his expense.
- A. Testing of samples and materials furnished in accordance with Paragraph 2.11 shall be arranged and paid for by the Owner unless otherwise specified in the detailed specifications.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- 7.15 RELEASE OF LIENS - The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid.
- 7.16 ACCEPTANCE AND FINAL PAYMENT - When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, the Architect / Engineer shall certify his acceptance to the Owner and his approval of the Contractor's final Request for Payment, which shall be the Contract Amount plus all approved additions less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, following which the Owner shall accept the work and release the Contractor except as to the conditions of the Performance Bond, any legal rights of the Owner, required guarantees, and Correction of Faulty Work after Final Payment, and shall authorize payment of the Contractor's final Request for Payment. The Contractor must allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Architect / Engineer to assemble and check the necessary data.
- 7.17 TERMINATION OF CONTRACTOR'S RESPONSIBILITY - The Contract will be considered complete when all work has been finished, the final inspection made by the Architect / Engineer, and the project accepted in writing by the Owner. The Contractor's responsibility shall then cease, except as set forth in his Performance Bond, as required by the Guaranty Period in accordance with Paragraph 4.09, and as provided in Paragraph 7.18.
- 7.18 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT - The approval of the final Request for Payment by the Architect / Engineer and the making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Owner shall promptly give notice of faulty materials or workmanship and the Contractor shall promptly replace any such defects discovered within two years from the date of written acceptance of the work, or within such longer period as may be incorporated in the Detailed Specification Requirements. The Architect / Engineer shall decide all questions arising under this paragraph.

**SECTION 8 - WAGES AND LABOR CONDITIONS**

- 8.01 WORKING HOURS - No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
- 8.02 WAGE RATES AND SUPPLEMENTS - Each laborer, workman or mechanic, employed by the Contractor, subcontractor or other person about or upon such public work, shall be paid not less than the prevailing rates of wages and shall be provided supplements not less than the prevailing supplements, as determined by the Industrial Commissioner of the State of New York (see "Information for Bidders").
- 8.03 DISCRIMINATION
- A. In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor, subcontractor nor any 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, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color or national origin;

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- C. There may be deducted from the amount payable to the Contractor by the County of Erie 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 County of Erie 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; and
- E. The aforesaid provisions of this section covering every contract for or on behalf of the County of Erie for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- F. General Regulation No. 1 as issued by the State Commission Against Discrimination states: "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 Against Discrimination indicating the substantive provision of 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."
- G. Provision of the State Law Against Discrimination also prohibits discrimination in employment because of age.

8.04 EQUAL EMPLOYMENT OPPORTUNITY

In the performance of work under Erie County Contracts or any subcontract, no Contractor, subcontractor, nor any person acting on behalf of such Contractor, or subcontractor, in their employment practices, shall by reason of race, color, national origin, sex, age, religion, marital status, or disability discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. Reference Title VI of the Civil Rights Act of 1964 (42 USC 200d).

Executive Order 11245, 30 Federal Regulation 12319 (1965) (Equal Opportunity Clause)

During the performance of Erie County contracts, the Contractor agrees:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age, religion, marital status, or disability. The Contractor will take affirmative action to ensure the applicants are employed and employees are treated during employment, without regard to their race, color, national origin, sex, age, religion, marital status, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor agrees to appoint an Equal Employment Opportunity (EEO) officer whose function will be to assure that said Contractor participates fully and effectively in the County of Erie Affirmative Action Program in compliance with the requirements of the County of Erie Contract.
- C. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the EEO officer setting forth the provisions of this non-discrimination clause.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- D. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, sex, age, religion, marital status, or disability.
- E. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the organization EEO officer, advising the labor union or workers' representative of the Contractor's commitment under Executive Order No. 11246 on September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- F. The Contractor will file, by the fifteenth day of each month with the EEO office and the Contracting Agency, a monthly manpower utilization report of his work force on the Erie County project for the preceding month, broken down by racial groups, craft status, and job classification and including (a) the number of minority workers he has secured and (b) the type of On-the-Job Training he has provided on the Erie County project, the classification of said minority participants (apprentices, journeymen, and trainees), the specific crafts in which they have received training, and the number of hours they have worked.
- G. The Monthly Manpower Utilization Report shall be attached to every Request for Payment Application. Payment Requests will not be reviewed unless the manpower utilization report is attached.
- H. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and all relevant rules, regulations, and orders of an Erie County Contract and the Erie County Affirmative Action Program.
- I. In the event of the Contractor's non-compliance with the nondiscrimination clauses of an Erie County Contract or with any such rules, regulations, or orders that contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Erie County contracts in accordance with the procedures authorized in Executive Order No. 11246 or as otherwise provided by law.
- J. The Contractor will include the provisions of paragraphs a. through i. in every subcontract or purchase order unless specifically exempted by the rules, regulations, or orders, of an Erie County contractual agreement, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Contracting Agency may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with any subcontractor or vendor as a result of such direction by the Contracting Agency, the Contractor may request the County of Erie to enter into such litigations to protect the interests of the County of Erie.

8.05 MONITORING

- A. The EEO Office has the responsibility of administering the Monitoring Program for the County of Erie and its Affirmative Action Program. During the monitoring of an organization, the EEO Office shall receive the full cooperation of the Contracting Agency in dealing with organizations needing remedial actions.
- B. The objective of the County of Erie's Monitoring Program is a systematic review, by the EEO Office, of the Contractor's performance in meeting the goals of minority utilization at each level of his work force. There will be two basic results from the County of Erie's monitoring process:

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- C. Acceptable achievement or progress, according to the program for construction contracts on County of Erie projects, toward the County of Erie's goal of 13.2% minority manpower utilization, and in addition, the County of Erie's goal for the utilization of women in the area of construction shall be in accordance with the U.S. Department of Labor's goal of 6.9%.
  - 1. Insufficient progress toward goals according to the program; if an organization is found to be unwilling to correct deficiencies after a recommended non-compliance investigation, the County of Erie may:
    - a. Summon the Contractor to a hearing
    - b. Withhold progress payments in part or in full
    - c. Cancel the Contract
    - d. Bar the award of future contracts until the Contractor can demonstrate that he will comply
- D. The County of Erie's Monitoring Program will consist of both Off-Site and On-site monitoring.
- E. Off-Site monitoring program shall consist of Monthly Employment Utilization reports submitted via LCPtracker. Due to the regular turnover of the work force of a construction Contractor and because of Federal Compliance reporting requirements, all Contractors and subcontractors must submit these monthly reports to the Erie County EEO Office and the Contracting Agency. These reports will state an employee's EEO identification trade, classification, hours worked, and the percentage of completion for each County of Erie project for each reporting month.
- F. On-Site monitoring, for the purpose of verifying these monthly reports, will be dependent on but not limited to:
  - 1. The compliance status of each Contractor for each County of Erie construction project.
  - 2. Length of the contract, subcontract, or grant and its percentage of completion.
  - 3. Size of the labor force of the organization.
  - 4. Degree of employment opportunity the County of Erie contract, subcontract, or grant will offer to minority workers.
  - 5. Past record of affirmative action achievement of the organization.
  - 6. Past record of affirmative action compliance performance under the EEO Office.
- G. The EEO Office will have an ongoing Master File, dealing with each Contractor or subcontractor for each County of Erie construction project participated in for reference of the past performance of each Contractor.
- H. In the event any deficiencies are found during an Off-Site or On-Site analysis, organization officials shall receive a summary of these deficiencies and the audits made for each reporting month. Any violations found will be fully explained and discussed with the Contractor or subcontractor. During discussions with the EEO Office and the Contracting Agency, alternative solutions to particular problems will be explored. At this time, attempts will be made to obtain the Contractor's agreement to take action by specified dates and a duplicate copy of the agreement will be sent to the Contractor or subcontractor.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

8.06 COUNTY OF ERIE MINORITY AND WOMEN'S BUSINESS ENTERPRISE COMMITMENT  
Minority/Women's Business & Service-Disabled Veteran Owned Business Utilization Commitment:

- A. Erie County's Minority and Women's Business Utilization Local Law. No. 6, 1987 requires all prime contractors awarded construction contracts let by the County of Erie to exemplify Affirmative Action and subcontract to minority and women's business enterprises MBE/WBE.
1. For the purpose of these regulations, the term "Minority Business Enterprise" refers to a business at least fifty-one percent (51%) of which is owned and controlled by minority group members. Minority group members are citizens of the United States who are Blacks, Hispanics, Asian Americans, American Indians, Eskimos and Aleuts. MBE's must be certified by the Erie County and/or the Erie County City of Buffalo Joint Certification Committee.
  2. For the purpose of these regulations the term "Women's Business Enterprise" refers to a business at least fifty-one percent (51%) of which is owned and controlled by women. WBE's must be certified by Erie County and/or the Erie County/City of Buffalo Joint Certification Committee.
  3. For the purpose of these regulations, the term "Service-Disabled Veteran Owned Business" (SDVOB) refers to a business that is a certified service-disabled veteran-owned business under the New York State Service-Disabled Veteran-Owned Business Act.
  4. Be it further understood that in order for a Minority and/or Women's Business to be certified as such by Erie County and/or the Erie County City of Buffalo Joint Certification Committee and the proposed business is incorporated, that the MBE/WBE must own and control 51% of the stock authorized to be issued by the corporation. Such authorization is made in the Certificate of Incorporation.
  5. The County of Erie has determined that a goal of six percent (6%) of the total contract value represents a fair share of SDVOB utilization, ten percent (10%) of the total contract value represents a fair share of minority business utilization and two percent (2%) of the total contract value represents a fair share of women's business utilization on each construction contract awarded.
  6. This local law requires that positive efforts be made by recipients of Erie County construction contracts to utilize service-disabled veteran owned business as well as minority and women owned business sources for supplies, services and professional services, allowing these sources the maximum feasible opportunity to compete for contracts, subcontracts and third-tier contracts to be performed.
  7. All prime contractors awarded Erie County contracts estimated to exceed \$100,000 are to take positive steps "to afford fair opportunities to SDVOB, MBE's and WBE's". Positive steps shall include but not be limited to:
    - a. Utilizing a source list of bona fide service-disabled veteran owned business, minority and women's business enterprises.
    - b. Solicitations of bids from SDVOB's, MBE's and WBE's particularly of those located in Erie, Niagara, Cattaraugus and Chautauqua Counties.
    - c. Giving service-disabled, minority and women firms' sufficient time to submit proposals in response to solicitations.



**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- d. Maintaining records showing minority and women's business enterprises and specific efforts to identify and award contracts to these companies.
  - e. Each contractor bidding on a County of Erie Contract is to contact SDVOB's, MBE's and WBE's and solicit bids for various aspects of each project. The contractor is to supply the County MBE/WBE office with information regarding contracts for services and products with minority and women's business enterprises and the dollar amount of each contract on the Minority Business Utilization Report.
8. Where the SDVOB, MBE or WBE is a supplier, a credit of one hundred percent (100%) of the dollar value of the subcontract between the SDVOB, MBE or WBE and the Contractor shall be awarded toward the fulfillment of the appropriate goal.
  9. For purposes of this Section, a SDVOB, MBE or a WBE will be considered a supplier when it:
    - a. Assumes actual and contractual responsibility to furnish supplies and/or materials and is the manufacturer of those supplies and/or materials; or
    - b. Is recognized by the manufacturer involved as a distributor of its supplies and/or materials; and
    - c. Owns or leases a warehouse, yard, building or other facility which is necessary and customary to carry out the purported function of the business; and
    - d. Distributes, delivers and services the supplies and/or materials with its' own staff.
  10. Where an SDVOB, MBE or WBE performs a sales function, which is customarily performed as a distinct and necessary part of the supply process, a credit of twenty-five percent (25%) of the dollar value of the subcontract between the MBE or WBE, the Contractor will be awarded toward the fulfillment of the appropriate goal.
  11. Where the SDVOB, MBE or WBE performs a function or service which is commercially unnecessary, such as acting as a passive conduit in the supply process of duplicating a service provided by others in the same chain of supply from manufacturer to purchaser, no credit will be granted toward the appropriate goal.
  12. The qualifications set forth in subsections, above of this Action shall be certified by the Erie County Equal Employment Opportunity Office.
  13. All bidders shall submit a properly executed SDVOB/Minority/Women Business Enterprise Utilization Report Part A with their bid proposal at the time of bid.
  14. In the event of a joint venture participating in this SDVOB and/or MBE/WBE Program, the Joint Venture Disclosure Affidavit must be submitted with the Minority/Women Business Enterprise Utilization - Prime Contractor Affidavit. Only to the extent that a minority and/or women's business enterprise contributes to and is paid for its participation in a Joint Venture will that dollar amount be credited towards the 10% and/or 2% respectively goal of minority/women's participation in the County of Erie MBE/WBE Program.
  15. SDVOB's, MBE's and WBE's must be certified before their participation may be credited toward the respective 6%, 10% and 2% goal. Where the proposed MBE and/or WBE are not certified by Erie County or the Erie County/City of Buffalo Joint Certification Committee, the appropriate Certification Disclosure Affidavit must be filed with the appropriate Erie County/City of Buffalo Department. Forms and lists of certified MBE's/WBE's may be obtained by calling 858-7542.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

16. Should a bidder conclude that they would be unable to satisfy the SDVOB and/ or the MBE/WBE goal, the bidder shall submit a properly executed applicable Waiver Request Form with their bid proposal. Waivers shall be granted only where the availability of SDVOB's, MBE's and/or WBE's in the market area of the project is less than the respective 6%, 10% and 2% goals.
17. Sufficient information must be provided on the SDVOB, Minority and/or Women's Business Enterprise Utilization Waiver Request to ascertain whether a waiver should be approved, conditionally approved or rejected by the Department of Public Works on the advice of the EEO Office.
18. A waiver approval limits the contractor's obligation to solicit SDVOB's, MBE's and/or WBE's for a particular project only. It does not relieve the contractor of MBE/WBE utilization for any other County of Erie project on which he submits a bid.
19. Conditional approval of the waiver request makes it necessary for the contractor to continue soliciting SDVOB's, MBE's and/or WBE's for contracting purposes, after he has been declared the low bidder.
20. A MBE/WBE Utilization Waiver Request will be rejected if the contractor:
  - a. Fails to provide information on the SDVOB, Minority and/or Women's Business Enterprise Utilization Report at the time of the Bid opening.
  - b. Provides fraudulent information on the SDVOB or MBE/WBE reports.
  - c. Fails to make an honest good faith effort to recruit a contractor with SDVOB or MBE's/WBE's.  
  
or
  - d. Takes any other action which is contrary to the spirit and intent of the law.
21. The information provided on the SDVOB/MBE/WBE Waiver Request and the SDVOB/MBE/WBE Utilization Report will be considered concurrently to determine if a waiver should be approved, conditionally approved or rejected.
22. The successful low bidder shall submit to the Erie County SDVOB/MBE/WBE Office within 15 business days of the bid opening, a schedule for service-disabled veteran owned business and minority/women's business enterprise participation as applicable, listing the business enterprise with whom the contractor intends to subcontract, specifying the agreed price to be paid for such work, and identifying in detail the contract item(s) or parts to be performed by each business enterprise.
23. A letter of intent to enter into a subcontract or purchase agreement, contingent upon contract award, indicating the agreed upon price and scope of work, shall be provided, signed by both the contractor and the SDVOB/MBE/WBE business enterprise. The prime contractor shall not substitute or delete the listed service-disabled veteran owned business minority and/or women's business enterprise without the written consent of Erie County.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

24. In the event that the SDVOB/MBE/WBE goal for the contract is not met, the contractor shall provide sufficient documentation to establish that every positive effort was made to identify, solicit and negotiate with SDVOB, MBE's and WBE's in pursuit of the goal. Such documentation includes, but is not limited to advertisement in minority-focus media, written contact with minority contractors' associations and community groups and copies of direct solicitation of individual minority businesses indicating sufficient time to prepare quotations. Where an SDVOB/MBE/WBE is rejected due to price, the contractor shall provide documentation of the successful bidder's price along with evidence showing the work to be performed in the same, and not a reduced portion thereof.
25. The contractor shall provide to the Erie County EEO Office copies of all subcontracts and/or purchase agreements with minority/women's business enterprise within 15 days of contract award. A Notice to Proceed with construction shall not be issued until acceptable documentation is received.
26. Upon completion of the work, the contractor shall provide a properly executed SDVOB/Minority/Women Business Enterprise Utilization Report – Part A-Part D, certifying the total dollar amounts expended to the MBE's & WBE's subcontracted with. This report and all cancelled checks necessary to verify certification are to be submitted to the Erie County EEO Office, prior to final payment request.
27. In the event a contractor fails to comply with these provisions, Erie County may:
  - a. Summon the contractor to a hearing.
  - b. Withhold progress payments in part or in full.
  - c. Cancel the contract.
  - d. Bar award of future contracts until the contractor can demonstrate that he will comply.
28. It is, hereby, the County of Erie's commitment to assure that on all contracts awarded, prime contractors expend a fair share of the contract with bona fide Minority and Women Owned business enterprises in accordance with the goals set forth in the Minority Business Utilization Local Law, No. 1, 1987.
29. It is, hereby, the County of Erie's commitment to assure that on all contracts awarded, prime contractors expend a fair share of the contract with bona fide Service-Disabled Veteran Owned Business enterprises in accordance with the goals set forth in the fide Service-Disabled Veteran Owned Business Utilization Local Law, No. 3, 2023.
30. Failure to comply with the provisions of the law shall constitute a break of contract subject to all remedies available to Erie County.
31. The Prime Contractor and all Service-Disabled Veteran Owned Business, Minority and Women Owned Business subcontractors are bound by all requirements as put forth in the County of Erie Standard General Conditions and all modifications thereto contained in these Contract Specifications.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

8.07 COUNTY OF ERIE EXECUTIVE ORDER #13 "PAY EQUITY CERTIFICATION ON COUNTY CONTRACTS"

- A. During the term of this Contract, the agency shall comply with Executive Order 13 (2014), and the Agency shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the agency, its offices and facilities, for the purpose of verifying information supplies in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order No. 13 (2014). Violation of the provisions of Executive Order 13 (2014) which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.
1. Refer to Appendix C for the Erie County Executive Order #13 and Equal Pay Certification Form.
  2. The Equal Pay Certification Form shall be submitted with the bid proposal.

8.08 COUNTY OF ERIE EXECUTIVE ORDER #18 "FIRST SOURCE HIRING POLICY FOR COUNTY CONSTRUCTION PROJECTS"

- A. During the term of this Contract, Erie County Executive Order No. 18 (2017) may apply. Violation of the provisions of Executive Order 13 (2014) which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.
1. Refer to Appendix D of the General Conditions for the Erie County Executive Order #18, Rules and Regulations, Erie County Local and Disadvantaged Worker Compliance Certification, County of Erie Executive Order #18 Monitoring and Reports, and First Source Policy Targeted Zip Codes.
    - a. First Source Policy Targeted Zip Codes are provided for information only and subject to change.
    - b. Be advised that the Contractor will be required to provide monthly reports demonstrating good faith effort to meet the required work force goals using LCPtracker web-based software.
  2. The Erie County Executive Order #18 Attestation and Statement of Workforce shall be submitted with the bid proposal.
- B. Requirements of Executive Order No.18 are as shown in Appendix D of the General Conditions and are summarized below. It should be noted that Executive Order No. 18 does not apply to work hours performed by individuals residing outside of New York State per the language of the Executive Order.
- a. 100% of the workforce must be from New York State's 8 Western Counties.
  - b. 70% of the workforce must be from County of Erie.
  - c. 30% of the workforce must be from the identified zip codes included in Appendix D and/or one of the following qualifying disadvantaged status as described below
    - i. Area Medium Income
    - ii. Released from prison in last 10 years
    - iii. Participated in Temporary Assistance for Needy Families Program
    - iv. Participated in Supplemental Nutritional Assistance Program
    - v. Was unemployed for a least 12 consecutive months.

**SECTION 9 – ACCOUNTABILITY**

- 9.01 The Contractor shall be fully accountable for his 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.
- 9.02 It shall be the contractor's responsibility for providing and maintaining daily sign-in books for all persons on the project site including; employees, visitors or otherwise at all times during the duration of the project until the project has been completed. Copies of the sign in books are to be provided to the Owner if requested.
- 9.03 The Electrical Contractor (or General Contractor when there is no associated Electrical Contract associated with a given Project) will be responsible to replace all existing smoke detectors within the construction work area with heat detectors, when applicable, at the direction of the Owner.
- 9.04 It is the Contractor's responsibility to perform all work in accordance with the Occupational Safety and Health Administration (OSHA) rules and requirements. All contractors are to ensure that all employees assigned to the Project as defined within the Project Documents, have been OSHA 10 certified. Proof of certification to be uploaded to the LCPtracker software system.
- 9.05 Contractor to ensure that at least one (1) approved fire extinguisher device is on the contraction site at all times. Additional fire extinguishers to be provided at the locations, as applicable, as follows:
- At each stairway on all floor levels where combustible materials have accumulated.
  - In every storage and construction shed.
  - Additional portable fire extinguishers shall be provided where special hazards exist, such as the storage and use of flammable and combustible liquids

**SECTION 10 - THE ERIE COUNTY WORKFORCE DEVELOPMENT AND DIVERSIFICATION NEW YORK  
STATE CERTIFIED WORKER TRAINING PROGRAM**

- 10.01 County of Erie Local Law No. 3-2018

**COUNTY OF ERIE  
LOCAL LAW INTRO NO. 3 - 2018**

A LOCAL LAW in relation to a requirement for New York State Certified Worker Training Programs by contractors and subcontractors under construction contracts, as defined herein, with the County of Erie.

**BE IT ENACTED BY THE ERIE COUNTY LEGISLATURE AS FOLLOWS:**

Section 1. Legislative Intent.

The Erie County Legislature hereby finds, declares and determines that:

- A. New York Labor Law Section 816-b specifically authorizes this Local Law.
- B. There has been a long and productive history of partnership between labor and management in the training of workers in New York State.
- C. New York State Certified Worker Training Programs are valuable educational and training tools for the local workforce by reducing reliance on out-of-area labor for construction projects.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- D. New York State Certified Worker Training Programs provide opportunities to residents in this area through training and education for skilled jobs.
- E. These skilled jobs allow us to reinvest our taxpayer dollars spent on local construction projects so that local workers and local tax dollars remain within the local community.
- F. It would be valuable to encourage labor and business/industry to participate in New York State Certified Worker Training Programs to meet the increased need for trade persons while providing residents the means to earn a better living and fostering the local and regional economies.
- G. It is valuable for local government to encourage broad participation in such New York State Certified Worker Training Programs by the residents of Erie County and to foster the equal opportunity of men and women of all races and backgrounds to participate in order to enhance workforce development and diversification, and to prevent exclusionary practices which have historically excluded women and minorities.
- H. The New York State Department of Labor sets objective standards and provides oversight for New York State Certified Worker Training Programs. These Programs are important because they require on-the-job training and classroom training, and provide objective industry standards. In effect these programs lead to a standardized, cost effective and skilled local workforce.
- I. Nothing in this Local Law should be read to abrogate the duty of Erie County with respect to its MBE/WBE requirements.

Section 2. Short Title.

This Local Law shall be known as "The Erie County Workforce Development and Diversification New York State Certified Worker Training Program."

Section 3. Definitions.

- A. "New York State Certified Worker Training Program" shall mean: a state registered and regulated apprenticeship program through the New York State Department of Labor that has been approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law, that includes the following standards:
  - i. An organized, written plan in place that embodies the terms and conditions of employment, and the training and supervision of one or more workers;
  - ii. A schedule of wages to be paid to the worker consistent with the skills required and approved by the New York State Department of Labor;
  - iii. Equal opportunity and affirmative action plans;
  - iv. Workforce development and diversification goals to ensure that the contractor will diligently work toward a minority workforce goal of 30% minority and female participation combined in project personnel including trades people, trainees, journeymen, apprentices and supervisory staff;
  - v. A minimum of ten percent (10%) of the total construction workers. Trades people, trainees, journeymen, and apprentices employed at any given time on a particular project by any and all contractors or subcontractors must be consist of persons participating in a New York State Certified Worker Training Program.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- vi. In all cases, such Certified Apprenticeship Training Program must be specific to the type and scope of work which is being performed and must have a graduation rate of at least thirty percent (30%) as determined by the New York State Department of Labor.
- B. "Commissioner" shall mean the Commissioner of the Erie County Department of Public Works.
- C. "Construction contract" shall mean projects with a value in excess of \$250,000 where Erie County is a direct or indirect party to the contract which includes more than an incidental amount of construction type activity intended to benefit the public, including all work which is necessary, incidental or connected with the execution of the contract which is performed by construction workers. A public entity need not be party to the construction contract. A construction contract includes: projects that Erie County funds directly, projects that Erie County funds indirectly by providing funds to a separate entity to perform the construction type activity; privately financed construction projects specifically built with the intent of leasing them to any Department of Erie County government; and construction projects built under Erie County's direction and later paid for with Erie County funds.
- D. "Construction subcontract" shall mean any subcontract between a contractor who has a construction contract as defined in Section 3, subdivision C above.
- E. "Contractor" or "subcontractor" shall mean a contractor or subcontractor that directly employs construction workers, as defined below, under a construction contract or construction subcontract, as defined herein, for which a New York State Certified Worker Training Program is required.
- F. "Construction worker" shall mean an individual directly involved in the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise providing for any building, facility, roads, highways, bridges, or physical structure of any kind, but does not include professional services employees or those construction workers for which a New York State Certified Worker Training Program does not exist.

Section 4. Requirements.

- A. Any contractor, prior to entering into a construction contract as set forth in section 3 (C) above, or any subcontractor entering into a construction subcontract with a contractor who has a construction contract with the County of Erie is required to have in place and provide written proof of same at the time of bid a New York State Certified Worker Training Program, either internally to the contractor or subcontractor and/or through an organization servicing several contractors or subcontractors, appropriate for the type and scope of work to be performed.
- B. Any contractor or subcontractor, as defined herein, shall strive to meet the minimum workforce development and diversification goals set forth in section 3(A) (iv) above. Such contractors and/or subcontractors shall provide the Commissioner or designated compliance officer with the following:
  - i. A monthly workforce census and such other employment and/or payroll records necessary to verify an attempt to achieve the workforce development and diversification goals set forth in Section 3(A)(iv) above.
  - ii. Access to and cooperation with the project compliance officer to review records on-site and/or at worksite premises to validate attempts to achieve the workforce development and diversification goals set forth in Section 3(A)(iv) above.
  - iii. With bid submission, a statement committing to providing apprenticeship training opportunities to workers, as well as details of workforce diversification recruiting program directed at attracting candidates to fill positions to meet the minimum workforce development and diversification goals set forth in Section 3(A)(iv) above.

Section 5. Rules & Regulations.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

As of the date this Local Law becomes effective, the Commissioner of the Erie County Department of Public Works shall promulgate such rules and regulations that are lawful, necessary and appropriate to implement, enforce or otherwise carry out the purposes of this Local Law, provided that the Legislature, by simple majority, has not voted to disapprove such rule or regulation within sixty (60) days from the Commissioner's written notice to the Legislature that such rule or regulation has been promulgated.

**Section 6. Equal Employment Monitoring.**

There shall be an Independent Monitor to report on the compliance of each County contractor and subcontractor with this Local Law's workforce development and diversification goals. The Commissioner of DPW shall develop regulations that provide for the compensation of the Independent Monitor.

The Monitor shall monitor and review every facet of construction to report what percentage of the goals that are established for minority and female participation are met or exceeded. The Monitor shall report to the Equal Employment Opportunity Office on the compliance of each contractor and subcontractor with the workforce development and diversification goals.

