

Itemized Proposal, Special Provisions and Contract

**Bids will not be accepted unless the bid package
is downloaded directly from www.erie.gov/dpw
and contact information is captured.**

FEDERAL AID PROJECT

*PEDESTRIAN WALKWAY CONSTRUCTION, DRAINAGE IMPROVEMENTS,
AND ROAD REHABILITATION OF LAKE SHORE ROAD
(CR 111), 1.22 MI.*

TOWN OF EVANS

PROJECT NUMBER FA-111-24, PIN 5757.49

ERIE COUNTY, NEW YORK

**BIDS RECEIVED: September 26, 2024
AT: 10:00 AM LOCAL TIME
Office of William E. Geary, Jr.
Commissioner of Public Works
95 Franklin Street – 14TH Floor
Buffalo, New York 14202**

**William E. Geary, Jr.
Commissioner of Public Works
95 Franklin Street – 14TH Floor
Buffalo, New York 14202**

**Erie County Department of Public Works
Division of Highways
95 Franklin Street – 14th Floor
Buffalo, New York**

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AND ROAD REHABILITATION OF LAKE SHORE ROAD
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PROJECT NUMBER FA-111-24, PIN 5757.49

Erie County, New York

District – Evans

Type of Construction – Rehabilitation and reconstruction of asphalt pavement, widen shoulders, replacement of storm drainage system, utility relocations, and pedestrian walkway construction. Project limits are Lake Shore Road (CR 111) from Evans Town Park to Bennett Beach Road.

Standard Sheets – 209-01, 209-02, 209-03, 402-01, 502-06, 603-01, 603-02, 603-04, 604-02, 608-01, 619-001, 619-002, 619-010, 619-011, 619-012, 619-042; 619-060, 619-201, 619-503, 645-01, 645-03, 655-04, 685-01

Completion Date – **July 31, 2025**

Deposit Required – **\$150,000**

Pre-Let Meeting – **Wednesday, September 11, 2024 at 10:00 AM**

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

Karl Rohde, PE 95 Franklin St, Room 1400, Buffalo, NY 14202 or Karl.Rohde@erie.gov

Addenda to Bid Documents: Addenda to the Bid Documents will be published to www.erie.gov/dpw. At the time of the addenda issuance, the addenda will also be sent via email to the email address of those who have previously downloaded the bid package.

FEDERAL REQUIREMENTS

1. This is a federal-aid contract subject to the approval of the Federal Highway Administration (FHWA) and the New York State Department of Transportation (NYSDOT).
2. Federal Contract Requirements are contained on pages FA 1 to FA 33, and forms on pages FAF 1 to FAF 8.
3. The BUY AMERICA provisions in Section 106-11 of the NYSDOT Standard Specifications apply to this contract.
4. Whenever local and/or New York State requirements differ from Federal requirements, the Federal requirements will prevail.
5. There are no residence, geographical restrictions, or preferences contained in this contract.
6. There are no M/WBE/SDVOB requirements or preferences contained in this contract.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS

1. The NYSDOT Standard Specifications September 1, 2024, as amended, govern work performed under this contract. This shall include Sections 100 through 799, inclusive.
2. The low bidder must have an approved New York State Uniform Contracting Questionnaire (CCA-2 Form) on file with NYSDOT prior to an award being made. The CCA-2 form is available online at <https://www.dot.ny.gov/bids-and-lettings/construction-contractors/general-info> or by calling the NYSDOT Office of Contract Management at (518) 457-1564.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION GOAL

The following participation goal(s) have been established for this contract, expressed as a percentage of the total contract bid amount. Disadvantaged Business Enterprise (DBE) Goal 9 %. The NYSUCP DBE Directory is located at:

<https://nysucp.newnycontracts.com/>

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NOTICE

Project manuals, drawings and construction documents are intended specifically for the preparation of Bid Proposals and for construction related activity. By accepting these documents and drawings, the individual, company or agency acknowledges that these documents and drawings relate to facilities wherein sensitive and secure governmental activities are conducted. The individual's, company's or agency's misuse of these documents and drawings may threaten the safety and security of governmental operations. By accepting these documents and drawings, the individual, company or agency, agrees that it shall restrict dissemination of such materials to recognized, legitimate sub-contractors, suppliers and material meant solely for their use in preparation of quotes, bids or participation in actual construction activity. Further, by accepting these documents and drawings, the individual, company or agency assumes full responsibility for and liability for said individual's, company's or agency's negligence and for its careless or wrongful distribution of Erie County project manuals, drawings and construction documents.

INFORMATION FOR BIDDERS

INFORMATION FOR BIDDERS

Persons desiring to make a proposal shall use the accompanying proposal form. The proposal shall be submitted in accordance with the STANDARD SPECIFICATIONS OF THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION September 1, 2024, including all Addenda in effect on the date of advertisement for receipt of bids and the Highway Law. The STANDARD SPECIFICATIONS are to be considered as and shall form a part of the agreement. The time for which proposals shall be received will be found in the published notice calling for proposals. Detailed plans of the work may be examined at the Office of the Commissioner of Public Works, 95 Franklin Street, Buffalo, New York, 14202.

Whenever in the Specifications, reference is made to Section 38 of the Highway Law, the term "Commissioner of Transportation" as used in said section shall mean "Commissioner of Public Works" or "Deputy Commissioner of Public Works, Division of Highways" and wherever reference is made, therein, to the "Commissioner of Taxation and Finance" it shall mean the "Commissioner of Finance" of the County of Erie.

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

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

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

Any proposal shall be deemed informal which does not contain prices set opposite each of the several items for which there is a quantity exhibited in the itemized proposal, or which shall in any manner fail to conform to the conditions of the published notice inviting proposals. The unit prices and gross sum bid shall be indicated in words and by figures. In case the amount shown in words and its equivalent in figures do not agree, the written word may, in the discretion of the Commissioner of Public Works be considered binding.

NO MISUNDERSTANDING. The attention of persons intending to make proposals is specifically called to ARTICLE 3 of the CONTRACT AGREEMENT wherein the bidder agrees that he has examined the contract documents and the site of the work and has fully informed himself from his personal examination of the same regarding the quantities, character, location and other conditions affecting the work to be performed, including the existence of poles, wires, pipes, ducts, conduits, and other facilities and structures of municipal and other public service corporations, on, over or under the site and that he will make no claim against the County of Erie by officer or agent of the County of Erie with respect to the work to be performed under the contract. Particular attention is called to the proposal forms that may contain special notes and special specifications at variance with standard plans and specifications.

The Contractor shall be responsible to perform all the work within scope of this contract and, for all liabilities that arise therefrom.

SUBSURFACE INFORMATION. Boring logs and other subsurface information made available for the inspection of bidders were obtained with reasonable care and recorded in good faith by the Division.

The soil and rock descriptions shown are as determined by a visual inspection of the samples from the various explorations unless otherwise noted. The observed water levels and/or water conditions indicated thereon are as recorded at the time of the exploration. These levels and/or conditions may vary considerably, with time, according to the prevailing climate, rainfall and other factors.

The locations of utilities or other underground man-made features were ascertained with reasonable care and recorded in good faith from various sources, including the records of municipal and other public service corporations, and therefore the location of known utilities may only be approximate.

Subsurface information is made available to bidders in good faith so that they may be aware of the information utilized by the County for design and estimating purposes. By doing so, the County and the Contractor mutually agree and understand that the same is a voluntary act and not in compliance with any legal or moral obligation on the part of the Division. Furthermore, insofar as such disclosure is made, the Division makes no representations or warranties, express or implied, as to the completeness or accuracy of this information or data, nor is such disclosure intended as a substitute for personal investigations, interpretations, and judgment of the bidder.

WITHDRAWAL OF PROPOSAL. Permission will not be given to modify or explain, by letter, telegram, telephone, or otherwise, any proposal or bid after it has been deposited with the Commissioner of Public Works. No proposal shall be withdrawn or cancelled after the time designated for opening such proposals publicly, except to exercise the option as provided herein.

Any bidder or his duly authorized agent who has submitted proposals on more than one project of any one letting may, at his option and upon written request, withdraw any or all of his additional proposals after the person who opens and reads the bids has announced that such bidder has submitted the lowest proposal on a project for which bids have last been read. When this option is exercised, the proposals for other projects in the letting will be returned to the bidder unopened. No returned proposals will be considered after the bidder has exercised his privilege to withdraw the same. No proposals will be considered which have not been deposited with the Commissioner of Public Works prior to the time indicated in the advertisement. Any bidder exercising the privilege of so withdrawing his bid or bids waives all claims that may arise should it be found that his opened proposal is informal or, for any other reason, is unacceptable to the Commissioner of Public Works. The Commissioner of Public Works will open and read proposals in the order in which they are drawn and not in the order in which the projects are advertised.

If the proposal is made by a firm, the name and place of residence of each member of the firm shall be given. If made by a corporation, the names of the president, secretary and treasurer shall be given. If made by a partnership, the names of the partners shall be given.

Pursuant to the provisions of Section 38, Subdivision 7 of the Highway Law, as amended, relating to "foreign contractors", if the successful bidder is a foreign contractor, no certificate approving or authorizing the first partial payment, or in the event there shall be no first partial payment, then no certificate approving or authorizing any final payment shall be made to a foreign contractor unless such contractor shall furnish satisfactory proof that all taxes due by such contractor under the provisions of Articles 9, 9a, 12a, 16, 16a, 21, 22, 23, 28, 29 and 30 of the Tax Law have been paid. The certificate of the State Tax Commission to the effect that all such taxes have been paid shall be conclusive proof of the payment of such taxes.

The term "foreign contractor" as used in the preceding paragraph means, in the case of an individual, a person who is a legal resident of another state or foreign country, in the case of a firm or co-partnership, one having one or more partners who is a legal resident of another state or a foreign country; and in the case of a corporation, one having its principal place of business in another state or foreign country.

The certificate of the State Tax Commission to the effect that all such taxes have been paid by the Contractor shall be placed on file with the Commissioner of Public Works in his office, 95 Franklin Street, Buffalo, New York 14202.

DEPOSIT. Every proposal must be accompanied by a bank cashiers check or certified check payable to the County of Erie for the sum specified in the proposal and in the advertisement for proposals. The retention and disposition of such bank cashiers check or certified check shall be in conformity with Subdivision No. 2 of Section 38 of the Highway Law, as amended. This shall be attached inside the front cover.

AWARD OF CONTRACT. Award of contract will be made only to the lowest responsible bidder whose proposals shall comply with all the provisions required to render it formal and in accordance with Section 126 of the Highway Law. The County Legislature reserves the right to reject any or all proposals if, in its opinion, the best interests of the County will, thereby, be promoted.

The bidder must be prepared, if requested by the County Legislature and/or the Commissioner of Public Works, to present evidence of experience, ability and financial standing, as well as a statement as to plant and machinery.

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

The Contractor agrees that he will conduct his operations in compliance with all the laws and regulations of the United States, State of New York and Public Authorities and the ordinances of any city, village, town or county and the lawful direction of the officers, agents or representatives of the United States, The State of New York, the Public Authorities or of said city, village, town or county. All costs due to compliance with the above described laws, regulations and ordinances shall be included in the prices bid for contract items unless otherwise provided for in the contract.

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

The Contractor's attention is directed to those portions of the Labor Law, that appear with the labor wage rate schedules.

INSURANCE REQUIREMENTS

1. The Contractor shall obtain, at his own cost and expense, the following insurance coverages with insurance companies licensed in the State of New York and shall provide a certificate of insurance as evidence of such coverages on The Erie County Standard Insurance Certificate.
 - A. Comprehensive General Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$2,000,000. per occurrence and annual aggregate. The coverage shall include:
 - Premises and Operations
 - Products and Completed Operations
 - Independent Contractors
 - Contractual Liability (sufficient to cover all liability assumed under contracts with Erie County)
 - Broad Form Property Damage including completed operations
 - Explosion, Collapse and Underground Hazards (x, c, u)
 - B. Automobile Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000. each occurrence. The coverage shall include Owned, Hired, and Non-Owned Autos (Symbol "1" should be designated for Liability coverage on the Business Auto Policy).
 - C. Excess "Umbrella" Liability - with a minimum limit of \$5,000,000. each occurrence/\$5,000,000. aggregate.
 - D. Workers' Compensation and Employers' Liability providing statutory coverage in compliance with the Workers' Compensation Law of the State of New York. (Form C-105.2)
 - E. Disability Benefits - providing statutory coverage in compliance with the New York State Disability Benefits Law. (Forms DB-120.1 or DB-155)

Failure to maintain coverage hereunder shall constitute a material breach of this contract and the Contractor shall suspend all work immediately upon such lapse in coverage.

2. Comprehensive General Liability, Automobile Liability, and Excess Umbrella Liability shall name the County of Erie and any Board, Bureau, Commission, or Agency thereof as additional insured.
3. All certificates of insurance shall be approved by the Erie County Department of Law prior to the inception of any work.
4. The "ACORD" form certificate may be used in place of the Erie County Standard Insurance Certificate, provided that all of the requirements set forth in the instructions for the Erie County Standard Insurance Certificate are incorporated into the "ACORD" form certificate.

AMOUNT OF BOND. A bond will be required for the faithful performance of the contract and further guaranteeing prompt payment of monies due to all persons supplying the Contractor, or its sub-contractor with labor and materials employed and used in carrying out the contract. The amount of security therein shall be 100 per cent of the amount of the contract.

FORM OF PERFORMANCE, LABOR, AND MATERIALS BOND. The form of the performance, labor and material bond shall be the County's form, exhibit "PB 1" as set forth on the following page number IB 6, for the total amount payable by the terms of the contract.

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

Notwithstanding any provision of law, the requirement of a performance, labor and material bond in compliance with the specifications herein and in form "PB 1" shall not be waivable, and the failure to provide such bond as otherwise provided herein shall be cause to rescind an award of the Contract, together with the forfeiture of security posted with the bid hereunder, as set forth on page IB 4 under "Execution of Contract."

Copies of the Erie County Standard Insurance Certificate and Form PB 1 are available at the Office of the Deputy Commissioner of Public Works, 95 Franklin Street, Buffalo, New York 14202.



COUNTY OF ERIE
DEPARTMENT OF PUBLIC WORKS

95 FRANKLIN STREET
BUFFALO, NY 14202

PERFORMANCE, LABOR, AND MATERIAL BOND

BOND 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 into the _____ 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 _____ entered into a contract
with the OBLIGEE for \$ _____ which contract and documents included therein is by reference is by reference
made a part hereof (hereinafter called CONTRACT), covering the following project. _____
(project title/description)

NOW, THEREFORE, the condition of the 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:

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 Worker's Compensation or Employer's Liability Statute.
5. That no suit, action or proceeding 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 proceeding for loss caused by the failure of the PRINCIPAL to pay all persons supplying labor and material in the prosecution of the work under said Contract shall be brought against the SURETY after six (6) months from the day on which final payment of the Contract is made.

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

(PRINCIPAL)

(PRINCIPAL)

By: _____
President, Vice President, Secretary-Treasurer

(SURETY)

(Seal)

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

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

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

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

PAYMENTS ON CONTRACT. Payments to the Contractor for work satisfactorily performed will be made monthly as prescribed by Subdivision 7 Section 38 of the Highway Law, as amended. No monthly estimate will be rendered unless the value of the work done equals five per cent of the contract amount and in no case shall such estimate be made in an amount less than one thousand dollars. Semi-monthly estimates may be rendered provided the value of the work performed, in a two-week period interval is in excess of fifty thousand dollars (\$50,000) or if, in the opinion of the Commissioner of Public Works, it is to the best interest of the County to do so.

The attention of persons intending to make proposals is specifically called to the provisions of Section 70 and 71 of the Lien Law and Section 1302-C of the Penal Law that apply to funds being received by a Contractor for a public improvement. These provisions declare that the funds received by the Contractor shall constitute trust funds in the hands of the Contractor and shall be applied first to the payment of certain claims.

ENGINEERING CHARGES. When the work embraced in the contract is not completed on or before the date specified, therein, engineering and inspection expenses incurred by the County, upon the work from the completion date originally fixed in the contract to the final date of completion of the work, may be charged to the Contractor and be deducted by the Commissioner of Public Works from any monies due the Contractor.

Before assessing such charges, the Department will give due consideration to factors attributing to such delay due to extenuating circumstances beyond the control of the Contractor limited to the following:

1. The work or the presence on the contract site of any third party, including but not limited to that of other contractors or personnel employed by the County, by other bodies, by railroad, transportation or utility companies or corporations, or by private enterprises, or any delay in progressing such work.
2. The existence of any facility or appurtenance owned, operated, or maintained by any third party.

3. The act, or failure to act, of any public or governmental body including, but not limited to, approvals, permits, restrictions, regulations or ordinances.
4. Restraining orders, injunctions, or judgments issued by a court.
5. Any industry-wide labor boycotts, strikes, picketing or similar situations, as differentiated from jurisdictional disputes or labor actions affecting a single or small group of contractors or suppliers.
6. Any industry-wide shortages of supplies or materials required by the contract work, as differentiated from delays in delivery by a specific or small group of suppliers.
7. Unusually severe storms of extended duration or impact, other than heavy storms or climatic conditions which could generally be anticipated by the bidders, as well as floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides, or other catastrophes.
8. Determinations by the Department to open certain sections of the project to traffic before the entire work is completed.
9. Major unanticipated additional work which significantly affects the scheduled completion of the contract.
10. Failure of the County to provide individual rights-of-way parcels for an extended period of time beyond that indicated by the contract if such unavailability, as determined by the Commissioner, significantly affects the scheduled completion of the contract.

Such charges will be assessed, however, in cases where the work has been unduly delayed by the Contractor because of unwarranted reasons, inefficient operation, or for any other reason for which the Commissioner of Public Works determines the Contractor to be liable. Reasonable time necessary for reviews by the County or its agents of shop drawings, for changes or additions to the work to meet field conditions which do not significantly affect the scheduled completion of the contract, delays incurred by seasonal and weather limitations, localized labor actions and shortages of supplies and materials, and other situations which should be anticipated are neither compensatory nor eligible for extensions of time without the assessment of engineering and inspection charges.

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

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

The work, under this contract, shall be under the direct supervision of the Commissioner of Public Works of Erie County, New York, or his representative who is retained to layout, supervise and inspect the work under construction.

SPECIFICATIONS. In general, the work of this contract will be carried out in accordance with the STANDARD SPECIFICATIONS, September 1, 2024, of the New York State Department of Transportation, Office of Engineering, with subsequent modifications, and as modified within this document under SPECIAL SPECIFICATIONS, insofar as same apply to this work.

Wherever in the SPECIFICATIONS the terms "Commissioner of Transportation", "Regional Director", or other Officials of the New York State Department of Transportation is used, it shall mean "Commissioner of Public Works", or "Deputy Commissioner Public Works-Division of Highways" of the County of Erie.

ACCOUNTABILITY

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

QUALIFICATION OF BIDDERS

- a. All prospective bidders are hereby notified that they must 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, 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. An Experience Questionnaire is included at back of the Itemized Proposal that will provide this information and must be filled out and submitted with the bid.
- b. Within forty-eight (48) hours after the opening of the proposals, the lowest three bidders, if requested, must submit to the Owner a statement in duplicate setting forth the following information:
 1. A current financial statement certified to be true and correct by a certified public accountant or an officer or principal of the bidder.
 2. 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 subcontractors, capital stock of the contractor, and similar items, as liquid assets available for the work to be performed under the contract.
- c. 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 50 percent of the amount of the proposed contract.

- d. 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.
- e. 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 his proposal is either adequate or suitable for the satisfactory performance of the work.

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 Commissioner of Public Works 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.

SALES TAX EXEMPTION

- a. The Owner is an exempt organization under the 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.
- b. 1) Section 1115 (a) (15) of the Tax Law provides that tangible personal property sold to a Contractor for use in erecting a structure or constructing a highway for an exempt organization is exempt from the Sales and Compensating Use Tax of the State of New York and of cities and counties integral component part of such structure, building or real property and 2) is to be resold to such organization as tangible personal property before it has become a part of such structure, building or real property. There is no exemption from the Sales or Use Tax on series or charges to a Contractor or subcontractor for the purchase or lease of supplies, machinery, equipment, tools, services, etc. used or consumed by him in the completion of the Contract. The Contractor and his sub- contractors shall be responsible for and pay any and all applicable taxes including Sales and Compensating Use Taxes on such items.

SPECIAL INSTRUCTIONS TO THE CONTRACTOR

SPECIAL INSTRUCTIONS TO THE CONTRACTOR

THIS PROJECT IS A LOCALLY ADMINISTERED FEDERAL AID (LAFA) OR A BRIDGENY (BRIDGE) PROJECT

Bidder shall use **BLACK INK** when filling in **PROPOSAL SHEETS** and **SIGNATURES**.
The Proposal forms an integral part of this book and **SHALL NOT BE REMOVED**.

A. The Contractor shall perform each of the following:

1. a) AFFIRMATIVE ACTION PROGRAM

The Contractor's attention is directed to the special conditions of the Erie County Affirmative Action Program which must be complied with in its entirety. Information may be obtained by calling Erie County Equal Employment Opportunity Office at 858-7542.

1) GOAL PARTICIPATION:

Minority – 7.7%
Women - 6.9%

2) REQUIRED RECORDS

A) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the Contractor's equal employment opportunity policy is being carried out and to keep records. The records shall include the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed for each employee. Records shall be maintained in an understandable and retrievable form. To the extent that records kept by the Contractor for other purposes satisfy the requirements of this paragraph, the Contractor need not maintain separate records.

B) The Contractor shall submit monthly employee utilization reports to the Engineer on New York State Department of Transportation Monthly Employment Utilization Report Form AAP 33d. Records of the total employee utilization, from the start of the contract up to and including the month being reported, shall be submitted with each monthly report. For the purpose of these reports, the hours of female employment and training and the hours of minority employment and

training shall be separately calculated. All females, whether minority or non-minority, shall be calculated within the hours of female employment and minority females shall not be used in the calculation of hours of minority employment.

- C) For the purpose of the reports required above, the employment and training hours worked by each person may only be used once in any one month and the Contractor is cautioned that it may not discriminate against minority females in connection with attaining its affirmative action goals under these requirements.
- D) All records required by this Section must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Erie County Equal Employment Opportunity Office.

b) DISADVANTAGED BUSINESS ENTERPRISE (DBE)

As this is a Locally Administered Federal Aid or BridgeNY (Bridge) Project, only DBE participation goals are required. The DBE goal for this Project is 9%. There will be no WBE/MBE requirements, for this Project

c) REGARDING OVERTIME DISPENSATION

All bidders, in submitting their bids, should base their bids and work progression on the assumption that Labor Dispensation pursuant to Articles 8 and 8A of the New York State Labor Law, for any workmen, laborers and mechanics to work more than 8 hours in any one calendar day or more than five days in any one week will not be granted for any operation for the contract duration. Subsequent to award, where it is determined to be in the best interest of the public, the Department may process, for approval by the New York State Department of Labor, Overtime Dispensation on certain specific operations and, in the event approval is granted, there shall be no adjustment therefore in any bid prices.

d) REVIEW THE SITE

The Contractor is advised to make a site visit prior to the bid to become familiar with the scope of work and component quantities required to complete the work. The Contractor acknowledges that he/she has satisfied himself/herself as to the nature and location of the work, the general and local conditions, particularly those bearing on transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties involving weather, groundwater table or similar physical conditions at the site, the formation and condition of the ground, the character, quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself/herself with all of the available information concerning these conditions will

not relieve him/her of the responsibility for estimating properly the difficulty or cost of successfully performing the work.

The Contractor's attention is drawn to the following items:

e) BID SUBMITTAL ITEMS:

The Contractor is hereby notified that the following items SHALL be submitted with his/her bid otherwise the bid SHALL NOT be considered:

REQUIRED FOR ALL PROJECTS:

- Certified Check for the bid deposit required. Attach to inside of front cover.
- Completed New York State vendor responsibility questionnaire FOR-PROFIT construction (CCA-2), Attachment A, Attachment B and Attachment C (Q 1 to Q 19)
- Project Construction Schedule, with description of tasks as detailed on SI 8, SI 9, SI 16 AND SI 17. Attach to inside of back cover.
- Identify the proposed Project Superintendent on the Project Schedule.
- Completed Form DA 1, Acknowledgement of Drug and Alcohol Testing Program Compliance.
- Completed Itemized Proposal Including:
 - Fill in IP Pages IP-1 through IP-13
 - Execute the proposal by signing on IP-16 and completing IP-17
- Completed Apprenticeship Training Program form (ATP 1).
- Completed Pay Equity Certification (PEC 1)
- Completed Locally Administered Federal Aid Contract Forms section of this document (FAF 1 to FAF 9)

f) SPECIAL NOTES:

- 1) The Contractor is advised to make a site visit prior to the bid to familiarize himself with the scope of work and component quantities required to complete the work.

- 2) The Contractor shall give particular attention and care to protect from damage all existing vegetation, including turf, trees, ornamental plantings, etc. which is not within the actual construction limits. Every attempt shall be made to protect and save the vegetation that is near construction limits according to the instructions of the Engineer.
- 3) In addition to requirements and/or explanations contained in the NYSDOT Standard Specifications, the Contractor is advised of the following:
 - The Contractor shall satisfy himself/herself as to the exact location of utility lines and shall protect and support in a suitable manner all utilities encountered during the proposed work. The Contractor shall make good any damage to those utilities caused by his/her operations. If the nature of the damage is such as to endanger the satisfactory operations of the utilities, and the necessary repairs are not immediately made by the Contractor, the work may be done by the respective owning companies and the cost thereof charged against the Contractor.
 - The Contractor shall notify Dig Safely New York at 1-800-962-7962 or 811, two days before any underground work is initiated.
- 4) The Contractor is to note that **NO** estimate will be processed without the following, submitted with, or prior to, the estimate for payment:
 - “Contractor’s Payment Certificate” form (CP-1), one for each estimate along with one for each subcontractor that has worked within the estimate period.
 - The filing of certified payroll records, up to the estimate period, for both the Contractor and any subcontractors is a condition of payment. Per the SPOTA Bill, the individual designated as the person responsible to collect certified payroll is the engineer in charge of the project. A contractor that willfully fails to file payroll records shall be guilty of a Class E felony and subject to a civil penalty of up to \$1,000 per day. Willful underpayments can be punished as a criminal offense ranging from a Class A misdemeanor for an underpayment less than \$25,000 to a Class C felony where the amount exceeds \$500,000. Second violators within a 5 year period would be required to surrender their profits and would forfeit their right to receive further payment on the project.
 - All EEO and/or MBE/WBE/DBE records required under this contract supplied by the Contractor or subcontractors shall be up to date prior to the estimate being paid.
 - Letter on Contractor letterhead requesting payment of current estimate.
- 5) All costs associated with the compliance of all laws, regulations and ordinances shall be included in the prices bid for the respective contract items involved unless otherwise provided for in the contract.