The Monitor shall file monthly reports with the Equal Employment Opportunity Office regarding the actual workforce development and diversification goals, including reporting all instances of non-compliance; make appropriate recommendations to the Equal Employment Opportunity Office when non-compliance is evident with supportive documentation; develop a database of the workforce of each contractor and subcontractor to provide a visual format of each contractor's workforce, both monthly and year-to-date cumulative totals on each construction contract.

**Section 7. Compliance.**

The Director of Erie County Division of Equal Employment shall ensure that all contractors and subcontractors entering into a construction contract as it is defined herein, maintain records which prove that each construction worker as it is defined herein, signs in and out at the beginning and end of each day, listing next to his or her name his or her craft, and status as journeyman or apprentice, if applicable.

**Section 8. Penalties.**

Violation of any provision of this Local Law shall constitute cause, grounds or other legal justification for termination of any contractual agreement with any contractor or subcontractor engaged in a construction contract or construction subcontract with the County, in accordance with County and state laws, rules and regulations governing the termination of such contractual agreements.

**Section 9. Severability.**

If any clause, sentence, paragraph, subdivision, section or part of this Local Law or the application thereof, to any person, individual, corporation, firm, partnership, entity or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional such order of judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this Local Law or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such judgment or order shall be rendered.

**Section 10. Applicability.**

This Local Law shall apply to construction contracts advertised for bids on or after the effective date with the following condition:



**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

Apprenticeship agreements currently in place as of the effective date of this Local Law which are still in probationary status or apprenticeship agreements which were in probationary status during the period preceding the specific trade's program length as set forth in the New York State Prevailing Wage Schedule, shall be exempt from the 30% apprenticeship graduation requirement specified in Section 3 (A) (vi) for the period measured from the date the apprenticeship program is registered with the New York State Department of Labor plus the specific trade's program length plus two years.

Section 11. Effective Dates.

This Local Law shall take effect 30 days after the filing with the Secretary of State, in accordance with Section 27 of the New York State Municipal Home Rule Law.

SPONSORS: PATRICK BURKE  
APRIL N.M. BASKIN  
JOHN BRUSSO

10.02 Rules and Regulations Adopted by the Erie County Commissioner of Public Works Regarding Local Law No. 3-2018

**RULES AND REGULATIONS ADOPTED BY THE  
ERIE COUNTY COMMISSIONER OF PUBLIC WORKS  
REGARDING:  
COUNTY OF ERIE  
LOCAL LAW NO. 3-2018**

A LOCAL LAW in relation to a requirement for New York State Certified Worker Training Programs by contractors and subcontractors under construction contracts, as defined herein, with the County of Erie.

Pursuant to Section 5 of Erie County Local Law No. 3-2018, "the Commissioner of the Erie County Department of Public Works shall promulgate such rules and regulations that are lawful, necessary and appropriate to implement, enforce or otherwise carry out the purposes of this Local Law..." Such rules and regulations are as follows:

**1. Definitions.**

"Bidders" – an individual or entity which submits a formal Bid for a Construction Contract, as hereinafter defined.

"Bids" – formal bids submitted for a Construction Contract, as hereinafter defined, in accordance with New York General Municipal Law.

"Commissioner" – Erie County Commissioner of Public Works

"Construction Contract" – a contract for a Project which includes more than an incidental amount of construction-type activity performed by persons in trades or careers for which there exists an NYSCATP, as hereinafter defined.

"Contracting Agency" – a department, division, board, agency or office of the County, an entity undertaking a Project that Erie County funds indirectly, or an entity undertaking a Project with the specific intent of leasing the completed Project to the County, which solicits and receives Bids for a Construction Contract.

"Local Law" – Erie County Local Law 3-2018

"Monitoring Agency" – the Erie County Equal Employment Opportunity Office

"New York State Certified Apprentice Training Program" or "NYSCATP" - a state registered and regulated apprenticeship program(s) approved by the Commissioner of the New York State Department of Labor in accordance with Article 23 of the Labor Law and the Rules and Regulations thereto.

"Prime Contractor" – the party with whom the Contracting Agency contracts with on a Project.

"Project" – the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise of any building, facility, roads, highways, bridges, or physical structure of any kind, estimated by the Contracting Agency as having a cost to complete in excess of \$250,000, for which the County is a direct or indirect party to a Construction Contract. Projects include those: that Erie County funds directly, either in whole or in part; that Erie County funds indirectly, either in whole or in part, by providing funds to a separate entity to perform the construction-type activity; privately financed construction projects specifically built with the intent of leasing the completed project to Erie County; and construction projects built under Erie County's direction and later paid for with Erie County funds.

"Rules" – these rules and regulations promulgated by the Commissioner pursuant to the Local Law.

"Subcontractor" – A subcontractor to a Prime Contractor.

“Workforce” – the total worker hours anticipated on the Construction Contract to be undertaken by workers in careers or trades for which there exists an NYSCATP.

**2. Rules and Regulations.**

- A. Each Contracting Agency shall include in its bid specifications provisions for the implementation of the Local Law and these Rules. Bids shall demonstrate a Bidder’s ability to comply with the Local Law and these Rules and in the event that Bidder is a successful Prime Contractor on a Construction Contract.
- B. Bidder shall submit as part of the Bid a copy of the certification of approval of the NYSCATP by the New York State Department of Labor which will be used by the Bidder in connection with the Construction Contract. Such NYSCATP shall be a NYSCATP registered by the NYS Commissioner of Labor which will be utilized by the Bidder on the Construction Contract by the Bidder as a Prime Contractor or by the Bidder’s Subcontractor(s).
- C. As part of its’ Bid, Bidder shall provide a written plan demonstrating how apprentices will be utilized by the Bidder as Prime Contractor or by Subcontractor(s) to the Bidder as Prime Contractor. Such plan shall include at a minimum, but not be limited to the following:
  - i. An organized, written plan in place that embodies the terms and conditions of employment, training and supervision of one or more apprentices;
  - ii. A schedule of wages to be paid to the apprentices consistent with the skills required and approved by the New York State Department of Labor;
  - iii. Equal employment opportunity and affirmative action plans.
  - iv. Demonstration that ten percent (10%) of the Workforce of the Prime Contractor (inclusive of the workforce utilized by any Subcontractor(s) to the Bidder) shall consist of persons participating in New York State Certified Apprentice Training Programs.
- D. In the alternative Bidder may provide a statement as to the inapplicability of apprenticeship participation on the Prime Contract and the related subcontracts due to the lack of career opportunities in NYSCATP approved by New York State Department of Labor Commissioner or that the magnitude of the Construction Contract would make use of apprentices impracticable. In the event that Bidder provides a statement that there is a lack of such career opportunities or the use of apprentices on the Construction Contract is impracticable, said Bidder may not be deemed non-responsive by virtue of the submission of such a statement, as determined by the Monitoring Agency. Applicability of this section will be viewed within the total Workforce of each Prime Contract and not as a function of each subcontract of the Construction Contract as a whole.
- E. As part of its’ Bid, Bidder shall provide affirmation of its commitment toward acceptable achievement or progress towards the County of Erie workforce development and diversification goal in all construction contracts of thirty percent (30%) minority and female participation combined in project personnel including trades people, trainees, journeymen, apprentices and supervisory staff.
- F. Contracting Agency may determine prior to the advertisement of bids for the Project or prior to the award of Bids that the nature of the Construction Contract does not provide an adequate opportunity for the use of NYSCATP for such reasons including, but not limited to, that:
  - i. 75% or more of the value of the Construction Contract involves material, equipment and/or supplies;  
or

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- ii. There is a lack of NYSCATP approved by the Department of Labor for at least 75% of the work hours anticipated to be spent on construction-type activity involved in the Construction Contract; or
  - iii. The Construction Contract is in response to an emergency condition; or
  - iv. The Project is estimated to cost less than \$250,000 or the Bid amount is less than \$250,000; or
  - v. None of the bids received were from Bidders who had an NYSTACP.
- G. All Bids shall be reviewed by the Monitoring Agency within 10 business days of delivery of the Bids by the Contracting Agency to the Monitoring Agency. A Contracting Agency shall not reject any Bid as being non-responsive to the requirements of the Local Law and these Rules, unless the Monitoring Agency, within 10 business days of receipt of Bids from the Contracting Agency, provides the Contracting Agency with a written report recommending non-responsiveness of the Bidder and the reasons therefore. Determination of a Bidder's compliance with the Local Law and these Rules shall be the responsibility of the Monitoring Agency.
- H. The Contracting Agency is permitted to require within the Bid specifications for a Project, a reasonable fee for the Prime Contractor to hire an independent monitor to review and report on the diversification goals of the Local Law

**3. Effect**

These Rules and Regulations shall become effective immediately. No Rule or Regulation promulgated herein shall be disapproved by the Erie County Legislature unless and until such time as the public, following 10 days advertised notice, is given the opportunity to comment upon such rule or regulation.

**APPENDIX "A"**  
**EQUAL EMPLOYMENT OPPORTUNITY FORMS**

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER

BID DATE: \_\_\_\_\_

TODAY'S DATE: \_\_\_\_\_

**ERIE COUNTY MINORITY/WOMEN BUSINESS ENTERPRISE & SERVICE-DISABLED  
VETERAN-OWNED BUSINESS UTILIZATION REPORT- PART A**

COMPANY: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

I. List actions taken to identify, solicit, and contact Minority Business Enterprise (MBE), Women Business Enterprise (WBE) & Service-Disabled Veteran-Owned Business (SDVOB) to bid on subcontracts for this project.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

II. List all bona-fide Minority/Women Business Enterprise & Service-Disabled Veteran-Owned Businesses, sub-contractors, suppliers, professional personnel, solicited, contracted, or presently negotiating a contract in accordance with the minority business utilization goal set forth by the County of Erie.

MBE/WMB/SDVOB OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
---------------------------	-----------------	--------------------	---------------------	-------------------	--------------------------------

NAME: \_\_\_\_\_

YES

ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

NO

IRS #: \_\_\_\_\_

COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER

MBE/WMB/SDVOB OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
---------------------------	-----------------	--------------------	---------------------	-------------------	--------------------------------

NAME: \_\_\_\_\_

YES

ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

NO

IRS #: \_\_\_\_\_

MBE/WMB/SDVOB OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
---------------------------	-----------------	--------------------	---------------------	-------------------	--------------------------------

NAME: \_\_\_\_\_

YES

ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

NO

IRS #: \_\_\_\_\_

MBE/WMB/SDVOB OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
---------------------------	-----------------	--------------------	---------------------	-------------------	--------------------------------

NAME: \_\_\_\_\_

YES

ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

NO

IRS #: \_\_\_\_\_

MBE/WMB/SDVOB OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
---------------------------	-----------------	--------------------	---------------------	-------------------	--------------------------------

NAME: \_\_\_\_\_

YES

ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

NO

IRS #: \_\_\_\_\_



COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER

III. Assistance offered by contractor to MBE's/WBE's/SDVOB's as to bonding, union requirements obtaining work capital, etc.

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_

IV. Total Dollar Amount to be subcontracted to:

Minority Business Enterprise(s). \$ \_\_\_\_\_  
Women Business Enterprise(s). (if applicable) \$ \_\_\_\_\_  
Service-Disabled Veteran-Owned Business(es). \$ \_\_\_\_\_

V. Total Amount of Bid \$ \_\_\_\_\_

VI. MBE Percent (%) of project bid: (EC goal is 10%) \_\_\_\_\_ %  
WBE Percent (%) of project bid: (EC goal is 2%) \_\_\_\_\_ %  
SDVOB Percent (%) of project bid: (EC goal is 6%) \_\_\_\_\_ %

VII. YOU MUST ATTACH COPIES OF RELEVANT CORRESPONDENCE AND DOCUMENTS, INCLUDING RETURN RECEIPTS UPON LOW BIDDER STATUS TO EEO.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

VIII. CONTRACTOR'S DESIGNATED EQUAL OPPORTUNITY OFFICER (EEO)

\_\_\_\_\_  
NAME DATE

**COUNTY OF ERIE MINORITY/WOMEN BUSINESS ENTERPRISE  
& SERVICE-DISABLED VETERAN-OWNED BUSINESS UTILIZATION REPORT PART – B**

Certificate of Expenditures at 30% Completion of Project

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

I. List all bona-fide minority/women business enterprises & Service-Disabled Veteran-Owned Business, subcontractors, suppliers, professional personnel, or joint venture firms, with whom you have entered into a binding agreement in accordance with the MWBE/SDVOB Business Utilization Goal set forth by the County of Erie. Include (minority trucking) firms that will be utilized and include an estimated dollar amount. The information must be submitted to the County of Erie when the project is 30% complete.

MBE/WBE/SDVOB OWNED FIRMS (SEE REVERSE SIDE IF MORE SPACE IS NEEDED)	TYPE OF WORK	DATE CONTRACT EXECUTED	TOTAL EXPENDED TO DATE	ESTIMATED AMOUNT REMAINING
--	-----------------	---------------------------	---------------------------	----------------------------------

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
IRS #: \_\_\_\_\_

MBE/WBE/SDVOB OWNED FIRMS (SEE REVERSE SIDE IF MORE SPACE IS NEEDED)	TYPE OF WORK	DATE CONTRACT EXECUTED	TOTAL EXPENDED TO DATE	ESTIMATED AMOUNT REMAINING
--	-----------------	---------------------------	---------------------------	----------------------------------

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
IRS #: \_\_\_\_\_

Erie County reserves the right to require documentation including, but not limited to, cancelled checks to verify these amounts.

II. Total Dollar Amount To Be Subcontracted To:

Minority Business Enterprise(s). \$ \_\_\_\_\_

Women Business Enterprise(s). (if applicable) \$ \_\_\_\_\_

Service-Disabled Veteran-Owned Business(s). \$ \_\_\_\_\_

III. Total Amount Expended To Date: \$ \_\_\_\_\_

OFFICE OF THE COMMISSIONER

- IV. Total Amount of Bid: \$ \_\_\_\_\_
- V. MBE Percent (%) of project bid: \_\_\_\_\_ %
- WBE Percent (%) of project bid: \_\_\_\_\_ %
- SDVOB Percent (%) of project bid: \_\_\_\_\_ %

I, \_\_\_\_\_

As an official representative of \_\_\_\_\_

do hereby certify that the information listed above is correct and complete.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

**MINORITY/WOMEN BUSINESS ENTERPRISE & SERVICE-DISABLED VETERAN-OWNED  
BUSINESS UTILIZATION REPORT – PART C CERTIFICATION OF EXPENDITURES TO MBEs/WBEs**

(To Be Completed by the Prime Contractor and submitted at the 75% payment level.)

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

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

MBE / WBE	PART B CONTRACT AMOUNT OR ESTIMATE	TOTAL EXPENDED TO DATE	ESTIMATED AMOUNT REMAINING
MBE's			
WBE's			
SDVOB's			

Erie County Reserves the right to require documentation, including, but not limited to, cancelled checks to verify these amounts.

I, \_\_\_\_\_

As an official representative of \_\_\_\_\_

do hereby certify that the information listed above is correct and complete.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

**MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT-PART D**  
**FINAL CERTIFICATION OF EXPENDITURE TO MBE's/WBE's/SDVOB's**

(To be completed by the prime contractor and submitted when contract is complete)

Erie County reserves the right to require documentation, including, but not limited to, cancelled checks to verify these amounts.

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

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

MBE	<b>TOTAL AMOUNT EXPENDED</b>
WBE	<b>TOTAL AMOUNT EXPENDED</b>
SDVOB	<b>TOTAL AMOUNT EXPENDED</b>

TOTAL OF ALL MBE SUBCONTRACTS	\$ _____
TOTAL OF ALL WOMEN SUBCONTRACTS (if applicable)	\$ _____
TOTAL OF ALL SDVOB SUBCONTRACTS	\$ _____
FINAL MBE PERCENTAGE	_____ %
FINAL WBE PERCENTAGE (if applicable)	_____ %
FINAL SDVOB PERCENTAGE	_____ %

I, \_\_\_\_\_

As an official representative of \_\_\_\_\_

do hereby certify that the information listed above is correct and complete.

\_\_\_\_\_  
NAME DATE  
  
\_\_\_\_\_  
TITLE

**AUTHORIZATION FOR RELEASE OF MWBE/SDVOB INFORMATION TO ERIE COUNTY**

I, \_\_\_\_\_ as principal officer of: \_\_\_\_\_

Hereby authorize Erie County's representative to have access to: \_\_\_\_\_

MWBE/SDVOB certification materials, filed with: \_\_\_\_\_

File documents may be released to Erie County's representative to expedite the County's M.B.E certification process for: \_\_\_\_\_

\_\_\_\_\_  
SIGNED DATE  
  
\_\_\_\_\_  
TITLE

\*Sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2023"

\_\_\_\_\_  
Notary Public / Commissioner of Deeds



County of Erie  
Division of Equal Employment Opportunity  
James Blackwell  
Director

---

# M/WBE WAIVER PACKET

---

## **Instructions for Prime Contractors:**

The utilization of certified M/WBEs for non-commercially useful functions may not be counted towards utilization of certified M/WBEs in the Utilization Plan.

M/WBE firms must be certified by Erie County's Division of Equal Employment Opportunity ("DEEO") or by New York State ("NYS") in order to be counted towards satisfaction of M/WBE participation goals.

See the Bid Packet at or consult the DEEO for further guidance.

**Erie County Division of Equal Employment Opportunity  
Minority- & Women- Owned Business Enterprise (M/WBE) Utilization Waiver  
Attachment A**

**Section 1: M/WBE Utilization Waiver Request: Letter of Explanation**

The purpose of this letter is to provide the Project Manager and the Division of Equal Employment Opportunity (“DEEO”) a summary of the steps taken by the Prime Contractor to obtain Minority-owned Business Enterprise (“MBE”) and Women-owned Business Enterprise (“WBE”) subcontractors and request a partial or full waiver from the M/WBE Participation Goals.

A summary of the steps taken, include:

- (1) Break out all subcontract opportunities;
- (2) Search the DEEO M/WBE Directory in those areas (a list of County certified M/WBEs can be found here: <https://www3.erie.gov/eoo/>). Additionally, search New York States (“NYS”) M/WBE Directory (a list of NYS certified M/WBEs can be found here: <https://ny.newnycotntracts.com/?TN>)
- (3) Solicit bids from M/WBE firms:  
Document at least two (2) contacts using two (2) different methods of contact; Contact more than one (1) M/WBE in each area – the number depends on how large the contract is); and
- (4) Document solicitations using the Solicitation Log (Attachment B). Keep copies of the DEEO and NYS M/WBE Directory search results, or any faxes, emails and quotes from Erie County and NYS certified M/WBEs.

The letter shall include:

- (1) A short description of the scope of work involved in the contract;
- (2) A short description of the subcontracting opportunities available. If there are limited subcontracting opportunities, explain the reason for the limited opportunities. For example, explaining that your company always self-performs the work is not a valid reason for granting a waiver.
- (3) Results of the DEEO M/WBE Directory search.  
For example: were firms available; how many; were they qualified?
- (4) General results of solicitations.  
For example: what happened? If a non-M/WBE bid lower than a M/WBE, did you negotiate?
  - a. Include specific information about the solicitation results in areas where M/WBEs weren’t obtained you want the waiver reviewer to know about
- (5) Formally mention, in the letter, your request for a partial or full waiver.



**Erie County Division of Equal Employment Opportunity  
Minority- & Women- Owned Business Enterprise (M/WBE) Utilization Waiver Checklist**

The following checklist is for the Project Manager to use when reviewing the M/WBE Utilization Waiver Request. Once the Project Manager is satisfied, they should forward the Waiver Request forms, along with this signed checked list, to the Director or Erie County's Division of Equal Employment Opportunity ("DEEO") for final review and approval/denial.

M/WBE Waiver Request Form

There are two types of requests: Full Waiver from meeting the M/WBE Goals or a Partial Waiver from meeting the full M/WBE Goals. The Waiver Request Form contains examples of Good Faith Effort documentation. However, the following checklist contains items that are required before submission to the DEEO.

- Letter of Explanation for Waiver Request
- Copies of advertisements for M/WBE Participation, if applicable
- Screenshots of search results (by business type) from the DEEO's and the NYS M/WBE Directory
- A completed Solicitation Log (See Attachment A). The log shall be broken out into separate areas for each task that is solicited (e.g. electrician, plumbing, drywall, painting, etc.). The log shall show: (1) each M/WBE firm was contacted at least twice, by two (2) different methods (e.g. phone, e-mail, fax, etc.), and (3) with whom the Requesting Firm spoke with at the potential M/WBE firm.

The following items are optional, depending on the type of request:

- Quotes from M/WBEs and non-M/WBEs to show the lowest responsible bidder
- Documentation of any negotiations Prime Contractor has/had with M/WBEs
- Any other documentation to show GFE, such as: e-mail correspondence, sign in sheet from any pre-bid meetings, etc.

**Acknowledgement and Signature**

- By checking this box and signing below, you affirm that all of the information requested is included in this package, and that all information is honest, true, and accurate to the best of your knowledge.

\_\_\_\_\_  
Prime Contractor – Print Name

\_\_\_\_\_  
Prime Contractor Signature

\_\_\_\_\_  
Date

Erie County Division of Equal Employment Opportunity  
Solicitation Log (Examples Included)  
Attachment A

Company Name	MBE or WBE	Work Type	Location	Contact 1 - Date	Contact 1 - Type	Result	Contact 2 - Date	Contact 2 - Type	Result	Overall Result/Reason Chosen or Not/Comments
ABC	MBE	Doors and Windows	Rochester	12-Apr	Fax	Went thru, No response	14-Apr	Phone	Left VM	No response
XYZ	MBE	Doors and Windows	Syracuse	12-Apr	Fax	Went thru, May bid	21-Apr	Phone	Spoke with Kathy.	Declined to bid.
123	WBE	Doors and Windows	Albany	12-Apr	Fax	Went thru, No response	14-Apr	Phone	Spoke with Bob.	Don't offer the items.
Tough guy	MWBE	masonry	Liverpool	12-Apr	Email	Undeliverable	12-Apr	Fax	Went thru, No response	No response
Quality	WBE	masonry	Plattsburgh	12-Apr	Fax	Went thru, will respond	16-Apr	Phone	Left VM	Received quote, too high
GENERAL CON	NA	masonry	Plattsburgh	12-Apr	Email	Responded low bidder	X	X	X	See quote comparison

**Erie County Division of Equal Employment Opportunity  
Minority- & Women- Owned Business Enterprise (M/WBE) Utilization Plan & Waiver Request**

**SECTION 3: SUPPORTING DOCUMENTATION**

To be considered, the Request for Waiver Form must be accompanied by the documentation requested in items 1 – 9, as listed below. Copies of the following information and all relevant supporting documentation must be submitted along with the request. Please contact the DEEO for assistance.

1. A letter of explanation setting forth your basis for requesting a partial or total waiver and detailing the good faith efforts that were made.
2. Copies of advertisements in any general circulation, trade association, and minority- and women-oriented publications in which you solicited MWBEs for the purposes of complying with your participation goals, with the dates of publication.
3. Screenshots of search results (by business description or commodity code) from Erie County's Equal Employment Opportunity MWBE Directory of all certified MWBEs that were solicited for purposes of complying with your MWBE participation goals.
4. Copies of faxes, letters, or e-mails sent to MWBE firms to solicit participation and their responses.
5. A log of solicitation results, consisting of the list of MWBE firms solicited for the contract and the outcome of the solicitations. The log should be broken out into separate areas for each task that is solicited (e.g., trucking, materials, electricians) and clearly provide a rationale for firms included on the completed Utilization Plan as well as for those not chosen. The log should show: that each MWBE firm was contacted twice by two different methods (e.g., fax and phone); who was spoken to; what was said; and the final outcome of the solicitation.
6. A description of any contract documents, plans, or specifications made available to MWBEs for purposes of soliciting their bids and the date and manner in which these documents were made available. Specifically, include information on the scope of work in the contract and a breakout of tasks or equipment, such as a schedule of values for a construction contract or a proposal or excerpt from a professional services agreement.
7. Documentation of any negotiations between you, the Contractor, and the MWBEs undertaken for purposes of complying with your MWBE participation goals.
8. Any other information you deem relevant which may help us in evaluating your request for a waiver. Examples may include sign-in sheets from any pre-bid meetings where MWBE firms were invited, attendance at MWBE forums, etc.
9. The Project Manager and/or the DEEO reserve the right to request additional information and/or documentation.

**Note:** Unless a Total Waiver has been granted, Firms will be required to submit all reports and documents pursuant to the provisions set forth in the procurement and/or contract, as deemed appropriate by Erie County, to determine MWBE compliance. In cases where Erie County accepts a full or partial waiver of MWBE participation goals, the waiver request approval will be added to your file.

**SIGNATURE**

**Prime Contractor Acknowledgement:**  I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all M/WBE subcontractors will perform a commercially useful function.

**Prime Contractor/Contractor's Authorized Representative's Name** (Please Type):

**Prime Contractor/Contractor's Authorized Representative's Signature:**

**Date:**

**Erie County Division of Equal Employment Opportunity  
 Minority- & Women- Owned Business Enterprise (M/WBE) Utilization Plan & Waiver Request**

SECTION 4: DIVISION OF EQUAL EMPLOYMENT OPPORTUNITY INFORMATION (FOR THE DEEO USE ONLY)		
<b>DEEO Director:</b>	<b>Email:</b>	<b>Phone #:</b>
<b>Signature DEEO Director:</b>		<b>Date:</b>
<b>DEEO Director Acknowledgement:</b> <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.		
<b>Complete if applicable:</b>		
<b>DEEO Director/Authorized Rep.:</b>	<b>Title:</b>	
<b>Email:</b>	<b>Phone #:</b>	
<b>Signature of DEEO Representative:</b>		<b>Date:</b>
<b>DEEO Representative Acknowledgment:</b> <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.		
<b><u>Comments:</u></b>          		

**APPENDIX "B"**

**COUNTY OF ERIE – DEPARTMENT OF PUBLIC WORKS BUILDING PERMIT  
APPLICATION AND INSURANCE REQUIREMENTS**

Exhibit 1B – Building Permit Application

Exhibit 2B – Contractor Insurance Requirements

**THIS PAGE IS INTENTIONALLY LEFT BLANK**



## Building Permit Application

**ECDPW Building Permit No.**

### Part I: General Information

#### 1. Project Location and Information

Project Name:
Name and Address:
Building Name:

#### 2. Architect/Engineer (Prime)

Name:
Address:
City, State, Zip: Phone Number:

#### 3. Contractor

Name:
Address:
City, State, Zip: Phone Number:

#### 4. Type of Construction or Improvement

<input type="checkbox"/> New Building: Proposed use is			
<input type="checkbox"/> Conversion:	Current use is	Proposed use is	
<input type="checkbox"/> Addition	<input type="checkbox"/> Alteration	<input type="checkbox"/> Repair/Replacement	<input type="checkbox"/> Relocation
<input type="checkbox"/> Demolition	<input type="checkbox"/> Sign	<input type="checkbox"/> Fence	<input type="checkbox"/> Equipment
<input type="checkbox"/> Other (Describe)			

**NOTE: AN INCOMPLETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE**

**5. Use and Occupancy Classification**

<input type="checkbox"/> Assembly Group <b>A</b>	<input type="checkbox"/> Business Group <b>B</b>	<input type="checkbox"/> Education Group <b>E</b>	<input type="checkbox"/> Factory Group <b>F</b>
<input type="checkbox"/> High-Hazard Group <b>H</b>	<input type="checkbox"/> Institutional Group <b>I</b>	<input type="checkbox"/> Mercantile Group <b>M</b>	<input type="checkbox"/> Residential Group <b>R</b>
<input type="checkbox"/> Storage Group <b>S</b>	<input type="checkbox"/> Utility Group <b>U</b>		

If Assembly, Factory, High-Hazard, Institutional, Residential or Storage indicate Group subcategory type (e.g. Assembly A4) and Describe:

**6. Special Inspections Required (3<sup>rd</sup> Party)  N/A**

<input type="checkbox"/> Electrical	<input type="checkbox"/> Mechanical	<input type="checkbox"/> Plumbing	<input type="checkbox"/> Geotechnical
<input type="checkbox"/> Foundations	<input type="checkbox"/> Compaction	<input type="checkbox"/> Steel	<input type="checkbox"/> Equipment
<input type="checkbox"/> Asbestos	<input type="checkbox"/> Hazardous Materials	<input type="checkbox"/> Medical Specialties	<input type="checkbox"/> Other:
<input type="checkbox"/> Chapter 17 – Structural Tests and Special Inspections			

**7. Dimensions of EXISTING Buildings:**

Description:	Width:	Length:	Height:	No. of Stories:

**8. Dimensions of NEW Buildings:**

Description:	Width:	Length:	Height:	No. of Stories:

**9. Lot Dimensions:**

Description:	Width:	Length:	Height:	No. of Stories:

**NOTE: AN INCOMPLETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE**



**10. Description of Project: (If need additional space please attach sheets to application). For any mixed occupancy, specify in detail the nature and extent of each use.**


**11. Estimated Project Cost**

Cost of the work to be performed, <b>excluding</b> land costs:
--

**CONTINUE TO PART TWO: DO NOT WRITE BELOW THIS LINE – OFFICIAL USE ONLY**

Date Received:	Received by:	Forwarded to (for review):
<b>Additional Approvals needed:</b>		
<input type="checkbox"/> Historic Preservation	<input type="checkbox"/> Environmental Impact Statement	<input type="checkbox"/> Engineering:
<input type="checkbox"/> Attorney:	<input type="checkbox"/> Other (explain):	<input type="checkbox"/> None

**Part II: Not Used**

**Part III: Project Location and Details**

1. This application must be accompanied by two complete sets of plans and specifications. Depicting the scope of the work to be performed.
2. Location of the proposed structure or addition showing the number of stories and all exterior dimensions.
3. The distance of the proposal from all lot lines and any structure including neighboring structures.
4. The depth of the proposed foundation or footers.
5. The maximum percentage of the lot to be covered by building(s).
6. The Water Supply is:  Municipal Water     Existing Well     New Well
7. Site is:  Within Flood Plain     **Not** within Flood Plain  
 Designated as a Wetland     **Not** Designated as a Wetland

**NOTE: AN INCOMPLETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE**

8. A drawing showing the existing conditions surrounding the project area. The drawing must include but not limited to adjacent: locations, exiting requirements, fire separations and functional areas, etc. Indicate with sufficient clarity and detail the nature and extent of the work proposed and its context. Failure to do so will interrupt the approval process until all the pertinent information is received.
9. Architectural and/or Engineered drawings are required. Drawings need to be prepared by a New York registered Architect or Licensed Professional Engineer. When the project floor area exceeds fifteen hundred (1,500) square feet and/or the project costs twenty thousand (\$20,000) dollars or more.

#### **Part IV: Notices (Read before signing):**

1. Work conducted pursuant to a building permit must be visually inspected by the Code Enforcement Official and must conform to the New York State Uniform Fire Prevention and Building Code, and all applicable local, County of Erie, state and federal: laws, codes, rules and regulations.
2. In the event that there are changes to the scope of work that has been approved on the building permit, the Erie County Department of Public Works, Office of the Commissioner **must be notified immediately** of the same.
3. Prior to the start of Demolition activities the potential for exposure to asbestos and any other hazardous materials must be identified. Accordingly, an abatement plan that complies with New York State Department of Labor rules must be implemented.
4. It is the owner's responsibility to contact the Erie County Department of Public Works, Office of the Commissioner at (716) 858-8301 (Monday through Friday from 8am to 4pm) at least **72** hours before the owner and/or contractor wishes to have an inspection conducted. Inspections will be performed by appointment only. More than one inspection may be necessary. This is especially true for "internal work" which will eventually be covered from visual inspection by additional work (i.e. electrical work later to be covered by a wall).

#### **Part V: Inspections (Read before signing):**

1. **PROVISIONS SHALL BE MADE FOR INSPECTION OF THE FOLLOWING ELEMENTS OF THE CONSTRUCTION PROCESS, WHERE APPLICABLE:**
  - a. Work site prior to the issuance of a permit
  - b. Fire rated construction
  - c. Footing and foundations
  - d. Fire rated penetrations
  - e. Preparation for concrete slab
  - f. Solid fuel burning heating appliances, chimneys, flues or gas vents
  - g. Framing
  - h. Energy code compliance

**NOTE: AN INCOMPLETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE**

- i. Rough-in of all building systems, including but not limited to: Electrical, Plumbing, Gas or Fuel Piping, Security, HVAC, Temperature Controls, etc.
  - j. A final inspection after all work authorized by the building permit has been completed
2. DO NOT PROCEED TO THE NEXT STEP OF CONSTRUCTION IF SUCH "INTERNAL WORK" HAS NOT BEEN INSPECTED. Otherwise, work may need to be removed at the contractor's expense to conduct the interior inspection. Close coordination with the Erie County Department of Public Works, Office of the Commissioner will greatly reduce this possibility.
3. All permitted electrical work to be performed will be inspected by a certified independent third party having the prior approval of the Department of Public Works. Such inspections shall be paid for by the Contractor.
4. Owner hereby agrees to allow the Erie County Department of Public Works, Office of the Commissioner to inspect the sufficiency of the work being done pursuant to this permit, provided however, that such inspection(s) is (are) limited to the work being conducted pursuant to this permit and any other non work related violations which are readily discernible from such inspection(s).
5. New York State law requires contractors to maintain Worker's compensation and Disability Insurance for their employees. The contractor, as part of their Building Permit Application, shall submit copies of their NYS Workmen's Compensation and NYS Worker's Disability Insurance Certificates on the prescribed New York State forms. The County also requires Certificates of Insurance as limited on the attached Schedule for Contractors performing work on County property whether contracted by the County or third party. Please use the attached Standard Insurance Certificate with the "County of Erie, 95 Franklin St, Buffalo, NY 14202" listed as Certificate Holder.
6. All drawings and specifications submitted with a Building Permit Application for a Building Permit shall bear the seal and signature of a NYS Registered Design Professional per the requirements of NYS law. Building Permit Applications submitted without the seal and signature of a registered NYS Design Professional will be returned as incomplete.
7. If a Certificate of Occupancy is required, the structure shall not be occupied until said certificate has been issued.
8. Work undertaken pursuant to this permit is conditioned upon and subject to any State and Federal regulations relating to Asbestos Material and any other Hazardous Material.
9. This permit does not include any privilege of encroachment in, over, under, or upon any city street or right-of-way.
10. The building permit card must be displayed so as to be visible from the street nearest to the site of the work being conducted.

**NOTE: AN INCOMPLETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE**

I, \_\_\_\_\_, the above named applicant, hereby attest that I am the contractor for the above referenced project and affirm under the penalty of perjury that all statements made by me on this application are true.

(Contractor Signature)

Date:

**Please Return Completed Application to:**

**Erie County  
Department of Public Works  
95 Franklin Street, Room 1400  
Buffalo, NY 14202**

**DO NOT WRITE BELOW THIS LINE – OFFICIAL USE ONLY**

Application Approved

Date:

Permit Number:

Permit issued by:

Date:

**CERTIFICATE OF OCCUPANCY OR COMPLIANCE MUST BE OBTAINED BEFORE OCCUPANCY USE.**

Certificate of Occupancy or Use by:

Date:

Application Denied by:

Date:

**NOTE: AN INCOMPLETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE**

**INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE**

- I Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II CERTIFICATES OF INSURANCE
  - A Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"
  - B. Coverage must comply with all specifications of the contract.
  - C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concessionaires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Products Completed Operations Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County, To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

- V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.
- VI Coverage must be provided on a primary-non contributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.  
In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is VIII required.
- IX. Waiver of Subrogation: Required on all lines unless noted
- X Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law  
Use Applicable Certificates Below

**Workers Compensation Forms**

CE-200	Exemption
C105.2	Commercial Insurer
SI-12	Self Insurer
GSI-105.2	Group Self Insured
U-26.3	New York State Insurance Fund

**DBL (Disability Benefits Law) Forms**

CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

- XII. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate

**NOTE: AN INCOMPLETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE**



### County of Erie Standard Insurance Certificate

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b>      	<b>CONTACT NAME</b> PHONE (A/C No, Ext) <span style="float: right;">FAX A/C No:</span> EMAIL ADDRESS ADDRESS PRODUCER CUSTOMER ID #:  <table style="width: 100%; border: none;"> <tr> <td style="width: 80%; text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="width: 20%; text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td>INSURER A:</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>														
INSURER A:															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES                      CERTIFICATE NUMBER:                      REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS COMPI/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/> WC STATU TORY LIMITS- <input type="checkbox"/> OTH ER- \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L.DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

<b>CERTIFICATE HOLDER</b>  County of Erie 95 Franklin St Buffalo NY, 14202	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
--	--

**X. FOR COUNTY USE ONLY:**

Name of County Dept. Requesting Certificate	<u>DPW OFFICE OF THE COMMISSIONER</u>
Purchase Order or Contact Number	_____
Vendor Insurance Classification	_____

(Rev 3/11)

**NOTE: AN INCOMPLETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE**

**INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE**

I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II. **CERTIFICATES OF INSURANCE**

A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"

B. Coverage must comply with all specifications of the contract.

C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concessionaires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Products Completed Operations Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County, To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.

VI Coverage must be provided on a primary-non contributory bases.

VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.

In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is VIII. required.

IX. Waiver of Subrogation: Required on all lines unless noted

X Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.

XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law

Use Applicable Certificates Below:

**Workers Compensation Forms**

**DBL (Disability Benefits Law) Forms**

CE-200	Exemption
C105.2	Commercial Insurer
SI-12	Self Insurer
GSI-105.2	Group Self Insured
U-26.3	New York State Insurance Fund

CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

XII. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.



## County of Erie Standard Insurance Certificate

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

PRODUCER	CONTACT NAME	
	PHONE (A/C No. Ext)	FAX A/C No.
	EMAIL ADDRESS	
	PRODUCER CUSTOMER ID #:	
INSURED	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A:	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES    CERTIFICATE NUMBER:    REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input type="checkbox"/>	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS COMP/OP AGG \$ _____
<input type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
<input type="checkbox"/>	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
<input type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes describe under DESCRIPTION OF OPERATIONS below						WC STATU- TORY LIMITS   OTH- ER- \$ _____ E. L. EACH ACCIDENT \$ _____ E. L. DISEASE - EA EMPLOYEE \$ _____ E. L. DISEASE - POLICY LIMIT \$ _____

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  County of Erie 95 Franklin St Buffalo NY, 14202	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE _____
--	--

X. FOR COUNTY USE ONLY:    Name of County Dept. Requesting Certificate    Department of Public Works

   Purchase Order or Contact Number    \_\_\_\_\_

   Vendor Insurance Classification    A-Construction and Maintenance



**APPENDIX "C"**

**COUNTY OF ERIE – EXECUTIVE ORDER NO.13 – PAY EQUITY CERTIFICATION ON  
COUNTY CONTRACTS**

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

## **Pay Equity Certification on County Contracts**

During the term of this Contract, the Awardee shall comply with Executive Order 13 (2014), and the Awardee shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Awardee, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Awardee's compliance with Erie County Executive Order No. 13 (2014). Violation of the provisions of Executive Order 13 (2014), which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

# **Executive Order #013**

## **Pay Equity Certification on County Contracts**

**WHEREAS**, federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964 and Federal Executive Order 11246 of September 24, 1965 (Equal Employment Opportunity) (together "Federal Equal Pay Law"), requires that men and women in the same workplace be given equal pay for equal work; and

**WHEREAS**, Section 194 of New York State Labor Law ("NYS Equal Pay Law") prohibits compensating men and women differently for the same work; and

**WHEREAS**, on average, a full-time working woman in New York State earns just 85 cents for every dollar that a man earns and the pay gap is even greater for African-American and Latina women; and

**WHEREAS**, females make up nearly fifty-two percent of Erie County's population; and

**WHEREAS**, women make up nearly half of the U.S. labor force and are a growing number of breadwinners in their families; and

**WHEREAS**, this pay differential shortchanges women and their families by thousands of dollars a year, and potentially hundreds of thousands of dollars over a lifetime, presenting a lifelong threat to those families' economic security and reducing their earnings through Social Security and other post retirement plans; and

**WHEREAS**, poverty is recognized as a leading cause of or contributing factor to many social problems, including but not limited to substance abuse, domestic violence, child abuse, improper nutrition, obesity, improper health care and criminal conduct; and

**WHEREAS**, the impact of pay differentials is exacerbated as workers age, causing underpaid workers to disproportionately rely upon various forms of public support in their retirement years; and

**WHEREAS**, pay inequity can significantly impact the County, necessitating the provision of various public subsidies for low income residents and leading to the lack of receipt of income by women residents which would be spent in our local economy; and

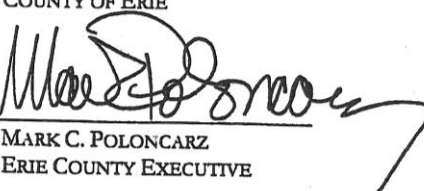
**WHEREAS**, through the enforcement of current state and federal laws that ban unequal pay for equal work, Erie County can help ameliorate the many negative consequences of pay inequality, thereby improving the lives of those who might otherwise be underpaid, strengthening families and protecting children, and

reducing the demand for public services, all positively impacting county, state and federal budgets.

**NOW, THEREFORE, I MARK C. POLONCARZ**, Erie County Executive, by virtue of the authority vested in me by the Erie County Charter § 302, do hereby order as follows:

1. It is ordered that on and after January 1, 2015, all Erie County offices, departments and administrative units, including but not limited to the Division of Purchase, fully implement a requirement in all bids, requests for proposals and other contract solicitations that the contractor submit an Erie County Equal Pay Certification which certifies the contractor's compliance with Federal Equal Pay Law and New York State Equal Pay Law (together, the "Equal Pay Laws"). Such certification shall be required prior to execution of the contract; and it is,
2. Further ordered that such certification shall include a representation by the contractor that it has not been the subject of an adverse finding under the Equal Pay Laws within the previous five years and shall include disclosure of any currently pending claims against the contractor; and it is,
3. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for immediate termination of such a contract; and it is,
4. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for determining a bidder or responder is not qualified to participate in future County contracts; and it is,
5. Further ordered that the Law Department prepare an Erie County Equal Pay Certification for use by Erie County offices, departments and administrative units and assure compliance with this Executive Order in the contract approval process; and it is,
6. Further ordered that the County Division of Equal Employment Opportunity ("EEO") establish a procedure for compliance monitoring and periodic auditing of certification records; and it is,

**GIVEN**, under my hand and the Privy Seal of the County of Erie in the City of Buffalo this 28<sup>th</sup> day of October, in the year two thousand fourteen.

COUNTY OF ERIE  
BY:   
MARK C. POLONCARZ  
ERIE COUNTY EXECUTIVE

**APPENDIX "D"**

**COUNTY OF ERIE – EXECUTIVE ORDER NO. 18 – FIRST SOURCE HIRING POLICY  
FOR COUNTY CONSTRUCTION PROJECTS**

Exhibit 1 - Executive Order # 18 Policy

Exhibit 2 - Executive Order # 18 Rules and Regulations

Exhibit 3 – Executive Order # 18 Monitoring and Reporting Requirements

Exhibit 4 – List of First Source Zip Codes

**THIS PAGE IS INTENTIONALLY LEFT BLANK**



**Executive Order #018**  
**Erie County Construction Project Bid Documents Shall Include**  
**Local and Disadvantaged Worker Requirements**

**Whereas**, Erie County annually appropriates over \$25,000,000 in tax dollars for expenditures related to public works construction projects;

**Whereas**, Erie County awards contracts to private firms to provide the construction services associated with budgeted projects;

**Whereas**, while unemployment in Erie County as a whole is comparable to other metropolitan regions in the United States, the unemployment rate within certain zip codes located in Erie County is as high as 21.7% and the poverty rate as high as 44.7%;

**Whereas**, there are 182,200 working age individuals in the region who are either unemployed or underemployed and seeking work;

**Whereas**, low-income or otherwise disadvantaged individuals residing in Erie County experience higher rates of unemployment compared to other individuals;

**Whereas**, the purpose of this order is to foster construction employment opportunities for qualified local residents, underemployed individuals or otherwise disadvantaged workers on those construction projects located within the geographic boundaries of Erie County which are bid by the County of Erie ("Erie County construction project(s)").

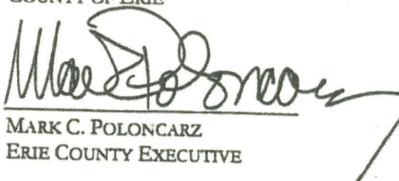
**Now, Therefore, I, Mark C. Poloncarz**, Erie County Executive, by virtue of the authority vested in me by Erie County's Charter Sections 301 and 302, do hereby order as follows:

1. It is ordered that on and after April 30, 2018, all bids for Erie County construction projects initiating out of the Erie County Department of Environment and Planning Division of Sewerage Management and on and after October 1, 2017, all other bids for Erie County construction projects wherever so initiated, and all associated contracts involving an expenditure of \$250,000 or greater which utilize not less than three workers to complete the project shall require that:
  - a) Entirely 100% of work hours performed by residents of New York State on an Erie County construction project will be worked by residents of the Local Labor Area (Erie County, Niagara County, Chautauqua County, Cattaraugus County, Allegany County, Wyoming County, Genesee County, Orleans County).
  - b) At least 70% of total work hours performed by residents of New York State on an Erie County construction project will be worked by residents of the County of Erie.
  - c) For the remainder of the calendar year subsequent to the effective date of this Order as specified above in Section 1, and for the entirety of the calendar year that follows, at least 20% of total work hours performed by residents of New York State, which percentage may be wholly or partly included within the hourly requirement contained in sub-section (b) above, used on an Erie County construction project will be worked by residents of Erie County who reside in zip codes with a poverty rate of 20% or higher, and/or, in any ratio, disadvantaged workers who

reside in Erie County. A disadvantaged worker is a resident who has a household income below 50% of the Area Median Income ("AMI"); or has been released from prison within the last 10 years; or participates in the Temporary Assistance for Needy Families program; or participates in the Supplemental Nutrition Assistance Program; or has been unemployed for at least 12 consecutive months.

- d) On the first day of the second full calendar year from such effective date and continuing thereafter, the applicable percentage of total work hours performed referenced in this subsection above will move upward from 20% to 30%. The applicable zip codes as referenced above will be determined annually by the Erie County Division of Equal Employment Opportunity and will be provided to potential contractors in all request for bids documents; and
2. It is further ordered that work hours performed by individuals residing outside of New York State will not be included in the requirements set forth above; and
3. It is further ordered that where an Erie County construction project is funded in whole or in part with Federal Highway Administration monies, those projects are exempt from the requirements specified above to avoid conflict with federal law or regulation; and
4. It is further ordered that failure to adhere to the requirements herein, as further delineated in all formal construction contracts and any rules and regulations promulgated pursuant to Section 5 below, will constitute grounds for immediate termination of the underlying contract and will further result in the Contractor being deemed a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County; and
5. It is further ordered that the Erie County Department of Law must promulgate, and update annually where necessary, separate formal rules and regulations with respect to implementation of the requirements contained herein as applied respectively and distinctly to Erie County construction projects initiating out of the Erie County Department of Environment and Planning Division of Sewerage Management and to Erie County construction projects wherever else so initiated. The Erie County Department of Law must also assure compliance with this Executive Order within the contract approval process; and
6. It is further ordered that the Erie County Division of Equal Employment Opportunity establish a procedure for compliance monitoring and periodic auditing of construction contractor hiring rates.

**Given,** under my hand and the Privy Seal of the County of Erie in the City of Buffalo this twenty seventh day of September, in the year two thousand seventeen.

COUNTY OF ERIE  
BY:   
MARK C. POLONCARZ  
ERIE COUNTY EXECUTIVE



**RULES AND REGULATIONS IMPLEMENTING  
ERIE COUNTY EXECUTIVE MARK C. POLONCARZ ORDER #18**

**PURPOSE**

The Erie County Attorney's Office promulgates these Rules and Regulations pursuant to Section 5 of Erie County Executive Mark C. Poloncarz Order #18 dated September 27, 2017 ("EO #18"). These Rules and Regulations are intended to articulate guidelines for implementing the provisions of EO #18 as they relate to those Erie County construction projects.

**DEFINITIONS**

1. **ERIE COUNTY CONSTRUCTION PROJECT** shall mean construction projects bid by Erie County and located within the geographic boundaries of Erie County which involve an expenditure of \$250,000 or more and which utilize not less than three construction workers to complete the project.
2. **CONSTRUCTION SUBCONTRACT** shall mean any subcontract entered into by a contractor working on an Erie County Construction Project which, by its terms, engages such subcontractor to provide work hours on an Erie County Construction Project.
3. **CONTRACTOR OR SUBCONTRACTOR** shall mean a contractor or subcontractor that directly employs construction workers who provide work hours on an Erie County Construction Project.
4. **CONSTRUCTION WORKER** shall mean a laborer, workman or mechanic who resides in the local labor area (Erie County, Niagara County, Chautauqua County, Cattaraugus County, Allegany County, Wyoming County, Genesee County, Orleans County) and is directly involved in the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise providing for any building, facility, roads, highways, bridges, or physical structure of any kind, but does not include professional services employees.

**APPLICATION**

All Erie County Construction Projects ("Project" or "Projects") as defined above are subject to the provisions of EO #18. The Commissioner or his/her Designee or the Division Head or his/her Designee of the Erie County Department or Division who solicits a bid for an Erie County Construction project ("the Commissioner") must, with the aid of the County Attorney when necessary, determine on a case by case basis the applicability of EO #18 to a given project. In order for a project to be subject to EO #18, the Commissioner must make the following findings:

1. **Location:** The Commissioner must find that work on a project will take place solely within the geographic boundaries of Erie County.

2. **Monetary Threshold:** The Commissioner must find that the cost of a project meets or exceeds \$250,000. In determining whether a project meets the expenditure threshold of \$250,000, the Commissioner shall calculate the total cost of the project based on the successful bidder's final bid submission. A project previously exempt because it did not meet the monetary threshold of \$250,000 may become subject to EO #18 because an amendment, modification, renewal, or extension increases the total cost of the project. In that case, the Commissioner will have the authority to unilaterally amend the project contract(s) to include the standard EO #18 contract language and certification specifically delineated below.
3. **Work Force Threshold:** The Commissioner must find that no less than three construction workers will be utilized by contractor and/or subcontractor for the completion of the project. In determining whether a project utilizes at least three construction workers to complete the Project, the Commissioner shall rely on the statement of work force contained within the attestation required by the mandatory request for bid language specifically delineated below. A project previously exempt because it did not meet the work force threshold may become subject to EO #18 because of an increase in work force during the course of work on the project. In that case, the Commissioner shall have the authority to unilaterally amend the project contract(s) to include the standard EO #18 contract language and certification specifically delineated below.

## **REQUEST FOR BID LANGUAGE**

The Commissioner shall include the following language in all construction project Requests for Bids.

**ERIE COUNTY EXECUTIVE ORDER #18:** The project contemplated by this Request for Bids may be subject to Erie County Executive Order #18 which is attached hereto along with its Rules and Regulations for reference as Exhibit \_\_\_\_\_. The Erie County Department or Division letting the contract will advise the successful bidder if it must comply with Executive Order #18 at the time of award. All bids must include a verified attestation of intent to comply and statement of work force. Such attestation and statement is attached hereto as Exhibit \_\_\_\_\_. Any bids received which do not include such attestation or include an incomplete attestation will be deemed non-compliant and will not be considered for award. Be advised that the Contractor will be required to provide monthly reports demonstrating good faith efforts to meet the work force requirements using LCPtracker software.

## **CONTRACT LANGUAGE**

The Commissioner shall include the following language in all award contracts for construction projects determined to be subject to EO #18.

**ERIE COUNTY EXECUTIVE ORDER #18:** The Commissioner or Division Director of the Erie County Department or Division letting the contract has determined that the project

contemplated herein is subject to the provisions of Erie County Executive Order #18 which is attached hereto for reference as Exhibit \_\_\_\_\_. Prior to the final execution of this Agreement, Contractor shall furnish to the County a fully executed and verified Local and Disadvantaged Worker Compliance Certification. A fillable Certification is attached hereto as Exhibit \_\_\_\_\_. Contractor will be required to provide monthly reports demonstrating good faith efforts to meet the work force requirements using LCPtracker software. Contractor shall make such records as deemed necessary available upon request to the Erie County Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Contractor, for the purpose of verifying information supplied in the Local and Disadvantaged Worker Compliance Certification and for any other purpose reasonably related to confirming Contractor compliance with Erie County Executive Order #18. Notwithstanding any other termination provisions contained herein, violations of the provisions of Executive Order #18 will constitute grounds for immediate termination of the underlying contract and shall further result in the Contractor being deemed a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County.

## **WAIVER PROCESS**

When a Commissioner determines that a project is subject to the provisions of EO #18, he/she shall notify the successful bidder of such determination at the time of award. The successful bidder shall then have the opportunity to submit a partial waiver request to the Erie County Division of Equal Employment Opportunity for consideration. Waiver requests shall be made in writing and directed to the Erie County Division of Equal Employment Opportunity at 95 Franklin Street, Room 625, Buffalo, NY 14202 "Attention Director". In order to prevent undue project delays, any such request shall be made as soon as the successful bidder is aware that it cannot meet the full requirements of EO #18. Should a partial waiver be requested such request shall state which EO #18 requirement(s) cannot be met and shall further indicate how the successful bidder intends to partially comply. All waiver requests shall contain a narrative of the efforts employed by the successful bidder in attempting to comply with EO #18 by recruiting construction workers to work on the subject project and the reasons why such efforts were only partially successful. At a minimum, these efforts must include and the narrative must state the following:

- 1) Where a successful bidder has, through collective bargaining agreements or other legally binding agreements, any exclusive hiring arrangements with local unions such successful bidder must attempt to meet the mandates of EO #18 by following the hiring process outlined in their respective exclusivity agreements. The narrative provided in connection with any waiver request will describe the process followed and the results of those efforts. Where a successful bidder has no exclusive hiring agreements in place or where a successful bidder is unable to comply with EO #18 after following their exclusive hire process, such successful bidder must proceed to follow steps 2 through 4 below.
  
- 2) Posting the job opening(s) for construction worker(s) on or with each of the following:

- A) The New York State Department of Labor Database used by the Buffalo and Erie County Workforce System ([www.jobzone.ny.gov](http://www.jobzone.ny.gov))
  - B) The People United for Sustainable Housing located at 271 Grant Street, Buffalo, NY 14213
  - C) At least one private staffing firm to aid Contractor in locating qualified candidates
  - D) Any other staffing organization or web site if so directed by the Erie County Commissioner of Public Works
- 3) All job opening(s) posted pursuant to Section one above must be posted for a period of at least ten (10) consecutive calendar days. Proof of publication must be included in all waiver requests.
- 4) The narrative provided with a waiver request shall state the number of candidates found via the job postings that would aid Contractor in meeting the requirements of EO #18, the number of those candidates that were subsequently interviewed for the opening(s), and if such candidates were not hired, the narrative shall include the reason(s) why the candidates were found to be unsuitable for the position(s).
- 5) A copy of the waiver request shall be sent to the Project Manager/Point of Contact in the Erie County Department of Public Works located at 95 Franklin Street, 14<sup>th</sup> Floor, Buffalo, NY 14202

If the Erie County Division of Equal Employment Opportunity determines that a successful bidder has demonstrated a good faith effort to comply in whole with the provisions of EO #18, and yet for reasons delineated in its request still cannot do so, a partial waiver shall be granted to the successful bidder.