- 6) Roadway Permits – All necessary permits not herein included are the responsibility of the Contractor to obtain.
- 7) Access will be required, and must be maintained for all driveways. The cost for means for maintaining driveway access shall be included in the price bid for Item 619.01.
- 8) If the project includes a Storm Water Pollution Prevention Plan (SWPPP) the Contractor shall be required to review the site specific SWPPP for this Project. The Contractor shall be required to review the site-specific Stormwater Pollution Prevention Plan (SWPPP) for this project. The Narrative Report of the SWPPP is included in this proposal as Appendix A. The Contractor shall post a copy of this plan in a conspicuous location for the entire duration of the project. The Contractor shall submit the signed Certification Statement (see Appendix A) to the County at the Pre-Construction Meeting. Before undertaking any construction activity at the site identified in the SWPPP, all Subcontractors performing such work shall sign a Certification Statement and submit such statement to the County for inclusion in the SWPPP.
- 9) Basic Work Zone Traffic Control shall be provided in accordance with Section 619 of the NYSDOT Standard Specifications, the National Manual of Uniform Traffic Control Devices, all applicable NYSDOT Engineering Instructions (EI), Engineering Bulletins (EB), and Engineering Directives, and any provisions contained in the plans and/or proposal for this project. Item 619.01 includes, but is not limited to, pavement delineation, temporary ramping or patching, and driveway access.
- 10) Guide rail shall not be removed from any locations where traffic is being maintained until the Contractor or Subcontractor is prepared to fully install new section of rail and its terminals. The Contractor shall schedule operations to replace all rail on the same day as removed unless subsequent construction operations make it impractical to do so. Installation of the new rail shall begin as soon as practical after removal of the existing rail. Installation work on any individual location shall continue until all the railing at that location has been installed. When guide rail cannot be replaced on the same day as removed, the work area shall be delineated using the methods approved by the Engineer.
- 11) The Contractor's affidavit and subcontractor's certification, with regard to compliance with schedules of wages and supplemental benefits, must be submitted to the Deputy Commissioner's office with the final payment request. The Contractor's affidavit and Details of these requirements along with the necessary forms can be found on pages WR-1 through WR-3A.
- 12) All claims or notices of claims shall be initiated within three weeks from the start of the claimed activity. It is the Contractor's responsibility to notify the Resident Inspector, in writing, in order for the claim to be considered.

- 13) Apprenticeship Program: The Contractor shall comply with Local Law 3-2018 and the enclosed Roles and Regulations of the Commissioner of Public Works found on pages SI 17 through SI 26.
- 14) No retainage shall be withheld from the prime contractor and the prime contractor shall not withhold any retainage from his subcontractors.
- 15) The Contractor shall submit a site-specific Health and Safety Plan to the County at the Pre-Construction Meeting. The Contractor shall strictly adhere to the safety requirements of Erie County and all other State and Local agencies throughout the duration of the project.
- 16) Davis – Bacon and State DOL Prevailing Wage Rate requirements apply to this contract. A copy of current rates is included in this proposal. The higher of the two is to be used.
- 17) The Contractor shall make himself familiar with the Section “Federal Aid Contract Requirements” contained in this manual. Federal and State Prevailing Wage Rate requirements apply to this contract. In case of variance between (1) the schedule of prevailing rates of wages and supplements as determined under Section 220 of New of New York State Labor Law, and (2) the schedule of rates of wages as determined pursuant to the Davis-Bacon Act, the Contractor shall accept and use the schedule or schedules that establish the higher rate of wages as the minimum for the workmen who are employed on the project. Copies of the current rates are included in this proposal.

18) Liquidated Damages

- The Contractor agrees to be liable for liquidated damages and shall pay to the County an agreed upon fixed sum of \$3,250.00 per day as Liquidated Damages for each calendar day beyond the stated Contract Completion date.
- Calendar days of the delay shall be counted until the work is complete.
- The Contractor agrees to be liable for Liquidated Damages provided the right of the Contractor to proceed has not been terminated.
- The Contractor shall not be charged with Liquidated Damages because of delays in the completion of the work due to causes demonstrated to be beyond the control of the Contractor.
- The Contractor, by the submission of the bid proposal and the execution of the contract, hereby agrees that the Liquidated Damages appearing in both the bid and contract documents are reasonable given the circumstances and necessities of the contract.
- The Contractor agrees that no payment or compensation of any kind shall be due to the Contractor because of hindrance or delay from any cause in the progress of the work, whether such delay is avoidable or unavoidable. An extension of the roadway re-opening date or contract completion date

shall be the only remedy granted to the Contractor for any such hindrance or delay. This extension of time shall only be granted by the Commissioner of Public Works or by the Deputy Commissioner of Highways.

SPECIAL NOTES:

1. The US Dept of Labor counts a minority female towards both Minority and Woman goals. Therefore, the calculation of minority participation on this federal aid project may actually be higher if any female in the workforce is a minority.
2. Buy America provisions of the NYSDOT Standard Specifications are to be adhered to, for these Projects, and will be strictly enforced!

PROJECT SPECIFIC NOTES:

1. Bids will not be accepted unless the bid package is downloaded directly from www.erie.gov/dpw and contract information is captured.
2. Liquidated Damages for Deficiencies in Maintenance and Protection of Traffic: Calendar days during which there are substantial deficiencies in compliance with the requirements of Maintenance and Protection of Traffic will be considered deficient days for Maintenance and Protection of Traffic. CONTRACTOR shall pay OWNER \$400.00 per day for each calendar day determined to be substantially deficient by the ENGINEER.
3. The following items are eligible for Item 698.04 – Asphalt Price Adjustment:

<u>Item Number</u>	<u>Description</u>
404.0973	9.5 F3 TOP COURSE ASPHALT, 70 SERIES COMPACTION
404.1979	19 F9 BINDER COURSE ASPHALT, 70 SERIES COMPACTION
404.3779	37.5 F9 BASE COURSE ASPHALT, 70 SERIES COMPACTION
407.0102	DILUTED TACK COAT
608.020102	ASPHALT SIDEWALKS, DRIVEWAY AND BICYCLE PATHS, AND VEGETATION CONTROL STRIPS

4. The following items are eligible for Item 698.05 – Fuel Price Adjustment:

<u>Item Number</u>	<u>Description</u>
203.02	UNCLASSIFIED EXCAVATION
203.03	EMBANKMENT IN PLACE
203.07	SELECT GRANULAR FILL
206.0201	TRENCH AND CULVERT EXCAVATION
304.12	SUBBASE COURSE, TYPE 2
404.0973	9.5 F3 TOP COURSE ASPHALT, 70 SERIES COMPACTION
404.1979	19 F9 BINDER COURSE ASPHALT, 70 SERIES COMPACTION
404.3779	37.5 F9 BASE COURSE ASPHALT, 70 SERIES COMPACTION
490.10	PRODUCTION COLD MILLING OF BITUMINOUS CONCRETE
490.30	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE
608.0102	ACCELERATED CURE SIDEWALKS AND DRIVEWAYS
608.020102	ASPHALT SIDEWALKS, DRIVEWAY AND BICYCLE PATHS, AND VEGETATION CONTROL STRIPS

5. Erie County reserves the right to change scope of work due to financial constraints.
6. The Contractor shall strictly adhere to all temperature restrictions within the NYSDOT Specifications and the Contract Documents.
7. A winter shutdown is anticipated. The Contractor shall include any temporary winter shutdown measures in the price bid for associated items.
8. Contractor shall comply with Executive Order #018 (see phase **SI 35 to SI 41**). Contractor shall utilize LCP Tracker Software to document certified payroll and the local and disadvantaged workforce to be checked and verified by the Engineer.
9. The Contractors attention is drawn to section 619 of the NYSDOT standard specifications, and the current NYSDOT standard sheets for compliance with work zone traffic control during construction. It shall be the Contractors responsibility to know and comply with these requirements.
10. Health and Safety Plans shall be submitted by the contractor at the pre-construction meeting.
11. Any storage yard or staging area needed by the Contractor that cannot be accommodated within the project Right of Way must be secured and paid for by the Contractor.
12. The Contractor shall plan his/her work operations so that whatever is excavated is able to be backfilled to the top of the subbase layer by the end of each work day, A.O.B.E.
13. The contractor shall organize a pre-paving meeting at least five (5) business days prior to commencing any paving operations (including milling) to include; ECDPW Project Manager, Consultant Inspection Representative, Consultant Project Manager, and an Asphalt Plant Representative.
14. The use of recycled materials and/or slag shall not be allowed on any portion of this project.
15. Quality Units for asphalt items will not be utilized on this project.
16. Utility locations shown on the plans are approximate only. It shall be the responsibility of the Contractor to determine the actual locations by contacting the appropriate Utility companies prior to any earthwork or structural removal. The Contractor must coordinate his schedule of operations with these Utility Companies.
17. The Contractor shall be required to name Erie County and the Town of Evans as additional insured on all County required liability insurance policies and certificates of liability insurance.
18. It is the intent of Erie County to maintain traffic on Lake Shore Road to all traffic for its rehabilitation. Work zone signage shall, at a minimum, be in conformance with drawings WZ-01 to WZ-03. The work zone must be set up prior to construction to the satisfaction of the Engineer. The cost of this work shall be included in the price bid for Item 619.01.

19. The Contractor shall not utilize local roads at any time without prior authorization from the Town of Evans.
20. The waterlines on Lake Shore Road are owned by the Village of Angola Water Department north of Lake Street.
21. It is the Contractor's responsibility to obtain any and all necessary permits prior to starting work that have not been provided herein. The contractor shall comply with any and all requirements in permits for this project, including but not limited to those described below.
22. NYSDOTSS Special Notes:

a. TEMPORARY CATCH BASIN INSERT (CBI) (NYSDOT 209.11XXNN24 MATERIALS)

- i. In addition to Section 713-21, inserts as detailed on the plans are acceptable.
- ii. Inset should be designed for high flows with overflow ports.

b. SPECIALTY WORK (GENERAL) (NYSDOT 690.01000105 METHOD OF MEASUREMENT)

- i. Payment will be made on a per each basis.

c. SPECIALTY WORK (GENERAL) (NYSDOT 690.01000105 BASIS OF PAYMENT)

- i. The per each price bid shall include the cost of furnishing all labor, equipment, and materials necessary to furnish, deliver, install, and prepare for placement into service, the facilities described in the contract documents.

Progress payments will be made, in proportion to the total amount bid, for work completed to the satisfaction of the Engineer. The Engineer shall have the right to revise this amount at any time to reflect his judgment of the value of the work performed in relation to the total work required.

Serialization shall be as described in the contract documents.

US CUSTOMARY ASPHALT PRICE ADJUSTMENT

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

US CUSTOMARY ASPHALT PRICE ADJUSTMENT

ASPHALT PRICE ADJUSTMENT¹ CONVERSION FACTORS

Notes:

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

US CUSTOMARY FUEL PRICE ADJUSTMENT

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

US CUSTOMARY FUEL PRICE ADJUSTMENT

FUEL PRICE ADJUSTMENT¹ CONVERSION FACTORS

Notes:

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

Special Note

Performance Graded (PG) Binder and Mix Design Level

Superpave Hot Mix Asphalt (HMA), 9.5, 19.0, 25 and 37.5 – Nominal maximum Size Requirements of this note apply to all Section 402 Hot Mix Asphalt (HMA) items under this contract.

PG Binder

Use a polymer modified Performance Graded (PG) Binder PG 64V-22 during the production of Superpave Hot Mix Asphalt (HMA) mixtures for this project. The PG Binder shall meet the requirements of AASHTO M320, Standard Specifications for Performance Graded Asphalt Binder and **Elastic Recovery** requirements as shown in the table below:

Test of the rolling thin oven (RFTO) Binder Sample

Test	Requirements
Elastic Recovery using ASTM D6084-04, Testing Procedure A, at 25 degrees C	60% minimum

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

Mix Design

The mixture designs must be developed in accordance with the criteria specified in the Superpave HMA items that are appropriate for an “**Estimated Traffic**” level of **greater than 0.3 but less than 30.0 “Million 80 kN ESALs**. Under no circumstances shall the PG Binder content in the HMA be less than 5.8% for a 9.5 design, 5.2% for a 12.5 design, 4.5% for a 19.0 design, 4.2% for a 25.0 design or 3.7% for a 37.5 design.

Caution: The PG binder for this project will likely be modified using polymer additives to meet the requirements stated above. Handling of the HMA shall be discussed at the preconstruction meeting.

The Contractor should be aware that this is a performance-related specification in which the Contractor is responsible for compaction of the pavement within a specified density range. The Contractor must be prepared to select, operate, and control the paving and compaction equipment, to monitor the results, and to make necessary adjustments (without direction from the Engineer) to achieve the specified density results.

Note:

- Polymer additives to be used on all **Binder and Top Courses**.

2. Be aware of the conditions of Paragraph C, Special Instructions, and take every precaution to protect to the best of his ability those utility facilities above and below ground.
3. Time is of the essence and award of this contract shall be, consistent with the requirements of General Municipal Law, Section 103, based on a Contractor who can show an ability to timely and properly complete the project.

The Contractor shall demonstrate this ability by submitting the following with his bid proposal:

- a. The name of a qualified Superintendent selected by the Contractor who has a proven ability to complete projects on time, in accordance with Contract terms, and has a minimum of at least one year's experience as a Superintendent on a similar type and size of project. The Superintendent's name shall be indicated on the construction schedule.

The Superintendent shall be maintained on the work full time and give efficient supervision to the work until its completion. The Superintendent shall have full authority to act on behalf of the Contractor, and all directions given to the Superintendent shall be considered given to the Contractor. In general, the Engineer's instructions shall be confirmed in writing and always upon written request from the Contractor. The Superintendent shall attend all scheduled project meetings. (These may be scheduled weekly, bi-weekly, monthly or as scheduled by the Engineer.)

- b. A construction schedule which shall list the various operations to be performed and indicate the time period during which the work will be accomplished.

The construction operations shall include as applicable, but are not limited to:

Survey	Base, Binder and Top
Construction Signs	Sidewalk
Close Road/Bridge	Topsoil
Clearing and Grubbing	Seed
Excavation	Guide Rail
Utilities	Bridge Rail
Drainage	Traffic Signal
Gutter and Curbs	Pavement Markings
Subbase	Signs
Asphalt Pavement and Shoulders	Milling

Additionally, the schedule shall state the manpower to be used for each operation. This shall include the number of men required for each operation for each day (maximum, minimum, and average manpower per day). Also, a short description of the tasks involved in each operation is required, i.e. under Clearing and Grubbing, define what section of project is to be worked on (North side of road between Sta. __ to Sta. __).

For sample schedule and description of tasks see pages SI-16 and SI-17.

The purpose of this schedule is to provide assurance that this project will be completed on time and it shall not be deemed to shift responsibility for the performance of the Contract from the Contractor to the County.

- c. The construction schedule, along with the list of operations, shall be attached to the inside of the back cover of the proposal.
 - d. The Commissioner reserves the right to waive all informalities.
- 4. The Contractor shall not disturb the existing pavement in a manner that will interfere with snow removal or vehicular movement during the winter months. It is, therefore, entirely the Contractor's liability to maintain a smooth riding pavement should he elect to construct the necessary cross culverts and/or the foundation course.
 - 5. Remove, store and protect from loss or harm the Owner's chattels, viz., road signs, directional signs, posts, rails, barricades, pipes, etc., and replace in accordance with Item 619.01.
 - 6. The Contractor's attention is directed to Section 107-01 of the New York State Department of Transportation Standard Specifications requiring procurement of all necessary licenses and permits not at the Owner's expense; further it requires the Contractor to observe all federal, state and local laws and regulations which may affect the Contractor's operations on this project. This information is provided as a convenience to bidders and contractors. It is not intended to be all-inclusive and does not relieve the Contractor of his responsibility to determine which federal, state and local laws and regulations apply to his operations on this contract and to comply with them. A partial list of some of the most recent requirements follows:
 - a. Article 23, Title 27 of the Environmental Conservation Law, known as the "New York State Mined Land Reclamation Law," regulates borrow pits and aggregate sources outside state project areas where more than one thousand tons of minerals are removed from the earth within any twelve successive calendar months. Applications for permits to operate such facilities must be made to the New York State Department of Environmental Conservation.
 - b. Industrial Code Rule No. 53, as amended, issued by the State of New York Department of Labor, Board of Standards and Appeals, regulates the reporting of construction, excavation and demolition operations at or near underground facilities.

- c. Article 24 - Freshwater Wetland Act, an Act amending the Environmental Conservation Law, in relation to the regulation, management, protection and conservation of the freshwater wetlands of the State. This Act would require the Contractor to secure a permit from the clerk of the local government having jurisdiction or the State Department of Environmental Conservation if he wishes to undertake any regulated activities (such as excavation of borrow or disposal of soil material) upon freshwater wetlands as designated by the Commissioner of Environmental Conservation.
- d. Chapter 418 of the Laws of 1975 added a new Section 380-a to the Vehicle and Traffic Law requiring covering of vehicles transporting loose material except under certain circumstances. The New York State Department of Transportation has promulgated rules and regulations concerning the covering of loose cargo which may be found in 17 NYCRR, Part 158.
- e. When work is specified within the right-of-way of a New York State Highway, a New York State Highway Work Permit is required.
- f. All costs associated with the compliance of all laws, regulations and ordinances shall be included in the prices bid for the respective contract items involved unless otherwise provided for in the contract.

7. SUBLETTING OR ASSIGNING THE CONTRACT

The Contractor shall perform with its own organization, contract work amounting to not less than 30 percent of the original total contract price. Its own organization shall be construed to include only workers employed and paid directly by the Contractor and equipment owned or rented by it. The use of "specialty items" has been discontinued.

- 8. The Contractor shall water seeded and sodded areas and the cost of such watering shall be included in the prices bid for these items.

- B. Utilities: The various utility companies which have installations in the contract area shall be notified by the Contractor when he is ready to start work. He shall cooperate with utility companies in the relocation of their facilities and in protecting such services and appurtenances as may be exposed to hazard during his work.

The Contractor is cautioned that the location of utilities shown on the Contract Plans is not guaranteed, nor is there any guarantee that all such lines within the Contract limits have been shown on the plans. It will be the Contractor's responsibility to satisfy himself as to the exact condition and at his own expense to protect and support by sheeting, if necessary, all utilities encountered.

- C. The Contractor shall furnish for use of the field Engineers an approved waterproof building. This building shall be erected at a location to be selected by the Engineer and shall be separated from any building used by the Contractor. All the requirements of Item 637.11

Engineer's Field Office- Type 1 shall apply and payment shall be made under the respective item.

- D. Clearing and grubbing shall include work as ordered by the Engineer on the entire area between the right-of-way lines.
- E. The Contractor shall mow all grass and weeds to a minimum height of six inches on all areas between right-of-way lines before final acceptance of the project.
- F. County Roads in the vicinity of this project are not capable of sustaining the traffic of heavy loads under certain conditions of weather and moisture. The Contractor's attention is specifically called to the fact that the Deputy Commissioner-Highways will cause any road that is being damaged by heavy loads to be posted to a restricted loading. This limited loading restriction will not be removed for the hauling of road materials to the contract site without a suitable guarantee by the Contractor that he will repair the damaged sections of the roads at his own expense. The Contractor, in accepting this contract, will hold the County free from any liability because of the added cost. No loads will be accepted on the contract site if the loads transported exceed the limits of Article 10 of the Vehicle and Traffic Law. The maximum legal loadings are hereby stipulated:

- (a) Maximum gross load - per axle = 11 tons
- (b) Maximum gross load - two axles = 18 tons
- (c) Maximum gross load - more than two axles = 35 1/2 tons

Variations of (b) and (c):

(b) Variations of this restriction include (1) tandem rear axles less than forty-six (46) inches apart being deemed as a single axle; (2) consecutive axles being less than ten (10) feet apart.

(c) Variations of this restriction include tractor-trailers, whereby seventeen (17) tons plus the distance between the outermost axles times one thousand (1000) equals gross weight which shall not exceed thirty-five and one-half (35 1/2) tons.

G. DRAINAGE

Plugging - Where existing drainage structures are removed, the outlet pipe is to be removed and plugged at the structure, and/or plugged at the main, as ordered by the Engineer.

No direct payment will be made for this work. The cost to be included in the price bid for the drainage items in the Contract.

Tap-ins - Where the Contractor is required to break into existing structures or pipes for the proper installation of the storm drain system, no separate payment will be made for this work, but the cost thereof, shall be included in the price bid for the pipe items.

Temporary - The Contractor shall provide all temporary drainage facilities required to insure the satisfactory drainage of the entire project during construction. Unless specified otherwise, no direct payment will be made for temporary pipes, structures, ditches, channels and special grading, but the cost shall be included in the price bid for all the items of this

contract.

H. USGA, USC & GS - BENCH MARKS OR OTHER GOVERNMENT MARKS

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

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

I. NOTIFICATION OF FIRE, POLICE AND POSTAL AUTHORITIES

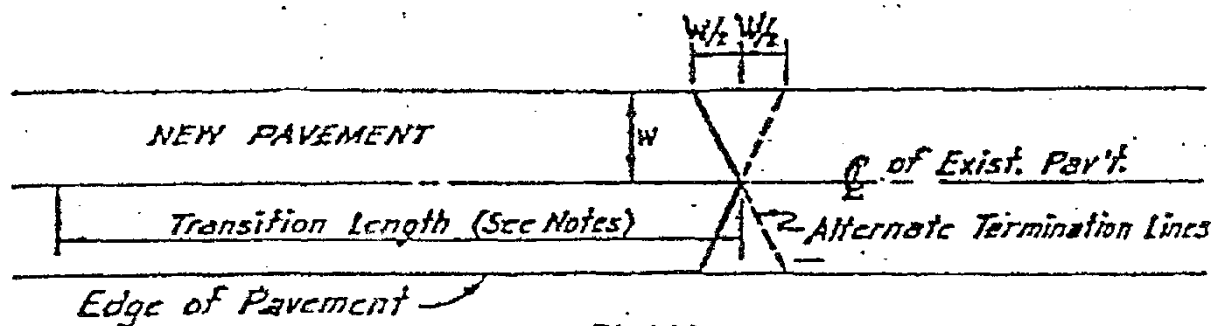
The Fire, Police and Postal Authorities for the areas concerned in this contract shall be notified in advance of the beginning of construction of the proposed schedule and shall be kept appraised of progress of the work in order to coordinate and maintain sufficient Fire and Police protection and Postal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

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

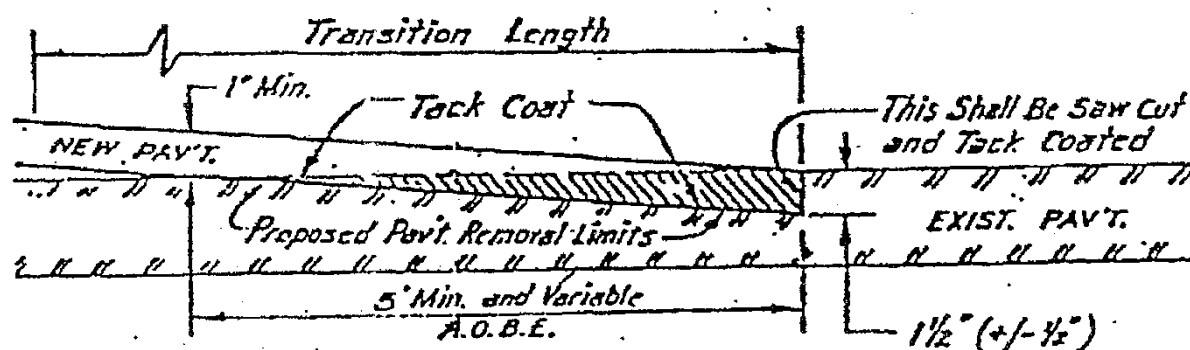
J. "BUTT" JOINTS FOR ASPHALT CONCRETE TRANSITIONS

Butt Joints will be required on the main line at the junction of the new and existing pavements, at major intersections or A.O.B.E. to provide a smooth riding pavement transition. "BUTT" JOINTS FOR ASPHALT CONCRETE TRANSITIONS

The following sketch shall be used as a guideline for constructing the transitions:



PLAN
NO SCALE



SECTION
NO SCALE

NOTES: The length of transition will be determined by existing gradients, depth of new asphalt courses and A.O.B.E. Areas that are over excavated or rough cut shall be brought up to "Proposed Pavement Removal Limits" with an acceptable leveling course. Tack coats shall meet the requirements of Subsection 702-3401.

When cement concrete finished pavement is to be resurfaced with asphalt concrete, the Contractor may prefer to remove pavement to its full depth within the joint slot area to construct the "Butt" joint. This area will be regraded and the pavement replaced with Asphalt Concrete in a manner acceptable to the Engineer.

Payment for excavation, disposal, sawing pavement, tack coats and regrading subbase courses within the slotted areas shall be included in the prices bid for the various asphalt concrete items in the Contract.

K. DRIVEWAYS AND ENTRANCES

Driveways and entrances will be re-established where ordered by the Engineer with material in the Contract matching as near as possible the original construction or as shown on the plans or as ordered by the Engineer. These materials will be paid for under the appropriate contract items.

Driveways and Entrances beyond the right-of-way will be re-established upon request of the abutting property owner affected, in accordance with Section 118, Sub.Paragraph 6 of the Highway Law.

L. REMOVAL OF EXISTING PAVEMENT, DRIVEWAYS AND SIDEWALKS

Where existing concrete or bituminous pavement, sidewalk and driveway courses are to be removed, they shall be saw cut to prevent irregular breakage and removed in such a way that the edge of the adjoining course to remain will be straight and cleanly cut.

Care should be used to prevent damage to underground facilities. The breaking up of existing pavement by means of dropping a heavy weight, known as a "head buster" or pavement breaker, will NOT be permitted.