### **SPECIALIZED WORK EXEMPTION**

Certain Erie County Construction Projects require the use of workers who possess specialized skills, training, or formal certification/licensing in order to complete the contemplated work. When a Commissioner or Director of an Erie County Department or Division believes that there are an insufficient number of construction workers that meet EO#18 requirements and possess the unique qualifications necessary to complete such specialized work, he/she may request a specialized work exemption from the Erie County Division of Equal Employment Opportunity. Where granted, a specialized work exemption removes the mandates of EO #18 in whole or in part for a given project.

A request for a specialized work exemption shall be made in writing by the commissioner or director bidding the subject project. The request shall be directed to the Erie County Division of Equal Employment Opportunity at 95 Franklin Street, Room 625, Buffalo, NY 14202 "Attention Director" and must include a narrative describing what the specialized work involves, what portion of the project such specialized work is needed for, the particular skills, training, or formal

certification/licensing needed to perform the work, and the steps taken to determine if workers meeting EO #18 requirements have the necessary expertise. Upon receipt of a specialized work exemption request, the Equal Employment Opportunity Director shall form an ad hoc committee, and select its members, in order to review the request and either grant or deny the specialized work exemption.

The specialized work exemption committee shall consist of four members to include the commissioner or director of the department or division bidding the project, the involved project manager, and one respective representative from the Erie County Department of Law and the Erie County Division of Equal Employment Opportunity. The committee shall convene as soon as practicable to consider the specialized work exemption request. In making a determination, the committee shall consider all information presented to it and shall solicit further information from any source available in order to aid in its deliberations. A determination as to whether or not to grant the specialized work exemption shall be made within a reasonable time so as not to frustrate the bidding process for the contemplated project. The committee's determination shall be memorialized in writing and shall include its specific findings and the information upon which such findings were made.

Where the committee finds that a specialized work exemption is warranted, a notice to bidders shall be included in the project bid specifications which shall clearly indicate what portion of the project is exempt from the provisions of EO #18 and shall further indicate that the remaining work, if any, may still be subject to EO #18. Where there is work remaining outside of the granted exemption, the attestation of work force must be completed to include that portion of work which falls outside of the exemption.

## **COMPLIANCE**

The Director of the Erie County Division of Equal Employment Opportunity shall ensure that all contractors and subcontractors working on a Project as defined herein are in compliance with EO #18 or are in compliance with the provisions of any duly granted partial waiver or have been granted a full waiver.

## **PENALTY FOR NONCOMPLIANCE**

Any failure to adhere to Erie County Executive Order #18 or the Rules and Regulations contained herein shall cause Contractor to be deemed noncompliant. Such noncompliance shall constitute grounds for immediate termination of the underlying contract and shall further result in the Contractor being deemed a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County.

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

**County of Erie Executive Order No. 18**  
**Monitoring and Reports**

All EMPLOYER/EMPLOYEE information reviewed or gathered, including Social Security Numbers, as a result of ERIE COUNTY'S Division of Equal Employment Opportunity (DEEO) monitoring and enforcement activities will be held confidential in accordance with all County, State and Federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

- A. The Division of Equal Employment Opportunity (DEEO) shall monitor all Projects as authorized by Executive Order No. 18. The DEEO will require the following:
1. CONTRACTOR and Subcontractor whose projects are subject to ERIE COUNTY Executive Order No. 18 are to utilize their Certified Payroll Records when reporting their workforce compliance. That of the total work hours performed by residents of New York State on an Erie County construction project 100% are worked by residents of the Local Labor Area and 70% are worked by residents of the County of Erie.
  2. Monthly LCPTTracker Reports to determine if the CONTRACTOR and/or Subcontractor's workforce is in compliance with the submitted Agreement and that Monthly Compliance Reports identify residents of Erie County who reside in zip codes with a poverty rate of 30% or higher, and/or, in any ratio, disadvantaged workers who reside in Erie County. (***A disadvantaged worker is (1) a resident who has a household income below 50% of the Area Median Income (AMI); or (2) has been released from prison within the last 10 years, or (3) participates in the Temporary Assistance for Needy Families Program; or (4) participates in the Supplemental Nutrition Assistance Program; or (5) has been unemployed for at least 12 consecutive months.***)
  3. Receive LCPTTracker Reports; inspect certified payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the EC Executive Order No. 18.
  4. Conduct desk reviews of Monthly Compliance Reports.
  5. Monitor and complete statistical reports that identify the overall project, contractor, and subcontractors' hiring or hours worked percentages in accordance with meeting Executive Order No. 18 stated requirements.
  6. Provide formal notification of non-compliance with the required workforce percentages or any alleged breach of Executive Order No. 18 to all contracting agencies, and stakeholders.

**B. PENALTIES**

Willful breach of the Executive Order No. 18 by the CONTRACTOR, failure to submit the Contract Compliance Reports via LCPTTracker, deliberate submission of falsified data, or failure to reach specific hiring or hours worked requirements may result in:

1. Erie County immediate termination of the underlying contract.
2. The CONTRACTOR being deemed a non-responsible bidder for a period of twelve months.

**THIS PAGE IS INTENTIONALLY LEFT BLANK**



**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**EO #18 - EXHIBIT # 4**

**First Source Policy Targeted Zip Codes – Erie County Zip Codes with 20% Poverty Rate or Higher:**

<b>Zip Code</b>	<b>Area</b>
14201	Buffalo – Peace Bridge to Chippewa
14203	Buffalo – Downtown and the Outer Harbor
14204	Buffalo – Fruit Belt to the Old First Ward
14206	Cheektowaga
14207	Buffalo
14208	Buffalo
14209	Buffalo
14210	Buffalo
14211	Buffalo, Cheektowaga and Sloan – Kensington and Bailey
14212	Buffalo and Cheektowaga – Central Terminal and Broadway
14213	Buffalo – Peace Bridge to Buffalo State
14214	Buffalo – Delaware Park to UB (East Side)
14215	Buffalo and Cheektowaga – Intersection of Bailey Ave. and Route 33
14218	City of Lackawanna
14061	Farnham
14169	Wales Center

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

**APPENDIX "E"**

**COUNTY OF ERIE – CONTRACT REFERENCE DOCUMENTS**

Exhibit 1 – Example Agreement

Exhibit 2 – Example Performance and Labor Bond

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

**COUNTY OF ERIE  
DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

DPW PROJECT #      YEAR-LOCATION-#  
VENDOR #

**AGREEMENT**

This Agreement made as of the \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the County of Erie, a municipal corporation of the State of New York, having its principal place of business at The Edward A. Rath, County Office Building, 95 Franklin Street, Buffalo New York 14202, hereinafter called "County" and **AWARDEE (VENDOR)** having its principal office at **VENDOR ADDRESS, CITY, STATE, ZIP** hereinafter called the "Contractor".

All notices or other communications including service under this contract shall be deemed to have been properly given when sent, first class, postage prepaid, return receipt requested to the addresses set forth below:

**For the County:**  
Erie County Department of Public Works  
95 Franklin Street, Suite 1400  
Buffalo, New York 14202

**For the Contractor:**  
**VENDOR NAME**  
**VENDOR ADDRESS**  
**CITY, STATE ZIP**

WITNESSETH That whereas the County intends to do **DISCIPLINE** construction work in connection with the **PROJECT NAME**, located at **PROJECT ADDRESS** hereinafter called the "Project" in accordance with the Contract Documents prepared by **AE DESIGN FIRM**, having its principal offices at **AE ADDRESS**.

NOW, THEREFORE, The County and the Contractor for the consideration hereinafter set forth, agree as follows:

The Contractor agrees to furnish all necessary labor, materials, equipment, tools and services necessary to perform and complete in a workman - like manner all work required for the construction of the **PROJECT**, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract, including the following Addenda:

**Addendum # 1    DATE**  
**Addendum # 2    DATE**

**COMPLETION TIME:** Work shall commence immediately upon receipt of written Notice to Proceed and shall progress pursuant to the provisions set forth in the agreement. The Contractor hereby agrees substantially complete with the work of this agreement **within 000 calendar days** from the date of issuance of the Notice to Proceed.

**SUB-CONTRACTORS:** The Contractor agrees to bind every sub-Contractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between any sub-Contractor and the County.

**COUNTY OF ERIE  
DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**AGREEMENT AMOUNT:** The County agrees to pay and the Contractor agrees to accept, in full payment for the performance of this Agreement, the total amount of: **AMOUNT LONG WRITTEN Dollars (\$00.00)**. And be funded from **SAP Account(s) X.00000**.

- a. Progress Payments will be made in accordance with the General Conditions of the Contract.

**CONTRACT DOCUMENTS:** the Contract is comprised of the documents listed in paragraph 1.01 of the General Conditions of the Contract. In the event that any provision of one Contract Document, conflicts with the provision of another Contract Document, the provision in that Contract Document first listed below shall govern, except as otherwise specifically stated:

- a. Agreement (This Instrument)
- b. Addenda to Contract Documents
- c. Legal and Procedural documents other than Bonds
  - 1. Proposal which is attached hereto as "Appendix A".
  - 2. Information for Bidders
  - 3. Advertisements
  - 4. Form of Affidavit for Final Payment
  - 5. Form of Guarantee
- d. Detailed Specifications Requirements
- e. Drawings
- f. General Conditions of the Contract (Sections 1 through 9, inclusive)
- g. Supplementary General Conditions
- h. Bonds
  - 1. Performance, Labor and Material Payment Bond
  - 2. Proposal Guaranty

**AUTHORITY AND RESPONSIBILITY OF THE ARCHITECT - ENGINEERS:** All work shall be done under the general administration of the Architect - Engineer. The Architect - Engineer shall decide any and all questions which may arise as to quality and acceptability of materials furnished, work performed, rate of progress of the work, interpretation of drawings and specifications, and all questions as to the acceptable fulfillment of the contract on the part of the Contractor.

**SUCCESSORS AND ASSIGNS:** This agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the County and the Contractor respectively and his partners, successors, assigns and legal representatives. Neither the County nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

**INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County of Erie, its agents, officers and employees, from any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising out of, directly or indirectly, or relating in any way to the performance or failure to perform under this Agreement by the Contractor or third parties under the direction or control of the Contractor, including but not limited to personal injuries. The Contractor shall defend the County, at its sole expense, against any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

**COUNTY OF ERIE  
DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**EXECUTIVE ORDER No. 13 (2014):** The Contractor shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto **as Appendix “C”** and made a part hereof. The Contractor shall make such records available, upon request, to the County’s Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Contractor, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Contractors’ compliance with Erie County Executive Order 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014) , may constitute grounds for the immediate termination of this Agreement and may constitute grounds for determining that the Contractor is not qualified to participate in future County contracts.

**EXECUTIVE ORDER No. 18 (2017):** The Commissioner or Division Director of the Erie County Department or Division letting the contract has determined that the project contemplated herein is subject to the provisions of Erie County Executive Order #18. Prior to the final execution of this Agreement, Contractor shall furnish to the County a fully executed and verified *Local and Disadvantaged Worker Compliance Certification*. A fillable Certification is included in **Appendix “D”**. Contractor shall make such records as deemed necessary available upon request to the Erie County Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Contractor, for the purpose of verifying information supplied in the Local and Disadvantaged Worker Compliance Certification and for any other purpose reasonably related to confirming Contractor compliance with Erie County Executive Order #18. Notwithstanding any other termination provisions contained herein, violations of the provisions of Executive Order #18 will constitute grounds for immediate termination of the underlying contract and shall further result in the Contractor being deemed a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County.

**EXECUTORY:** This Contract is executory only to the extent of funds appropriated and made available to the County, therefore, and no liability shall be incurred by the County beyond such available funds.

a. The Contractor agrees not to submit a Request for Payment until the Contractor receives an executed copy of this Agreement from the County.

**COUNTY’S RIGHT TO TERMINATE:**

a. The County, upon ten (10) days’ notice to the Contractor, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Contractor shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the values established under the approved Schedule of Values. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Contractor shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner of Public Works, and the Contractor shall direct any approved sub-contractor to do the same. In the event of a dispute as to the value of the Work rendered by the Contractor prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such Work rendered by the Contractor. The Contractor shall accept such reasonable and good faith determination as final.

**COUNTY OF ERIE  
DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

b. In the event the County determines that there has been a material breach by the Contractor of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Contractor of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Contractor. Without limiting the foregoing, upon written notice to the Contractor, repeated breaches by the Contractor of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

**SPECIAL PROVISIONS:** The County and the Contractor mutually agree that this Agreement shall be subject to the following Special Provision:

**The Contractor agrees that he will hold all of the Alternate and/or Unit Prices appearing in the PROJECT PROPOSAL, "Appendix A", for the duration of the Agreement with Owner. All materials and workmanship shall be in strict accordance with specifications and drawings. The Owner, reserves the right to either accept or reject any or all of the Alternate and/or Unit Prices in the PROJECT PROPOSAL, "Appendix A". The total amount of the contract as heretofore states, shall be accordingly increased or decreased, as the case may be.**

**INSURANCE:** During the term of this Agreement, the Contractor agrees to maintain insurance coverage consistent with the insurance requirements attached hereto and incorporated herein as **Schedule B**. Contractor agrees to name the "County of Erie" as an additional insured on all such insurance policies, and to provide to the County Attorney certificate(s) of insurance evidencing such insurance coverage prior to the commencement of any work on the Project. All insurance certificates shall be subject to approval by the office of the County Attorney.

**CONFIDENTIALITY:** The County agrees to assist the Contractor with the scope of work described in the Contractor's Contract by providing applicable drawing files that may include but not be limited to; drawings, specifications, approved submittals and any other reasonable information necessary to perform the Contractor's scope of work. Any and all information provided to the Contractor by The County or the Design Consultant, shall be defined as "Confidential Information".

Contractor hereby agrees to maintain any Confidential Information received or learned in preparation of the underlying scope of work, (a) in confidence to the same extent the Contractor maintains its own proprietary industrial information of similar kind and value (but at a minimum the Consultant shall use commercially reasonable efforts); (b) the Contractor agrees not to disclose such Confidential Information to any Third Party without prior consent of the County; and (c) not use such Confidential Information for any purpose except those permitted by this Agreement.

**RESOLUTION:** This Agreement is made and executed pursuant to resolutions of **the Erie County Legislature adopted on the 00 day of MONTH, YEAR being Communication Number 00E-00**, copy(ies) of which are annexed hereto.



**COUNTY OF ERIE  
DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

This Agreement document, together with the Contract Documents listed on page A2 of the Agreement constitutes the sole and complete agreement and understanding between the Parties.

County of Erie

**VENDOR NAME**

\_\_\_\_\_  
Mark Poloncarz/Lisa Chimera  
County Executive/Deputy County Executive  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Name:  
Title:  
Date:

\_\_\_\_\_  
95 Franklin Street  
BUSINESS ADDRESS

\_\_\_\_\_  
**VENDOR ADDRESS**  
BUSINESS ADDRESS

Buffalo NY 14202  
\_\_\_\_\_  
CITY STATE ZIP

CITY STATE ZIP  
\_\_\_\_\_  
CITY STATE ZIP

**APPROVED AS TO CONTENT**  
*Electronically Signed*

**APPROVED AS TO FORM**  
*Electronically Signed*

COMMISSIONER OF PUBLIC WORKS  
COUNTY OF ERIE, STATE OF NEW YORK

Document No. \_\_\_\_\_  
ASSISTANT ERIE COUNTY ATTORNEY  
COUNTY OF ERIE, STATE OF NEW YORK

**CORPORATE ACKNOWLEDGEMENT**

State of New York )  
County of )

On the \_\_\_ day of \_\_\_\_\_, 2020, before me personally came \_\_\_\_\_,  
to me known who, being by me duly sworn, did depose and say that he reside(s) in \_\_\_\_\_  
\_\_\_\_\_ ; that he is the \_\_\_\_\_ of \_\_\_\_\_, the  
corporation described in and which executed the above instrument; that he knows the seal of said corporation;  
that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of  
directors of said corporation, and that he signed his name thereto by like authority.

\_\_\_\_\_  
Notary Public

Re: PROJECT I.D.

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

**COUNTY OF ERIE  
DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND**

PROJECT No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_  
of \_\_\_\_\_ (hereinafter called Principal) and the  
\_\_\_\_\_ a corporation of the State of \_\_\_\_\_  
having its principal office in the City of \_\_\_\_\_ and authorized to do business in the State of New  
York (hereinafter called Surety) and held and firmly bound unto the County of Erie, State of 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 bounden Principal has by written agreement dated \_\_\_\_\_ 20\_\_ entered into a  
contract with the Obligee for \$ \_\_\_\_\_ which contract and documents included therein by reference  
made a part hereof (hereinafter called Contract), covering the following project, \_\_\_\_\_

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 hereafter be made, with or without notice to the Surety.
2. Promptly make payment to all persons having a direct contract with the Principal or with a subcontractor of 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.

**COUNTY OF ERIE  
DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

PROVIDED, HOWEVER, and this bond is executed and accepted upon the following express conditions.

1. That all persons who have supplied labor and material as aforesaid shall have a direct right of action hereunder against the 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.
2. The Surety for value received hereby stipulates and agrees, if requested to do so by the Obligee, 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 twenty (20) days after notice thereof from the Obligee.
3. That the Obligee 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 Obligee (Owner)
4. That the Surety shall not be liable hereunder for any damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
5. That no suit, action or proceedings, for loss or damage caused by a breach of any of the conditions of this bond shall be brought against the Surety by the Obligee after one (1) year from the day of final acceptance of the work by the Owner.
6. That no suit, action or proceedings 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) (seal)

\_\_\_\_\_  
(Principal) (seal)

By \_\_\_\_\_ (seal)  
President, Vice President, Secretary-Treasurer  
(Surety)

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**SUPPLEMENTARY GENERAL CONDITIONS**

The following supplements modify the "GENERAL CONDITIONS OF THE CONTRACT". Where a portion of the General Conditions is modified or deleted by these Supplementary General Conditions, the unaltered portions of the General Conditions shall remain in effect.

**Item -1: SECTION 3 – RELATIONS AMONG OWNERS, CONTRACTOR AND ARCHITECT/  
ENGINEER**

**3.14 Delete and replace with the following: "3.14 OWNER'S RIGHT TO TERMINATE  
CONTRACT AND COMPLETE THE WORK**

A. The County, upon ten (10) days notice to the Contractor, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Contractor shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the values established under the approved Schedule of Values. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Contractor shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner of Public Works, and the Contractor shall direct any approved sub contractor to do the same.

In the event of a dispute as to the value of the Work rendered by the Contractor prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such work rendered by the contractor. The Contractor shall accept such reasonable and good faith determination as final.

B. In the event the County determines that there has been a material breach by the Contractor of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Contractor of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Contractor. Without limiting the foregoing, upon written notice to the Contractor, repeated breaches by the Contractor of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure."

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

**DIVISION 01 – GENERAL REQUIREMENTS  
SECTION 01 1000 – SUMMARY OF WORK**

**PART 1– GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all other Division 01 and 26 Specification Sections, apply to this Section.

**1.02 SUMMARY**

- A. Section includes:
1. Project information.
  2. Work covered by Contract Documents.
  3. Owner furnished/Contractor Installed Products
  4. Contractor's use of site and premises.
  5. Coordination with occupants.
  6. Work restrictions.
  7. Specification and Drawing conventions.

**1.03 DEFINITIONS**

- A. Work Package: A group of specifications, drawings, and schedules prepared by the design team to describe a portion of the Project Work for pricing, permitting, and construction.

**1.04 PROJECT INFORMATION**

- A. Project Identification: Erie County Correctional Facilities, UPS Replacements, ECDPW PROJECT NO. 2023-860-01.
1. Project Locations:
    - a. Erie County Correctional Facility – 11581 Walden Ave, Alden NY 14004
    - b. Erie County Holding Center – 10 & 40 Delaware Ave, Buffalo NY 14202
- B. Owner: Erie County.
1. Owner's Representative: Lee McElhinny, Jr. Project Engineer (Public Works), 716-858-4905.
- C. Architect/Engineer: Buffalo Engineering, P.C., 4245 Union Road, Buffalo NY 14225.
1. Engineering Representative: Philip Brown, 716-633-5300.

**1.05 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:
1. Replacement and installation of UPS Systems, raceway, devices and associated equipment throughout the facilities and other Work indicated in the Contract Documents.
- B. Type of Contract:
1. Project will be constructed under a single prime contract.

**DIVISION 01 – GENERAL REQUIREMENTS  
SECTION 01 1000 – SUMMARY OF WORK**

**1.06 OWNER-FURNISHED/CONTRACTOR-INSTALLED (OFCI) PRODUCTS**

- A. Owner's Responsibilities: Owner will furnish products indicated and perform the following, as applicable:
1. Provide to Contractor Owner-reviewed Product Data, Shop Drawings, and Samples.
  2. Provide for delivery of Owner-furnished products to Project site.
  3. Upon delivery, inspect, with Contractor present, delivered items.
    - a. If Owner-furnished products are damaged, defective, or missing, arrange for replacement.
  4. Obtain manufacturer's inspections, service, and warranties.
  5. Inform Contractor of earliest available delivery date for Owner-furnished products.
- B. Contractor's Responsibilities: The Work includes the following, as applicable:
1. Designate delivery dates of Owner-furnished products in Contractor's construction schedule, utilizing Owner-furnished earliest available delivery dates.
  2. Review Owner-reviewed Product Data, Shop Drawings, and Samples, noting discrepancies and other issues in providing for Owner-furnished products in the Work.
  3. Receive, unload, handle, store, protect, and install Owner-furnished products.
  4. Make building services connections for Owner-furnished products.
  5. Protect Owner-furnished products from damage during storage, handling, and installation and prior to Substantial Completion.
  6. Repair or replace Owner-furnished products damaged following receipt.
  7. Install owner furnished equipment as indicated in the Contract Documents.
- C. Owner-Furnished/Contractor-Installed (OFCI) Products:
1. UPS equipment including: UPS's, External Bypass Equipment, etc.

**1.07 CONTRACTORS USE OF SITE AND PREMISES**

- A. Restricted Use of Site: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section and "Section 01 5400 – SECURITY".
- B. Limits on Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a occupiable condition throughout construction period. Repair damage caused by construction operations.

**1.08 COORDINATION WITH OCCUPANTS**



**DIVISION 01 – GENERAL REQUIREMENTS**  
**SECTION 01 1000 – SUMMARY OF WORK**

- A. Full Owner Occupancy: Owner will occupy Project site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Refer to "Section 01 5400 – SECURITY" for additional requirements.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
  - 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

**1.09 WORK RESTRICTIONS**

- A. Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Contractor may work in the building between 7:00 a.m. to 5:00 p.m., Monday through Friday. Provide advanced notice for planned work areas and obtain Owner's permission prior to proceeding with planned work in accordance with "Section 015400-Security". Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.
  - 1. Weekend Hours: As coordinated with Owner.
  - 2. Hours for Utility Shutdowns: Only when approved by owner.
  - 3. Hours for Core Drilling and noisy activity: As approved by owner.
- C. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances within the existing building on Project site is not permitted.
- D. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- E. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
  - 1. Maintain list of approved screened personnel with Owner's representative.
- F. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging for temporary utility services according to requirements indicated:
  - 1. Notify Owner not less than 7 days in advance of proposed utility interruptions.
  - 2. Obtain Owner's written permission before proceeding with utility interruptions.

**1.10 SPECIFICATION AND DRAWING CONVENTIONS**

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

**DIVISION 01 – GENERAL REQUIREMENTS  
SECTION 01 1000 – SUMMARY OF WORK**

- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION 01 1000**

**DIVISION 01 – GENERAL REQUIREMENTS  
SECTION 01 1500 – APPLICATION FOR PAYMENT**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. The Contractor for this work shall be held to have read: all of the Bidding Requirements, all of the County of Erie General Conditions, the Supplementary General Conditions, Information for Bidders, Division 1 and Contract Proposal Forms before submitting a tender for the proposed work, and in the execution of the work, he will be bound by all of the conditions and requirements therein.
- B. Drawings and general provisions of the Contract, Division 01 Specification Sections, apply to this Section. All work shall comply with the New York State Uniform Fire Prevention and Building Code, latest edition.

**1.02 GENERAL REQUIREMENTS**

- A. The Contractor shall submit an Application for Payment in accordance with the requirements stated in the General Conditions of the Contract Specifications and as specified in the Project Manual.
- B. Prime Contractor to submit a list of emergency contacts of on-site personnel to contact in the event of an emergency prior to commencing work.
- C. All documents required summarized herein are to be submitted to the Owner and the Architect/ Engineer via email or postal mail. The County will not approve pencil copies verbally. See Section 1.3 Review Procedure below for pencil copy procedure.
- D. During Construction, Monthly Applications for Payment can be approved at a construction progress meeting as scheduled and documented in the Meeting Minutes or by written approval via email or other means as determined by the Owner.

**1.03 REVIEW PROCEDURE**

- A. The Contractor shall submit a Schedule of Values in the 'Request For Payment Worksheet' format included within this specification to the Owner and the Architect/ Engineer for review and approval prior to submitting any pencil copy for approval or formal billing for any work.
  - a) All items already listed in the template provided shall be included as line items accordingly.
  - b) ALL subcontractors with their associated scope of work broken down by line item (row) shall be included as shown in the template provided in the attached. This includes all work that the prime contractor anticipates to be subcontracted to complete the project scope.
    - i. In the event a subcontractor has yet to be identified by the prime contractor, the anticipated scope of work for a subcontractor(s) shall be provided and broken down by line (row) item as shown to the best of the prime contractor's knowledge. The eventual subcontractor(s) used to complete a given scope of work can be listed on future payment applications once a subcontractor is identified by the prime contractor.
    - ii. Work cannot be billed for until the subcontractor (if applicable) is identified for that specific scope/ portion of work related to the project on the Schedule of Values.

**DIVISION 01 – GENERAL REQUIREMENTS  
SECTION 01 1500 – APPLICATION FOR PAYMENT**

- B. The Contractor, Architect/Engineer, Construction Inspector, and Construction Manager (when applicable) must review and approve all Preliminary Requests for Payment (Pencil Copies) prior to submission of the Monthly Application for Payment.
  - a. Pencil copy Requests for Payment attempting to forecast work yet to be completed (billing projections) will not be reviewed
  - b. The Contractor shall submit the pencil copy to the Owner and the Architect/ Engineer, billing for the work completed within the month prior, by the 15<sup>th</sup> of each month. At the contractors discretion and as authorized by the Owner, the Contractor may request to have the pencil copy submission date(s) and/or billing period for prior work completed modified.
- C. After the Pencil Copies are approved, the Contractor shall forward the formal Monthly Application for Payment with all the required documents to the Architect/Engineer.
- D. The Architect/Engineer must review the Applications for Payment to ensure that they are mathematically accurate and that all the required documents are included.
- E. If any of the required documentation is missing or inaccurate, the Owner reserves the right to reject the Application for Payment return to the Contractor. Such action will be recorded in the minutes of the Project Meeting and/or notified by the Owner by email. The Owner is under no obligation to provide a list of missing items but may do so as a courtesy.
  - a. Rejected Applications for Payment must be corrected and re-submitted to the Architect/Engineer for approval.
- F. If the required documentation is complete and accurate the Monthly Application for Payment will be approved and submitted processing once signed by all parties; The Owner, Contractor, Architect/Engineer, Construction Inspector, and Construction Manager (when applicable).
- G. The Department of Public Works, Office of the Commissioner will receive and log-in the approved Monthly Application for Payment when received.