All costs incidental to such work shall be included in the price bid for those items which require this procedure.

M. GUIDE RAIL

The Contractor's attention is directed to the fact that the practice of erecting guide rail, mall barrier and median barrier on their respective posts overnight and on weekends and holidays without completely bolting the beam splices will not be permitted. All rail and barrier in place during these times shall be structurally complete.

N. DRUG AND ALCOHOL PROGRAM

The Contractor will be required to comply with the drug and alcohol program as set forth under Federal Law CFR, Title 49, Part 40 and 382. Therefore, the Contractor must complete the "Acknowledgement of Drug and Alcohol Testing Program Compliance" form (DA-1) included herein and submit it with the bid.

O. Every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course.

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 employee is first listed.

Proof of completion may include but not limited to:

- copies of bona fide course completion card;
- training roster, attendance record of other documentation from the certified trainer pending issuance of the card.

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

Any questions regarding the statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

P. SPDES GENERAL PERMIT COMPLIANCE

The Contractor shall not cause or contribute to the Erie County Department of Public Works, Division of Highways (“Division”) violating any of the terms, conditions, or requirements of the New York State Pollutant Discharge Elimination System (“SPDES”) General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (“MS4s”), Permit No. GP-0-08-002, as amended or revised (“SPDES MS4 Permit”) and the Contractor shall not violate any of the terms, conditions, or requirements of the SPDES General Permit for Stormwater Discharges from Construction Activity, Permit No. GP-0-08-001, as amended or revised (“SPDES Construction Permit”).

1. *Illicit Discharge Prohibition.* In accordance with the terms of the SPDES MS4 Permit, the Contractor shall not discharge or allow to be discharged any materials other than stormwater into the municipal separate storm sewer system, which shall be deemed to include any roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm sewers, any of the foregoing of which are owned or operated by a publicly funded entity, including a City, Town, Village, or County in New York State; are designed or used for collecting or conveying stormwater; are not a combined sewer; and are not part of a Publicly Owned Treatment Works, as defined at 40 CFR § 122.2, except as provided in the SPDES MS4 Permit. In addition, the Contractor shall not cause or contribute to a violation of an applicable water quality standard.
2. *SWPPP Requirement.* In accordance with the terms of the SPDES Construction Permit, if the work to be performed in accordance with this Itemized Proposal, Special Provisions, and Contract (“Contract”) disturbs one (1) acre or more of land, or less than one acre that is part of a larger common plan of development or sale disturbing one (1) acre or more of land in the aggregate (“Land Disturbance Activity”), then the Stormwater Pollution Prevention Plan (“SWPPP”) prepared for the project by a professional engineer or landscape architect licensed in the State of New York shall be attached to this Contract.
3. *Contractor and Subcontractor Certification.* The Contractor shall sign and date a copy of the following certification statement before undertaking any Land Disturbance Activity and shall ensure that any subcontractor who will be involved in soil disturbance and/or stormwater management practice installation shall also sign such certification statement: “I hereby certify that I understand and agree to comply with the terms and conditions of the Stormwater Pollution Prevention Plan and agree to implement any corrective actions identified by the qualified inspector during a site inspection. I also understand that the owner or operator must comply with the terms and conditions of the New York State Pollutant Discharge Elimination System (“SPDES”) general permit for stormwater discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Furthermore, I understand that certifying false, incorrect or inaccurate information is a violation of the referenced permit and the laws of the State of New York and could subject me to criminal, civil and/or administrative proceedings.” Such certification statement shall include the name and title of the individual providing the signature, the address and telephone number of the Contractor or subcontractor, the address (or other identifying description) of the construction site, and the date the certification is made. A copy of all such certification statements shall be attached to and become a part the SWPPP.

CONSTRUCTION

SCHEDULE

SAMPLE

SAMPLE

CONTRACT NO.:
ERIE COUNTY

CONTRACTOR:

SUPERINTENDENT:
DATE:

*	OPERATION	YEAR					
		MON	MON	MON	MON	MON	MON
1	SURVEY	5	5	5	5	5	5
2	CONSTRUCTION SIGNS	50	20				
3	CLOSE ROAD/BRIDGE		100				
4	CLEARING & GRUBBING			75	25		
5	EXCAVATION					30	30
6	REMOVE SUPERSTRUCTURE					10	70
7	REMOVE SUBSTRUCTURE						25
8	PILES						10
9	FOOTINGS						5
10							
18	ASPHALT PAVE. - BASE						75
19	ASPHALT PAVE. - BINDER						50
20	ASPHALT PAVE. - TOP						

[illegible]

* SEE ATTACHED DESCRIPTION OF TASKS FOR EACH OPERATION

DESCRIPTION OF OPERATION TASKS

Project Number

Project Title

Bid Date

Erie County

1) Survey

The staffing for this operation will range from a maximum of 3 workers to a minimum of one surveyor, with an average of 2 workers. The first operation will be to run the baseline, and from that he will run the centerline, then progress with the daily operations of the project.

2) Construction Signs

Construction signs will be installed the day after the award. A four-man crew will install these signs. Upon completion and acceptance of the project, the signs will be removed with a similar crew.

3) Clearing and Grubbing

Clearing and grubbing will be performed by a subcontractor. His crew will consist of an average of 2 workers. The subcontractor will start as soon as the award is granted. All work will be done under the direction of the general contractor.

...

18) Asphalt Pavement Base

Base pavement will be installed as soon as subbase is fine graded. The operation will begin on the northbound lanes(s) from sta.____ to sta.____. The operation will be continuous until completed, and then repeated for the southbound lane(s). The duration for the operation, per lane(s) will be approximately ____ days/weeks.

...Continue describing operations as applicable.

THE ERIE COUNTY WORKFORCE DEVELOPMENT AND DIVERSIFICATION
NEW YORK STATE CERTIFIED WORKER TRAINING PROGRAM

1. County of Erie Local Law No. 3-2018

COUNTY OF ERIE
LOCAL LAW INTRO NO. 3 – 2018
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.

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.
- 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.
 - 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.

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:

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. 2-2006

**RULES AND REGULATIONS ADOPTED BY THE
ERIE COUNTY COMMISSIONER OF PUBLIC WORKS
PROMULGATED FOR LOCAL LAW 2-2006 AND STILL BEING USED FOR THE PURPOSES OF:
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. 2-2006, "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 2-2006

"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
 - 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.

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

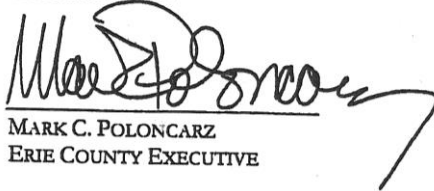
WHEREAS, through the enforcement of current state and federal laws that ban unequal pay for equal work, Erie County can help ameliorate the many negative consequences of pay inequality, thereby improving the lives of those who might otherwise be underpaid, strengthening families and protecting children, 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 28th day of October, in the year two thousand fourteen.

COUNTY OF ERIE
BY: 
MARK C. POLONCARZ
ERIE COUNTY EXECUTIVE

**LOCALLY ADMINISTERED FEDERAL AID
CONTRACT REQUIREMENTS**

**CHAPTER 12, APPENDIX 12-1
CHAPTER 4, APPENDIX A-1**

APPENDIX 12-1

CONSTRUCTION CONTRACT REQUIREMENTS

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (FHWA Section 1273 X)

A. The prospective bidder certifies to the best of its knowledge and belief that they and their Principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for a commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the Bidder is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING (FHWA 1273 Section XI)

A. The prospective bidder certifies, by signing and submitting this bid or proposal, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. The prospective bidder also agrees by submitting his/her bid or proposal that he/she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that such subrecipients shall certify and disclose accordingly.

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

FALSE CLAIMS CERTIFICATION (31 USC §3729, NYS Finance Law Article 13)

Under the Federal False Claims Act, 31 U.S. Code §3729, any person or entity who knowingly presents, or causes to be presented to the Federal Government, a false or fraudulent claim for payment or approval is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, plus three times the amount of damages the Government sustains.

Under the New York State False Claims Act, NYS Finance Law Article 13, any person or entity who knowingly presents or causes to be presented to the State of New York or Local Governments within the State of New York, a false or fraudulent claim for payment or approval is liable to the Government for a civil penalty of not less than \$6,000 and not more than \$12,000, plus three times the amount of damages the Government sustains.

“Knowingly” is defined as (1) actual knowledge; (2) acting in deliberate ignorance of the truth or falsity of information; or (3) acting in reckless disregard of the truth or falsity of information. No proof of specific intent to defraud is required.

The Contractor to whom the above-identified contract is to be awarded does hereby certify to the New York State Department of Transportation that it understands the prohibitions under the Federal and New York State False Claims acts and that it has not and will not submit or cause to be submitted any fraudulent claims in the submission of this bid or in connection with the above-identified contract. The Contractor further certifies that it understands retaliatory actions against employees and officers who initiate a *qui tam* (public) action on behalf of the government or cooperate in the investigation of a false claim are prohibited and are subject to an assessment of damages and penalties under the provisions of the Federal and New York State False Claims Acts.

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

**NON-COLLUSIVE BIDDING CERTIFICATION
(NYS Finance Law §139-d and General Municipal Law §103-d)**

1. By submission of this bid:

(a) Each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award, nor shall any award be made where (a)(1)(2) and (3) above have not been complied with; provided, however, that if in any case, the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons, therefore. Where (a)(1)(2) and (3) above have not been complied with, the bid shall not be considered for award, nor shall any award be made unless the head of the purchasing unit of the state, public department, or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised pricelists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any bid hereafter made to the state or any public department, agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to have included the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation."

**STATE NON-COLLUSIVE BIDDING CERTIFICATIONS MUST BE INCLUDED IN EVERY BID
PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL
SPECIFICATIONS ARE USED.**

NON-COLLUSIVE BIDDING CERTIFICATION (2 CFR 1200)

"By submission of this bid, the Bidder does hereby tender to the Owner this sworn statement pursuant to Section 1128 of Title 23, U. S. Code-Highways and does hereby certify, in conformance with said Section 112 of Title 23, U. S. Code-Highways that the said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract."

The signatory to the proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, his/her company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency,
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years,
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

EXCEPTIONS: The Contractor should list any relevant information, attaching additional sheets to the proposal if necessary. (Exceptions will not necessarily result in disapproval but will be considered in determining responsibility. For any exception noted, the Contractor should indicate to whom it applies, the initiating agency, and the dates of actions. Providing false information may result in criminal prosecution or administrative sanctions).

FEDERAL NON-COLLUSIVE BIDDING CERTIFICATION MUST BE INCLUDED IN EVERY BID PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.

**REPORTING VIOLATIONS OF NON-COLLUSIVE BIDDING PROCEDURES,
MISCONDUCT OR OTHER PROHIBITED CONTRACT ACTIVITIES**

**US DEPARTMENT OF TRANSPORTATION
OFFICE OF INSPECTOR GENERAL - FRAUD, WASTE & ABUSE HOTLINE**

The U.S. Department of Transportation (USDOT) Office of Inspector General (OIG) maintains a Hotline for receiving allegations of fraud, waste, abuse, or mismanagement in USDOT programs or operations. Persons with knowledge of bid collusion (i.e., contractors, suppliers, work persons, etc.), or other questionable contract-related practices (inadequate materials, poor workmanship, theft of materials, etc.), are encouraged to report such activities by calling the Hotline at 1-800-424-9071, emailing hotline@oig.dot.gov, or writing to the USDOT Inspector General, 1200 New Jersey Ave SE, West Bldg. 7th Floor, Washington, DC 20590. Allegations may be reported 24 hours a day, seven days a week by DOT employees, contractors, or the general public.

NEW YORK STATE OFFICE OF THE INSPECTOR GENERAL HOTLINE

The New York State Office of the Inspector General maintains a Hotline for receiving allegations of governmental misconduct. Reports of New York State governmental misconduct may be made in strict confidence to the Toll-Free 24-hour Statewide HOTLINE at 1-800-DO RIGHT (1-800-367-4448), the online complaint form at www.ig.ny.gov or in writing to the New York State Office of the Inspector General, Empire State Plaza, Agency Building 2 - 16th Floor, Albany, New York 12223.

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

GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION

The Contractor shall follow the requirements of NYSDOT Standard Specification §102-11 *Equal Employment Opportunity Requirements*. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, which is the county or counties in which the work is located, are as follows:

GOALS FOR PARTICIPATION OF MINORITIES					
COUNTY	%	COUNTY	%	COUNTY	%
Albany	3.2	Herkimer	2.1	Richmond	Table
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	Kings	Table	St. Lawrence	2.5
Bronx	Table	Lewis	2.5	Saratoga	3.2
Cattaraugus	6.3	Livingston	5.3	Schenectady	3.2
Cayuga	2.5	Madison	3.8	Schoharie	2.6
Chautauqua	6.3	Monroe	5.3	Schuyler	1.2
Chemung	2.2	Montgomery	3.2	Seneca	5.9
Chenango	1.2	Nassau	5.8	Steuben	1.2
Clinton	2.6	New York	Table	Suffolk	5.8
Columbia	2.6	Niagara	7.7	Sullivan	17.0
Cortland	2.5	Oneida	2.1	Tioga	1.1
Delaware	1.2	Onondaga	3.8	Tompkins	1.2
Dutchess	6.4	Ontario	5.3	Ulster	17.0
Erie	7.7	Orange	17.0	Warren	2.6
Essex	2.6	Orleans	5.3	Washington	2.6
Franklin	2.5	Oswego	3.8	Wayne	5.3
Fulton	2.6	Otsego	1.2	Westchester	22.6
Genesee	5.9	Putnam	22.6	Wyoming	6.3
Greene	2.6	Queens	Table	Yates	5.9
Hamilton	2.6	Rensselaer	3.2		

(45 FR 65976 – 10/3/1980)

GOALS FOR PARTICIPATION OF MINORITIES BRONX, KINGS, NEW YORK, QUEENS, AND RICHMOND COUNTIES			
Electricians	9.0 to 10.2	Bricklayers	13.4 to 15.5
Carpenters	27.6 to 32.0	Asbestos workers	22.8 to 28.0
Steam fitters	12.2 to 13.5	Roofers	6.3 to 7.5
Metal lathers	24.6 to 25.6	Iron workers (ornamental)	22.4 to 23.0
Painters	26.0 to 28.6	Cement masons	23.0 to 27.0
Operating engineers	25.6 to 26.0	Glaziers	16.0 to 20.0
Plumbers	12.0 to 14.5	Plasterers	15.8 to 18.0
Iron workers (structural)	25.9 to 32.0	Teamsters	22.0 to 22.5
Elevator constructors	5.5 to 6.5	Boilermakers	13.0 to 15.5
		All others	16.4 to 17.5

(43 FR 14888 – 4/7/1978)

GOAL FOR PARTICIPATION OF WOMEN

The goal for the participation of women is 6.9%.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted). If the Contractor performs construction work outside of New York State, it shall apply the goals established for the covered area where the work is actually performed.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e). The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally

classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S.

Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO

program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and

women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification

to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals

(even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities:

The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

- b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this

contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the

contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on

a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred

during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

- (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is used in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an

authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprourement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at

<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original

handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension

of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they

perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in

the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of

lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist,

harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any

violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section. * \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of

whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate,

threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring

leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the

contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29

CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be

performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may

direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier

participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective

participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly

enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that

all such recipients shall certify and disclose accordingly.

directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on

which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SPECIAL SPECIFICATIONS

SPECIAL SPECIFICATIONS

GENERAL

The plans, specifications and other documents enumerated or contained herein shall form part of the contract, and the provisions thereof shall be as binding upon the parties hereto as if they were fully set forth herein.

This project shall be constructed in conformance with the New York State Department of Transportation, Office of Engineering **STANDARD SPECIFICATIONS**, dated September 1, 2024 including any addendums.

SPECIAL SPECIFICATIONS

Item Number	Description
209.11010024	Temporary Catch Basin Insert (CBI)
603.99450005	Sump Pump and Gutter Drain Outlet to Storm Sewer
608.21000003	Cast Iron Embedded Detectable Warning Units
627.50140008	Cutting Pavement
663.25000010	Restoring Water Service Connections
680.8225XY10	Rectangular Rapid Flashing Beacon (RRFB) Assembly
690.0100NN05	Specialty Work

ITEM 209.11XXNN24 – TEMPORARY CATCH BASIN INSERT (CBI)

DESCRIPTION:

The work shall consist of furnishing, installing, maintaining (removing, disposal of debris and resetting), replacing (if needed), and disposing (at end of contract) a temporary catch basin insert at the locations indicated in and according to the contract documents, and as directed by the Engineer.

The work shall also consist of removing and storing an existing temporary catch basin insert prior to a catastrophic storm event (e.g., flooding), and reinstalling it after the event at the locations indicated in and according to the contract documents, and as directed by the Engineer.

Acronyms

CBI – Temporary Catch Basin Insert

Temporary removal, storage and reinstallation of temporary catch basin inserts does not include the cost of a new temporary catch basin insert.

MATERIALS:

The following sections of the standard specification shall apply:
Temporary Catch Basin Insert

713-21

CONSTRUCTION DETAILS

The following section of the standard specifications shall apply:
Soil Erosion and Sediment Control

209-3.01

with the following exceptions:

- Torn or punctured geotextile must be replaced (see Maintenance below)
- Sediment deposition removed from the CBI shall be disposed of in accordance with §107-10 E.

Installation: Install the CBI according to manufacturer's instructions.

Inspection: Using the most restrictive inspection criteria listed below, the Contractor shall inspect each CBI:

- daily,
- after a rainfall event of 0.5" or more per twenty-four (24) hour period,
- as per manufacturer's instructions, and
- as per the conditions of the Stormwater Pollution Prevention Plan (SWPPP) (if the contract includes one).

Maintenance: Maintenance shall include the following:

- Removal of all accumulated sediment and debris from the vicinity of the CBI after each rainfall event of 0.5" or more per twenty-four (24) hour period and prior to removal of the insert for maintenance.
- Removal of CBI according to manufacturer's instructions.

ITEM 209.11XXNN24 – TEMPORARY CATCH BASIN INSERT (CBI)

- Emptying the CBI when the CBI's containment area is more than one third (1/3) full or before the sediment/trash/debris reaches the overflow openings. The Contractor shall ensure that the CBI is not so full that removing it causes the geotextile to rip, tear or become non-functioning. CBIs damaged during sediment removal shall be replaced at the Contractor's expense. The Engineer will determine if a damaged CBI warrants replacement. Sediment and/or debris that has been released into the drainage structure shall be removed by the Contractor and disposed of as below.
 - Refer to the manufacturer's instructions for emptying and re-installing the CBI. Removal of trash, sediment and debris from the CBI shall be done in a manner that ensures no trash, sediment or debris will enter an unprotected drainage structure.
- Disposal of the removed sediment shall occur at an upland location away from all stormwater conveyances.
 - Trash shall be disposed of according to §107-10 E. of the standard specifications.
- If a CBI's fabric or strap is torn,
 - dispose of the sediment and debris contained within the unit according to this specification, and
 - replace the entire CBI. A CBI shall be replaced at no additional cost to the state.
- When CBI servicing results in a non-functioning or poorly functioning CBI, the CBI shall be replaced at no additional cost to the state. The Engineer will determine if a CBI is non-functioning or poorly functioning.
- CBIs shall be removed prior to winter shut down. Re-installation of the CBIs shall occur prior to ground disturbance or first thaw in the following spring, whichever occurs first, and according to manufacturer's instructions.

Emergency Removal, Storage and Reinstallation: Emergency removal, storage and reinstallation shall be performed in association with catastrophic events (e.g. storms and flooding) as follows:

- As directed in consideration of forecasted events (e.g. moderate or major flood warnings) in impacted urban or residential locations where flooding is likely to result in hazardous public conditions.
- Removal, storage, and reinstallation as specified and applicable under Maintenance above. This includes replacing any damaged, poorly functioning, or non-functioning CBI.
- CBIs removed for emergency flooding events shall be reinstalled prior to resuming construction.

CBIs shall be removed according to §209-3.01 and disposed of according to §107-01 E. after all soil disturbance areas have been fully stabilized with an established, permanent, and approved vegetative cover at a uniform density of eighty percent (80%).

METHOD OF MEASUREMENT

Temporary Catch Basin Insert. The work will be measured as the number of each CBI furnished, installed, maintained, replaced, and disposed.

Temporary Catch Basin Insert Emergency Removal and Reinstallation. The work will be measured as the number of each CBI removed, stored, and reinstalled.

ITEM 209.11XXNN24 – TEMPORARY CATCH BASIN INSERT (CBI)

BASIS OF PAYMENT

Temporary Catch Basin Insert. The unit price bid for each CBI furnished, installed, maintained, replaced, and disposed shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work.

Temporary Catch Basin Insert Emergency Removal and Reinstallation. The unit price bid for each CBI removed, stored, and reinstalled shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work.

Progress payments will be made at fifty percent (50%) of the unit price bid upon installation of each CBI. The remaining fifty percent (50%) will be paid after soil disturbance areas have been fully stabilized with an established, permanent, and approved vegetative cover at a uniform density of eighty percent (80%) and the CBI has been removed. No progress payments are offered for the emergency removal and reinstallation of CBI.

Payment will be made under:

Item Number	Description	Unit
209.11010024	Temporary Catch Basin Insert – Trash, Sediment, and Debris Removal	EA
209.11020024	Temporary Catch Basin Insert –Trash, Sediment and Debris Removal, plus Oil and Hydrocarbon Removal	EA
209.11030024	Oil and Hydrocarbon Absorbent Pouches for Temporary Catch Basin Insert	EA
209.11040024	Temporary Removal, Storage and Reinstallation of a Temporary Catch Basin Insert	EA

**ITEM 603.99450005 - SUMP PUMP AND GUTTER DRAIN OUTLET TO STORM
SEWER**

DESCRIPTION:

This work shall consist of furnishing and installing polyvinyl chloride pipe and concrete block for drainage in accordance with this specification and in conformity with the lines, grades and sections shown in the contract documents.

MATERIALS:

The polyvinyl chloride pipe, fittings and solvent content shall conform to the requirements of 706-15, PVC Plastic Drain Pipe System.

The concrete block shall conform to the requirements of 704-04, Concrete Block (Slope Paving).

CONSTRUCTION DETAILS:

The following provisions of Section 603 – Culverts and Storm drains shall apply for the installation of the pipe:

- 603-3.01 Excavation. Side limits to be measured from the exterior walls.
- 603.3.01 A & B Laying Pipe. General & Handling and assembly of pipe.
- 606.3-03 Bedding and Backfilling Pipe
- 606.3.04A Damaged Pipe and Repair. General

METHOD OF MEASUREMENT:

This work will be measured as the number of linear feet of pipe installed. Measurements will be made along the bottom center line of the horizontal section of pipe installed. No additional measurement will be made for the riser.

BASIS OF PAYMENT:

The unit price bid per linear foot shall include the cost of furnishing all labor, materials and equipment necessary to satisfactorily complete the work, including all excavation, pipe, pipe fittings, riser, solvent cement, concrete blocks and backfilling.

ITEM 608.21000003 - CAST IRON EMBEDDED DETECTABLE WARNING UNITS

DESCRIPTION

Section §608-1 of the Standard Specifications shall apply.

MATERIALS

Section §608-2.07 of the Standard Specification shall apply with the following modifications:

Embedded Detectable Warning Units 726-02

All embedded detectable warning units shall be cast iron. No other material will be accepted. Installation of detectable warning units shall be in accordance with manufacturer's recommendations. All detectable warning units shall have a natural finish color.

CONSTRUCTION DETAILS

Cast iron detectable warning units shall be installed in wet concrete as directed by the manufacturer. Follow all applicable manufacturer's requirements for environmental conditions, surface preparation, installation procedures, curing procedures, and materials compatibility.

METHOD OF MEASUREMENT

Section §608-4.07 of the Standard Specifications shall apply.

BASIS OF PAYMENT

The unit bid price per square yard shall include all labor, material, and equipment necessary to satisfactorily complete the work, including bedding material. No adjustment shall be made for concrete removed to accommodate embedded units.

Payment will be made under:

Item No.	Item	Pay Unit
608.21000003	Cast Iron Embedded Detectable Warning Units	Square Yard

ITEM 627.50140008 - CUTTING PAVEMENT

DESCRIPTION:

The contractor shall cut existing asphalt pavement, concrete pavement, asphalt surface course, or asphalt concrete overlay on concrete pavement at the locations indicated and detailed on the plans and as directed by the Engineer.

MATERIALS:

None specified.

CONSTRUCTION DETAILS:

Existing pavement and overlay shall be cut perpendicular to the roadway surface along neat lines, and to the depth indicated on the plans and typical sections, using appropriate equipment. After the pavement has been cut through, the Contractor may use pry bars, pneumatic tools or other methods, to pry loose the pavement to be removed from the pavement that is to remain. A pavement breaker may be used to break up the pavement to be removed after the pavement has been completely cut through and completely free from the pavement to remain.

When pavement cutting is called for in the Contract documents, if a neat vertical face with minimal shatter is obtained by performing an adjacent operation (such as milling) which eliminates the need to perform a separate pavement cutting operation, payment will be made for both the pavement cutting item and the item for the adjacent operation.

Any existing pavements and curbs not indicated to be removed that are damaged by the contractor's operations, shall be repaired at no additional cost to the State. Pavement cutting that the contractor chooses to do for his/her own convenience shall not receive any additional payment from the State.

METHOD OF MEASUREMENT:

The quantity to be measured will be the number of linear feet of pavement cutting satisfactorily completed.

BASIS OF PAYMENT:

The unit price bid per linear foot of pavement cutting shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work.

Payment for prying, breaking, removal and disposal of cut pavement shall be made through other appropriate items.

ITEM 663.25000010 - RESTORING WATER SERVICE CONNECTIONS

DESCRIPTION.

Under this item the Contractor will be required to remove sections of the existing water service where necessitated by the construction and to restore these water service connections where and as ordered by the Engineer.

This item includes only those water service connections which require new locations due to conflict with drainage lines or structures or due to excavation operations.

MATERIALS.

All material furnished and work performed shall meet all requirements of the Local Water District.

Pipe and appurtenances used in connections shall be of the same size and type and of a quality equal to or better than the line being restored.

CONSTRUCTION DETAILS.

Water service connections shall be maintained at all times unless permission is granted otherwise by the owner or by the Engineer. If service is allowed to be interrupted, it shall be held to a minimum and cause the least possible inconvenience to the consumer. Twenty-four (24) hour advance notice shall be given the Engineer and the affected user when interruption is necessary.

If any water service line is broken through carelessness on the part of the Contractor, it shall be replaced at his own expense.

METHOD OF MEASUREMENT.

The water service connections to be measured will be the number of water service connections restored in accordance with the Plans, Specifications, or orders of the Engineer and to the satisfaction of the Local Water District.

BASIS OF PAYMENT.

The price bid for this item shall cover the cost of all materials, labor, excavation, and incidentals necessary to complete the work.

ITEM 680.8225XY10 - RECTANGULAR RAPID FLASHING BEACON (RRFB)
ASSEMBLY

1.0 DESCRIPTION

This work shall consist of furnishing and installing a Rectangular Rapid Flashing Beacon (RRFB) assembly in accordance with the contract documents or as directed by the Engineer. All materials and labor required to provide a complete functioning system are to be included.

1.1 General Requirements

- 1.1.1 RRFB unit shall consist of two rapidly flashed, rectangular-shaped yellow indications with an LED-array-based light source. It shall be designed, located, and operated in accordance with the detailed requirements of the contract and as specified below.
- 1.1.2 Each RRFB shall conform to all provisions of the MUTCD.
- 1.1.3 Each RRFB shall be a complete assembly consisting of supporting structure (pole, breakaway transformer base, sign, cabinet, and solar panel supports), indications, signage, cabinet, solar panel, and electrical components (wiring, solid-state circuit boards, etc.).
- 1.1.4 Each RRFB shall be supplied with all required hardware to install assembly.
- 1.1.5 Each RRFB shall be ADA compliant.
- 1.1.6 Each RRFB shall be rated for 90 mph wind conditions.
- 1.1.7 All components shall be designed to operate under ambient temperature conditions from -30 to 165 °F.

1.2 Functional Requirements

- 1.2.1 The RRFB shall be normally dark, shall initiate operation only upon pedestrian actuation, and shall cease operation after a predetermined period of operation. The predetermined period of operation shall be based on the procedures provided in Section 4E.06 of the current MUTCD for the timing of pedestrian clearance times for pedestrian signals.
- 1.2.2 When actuated, all RRFB units associated with a given crosswalk shall simultaneously commence operation of their rapid-flashing indications within 120 milliseconds. All RRFB units associated with a given crosswalk shall simultaneously cease operation of their rapid-flashing indications within 120 milliseconds.
- 1.2.3 During activation, a small light, directed at and visible to pedestrians in the crosswalk, shall be installed integral to the RRFB to give confirmation that the RRFB is in

ITEM 680.8225XY10 - RECTANGULAR RAPID FLASHING BEACON (RRFB)
ASSEMBLY

operation. The pedestrian indication shall flash concurrently with one of the vehicle indications to give confirmation that the RRFB is in operation.

- 1.2.4 Upon actuation, the two or four yellow indications in each RRFB unit shall flash in a sequence of 75 cycles per minute. The left and right RRFB indications shall operate using the following sequence during each 800-millisecond cycle:

The RRFB indication on the left-hand side shall be illuminated for approximately 50 milliseconds.

Both RRFB indications shall be dark for approximately 50 milliseconds.

The RRFB indication on the right-hand side shall be illuminated for approximately 50 milliseconds.

Both RRFB indications shall be dark for approximately 50 milliseconds.

The RRFB indication on the left-hand side shall be illuminated for approximately 50 milliseconds.

Both RRFB indications shall be dark for approximately 50 milliseconds.

The RRFB indication on the right-hand side shall be illuminated for approximately 50 milliseconds.

Both RRFB indications shall be dark for approximately 50 milliseconds.

Both RRFB indications shall be illuminated for approximately 50 milliseconds.

Both RRFB indications shall be dark for approximately 50 milliseconds.

Both RRFB indications shall be illuminated for approximately 50 milliseconds.

Both RRFB indications shall be dark for approximately 250 milliseconds.

- 1.2.5 The flash rate of each individual RRFB indication, as applied over the full flashing sequence, shall not be between 5 and 30 flashes per second to avoid frequencies that might cause seizures in anyone viewing the activated RRFB.

- 1.2.6 The light intensity of the yellow indications during daytime conditions shall meet the minimum specifications for Class 1 yellow peak luminous intensity in the current Society of Automotive Engineers (SAE) Standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles).

ITEM 680.8225XY10 - RECTANGULAR RAPID FLASHING BEACON (RRFB)
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- 1.2.7 To minimize excessive glare, an automatic signal dimming device shall be used to reduce the brilliance of the RRFB indications during nighttime conditions.

2.0 MATERIALS

All provisions of §709-01, §715, §723, §724 and §730 shall apply except as detailed below:

2.1 Indicators:

- 2.1.1 Each RRFB facing shall consist of two rectangular-shaped yellow indications each with an LED-array-based light source. The size of each RRFB indication shall be at least 5 inches wide by at least 2 inches high and shall be aligned horizontally, with the longer dimension horizontal and with a minimum space between the two indications of at least 7 inches, measured from the nearest edge of one indication to the nearest edge of the other indication.
- 2.1.2 The outside edges of the RRFB indications, including any housings, shall not project beyond the outside edges of the signage of the RRFB.
- 2.1.3 Indicators shall be mounted in a housing constructed of durable, corrosion resistant, powder-coated aluminum with stainless steel fasteners.
- 2.1.4 Mounting hardware shall be stainless steel.
- 2.1.5 The indicator housing shall be located between and immediately adjacent to the bottom of the crossing warning sign and the top of the supplemental downward diagonal arrow plaque (or, in the case of a supplemental advance sign, the AHEAD or distance plaque).
- 2.1.6 All RRFB light bars shall be field adjustable to maximize the field of view on each vehicle approach.
- 2.1.7 Shall be rated for a minimum 15-year life span.

2.2 Radio Network Controller and Cabinet:

- 2.2.1 The local equipment controlling the components of the beacon assembly shall be housed in a lockable, weatherproof, vandal and tamper resistant NEMA 3R rated aluminum enclosure, intended for outdoor use, primarily to provide a degree of protection against corrosion, windblown dust and rain, splashing water, hose-directed water, and damage from ice formation.
- 2.2.2 The cabinet shall be mounted on the pole and a work pad shall be provided, in accordance with signal system details. Cabinet shall not intrude into sidewalk or obstruct the pedestrian push button.
- 2.2.3 The cabinet shall be mounted on the side of the pole away from approaching traffic at a height between 3.5 – 4.5 feet from the bottom of the cabinet to the ground. In unpaved areas a concrete work pad shall be installed in front of the cabinet door not to exceed 5 feet by 5 feet by 4 inches deep and shall abut the pole foundation.

ITEM 680.8225XY10 - RECTANGULAR RAPID FLASHING BEACON (RRFB)
ASSEMBLY

- 2.2.4 The cabinet shall be of sufficient size to house all required equipment.
- 2.2.5 Cabinet locking mechanisms shall meet NYSDOT standards currently used by the regional traffic signal groups. All keys to installed locking mechanisms shall be supplied to the Engineer upon acceptance of the work. The cabinet shall be secured with a Corbin lock and keyed as directed by the Regional Traffic Engineer for securing the cabinet door.
- 2.2.6 The controller shall be replaceable independently of other components.

2.3 Controls:

- 2.3.1 Controls shall include integrated constant current LED drivers with a minimum of two output channels for driving one or two assemblies.
- 2.3.2 Controls shall be completely programmable:
 - 2.3.2.1 To run for a user specified time period when activated via switch, button contact closure, or when triggered from an external sensor such as a wireless transmitter, radar detector, presence detector, or wireless walk through bollard with a compatible sensor output.
- 2.3.3 Controls shall be capable of being programmed for alternate flash rates and patterns with a minimum resolution of 0.25s per trigger action.
- 2.3.4 Controls shall seamlessly integrate with the wireless transceiver to form a network of connected devices.
- 2.3.5 Controls shall allow adjustable and programmable light intensity levels for the beacons. Intensity level programming shall allow for manual and automatic modes. Manual mode shall allow the light intensity to be configured for a constant output on every available intensity level. Automatic mode shall allow for automatic intensity adjustment based upon assembly's ambient light conditions. Assemblies shall have a minimum of two brightness intensities available, exclusive of any unlit condition.
- 2.3.6 Controls shall include data-logging capabilities with selectable interval from one minute to one day with at least a 60-day logging period.
- 2.3.7 Controls shall include an RS232 serial interface and ethernet interface for local programming. Controls may include USB cable interfaces for supplemental data connections.
- 2.3.8 Controls shall be locally programmable using software for Microsoft Windows 2007 or later or web based program.
- 2.3.9 The controller software shall allow programmable operation of the Assembly. Direct control of functions such as lighting controls shall be possible.

2.4 Transceiver:

- 2.4.1 Shall provide wireless communication between the assemblies to integrate the

ITEM 680.8225XY10 - RECTANGULAR RAPID FLASHING BEACON (RRFB)
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- pushbutton activation of indications.
- 2.4.2 Shall seamlessly integrate with the controller to ensure sequential activation of other radio-equipped devices in the system.
- 2.4.3 Shall synchronize the system components to activate the indications within 120 ms of one another and remain synchronized throughout the duration of the flash (timeout) cycle.
- 2.4.4 Shall include network-wide modification of sign controller settings and output durations using programmability from any networked transceiver without the use of additional equipment or software.
- 2.4.5 Shall be capable of operating as a parent (gateway) or child (node or repeater).
- 2.4.6 Shall be capable of providing site-survey data for verification of signal strength between network devices.
- 2.4.7 Shall operate on the license-free ISM band.
- 2.4.8 Radio control shall operate on an FCC approved 900 MHz frequency, hopping spread spectrum network with a normal operating range of ~1000 feet.
- 2.4.9 Shall operate from 3.3 to 15 VDC input.
- 2.4.10 Shall comply with 47 CFR Part 15.
- 2.4.11 Shall be replaceable independently of other components.
- 2.4.12 The product must be FCC certified to comply with all 47 CFR Part 15 Subpart B Emission requirements.

2.5 Emergency Shutoff:

- 2.5.1 One toggle-type power switch, for either the AC or solar power source, shall be provided for emergency shutoff at the local cabinet on the pole.

2.6 Power Supply:

- 2.6.1 The power supply shall be either solar or 120 VAC and meet all applicable codes.
- 2.6.2 With the exception of conduits run for service entrance cables as detailed in NFPA 70: National Electric Code, the assembly shall contain no externally mounted wiring or wiring conduits.
- 2.6.3 Autonomy with a fully charged battery shall be at least 30 days of continuous operation without charging at an ambient temperature of 70 °F with at least ten actuations per hour.
- 2.6.4 Battery:
 - 2.6.4.1 Shall have a nominal output voltage of 12 VDC and a capacity of 48 Ah at a C100 discharge rate.
 - 2.6.4.2 Shall be sealed and spill proof.
 - 2.6.4.3 Shall have terminals that accept screws or bolts for secure wiring connections.
 - 2.6.4.4 Shall be replaceable independently of other components.

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2.6.4.5 Shall be fused for short circuit protection.

2.7 Solar Power:

- 2.7.1 One solar array with a bracket for mounting to the top of the pole.
- 2.7.2 Flexible, liquid tight conduit shall be used from the solar panel to the weather head/pole cap or as instructed by the solar panel manufacturer's instructions.
- 2.7.3 The solar panel shall be affixed to an aluminum plate and bracket, adjustable at an angle of 45 – 60 degrees to facilitate adjustment for maximum solar collection and optimal battery strength.
- 2.7.4 The solar panel assembly (panel, plate and bracket) shall be secured to a pole cap mount, capable of 360-degree rotation, to facilitate adjustment for maximum solar collection and optimal battery strength.
- 2.7.5 The solar panel shall be capable of withstanding operating temperatures of -30 to 165 °F.
- 2.7.6 If an Accessible Pedestrian Signal (APS) system is called for in the contract documents, all provisions for the continuous operation of the APS will be accounted for in the solar power system.
- 2.7.7 Solar Charge Controller:**
 - 2.7.7.1 Shall automatically provide Low Voltage Disconnect (LVD) to protect diminished power batteries.
 - 2.7.7.2 Shall automatically provide Load-Reconnection once battery levels have been restored to an acceptable power level.
 - 2.7.7.3 Shall protect against and automatically recover from short circuits, overloads, reverse polarities, high temperatures, lightning and transient surges, and voltage spikes.
 - 2.7.7.4 Shall be independently replaceable of other control panel components.

2.8 Electrical Power:

- 2.8.1 The AC input terminals shall be equipped with a 210 J (joule) capacity power line surge suppressor. The suppressor shall have noise blanking capability.
- 2.8.2 Where required by the contract documents, or as required by the utility company, a meter shall be included.
- 2.8.3 All electrical components and wiring shall be approved to CSA or UL standards as applicable.
- 2.8.4 AC Power shall have electrical service disconnect.

2.9 Pole Shaft:

- 2.9.1 Shall be a standard 4.5-inch OD galvanized steel pole as per §724 with 4 bolt base plate with a 12.75-inch bolt circle.
- 2.9.2 Shall meet MUTCD height requirements.

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2.10 Pole Pedestal Base:

- 2.10.1 Shall conform to §723-15 and mount on a concrete foundation attached by four anchor 'J' bolts that are to be imbedded in a concrete foundation.
- 2.10.2 Shall meet or exceed AASHTO break-away requirements for traffic signal supports.

2.11 Pedestrian Push Buttons:

- 2.11.1 A piezo pushbutton shall be ADA compliant, and shall operate as normally open (n/o) circuit.

2.12 Static Signs:

- 2.12.1 All signs shall conform to the MUTCD and the NYS Supplement to the MUTCD.
- 2.12.2 All sign panels and plaques shall conform to the requirements of §645-2.02 of the NYS Standard Specifications.
- 2.12.3 Sign sheeting shall conform to the requirements in §645-2.02.
- 2.12.4 All sign assemblies shall use anti-vandal fasteners and tools to mount components to sign and sign to fixture.
- 2.12.5 Crossing sign assemblies shall consist of one of the following with the appropriate plaque: Pedestrian Crossing (W11-2), a School Crossing (S1-1), or a Trail Crossing (W11-15).
- 2.12.6 R10-25 shall be furnished, at least a size of 9 by 12 inches, to be mounted adjacent to and above each pedestrian pushbutton.

3.0 CONSTRUCTION DETAILS

- 3.1 All provisions of §645 and §680 shall apply except for all electrical wiring and as modified below.
- 3.2 Electrical and communication wires shall be run in separate conduits.
- 3.3 Prior to any fabrication or installation of any of the components of the Flashing Beacon Assembly, the Contractor shall submit detailed specifications, parts lists, manufacturer's cut sheets, instruction sheets, and wiring diagrams to the Engineer for approval at least 14 calendar days before installation.
- 3.4 The Contractor shall install and position the beacon assembly in such a manner as to optimize visibility for roadway traffic, and optimize incident light for the solar assembly, using the manufacturer's recommendations and instructions for installation.

ITEM 680.8225XY10 - RECTANGULAR RAPID FLASHING BEACON (RRFB)
ASSEMBLY

3.5 If the Engineer determines that the unit is not functioning properly, the Contractor shall secure the services of the manufacturer's representative for installation and testing.

3.6 Where new work is to meet existing infrastructure, the Contractor's methods shall provide for neat lines, to achieve a satisfactory installation.

4.0 METHOD OF MEASUREMENT

This work will be measured as the number of RRFB assemblies furnished and installed in accordance with the Contract Documents, or as directed by the Engineer.

5.0 BASIS OF PAYMENT

5.1 The unit price bid shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work, including the signs shown in the associated details.

5.2 Note:

X= 2 = two forward beacons,

4 = four beacons, two forward facing beacons, and two rearward facing beacons;

Y= 1 = AC powered (overhead supply),

2 = AC powered (underground supply),

3 = Solar powered

2 OR 4 - AMBER LED SIGNAL INDICATIONS

TOP VIEW

OVERHEAD ELECTRICAL (120V) SERVICE DETAIL OPTION

(SEE DETAIL ON SHEET 2 AND NOTE 9 ON SHEET 3)

SOLAR PANEL ENERGY SOURCE

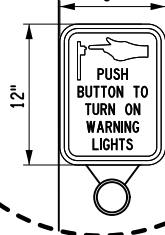
SOLAR PANEL DETAIL OPTION

W16-7P SUPPLEMENTAL SIGN (SEE NOTES 4 & 5 ON SHEET 3)

FOR ELECTRICAL (120V) SERVICE OPTIONS: METER PAN (SEE DETAIL ON SHEET 2 AND NOTE 9 ON SHEET 3)

FOR ELECTRICAL (120V) SERVICE OPTIONS: WATERTIGHT DISCONNECT BOX (SEE DETAIL ON SHEET 2 AND NOTE 9 ON SHEET 3)

ADA APPROVED PEDESTRIAN PUSHBUTTON WITH 9"X12" R10-25 R OR L PEDESTRIAN PUSH BUTTON SIGN.



GALVANIZED STEEL SIGNAL POLE (SEE NOTE 11 ON SHEET 3)

GROUND TERMINAL

BREAKAWAY TRANSFORMER BASE (SEE NOTE 11 ON SHEET 3)

POLE-MOUNTED RADIO NETWORK CONTROLLER WITH WORK PAD (SEE NOTE 8 ON SHEET 3)

(SEE NOTE 8 ON NYSDOT STANDARD SHEET 645-03)

GROUNDWIRE (SEE NOTE 10 ON SHEET 3)

NUMBER AND SIZE OF CONDUIT AS SPECIFIED ON THE PLANS

CONCRETE FOUNDATION (SEE NOTE 11 ON SHEET 3)

FRONT VIEW

SEE NOTES ON SHEET 3 OF 3

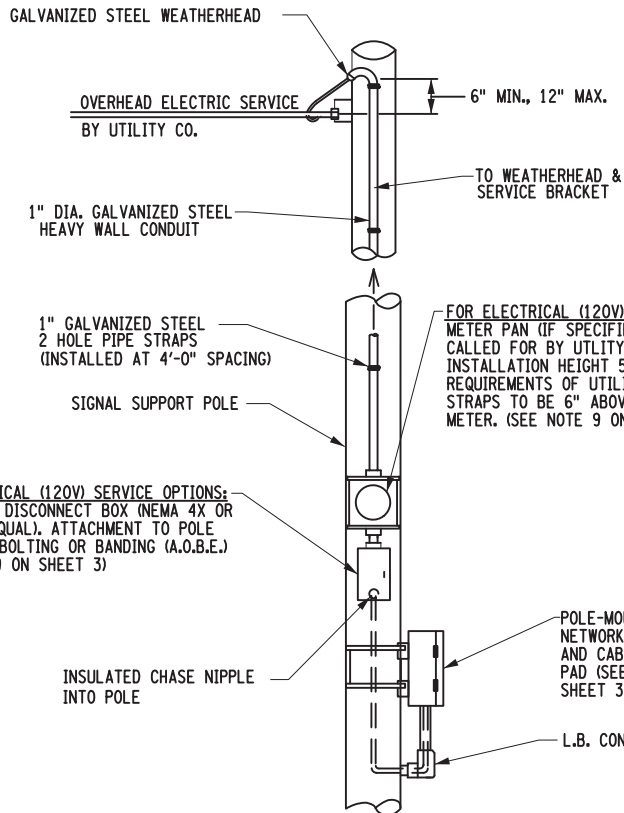
SHEET 1 OF 3

ALL DIMENSIONS ARE IN FT UNLESS OTHERWISE NOTED

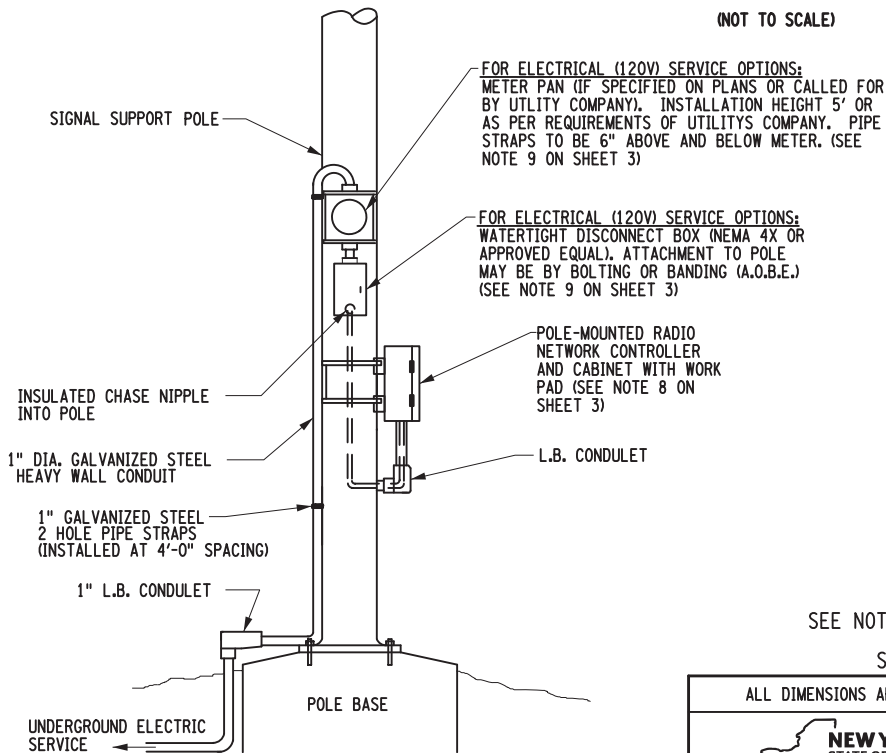


Department of Transportation

ITEM 680.8225XY10- RECTANGULAR RAPID FLASHING BEACON (RRFB) ASSEMBLY



**OVERHEAD ELECTRICAL SERVICE DETAIL
(POLE MOUNTED CABINET)**
(NOT TO SCALE)



**UNDERGROUND ELECTRICAL SERVICE DETAIL
(POLE MOUNTED CABINET)**
(NOT TO SCALE)

SEE NOTES ON SHEET 3 OF 3
SHEET 2 OF 3

ALL DIMENSIONS ARE IN FT UNLESS OTHERWISE NOTED



**Department of
Transportation**

ITEM 680.8225XY10- RECTANGULAR RAPID FLASHING
BEACON (RRFB) ASSEMBLY

FILE NAME = PED.X.SIGNAL.CPFG.V.2.DGN
DATE/TIME = 24-JUN-2018 14:36
USER = wdevies

NOTES:

1. NOTIFY DIG SAFELY - NEW YORK AT (800) 962-7962 PRIOR TO ANY EXCAVATION.
2. WIDTH OF SOLAR PANEL AND LED SIGNAL INDICATION ASSEMBLY SHALL NOT EXCEED THE WIDTH OF SIGN PANEL.
3. WHEN MULTIPLE UNITS ARE USED AT A LOCATION CONTRACTOR SHALL USE DIFFERENT RADIO FREQUENCIES TO AVOID COMMUNICATION ISSUES.
4. SEE CONTRACT DOCUMENTS FOR THE TYPE(S) AND LOCATION(S) OF PROPOSED RRFB ASSEMBLIES . IN THE ITEM NUMBER:

X INDICATES IF IT IS A FORWARD FACING ASSEMBLY ONLY OR FORWARD AND REARWARD FACING (BACK-TO-BACK) ASSEMBLY WHERE:

X=2 A FORWARD FACING ASSEMBLY CONSISTING OF 2 AMBER LED BEACON INDICATIONS WITH 1-W11-2 OR S1-1 OR W11-15 CROSSING SIGN AND 1-W16-7P SUPPLEMENTAL SIGN.

X=4 FOR A FORWARD AND REARWARD FACING (BACK-TO-BACK) ASSEMBLY CONSISTING OF 4 AMBER LED BEACON SIGNAL INDICATIONS (TWO FORWARD FACING AND TWO REARWARD FACING) WITH 2-W11-2 OR S1-1 OR W11-15 CROSSING SIGNS AND 2-W16-7P SUPPLEMENTAL SIGNS (ONE SET OF EACH FACING FORWARD AND REARWARD),

Y IS METHOD OF PROVIDING ELECTRICAL SERVICE WHERE:

Y=1 FOR OVERHEAD ELECTRICAL SERVICE

Y=2 FOR UNDERGROUND ELECTRICAL SERVICE.

Y=3 FOR SOLAR POWER

SEE DETAILS ON SHEET FOR ADDITIONAL REQUIREMENTS.

5. CROSSING SIGNS AND SUPPLEMENTAL PLAQUES SHALL UTILIZE FLUORESCENT YELLOW-GREEN TYPE IX SHEETING. SIGN AND PLAQUE SIZES SHALL CONFORM TO THE MUTCD. ALL SIGNS AND PLAQUES SHALL CONFORM TO THE MATERIAL REQUIREMENTS IN SECTION 645 OF THE STANDARD SPECIFICATIONS.
6. WHEN USED IN PAIRS/SET (SUCH AS ON BOTH TERMINUS POINT OF A CROSSWALK) ACTIVATION OF ONE SHALL ACTIVATE THE OTHER(S) IN THE SET/SYSTEM.
7. POLE PENETRATING MOUNTING DEVICES (RELATING TO LIGHTS, SIGNS, CABINETS, CONDUITS, CLAMPS, BUTTONS, ETC.) SHALL NOT SIGNIFICANTLY DEGRADE THE INTEGRITY OF THE SIGNAL POLE.
8. THE POLE-MOUNTED RADIO NETWORK CONTROLLER CABINET SHALL NOT INTRUDE INTO THE SIDEWALK AREA OR OBSTRUCT THE PEDESTRIAN PUSHBUTTON. THE CABINET SHALL BE MOUNTED ON THE SIDE OF THE POLE AWAY FROM APPROACHING TRAFFIC AT A HEIGHT BETWEEN 3.5-4.5 FROM THE BOTTOM OF THE CABINET TO THE FINISHED GROUND SURFACE. IN UNPAVED AREAS A CONCRETE WORK PAD SHALL BE CONSTRUCTED IN FRONT OF THE CABINET DOOR (AOBE) NOT TO EXCEED 5'X5'X4" DEEP AND SHALL ABUT AND BE FLUSH WITH THE POLE FOUNDATION. THE CABINET SHALL BE OF SUFFICIENT SIZE TO HOUSE ALL REQUIRED EQUIPMENT.
9. ELECTRICAL SERVICE MAY ALSO BE PROVIDED UNDERGROUND AND ENTER THROUGH THE BASE AS SPECIFIED ON THE PLANS. WHERE ELECTRICAL SERVICE IS PROVIDED OVERHEAD, THE POLE HEIGHT SHALL BE AS NECESSARY TO ACHIEVE MINIMUM SERVICE CABLE CLEARANCES AND/OR AVOID CONFLICTS. SEE DETAILS ON SHEET 1 & 2 FOR ADDITIONAL REQUIREMENTS.
10. SEE NOTES 3.6 & 3.7 ON STANDARD SHEET 680-04 FOR ADDITIONAL GROUNDING REQUIREMENTS.
11. THIS ASSEMBLY SHALL INCLUDE A GALVINIZED STEEL POLE WITH AN APPROVED BREAKAWAY TRANSFORMER BASE AND CONCRETE FOUNDATION MEETING ALL THE MATERIAL REQUIREMENTS OF STANDARD SPECIFICATION SECTION 680-2 AND BE SUITABLE TO HANDLE THE STATIC & DYNAMIC LOADING OF THE ASSEMBLY AS PER MANUFACTURER REQUIREMENTS. FOR FOUNDATION REINFORCEMENT, SEE STANDARD SHEET FOR TRAFFIC SIGNAL POLE FOUNDATIONS, CODE J-2.