**1.04 REQUIRED DOCUMENTS**

- A. The Contractor's Monthly Application for Payment **must include** one (1) set of originals comprised of the following:
  - 1. Invoice: Printed on the Prime Contractor's own Letterhead.
  - 2. Certificate for Payment: Signature sheet for payment certification and approval.
  - 3. Request for Payment Worksheets: Labor and material costs itemized by Specification Division of Work and/or separated by scope of work of subcontractors.
  - 4. Contractor's & Sub-Contractor's Payment Certification (CPC-1 form): To be completed separately by Prime Contractor and ALL associated Sub-Contractors. This includes Sub-Contractors to the Prime Contractor as well as any associated Sub-Contractors to Sub-Contractors associates with the project.
    - a. Note that Sub-Contractor(s) and named on the Prime Contractor's CPC form must also complete this form separately. Sub-Contractors to Sub-Contractors to the Prime Contractor also need to complete a separate form.

**DIVISION 01 – GENERAL REQUIREMENTS  
SECTION 01 1500 – APPLICATION FOR PAYMENT**

5. MBE/WBE/SDVOB Utilization Forms: Part B - at 30% completion, Part C - at 75% completion to be completed by Prime Contractor.
    - a. MBE/WBE/SDVOB Utilization Forms as required are included within the General Conditions – Appendix A
  6. Certified Payroll Records, from each Prime Contractor and from each Sub-Contractor associated with the project: Certified Payroll Records are to be submitted electronically via LCP Tracker per the General Conditions included as part of this project manual.
    - a. All contractors, including any associated subcontractor performing work on the project, are to submit certified “Non-performing weeks” if no work was performed. This is for all weeks for each (sub)contractor applicable to their respective scope of work from the when work commences to when the work is completed.
    - b. When each respective (sub) contractor scope of work is complete, the certified payroll for the last week on the project is to be marked “Final” in LCPtracker.
  7. Certificate of Insurance for Stored Materials (when applicable): To be completed by Prime Contractor only when billing for stored materials not yet delivered to the jobsite, per sections 4.03, 5.02, and 7.02 of the General Conditions.
- B. The Contractor’s **FINAL** Application for Payment including **retention only must include** one (1) set of originals comprised of the following:
1. Invoice: Printed on the Prime Contractor's own Letterhead.
  2. Certificate for Payment: Signature sheet for payment certification and approval.
  3. Request for Payment Worksheets: Labor and material costs itemized by Division of Work and/or separated by scope of work of subcontractors.
  4. Final Waiver of Lien and Claim (FW-1 form): Affix with Notary Stamp. To be completed by Prime Contractor and ALL associated Sub-Contractors.
  5. Form of Guarantee (F.G.-1 form): To be completed by Prime Contractor only.
  6. Form of Affidavit For Final Payment (F.A.-1 form): To be completed by Prime Contractor only.
  7. Public Improvement Contractor Certification (PICC-2 form): To be completed by Prime Contractor.
  8. Public Improvement Contractor Certification (PICC-1 form): To be completed separately by all Sub-Contractors (if applicable).
  9. MBE/WBE/SDVOB Utilization Form Part D - at 100% completion: To be completed by Prime Contractor only.
  10. Executive Order 18 Workers Compliance Certification (EO18-1 form) (if applicable): To be completed by Prime Contractor only.
  11. Apprenticeship Utilization Certification (AU-1 form) (if applicable): To be completed by Prime Contractor only.

**DIVISION 01 – GENERAL REQUIREMENTS  
SECTION 01 1500 – APPLICATION FOR PAYMENT**

**ALL SIGNATURES ON ALL FORMS NOTED ABOVE MUST BE ORIGINAL SIGNATURES**

**1.05 DISTRIBUTION**

- A. In addition to including MWBE/SDVOB forms with the payment application, the Prime Contractor must mail separately, one (1) copy of the MBE/WBE/SDVOB Utilization forms Part B, Part C, and Part D forms at 30% completion, 75% completion, and 100% completion respectively to the Erie County Division of Equal Employment Opportunity, 95 Franklin St., Buffalo, New York, 14202.
- B. If deemed applicable to the underlying project, the Prime Contractor and all subcontractors shall provide monthly reports demonstrating good faith efforts to meet the requirements outlined in Executive Order #18 dated September 27, 2017 and Local Law 3-2018 via LCPtracker.

**1.06 STANDARD FORMS**

- A. **THE ERIE COUNTY DEPARTMENT OF PUBLIC WORKS' STANDARD FORMS MUST BE USED IN ALL APPLICATIONS FOR PAYMENT. AIA (AMERICAN INSTITUTE OF ARCHITECTS) FORMS OR ANY OTHER FORMS WILL NOT BE ACCEPTED IN LIEU OF THE ABOVE. THE STANDARD FORMS ARE ANNEXED HERETO FOR CONTRACTOR'S REFERENCE AND USE.**

**CONTRACTOR'S MONTHLY APPLICATION FOR PAYMENT CHECKLIST**

PROJECT NAME: \_\_\_\_\_

PAYMENT NO.: \_\_\_\_\_

DPW PROJECT NO.: \_\_\_\_\_ CONTRACTOR NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

*Prime/Sub-Contractor Name	Invoice	Certificate For Payment	Request for Payment Worksheet	Contractor's Payment Certification (CPC-1)	M/WBE& SDVOB Utilization Part B-30%	M/WBE& SDVOB Utilization Part C-75%	Certified Payroll Records	Certification for Stored Materials	*Subs Included in this Pay App.	Comments

\*Prime Contractor shall list all sub-contractors included in their scope of work and shall make a check mark (Subs included column) for those sub-contractors covered under this payment application. Refer to Section 011500 - Application for Payment for additional payment information, requirements and procedures for Reduction in Retention and Final Payment.

**SAMPLE INVOICE**  
(ON YOUR OWN LETTERHEAD)

**X.Y.Z. CO., INC.**

499 Elm Avenue  
P.O. BOX 9-C  
Buffalo, NY 14000  
Telephone: (716) 666-8888

Date: \_\_\_\_\_

Payment No.: \_\_\_\_\_

To: COUNTY OF ERIE  
DEPARTMENT OF PUBLIC WORKS – OFFICE OF THE COMMISSIONER  
14<sup>TH</sup> FLOOR  
95 FRANKLIN STREET, ROOM 1408  
BUFFALO, NY 14202

Re: PROJECT NAME: \_\_\_\_\_  
DPW PROJECT NO.: 2021-XXX-01  
BILLING PERIOD: From 1/1/2021 to: 1/31/2021

ORIGINAL CONTRACT AMOUNT:		\$	0.00
CHANGE ORDER:	NO.: _____	\$	0.00
	NO.: _____	\$	0.00
	NO.: _____	\$	0.00
CONTRACT SUM TO DATE:		\$	0.00

Total Complete to Date:	\$	0.00
Less 5% Retainage:	\$	0.00
Total Earned Less 5% Retainage:	\$	0.00
Less Previous Payments	\$	0.00
Current Amount Due:	\$	0.00

VENDOR NO: xxxxxx  
CE/PO NUMBER: CE40000XXXXX  
CONTRACT DOC NO: XX-XXX-PW  
SAP WBS NO: X.XXXXXX.X



# CERTIFICATE FOR PAYMENT

**PROJECT NAME:** \_\_\_\_\_

**CONTRACTOR NAME:** \_\_\_\_\_

**DPW PROJECT NO.:** \_\_\_\_\_

**PAYMENT NO.:** \_\_\_\_\_

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Undersigned certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

**AMOUNT CERTIFIED** ..... \$ \_\_\_\_\_

Contractor Company Name	Contractor Representative's Name	Signature	Date
-------------------------	----------------------------------	-----------	------

Architect/Engineer Firm Name	Architect/Engineer Representative's Name	Signature	Date
------------------------------	--	-----------	------

**Erie County DPW**

Construction Inspector (Owner)	Construction Inspector (Owner) Name	Signature	Date
--------------------------------	-------------------------------------	-----------	------

**Erie County DPW**

Project Manager (Owner)	Project Manager (Owner) Name	Signature	Date
-------------------------	------------------------------	-----------	------

This Certificate is not negotiable. The **AMOUNT CERTIFIED** is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# REQUEST FOR PAYMENT - WORKSHEETS

PROJECT NAME: \_\_\_\_\_

SHEET#: \_\_\_\_\_ OF \_\_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_

DPW PROJECT NO.: \_\_\_\_\_

PAYMENT NO.: \_\_\_\_\_

TYPE OF CONSTRUCTION WORK: \_\_\_\_\_

BILLING PERIOD: FROM \_\_\_\_\_ TO \_\_\_\_\_

DATE: \_\_\_\_\_

ITEM NO.	ITEM	ITEM PRICE		PERCENT COMPLETE		AMOUNT COMPLETE TO DATE		AMOUNT PREVIOUSLY BILLED		AMOUNT THIS BILLING		AMOUNT UNBILLED	
		L	M	L	M	L	M	L	M	L	M	L	M
PREVIOUS SUBTOTAL(If Applicable)													
PRIME CONTRACTOR – XYZ COMPANY													
1	Mobilization												
2	Bonds and Insurances												
3	Supervision												
4	Temporary Facilities/ Conditions												
SUBCONTRACTOR(S) as applicable – XYZ COMPANY (All subs are to be listed with their respective scopes of work)													
X	Building/ Project Cleaning												
X	Closure Docs/ Record Drawings												
X	Oper. & Maint. Manuals												
SHEET SUBTOTAL													

# REQUEST FOR PAYMENT - WORKSHEETS

PROJECT NAME: \_\_\_\_\_

SHEET#: \_\_\_\_\_ OF \_\_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_

DPW PROJECT NO.: \_\_\_\_\_

PAYMENT NO.: \_\_\_\_\_

TYPE OF CONSTRUCTION WORK: \_\_\_\_\_

BILLING PERIOD: FROM \_\_\_\_\_ TO \_\_\_\_\_

DATE: \_\_\_\_\_

ITEM NO.	ITEM	ITEM PRICE		PERCENT COMPLETE		AMOUNT COMPLETE TO DATE		AMOUNT PREVIOUSLY BILLED		AMOUNT THIS BILLING		AMOUNT UNBILLED	
		L	M	L	M	L	M	L	M	L	M	L	M
PREVIOUS SUBTOTAL(If Applicable)													
NO.	ALLOWANCES (If Applicable)												
<b>CONTRACT TOTALS</b>													
<b>CONTRACT GRAND TOTAL</b>													
NO.	APPLIED CHANGE ORDERS												
	Change Order X-0X												
<b>CHANGE ORDER TOTALS</b>													
<b>CHANGE ORDER GRAND TOTAL</b>													
<b>ADJUSTED TOTALS</b>													
<b>ADJUSTED GRAND TOTAL</b>													



**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**CONTRACTOR'S & SUB-CONTRACTOR'S PAYMENT CERTIFICATION  
TO THE COMPTROLLER OF THE COUNTY OF ERIE, NEW YORK**

BILLING PERIOD (to match invoice): From: \_\_\_\_\_ to: \_\_\_\_\_

Pursuant to the \_\_\_\_\_ work for  
(type of work or contract)

\_\_\_\_\_ shown on the attached payment request,  
(name of project)

**I CERTIFY**

(1) That the following constitute all the sub-contractors employed by me on this work during the period covered by this request (any sub-contractor named below must also submit this form separately. If none, so state). If there are more contractors than lines shown below, please provide an attached list with the signed/ notarized form:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

(2) That the following constitute all claims by sub-contractors & suppliers for material, labor and/or supplies used by me on this work, which are due and payable and have not been paid (If none, so state):

NAME	ADDRESS	AMOUNT
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(3) That the following constitute all laborers employed by me on this work who are unpaid and the amount due each (If none, so state):

NAME	ADDRESS	AMOUNT
_____	_____	_____
_____	_____	_____
_____	_____	_____

(4) That all employees engaged by me on this work have been paid the prevailing rate of wages on prevailing rate schedule case no. \_\_\_\_\_  
(PRC)

Dated: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

State of New York }  
County of Erie }

\_\_\_\_\_ being duly sworn, deposed and says, that he is the  
\_\_\_\_\_ of the above company; that he has read the above statement:  
that he knows the contents thereof, and that the same is true of his own knowledge.

\_\_\_\_\_  
Commissioner of Deeds or Notary Public, Erie County

**THIS PAGE IS INTENTIONALLY LEFT BLANK**



# FINAL WAIVER OF LIEN AND CLAIM

To: County of Erie

(Owner)

From:

(Name of Contractor Company)

(Address of Contractor Company)

Project:

The undersigned Contractor, Subcontractor or Supplier Company (hereinafter "Contractor"), for and in consideration of the sum of \$ \_\_\_\_\_ being payment for any and all work performed, services rendered and / or materials furnished with respect to the aforementioned Project, under all contracts, orders and instructions, including extras, written, and for other goods and valuable consideration paid by Owner, the receipt and sufficiency of which is hereby acknowledged, hereby covenants and warrants:

1. Contractor does hereby waive, release and relinquish any and all claims, demands and rights of lien to the extent of the amount shown hereon and previously paid for all work, labor, materials, machinery or other goods, equipment or services done, performed or furnished for the construction located at the project described above.
2. Contractor warrants that it has not been delayed in the performance of its works to date and that it has incurred no extra costs in connection herewith. The undersigned specifically waives, relinquishes and releases any and all claims incurred or alleged in connection with its work to date except only those claims, if any, previously denominated as claims and warrants and represents that any and all valid labor and / or materials and equipment bills, now due and payable, on the project herein above described on behalf of the undersigned have been paid in full to date of this waiver, or will be paid from these funds.
3. Contractor hereby agrees to indemnify and defend the Owner and to hold them free and harmless from any and all loses, claims, damages and expenses, including attorney's fees, arising directly or indirectly from any inaccuracy recited in the facts herein, from any failure to the Contractor to pay in full all sums due its laborers, subcontractors, material men and suppliers on the project, or from any liens against the project moneys filed by any such laborer, subcontractor, material men or suppliers.

Total Contract to Date: \$ \_\_\_\_\_

Due on Total Contract (after above payment): \$ \_\_\_\_\_

Contractor

Notary Public

Sworn to before me on this \_\_\_\_\_ Day of \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

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

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

Title: \_\_\_\_\_

(Affix Notary Stamp)

**THIS PAGE IS INTENTIONALLY LEFT BLANK**



OFFICE OF THE COMPTROLLER

PUBLIC IMPROVEMENT CONTRACT CERTIFICATION

Name of Project: \_\_\_\_\_

Prime Contractor Certification

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

Name	Amount
_____	_____
_____	_____
_____	_____

4. The contractor hereby files every verified statement required to be obtained by the contractor from the subcontractor(s).
5. Upon information and belief, except as stated herein, all laborers (exclusive of executive or supervisory employees) employed on the project have been paid the prevailing wage and supplements for their services through \_\_\_\_\_ (if more than one subcontractor, list name and date separately), the last day worked on the project by their subcontractor(s). Set forth any unpaid wages and supplements; if none, so state and utilize clause 6.

Name	Amount
_____	_____
_____	_____
_____	_____

6. The contractor has no knowledge of amounts owing to or on behalf of any laborers of its subcontractor(s).
7. Pursuant to Section 223 of the New York State Labor Law, the contractor shall be responsible if the State Commissioner of Labor determines that wages and/or supplements were not paid or provided to employees of its subcontractor(s) in accordance with the appropriate schedule.

COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER

I have read the foregoing statements and any schedules attached hereto and know the contents thereof, and I hereby verify that the same is true of my own knowledge, except that the statement with respect to wages and supplements owing by subcontractor is certified upon information and belief.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ACKNOWLEDGEMENT:

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_:SS: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_

before me personally came \_\_\_\_\_ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County

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

COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER

OFFICE OF THE COMPTROLLER

PUBLIC IMPROVEMENT CONTRACT CERTIFICATION

Subcontractor Certification

Name of Project: \_\_\_\_\_

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

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title

ACKNOWLEDGEMENT:

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_ :SS: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ before me personally came \_\_\_\_\_  
\_\_\_\_\_ to me known and known to me to be the person described in  
and who executed the foregoing instruction and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County

If this affidavit is verified by an oath administered by a notary public in a foreign county other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See CPLR Sect. 23099c); Real Property Law, Sect. 311, 312.)

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

**FORM OF GUARANTEE**

DATE OF SUBSTANTIAL COMPLETION: \_\_\_\_\_

BUILDING: \_\_\_\_\_

OWNER: COUNTY OF ERIE

Gentlemen:

The undersigned guarantees the \_\_\_\_\_ work  
(type of work)

for the \_\_\_\_\_ under its contract  
(name of project)

dated \_\_\_\_\_ with the COUNTY OF ERIE and change orders thereto,  
be in accordance with drawings and specifications prepared

by: \_\_\_\_\_  
(Name of Architect or Engineer)

including approved modifications to said drawings and specifications, and to be free from imperfect workmanship and/or materials.

Furthermore, the undersigned agrees to repair at its own expense, for a period of two (2) years from the date of substantial completion,  
all of the \_\_\_\_\_ work covered  
(type of work)

under said contract and change orders, that may prove defective.

Furthermore, the undersigned also agrees to pay the cost of repairing all damages to other work resulting from the defects in its own work and to pay the cost of replacing other work which the undersigned may disturb in making good defects in its own work.

It is also understood that COUNTY OF ERIE and/or Architect/Engineer shall give notice of observed defects with reasonable promptness, and all questions arising under this guarantee shall be decided by the COUNTY OF ERIE.

All corrections to defective work are to be done promptly and at the convenience of the Owner. Access to the work is to be scheduled by the Owner during normal working hours.

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

Note: This form shall be executed in duplicate with original signatures.

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

**FORM OF AFFIDAVIT**  
**FOR FINAL PAYMENT**

STATE OF NEW YORK

COUNTY OF ERIE

\_\_\_\_\_ being duly sworn, deposes and  
says that (s)he is the contractor for \_\_\_\_\_ in the  
(kind of work)  
construction of \_\_\_\_\_  
(Name of Project)  
for COUNTY OF ERIE, the Owner; and says that (s)he is the

\_\_\_\_\_  
(President or Vice President) (Secretary or Treasurer)  
of \_\_\_\_\_ the contracting corporation.  
(Name of Firm)

Deponent states that all bills and claims against the undersigned and his sub-contractors for labor, materials and equipment employed in the performance of this contract have been paid in full except the bill and claims listed below or on the schedule attached hereto.

(IF NONE, SO STATE)

\_\_\_\_\_  
(Name of Contractor)

"SEAL"

By \_\_\_\_\_

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

NOTE: This form shall be executed in duplicate with original signatures.

**THIS PAGE IS INTENTIONALLY LEFT BLANK**



**APPRENTICESHIP UTILIZATION**  
**CERTIFICATION FOR FINAL PAYMENT**

STATE OF NEW YORK

COUNTY OF ERIE

\_\_\_\_\_ being duly sworn, deposes and says that he is the Contractor for the work associated with \_\_\_\_\_

\_\_\_\_\_ for the COUNTY OF ERIE, the Owner; and says that he is the \_\_\_\_\_

\_\_\_\_\_, the contracting company.

Deponent certifies that in accordance with Erie County Local Law 3-2018, \_\_\_\_\_% is the final percentage of persons participating in an apprenticeship program that the undersigned employed in the performance of this Contract.

Deponent further states that he has read the above statement and knows the content thereof, and that the same is true of his own knowledge.

\_\_\_\_\_  
(Name of Contractor)

“CORPORATE  
SEAL”

By \_\_\_\_\_

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

ERIE COUNTY LOCAL AND DISADVANTAGED  
WORKER COMPLIANCE CERTIFICATION

In order to comply with Erie County Executive Order #18 dated September 27, 2017 we hereby make the following certification for the \_\_\_\_\_ project:  
(name of project)

\_\_\_\_\_ 1) We hereby certify that, including any and all subcontracted work hours used on the project, we are in full compliance with Erie County Executive Order #18.

OR,

\_\_\_\_\_ 2) We hereby certify that on \_\_\_\_\_, \_\_\_\_\_ we submitted a partial waiver request to the Erie County Office of Equal Employment Opportunity. Such request for partial waiver was granted on \_\_\_\_\_, \_\_\_\_\_. The conditions granted to us under this partial waiver allow for

\_\_\_\_\_  
\_\_\_\_\_

We further certify that we are in compliance with all conditions granted to us under this partial waiver.

We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order #18 will constitute grounds for the immediate termination of this Agreement and will further result in the Contractor being deemed a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

Verification

STATE OF NEW YORK )  
COUNTY OF ERIE ) SS:

A) \_\_\_\_\_, being duly sworn, states he or she is the owner of (or partner in) \_\_\_\_\_, and is making the foregoing Attestation and Statement of Workforce and that such representations made are true to his or her own knowledge.

B) \_\_\_\_\_, being duly sworn, states that he or she is the (Name of Corporate Officer) \_\_\_\_\_, of (Name of Corporation or Enterprise) \_\_\_\_\_, that he or she has read the Attestation and Statement of Workforce and that such representations made are true to his or her knowledge, and are made at the direction of the Board of Directors of the Corporation.

Sworn to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

**EXECUTIVE ORDER NO. 18  
 ERIE COUNTY LOCAL AND DISADVANTAGED  
 WORKER COMPLIANCE CERTIFICATION – WAIVER REQUEST**

COMPANY: \_\_\_\_\_  
 PROJECT NAME: \_\_\_\_\_  
 PROJECT NUMBER: \_\_\_\_\_  
 ADDRESS / PHONE: \_\_\_\_\_

**Waiver Request Requirements are as follows:**

1. Contractor has made a good faith effort to meet the requirements of Executive Order No. 18.
2. This waiver request form is to be accompanied with a detailed description of reasons to grant the waiver request on company letterhead per the requirements included in the Rules and Regulations “Waiver Process”.
3. In the event Contractor is seeking a waiver due to **workforce** challenges, Contractor must provide proof of the following:
  - a. Job postings per the Rules and Regulations and a description of candidate responses; and/or
  - b. A copy of the company’s collective bargaining or other legally binding agreement(s) (i.e. union signatory agreements or exclusivity agreements, etc.) and a description of how Contractor attempted to meet E.O. 18 requirements via this hiring process.
4. In the event Contractor is seeking a wavier due to **specialized work**, Contractor must provide a description of the specialized work, the particular skills and/or licenses required to complete such work and the reasons why a waiver is needed.
5. If a partial waiver is granted, Contractor is required to be in full compliance with the adjusted requirements.

A waiver provided for Executive Order No. 18, is hereby requested on the grounds that we have met the job posting requirements of the waiver process and are seeking a reduction of the following workforce requirements:

<u>Percentage Required</u>	<u>Percentage Requested</u>
Local Labor (100%):	_____
Erie County (70%):	_____
Disadvantaged (30%):	_____

-OR-

A waiver provided for Executive Order No. 18, is hereby requested due to the nature of specialized work and the revised dollar amounts of the contract are proposed to be as follows:

Original Awarded Contract Value: \$ \_\_\_\_\_

Proposed Decrease in Contract Value subject to EO 18 requirements: \$ \_\_\_\_\_  
 (if requesting partial waiver)

Revised Contract Value subject to subject to EO 18 requirements: \$ \_\_\_\_\_

\_\_\_\_\_  
 SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
 DATE

**FOR ERIE COUNTY APPROVAL:**

\_\_\_\_\_  
 Office of Equal Employment Opportunity

\_\_\_\_\_  
 Erie County Department Representative

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

**DIVISION 01 – GENERAL REQUIREMENTS  
SECTION 01 2100 - ALLOWANCES**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.02 SUMMARY**

- A. Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to the Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Unit-cost allowances.
  - 2. Lump-sum allowances
- C. Related Requirements:
  - 1. Section 012200 "Unit Prices" for procedures for using unit prices.

**1.03 SELECTION AND PURCHASE**

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier as approved through the submittal process.

**1.04 ACTION SUBMITTALS**

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

**1.05 INFORMATIONAL SUBMITTALS**

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance. These tickets should be signed by the Construction Inspector assigned to the project.

**DIVISION 01 – GENERAL REQUIREMENTS  
SECTION 01 2100 - ALLOWANCES**

1. The above only applies to allowance draws that do not have a unit price associated with the scope of work and are authorized by the Owner.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance. These tickets should be signed by the Construction Inspector assigned to the project.
  1. The above only applies to allowance draws that do not have a unit price associated with the scope of work and are authorized by the Owner.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

**1.06 ALLOWANCE COORDINATION**

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.
- B. See Sections 1.7 and 1.8 within this specification below for permitted markups to Lump-Sum and Unit-Price Allowances, respectively.
- C. At Project closeout, a credit for unused amounts remaining in all allowances will be processed by a Change Order to the Owner
  1. The credit to the Owner shall be inclusive of a reasonable overhead and profit margin for Lump-Sum Allowances. Unit Price allowances do not need to include an overhead and profit margin as Unit-Price allowances do not include this markup as part of the Base Bid Proposal.
- D. Under no circumstances, is the Contractor permitted to exceed the value of the allowance without prior authorization from the Owner. Charges in excess of the allowance threshold may result in incurred costs to the Owner with no requirement by the Owner for reimbursement for the costs in excess of the allowance.
  1. If allowances draws exceed the amount of the allowance and are authorized by the Owner, the amount of authorized work that exceeds the value of the allowance, will be treated as a Change Order, as defined in the General Conditions under 'Payment for Extra or Omitted Work' included within the Project Manual
- E. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- F. All charges against an allowance are subject to the Owner and/ or Architect/ Engineer's review and authorization prior to payment of any allowance.
- G. All work authorized by the Owner to be billed to an Allowance, shall have the associated certified payroll submitted within LCPtracker software. See General Conditions for additional information.

**1.07 LUMP-SUM ALLOWANCES**

- A. Lump-Sum Allowances shall be inclusive of all applicable costs associated with executing the work as authorized by the Owner including but not limited to; installation, insurance, equipment, labor, material, delivery to Project site, startup and turn over to the Owner.



**DIVISION 01 – GENERAL REQUIREMENTS  
SECTION 01 2100 - ALLOWANCES**

1. The contractor is to include an overhead and profit percentage markup within the sealed bid proposal, at a rate as determined by the contractor, for each allowance associated to a given Contract as part of the Project for which the contractor is bidding. See the 'Information To Bidders' Section included within the Project Manual for all items required at the time of the Bid Opening.
  
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials of an allowance shall be included as part of the Contract Sum and not part of the allowance.
  
- C. No items within the base bid scope of work will be paid for through the allowance.
  
- D. If no unit price is specified, changes to the base bid scope of work will be handled by one of the following:
  1. On a time and material.
    - a. For work authorized by the Owner on a time and material basis, it is expected that the Owner be provided a complete breakdown of all charges against the allowance, separated by labor, material and equipment with the daily time and material tickets, signed by the contractor as well as the assigned Construction Inspector, for billing backup.
  2. A lump sum proposal basis.
    - a. Lump sum proposal items to be charged to an allowance are to be authorized by the Owner and is to include a time, material and applicable markup breakdown. Daily T&M work tickets are not required to be provided.
  3. In either case above, work shall not commence prior to written authorization by the Owner.
  4. In either case above, IF a subcontractor is hired by the prime contractor to execute the work, the subcontractor is permitted a 10% markup on labor, materials and equipment associated with their work. The prime contractor is not permitted an additional markup.
  