SHEET 3 OF 3

ALL DIMENSIONS ARE IN FT UNLESS OTHERWISE NOTED



**Department of
Transportation**

ITEM 680.8225XY10- RECTANGULAR RAPID FLASHING
BEACON (RRFB) ASSEMBLY

FILE NAME = PED_X_SIGNAL_CPG_V.2.DGN
DATE/TIME = 29-JUN-2018 14:37
USER = wdavies

ITEM 690.0100NN05 - SPECIALTY WORK (GENERAL)
ITEM 690.0200NN05 - SPECIALTY WORK (PLUMBING AND GAS)
ITEM 690.0300NN05 - SPECIALTY WORK (HVAC)
ITEM 690.0400NN05 - SPECIALTY WORK (ELECTRICAL)

DESCRIPTION:

Under this item, the Contractor shall furnish all labor, equipment, and materials necessary for the construction, reconstruction, repair, or demolition of the facilities described in the contract documents, complete in accordance with the specifications and in a manner satisfactory to the Engineer.

This item is intended to separate each area of specialty work into its own payment unit. All specialty work required is to be included under this item, unless the general work has been included in a larger prime contract, in which case the payment for the general work will be made in accordance with the provisions stated in the prime contract documents.

MATERIALS:

All materials shall meet the requirements specified in the contract documents.

When materials substitutions are permitted, they shall be subject to review and approval by the Engineer and representatives of the owning and/or maintaining agency or agencies.

BASIS OF ACCEPTANCE:

Materials required to conform to established Department specifications shall be accepted in accordance with those specifications.

Materials which do not fall into the above category shall be accepted based on the manufacturer's certification that the material supplied meets the requirements stated in the contract documents.

The contractor shall supply the Engineer with catalog cuts for products which require his approval a minimum of two weeks prior to the proposed installation date.

All materials supplied shall bear the manufacturer's identifying markings in order to positively identify products approved for use.

CONSTRUCTION DETAILS:

Construction details shall conform to the requirements specified in the contract documents, the manufacturer's recommendations, and as ordered by the Engineer.

Any Contractor performing work on the project will be required to coordinate his/her operations with those of other Contractors to ensure orderly and timely progression of the work.

ITEM 690.0100NN05 - SPECIALTY WORK (GENERAL)
ITEM 690.0200NN05 - SPECIALTY WORK (PLUMBING AND GAS)
ITEM 690.0300NN05 - SPECIALTY WORK (HVAC)
ITEM 690.0400NN05 - SPECIALTY WORK (ELECTRICAL)

METHOD OF MEASUREMENT:

Payment will be made on a lump sum basis.

BASIS OF PAYMENT:

The lump sum price bid shall include the cost of furnishing all labor, equipment, and materials necessary to furnish, deliver, install, and prepare for placement into service, the facilities described in the contract documents.

Progress payments will be made, in proportion to the total amount bid, for work completed to the satisfaction of the Engineer. The Engineer shall have the right to revise this amount at any time to reflect his judgment of the value of the work performed in relation to the total work required.

Serialization shall be as described in the contract documents.

AGGREGATE SOURCES

Refer to NYSDOT Approved List Sources of Fine & Coarse Aggregates:
<https://www.dot.ny.gov/divisions/engineering/technical-services/materials-bureau/fine-coarse-aggregates>

WAGE RATES

PREVAILING WAGE RATES

Attention is directed to the statutory provisions governing the prevailing rates of wages for workmen, mechanics and laborers who are employed on this project.

Section 220 of the Labor Law as amended requires that the wages paid for a legal day's work shall be not less than the rate of wages plus the supplements prevailing at the time the work is performed, the current schedules of which are included in this proposal. Such amendments or supplements will be forwarded to the contractor.

The bidder shall take into account in his bid prices all changes in wage rates and supplements that may be forthcoming during the time the contract is in force.

The prime contractor must provide each subcontractor with a copy of the schedule of wages and supplements specified in the contract before the subcontractor's work is started.

The prime contractor must immediately obtain the subcontractor's certification (Attached-Page [WR 2](#)). Such certification must be maintained by the prime contractor until the final payment is requested.

If revised schedules of wages and supplements are issued, the prime contractor must provide each subcontractor with such revised schedules and obtain a revised subcontractor's certification.

The prime contractor must submit a labor affidavit (Attached-Page [WR 3](#) and [WR 3a](#)) in support of the payment of wages to its own employees.

The subcontractor's certification(s) and the prime contractor's affidavit must be submitted to the Deputy Commissioner's Office with the prime contractor's final payment request. Failure to obtain and provide the required certifications will delay the contractor's final payment.

PICC-1
County of Erie County
Office of the Comptroller

Public Improvement Contract Certification

Subcontractor Certification

1. I am an officer of _____
a subcontractor of 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 _____ 20____
before me personally came _____
to me known and known to me to be the person described in and who executed the foregoing instrument and
acknowledged that he executed the same.

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
2309 (c); Real Property Law, 311, 312)

PICC-2

County of Erie
Office of the Comptroller

Project Improvement Contract Certification

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 this project have been paid the prevailing wages 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.

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 subcontractors is certified upon information and belief.

Signature

Print Name

Title

ACKNOWLEDGEMENT:

STATE OF NEW YORK
COUNTY OF _____:SS.:

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

Notary Public

County

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Erie County

Amanda Stabell
375 Essjay Road
Suite 200
Williamsville NY 14221

Schedule Year 2024 through 2025
Date Requested 08/21/2024
PRC# 2024010686

Location Evans Town Park
Project ID# PIN 5757.49
Project Type Rehabilitation and reconstruction of asphalt pavement, widen shoulders, replacement of storm drainage system, utility relocation and pedestrian walkway.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2024 through June 2025. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

Wages and Supplements

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

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

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

Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

Amanda Stabell
375 Essjay Road
Suite 200
Williamsville NY 14221

Schedule Year 2024 through 2025
Date Requested 08/21/2024
PRC# 2024010686

Location Evans Town Park
Project ID# PIN 5757.49
Project Type Rehabilitation and reconstruction of asphalt pavement, widen shoulders, replacement of storm drainage system, utility relocation and pedestrian walkway.

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: \$ _____

Approximate Starting Date: ____/____/____

Approximate Completion Date: ____/____/____

Contract Type:

☐ (01) General Construction

☐ (02) Heating/Ventilation

☐ (03) Electrical

☐ (04) Plumbing

☐ (05) Other : _____

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

Social Security Numbers on Certified Payrolls:

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

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

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

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

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

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

Effective June 23, 2020

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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



Required Notice under Article 25-B of the Labor Law

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

The law says that you are an employee unless:

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

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

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

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

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

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

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

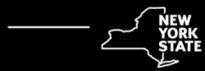
Penalties for paying workers off the books or improperly treating employees as independent contractors:

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

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

Employer Name:

IA 999 (09/16)



Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

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

Chapter 629 of
the Labor Laws
of 2007:

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



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

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

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

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

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

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

Erie County General Construction

Boilermaker

08/01/2024

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: 07/01/2024

Boilermaker \$ 36.10

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

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

08/01/2024

JOB DESCRIPTION Carpenter - Building

DISTRICT 12

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

Cattaraugus: Townships of Persia and Perrysburg

WAGES

Per hour: 07/01/2024

Building:

Carpenter \$ 34.73

FloorLayer 34.73

Certified Welder 35.73

Hazardous Waste Worker 36.23

Diver-Dry Day 35.73

Diver Tender 35.73

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
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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.

SUPPLEMENTAL BENEFITS

Per hour worked:

Carpenter(s)	\$ 29.15
Diver(s)	29.15

OVERTIME PAY

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

HOLIDAY

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

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

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
\$12.80	\$12.80	\$15.40	\$15.40

12-276B-Cat

Carpenter - Building / Heavy&Highway	08/01/2024
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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: 07/01/2024

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 26.55
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OVERTIME PAY

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

HOLIDAY

Paid: See (5) on HOLIDAY PAGE

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

Notes:

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

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour:

\$18.58	\$19.14	\$21.24	\$21.79
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2-42AtSS

Carpenter - Heavy&Highway

08/01/2024

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

Erie

WAGES

Per hour: 07/01/2024

Carpenter	\$ 41.19
Certified Welder	43.69
Diver-Dry Day	42.19
Diver-Wet Day**	66.19
Diver Tender	42.19
Hazardous Material Worker	43.69
Piledriver	41.19
Effluent & Slurry Diver-Dry Day	63.29
Effluent & Slurry Diver-Wet Day	99.29
Piledriver Welder	43.69

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

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

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

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Carpenter(s)	\$ 31.84
Diver(s)	31.84

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday. Employee must work scheduled workday before and after the Holiday.

REGISTERED APPRENTICES

Wages per hour:

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

Carpenter Apprentice:

1st	2nd	3rd	4th	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
\$ 19.56	\$ 20.19	\$ 22.36	\$ 22.99	\$ 23.62

12-276HH-Erie

Electrician

08/01/2024

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: 07/01/2024

Electrician* \$ 41.41

* Includes teledata work

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

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

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

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

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

SHIFT WORK

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

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

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

SUPPLEMENTAL BENEFITS

Per hour: \$ 32.37*

* 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

\$ 15.30 \$ 16.55 \$ 18.65 \$ 22.80 \$ 29.00 \$ 33.15

Supplemental benefits per hour:

0 to 2000 to 6500 to 8200

\$ 14.55* \$ 25.59* \$ 32.37*

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

Elevator Constructor

08/01/2024

JOB DESCRIPTION Elevator Constructor

DISTRICT 3

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2024
Elevator Constructor	\$ 59.82
Helper	41.87

SUPPLEMENTAL BENEFITS

Per hour:

\$ 37.89

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:

\$ 37.89

* 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.

3-14

Glazier

08/01/2024

JOB DESCRIPTION Glazier

DISTRICT 3

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2024
Glazier	\$ 31.68

Working off Suspended	
Scaffold (Swing Stage)	33.68
Maintenance	20.20*

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeymen Glazier	\$ 27.89
Maintenance	17.86

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE for Glazier and Glazier Apprentice
Paid: See (5, 6) on HOLIDAY PAGE for Maintenance
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 18.50	\$ 19.50	\$ 20.50	\$ 21.50	\$ 22.50	\$ 23.50	\$ 24.50	\$ 25.50

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**08/01/2024**

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:	07/01/2024
Heat & Frost Insulator	\$ 36.85

SUPPLEMENTAL BENEFITS

Per hour:	\$ 29.29
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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	\$ 8.96
2nd	12.54
3rd	29.29
4th	29.29

3-4

Ironworker**08/01/2024**

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:	07/01/2024
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Structural	\$ 35.49
Ornamental	35.49
Layout	35.49

Rodmen	35.49
Reinforcing	35.49
Welders	35.49
Riggers & Mach. Movers	35.49
Curtain Wall Erector	35.49
Window Erector	33.14
Fence Erector	34.06

SHIFT WORK

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

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Fence Erectors	\$ 31.16
All others	32.66

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

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

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 15.06	\$ 24.97	\$ 26.38	\$ 27.80

3-6

Ironworker

08/01/2024

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: 07/01/2024

Structural	\$ 34.75
Ornamental	34.75
Reinforcing	34.75
Rigger & Mach. Mover	34.75
Pre-Engineered	34.75
Fence Erector	34.75
Pre-Cast Erector	34.75
Welder	34.75
Window Erector	34.75

SHIFT WORK

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

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:
\$ 33.69

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

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

Supplemental benefits per hour:

1st term	\$ 13.28
2nd term	21.26
3rd term	22.40
4th term	23.54

3-9

Laborer - Building

08/01/2024

JOB DESCRIPTION Laborer - Building

DISTRICT 3

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

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

WAGES

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

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

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

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

CLASS E: Asbestos Removal, Deleader.

CLASS F: Hazardous Waste Worker.

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

Per hour: 07/01/2024

Building Laborer:

CLASS A	\$ 31.68
CLASS B	31.85
CLASS C	31.96
CLASS D	32.43
CLASS E	33.18
CLASS F	33.68

SUPPLEMENTAL BENEFITS

Per hour:
\$ 28.65

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:

\$ 28.65

3-210b

Laborer - Heavy&Highway

08/01/2024

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, Guniting, 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: 07/01/2024

Heavy/Highway Laborer:

GROUP A	\$ 36.16
GROUP B	36.36
GROUP C	36.56
GROUP D	36.76

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

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

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

Sewer/Water Laborer:

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

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

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

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

GROUP E: Utility pave driver, Laser operator.

GROUP F: Blaster.

Per hour: 07/01/2024

Sewer/Water Laborer:

GROUP A	\$ 36.16
GROUP B	36.26
GROUP C	36.31
GROUP D	36.41
GROUP E	36.76

GROUP F 37.16
For all Deleader & Asbestos work add \$1.50 to Group A rate.
For all Hazardous waste work add \$2.00 to Group A rate.

SHIFT WORK

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

SUPPLEMENTAL BENEFITS

Per hour:
\$ 29.65

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:

\$ 29.65

3-210h

Laborer - Tunnel

08/01/2024

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: 07/01/2024

Tunnel Laborer:

CLASS A \$ 37.66
CLASS B 37.81
CLASS C 37.91
CLASS D 38.41
CLASS E 38.51
CLASS F 38.91
CLASS G 39.16

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

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

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

SHIFT WORK

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

SUPPLEMENTAL BENEFITS

Per hour:

\$ 29.65

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:

\$ 29.65

3-210t

Lineman Electrician

08/01/2024

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

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

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

Crane Operators: Operation of any type of crane on line projects.
Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on line projects.
Digging Machine Operator: All other digging equipment and augering on line projects.

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

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

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

Per hour:	07/01/2024
Group A:	
Lineman, Technician	\$ 58.90
Crane, Crawler Backhoe	58.90
Welder, Cable Splicer	58.90
Group B:	
Digging Mach. Operator	53.01
Tractor Trailer Driver	50.07
Groundman, Truck Driver	47.12
Equipment Mechanic	47.12
Flagman	35.34

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

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

Group A:	
Lineman, Technician	\$ 58.90
Crane, Crawler Backhoe	58.90
Cable Splicer	64.79
Certified Welder, Pipe Type Cable	61.85

Group B:	
Digging Mach. Operator	53.01
Tractor Trailer Driver	50.07
Groundman, Truck Driver	47.12
Equipment Mechanic	47.12
Flagman	35.34

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

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

Group A:	
Lineman, Tech, Welder	\$ 60.22
Crane, Crawler Backhoe	60.22
Cable Splicer	66.24
Certified Welder, Pipe Type Cable	63.23

Group B:	
Digging Mach. Operator	54.20
Tractor Trailer Driver	51.19
Groundman, Truck Driver	48.18
Equipment Mechanic	48.18
Flagman	36.13

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

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

Group A:	
Lineman, Tech, Welder	\$ 61.41
Crane, Crawler Backhoe	61.41

Group B:	
Digging Mach. Operator	55.27
Tractor Trailer Driver	52.20
Groundman, Truck Driver	49.13
Equipment Mechanic	49.13
Flagman	36.85

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

SHIFT WORK

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

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

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2024

Group A	\$ 30.90
	*plus 7% of

	the hourly wage paid
Group B	\$ 26.90 *plus 7% of the hourly wage paid

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

OVERTIME PAY

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

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

HOLIDAY

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

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

\$ 26.90
*plus 7% of
the hourly
wage paid

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

6-1249a

Lineman Electrician - Teledata

08/01/2024

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

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

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

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

SHIFT WORK

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

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

SUPPLEMENTAL BENEFITS

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

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting

08/01/2024

JOB DESCRIPTION

Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

- Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.
- Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.
- Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

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

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

Per hour:	07/01/2024
Group A:	
Lineman, Technician	\$ 50.54
Crane, Crawler Backhoe	50.54
Certified Welder	53.07
Group B:	
Digging Machine	45.49
Tractor Trailer Driver	42.96
Groundman, Truck Driver	40.43
Equipment Mechanic	40.43
Flagman	30.32

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

SHIFT WORK

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:

07/01/2024

Group A \$ 30.90
 *plus 7% of
 the hourly
 wage paid

Group B \$ 26.90
 *plus 7% of
 the hourly
 wage paid

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

OVERTIME PAY

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

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

HOLIDAY

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

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

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

\$ 26.90
*plus 7% of
the hourly
wage paid

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

6-1249a-LT

Lineman Electrician - Tree Trimmer

08/01/2024

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

Per hour: 07/01/2024

Tree Trimmer	\$ 31.44
Equipment Operator	27.80
Equipment Mechanic	27.80
Truck Driver	23.15

Groundman	19.07
Flag person	15.00*

*NOTE-Rate effective on 01/01/2025 - \$15.50 due to minimum wage increase.

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2024

Journeyworker	\$ 10.48
	*plus 4.5% of the hourly wage paid

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

OVERTIME PAY

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

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

HOLIDAY

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

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

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

6-1249TT

Mason - Building

08/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara

PARTIAL COUNTIES

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

WAGES

Per hour:	07/01/2024	04/01/2025 Additional
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Plasterer	\$ 32.55	\$ 1.50
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Additional \$3.00/hr for work on swing stage over 20 feet.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 24.09

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following dollar amounts:
07/01/2024

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

Supplemental benefits per hour:

Hour terms at the following dollar amounts:

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

3-9-Pltr

Mason - Building**08/01/2024**

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: 07/01/2024

Building:

Bricklayer \$ 37.44

Stone Mason 37.44

Tuck Pointer 37.44

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 33.14

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
\$ 28.77	\$ 29.50	\$ 31.61	\$ 34.59

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 13.48	\$ 19.83	\$ 24.80	\$ 28.91

5-3B-Z3

Mason - Building / Heavy&Highway**08/01/2024**

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: 07/01/2024

Cement Mason \$ 33.10

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
\$ 19.86	\$ 21.52	\$ 23.17	\$ 24.83	\$ 26.48	\$ 28.14

Supplemental benefits per hour:

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

3-111Erie

Mason - Heavy&Highway

08/01/2024

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: 07/01/2024

Heavy & Highway:

Cement Mason \$ 37.88

Bricklayer 37.88

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 24.53

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	\$ 14.53
2nd term	\$ 23.57
3rd term	\$ 23.81
4th term	\$ 24.05

5-3h

Mason - Tile Finisher

08/01/2024

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: 07/01/2024

Building:
Marble, Slate, Terrazzo
and Tile Finisher \$ 34.71

SUPPLEMENTAL BENEFITS

Per hour: \$ 17.97

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
\$ 21.97	\$ 25.04	\$ 28.42

Supplemental benefits per hour:

1st	2nd	3rd
\$ 9.54	\$ 11.76	\$ 13.67

5-3TF - Z3

Mason - Tile Setter

08/01/2024

JOB DESCRIPTION Mason - Tile SetterDISTRICT 5

ENTIRE COUNTIES
Erie, Niagara, Orleans

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

WAGES

Per hour: 07/01/2024
Building:
Marble, Slate, Terrazzo
and Tile Setter \$ 37.85

SUPPLEMENTAL BENEFITS

Per hour: \$ 32.23

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
\$ 28.88	\$ 29.60	\$ 31.52	\$ 35.24

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 13.07	\$ 19.38	\$ 24.49	\$ 27.81

5-3TS - Z3

Millwright

08/01/2024

JOB DESCRIPTION Millwright

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

Per hour:	07/01/2024	07/01/2025
		Additional
Millwright - Power Generation	\$ 45.00	\$2.50*
* To be allocated at a later date.		

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

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

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker	\$ 27.95*
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*NOTE: Subject to OT premium

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

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

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

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

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

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.89
Appr. 2nd year	23.14
Appr. 3rd year	24.74
Appr. 4th year	26.35

6-1163Power

Millwright

08/01/2024

JOB DESCRIPTION Millwright

DISTRICT 12

ENTIRE COUNTIES

Erie, Genesee, Niagara

WAGES

Per hour:	07/01/2024
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Building	\$ 40.53
Heavy & Highway*	\$ 44.03

*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	\$ 31.49
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OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour worked:

1st	2nd	3rd	4th
\$11.89	\$ 25.61	\$ 27.57	\$ 29.53

12-1163-Gen/Nia/Orl/Wyo

Operating Engineer	08/01/2024
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JOB DESCRIPTION Operating Engineer

DISTRICT 12

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

PARTIAL COUNTIES

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

WAGES

	7/01/2024	01/01/2025
Per Hour:		

Concrete Pump	\$46.00	\$47.38
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ADDITIONAL:

Pumps from		
46-65 meters	\$3.00/HR	\$4.25/HR
Hazardous Work Site	\$2.50/HR	\$2.50/HR

SUPPLEMENTAL BENEFITS

Per Hour:	\$32.00*	\$33.10*
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PLEASE NOTE BELOW IN OVERTIME.

OVERTIME PAY

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

* \$1.90 of above benefit amount is for every hour paid.

* 07/01/2024 \$7.05 of above benefit amount is calculated at Same Premium

* 01/01/2025 \$7.30 of above benefit amount is calculated at Same Premium

HOLIDAY

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

12-17Pump

Operating Engineer - Building

08/01/2024

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 12

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

PARTIAL COUNTIES

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

WAGES

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

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

Operating Engineer- Building:

Per hour:	07/01/2024
Class A	\$ 43.00
Class B	38.34
Crane(Up to 60 Tons)	46.00
" (61 to 199 Tons)	47.00
" (200 to 399 Tons)	47.50
" (400 Tons or more)	48.00

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 \$ 34.35**

**Note: For Overtime Hours \$25.40 of this amount is paid a straight time, the remaining balance of \$8.95 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
\$ 32.40	\$ 33.32	\$ 34.24	\$ 35.16

Supplemental benefits Per Hour:

All Apprentices \$ 33.45**

**Note: For Overtime Hours \$25.40 of this amount to be paid a straight time rate remaining balance of \$8.05 is paid at same premium as the wage.

12-17b

Operating Engineer - Heavy&Highway

08/01/2024

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: 07/01/2024

Class 1	\$ 51.50
Class 2(A)	50.00
Class 2(B)	53.00
Class 3	44.45
Class 4	41.00

Hazardous/Toxic Waste based on EAP Levels

Additional:

Level A - \$2.50/Hr.

Level B - 2.00/Hr.

Level C - 1.00/Hr.

Level D - 0.50/Hr.

SUPPLEMENTAL BENEFITS

Per Hour Paid:

ALL CLASSES \$ 36.86

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

08/01/2024

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

PARTIAL COUNTIES

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

WAGES

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

CLASS B: Aggregate Bin, Aggregate Plant, Apprentice Engineer, Apprentice Engineer Driver, Articulated Off Road Material Hauler, CMI and similar type Concrete Spreads (Apprentice Engineer), Cement Bin, Chipping Machine and Chip Spreader, Compressors (4 or less), Compressors: any size, but subject to other provisions for Compressors, Dust Collectors, Generators, Mechanical Heaters, Pumps, Welding Machines (four of any type or combination), Concrete Mixer (1/2 cu. yd. and under), Fireman, Form Tamper, Fuel Truck, Heating Boiler (used for temporary heat), Helper on Lubrication Unit or Truck, Jeep Trencher, Power Heaterman, Power Plant in excess of 10 K.W., Pumps (4" or over), Revinus Widener, Steam Cleaner, Stump Chipping Machine, Welding Machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

Operating Engineer- Heavy & Highway, Sewer (includes cleaning, lining & rehab), Water & Tunnel

Per hour:	07/01/2024
Class A	\$ 43.39
Class B	38.89
Crane 5 to 60 tons	46.39
" 61 to 199 tons	46.89
" 200 to 399 tons	47.39
" 400 and over	47.89

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 \$ 35.96*

*Note: For Overtime Hours \$23.00 of the amount paid at straight time, the remaining balance of \$12.96 is paid at the same premium as the wage.

OVERTIME PAY

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

*Note: Overtime rate is 1.5X the wage rate plus \$9.68 or 2X the wage rate plus \$19.35

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Apprentices at 1 year terms

1st	2nd	3rd	4th
\$35.89	\$36.89	\$37.89	\$38.89

Supplemental Benefits

All Apprentices \$ 35.56*

*Note: For Overtime Hours \$23.00 of the amount paid at straight time, the remaining balance of \$12.56 is paid at same premium as the wage.

12-17 hh/sw/t

Operating Engineer - Survey Crew

08/01/2024

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.

07/01/2024

Party Chief	\$ 49.40
Instrument Person	46.62
Rod Person	32.52

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	\$ 30.80
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OVERTIME PAY

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

*Note: \$27.65 Only for "ALL" premium hours paid.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

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

07/01/2024

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

SUPPLEMENTAL BENEFITS per hour worked:

0-1000 Hrs	\$ 20.07/ PHP \$14.79
1001-2000 Hrs	22.85 / 17.01
2001-3000 Hrs	25.62 / 19.62

NOTE: PHP is premium hours paid when worked.

12-17D Sur

Operating Engineer - Survey Crew - Consulting Engineer

08/01/2024

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.

07/01/2024

Party Chief	\$ 48.90
Instrument Person	46.12
Rod Person	32.02

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 31.30
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OVERTIME PAY

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

*Note: \$24.75 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:

07/01/2024

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

SUPPLEMENTAL BENEFITS per hour worked:

0-1000	\$ 20.07 / PHP \$14.79
1001-2000	22.85/ " 17.01
2001-3000	25.62 / " 19.62

NOTE: PHP is premium hours paid

12-17D Con Eng

Painter

08/01/2024

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: 07/01/2024

Basic Rate (Brush & Roll)	\$ 31.37
Spray painting, wallcovering	31.37
Abrasive and hydroblasting	31.37
Taping/DryWall Finisher	32.86
Skeleton Steel*	32.12

* Skeleton Steel: No floors, walls or ceiling are constructed, including radio and television towers, flagpoles, smokestacks and cranes.

SUPPLEMENTAL BENEFITS

Per hour:

Basic Rate (Brush & Roll)	
Spray painting, wallcovering	
Abrasive and hydroblasting and	
Skeleton Steel	\$ 28.21
Taping/Drywall Finisher	\$ 27.82

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 wage:

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

Taper/Drywall Finisher: 750 hour terms at the following wage:

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

Supplemental benefits per hour:

Painter/Decorator and Taper/Drywall Finisher:

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

3-4-Buf, Nia, Olean

Painter

08/01/2024

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2024

Bridge	\$ 43.81
Tunnel	43.81
Tank*	41.81

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

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

SHIFT WORK

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

SUPPLEMENTAL BENEFITS

Per hour: \$ 31.39

OVERTIME PAY

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

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following wage:					
1st	2nd	3rd	4th	5th	6th
\$ 24.00	\$ 26.00	\$ 28.00	\$ 30.00	\$ 34.00	\$ 38.00

Supplemental benefits per hour:

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

3-4-Bridge, Tunnel, Tank

Painter - Metal Polisher	08/01/2024
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JOB DESCRIPTION Painter - Metal PolisherDISTRICT 8

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

WAGES

	07/01/2024
Metal Polisher	\$ 39.33
Metal Polisher*	40.43
Metal Polisher**	43.33

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2024
Journeyworker:	
All classification	\$ 12.79

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

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

07/01/2024

1st year	\$ 19.67
2nd year	21.63
3rd year	23.60

1st year*	\$ 22.06
2nd year*	22.07
3rd year*	24.14

1st year**	\$ 22.17
2nd year**	24.13
3rd year**	26.10

*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

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

8-8A/28A-MP

Plumber

08/01/2024

JOB DESCRIPTION Plumber

DISTRICT 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: 07/01/2024

Plumber	\$ 41.33
Steamfitter	\$ 41.33

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

SUPPLEMENTAL BENEFITS

Per hour:

\$ 29.91

Note - \$6.00 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:

\$ 24.99

Note - \$6.00 of this amount must be paid at the same premium as the wage.

3-22-P

Roofer	08/01/2024
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JOB DESCRIPTION Roofer

DISTRICT 3

ENTIRE COUNTIES

Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour: 07/01/2024

Asbestos Removal	\$ 37.96
Slate, Tile	35.11
Precast tile / slabs	35.11
Crete / gypsum planks	35.11
Damp and waterproofer	34.96
Composition, sprayers,	34.96
Asphalt mastic,	34.96
Steep roofers	34.96

SHIFT WORK

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: \$ 26.11

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
		\$ 10.96		\$ 15.14		\$ 15.39		\$ 23.22		\$ 23.94		\$ 24.66		\$ 25.39

3-74

Sheetmetal Worker	08/01/2024
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JOB DESCRIPTION Sheetmetal Worker

DISTRICT 3

ENTIRE COUNTIES

Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour: 07/01/2024

Sheet Metal Worker \$ 39.50

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.

SHIFT WORK

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

Shift Premium per hour:

Second Shift	\$ 3.25
Third Shift	\$ 5.00

Registered Apprentices

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply;
Shift Premium per hour:

Second Shift

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

Third Shift

1st term	\$ 2.25
2nd term	\$ 2.50
3rd term	\$ 2.75
4th term	\$ 3.50
5th term	\$ 4.00

SUPPLEMENTAL BENEFITS

Per hour:

\$ 29.18*

* Note - \$18.60 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	\$ 20.73
2nd term	25.37
3rd term	28.02
4th term	29.65
5th term	32.94

Supplemental benefits per hour:

1st term	\$ 17.78	Note - \$8.20 of this amount must be paid at the same premium as the wage.
2nd term	21.79	Note - \$12.21 of this amount must be paid at the same premium as the wage.
3rd term	26.84	Note - \$16.26 of this amount must be paid at the same premium as the wage.
4th term	27.18	Note - \$16.60 of this amount must be paid at the same premium as the wage.
5th term	27.84	Note - \$17.26 of this amount must be paid at the same premium as the wage.

3-71

Sprinkler Fitter

08/01/2024

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2024

Sprinkler \$ 42.00
Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$ 28.82

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 20.03	\$ 22.26	\$ 24.24	\$ 26.46	\$ 28.69	\$ 30.91	\$ 33.14	\$ 35.37	\$ 37.59	\$ 39.82

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 9.18	\$ 9.18	\$ 20.90	\$ 20.90	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15
									1-669

Teamster - Building / Heavy&Highway

08/01/2024

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: 07/01/2024

All GROUPS \$ 45.98

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

SHIFT WORK

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

SUPPLEMENTAL BENEFITS

Per hour:

\$ 17.05*

*Note - Only \$ 8.50 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

08/01/2024

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara

WAGES

Per hour: 07/01/2024

Dump Truck Operator* \$ 30.00

*Does not include Single Axle Dump Trucks (see Teamster Group 1).
*Does not include Off-highway Dump Trucks (see Teamster Groups 2-5).

SUPPLEMENTAL BENEFITS

Per hour: \$ 2.02

OVERTIME PAY

See (B, B2, Q) on OVERTIME PAGE

HOLIDAY

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

3-449d-DT

Welder	08/01/2024
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JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2024

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

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

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

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

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

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

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

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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

(29) Juneteenth

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

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

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

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

This Form Must Be Typed

Submitted By:

(Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

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

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

Telephone

Fax

E-Mail:

2. NY State Units (see Item 5).

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

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

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

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

Telephone

Fax

E-Mail:

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

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- ☐ 1. New Building
☐ 2. Addition to Existing Structure
☐ 3. Heavy and Highway Construction (New and Repair)
☐ 4. New Sewer or Waterline
☐ 5. Other New Construction (Explain)
☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
☐ 7. Demolition
☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

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

☐ Tunnel

☐ Residential

☐ Landscape Maintenance

☐ Elevator maintenance

☐ Exterminators, Fumigators

☐ Fire Safety Director, NYC Only

☐ Fuel Delivery

☐ Guards, Watchmen

☐ Janitors, Porters, Cleaners,
Elevator Operators

☐ Moving furniture and
equipment

☐ Trash and refuse removal

☐ Window cleaners

☐ Other (Describe)

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

10. Name and Title of Requester

Signature



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

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

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

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

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

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

For inquiries please call 518-457-5589.

NYSDOL Bureau of Public Work Debarment List 08/23/2024

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DOL		B&L RENOVATION CO.		618 OCEAN PARKWAY APT A6BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTI ON	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028

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DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DA		GIOVANNA TRAVAJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027

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DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028

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DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAQSOOD AHMAD		618 OCEAN PKWY BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028

NYSDOL Bureau of Public Work Debarment List 08/23/2024

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DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		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		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RD POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070 SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070 SYRACUSE 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

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DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026

NYSDOL Bureau of Public Work Debarment List 08/23/2024

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DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

"General Decision Number: NY20240008 07/12/2024

Superseded General Decision Number: NY20230008

State: New York

Construction Types: Heavy and Highway

Counties: Cattaraugus, Chautauqua and Erie Counties in New York.

HEAVY CONSTRUCTION PROJECTS: CHAUTAUQUA AND ERIE COUNTIES; AND
HIGHWAY CONSTRUCTION PROJECTS: CATTARAUGUS, CHAUTAUQUA AND
ERIE COUNTIES

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	03/08/2024
2	04/05/2024
3	05/31/2024
4	07/05/2024
5	07/12/2024

ASBE0004-001 05/01/2023

Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST
INSULATOR (include
application of all materials,
protective coverings,
coatings, and finishings to
all types of mechanical
systems).....\$ 36.10 27.94
HAZARDOUS MATERIAL HANDLER.....\$ 34.15 26.09

BOIL0007-001 01/01/2021

Rates	Fringes
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BOILERMAKER.....\$ 35.10	30.75
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BRNY0008-004 07/01/2022CHATAUQUA COUNTY AND CATTARAUGUS COUNTY (EXCLUDING TOWNSHIP OF
PERRYSBURG)

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 34.88	23.10
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BRNY0045-001 07/01/2020

ERIE, CATTARAUGUS (Towns of Perrysburg & Gowanda)

Rates	Fringes
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Bricklayer, Stonemason.....\$ 31.72	29.18
Cement mason.....\$ 31.72	29.18
MARBLE SETTER.....\$ 31.72	29.18
TERRAZZO FINISHER.....\$ 29.31	15.44
TILE FINISHER.....\$ 29.31	15.44
Tilesetter & Terrazzo Worker.....\$ 31.21	20.54

CARP0276-002 07/01/2022

CHAUTAUQUA; CATTARAUGUS (Remainder of County).

Rates	Fringes
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Carpenters:.....\$ 34.18	25.10
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FOOTNOTES:

- a. Paid Holidays: Independence Day and Labor Day, provided the employee works his scheduled day before and after the holiday and is on the payroll week in which the holiday falls.

CARP0276-013 07/01/2022

ERIE (Grand Island)

	Rates	Fringes
CARPENTER		
Heavy & Highway.....	\$ 37.44	30.79

FOOTNOTES:

a. PAID HOLIDAYS: Independence Day, Labor Day, provided the employee works his scheduled day before and after the holiday and is on the payroll in the payroll week in which the holiday falls.

CARP0276-021 07/01/2022

CATTARAUGUS (Townships of Persia and Perrysburg)

	Rates	Fringes
CARPENTER		
Heavy & Highway.....	\$ 34.18	25.10

FOOTNOTES:

a. PAID HOLIDAYS: Independence Day, Labor Day, provided the employee works his scheduled day before and after the holiday and is on the payroll in the payroll week in which the holiday falls.

ELEC0041-007 05/29/2023

ERIE, CATTARAUGUS (Ashford, East Otto, Ellicottville, Farmersville, Freedom, Franklinville, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 36.73	3%+22.29
ELECTRICIAN.....	\$ 39.99	32.74

* ELEC0041-008 05/29/2023

ERIE, CATTARAUGUS (Ashford, East Otto, Ellicottville, Farmersville, Freedom, Franklinville, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire Townships)

	Rates	Fringes
Communications System		
CABLER.....	\$ 14.20 **	14.02+a
INSTALLER.....	\$ 22.90	21.38+a
MASTER TECHNICIAN.....	\$ 31.46	21.63+a
SOUND WIREMAN.....	\$ 28.60	21.55+a

Work covers low voltage construction, installation,

maintenance, and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX fiber optic cable and equipment, railroad communications, micro waves, V-Sat, bypass, CATV, WAN (wide area networks); LAN (local area networks) and ISDN (integrated systems digital network). Also, installation of sound systems, nurses call systems, intercom systems, staff registry/locating/signaling systems, antenna systems and associated devices; installation of security systems and apparatus, and cabling from VDT's to computers. This work does not apply to new construction, or to the installation of raceway systems and boxes for the above work.

FOOTNOTE:

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day.

ELEC0106-002 01/01/2024

CHAUTAUQUA, CATTARAUGUS (Remainder of County)

	Rates	Fringes
CABLE SPLICER.....	\$ 35.75	20.68
ELECTRICIAN.....	\$ 42.50	27.23

ELEC1249-003 05/01/2023

	Rates	Fringes
ELECTRICIAN (LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL Including any and all Fiber Optic Cable necessary for Traffic Signal Systems, Traffic Monitoring systems and Road Weather information systems)		
Flagman.....	\$ 29.59	7%+35.40
Groundman (Truck Driver)....	\$ 39.46	7%+35.40
Groundman Truck Driver (tractor trailer unit).....	\$ 41.92	7%+35.40
Lineman & Technician.....	\$ 49.32	7%+35.40
Mechanic.....	\$ 39.46	7%+35.40

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

ELEC1249-004 05/01/2023

	Rates	Fringes
ELECTRICIAN (Line		

Construction)

Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :

Flagman.....	\$ 34.44	7%+35.40
Groundman digging machine operator.....	\$ 51.66	7%+35.40
Groundman truck driver (tractor trailer unit).....	\$ 48.79	7%+35.40
Groundman Truck driver.....	\$ 45.92	7%+35.40
Lineman and Technician.....	\$ 57.40	7%+38.40
Mechanic.....	\$ 45.92	7%+35.40

Substation:

Cable Splicer.....	\$ 63.14	7%+38.40
Flagman.....	\$ 34.44	7%+35.40
Ground man truck driver....	\$ 45.92	7%+35.40
Groundman digging machine operator.....	\$ 51.66	7%+35.40
Groundman truck driver (tractor trailer unit).....	\$ 48.79	7%+35.40
Lineman & Technician.....	\$ 57.40	7%+38.40
Mechanic.....	\$ 45.92	7%+35.40

Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation

Cable Splicer.....	\$ 64.59	7%+38.40
Flagman.....	\$ 35.23	7%+35.40
Groundman Digging Machine Operator.....	\$ 52.85	7%+35.40
Groundman Truck Driver (tractor-trailer unit).....	\$ 49.91	7%+35.40
Groundman Truck Driver.....	\$ 46.98	7%+35.40
Lineman & Technician.....	\$ 58.72	7%+38.40
Mechanic.....	\$ 46.98	7%+35.40

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

ELEC1249-008 01/01/2024

	Rates	Fringes
ELECTRICIAN (Line Construction)		
TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer.....	\$ 39.24	3%+5.70
Groundman.....	\$ 19.74	3%+5.70
Installer Repairman-Teledata		
Lineman/Technician-Equipment Operator.....	\$ 37.24	3%+5.70
Tree Trimmer.....	\$ 31.45	3%+10.48

a. New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

ELEV0014-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 59.82	37.885+a+b

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

* ENGI0017-012 07/01/2024

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 43.39	35.96+a
GROUP 2.....	\$ 38.89	35.96+a
GROUP 3.....	\$ 46.39	35.96+a
GROUP 4.....	\$ 46.89	35.96+a
GROUP 5.....	\$ 47.39	35.96+a
GROUP 6.....	\$ 47.89	35.96+a
GROUP 7.....	\$ 44.46	35.96+a

NOTE: HAZARDOUS WASTE PREMIUM	\$2.50
TUNNEL WORK	\$1.00

FOOTNOTES:

- a. PAID HOLIDAYS: A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day; Thanksgiving Day;

F-Christmas Day, provided the employee has worked the day before and the day after the holiday.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Air hoist, all boom type equipment (100 ft. or less), all pan and carry-alls, archer hoist, asphalt roller asphalt spreader or paver, automatic fine grade machine (CMI and similar type), archer hoist, backhoe and pull hoe (tractor mounted and rubber mounted), back filling machine, belt place (CMI and similar), bending machine (pipe), bituminous spreader and mixer, black top plant (automated), black top plant (non-automated), blast or rotary drill (truck or track mounted), blower for burning brush, boiler (when used for power), boom trucks, boring machine, bulldozer, cableway cage hoist, caisson auger, central mix plant (and all concrete batching plants), cherry picker (over 5 tons), cherry picker (under 5 tons), chipping machine and chip spreader, concrete curb and gutter machines, concrete curing machine, concrete mixer (over 1/2 cu. yd.) concrete pavement spreaders and finishers, concrete paver, concrete pump, concrete saw (self-propelled), conveyor, core drill, crane, crusher, derrick operator, 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 gunite machine, head tower, hoist-one drum, hoisting engine, hydraulic boom, hydraulic hammer, (self propelled), hydraulic pipe jack machine (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), locomotive, lubrication truck, maintenance engineer, maintenance lubrication unit or truck, mine hoist, mixr for stabilized base (self-propelled), monorail, motorized hydraulic pin puller, motorized hydraulic seeder mucking machine, mulching machine, multiple drum hoist (more than 1 drum in use), overhead crane, peine crane (or similar type), pile driver, plant engineer, pneumatic mixer, post hole digger, power boom, pump crete, push or snatch cat, quarry master or equivalent road widener, rock bit sharpener (all types), roller (all), rolling machin (pipe), rotomill, scoopmobile, shovel, side boom, skimmer, slip form paver (CMI and similar type, first and second operator), snorkel, strato-tower, stump chipping machine, tire truck and repair, towed roller, tractor drawn belt type grader/loader, tractor shovel, tractor with towed accessories, tractors (when using winch power), tractors, trencher, truck crane, tunnel shovel, tube finisher (CMI and similar type), vibratory compactor, vibro tamp, well drilling machine, well point, winch, winch truck with ""A"" frame.

GROUP 2: Aggregate bin, CMI and similar type concrete spreads, 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), jeep trencher,

power heaterman, power plant in excess of 10 K.W., pump (4" or over), revinius widener, stem cleaner, stump chipping machine, welding machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

GROUP 3: Cranes 5 - 60 tons

GROUP 4: Cranes 61 - 199 tons

GROUP 5: Cranes 200 - 399 tons

GROUP 6: Cranes 400 tons & over

GROUP 7: Master mechanic

IRON0006-003 07/01/2022

	Rates	Fringes
Ironworker		
Fence Erectors.....	\$ 30.93	29.85
Structural, Ornamental, Reinforcing Steel,		
Welders, Riggers and Rodman.	\$ 32.36	31.35
Window Erectors.....	\$ 30.01	31.35

IRON0006-015 07/01/2022

	Rates	Fringes
IRONWORKER		
Ironworker.....	\$ 32.36	31.35
Sheeter.....	\$ 31.45	28.16

LAB00210-003 07/01/2022

	Rates	Fringes
LABORER		
ERIE COUNTY HEAVY & HIGHWAY		
GROUP 1.....	\$ 33.66	27.65
GROUP 2.....	\$ 33.86	27.65
GROUP 3.....	\$ 34.06	27.65
GROUP 4.....	\$ 34.26	27.65
ERIE COUNTY SEWER/WATER		
GROUP 1.....	\$ 33.66	27.65
GROUP 2.....	\$ 33.76	27.65
GROUP 3.....	\$ 33.81	27.65
GROUP 4.....	\$ 33.91	27.65
GROUP 5.....	\$ 34.26	27.65
GROUP 6.....	\$ 34.66	27.65
ERIE COUNTY TUNNEL		
GROUP 1.....	\$ 35.16	27.65
GROUP 2.....	\$ 35.31	27.65
GROUP 3.....	\$ 35.41	27.65
GROUP 4.....	\$ 35.91	27.65
GROUP 5.....	\$ 36.01	27.65
GROUP 6.....	\$ 36.41	27.65
GROUP 7.....	\$ 36.66	27.65

HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Laborers; flagmen; outboard and hand boats;
demolition worker; IBC barriers (except on structures);

guard rails;road markers

GROUP 2: Bull float; chain saw; concrete aggregate bin; concrete bootman; gin buggy; hand or machine vibrator; jackhammer; mason tender mortar mixer; pavement breaker; handlers of all steel mesh; small generators for laborers' tools; installation of bridge drainage pipe; pipelayers; vibrator type rollers; tamper; drill doctor; tail or screw operator on asphalt paver; water pump (2" and single diaphragm); nozzle (asphalt, gunnite, seeding and sandblasting); laborers on chain link fence erection; rock splitter and power unit; pusher type concrete saw and all other gas, electric, oil and air tool operators; wrecking laborers; laser man

GROUP 3: All rock or drilling machine operators (except quarry master and similar type); acetylene torch operator; asphalt raker; powderman; welder

GROUP 4: Blasters; curb & flat work form setters (except on structures); stone or granite curb setters

SEWER/WATER CLASSIFICATIONS

GROUP 1: General; flagman; top man; wreckers

GROUP 2: Foundation; rod carriers; plaster tender; scaffold bootman; pneumatic, gas, electric tool operator; jackhammer; chipping guns

GROUP 3: Mortar mixer over 8 feet in depth

GROUP 4: Pavement formsetter; steelburner; caisson; wagon drill operator; pipelayer; swing scaffold

GROUP 5: Utility pave driver; laser operator

GROUP 6: Blaster

TUNNEL CLASSIFICATIONS

GROUP 1: Mole nipper; powder handler; top laborer

GROUP 2: Air spade; jackhammer; pavement breaker

GROUP 3: Top bell

GROUP 4: Bottom bell; side or roofbelt driller; burners; trackmen; nippers; derailmen; hosemen; groutmen; gravelmen; form workers; movers & shaftmen; conveyormen

GROUP 5: Powder monkey

GROUP 6: Blasters; ironmen; welder; heading driller

GROUP 7: Piledriver; rigger

FOR HEAVY/HIGHWAY & TUNNEL: Additional \$1.00 added to base rate for all deleader & asbestos work. Additional \$2.00 added to base rate for all hazardous waste work.

LAB00621-001 07/01/2023

CATTARAUGUS COUNTY and Townships of French Creek, Clymer, Harmony, Busti, Kiantone, Carroll, Mina, Sherman, Ellicott, Poland, Jamestown, North Harmony, Gerry, Chautauqua, Ellington, Ellery, and Stockton in CHAUTAUQUA COUNTY

	Rates	Fringes
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Laborers:

HEAVY AND HIGHWAY

(ZONE I)

GROUP 1.....	\$ 30.65	26.23
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GROUP 2.....	\$ 31.05	26.23
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LABORER CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Flagman; outboard and hand boats; Bull float; Chain Saw; Concrete aggregate bin; Concrete boot; Gin Buggy; Hand or machine vibrator jack hammer; Mason tender; Mortar mixer; pavement breaker; Handler of all steel mesh; Small generator for laborer tools, installation of bridge drainage pipe; Pipe layers; Vibrator type rollers; Tamper drill doctor; Water pump operator (1-1/2" and single diaphragm); Nozzle (asphalt, gunite, seeding and sandblasting); Laborers on chain link fence erection; rock splitter and power unit; Pusher type concrete saw and all other gas, electric, oil and air tool operators; wrecking laborers.

GROUP 2: Blasters; Form setter; stone or granite curb setters; Designated asphalt rakers (not to include cold patch); tail or screw operator on asphalt paver. All rock or drilling machine operators (except quarry master and similar type); acetylene torch operators; powdermen.

LAB00621-002 07/01/2023

CHAUTAUQUA COUNTY (Townships of Ripley, Westfield, Portland, Pomfret, Dunkirk, Sheridan, Hanover, Villenova, Arkwright, Cherry Creek and Charlotte)

	Rates	Fringes
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Laborers:

CATTARAUGUS COUNTY AND

CHAUTAUQUA COUNTY

(Remaining Townships)

HEAVY AND HIGHWAY

GROUP 1.....	\$ 30.65	26.23
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GROUP 2.....	\$ 31.05	26.23
--------------	----------	-------

CHAUTAUQUA COUNTY

(Townships of Ripley,

Westfield, Portland,

Pomfret, Dunkirk,

Sheridan, Hanover,

Villenova, Arkwright,

Cherry Creek and

Charlotte) HEAVY AND

HIGHWAY CONSTRUCTION

GROUP 1.....	\$ 31.19	25.03
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GROUP 2.....	\$ 31.59	25.03
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For HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Flagmen, Outboard and Hand Boats, Demolition Worker, Nurseryman, IBC Barriers except on Structures, Guard Rail and Road Markers, Bull Float, Chain Saw, Concrete Aggregate Bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of All Steel Mesh, Small Generators for Laborers' tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Waterpump Operators (1 1/2" and single diaphragm), Nozzle (asphalt gunite, seeding and sand blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other gas, electric, oil and air tool operators, Wrecking Laborer, Laser Man.

GROUP 2: All Rock or Drilling Machine Operators (except quarry master and similar type), Acetylene Torch Operators and Asphalt Raker, Powderman, Blaster, Curb and Flat Work Form Setter not on structures, Stone or Granite curb setters, Stone Cutter.

For HEAVY & HIGHWAY CLASSIFICATIONS in CHAUTAUQUA COUNTY
(Remaining Townships)

GROUP 1: Flagman, Outboard and hand boats, Bull float, Chain Saw, Concrete aggregate bin, Concrete boot, Gin buggy, Hand or machine vibrator jack hammer, Mason tender, Mortar mixer, pavement breaker, handler of all steel mesh, Small generator for laborers' tools, installation of bridge drainage pipe; Pipe layers, Vibrator type rollers, Tamper drill doctor, Water pump operator (1 1/2" and single diaphragm), Nozzle (asphalt, gunite, seeding and sandblasting) Laborers on chain link fence erection, rock splitter and power unit, Pusher type concrete saw and all other gas, electric, oil and air tool operators, wrecking laborers.

GROUP 2: Blasters, Form setters, stone or granite curb setters; Designated asphalt rakers (not to include cold patch), tail or screw operator on asphalt paver. All rock or drilling machine operators (except quarry master and similar type), acetylene torch operators, powderman.