- E. Unused Materials: Turn over any unused or left-over materials purchased under an allowance to the Owner, after installation has been completed and accepted. The contractor may only bill the Owner for unused or left-over materials that were previously authorized to be drawn off the allowance.
  1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

**1.08 UNIT-PRICE ALLOWANCES**

- A. Unit prices as included in the bid proposal form will be used to charge to an allowance as applicable and as directed by the Owner.
  1. Unit Price Allowances DO NOT include an overhead and profit margin to the overall allowances. Unit Prices are to be inclusive of the overhead and profit margin as determined by the contractor within the unit price item.
  
- B. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include freight and delivery to Project site.
  
- C. Allowances will be paid by the unit price provided as part of base bid as shown on the Proposal Form included within the bid submitted by the contractor. No additional markup is permitted on unit prices.
  
- D. Work shall not commence prior to written authorization by the Owner.

**DIVISION 01 – GENERAL REQUIREMENTS  
SECTION 01 2100 - ALLOWANCES**

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION**

**3.01 EXAMINATION**

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

**3.02 PREPARATION**

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

**3.03 SCHEDULE OF ALLOWANCES**

- A. Allowance No. E-1: Include an allowance of \$25,000.00 for use according to Owner's written instructions.

**END OF SECTION**

**PART 1 – GENERAL**

**1.01 REFERENCE**

- A. Documents affecting work of this section include but are not necessarily limited to the Agreement, the technical specifications sections and the project drawings.

**1.02 RELATED SECTIONS**

- A. All technical specification sections.

**1.03 SUMMARY**

- A. This Work of this Contract may be performed at an Erie County secure detention or correctional facility.
- B. Any reference to “Facility” shall mean a secure detention or correctional facility under Erie County jurisdiction.
- C. Any reference to “Correction Officer” shall mean an Owner designated employee of the Facility, typically a corrections officer.
- D. Any reference to “ID Officer” shall mean an Owner designated employee of the Facility, typically a corrections identification officer.
- E. Any reference to “Tool Security Officer” shall mean an Owner designated employee of the Facility, typically a corrections officer.
- F. Any reference to “Security Officer” shall mean an Owner designated employee of the Facility, typically a corrections officer.
- G. Any reference to “Captain” shall mean an Owner designated employee of the Facility, typically a corrections identification officer holding the rank of Captain.
- H. Any reference to the “Contractor” shall mean Contractors, Sub-Contractors, and any/all of their employees.
- I. Any persons other than a Contractor, such as suppliers and equipment manufacturers, must comply with the Facility’s visitor regulations.
- J. Contractors shall comply with and adhere to the Facility’s security regulations and the requirements of this section.
- K. Any Work actions that would constitute a breach of the Facility’s security, in the opinion of the Owner or the Captain, must be addressed and resolved by the Contractor prior to the end of the Work day, to the satisfaction of the Captain.

**1.04 SCHEDULING FOR CORRECTION OFFICER COVERAGE**

- A. Any time a Contractor is performing Work within the secure perimeter of the Facility, Correction Officer coverage must be provided as deemed appropriate by the Captain.
- B. Notify the Facility at least 24 hours in advance of each day’s work activities, regarding the number of crews which will be working, including when and where they will be working.

**DIVISION 01 – GENERAL REQUIREMENTS  
SECTION 01 5400 - SECURITY**

- C. Any changes from the notified daily Work activities shall make the Contractor liable for any additional costs to the Owner for Correction Officer coverage resulting from these changes.

**1.05 SECURITY REGULATIONS**

A. BACKGROUND CHECK:

The Work of this contract is being performed at a secure facility. As such, prior to entering the project site and the Facility. Contractor's and Sub-contractors' employees shall have a background check performed, without charge, by the Facility B&G Supervisor.

Each contractor employee requesting entrance to the facility will be required to provide Social Security Number, a copy of personal Drivers License and phone number to the Facility B&G Supervisor to facilitate the mandatory background check.

Entry into the project site and Facility by the captioned persons shall be subject to the approval of the Erie County Sheriff's Office.

Anyone deemed inappropriate to enter the project site and Facility or to perform Work in a secure facility, by the Owner or by the Erie County Sheriff's Office, will not be allowed access to the project site and Facility.

Former inmates in the State correctional system, or any County, City, Federal jail, or lockup may not be permitted inside project site and Facility, unless reviewed and approved by the Captain, in consultation with the Facility Superintendent.

B. WORK HOURS:

The Contractor will have access to the site to the Work site, at minimum a full eight hours per day. Should the Contractor desire to in addition to the minimum eight hours, this shall be scheduled with the Facility.

The Contractor shall anticipate an additional one-hour total processing time to enter and exit the Facility per day. The actual time when the Contractor (including truck drivers) may enter and exit the Facility will be established by the Facility.

Employees who are more than 15 minutes late for their scheduled entrance time may be denied entry, with exception of the Construction Superintendent and/or Project Manager.

Employees, other than approved Construction Superintendents, Project Managers and truck drivers will not be allowed to leave the Facility during the workday and will be required to bring their lunches and eat in the work areas.

C. TOOL CHECK IN:

All of the Contractors' employees, tools, materials and vehicles entering a secured area must be checked in and out through an area designated by the Facility.

All Contractors working inside the Facility shall maintain inventories of all tools and other equipment. A copy of the inventory shall be forwarded to the Tool Security Officer. Contractors must notify the Tool Security Officer immediately if a tool is discovered missing.

Daily tool inventories shall be completed by the Contractor and the Facilities Tool Security Officer at the beginning and completion of every work day.

D. IDENTIFICATION BADGES:

**DIVISION 01 – GENERAL REQUIREMENTS  
SECTION 01 5400 - SECURITY**

A photo identification badge may be furnished and maintained by the Facility for all Contractors' employees, including Sub-contractors' employees. Additionally, each person entering the Facility may be hand-stamped using the ultraviolet hand-stamping technique to aid in identifying people leaving the Facility.

**E. ILLEGAL SUBSTANCES:**

Alcoholic beverages or illegal drugs of any kind will not be allowed on Facility premises. Prescription medications must be brought to the attention of the Security Officer upon arrival. A single day supply of prescription medicine will be allowed into the Facility. Persons under the influence of illegal drugs or alcohol will not be allowed into the Facility. Persons under the influence of illegal drugs or alcohol will not be allowed into the Facility and may be permanently removed from the project.

**F. WEAPONS:**

Firearms, ammunition or other weapons (including mace or pepper spray) will not be allowed in the Facility at any time.

**G. CONTACT WITH OCCUPANTS:**

Contact, communication, or exchange of any article with Facility inmates is strictly prohibited. Any attempts by inmates to contact or communicate with contractors must be reported immediately to the Security Officer on Duty.

**H. EMERGENCY SITUATIONS :**

In the event of an emergency of any kind, which may interfere with the welfare or operation and security of the Facility or its personnel, the Facility reserves the right to stop Work for a period of time. During this period, Contractors shall remain in designated areas and shall follow directions of any Correction Officer (s) or Facility Employee(s) on duty.

**I. TOOLS AND TOOL CLASSIFICATIONS:**

The Contractor shall check tools in out of the Facility and the Work area, through the Tool Security Officer, on a daily basis, The Contractor shall assume all responsibilities for tools checked in. Every tool checked in shall also be checked out on a daily basis.

The Contractor shall store tools authorized as allowed in the Facility and the Work area in approved, locked toolboxes, where directed by the Owner, when not in use.

Certain extremely hazardous tools present a higher risk in a correctional facility setting and must be removed from the Facility daily. These extremely hazardous tools include the following:

1. Bolt Cutters
2. Locksmith tools
3. Powder-activated tools (e.g. ram set, Hilti, etc)
4. Pneumatic nailer.
5. Rescue saws (K-12 type, gasoline or electric)
6. Torches (all cutting-mixing gauges & torch heads).
7. Metal cutting blades and/or disc.

The Tool Security Officer and the Captain will determine if any other tools brought into the Facility should be designated extremely hazardous. If any tool is designated as extremely hazardous, such tools may be required to be removed daily. These may include:

**DIVISION 01 – GENERAL REQUIREMENTS  
SECTION 01 5400 - SECURITY**

1. HEPA Masks, N-95 Masks, M-17 Protective Masks, self-contained breathing apparatus, respirators, and filters. All disposable respirator masks must be accounted for, inventoried and disposed of properly.

Blueprints are regarded as tools and should be handled accordingly. All blueprints are to be secured, accounted for and turned over to the Facility at the conclusion of the project.

Tool Removal from Work Area: All other tools (those not designated as extremely hazardous) must be removed from all Work areas on a daily basis. If such tools are stored on site, they shall be placed within designated secure storage containers, as directed by the project documents and by the Facility.

**J. CONSTRUCTION MATERIALS:**

The Contractor shall check construction materials in and out (if appropriate) of the Facility and the Work area, through the Tool Security Officer, on a daily basis.

The Contractor shall assume all responsibilities for material checked in.

Unless approved otherwise by the Owner, all construction materials must be removed from all Work areas on a daily basis.

The Tool Security Officer and the Captain will determine if any construction materials brought into the Facility should be designated extremely hazardous. If any construction material is designated as extremely hazardous, such construction material (if not incorporated into the Work of the project) may be required to be removed daily.

**K. ELECTRONIC DEVICES:**

**Cell Phones:**

The possession of cell phones within the perimeter security fences is strictly prohibited.

The use of cell phones outside the perimeter fence is permitted.

**Radios:**

Radios require approval for use on Facility property by the Captain of Tool Security Officer for a specific task.

If approved, radios must be checked in and out of the Work area on a daily basis by the Tool Security Officer.

Radios must be removed from the Facility on a daily basis.

Radios can not interfere, in any way, with Facility radio systems.

**Laptop Computers:**

Laptop computers (with or without modems) when necessary for the installation, maintenance, or repair of equipment will be considered for approval in Work areas.

Laptop computers shall be approved for use on Facility property by the Captain or Tool Security Officer.

Laptop computers must be removed from the Facility on a daily basis.

**DIVISION 01 – GENERAL REQUIREMENTS  
SECTION 01 5400 - SECURITY**

**Pagers:**

Only those pagers necessary for the Work of the Project will be considered for approval in Work areas.

Pagers shall be approved for use on Facility property by the Captain or Tool Security Officer.

If approved , pagers must be checked in and out of the Work area on a daily basis by the Tool Security Officer.

Pagers must be removed from the Facility on a daily basis.

**Cameras:**

Only those cameras necessary for the Work of the Project will be considered for approval in Work areas.

Cameras shall be approved for use on Facility property by the Captain or Tool Security Officer.

Cameras must be removed from the Facility on a daily basis.

**L. CONTROL OF VEHICLES AND HEAVY EQUIPMENT:**

Only vehicles and heavy equipment necessary for the Work of the Project will be considered for approval within the Facility and in Work areas.

Vehicles and heavy equipment shall be approved for use on Facility property by the Captain or Tool Security Officer.

If approved, vehicles and heavy equipment must be checked in and out of the Work area on a daily basis by the Tool Security Officer.

The Contractor shall assume all responsibilities for vehicles and heavy equipment checked in.

Unless approved otherwise by the Tool Security Officer or the Captain, vehicles and heavy equipment must be removed from the Facility on a daily basis.

If approved for storage within the facility, vehicles and heavy equipment shall be stored on in designated areas, as directed by the project documents and by the Facility.

If vehicles and heavy equipment are approved to be stored within the Facility, they shall be disabled in accordance with direction given by the Facility.

All vehicles and heavy equipment left unattended at any time on Facility grounds shall be securely locked from entry and operation. Vehicle locks shall be kept in operating order at all times. No vehicle will be allowed access any other area without proper authorization.

All vehicles and heavy equipment containing any sort of combustible fuel, when left unattended, must be equipped with a locking fuel cap.

**M. SCAFFOLDING, HOISTS AND LADDERS:**

All scaffolding, ladders and hoists shall be secured by chain and locked to a stationary object when not in use.

**DIVISION 01 – GENERAL REQUIREMENTS  
SECTION 01 5400 - SECURITY**

All scaffolding, ladders and hoists in use within the secure perimeter of the facility, shall be secured by chain, and locked to a stationary object.

A scaffolding, ladder and hoist inventory (listed by size) used in the work areas shall be maintained by the contractor. This inventory shall be checked on a daily basis by the Tool Security Officer and the Captain.

**N. CONSTRUCTION DEBRIS:**

The Contractor shall clean the work area of all construction debris on a daily basis.

Any construction debris that, in the opinion of the Tool Security Officer or the Captain, would jeopardize the safety and security of the Facility shall be removed from the facility immediately by the Contractor.

**PART 2 – PRODUCTS (Not Used)**

**PART 3– EXECUTION (Not Used)**

**END OF SECTION**



**DIVISION 01 – GENERAL REQUIREMENTS  
SECTION 01 7700 – CLOSEOUT PROCEDURES**

**PART 1– GENERAL**

**1.01 SUMMARY**

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
  
- B. Related Section:
  - 1. Division 1 Section “Project Record Documents: for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 2. Division 1 Section “Operation and Maintenance Data” for operation and maintenance manual requirements.
  - 3. All Divisions for “Demonstration and Training” for requirements for instructing Owner’s personnel.
  - 4. All Divisions for specific closeout and special cleaning requirements for the Work in those Sections.

**1.02 SUBSTANTIAL COMPLETION**

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds. Maintenance service agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Prepare and submit Project Record Documents, operation and maintenance manual, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer’s name and model number where applicable.
  - 7. Make final changeover
  - 8. Complete startup testing of systems.
  - 9. Submit test/adjust/balance records.
  - 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  - 11. Advise Owner of changeover in hear and other utilities.
  - 12. Submit changeover information related to Owner’s occupancy, use, operation, and maintenance.
  - 13. Complete final cleaning requirements, including touchup painting.
  - 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

**DIVISION 01 – GENERAL REQUIREMENTS  
SECTION 01 7700 – CLOSEOUT PROCEDURES**

- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for final completion.

**1.03 FINAL COMPLETION**

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
  2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Submit pest-control final inspection report and warranty.
  5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

**1.04 LIST OF INCOMPLETE ITEMS (PUNCH LIST)**

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
  2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  3. Submit list of incomplete items in the following format:
    - a. One electronic copy in Portable Data File (PDF) format provided to the Owner and Architect/ Engineer.

**DIVISION 01 – GENERAL REQUIREMENTS  
SECTION 01 7700 – CLOSEOUT PROCEDURES**

**1.05 WARRANTIES**

- A. Submittal Time: Submit written warranties per General Conditions of the Contract, specifically Section 4.09, on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Bind two sets of warranties and bonds in heavy-duty, 3-ring, vinyl-covered, lose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8 ½ - 11 inch paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title “WARRANTIES”, Project name, and name of contractor.
  - 4. Provide one CD or USB flash drive to contain all scanned warranties and bonds. Assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

**PART 2 – PRODUCTS**

**2.01 MATERIALS**

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
  - 1. Use cleaning products that meet Green Seal GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

**PART 3 – EXECUTION**

**3.01 FINAL CLEANING**

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with General Conditions of the Contract, specifically Section 4.08, all local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer’s written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.

**DIVISION 01 – GENERAL REQUIREMENTS**  
**SECTION 01 7700 – CLOSEOUT PROCEDURES**

- d. Remove tools, construction equipment, machinery, and surplus material from Project site.
  - e. Remove snow and ice to provide safe access to building.
  - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  - h. Sweep concrete floors broom clean in unoccupied spaces.
  - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
  - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
  - k. Remove labels that are not permanent.
  - l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
2. Do not paint over "URL" and other required labels and identification, including mechanical and electrical nameplates
- a. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - b. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
  - c. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - d. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - e. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
  - f. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.

**END OF SECTION 01 7700**

**DIVISION 01 – GENERAL REQUIREMENTS  
SECTION 01 7823 – OPERATION & MAINTENANCE DATA**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawing and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.02 SUMMARY**

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and Maintenance manuals for systems, subsystems, and equipment.
  - 2. Maintenance manuals for the care and maintenance of products, materials, and finishes.
- B. Related Sections include the following:
  - 1. Division 1 Section “Submittal Procedures” for submitting copies of submittals for operation and maintenance manuals.
  - 2. Division 1 Section “Closeout Procedures” for submitting operation and maintenance manuals.
  - 3. All Divisions Sections for specific operation and maintenance manual requirements for products in those Sections.

**1.03 DEFINITIONS**

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction
- B. Subsystem: a portion of a system with characteristics similar to a system.

**1.04 SUBMITTALS**

- A. Final Submittal: Submit each manual in electronic portable data file (pdf) format at least 15 days before final inspection to Architect/ Engineer of Record. Architect/ Engineer will return copy with comments within 15 days after final inspection.
  - 1. Correct or modify each manual to comply with comments provided by Architect/ Engineer. Submit one (1) hard copy and one (1) electronic copy in Portable Data File (pdf) format of the corrected Operation & Maintenance Manual within 15 days of receipt of Architect’s comments for submission to the Owner.

**1.05 COORDINATION**

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

**DIVISION 01 – GENERAL REQUIREMENTS  
SECTION 01 7823 – OPERATION & MAINTENANCE DATA**

**PART 2 – PRODUCTS**

**2.01 MANUAL, GENERAL**

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following material, in the order listed:
1. Title Page
  2. Table of Contents
  3. Manual Contents
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
1. Subject matter included in manual
  2. Name and address of Project
  3. Name and address of Owner
  4. Date of submittal
  5. Name, address, and telephone number of Contractor
  6. Name and address of Architect
  7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the column, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive Table of Contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystem, equipment, and components of one system into a single binder.
1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2- by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
    - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
    - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENACE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
  2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
  3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
  4. Supplementary Text: Prepared on 8-1/2-by-11-inch, 20-lb/sq.ft. white bond paper.

**DIVISION 01 – GENERAL REQUIREMENTS**  
**SECTION 01 7823 – OPERATION & MAINTENANCE DATA**

5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text
  - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
  - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

**2.02 OPERATION AND MAINTENANCE MANUALS**

- A. Content: In addition to requirements in this Section, include operation and maintenance data required in individual Specification Sections and the following information:
  1. System, subsystem, and equipment descriptions
  2. Performance and design criteria if Contractor is delegated design responsibility
  3. Operating standards
  4. Operating procedures
  5. Wiring diagrams
  6. Control diagrams
  7. Piped system diagrams
  8. Precautions against improper use
  9. License requirements including inspection and renewal dates
  10. Warranty information
- B. Descriptions: Include the following:
  1. Product name and model number
  2. Manufacturer's name
  3. Equipment identification with serial number of each component
  4. Equipment function
  5. Operating characteristics
  6. Limiting conditions
  7. Performance curves
  8. Engineering data and tests
  9. Complete nomenclature and number of replacement parts
- C. Operating Procedures: Include the following, as applicable:
  1. Start-up procedures
  2. Equipment or system break-in procedures
  3. Routine and normal operating instructions
  4. Regulation and control procedures
  5. Instructions on stopping
  6. Normal shutdown instructions
  7. Seasonal and weekend operating instructions
  8. Required sequences for electric or electronic systems
  9. Special operating instructions and procedures
- D. Systems and Equipment Controls: Describe the sequence of operations, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

**DIVISION 01 – GENERAL REQUIREMENTS  
SECTION 01 7823 – OPERATION & MAINTENANCE DATA**

- F. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
1. Standard printed maintenance instructions and bulletins
  2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly
  3. Identification and nomenclature of parts and components
  4. List of items recommended to be stocked as spare parts
- G. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions
  2. Troubleshooting guide
  3. Precautions against improper maintenance
  4. Disassembly; component removal, repair, and replacement; and reassembly instructions
  5. Aligning, adjusting, and checking instructions
  6. Demonstration and training videotape, if available
- H. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies
  2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance
- I. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- J. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- K. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.
- L. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include instructions and procedures for each type of emergency, and responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
1. Include the following, as applicable:
    - a. Instructions on stopping
    - b. Shutdown instructions for each type of emergency
    - c. Operating instructions for conditions outside normal operating limits
    - d. Required sequences for electric or electronic systems
    - e. Special operating instructions and procedures



**DIVISION 01 – GENERAL REQUIREMENTS  
SECTION 01 7823 – OPERATION & MAINTENANCE DATA**

**2.03 PRODUCT MAINTENANCE MANUAL**

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
  - 1. Product name and model number
  - 2. Manufacturer's name
  - 3. Color, pattern, and texture
  - 4. Material and chemical composition
  - 5. Reordering information for specially manufactured products
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  - 1. Inspection procedures
  - 2. Types of cleaning agents to be used and methods of cleaning
  - 3. List of cleaning agents and methods of cleaning detrimental to product
  - 4. Schedule for routine cleaning and maintenance
  - 5. Repair instructions
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

**PART 3 – EXECUTION**

**3.01 MANUAL PREPARATION**

- A. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
  - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

**DIVISION 01 – GENERAL REQUIREMENTS  
SECTION 01 7823 – OPERATION & MAINTENANCE DATA**

- C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
1. Do not use original Project Record Documents as part of operation and maintenance manuals.
- E. Comply with Division 1 Section "Closeout Procedures" for the schedule for submitting operation and maintenance documentation.

**END OF SECTION 01 7823**

**DIVISION 01 – GENERAL REQUIREMENTS  
SECTION 01 7839 – PROJECT RECORD DOCUMENTS**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings
  - 2. Record Specifications
  - 3. Record Product Date
  
- B. Related Sections:
  - 1. Division 1 Section “Operation and Maintenance Data” for operation and maintenance manual requirements.
  - 2. All Divisions for specific requirements for project record documents of the Work in those Sections.

**1.02 CLOSEOUT SUBMITTALS**

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit record drawings as follows:
    - a. Initial Submittal: Submit one set of marked-up (red-lined) record prints in electronic portable data file (PDF) format inclusive of all addendum, sketches, work change directives, change orders and field revisions to Architect for review. Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
    - b. Final Submittal: Submit one set of marked-up (red-lined) record prints in electronic portable data file (PDF) format and one set hard paper copy incorporating Architect’s comments to Architect and Owner. Provide each drawing, whether or not changes were applicable to any given specific drawing/ sheet.
  
- B. Record Specifications: Submit one hard paper copy and electronic portable data file (PDF) format of the Project’s Specifications, including addenda and contract modifications to the Owner and Architect.

**PART 2 – PRODUCTS**

**2.01 RECORD DRAWINGS**

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings.
  - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record date, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Record data as soon as possible after obtaining it.
    - c. Record and check the markup before enclosing concealed installations.
  - 2. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.

**DIVISION 01 – GENERAL REQUIREMENTS  
SECTION 01 7839 – PROJECT RECORD DOCUMENTS**

3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same locations.
  4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion and in accordance with Section 1.2 of this specification, review marked-up record prints with Architect and/or Construction Manager. When authorized, prepare a full set of corrected red-lines, as follows:
1. Copies: One (1) electronic copy provided on a CD or USB flash drive in portable data file (PDF) format.
  2. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
  3. Format: Annotated PDF electronic file with comment function enabled.
  4. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  5. Refer instances of uncertainty to Architect for resolution.
  6. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
- C. Format: Identify and date each record Drawing; include the designation “PROJECT RECORD DRAWING” in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Format: Annotated PDF electronic file with comment function enabled.
  3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
  4. Identification: As follows:
    - a. Project Name
    - b. Date
    - c. Designation “PROJECT RECORD DRAWINGS”
    - d. Name of Architect
    - e. Name of Contractor

**2.02 2.2 RECORD SPECIFICATIONS**

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from the indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  4. Note related Change Orders and record Drawings where applicable.
- B. Format: Submit record Specifications as PDF electronic file.

**DIVISION 01 – GENERAL REQUIREMENTS  
SECTION 01 7839 – PROJECT RECORD DOCUMENTS**

**2.03 RECORD PRODUCT DATE**

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, and record Drawings where applicable.
- B. Format: Submit record Product Data as paper copy within the Operation and Maintenance Manual and one electronic copy in portable data file (pdf) format. .

**2.04 MISCELLANEOUS RECORD SUBMITTALS**

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format; Submit record submittals as paper copy.

**PART 3 - EXECUTION**

**3.01 RECORDING AND MAINTENANCE**

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for contraction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's and Construction Manager's reference during normal working hours.

**END OF SECTION 01 7839**

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.02 SUMMARY**

- A. This Section includes the following:
  - 1. Training
  - 2. System Commissioning and Testing.
  - 3. Concrete equipment bases.
  - 4. Electrical demolition.
  - 5. Cutting and patching for electrical construction.
  - 6. Touchup painting.
  - 7. Third Party Testing & Inspections

**1.03 QUALITY ASSURANCE**

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Contractor shall provide U.L. labels as required for all new and existing equipment which will be reworked or modified from its original condition under this contract.
- C. Comply with NFPA 70.

**1.04 COORDINATION**

- A. Coordinate chases, slots, inserts, sleeves, and openings with general construction work and arrange in building structure during progress of construction to facilitate the electrical installations that follow.
  - 1. Set inserts and sleeves in poured-in-place concrete, masonry work, and other structural components as they are constructed.
- B. Sequence, coordinate, and integrate installing electrical materials and equipment for efficient flow of the Work. Coordinate installing large equipment requiring positioning before closing in the building.
- C. Coordinate location of access panels and doors for electrical items that are concealed by finished surfaces. Access doors and panels are specified in Division 08 Section "Access Doors."
- D. Where electrical identification devices are applied to field-finished surfaces, coordinate installation of identification devices with completion of finished surface.
- E. Where electrical identification markings and devices will be concealed by acoustical ceilings and similar finishes, coordinate installation of these items before ceiling installation.

**DIVISION 26 – ELECTRICAL**  
**SECTION 26 0500 - COMMON WORK RESULTS FOR ELECTRICAL**

**1.05 TRAINING**

- A. Prior to acceptance of all systems and equipment, the contractor, along with his subcontractors and vendors, shall instruct and train the owner's representatives on the operation and maintenance of all aspects of the new systems. Owner has be given ample time to schedule training dates and personnel. Training sessions shall be given at intervals of 4 hours long. Training literature for startup procedures and maintenance shall be included in the O & M Manuals.

**1.06 SYSTEM COMMISSIONING AND TESTING**

- A. Prior to completion and acceptance of new or renovated areas, all electrical installations and systems shall be tested, balanced and operated to demonstrate to the Owner or his representative and Architect/Engineer that the installation and performance of each electrical system conforms to the requirements of the drawings and specifications.
- B. Tests of electrical system shall be made as equipment and shall include a run under full load (or a reasonable overload) long enough to determine that no excessive heat will be developed at terminal points, switches, and other points of installation.
- C. A written report of performance tests on the specific electrical systems and equipment shall be supplied to the Owner. Such tests shall show compliance with the governing codes regulations.
- D. Engage a certified New York Board of Underwriters inspector to inspect and certify compliance upon completion of work. All electrical installations and products used on this project shall comply with the National Electrical Manufacturer's Association (NEMA) and the National Electrical Code (NEC).

**PART 2 - PRODUCTS**

**2.01 CONCRETE BASES**

- A. Concrete Forms and Reinforcement Materials: As specified in Division 03 Section "Cast-in-Place Concrete."
- B. Concrete: 3000-psi, 28-day compressive strength as specified in Division 03 Section "Cast-in-Place Concrete."

**2.02 TOUCHUP PAINT**

- A. For Equipment: Equipment manufacturer's paint selected to match installed equipment finish.
- B. Galvanized Surfaces: Zinc-rich paint recommended by item manufacturer.