PAIN0004-001 05/01/2021

CHAUTAUQUA COUNTY (Townships of Awkwright, Dunkirk, Hanover, Pomfret, Portland, Sheridan, Villanova); CATTARAUGUS COUNTY (Townships of Ashford, Dayton, East Otto, Machias, Otto, Perrysburg, Persia, Yorkshire); ERIE COUNTY (Entire county, excluding area North of Whitehaven Road, Grand Island)

	Rates	Fringes
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Painters: (BUILDING
CONSTRUCTION)

ERIE COUNTY

BRUSH AND ROLLER.....	\$ 28.00	25.49
DRYWALL/TAPING.....	\$ 28.50	25.49
WALLCOVERING.....	\$ 26.45	24.94

Painters: (HEAVY & HIGHWAY
CONSTRUCTION)

CATTARAUGUS, CHAUTAUQUA & ERIE COUNTIES.....	\$ 38.50	28.40
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PAIN0004-004 05/01/2023ERIE COUNTY, (AREA NORTH OF WHITEHAVEN ROAD, GRAND ISLAND, NEW
YORK)

	Rates	Fringes
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Painters:

BUILDING CONSTRUCTION

Lead Abatement.....	\$ 25.43	19.51
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Painters.....	\$ 24.68	19.51
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Spraying, Paperhangers, Sand-Blasting, Swinging scaffold.....	\$ 24.93	19.51
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Tapers.....	\$ 25.18	19.51
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HEAVY & HIGHWAY
CONSTRUCTION

Bridge Painter.....	\$ 42.06	30.59
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PAIN0004-007 05/01/2023

	Rates	Fringes
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GLAZIER.....	\$ 30.48	26.34
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PAIN0004-008 05/01/2023CATTARAUGUS COUNTY - Townships of Leon, Conewango, Randolph,
South Valley, Napoli and New Albion;CHAUTAUQUA COUNTY - Townships of French Creek, Mina, Ripley,
Westfield, Sherman, Clymer, Chautauqua, North Harmony, Harmony,
Busti, Ellery, Stockton, Charlotte, Gerry, Ellicott, Jamestown,
Kiantone, Carroll, Poland, Ellington and Cherry Creek.

	Rates	Fringes
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Painters: (HEAVY & HIGHWAY
CONSTRUCTION)

Bridges.....	\$ 42.06	30.59
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PAIN0004-017 05/01/2023CATTARAUGUS COUNTY (Townships of Cold Spring, Elko, Mansfield,
Little Valley, Salamanca Indian Reservation, Red House,
Ellicottville, Great Valley, Carrolton, Franklinville,
Humphrey, Allegany, Freedom, Farmersville, Lyndon, Ishua,
Hinsdale, Olean and Portville)

	Rates	Fringes
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Painters: (HEAVY & HIGHWAY
CONSTRUCTION)

Bridges.....	\$ 42.06	30.59
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PLAS0009-001 04/01/2024

	Rates	Fringes
PLASTERER.....	\$ 32.55	24.09

PLAS0111-001 07/01/2023		

	Rates	Fringes
CEMENT FINISHER.....	\$ 32.55	31.47

PLUM0022-001 04/29/2024		

CATTARAUGUS- Townships of Perryburg, Dayton, Persia, Otto, Leon, and New Albion;

CHATAUQUA- Townships of Hanover, Sheridan, Dunkirk, Pomfret, Arkwright, Villanova, Portland, Stockton, Charlotte, Ripley and Westfield;

ERIE- All Townships in the County.

	Rates	Fringes
PLUMBER/PIPEFITTER		
ZONE 1.....	\$ 42.20	29.80
Steamfitter		
ZONE 1.....	\$ 42.20	29.80

PLUM0022-004 04/29/2024		

ZONE 2

CATTARAUGUS- Townships of Conewango, Napoli, East Otto, Mansfield, Little Valley, Randolph, South Valley, Colesprings, Salemanca, Ashford, Ellicottville, Great Valley, Carrollton, Yorkshire, Freedom, Farmersville Station, Machias, Lyndon, Franklinville, Humphrey, Ischua, Allegany, Hinsdale, Olean, Portville;

ZONE 1

CHAUTAUQUA - Townships of Cherry Creek, Ellington, Polland, Carroll, Gerry, Ellicott, Kiantone, Ellery, Busti, Harmony, North Harmony, Chautauqua, Sherman, Mina, French Creek, Clymer.

	Rates	Fringes
PLUMBER/PIPEFITTER		
ZONE 1.....	\$ 42.20	29.80
ZONE 2.....	\$ 42.20	29.80

ROOF0074-001 06/01/2024		

ERIE COUNTY

	Rates	Fringes
Roofers:		
Composition.....	\$ 34.96	26.03
Slate & Tile.....	\$ 35.11	26.03

ROOF0210-005 06/01/2010		

	Rates	Fringes
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ROOFER.....	\$ 23.65	11.99
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SFNY0669-001 01/01/2024

	Rates	Fringes
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SPRINKLER FITTER.....	\$ 42.73	27.05
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SHEE0071-001 05/27/2024

ERIE COUNTY:

	Rates	Fringes
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Sheet metal worker.....	\$ 39.50	29.18
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SHEE0112-001 07/01/2023

CATTARAUGUS AND CHAUTAUQUA COUNTIES:

	Rates	Fringes
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SHEET METAL WORKER.....	\$ 31.00	24.56
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TEAM0264-001 07/01/2023

CATTARAUGUS AND CHAUTAUQUA COUNTIES

	Rates	Fringes
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Truck drivers:

GROUP 1.....	\$ 44.29	16.32+a
GROUP 2.....	\$ 44.29	16.32+a

FOOTNOTE:

a. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided employee has worked the day before and the day after the holiday.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Pickups, panel trucks, flatboy material trucks (straight jobs), single-axle dump trucks, dumpsters, Tandems, batch trucks, mechanics semi trailers, low-boy trucks, asphalt distributor trucks, agitator, mixer trucks and dumpcrete type vehicles, truck mechanics, fuel trucks.

GROUP 2: Specialized earth moving equipment-euclid type or similar off-highway equipment, where not self-loaded, straddle (ross) carrier, self-contained concrete unit, off-highway tandem back-dump, twin engine equipment and double-hitched equipment where not self-loaded.

TEAM0449-002 07/01/2023

ERIE COUNTY

	Rates	Fringes
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Truck drivers: (Includes Single Axle Dump and Off-Highway Dump Trucks).....	\$ 44.48	8.16+a+b
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Work on a hazardous waste site then additional \$2.00 per

hour.

FOOTNOTE: a. Pension \$56.20 per day

b. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day provided the employee has worked the working day before and after the holiday

TEAM0449-005 06/01/2020

ERIE COUNTY

	Rates	Fringes
Truck drivers: (Dump Truck Only, Excludes Single Axle Dump and Off-Highway Dump Trucks).....	\$ 23.25	3.75+a

FOOTNOTE: a. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day provided the employee has worked the working day before and after the holiday

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

CONTRACTOR'S PAYMENT CERTIFICATION

DEPARTMENT OF PUBLIC WORKS
COUNTY OF ERIE
CONTRACTOR'S & SUBCONTRACTOR'S PAYMENT CERTIFICATION
TO THE COMPTROLLER OF THE COUNTY OF ERIE, NEW YORK

Pursuant to the PEDESTRIAN WALKWAY CONSTRUCTION, DRAINAGE IMPROVEMENTS, AND ROAD REHABILITATION OF LAKE SHORE ROAD (CR 111), 1.22 MI. work for FA-111-24, PIN 5757.49 shown on the attached payment request, I CERTIFY,

1. That the following constitute all the sub-contractors employed by me on this work during the period covered by this request:

NAME

ADDRESS

2. That the following constitute all claims for material and/or supplies used by me on this work, which are due and payable and have not been paid:

NAME

ADDRESS

AMOUNT

3. That the following constitute all laborers employed by me on this work who are unpaid and the amount due each:

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

ITEMIZED PROPOSAL



ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
PEDESTRIAN WALKWAY CONSTRUCTION, DRAINAGE IMPROVEMENTS,
AND ROAD REHABILITATION OF LAKE SHORE ROAD (CR 111) FA-111-24, PIN 5757.49
BID SUMMARY FORM

**Bids will not be accepted unless the bid package is downloaded directly from
www.erie.gov/dpw and contact information is captured.**

IP 1

ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT OF BID	
			DOLLARS	CENTS	DOLLARS	CENTS
201.06	1.0	FOR: <u>CLEARING AND GRUBBING</u> _____ Per LS				
203.02	2,292.0	FOR: <u>UNCLASSIFIED EXCAVATION AND DISPOSAL</u> _____ Per CY				
203.03	1,297.0	FOR: <u>EMBANKMENT IN PLACE</u> _____ Per CY				
203.07	3,317.0	FOR: <u>SELECT GRANULAR FILL</u> _____ Per CY				
203.1601	120.0	FOR: <u>APPLYING WATER</u> _____ Per PDD				
206.0201	5,858.0	FOR: <u>TRENCH AND CULVERT EXCAVATION</u> _____ Per CY				



ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
PEDESTRIAN WALKWAY CONSTRUCTION, DRAINAGE IMPROVEMENTS,
AND ROAD REHABILITATION OF LAKE SHORE ROAD (CR 111) FA-111-24, PIN 5757.49
BID SUMMARY FORM

**Bids will not be accepted unless the bid package is downloaded directly from
www.erie.gov/dpw and contact information is captured.**

IP 2

ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT OF BID	
			DOLLARS	CENTS	DOLLARS	CENTS
206.03	26.0	FOR: CONDUIT EXCAVATION AND BACKFILL INCLUDING SURFACE RESTORATION _____ Per LF				
207.24	7,561.0	FOR: GEOTEXTILES STABILIZATION _____ Per SY				
209.13	5,121.0	FOR: SILT FENCE- TEMPORARY _____ Per LF				
209.11010024	21.0	FOR: TEMPORARY CATCH BASIN INSERT - TRASH, SEDIMENT, AND DEBRIS REMOVAL _____ Per EA				
209.2301	645.0	FOR: SEDIMENT FILTER LOG-TEMPORARY, 12" _____ Per LF				



ERIE COUNTY DEPARTMENT OF PUBLIC WORKS

PEDESTRIAN WALKWAY CONSTRUCTION, DRAINAGE IMPROVEMENTS, AND ROAD REHABILITATION OF LAKE SHORE ROAD (CR 111) FA-111-24, PIN 5757.49 BID SUMMARY FORM

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ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT OF BID	
			DOLLARS	CENTS	DOLLARS	CENTS
304.12	1,301.0	FOR: SUBBASE COURSE, TYPE 2 _____ Per CY				
404.0973	1,167.10	FOR: 9.5 F3 TOP COURSE ASPHALT, 70 SERIES COMPACTION _____ Per TON				
404.1979	1,945.10	FOR: 19 F9 BINDER COURSE ASPHALT, 70 SERIES COMPACTION _____ Per TON				
404.3779	389.60	FOR: 37.5 F9 BASE COURSE ASPHALT, 70 SERIES COMPACTION _____ Per TON				
407.0102	2,367.0	FOR: DILUTED TACK COAT _____ Per GAL				
418.7603	5,031.0	FOR: ASPHALT PAVEMENT JOINT ADHESIVE _____ Per LF				



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			DOLLARS	CENTS	DOLLARS	CENTS
603.9812	1,321.0	FOR: SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORMDRAIN 12 INCH DIAMETER _____ Per LF				
603.9818	462.0	FOR: SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORMDRAIN 18 INCH DIAMETER _____ Per LF				
603.9824	842.0	FOR: SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORMDRAIN 24 INCH DIAMETER _____ Per LF				
603.9830	2,585.0	FOR: SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORMDRAIN 30 INCH DIAMETER _____ Per LF				
603.99450005	462.0	FOR: SUMP PUMP AND GUTTER DRAIN OUTLET TO STORM SEWER _____ Per LF				



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			DOLLARS	CENTS	DOLLARS	CENTS
604.070501	16.0	FOR: <u>ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES</u> _____ Per EA				
604.300211	92.6	FOR: <u>RECTANGULAR DRAINAGE STRUCTURE TYPE B FOR #11 WELDED FRAME</u> _____ Per LF				
604.301911	64.6	FOR: <u>RECTANGULAR DRAINAGE STRUCTURE TYPE S FOR #11 WELDED FRAME</u> _____ Per LF				
604.4048	76.8	FOR: <u>ROUND PRECAST CONCRETE MANHOLE TYPE 48</u> _____ Per LF				
604.4060	9.1	FOR: <u>ROUND PRECAST CONCRETE MANHOLE TYPE 60</u> _____ Per LF				
604.4072	12.8	FOR: <u>ROUND PRECAST CONCRETE MANHOLE TYPE 72</u> _____ Per LF				



ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
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			DOLLARS	CENTS	DOLLARS	CENTS
604.500501	14.0	FOR: <u>SPECIAL DRAINAGE STRUCTURE</u> _____ Per LF				
606.10	107.0	FOR: <u>BOX BEAM GUIDE RAILING</u> _____ Per LF				
606.1203	2.0	FOR: <u>BOX BEAM END ASSEMBLY TYPE III</u> _____ Per EA				
608.0102	20.7	FOR: <u>ACCELERATED CURE SIDEWALKS AND DRIVEWAYS</u> _____ Per CY				
608.020102	304.4	FOR: <u>ASPHALT SIDEWALKS, DRIVEWAY AND BICYCLE PATHS, AND VEGETATION</u> <u>CONTROL STRIPS</u> _____ Per TON				



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			DOLLARS	CENTS	DOLLARS	CENTS
610.1605	4,282.0	FOR: <u>TURF ESTABLISHMENT - PERFORMANCE</u> _____ Per SY				
619.01	1.0	FOR: <u>BASIC WORK ZONE TRAFFIC CONTROL</u> _____ Per LS				
619.080102	4,992.0	FOR: <u>REMOVE PAVEMENT MARKING STRIPES, EPOXY PAINT</u> _____ Per LF				
619.0901	10,070.0	FOR: <u>TEMPORARY PAVEMENT MARKINGS STRIPES (TRAFFIC PAINT)</u> _____ Per EA				
619.110511	2.0	FOR: <u>PORTABLE VARIABLE MESSAGE SIGN (PVMS) STANDARD SIZE - FULL MATRIX (LED)</u> _____ Per EA				
619.27	4.0	FOR: <u>MAILBOXES</u> _____ Per EA				



ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
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			DOLLARS	CENTS	DOLLARS	CENTS
620.02	5.0	FOR: <u>STONE FILLING (FINE)</u> _____ Per EA				
623.12	1,690.0	FOR: <u>CRUSHED STONE (IN-PLACE MEASURE)</u> _____ Per CY				
625.01	1.0	FOR: <u>SURVEY OPERATIONS</u> _____ Per LS				
627.50140008	1,609.0	FOR: <u>CUTTING PAVEMENT</u> _____ Per LF				
637.11	8.0	FOR: <u>ENGINEER'S FIELD OFFICE - TYPE 1</u> _____ Per MO				
637. 34	1,000.0	FOR: <u>OFFICE TECHNOLOGY AND SUPPLIES</u> <u>One Dollar and Zero Cents</u> Per DC	\$1	00	\$1,000	00



ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
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BID SUMMARY FORM

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IP 10

ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT OF BID	
			DOLLARS	CENTS	DOLLARS	CENTS
645.5101	123.8	FOR: GROUND-MOUNTED SIGN PANELS WITHOUT Z-BARS _____ Per SF				
645.5102	130.0	FOR: GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF, WITH Z-BARS _____ Per SF				
645.81	56.0	FOR: TYPE A SIGN POSTS _____ Per EA				
647.61	32.0	FOR: REMOVE AND DISPOSE SIGNS, GROUND MOUNTED TYPE A SIGN SUPPORTS AND FOUNDATIONS- SIZE I (UNDER 30 SQUARE FEET) _____ Per EA				
655.1111	32.0	FOR: WELDED FRAME AND RETICULINE GRATE 11 _____ Per EA				
655.1202	13.0	FOR: MANHOLE FRAME AND COVER _____ Per EA				



ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
PEDESTRIAN WALKWAY CONSTRUCTION, DRAINAGE IMPROVEMENTS,
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IP 11

ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT OF BID	
			DOLLARS	CENTS	DOLLARS	CENTS
663.25000010	32.0	FOR: RESTORING WATER SERVICE CONNECTIONS				
		_____ Per EA				
663.2603	5.0	FOR: CURB STOP & CURB BOX, 3/4"				
		_____ Per EA				
663.31	1.0	FOR: RELOCATE EXISTING HYDRANT				
		_____ Per EA				
663.33	16.0	FOR: ADJUST EXISTING VALVE BOX ELEVATION				
		_____ Per EA				
663.35	12.0	FOR: ADJUST EXISTING CURB BOX ELEVATION				
		_____ Per EA				
670.2602	26.0	FOR: RIGID PLASTIC CONDUIT, 2"				
		_____ Per LF				
670.3001	2.0	FOR: PULLBOXES LESS THAN 5 CUBIC FEET, INSIDE VOLUME (LIGHTING)				
		_____ Per EA				



ERIE COUNTY DEPARTMENT OF PUBLIC WORKS

PEDESTRIAN WALKWAY CONSTRUCTION, DRAINAGE IMPROVEMENTS, AND ROAD REHABILITATION OF LAKE SHORE ROAD (CR 111) FA-111-24, PIN 5757.49 BID SUMMARY FORM

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			DOLLARS	CENTS	DOLLARS	CENTS
680.82254310	2.0	FOR: RECTANGULAR RAPID FLASHING BEACON (RRFB) ASSEMBLY - FOUR BEACONS, SOLAR POWERED _____ Per EA				
685.1102	13,249.0	FOR: WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES, 20 MILS _____ Per LF				
685.1202	12,512.0	FOR: YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES, 20 MILS _____ Per LF				
685.3104	6,158.0	FOR: WHITE EPOXY REFLECTORIZED PAVEMENT SPECIAL STRIPES - 20 MIL PORTABLE/HAND _____ Per LF				
685.3404	8.0	FOR: WHITE EPOXY REFLECTORIZED PAVEMENT SYMBOLS, 20 MIL PORTABLE/HAND APPLICATION _____ Per EA				
690.01000105	15.0	FOR: SPECIALTY WORK (GENERAL) _____ Per EA				
697.03	135,000.0	FOR: FIELD CHANGE PAYMENT One Dollar and Zero Cents _____ Per DC	\$1	00	\$135,000	00



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			DOLLARS	CENTS	DOLLARS	CENTS
698.04	1,000.0	FOR: ASPHALT PRICE ADJUSTMENT	\$1	00	\$1,000	00
		<div>One Dollar and Zero Cents</div> PerDC				
698.05	2,000.0	FOR: FUEL PRICE ADJUSTMENT	\$1	00	\$2,000	00
		<div>One Dollar and Zero Cents</div> PerDC				
		Subtotal	\$			
699.040001	1.0	FOR: MOBILIZATION				
		<div></div> PerLS				
Total or Gross Sum in Written Words			\$			

Notes:

Please make sure a bid is entered for each item.

In the event that there are discrepancies within the bid schedule, the written words will be the accepted value.

To the Commissioner of Public Works, Erie County, New York

In submitting this bid the undersigned declares that he is or they are the only person or persons interested in the said bid; that it is made without any connection with any person making another bid for the same contract, that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the County, or any person in the employ of the County is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

The undersigned also, hereby declares that he has or they have carefully examined the plans, specifications and form of contract, and that he has or they have personally inspected the actual location of the work together with the local sources of supply, has or have satisfied himself or themselves as to all the quantities and conditions, and understand that in signing this proposal he or they waive all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he is or they are to furnish and provide for the respective item price bid all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions to complete the improvement of the aforementioned highway in accordance with the plans and specifications for said improvement, which plans and specifications it is agreed are a part of this proposal, and to accept in full compensation therefore the amount of the summation of the products of the approximate quantities multiplied by the unit prices bid. This summation will hereinafter be referred to as the gross sum bid.

The undersigned further agrees to accept the aforesaid "unit bid" prices as compensation for any additions or deductions caused by variation in quantities due to more accurate measurement, or by any changes or alterations in the plans or specifications of the work, and for use in the computation of the value of the work performed for monthly estimates.

The undersigned further agrees that at any time during the progress of work the County adds, alters or omits portions of the work he shall so perform such work and accept compensation in accordance with the Standard Specifications.

Accompanying this proposal in cash, a draft or certified check for **\$150,000.00**. In case this proposal shall be accepted by the County of Erie, New York, and the undersigned shall fail to execute the contract and in all respects comply with the provisions of Section 38 of the Highway Law, as amended, the monies represented by such cash, draft or certified check shall be regarded as liquidated damages and shall be forfeited and become the property of the County of Erie, otherwise to be returned to the depositor in accordance with the provisions of said Section 38 of the Highway Law, as amended.

On acceptance of this proposal for said work the undersigned does or do hereby bind himself or themselves to enter into written contract within ten days of date of notice of award, with the said County of Erie and to comply in all respects with Subdivision 6 of Section 38 of the Highway Law, as amended, in relation to security for the faithful performance of the terms of said contract.

NON-COLLUSIVE BIDDING CERTIFICATION
(REQUIRED BY SECTION 103-d OF THE GENERAL MUNICIPAL LAW)

Section 103-d "Statement of non-collusion of bids and proposals to political subdivision of the state.

1. Every bid or proposal hereafter made to a subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule or regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.
 - a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
 - 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purposes of restricting competition.
 - b. A bid shall not be considered for award nor shall any award be made where "a" (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where "a" (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one "a".
2. Any bid hereafter made to any political subdivision of the state or any public department, agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation."

BY EXECUTING THIS PROPOSAL, THE CONTRACTOR AGREES TO:

- 1) perform all work listed in accordance with the Contract Documents at the unit prices bid;
- 2) all non-collusive bidding certifications required by Section 103-d of the General Municipal Law;
- 3) the affirmation of the Minority Business Enterprises Bidder's Certification;
- 4) certification of Specialty Items category selected, if contained in this proposal;
- 5) certification of any other clauses required by this proposal and contained herein.

Date_____ 20_____

Legal Name of Individual, Partnership, or
Corporation

By:_____
Signature and Title

Please Complete Information Requested Below

The address of the bidder is:

_____ Street
_____ City and State
_____ Telephone/Fax
_____ E-mail
_____ Federal Employer Tax I.D. Number

IF A CORPORATION

<u>Name</u>		<u>Address</u>
_____	President	_____
_____	Secretary	_____
_____	Treasurer	_____

IF A PARTNERSHIP

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____

**LOCAL LAW 2-2021 and
EXPERIENCE QUESTIONNAIRE**

LOCAL LAW INFORMATION FOR BIDDERS

Local Law 2-2021 is a law specific to Erie County concerning lowest responsible bidding requirements. This law became effective April 4, 2021. As a part of this the experience questionnaire has been change to New York State's Vendor Responsibility Questionnaire For-Profit Construction (CCA-2).

1. This form needs to be submitted in hard copy with the bid proposal on the date bids are due.
2. Erie County will not be using the New York State VendRep system for submittal of this questionnaire, hence the required hard copy.
3. The New York State Vendor Identification Number (NYS Vendor IDA) is not a requirement of the Erie County and therefore the information is not required to be filled out in the questionnaire.
4. Section I. Business Characteristics, Item 1.6 – Minority and Women Owned businesses must be Erie County Certified Minority and Women owned businesses. New York State small Business and Federally Certified Disadvantaged Business Enterprise do not apply to 100% funded Erie County projects i.e., Capital Projects.
5. Section VI. Certifications/Licenses, Item 6.1 – Disadvantage Business Enterprises are not a requirement for Erie County Capital Projects without federal Aid.
6. Section VII. Certifications/Licenses, Item 7.1 – Disadvantage Business Enterprises are not a requirement for Erie County Capital Projects without federal Aid.
7. Certification – Within the certification statement those discussions concerning government agencies are to include Erie County not just OSC and New York State government agencies.

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 2021 of the (County) _____ of Erie was duly passed by the Erie County Legislature on February 4, 2021, and was (approved)(not approved) (Name of Legislative Body) (repassed after disapproval) by the Eric County Executive (Elective Chief Executive Officer*) and was deemed duly adopted on March 1, 2021, 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) (Name of Legislative Body) (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) (Name of Legislative Body) (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: March 2, 2021

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

Instructions for New York State Vendor Responsibility Questionnaires

Although it is recommended that vendors complete their questionnaires online using the New York State VendRep System, the four (4) questionnaires found on the VendRep System are also available in paper format.

The questionnaires are intended to elicit information based on vendor type (For-Profit or Not-for-Profit) and activity (Construction or Non-Construction). Each vendor should select the questionnaire that most closely reflects its business characteristics or as directed by an agency's solicitation instructions. The available vendor questionnaires are:

- For-Profit
- For-Profit Construction
- Not-for-Profit
- Not-for-Profit Construction

Business Entities may print the PDF version of a questionnaire form and complete it manually or may select the MS Word version and complete the questionnaire on a computer. Completing the questionnaire in MS Word allows the questionnaire to be saved on the user's computer and updated in the event that the vendor's information changes.

The person(s) completing the vendor responsibility questionnaire must be knowledgeable about the vendor's business and operations. The certification at the end of each questionnaire must be completed by an owner or officer of the Business Entity and must be notarized to be complete.

Business Entities must answer every question contained in the selected questionnaire¹. Most questions require "Yes" or "No" answers and request additional information where necessary. 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. For paper submissions, responses that require additional information must include an attachment containing this information.

If the submitting Business Entity is a Joint Venture, one questionnaire must be submitted for the Joint Venture plus each Business Entity comprising the Joint Venture must also submit separate questionnaires.

¹ If the Business Entity uses a Social Security Number (SSN) as its identification number, providing the SSN on the questionnaire is optional. Individuals and Sole Proprietors may use an SSN but are encouraged to obtain and use an Employer Identification Number.

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 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 <div style="text-align: right;">ext.</div>	Fax	
		Website		
Authorized Contact for this Questionnaire				
Name		Telephone <div style="text-align: right;">ext.</div>	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)

I. BUSINESS CHARACTERISTICS			
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>			<input type="checkbox"/> Not Required
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 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>			<input type="checkbox"/> N/A
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
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Affiliate Address

Explain relationship with the affiliate 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 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
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Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture
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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.

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.

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:
(i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or
(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

<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:

<p>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:</p> <ul style="list-style-type: none"> • <u>Federal</u>, state or local health laws, rules or regulations; • <u>Federal</u>, state or local environmental laws, rules or regulations; • Unemployment insurance or workers compensation coverage or <u>claim</u> requirements; • Any labor law or regulation, which was deemed willful; • Employee Retirement Income Security Act (ERISA); • <u>Federal</u>, state or local human rights laws; • <u>Federal</u>, state or local security laws? 	<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:

<p>8.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>8.1 <u>Suspended</u>, <u>debarred</u> or <u>disqualified</u> from any <u>government contracting process</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>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?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:</p> <ul style="list-style-type: none"> (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 (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 	<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 Business Entity or any affiliate received any formal unsatisfactory performance assessment(s) from any government entity on any contract? ☐ Yes ☐ No

If "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 below or attach additional sheets with numbered responses.

9.1 Within the past five (5) years, has the Business Entity or any affiliate had any liquidated damages assessed over \$25,000? ☐ Yes ☐ No

If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, 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.