**PART 3 - EXECUTION**

**3.01 ELECTRICAL EQUIPMENT INSTALLATION**

- A. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide the maximum possible headroom.
- B. Materials and Components: Install level, plumb, and parallel and perpendicular to other building systems and components, unless otherwise indicated.
- C. Equipment: Install to facilitate service, maintenance, and repair or replacement of components. Connect for ease of disconnecting, with minimum interference with other installations.
- D. Right of Way: Give to raceways and piping systems installed at a required slope.

**3.02 ELECTRICAL SUPPORTING DEVICE APPLICATION**

- A. Damp Locations and Outdoors: Hot-dip galvanized materials or nonmetallic, U-channel system components.
- B. Dry Locations: Steel materials.
- C. Support Clamps for PVC Raceways: Click-type clamp system.
- D. Selection of Supports: Comply with manufacturer's written instructions.
- E. Strength of Supports: Adequate to carry present and future loads, times a safety factor of at least four; minimum of 200-lb design load.

**3.03 SUPPORT INSTALLATION**

- A. Install support devices to securely and permanently fasten and support electrical components.
- B. Install individual and multiple raceway hangers and riser clamps to support raceways. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assemblies and for securing hanger rods and conduits.
- C. Support parallel runs of horizontal raceways together on trapeze- or bracket-type hangers.
- D. Size supports for multiple raceway installations so capacity can be increased by a 25 percent minimum in the future.
- E. Support individual horizontal raceways with separate, malleable-iron pipe hangers or clamps.
- F. Install 1/4-inch-diameter or larger threaded steel hanger rods, unless otherwise indicated.
- G. Arrange supports in vertical runs so the weight of raceways and enclosed conductors is carried entirely by raceway supports, with no weight load on raceway terminals.

**DIVISION 26 – ELECTRICAL**  
**SECTION 26 0500 - COMMON WORK RESULTS FOR ELECTRICAL**

- H. Simultaneously install vertical conductor supports with conductors.
- I. Separately support cast boxes that are threaded to raceways and used for fixture support. Support sheet-metal boxes directly from the building structure or by bar hangers. If bar hangers are used, attach bar to raceways on opposite sides of the box and support the raceway with an approved fastener not more than 24 inches from the box.
- J. Install metal channel racks for mounting cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices unless components are mounted directly to structural elements of adequate strength.
- K. Install sleeves for cable and raceway penetrations of concrete slabs and walls unless core-drilled holes are used. Install sleeves for cable and raceway penetrations of masonry and fire-rated gypsum walls and of all other fire-rated floor and wall assemblies. Install sleeves during erection of concrete and masonry walls.
- L. Securely fasten electrical items and their supports to the building structure, unless otherwise indicated. Perform fastening according to the following unless other fastening methods are indicated:
  - 1. Wood: Fasten with wood screws or screw-type nails.
  - 2. Masonry: Toggle bolts on hollow masonry units and expansion bolts on solid masonry units.
  - 3. New Concrete: Concrete inserts with machine screws and bolts.
  - 4. Existing Concrete: Expansion bolts.
  - 5. Steel: Welded threaded studs or spring-tension clamps on steel.
    - a. Field Welding: Comply with AWS D1.1.
  - 6. Welding to steel structure may be used only for threaded studs, not for conduits, pipe straps, or other items.
  - 7. Light Steel: Sheet-metal screws.
  - 8. Fasteners: Select so the load applied to each fastener does not exceed 25 percent of its proof-test load.

**3.04 FIRESTOPPING**

- A. Apply firestopping to cable and raceway penetrations of fire-rated floor and wall assemblies to achieve fire-resistance rating of the assembly. Install through-penetration firestop systems to comply with firestop system manufacturer's written installation instructions and published drawings for products and applications indicated.
- B. Install forming/damming/backing materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.
  - 1. After installing fill materials, remove combustible forming materials and other accessories not indicated as permanent components of firestop systems.
- C. Install fill materials for firestop systems by proven techniques to produce the following results:
  - 1. Fill voids and cavities formed by openings, forming materials, accessories, and penetrating items as required to achieve fire-resistance ratings indicated.
  - 2. Apply materials so they contract and adhere to substrates formed by openings and penetrating items.
  - 3. For fill materials that will remain exposed after completing Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

**DIVISION 26 – ELECTRICAL**  
**SECTION 26 0500 - COMMON WORK RESULTS FOR ELECTRICAL**

**3.05 CONCRETE BASES**

- A. Construct concrete bases of dimensions indicated, but not less than 4 inches larger, in both directions, than supported unit. Follow supported equipment manufacturer's anchorage recommendations and setting templates for anchor-bolt and tie locations, unless otherwise indicated. Use 3000-psi, 28-day compressive-strength concrete and reinforcement as specified in Division 03 Section "Cast-in-Place Concrete."

**3.06 DEMOLITION**

- A. Protect existing electrical equipment and installations indicated to remain. If damaged or disturbed in the course of the Work, remove damaged portions and install new products of equal capacity, quality, and functionality.
- B. Accessible Work: Remove exposed electrical equipment and installations, indicated to be demolished, in their entirety.
- C. Abandoned Work: Cut and remove buried raceway and wiring, indicated to be abandoned in place, 2 inches below the surface of adjacent construction. Cap raceways and patch surface to match existing finish.
- D. Remove demolished material from Project site.
- E. Remove, store, clean, reinstall, reconnect, and make operational components indicated for relocation.

**3.07 CUTTING AND PATCHING**

- A. Cut, channel, chase, and drill floors, walls, partitions, ceilings, and other surfaces required to permit electrical installations. Perform cutting by skilled mechanics of trades involved.
- B. Repair and refinish disturbed finish materials and other surfaces to match adjacent undisturbed surfaces. Install new fireproofing where existing firestopping has been disturbed. Repair and refinish materials and other surfaces by skilled mechanics of trades involved.

**3.08 THIRD PARTY TESTING & INSPECTIONS**

- A. Contractor shall schedule and pay for all third party testing and electrical inspections as required for compliance with electrical specifications.
- B. Furnish a copy of all test and inspection reports for owner's records as part of Operation and Maintenance Manuals.

**3.09 FIELD QUALITY CONTROL**

- A. Inspect installed components for damage and faulty work, including the following:
  - 1. Supporting devices for electrical components.
  - 2. Concrete bases.
  - 3. Cutting and patching for electrical construction.
  - 4. Touchup painting.

**DIVISION 26 – ELECTRICAL**  
**SECTION 26 0500 - COMMON WORK RESULTS FOR ELECTRICAL**

**3.10 REFINISHING AND TOUCHUP PAINTING**

- A. Refinish and touch up paint. Paint materials and application requirements are specified in Division 09 Section "Painting."
  - 1. Clean damaged and disturbed areas and apply primer, intermediate, and finish coats to suit the degree of damage at each location.
  - 2. Follow paint manufacturer's written instructions for surface preparation and for timing and application of successive coats.
  - 3. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
  - 4. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

**3.11 CLEANING AND PROTECTION**

- A. On completion of installation, including outlets, fittings, and devices, inspect exposed finish. Remove burrs, dirt, paint spots, and construction debris.
- B. Protect equipment and installations and maintain conditions to ensure that coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

**END OF SECTION 26 0500**

**DIVISION 26 - ELECTRICAL**

**SECTION 26 0519 - LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. Section Includes:
  - 1. Building wires and cables rated 600 V and less.
  - 2. Connectors, splices, and terminations rated 600 V and less.

**1.02 SUBMITTALS**

- A. Product Data: For each type of product.
- B. Field quality-control reports.

**PART 2 - PRODUCTS**

**2.01 CONDUCTORS AND CABLES**

- A. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.
- B. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THHN/THWN-2 and Type SO. Conductors installed for lighting poles shall be XHHW insulation.

**2.02 CONNECTORS AND SPLICES**

- A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

**2.03 SYSTEM DESCRIPTION**

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.

**PART 3 - EXECUTION**

**3.01 CONDUCTOR MATERIAL APPLICATIONS**

- A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

**3.02 CONDUCTOR INSULATION, CABLE APPLICATIONS AND WIRING METHODS**

- A. Exposed Feeders: Type THHN/THWN-2, single conductors in raceway
- B. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type THHN/THWN-2, single conductors in raceway
- C. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN/THWN-2, single conductors in raceway

**DIVISION 26 - ELECTRICAL**

**SECTION 26 0519 - LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES**

- D. Exposed Branch Circuits, Including in Crawlspace: Type THHN/THWN-2, single conductors in raceway.
- E. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN/THWN-2, single conductors in raceway.
- F. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN/THWN-2, single conductors in raceway.

**3.03 INSTALLATION OF CONDUCTORS AND CABLES**

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 26 0533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Section 26 0529 "Hangers and Supports for Electrical Systems."

**3.04 CONNECTIONS**

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
  - 1. Use oxide inhibitor in each splice, termination, and tap for aluminum conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

**3.05 IDENTIFICATION**

- A. Identify and color-code conductors and cables according to Section 26 0553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

**DIVISION 26 - ELECTRICAL**

**SECTION 26 0519 - LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES**

**3.06 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS**

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies.

**3.07 FIRESTOPPING**

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 07 8413 "Penetration Firestopping."

**3.08 FIELD QUALITY CONTROL**

- A. Perform the following tests and inspections:
1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors for compliance with requirements.
  2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
  3. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner. Correct deficiencies determined during the scan.
    - a. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each splice 11 months after date of Substantial Completion.
    - b. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
    - c. Record of Infrared Scanning: Prepare a certified report that identifies splices checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
- B. Test and Inspection Reports: Prepare a written report to record the following:
1. Procedures used.
  2. Results that comply with requirements.
  3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- C. Cables will be considered defective if they do not pass tests and inspections.

**END OF SECTION 26 0519**

**THIS PAGE IS INTENTIONALLY LEFT BLANK**



**DIVISION 26 - ELECTRICAL**  
**SECTION 26 0526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.02 SUMMARY**

- A. This Section includes methods and materials for grounding systems and equipment.
- B. All grounding shall be in strict accordance with the NEC Article 250.
- C. A building grounding system shall be provided with methods and materials in accordance with applicable codes and standards and able to limit potential differences between grounding conductors, raceways and enclosures. The complete building grounding system will consist of the following:
  - 1. Facility Grounding: A central point of ground shall be provided for bonding the electrical service ground, signal grounding, building steel grounding and outdoor pad mount transformer grounding.
  - 2. Signal Grounding: Sub points of grounding shall be provided for bonding all electronic equipment in the Telephone and Computer Rooms.
  - 3. Piping System Grounding: Bonding of all metallic piping systems in the building (fire protection, water, gas, air, hydraulic, etc.) to the facility ground.
  - 4. Transformer Secondary: Bonding of all separately derived electrical systems (transformers).
  - 5. Equipment Grounding: Grounding conductor path provided for interconnection of non-current carrying parts of electrical equipment and fixtures.
  - 6. Panelboard Grounding: Bonding jumper from raceway grounding bushing to panelboard ground bus.

**1.03 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Other Informational Submittals: Plans showing dimensioned as-built locations of grounding features specified in Part 3 "Field Quality Control" Article, including the following:
  - 1. Ground rods.
  - 2. Grounding arrangements and connections for separately derived systems.
  - 3. Grounding for sensitive electronic equipment.
- C. Field quality-control test reports.
- D. Operation and Maintenance Data: For grounding to include the following in emergency, operation, and maintenance manuals:
  - 1. Instructions for periodic testing and inspection of grounding features at grounding connections for separately derived systems based on NFPA 70B.
    - a. Tests shall be to determine if ground resistance or impedance values remain within specified maximums, and instructions shall recommend corrective action if they do not.
    - b. Include recommended testing intervals.

**DIVISION 26 - ELECTRICAL**  
**SECTION 26 0526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS**

**1.04 QUALITY ASSURANCE**

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

**PART 2 - PRODUCTS**

**2.01 CONDUCTORS**

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
  - 1. Solid Conductors: ASTM B 3.
  - 2. Stranded Conductors: ASTM B 8.
  - 3. Tinned Conductors: ASTM B 33.
  - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
  - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
  - 6. Bonding Jumper: Copper tape, braided conductors, terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
  - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors, terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
- C. Bare Grounding Conductor and Conductor Protector for Wood Poles:
  - 1. No. 4 AWG minimum, soft-drawn copper.
  - 2. Conductor Protector: Half-round PVC or wood molding. If wood, use pressure-treated fir or cypress or cedar.
- D. Grounding Bus: Rectangular bars of annealed copper, 1/4 by 2 inches in cross section, unless otherwise indicated; with insulators.

**2.02 CONNECTORS**

- A. Listed and labeled by a nationally recognized testing laboratory acceptable to authorities having jurisdiction for applications in which used, and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, bolted pressure-type, with at least two bolts.
  - 1. Pipe Connectors: Clamp type, sized for pipe.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

**2.03 GROUNDING ELECTRODES**

- A. Ground Rods: Copper-clad steel, sectional type; 3/4 inch by 10 feet in diameter.
- B. Chemical-Enhanced Grounding Electrodes: Copper tube, straight or L-shaped, charged with nonhazardous electrolytic chemical salts.
  - 1. Termination: Factory-attached No. 4/0 AWG bare conductor at least 48 inches long.
  - 2. Backfill Material: Electrode manufacturers' recommended material.

**DIVISION 26 - ELECTRICAL**  
**SECTION 26 0526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS**

**PART 3 - EXECUTION**

**3.01 APPLICATIONS**

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger, unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare tinned copper conductor, No. 2/0 AWG minimum.
  - 1. Bury at least 24 inches below grade.
- C. Isolated Grounding Conductors: Green-colored insulation with continuous yellow stripe. On feeders with isolated ground, identify grounding conductor where visible to normal inspection, with alternating bands of green and yellow tape, with at least three bands of green and two bands of yellow.
- D. Grounding Bus: Install in electrical and telephone equipment rooms, in rooms housing service equipment, and elsewhere as indicated.
  - 1. Install bus on insulated spacers 1 inch, minimum, from wall 6 inches above finished floor, unless otherwise indicated.
  - 2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, down to specified height above floor, and connect to horizontal bus.
- E. Conductor Terminations and Connections:
  - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
  - 2. Underground Connections: Welded connectors, except at test wells and as otherwise indicated.
  - 3. Connections to Structural Steel: Welded connectors.

**3.02 EQUIPMENT GROUNDING**

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
  - 1. Feeders and branch circuits.
  - 2. Lighting circuits.
  - 3. Receptacle circuits.
  - 4. Single-phase motor and appliance branch circuits.
  - 5. Three-phase motor and appliance branch circuits.
  - 6. Flexible raceway runs.
  - 7. Armored and metal-clad cable runs.
  - 8. Busway Supply Circuits: Install insulated equipment grounding conductor from grounding bus in the switchgear, switchboard, or distribution panel to equipment grounding bar terminal on busway.
  - 9. Computer and Rack-Mounted Electronic Equipment Circuits: Install insulated equipment grounding conductor in branch-circuit runs from equipment-area power panels and power-distribution units.

**DIVISION 26 - ELECTRICAL**  
**SECTION 26 0526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS**

**3.03 INSTALLATION**

- A. Grounding Conductors: Route along shortest and straightest paths possible, unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Rods: Drive rods until tops are 2 inches below finished floor or final grade, unless otherwise indicated.
  - 1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating, if any.
  - 2. For grounding electrode system, install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.
- C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance, except where routed through short lengths of conduit.
  - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
  - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install so vibration is not transmitted to rigidly mounted equipment.
  - 3. Use exothermic-welded connectors for outdoor locations, but if a disconnect-type connection is required, use a bolted clamp.
- D. Grounding and Bonding for Piping:
  - 1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes, using a bolted clamp connector or by bolting a lug-type connector to a pipe flange, using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
  - 2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
  - 3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.

**3.04 FIELD QUALITY CONTROL**

- A. Perform the following tests and inspections and prepare test reports:
  - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
  - 2. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at individual ground rods. Make tests at ground rods before any conductors are connected.
    - a. Measure ground resistance not less than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
    - b. Perform tests by fall-of-potential method according to IEEE 81.
  - 3. Prepare dimensioned drawings locating each ground rod and ground rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.

**DIVISION 26 - ELECTRICAL**  
**SECTION 26 0526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS**

- B. Report measured ground resistances that exceed the following values:
  - 1. Power and Lighting Equipment or System with Capacity 500 kVA and Less: 10 ohms.
  - 2. Power and Lighting Equipment or System with Capacity 500 to 1000 kVA: 5 ohms.
- C. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

**END OF SECTION 26 0526**

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

**DIVISION 26 - ELECTRICAL**  
**SECTION 26 0529 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. Section includes:
  - 1. Hangers and supports for electrical equipment and systems.
  - 2. Construction requirements for concrete bases.

**1.02 PERFORMANCE REQUIREMENTS**

- A. Delegated Design: Design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- D. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

**1.03 SUBMITTALS**

- A. Product Data: For steel slotted support systems.
- B. Shop Drawings: Show fabrication and installation details and include calculations for the following:
  - 1. Trapeze hangers. Include Product Data for components.
  - 2. Steel slotted channel systems. Include Product Data for components.
  - 3. Equipment supports.
- C. Welding certificates.

**1.04 QUALITY ASSURANCE**

- A. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Comply with NFPA 70.

**DIVISION 26 - ELECTRICAL**  
**SECTION 26 0529 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

**PART 2 - PRODUCTS**

**2.01 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS**

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
  - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Allied Tube & Conduit.
    - b. Cooper B-Line, Inc.
    - c. ERICO International Corporation.
    - d. GS Metals Corp.
    - e. Thomas & Betts Corporation.
    - f. Unistrut; Atkore International.
    - g. Wesanco, Inc.
  - 2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
  - 3. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
  - 4. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
  - 5. Channel Dimensions: Selected for applicable load criteria.
- B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- C. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported. Perforated hangers or wire-tie supports are not acceptable. All hangers and supports shall have corrosion resistant finish.
- D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.
- E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
  - 1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
    - a. See Editing Instruction No. 1 in the Evaluations for cautions about naming manufacturers and products. Retain one of first two subparagraphs and list of manufacturers below. See Section 016000 "Product Requirements."
    - b. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      - 1) Hilti, Inc.
      - 2) ITW Ramset/Red Head; Illinois Tool Works, Inc.
      - 3) MKT Fastening, LLC.
      - 4) Simpson Strong-Tie Co., Inc.



**DIVISION 26 - ELECTRICAL**  
**SECTION 26 0529 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
  - a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - 1) Cooper B-Line, Inc.
    - 2) Empire Tool and Manufacturing Co., Inc.
    - 3) Hilti, Inc.
    - 4) ITW Ramset/Red Head; Illinois Tool Works, Inc.
    - 5) MKT Fastening, LLC.
3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
6. Toggle Bolts: All-steel springhead type.
7. Hanger Rods: Threaded steel.

**2.02 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES**

- A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.
- B. Materials: Comply with requirements in Section 05 5000 "Metal Fabrications" for steel shapes and plates.

**PART 3 - EXECUTION**

**3.01 APPLICATION**

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch in diameter.
- C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
  1. Secure raceways and cables to these supports with two-bolt conduit clamps.
- D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

**DIVISION 26 - ELECTRICAL**  
**SECTION 26 0529 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

**3.02 SUPPORT INSTALLATION**

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC, and RMC may be supported by openings through structure members, as permitted in NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
  - 1. To Wood: Fasten with lag screws or through bolts.
  - 2. To New Concrete: Bolt to concrete inserts.
  - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
  - 4. To Existing Concrete: Expansion anchor fasteners.
  - 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
  - 6. To Steel: Beam clamps (MSS Type 19, 21, 23, 25, or 27) complying with MSS SP-69.
  - 7. To Light Steel: Sheet metal screws.
  - 8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

**3.03 INSTALLATION OF FABRICATED METAL SUPPORTS**

- A. Comply with installation requirements in Section 05 5000 "Metal Fabrications" for site-fabricated metal supports.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- C. Field Welding: Comply with AWS D1.1/D1.1M.

**3.04 CONCRETE BASES**

- A. Construct concrete bases of dimensions indicated but not less than 4 inches larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Use 3000-psi, 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Section 03 3000 "Cast-in-Place Concrete."

**DIVISION 26 - ELECTRICAL**  
**SECTION 26 0529 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

- C. Anchor equipment to concrete base.
  - 1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  - 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
  - 3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

**3.05 PAINTING**

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
  - 1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.
- B. Touchup: Comply with requirements in Section 09 9113 "Exterior Painting" and Section 099123 "Interior Painting" for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

**END OF SECTION 26 0529**

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

**DIVISION 26 - ELECTRICAL**  
**SECTION 26 0533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.02 SUMMARY**

- A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

**1.03 DEFINITIONS**

- A. EMT: Electrical metallic tubing.
- B. FMC: Flexible metal conduit.
- C. IMC: Intermediate metal conduit.
- D. LFMC: Liquidtight flexible metal conduit.
- E. RNC: Rigid nonmetallic conduit.

**1.04 SUBMITTALS**

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For the following raceway components. Include plans, elevations, sections, details, and attachments to other work.
  - 1. Custom enclosures and cabinets.
- C. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:
  - 1. Structural members in the paths of conduit groups with common supports.
  - 2. HVAC and plumbing items and architectural features in the paths of conduit groups with common supports.
- D. Source quality-control test reports.

**1.05 QUALITY ASSURANCE**

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.

**PART 2 - PRODUCTS**

**2.01 METAL CONDUIT AND TUBING**

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. AFC Cable Systems, Inc.
  - 2. Allied Tube & Conduit; a Tyco International Ltd. Co.
  - 3. Anamet Electrical, Inc.; Anaconda Metal Hose.
  - 4. Maverick Tube Corporation.
  - 5. O-Z Gedney; a unit of General Signal.
  - 6. Wheatland Tube Company.
  
- B. Rigid Steel Conduit: ANSI C80.1.
  
- C. IMC: ANSI C80.6.
  
- D. EMT: ANSI C80.3.
  
- E. FMC: Zinc-coated steel.
  
- F. LFMC: Flexible steel conduit with PVC jacket.
  
- G. Fittings for Conduit (Including all Types and Flexible and Liquidtight), EMT, and Cable: NEMA FB 1; listed for type and size raceway with which used, and for application and environment in which installed.
  - 1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886.
  - 2. Fittings for EMT: Compression type
  - 3. Coating for Fittings for PVC-Coated Conduit: Minimum thickness, 0.040 inch, with overlapping sleeves protecting threaded joints.
  
- H. Joint Compound for Rigid Steel Conduit or IMC: Listed for use in cable connector assemblies, and compounded for use to lubricate and protect threaded raceway joints from corrosion and enhance their conductivity.

**2.02 NONMETALLIC CONDUIT AND TUBING**

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. AFC Cable Systems, Inc.
  - 2. Anamet Electrical, Inc.; Anaconda Metal Hose.
  - 3. Arnco Corporation.
  - 4. CANTEX Inc.
  - 5. Lamson & Sessions; Carlon Electrical Products.
  - 6. Thomas & Betts Corporation.
  
- B. RNC: NEMA TC 2, Type EPC-80-PVC, unless otherwise indicated.
  
- C. Fittings for RNC: NEMA TC 3; match to conduit or tubing type and material.

**DIVISION 26 - ELECTRICAL**  
**SECTION 26 0533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS**

**2.03 METAL WIREWAYS**

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Cooper B-Line, Inc.
  - 2. Hoffman.
  - 3. Square D; Schneider Electric.
- B. Description: Sheet metal sized and shaped as indicated, NEMA 250, Type 1, 12, 3R, unless otherwise indicated.
- C. Fittings and Accessories: Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- D. Wireway Covers: Screw-cover type Flanged or gasketed type, as indicated.
- E. Finish: Manufacturer's standard enamel finish.

**2.04 SURFACE RACEWAYS**

- A. Surface Metal Raceways: Galvanized steel with snap-on covers. Manufacturer's standard enamel finish in color selected by Architect.
  - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Thomas & Betts Corporation.
    - b. Walker Systems, Inc.; Wiremold Company (The).
    - c. Wiremold Company (The); Electrical Sales Division.

**2.05 BOXES, ENCLOSURES, AND CABINETS**

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
  - 2. EGS/Appleton Electric.
  - 3. Erickson Electrical Equipment Company.
  - 4. Hoffman.
  - 5. Hubbell Incorporated; Killark Electric Manufacturing Co. Division.
  - 6. O-Z/Gedney; a unit of General Signal.
  - 7. Robroy Industries, Inc.; Enclosure Division.
  - 8. Thomas & Betts Corporation.
  - 9. Walker Systems, Inc.; Wiremold Company (The).
  - 10. Woodhead, Daniel Company; Woodhead Industries, Inc. Subsidiary.
- B. Sheet Metal Outlet and Device Boxes: NEMA OS 1.
- C. Cast-Metal Outlet and Device Boxes: NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.
- D. Nonmetallic Outlet and Device Boxes: NEMA OS 2.

**DIVISION 26 - ELECTRICAL**  
**SECTION 26 0533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS**

- E. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- F. Cast-Metal Access, Pull, and Junction Boxes: NEMA FB 1, galvanized, cast iron with gasketed cover.
- G. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous-hinge cover with flush latch, unless otherwise indicated.
  - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
  - 2. Nonmetallic Enclosures: Plastic, finished inside with radio-frequency-resistant paint.
- H. Cabinets:
  - 1. NEMA 250, Type 1, galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
  - 2. Hinged door in front cover with flush latch and concealed hinge.
  - 3. Key latch to match panelboards.
  - 4. Metal barriers to separate wiring of different systems and voltage.
  - 5. Accessory feet where required for freestanding equipment.

**2.06 SLEEVES FOR RACEWAYS**

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- C. Sleeves for Rectangular Openings: Galvanized sheet steel with minimum 0.052- or 0.138-inch thickness as indicated and of length to suit application.
- D. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 Section "Penetration Firestopping."

**2.07 SLEEVE SEALS**

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Advance Products & Systems, Inc.
  - 2. Calpico, Inc.
  - 3. Metraflex Co.
  - 4. Pipeline Seal and Insulator, Inc.
- B. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and cable.
  - 1. Sealing Elements: NBR interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
  - 2. Pressure Plates: Stainless steel. Include two for each sealing element.
  - 3. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.



**DIVISION 26 - ELECTRICAL**  
**SECTION 26 0533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS**

**PART 3 - EXECUTION**

**3.01 RACEWAY APPLICATION**

- A. Outdoors: Apply raceway products as specified below, unless otherwise indicated:
  - 1. Exposed Conduit: Rigid Galvanized Steel conduit.
  - 2. Concealed Conduit, Aboveground: Rigid steel conduit.
  - 3. Underground Conduit: Rigid steel conduit or RNC, Type EPC 80 PVC, direct buried.
  - 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
  - 5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
  
- B. Comply with the following indoor applications, unless otherwise indicated:
  - 1. Exposed, Not Subject to Physical Damage: Rigid Galvanized Steel conduit.
  - 2. Exposed, Not Subject to Severe Physical Damage: Rigid Galvanized Steel conduit.
  - 3. Exposed and Subject to Severe Physical Damage: Rigid Galvanized Steel conduit. Includes raceways in the following locations:
    - a. Loading dock.
    - b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
    - c. Crawl Spaces.
  - 4. Concealed in Ceilings and Interior Walls and Partitions: EMT.
  - 5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
  - 6. Damp or Wet Locations: Rigid steel conduit.
  - 7. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4, stainless steel in damp or wet locations.
  
- C. Minimum Raceway Size: 1/2-inch trade size.
  
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
  - 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.
  
- E. Do not install aluminum conduits in contact with concrete.

**3.02 INSTALLATION**

- A. Comply with NECA 1 for installation requirements applicable to products specified in Part 2 except where requirements on Drawings or in this Article are stricter.
  
- B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
  
- C. Complete raceway installation before starting conductor installation.
  
- D. Support raceways as specified in Division 26 Section "Hangers and Supports for Electrical Systems."
  
- E. Arrange stub-ups so curved portions of bends are not visible above the finished slab.
  
- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for communications conduits, for which fewer bends are allowed.

**DIVISION 26 - ELECTRICAL**  
**SECTION 26 0533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS**

- G. Conceal conduit and EMT within finished walls, ceilings, and floors, unless otherwise indicated.
- H. Raceways Embedded in Slabs:
  - 1. Run conduit larger than 1-inch trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support.
  - 2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
  - 3. Change from ENT to rigid steel conduit before rising above the floor.
- I. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- J. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.
- K. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire.
- L. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:
  - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
  - 2. Where otherwise required by NFPA 70.
- M. Expansion-Joint Fittings for RNC: Install in each run of aboveground conduit that is located where environmental temperature change may exceed 30 deg F, and that has straight-run length that exceeds 25 feet.
  - 1. Install expansion-joint fittings for each of the following locations, and provide type and quantity of fittings that accommodate temperature change listed for location:
    - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F temperature change.
    - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F temperature change.
    - c. Indoor Spaces: Connected with the Outdoors without Physical Separation: 125 deg F temperature change.
    - d. Attics: 135 deg F temperature change.
  - 2. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F of temperature change.
  - 3. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at the time of installation.
- N. Flexible Conduit Connections: Use maximum of 72 inches of flexible conduit for recessed and semi-recessed lighting fixtures, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
  - 1. Use LFMC in damp or wet locations subject to severe physical damage.
  - 2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.

**DIVISION 26 - ELECTRICAL**  
**SECTION 26 0533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS**

- O. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall.

**3.03 INSTALLATION OF UNDERGROUND CONDUIT**

- A. Direct-Buried Conduit:
  - 1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Division 31 Section "Earth Moving" for pipe less than 6 inches in nominal diameter.
  - 2. Install backfill as specified in Division 31 Section "Earth Moving."
  - 3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Division 31 Section "Earth Moving."
  - 4. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through the floor.
    - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches of concrete.
    - b. For stub-ups at equipment mounted on outdoor concrete bases, extend steel conduit horizontally a minimum of 60 inches from edge of equipment pad or foundation. Install insulated grounding bushings on terminations at equipment.
  - 5. Warning Planks: Bury warning planks approximately 12 inches above direct-buried conduits, placing them 24 inches o.c. Align planks along the width and along the centerline of conduit.

**3.04 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS**

- A. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 Section "Penetration Firestopping."
- B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- D. Rectangular Sleeve Minimum Metal Thickness:
  - 1. For sleeve cross-section rectangle perimeter less than 50 inches and no side greater than 16 inches, thickness shall be 0.052 inch.
  - 2. For sleeve cross-section rectangle perimeter equal to, or greater than, 50 inches and 1 or more sides equal to, or greater than, 16 inches, thickness shall be 0.138 inch.
- E. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.
- F. Cut sleeves to length for mounting flush with both surfaces of walls.
- G. Extend sleeves installed in floors 2 inches above finished floor level.
- H. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway unless sleeve seal is to be installed.

**DIVISION 26 - ELECTRICAL**  
**SECTION 26 0533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS**

- I. Seal space outside of sleeves with grout for penetrations of concrete and masonry and with approved joint compound for gypsum board assemblies.
- J. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway, using joint sealant appropriate for size, depth, and location of joint. Refer to Division 07 Section "Joint Sealants" for materials and installation.
- K. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway penetrations. Install sleeves and seal with firestop materials. Comply with Division 07 Section "Penetration Firestopping."
- L. Roof-Penetration Sleeves: Seal penetration of individual raceways with flexible, boot-type flashing units applied in coordination with roofing work.
- M. Aboveground, Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- N. Underground, Exterior-Wall Penetrations: Install cast-iron "wall pipes" for sleeves. Size sleeves to allow for 1-inch annular clear space between raceway and sleeve for installing mechanical sleeve seals.

**3.05 SLEEVE-SEAL INSTALLATION**

- A. Install to seal underground, exterior wall penetrations.
- B. Use type and number of sealing elements recommended by manufacturer for raceway material and size. Position raceway in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

**3.06 FIRESTOPPING**

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly. Firestopping materials and installation requirements are specified in Division 07 Section "Penetration Firestopping."

**3.07 PROTECTION**

- A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.
  - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
  - 2. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

**END OF SECTION 26 0533**

**DIVISION 26 - ELECTRICAL**  
**SECTION 26 0553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.02 SUMMARY**

- A. Section Includes:
  - 1. Identification for raceways.
  - 2. Identification of power and control cables.
  - 3. Identification for conductors.
  - 4. Underground-line warning tape.
  - 5. Warning labels and signs.
  - 6. Instruction signs.
  - 7. Equipment identification labels.
  - 8. Miscellaneous identification products.

**1.03 SUBMITTALS**

- A. Product Data: For each electrical identification product indicated.
- B. Samples: For each type of label and sign to illustrate size, colors, lettering style, mounting provisions, and graphic features of identification products.
- C. Identification Schedule: An index of nomenclature of electrical equipment and system components used in identification signs and labels.

**1.04 QUALITY ASSURANCE**

- A. Comply with ANSI A13.1 and IEEE C2.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

**1.05 COORDINATION**

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.
- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- C. Coordinate installation of identifying devices with location of access panels and doors.
- D. Install identifying devices before installing acoustical ceilings and similar concealment.

**PART 2 - PRODUCTS**

**2.01 POWER RACEWAY IDENTIFICATION MATERIALS**

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.
- B. Colors for Raceways Carrying Circuits at 600 V or Less:
  - 1. Black letters on an orange field.
  - 2. Legend: Indicate voltage and system or service type.
- C. Colors for Raceways Carrying Circuits at More Than 600 V:
  - 1. Black letters on an orange field.
  - 2. Legend: "DANGER CONCEALED HIGH VOLTAGE WIRING" with 3-inch high letters on 20-inch centers.
- D. Self-Adhesive Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- E. Tape and Stencil for Raceways Carrying Circuits More Than 600 V: 4-inch wide black stripes on 10-inch centers diagonally over orange background that extends full length of raceway or duct and is 12 inches wide. Stop stripes at legends.
- F. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch, with stamped legend, punched for use with self-locking cable tie fastener.

**2.02 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS**

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.

**2.03 CONDUCTOR IDENTIFICATION MATERIALS**

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.

**2.04 UNDERGROUND-LINE WARNING TAPE**

- A. Tape:
  - 1. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.
  - 2. Printing on tape shall be permanent and shall not be damaged by burial operations.
  - 3. Tape material and ink shall be chemically inert, and not subject to degrading when exposed to acids, alkalis, and other destructive substances commonly found in soils.

**DIVISION 26 - ELECTRICAL**  
**SECTION 26 0553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS**

- B. Color and Printing:
  - 1. Comply with ANSI Z535.1 through ANSI Z535.5.
  - 2. Inscriptions for Red-Colored Tapes: ELECTRIC LINE, HIGH VOLTAGE.
  - 3. Inscriptions for Orange-Colored Tapes: TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE.
  
- C. Tag:
  - 1. Detectable three-layer laminate, consisting of a printed pigmented polyolefin film, a solid aluminum-foil core, and a clear protective film that allows inspection of the continuity of the conductive core, bright-colored, compounded for direct-burial service.
  - 2. Overall Thickness: 5 mils.
  - 3. Foil Core Thickness: 0.35 mil.
  - 4. Weight: 28 lb/1000 sq. ft.
  - 5. 3-Inch Tensile According to ASTM D 882: 70 lbf, and 4600 psi.

**2.05 WARNING LABELS AND SIGNS**

- A. Comply with NFPA 70 and 29 CFR 1910.145.
  
- B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.
  
- C. Baked-Enamel Warning Signs:
  - 1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
  - 2. 1/4-inch grommets in corners for mounting.
  - 3. Nominal size, 7 by 10 inches.
  
- D. Warning label and sign shall include, but are not limited to, the following legends:
  - 1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
  - 2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."

**2.06 INSTRUCTION SIGNS**

- A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch thick for signs up to 20 sq. inches and 1/8 inch thick for larger sizes.
  - 1. Engraved legend with black letters on white face.
  - 2. Punched or drilled for mechanical fasteners.
  - 3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.
  
- B. Provide instructional signage at Key Interlock devices for new switchboard mains and secondary tie breakers. Coordinate exact requirements with owner's representative.

**2.07 EQUIPMENT IDENTIFICATION LABELS**

- A. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. White letters on a dark-gray background. Minimum letter height shall be 3/8 inch.

**DIVISION 26 - ELECTRICAL**  
**SECTION 26 0553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS**

**2.08 CABLE TIES**

- A. Plenum-Rated Cable Ties: Self extinguishing, UV stabilized, one piece, self locking.
  - 1. Minimum Width: 3/16 inch.
  - 2. Tensile Strength at 73 deg F, According to ASTM D 638: 7000 psi.
  - 3. UL 94 Flame Rating: 94V-0.
  - 4. Temperature Range: Minus 50 to plus 284 deg F.
  - 5. Color: Black.

**2.09 MISCELLANEOUS IDENTIFICATION PRODUCTS**

- A. Paint: Comply with requirements in Division 09 painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

**PART 3 - EXECUTION**

**3.01 INSTALLATION**

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Apply identification devices to surfaces that require finish after completing finish work.
- D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- E. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- F. Aluminum Wraparound Marker Labels and Metal Tags: Secure tight to surface of conductor or cable at a location with high visibility and accessibility.
- G. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:
  - 1. Outdoors: UV-stabilized nylon.
  - 2. In Spaces Handling Environmental Air: Plenum rated.
- H. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench exceeds 16 inches overall.
- I. Painted Identification: Comply with requirements in Division 09 painting Sections for surface preparation and paint application.



**DIVISION 26 - ELECTRICAL**  
**SECTION 26 0553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS**

**3.02 IDENTIFICATION SCHEDULE**

- A. Concealed Raceways, Duct Banks, More Than 600 V, within Buildings: Tape and stencil 4-inch wide black stripes on 10-inch centers over orange background that extends full length of raceway or duct and is 12 inches wide. Stencil legend "DANGER CONCEALED HIGH VOLTAGE WIRING" with 3-inch high black letters on 20-inch centers. Stop stripes at legends. Apply to the following finished surfaces:
  - 1. Floor surface directly above conduits running beneath and within 12 inches of a floor that is in contact with earth or is framed above unexcavated space.
  - 2. Wall surfaces directly external to raceways concealed within wall.
  - 3. Accessible surfaces of concrete envelope around raceways in vertical shafts, exposed in the building, or concealed above suspended ceilings.
  
- B. Accessible Raceways, More Than 600 V: Self-adhesive vinyl labels. Install labels at 10-foot 30-foot maximum intervals.
  
- C. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30 A, and 120V to ground: Identify with self-adhesive vinyl tape applied in bands. Install labels at 10-foot maximum intervals.
  
- D. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:
  - 1. Emergency Power.
  - 2. Power.
  - 3. UPS.
  
- E. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
  - 1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded service, feeder, and branch-circuit conductors.
    - a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
    - b. Colors for 208/120-V Circuits:
      - 1) Phase A: Black.
      - 2) Phase B: Red.
      - 3) Phase C: Blue.
    - c. Colors for 480/277-V Circuits:
      - 1) Phase A: Brown.
      - 2) Phase B: Orange.
      - 3) Phase C: Yellow.
    - d. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
  
- F. Power-Circuit Conductor Identification, More than 600 V: For conductors in vaults, pull and junction boxes, manholes, and handholes, use nonmetallic plastic tag holder with adhesive-backed phase tags, and a separate tag with the circuit designation.
  
- G. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.
  
- H. Conductors to Be Extended in the Future: Attach marker tape to conductors and list source.

**DIVISION 26 - ELECTRICAL**  
**SECTION 26 0553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS**

- I. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
  - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
  - 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
  - 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.
  
- J. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.
  - 1. Limit use of underground-line warning tape to direct-buried cables.
  - 2. Install underground-line warning tape for both direct-buried cables and cables in raceway.
  
- K. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.
  
- L. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive warning labels or baked-enamel warning signs.
  - 1. Comply with 29 CFR 1910.145.
  - 2. Identify system voltage with black letters on an orange background.
  - 3. Apply to exterior of door, cover, or other access.
  - 4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:
    - a. Power transfer switches.
    - b. Controls with external control power connections.
  
- M. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
  
- N. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch high letters for emergency instructions at equipment used for power transfer.
  
- O. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
  - 1. Labeling Instructions:
    - a. Indoor Equipment: Self-adhesive, engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch high letters on 1-1/2-inch high label; where two lines of text are required, use labels 2 inches high.
    - b. Outdoor Equipment: Engraved, laminated acrylic or melamine label.
    - c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
    - d. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.

**DIVISION 26 - ELECTRICAL**  
**SECTION 26 0553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS**

2. Equipment to Be Labeled:
  - a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be self-adhesive, engraved, laminated acrylic or melamine label.
  - b. Enclosures and electrical cabinets.
  - c. Access doors and panels for concealed electrical items.
  - d. Switchgear.
  - e. Switchboards.
  - f. Transformers: Label that includes tag designation shown on Drawings for the transformer, feeder, and panelboards or equipment supplied by the secondary.
  - g. Substations.
  - h. Emergency system boxes and enclosures.
  - i. Motor-control centers.
  - j. Enclosed switches.
  - k. Enclosed circuit breakers.
  - l. Enclosed controllers.
  - m. Push-button stations.
  - n. Power transfer equipment.
  - o. Contactors.
  - p. Remote-controlled switches, dimmer modules, and control devices.
  - q. Battery-inverter units.
  - r. Battery racks.
  - s. Power-generating units.
  - t. Monitoring and control equipment.

**END OF SECTION 26 0553**

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.02 SUMMARY**

- A. Section Includes:
  - 1. Receptacles, receptacles with integral GFCI, and associated device plates.
  - 2. Twist-locking receptacles.
  - 3. Tamper-resistant receptacles.
  - 4. Weather-resistant receptacles.

**1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Receptacles for Owner-Furnished Equipment: Match plug configurations.
  - 2. Cord and Plug Sets: Match equipment requirements.

**1.04 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.

**1.05 INFORMATIONAL SUBMITTALS**

- A. Field quality-control reports.

**1.06 CLOSEOUT SUBMITTALS**

- A. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing-label warnings and instruction manuals that include labeling conditions.

**PART 2 - PRODUCTS**

**2.01 MANUFACTURERS**

- A. Subject to compliance with requirements, provide products by one of the following:
  - 1. Cooper Wiring Devices, Inc.; Division of Cooper Industries, Inc.
  - 2. Hubbell Incorporated; Wiring Device-Kellems.
  - 3. Leviton Manufacturing Co., Inc.
  - 4. Pass & Seymour/Legrand (Pass & Seymour).
- B. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

**2.02 GENERAL WIRING-DEVICE REQUIREMENTS**

- A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.
- C. Devices that are manufactured for use with modular plug-in connectors may be substituted under the following conditions:
  - 1. Connectors shall comply with UL 2459 and shall be made with stranding building wire.
  - 2. Devices shall comply with the requirements in this Section.

**2.03 STRAIGHT-BLADE RECEPTACLES**

- A. Convenience Receptacles, Extra Heavy Duty Commercial Grade, 125 V, 20 A, Back and Side Wired: Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, and FS W-C-596.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Cooper Wiring Devices, Inc.; Division of Cooper Industries, Inc.; 5361 (single), AH 5362(duplex)
    - b. Hubbell Incorporated; Wiring Device-Kellems; HBL5361(single) 5362(duplex)
    - c. Leviton Manufacturing Co., Inc.; 536 (single) 5362 (duplex)
    - d. Pass & Seymour/Legrand (Pass & Seymour); 5361(single) or 5362(duplex)
- B. Tamper-Resistant Convenience Receptacles, Extra Heavy Duty Commercial Grade, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498 Supplement sd, and FS W-C-596.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Cooper Wiring Devices, Inc.; Division of Cooper Industries, Inc.; TRBR20
    - b. Hubbell Incorporated; Wiring Device-Kellems.; HBL 5362TR
    - c. Leviton Manufacturing Co., Inc.; TBR20
    - d. Pass & Seymour/Legrand (Pass & Seymour); TR 5362

**2.04 GFCI RECEPTACLES**

- A. General Description:
  - 1. Straight blade, non-feed-through type.
  - 2. Extra Heave Duty Commercial Grade
  - 3. Comply with NEMA WD 1, NEMA WD 6, UL 498, UL 943 Class A, and FS W-C-596.
  - 4. Include self-test technology and indicator light that shows when the GFCI has malfunctioned and no longer provides proper GFCI protection.
- B. Duplex GFCI Convenience Receptacles, 125 V, 20 A:
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Cooper Wiring Devices, Inc.; Division of Cooper Industries, Inc.; VGF20
    - b. Hubbell Incorporated; Wiring Device-Kellems.; GFRST20
    - c. Leviton Manufacturing Co., Inc.; 7899
    - d. Pass & Seymour/Legrand (Pass & Seymour). 2097

- C. Tamper-Resistant GFCI Convenience Receptacles, 125 V, 20 A:
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Hubbell Incorporated; Wiring Device-Kellems.; GFTRST20
    - b. Pass & Seymour/Legrand (Pass & Seymour); 2097TR

## **2.05 TWIST-LOCKING RECEPTACLES**

- A. Single Convenience Receptacles, 125 V, Rating and NEMA configuration as indicated on Drawings: Comply with NEMA WD 1, and UL 498.
- B. Isolated-Ground, Single Convenience Receptacles, 125 V, 20 A:
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Cooper Wiring Devices, Inc.; Division of Cooper Industries, Inc.; IGL520R
    - b. Hubbell Incorporated; Wiring Device-Kellems; IG2310
    - c. Leviton Manufacturing Co., Inc.; 2310-IG
    - d. Pass & Seymour/Legrand (Pass & Seymour); IGL520R
  - 2. Description:
    - a. Comply with NEMA WD 1, and UL 498.
    - b. Equipment grounding contacts shall be connected only to the green grounding screw terminal of the device and with inherent electrical isolation from mounting strap. Isolation shall be integral to receptacle construction and not dependent on removable parts.

## **2.06 WALL PLATES**

- A. Single and combination types shall match corresponding wiring devices.
  - 1. Plate-Securing Screws: Metal with head color to match plate finish.
  - 2. Material for Finished Spaces:
    - a. 0.035-inch thick, satin-finished, Type 302 stainless steel.
  - 3. Material for Unfinished Spaces: Raised Galvanized steel.
  - 4. Material for Damp Locations: Cast aluminum with spring-loaded lift cover, and listed and labeled for use in wet and damp locations.
- B. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with Type 3R, weather-resistant die-cast aluminum with lockable cover (weatherproof while-in-use).

## **2.07 FINISHES**

- A. Device Color:
  - 1. Wiring Devices Connected to Normal Power System: As selected by Architect unless otherwise indicated or required by NFPA 70 or device listing.
  - 2. Wiring Devices Connected to Emergency Power System: Red.

## **PART 3 - EXECUTION**

### **3.01 INSTALLATION**

- A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.

**DIVISION 26 – ELECTRICAL**  
**SECTION 26 2726 – WIRING DEVICES**

- B. Coordination with Other Trades:
1. Protect installed devices and their boxes. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of boxes.
  2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
  3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
  4. Install wiring devices after all wall preparation, including painting, is complete.
- C. Conductors:
1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.
  2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
  3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
  4. Existing Conductors:
    - a. Cut back and pigtail, or replace all damaged conductors.
    - b. Straighten conductors that remain and remove corrosion and foreign matter.
    - c. Pigtailling existing conductors is permitted, provided the outlet box is large enough.
- D. Device Installation:
1. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete.
  2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
  3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
  4. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.
  5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
  6. Use a torque screwdriver when a torque is recommended or required by manufacturer.
  7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
  8. Tighten unused terminal screws on the device.
  9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.
- E. Receptacle Orientation:
1. Retain first subparagraph below if the position of the ground pin is important for consistency. Trade and professional literature is inconsistent in recommending benefits of either orientation.
  2. Install ground pin of vertically mounted receptacles up, and on horizontally mounted receptacles to the right.
- F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.



**DIVISION 26 – ELECTRICAL**  
**SECTION 26 2726 – WIRING DEVICES**

- G. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multi-gang wall plates.
- H. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings.

**3.02 IDENTIFICATION**

- A. Comply with Section 26 0553 "Identification for Electrical Systems."
- B. Identify each receptacle with panelboard identification and circuit number. Use hot, stamped, or engraved machine printing with black-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

**3.03 FIELD QUALITY CONTROL**

- A. Perform the following tests and inspections:
  - 1. Test Instruments: Use instruments that comply with UL 1436.
  - 2. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.
- B. Tests for Convenience Receptacles:
  - 1. Line Voltage: Acceptable range is 105 to 132 V.
  - 2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.
  - 3. Ground Impedance: Values of up to 2 ohms are acceptable.
  - 4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
  - 5. Using the test plug, verify that the device and its outlet box are securely mounted.
  - 6. Tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.
- C. Wiring device will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

**END OF SECTION 26 2726**

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. Section Includes: Cartridge fuses rated 600-V ac and less for use in control circuits, enclosed switches, enclosed controllers and motor-control centers.

**1.02 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Operation and maintenance data.

**1.03 QUALITY ASSURANCE**

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NEMA FU 1 for cartridge fuses.
- C. Comply with NFPA 70.

**1.04 COORDINATION**

- A. Coordinate fuse ratings with utilization equipment nameplate limitations of maximum fuse size and with system short-circuit current levels.

**PART 2 - PRODUCTS**

**2.01 MANUFACTURERS**

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Cooper Bussmann, Inc.
  - 2. Edison Fuse, Inc.
  - 3. Ferraz Shawmut, Inc.
  - 4. Littelfuse, Inc.

**2.02 CARTRIDGE FUSES**

- A. Characteristics: NEMA FU 1, nonrenewable cartridge fuses with voltage ratings consistent with circuit voltages.

**PART 3 - EXECUTION**

**3.01 FUSE APPLICATIONS**

- A. Motor Branch Circuits: Class RK5, time delay.
- B. Other Branch Circuits: Class RK1, time delay.
- C. Control Circuits: Class CC, time delay.

**3.02 INSTALLATION**

- A. Install fuses in fusible devices. Arrange fuses so rating information is readable without removing fuse.

**3.03 IDENTIFICATION**

- A. Install labels complying with requirements for identification specified in Section 26 0553 "Identification for Electrical Systems" and indicating fuse replacement information on inside door of each fused switch and adjacent to each fuse block and holder.

**END OF SECTION 26 2813**

**DIVISION 26 - ELECTRICAL**  
**SECTION 26 2816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. Section Includes:
  - 1. Fusible switches.
  - 2. Nonfusible switches.
  - 3. Molded-case circuit breakers (MCCBs).
  - 4. Enclosures.

**1.02 DEFINITIONS**

- A. NC: Normally closed.
- B. NO: Normally open.
- C. SPDT: Single pole, double throw.

**1.03 SUBMITTALS**

- A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated.
- B. Shop Drawings: For enclosed switches and circuit breakers. Include plans, elevations, sections, details, and attachments to other work.
  - 1. Wiring Diagrams: For power, signal, and control wiring.
- C. Field quality-control reports.
- D. Operation and maintenance data.

**1.04 QUALITY ASSURANCE**

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.

**PART 2 - PRODUCTS**

**2.01 FUSIBLE SWITCHES**

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
  - 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
  - 3. Siemens Energy & Automation, Inc.
  - 4. Square D; a brand of Schneider Electric.
- B. Type HD, Heavy Duty, Single Throw, 600-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate required fuses, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.

**DIVISION 26 - ELECTRICAL**  
**SECTION 26 2816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS**

- C. Accessories:
  - 1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
  - 2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
  - 3. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.
  - 4. Lugs: Suitable for number, size, and conductor material.

**2.02 NONFUSIBLE SWITCHES**

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
  - 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
  - 3. Siemens Energy & Automation, Inc.
  - 4. Square D; a brand of Schneider Electric.
- B. Type HD, Heavy Duty, Single Throw, 600-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- C. Accessories:
  - 1. Retain subparagraphs below with applicable switch paragraphs above. Verify that accessories specified are available and applicable to switch types and ratings in this article.
  - 2. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
  - 3. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
  - 4. Lugs: Suitable for number, size, and conductor material.

**2.03 MOLDED-CASE CIRCUIT BREAKERS**

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
  - 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
  - 3. Siemens Energy & Automation, Inc.
  - 4. Square D; a brand of Schneider Electric.
- B. General Requirements: Comply with UL 489, NEMA AB 1, and NEMA AB 3, with interrupting capacity to comply with available fault currents.
- C. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
- D. Electronic Trip Circuit Breakers: Field-replaceable rating plug, rms sensing, with the following field-adjustable settings:
  - 1. Instantaneous trip.
  - 2. Long- and short-time pickup levels.
  - 3. Long- and short-time time adjustments.
  - 4. Ground-fault pickup level, time delay, and I<sup>2</sup>t response.

**DIVISION 26 - ELECTRICAL**  
**SECTION 26 2816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS**

- E. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller, and let-through ratings less than NEMA FU 1, RK-5.
- F. Features and Accessories:
  - 1. Standard frame sizes, trip ratings, and number of poles.
  - 2. Lugs: Suitable for number, size, trip ratings, and conductor material.
  - 3. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge lighting circuits.
  - 4. Ground-Fault Protection: Comply with UL 1053; integrally mounted, self-powered type with mechanical ground-fault indicator; relay with adjustable pickup and time-delay settings, push-to-test feature, internal memory, and shunt trip unit; and three-phase, zero-sequence current transformer/sensor.
  - 5. Auxiliary Contacts: Two SPDT switches with "a" and "b" contacts; "a" contacts mimic circuit-breaker contacts, "b" contacts operate in reverse of circuit-breaker contacts.
  - 6. Alarm Switch: One NO contact that operates only when circuit breaker has tripped.

**2.04 ENCLOSURES**

- A. Enclosed Switches and Circuit Breakers: NEMA AB 1, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.
  - 1. Indoor, Dry and Clean Locations: NEMA 250, Type 1.
  - 2. Outdoor Locations: NEMA 250, Type 3R.
  - 3. Kitchen, Wash-Down, Pool Areas: NEMA 250, Type 4X, stainless steel.
  - 4. Other Wet or Damp, Indoor Locations: NEMA 250, Type 4.
  - 5. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Noncorrosive Liquids: NEMA 250, Type 12.

**PART 3 - EXECUTION**

**3.01 INSTALLATION**

- A. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.
- B. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.
- C. Install fuses in fusible devices.
- D. Comply with NECA 1.

**3.02 IDENTIFICATION**

- A. Comply with requirements in Section 260553 "Identification for Electrical Systems."
  - 1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
  - 2. Label each enclosure with engraved metal or laminated-plastic nameplate.

**3.03 FIELD QUALITY CONTROL**

- A. Perform tests and inspections.
- B. Retain first two paragraphs below to describe tests and inspections to be performed.

**DIVISION 26 - ELECTRICAL**  
**SECTION 26 2816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS**

- C. Acceptance Testing Preparation:
  - 1. Test insulation resistance for each enclosed switch and circuit breaker, component, connecting supply, feeder, and control circuit.
  - 2. Test continuity of each circuit.
  
- D. Tests and Inspections:
  - 1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
  - 2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
  
- E. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.
  
- F. Prepare test and inspection reports, including a certified report that identifies enclosed switches and circuit breakers and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

**END OF SECTION 26 2816**