9.2 Within the past five (5) years, has the Business Entity or any affiliate had any liens, claims or judgments over \$25,000 filed against the Business Entity 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.) ☐ Yes ☐ No

If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the Lien holder or Claimants' name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.3 In the last seven (7) years, has the Business Entity or any affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending? ☐ Yes ☐ No

If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, 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.

9.4 What is the Business Entity's Bonding Capacity?

a. Single Project

b. Aggregate (All Projects)

9.5 List Business Entity's 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 Business Entity's 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 Business Entity's most recent annual financial statement and accompanying notes or complete Attachment C – Financial Information, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls.
(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).

☐ Yes ☐ No

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.

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:

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:							
1.	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	
2.	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	
3.	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	
4.	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	
5.	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:

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:							
6.	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	
7.	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	
8.	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	
9.	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	
10.	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:****Question 3.1: List all current uncompleted construction contracts:**

1.	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	
2.	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	
3.	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	
4.	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:****Question 3.1: List all current uncompleted construction contracts:**

5.	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	
6.	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	
7.	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	
8.	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:

Question 3.1: List all current uncompleted construction contracts:

9.	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
10.	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

Grand Total All Uncompleted Contracts	\$0.00
----------------------------------------------	---------------

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT C - FINANCIAL INFORMATION

NYS Vendor ID: _____

As of Date: _____

ASSETSCurrent 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			\$
12. Fixed Assets			
Land	\$	-	
Building and improvements	\$	-	

Leasehold improvements	\$	-	
Machinery and equipment	\$	-	
Automotive equipment	\$	-	
Office furniture and fixtures	\$	-	
Other (list) _____	\$	-	
	\$	-	
Total		\$	-
Less: Accumulated depreciation		\$	-
Total Fixed Assets - Net			\$

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) _____	\$	-	
	\$	-	
Total Other Assets			\$

14. TOTAL ASSETS \$

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			\$ -
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 NET WORTH			\$

New York State Vendor Responsibility

Definitions List

Administrative Proceeding

Any government entity proceeding in which a determination of the legal rights, duties or privileges of named parties thereto is required by law to be made only on a record and after an opportunity to be heard. Such a proceeding may be solely comprised of an exchange of written materials, which can include, but is not limited to, testimony recorded electronically, transcriptions, letters, documents, etc.

Affiliate

For-Profit:

SEE ASSOCIATED ENTITY

Not-For-Profit:

Any business entity (not-for-profit or for-profit) which is entitled to exercise the membership rights of participation in the election of board members, participation and service on the committees of the not-for-profit and approval of changes to a business entity's governing documents, and any company or other legal entity which controls or is controlled by the not-for-profit business entity.

Construction:

- a. Any business entity in which the submitting Business Entity holds 5% or greater ownership interest; and/or
- b. Any business entity or organized group of principal owners or officers holding 5% or greater ownership interest of the submitting business entity; and/or
- c. Any business entity which is owned
 - i. 5% or more by the same entity or group described in (b) or
 - ii. by an individual holding 5% or greater ownership in the submitting business entity and/or
- d. Any business entity in which the submitting Business Entity directs or has a right to direct such entity's daily operations, regardless of percentage of ownership interest.

Associated Entity

Generally, any entity that the Reporting Entity controls or is controlled by, including:

- a. Owner: Any business entity or organized group of principal owners or officers holding 50% or greater ownership interest in the Reporting Entity (i.e., holding company, parent company).
- b. Controlling entity: Any business entity which directs or has a right to direct the Reporting Entity's operations, regardless of percentage of ownership interest (i.e., headquarters).
- c. Controlled entity: Any business entity in which the Reporting Entity holds 50% or greater ownership interest, or the Reporting Entity directs or has a right to direct operations, regardless of percentage of ownership interest (i.e., subsidiaries, units under the Reporting Entity).

Note: "Associated Entity" does not include "sibling organizations" (i.e., entities owned or controlled by a parent company that owns or controls the Reporting Entity), unless such sibling entity has a direct relationship with or impact on the Reporting Entity.

Business Entity

Includes a Legal Business Entity, a Reporting Entity or an Associated Entity as defined herein.

New York State Vendor Responsibility

Business Entity Leaders

An officer, general partner, managing partner, manager of an LLC, and/or director.

Business Entity Officials

Individuals serving in an executive capacity, as staff and/or corporate officers, who have decision-making authority and responsibility for the oversight of a business entity; includes individuals who perform the functions of chief executive officer (CEO), chief operating officer (COO), chief financial officer (CFO), and/or chairman of the board, or their equivalents. (Equivalent titles may include, but are not limited to, President, Executive Vice President, Treasurer, Secretary, Managing Trustee)

Instructions:

Corporations: Identify the Business Entity Officials.

Partnerships: Identify the Senior Managing Partners, and any other partners with powers equivalent to Business Entity Officials.

Limited Liability Companies (LLC): Identify the Executive Managing Directors/Members, Senior Managing Directors/Members, and any other members/managers with powers equivalent to Business Entity Officials.

Sole Proprietors: Identify the individual who is the sole owner and manager of the business entity, or other persons, including staff, with powers equivalent to Business Entity Officials.

Unincorporated Associations: Identify the Executive Committee Members, including President, Vice President, Secretary and Treasurer, Executive or Managing Trustees, or other persons, including staff, with powers equivalent to Business Entity Officials.

Certificate of Good Standing

Certificate issued by the Business Entity's controlling jurisdiction indicating that the Business Entity is current with the filing requirements of the jurisdiction, issued within one year of the date of certification of the Vendor Responsibility Questionnaire.

Charities Registration Number

Number issued by the New York State Attorney General's Charities Bureau to qualified not-for-profit charitable organizations.

CIK Code

The Central Index Key (CIK) is a designation number established for each entity which has filed disclosures with the Securities and Exchange Commission (SEC). It is used on the SEC's computer systems to identify corporations and individual people who have filed disclosure with the SEC.

Citation, Summons, Notice, Violation Order

A notice to appear in court or at an administrative hearing or administrative proceeding, usually issued by a State or Local Government enforcement agency. Includes court issued writs, police issued orders, administrative orders or writs to appear at a certain time and place to do something demanded in the writ, or to defend against the citation, or to show cause for not doing so.

New York State Vendor Responsibility

Claim

A written, formal demand for money due, for property, for damages or for enforcement of a right, e.g., a fine or penalty sought by a Government Entity.

Construction

Contracts for work involving general contracting, building new structures and remodeling existing structures, demolition, concrete, paving and masonry, excavation, heating, ventilation and air conditioning, painting, plumbing, electrical work, roofing, asbestos abatement, lead abatement, and remediation and abatement of hazardous materials or hazardous waste. Construction activity also includes grant and other activities in which a not-for-profit entity contracts with the State for construction services (e.g., the building of permanent and transitional housing, and day care facilities). Includes all construction activities whether provided directly or through the use of subcontractors.

Corporation – For-Profit

Entity organized for the purpose of making profit, created under the laws of a State or United States federal government. Ownership may consist of publicly traded or privately held shares of stock.

Corporation – Not-For-Profit

A corporation formed for purposes other than financial gain, pursuant to and in accordance with a state's Not-For-Profit Corporation Law.

DBA - Doing Business As

An assumed name a business entity uses for doing business, in lieu of using the legal business name or owner's personal name. The entity must have filed a "Business Certificate," otherwise known as a Certificate of Conducting Business Under an Assumed Name, or DBA, in the county clerk's office of the county in which the business entity is located, or in the case of corporate entities with the Department of State.

Debarred

The exclusion of an individual or business entity from participating in the government procurement process for specified period of time.

Disadvantaged Business Enterprise (DBE)

A United States federal designation through a program run by the U.S. Department of Transportation. A for-profit small business concern that is at least 51% owned by one or more individuals who are both socially and economically disadvantaged, or in the case of a corporation, in which 51% of the stock is owned by one or more such individuals. State Agencies designate a business entity as a DBE based upon the federal standards.

Disqualification

Any action taken by a government entity which prevents or precludes a business entity from receiving an award for a particular contract or from being placed on a prequalification list. A business entity may be disqualified for a number of reasons, including but not limited to determinations of non-responsibility or lack of required experience.

New York State Vendor Responsibility

DUNS - Data Universal Numbering System

A unique 9-digit number provided by Dun & Bradstreet (D&B), a commercial information company. The DUNS Number is site-specific and division-specific. Therefore, each physical location of an entity may have its own DUNS Number. Further, each separate division or branch of an entity may have its own, unique DUNS Number.

EIN - Employer Identification Number

Federal Employer Identification Number used for federal income tax reporting. Although this number may be the Social Security Number of an individual operating a business as a sole proprietor, vendors are encouraged to obtain an EIN for business purposes.

Federal

Any department, division, board, commission or bureau of any federal department designated by the United States federal government.

Financial Statements

Presentation of financial data including balance sheets, income statements, and statements of cash flow, or any supporting statement(s) intended to communicate a business entity's financial position at a point in time and its results of operations for a period then ended.

Formal Unsatisfactory Performance Assessment

A written (including electronic), unsatisfactory performance assessment or evaluation issued by a government entity, after providing due process to a business entity. May include unsatisfactory past performance assessments determined under audit and/or required by law, rule, regulation, policy or procedure.

Former Name

Any previous name by which Legal Business Entity has done business as, inside or outside the State of New York.

General Partnership

An association of two or more persons to carry on as co-owners of a business.

New York State Vendor Responsibility

Good Faith Effort(s)

An effort to achieve a Minority-Owned Business Enterprise, Women-Owned Business Enterprise (M/WBE) or Disadvantaged Business Enterprise (DBE) goal, federal requirement or New York State requirement, which, by its scope, intensity and appropriateness to the objective, can reasonably be expected to fulfill the program requirements.

The code of Federal Regulations 49 C.F.R. Part 26 sets forth the standards to determine whether a contractor has made good faith efforts to reach a DBE goal. Appendix A to Part 26 provides the following guidance for a bidder: "First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful."

Article 15-A of the Executive Law of the State of New York sets forth the standards for the M/WBE Program. These standards are to be used to determine whether a contractor has made "active and conscientious efforts to employ and to utilize minority group members and women at all levels and in all segments of its work force on state contracts, and the contractor will document these efforts."

Government Audits

Financial, compliance and/or performance audits completed for or by a government entity.

Government Contract

A contract entered into by a United States federal, state or local government entity.

Government Contracting Process

Bidding, evaluation, award and administration of a government contract.

Government Entity

Any United States federal, state or local government-created bureau, agency, department, division, board, commission, public authority or public benefit corporation.

Investigation

An inquiry has been or is being made by any prosecutorial, investigative or regulatory agency concerning an individual or business entity or the activities and/or the business practices thereof.

Joint Venture

When two or more persons or business entities join together for a specific business undertaking in which profits, losses and control are shared. Usually an enterprise with limited scope and duration but with shared liability and responsibility for debts or losses. Joint ventures normally terminate when the contract or project for which the entities have joined is completed. The Joint Venture may be established as a separate legal entity with its own federal Employer Identification Number (EIN).

New York State Vendor Responsibility

Judgment

A court decision or judgment that settles the rights of the parties and disposes of all issues in controversy, except for award of costs and enforcement of the judgment. A judgment rendered by a lower court is deemed to be a final judgment, even if such judgment is subject to appeal.

Key Employee

Any officer, managing director or managing trustee, executive director, and persons or entities that manage and/or control the daily operations of the Business Entity, and any person having responsibilities or powers similar to those of officers, managing directors, or managing trustees, including the chief management and administrative officials of the Business Entity (such as executive director or chancellor), but does not include the heads of separate departments or smaller units within the business entity.

A chief financial officer and the officer in charge of administration or program operations are both Key Employees if they have the authority to control the Business Entity's activities, its finances or both. The "heads of separate departments" reference applies to persons such as the head of the radiology department or coronary care unit of a hospital, or the head of the English department at a college. These persons are managers within their specific areas but not for the business entity as a whole and therefore, are not Key Employees.

Legal Business Entity

A Business Entity registered with the Internal Revenue Service and assigned a federal Employer Identification Number. (Note: Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use an Employer Identification Number.)

Legal Business Entity includes for-profit and not-for-profit entities, and may take the form of:

- a. a Corporation, Partnership (including General, Limited or Limited Liability Partnership), Limited Liability Company, Sole Proprietor, Unincorporated Association, or any other business organization, in the case of for-profit entities, or
- b. a Not-for-Profit Corporation, Foundation, Partnership, Limited Liability Company, Unincorporated Association, or any other business organization, in the case of not-for-profit entities.

Legal Business Entity Name

The name of the entity as set forth in the Legal Business Entity's creation documents.

- a. For Corporations, the name as set forth in the Certificate of Incorporation.
- b. For General Partnerships, the name as set forth in the Certificate of Assumed Name.
- c. For Limited Partnerships, the name as set forth in the Certificate of Limited Partnership.
- d. For Limited Liability Partnerships, the name as set forth in the Certificate of Registration.
- e. For Limited Liability Companies, the name as set forth in the Articles of Organization.

For purposes of this questionnaire, a Sole Proprietor or an individual seeking to do business as him/herself may use his/her name anywhere it asks for the name of the Legal Business Entity Name.

New York State Vendor Responsibility

Liens

A form of security interest against property or property interest to secure the payment of a debt, judgment, or taxes, including, but not limited to, judgment liens, mechanics' liens, tax liens, attorneys' liens, New York State of Department of Environmental Conservation liens, but shall not include purchase credit liens, Uniform Commercial Code filings, or mortgages.

Liquidated Damages

Compensation that contracting parties have agreed should be paid to one party for any loss or damage arising from breach of the agreement by the other party.

LLC - Limited Liability Company

A Limited Liability Company (LLC) is a type of business structure that offers limited liability for the debts and obligations of the business entity to the owners. An LLC provides management flexibility and the income and losses are passed through the owners of the entity, like a partnership. It must be formed pursuant to and in accordance with the Limited Liability laws of the state. The designation "LLC" must follow and be a part of the business entity's legal name.

LLP - Limited Liability Partnership

A Limited Liability Partnership is a partnership with no limited partners, where each partner is a professional by law and qualified to render a professional service, and is engaged in the practice of such profession. The business entity is registered as an LLP with the New York State Department of State, or a partnership with no limited partners registered or otherwise created under the laws of another jurisdiction. The designation "LLP" must follow and be a part of the business entity's legal name.

LP - Limited Partnership

A Limited Partnership is a type of partnership which has two types of partners; general and limited. A LP has at least one general partner and one or more limited partners. The general partner acts in the same capacity as in a general partnership such as management control, right to use property of the partnership, shared profits and joint/several liability. The limited partner has limited liability, is not involved in the day-to-day activity of the partnership and has no management control. The designation "LP" must follow and be a part of the business entity's legal name.

Material Disallowance

Expenditures which have occurred in a contract or grant which an auditor has determined were not allowed under the guidelines established by the agency, the terms of the contract or grant, or by statute, in an amount that would be material in relation to the total value of the contract or grant.

Minority Community-Based Organization (MCBO)

A not-for-profit, local human service organization having its origins in the geographic area that it serves. Generally, the governing bodies and personnel of community-based organizations reflect the racial, ethnic and cultural makeup of the community being served. These types of organizations are characterized by majority representation of Native Americans, Asian-Americans, African-Americans and/or Hispanic-Americans, in both policy formulation and decision-making regarding management, service delivery and staffing reflective of the geographic area it serves.

New York State Vendor Responsibility

Minority-Owned Business Enterprise (MBE)

A business enterprise which is at least 51% owned, operated or controlled by United States citizens or permanent resident aliens who are minority group members (as listed under Article 15-A of the New York State Executive Law).

A business entity must be certified by the New York State Division of Minority and Women-Owned Business Development as a Minority-Owned Business Enterprise in order to qualify for this status.

New York State Small Business (SB)

A business which is a resident of New York State, independently owned and operated, not dominant in its field and which employs one hundred or fewer people.

New York State Vendor ID

The NYS Vendor ID is a ten-character identifier issued by New York State when the vendor is registered on the Vendor File.

Non-Responsibility Finding

A determination by a government entity that a business entity does not have the requisite financial or organizational capacity, and/or legal authority, and/or integrity, and/or acceptable performance on previous government contracts to perform on a government contract.

Not-For-Profit

A business entity organized for the purpose of social, religious, charitable, educational, athletic, literary, and political or other such activities, which is registered with either:

- a. the New York State Department of State as a Not-for-Profit Corporation in accordance with Article 13 of the Not-for-Profit Corporation Law; and/or
- b. the New York State Attorney General Charities Bureau;

or, is exempt from taxation under Section 501 of the Internal Revenue Code.

Not-For-Profit Corporation

A corporation formed for purposes other than financial gain, pursuant to and in accordance with a state's Not-For-Profit Corporation Law.

New York State Vendor Responsibility

Official(s)

Individual who serves in an executive capacity with decision-making authority and responsibility for the oversight of a Legal Business Entity, a Reporting Entity or an Associated Entity; includes individuals who perform the functions of chief executive officer (CEO), chief operating officer (COO), chief financial officer (CFO), and/or chairman of the board, or their equivalents.

Equivalent titles may include, but are not limited to the following:

- a. Corporations: The chief executive officer (CEO), chief operating officer (COO), chief financial officer (CFO), and/or chairman of the board
- b. Partnerships: The Senior Managing Partners
- c. Limited Liability Companies (LLC): The Executive Managing Directors/Members, Senior Managing Directors/Members
- d. Sole Proprietors: The individual who is the sole owner and manager of the business entity
- e. Unincorporated Associations: The Executive Committee Members, including President, Vice President, Secretary and Treasurer, Executive or Managing Trustees

Organizational Chart

A diagram which illustrates the relationship and management structure of the Reporting Entity to the Legal Business Entity and other Associated Entities as herein defined

Organizational Unit

An established portion of a Legal Business Entity which is within and operating under the authority of the Legal Business Entity, with a designated manager or management team responsible for the operation thereof. For example, a department, division, branch or chapter directly or primarily responsible for fulfilling the terms of the contract. (See Reporting Entity)

OSHA Violation

Serious

A violation designated as "serious" by the Occupational Safety and Health Administration (OSHA). Generally, where there is substantial probability that death or serious physical harm could result and that the employer knew or should have known of the hazard.

Willful

A violation designated as "willful" by the Occupational Safety and Health Administration (OSHA). Generally, a violation that the employer knowingly commits or commits with plain indifference to the law. The employer either knows that what he or she is doing constitutes a violation, or is aware that a hazardous condition exists and makes no reasonable effort to eliminate it.

PC – Professional Service Corporation

A Professional Service Corporation (PC) is organized by one or more individuals authorized to provide a professional service for the purpose of making a profit and for the purpose of rendering such professional service as licensed thereto. Shares may only be issued to those licensed individuals as are authorized to practice their professional service in this state and who have engaged in such profession or will be engaged in the practice of such profession of the PC within 30 days of the issuance of the shares. The designation "PC" must follow and be a part of the business entity's legal name.

New York State Vendor Responsibility

PLLC – Professional Service Limited Liability Company

A Professional Service Limited Liability Company (PLLC) is a limited liability company organized for the purpose of providing professional services. Members may only consist of those licensed individuals as are authorized to practice their professional service in this state, and who have engaged in such profession, or will be engaged in the practice of such profession. The designation "PLLC" must follow and be a part of the business entity's legal name.

Primary Place of Business

The location where the direction and management of the Reporting Entity takes place.

Principal Owner

Any person holding 10% or more of the voting stock of a publicly traded corporation, or 25% or more of a privately held corporation. For construction business entities, any person whose ownership interest is 5% or more.

Principal Place of Business

The location of the primary control, direction and management of the Legal Business Entity.

Registered to do business in New York State

A business entity is registered to do business in New York State, when it has met the statutory filing requirements of filing for authority to do business in New York State, usually by filing with the New York Department of State.

Reporting Entity

The Reporting Entity may be either the entire Legal Business Entity or a portion of the Legal Business Entity, which does or anticipates doing business with the State of New York. If it is not the entire Legal Business Entity, the portion must be an established organizational unit within and operating under the authority of the Legal Business Entity, with a designated manager or management team responsible for the operation thereof. The established organizational unit must have the same Employer Identification Number as the Legal Business Entity. The organizational unit must also be part of the Legal Business Entity, with primary responsibility for fulfilling the terms of the anticipated contract. Examples of a Reporting Entity include, but are not limited to, a department, division or branch.

Sanction

(Sanction or sanctioned) Any fine, penalty, judgment, injunction, violation, debarment, suspension or revocation.

Shared Space

Space is considered to be shared when any part of the space utilized by the submitting Business Entity, at any of its sites, is also utilized on a regular or intermittent basis for any purpose by any other entity, and where there is no lease or sublease in effect between the submitting Business Entity and any other entity that is sharing space with the submitting Business Entity.

Sole Proprietor

A business entity owned and operated by one individual, although there may be employees. All business decisions are made by the sole owner.

New York State Vendor Responsibility

State Contracting Entity

Any New York State government-created entity with the authority to enter into a contract. This includes any New York State created agency, department, division, board, commission or bureau, including public authorities and public benefit corporations.

State Government Entity

Any state government-created agency, department, division, board, commission or bureau of any state, including public authorities and public corporations.

Statutory Affirmative Action Requirements

The statutory inclusion of language in government procurement contracts that

- a. requires a business entity to affirmatively act to ensure and promote equal opportunity employment on government contracts,
- b. prohibits a business-entity from discrimination in employment, and
- c. provides for termination of such contracts for a business entity's failure to comply with such terms.

Suspension

(Suspension or suspended) Action taken by a government entity to temporarily restrict the business entity's right to provide new or continuing contractual obligations.

Terminated for Cause

The exercise of a government entity's right to completely or partially terminate a contract due to the business entity's failure to perform its contractual obligations or for the business entity's failure to comply with statutory and/or regulatory responsibilities.

TIN – Taxpayer Identification Number

Taxpayer Identification Number used for federal income tax reporting. This number may be the federal Employer Identification Number (EIN) or the Social Security Number (SSN) of an individual operating a business as a sole proprietor. (Note: Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use an Employer Identification Number.)

Trade Name

Any name used by a person to identify a business or vocation of such person. A person shall include an individual (natural person), firm, partnership, corporation, union, association or other business entity capable of suing and being sued in a court of law. This also includes any trade, franchise or licensee names.

Unincorporated Association

This is a type of business entity that may be created contractually. The contractual relationship is between the members of the association, all of whom have agreed to join together for a particular purpose. These types of business entities include, but are not limited to, unions, historical societies, professional membership associations, and recreational societies.

New York State Vendor Responsibility

Women-Owned Business Enterprise (WBE)

A business enterprise which is at least 51% owned, operated or controlled by U.S. citizens or permanent resident aliens who are women. A business entity must be certified by the New York State Division of Minority and Women-Owned Business Development as a Women-Owned Business Enterprise in order to qualify for this status.

**DRUG AND ALCOHOL TESTING
PROGRAM COMPLIANCE**

ACKNOWLEDGMENT OF DRUG AND ALCOHOL TESTING PROGRAM COMPLIANCE

_____ hereby acknowledges that a drug and alcohol
(PRINT OR TYPE COMPANY NAME)
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

Point of Contact/Telephone Number

Company Official's Name

Signature

Date

(NOTARY SEAL/STAMP)

LOCAL LAW 3-2018

APPRENTICESHIP TRAINING PROGRAM FORM

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:

- 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

**APPRENTICESHIP UTILIZATION
CERTIFICATION FOR FINAL PAYMENT**

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 _____, 2013.

Notary Public or Commissioner of Deeds

**ERIE COUNTY EQUAL PAY CERTIFICATION
(EXECUTIVE ORDER #13)**

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

Rev 5/5/15

LOCALLY ADMINISTERED FEDERAL AID
CONTRACT FORMS

APPENDIX 12-1A

CONSTRUCTION CONTRACT REQUIREMENTS FILLABLE FORMS

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

**NON-COLLUSIVE BIDDING CERTIFICATION
BIDDER INFORMATION**

Bidder to provide information listed below:

Bidder Address:

Street or P. O. Box No.

City

State

ZIP

Federal Identification No.:

Name of Contact Person:

Phone # of Contact Person:

If Bidder is a Corporation:

President's Name & Address:

Secretary's Name & Address:

Treasurer's Name & Address:

If Bidder is a Partnership:

Partner's Name & Address:

Partner's Name & Address:

If Bidder is a Sole Proprietorship:

Owner's Name & Address:

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

Offerer Disclosure of Prior Non-Responsibility Determinations

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

Address:

Name and Title of Person Submitting this Form:

Contract Procurement Number:

Date:

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

NO ☐ YES ☐

If yes, please answer the next questions:

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

NO ☐ YES ☐

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

NO ☐ YES ☐

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

Governmental Entity:

Date of Finding of Non-Responsibility:

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary.)

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

NO ☐ YES ☐

6. If yes, please provide details below.

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:

(Add additional pages as necessary.)

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

By: _____ Date:

Signature

Name:

Title:

COMBINED CERTIFICATION FORM

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

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

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

Dated _____, 20____

Legal Name of person, firm or corporation

By _____
Signature (Title)

(Acknowledgment by **Individual Contractor**)

STATE OF NEW YORK _____)
COUNTY OF _____) SS:

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

Notary Public

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

STATE OF NEW YORK _____)
COUNTY OF _____) SS:

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

Notary Public

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

STATE OF NEW YORK _____)
COUNTY OF _____) SS:

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

Notary Public

Federal DBE Commitment and GFE Bid Requirements

Letting Date:

Proposer Name

Address:

PIN
 Contract #
 DBE Goal % as Stated in the Advertisement

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

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

<u>DBE Name:</u>	<u>Work Category*</u>	<u>Description of Work</u>	<u>DBE Credit % (A)</u>	<u>Commitment (B)</u>	<u>DBE Credit (AxB)</u>
Example Company: Drainage R Us Address: 2543 Lexington Street, Troy, NY 12180	Construction	Closed Drainage Installation	100	\$1,120,000	\$1,120,000
<input style="width: 250px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 150px;" type="text"/>	<input style="width: 50px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
Address: <input style="width: 250px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 150px;" type="text"/>	<input style="width: 50px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
<input style="width: 250px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 150px;" type="text"/>	<input style="width: 50px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
Address: <input style="width: 250px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 150px;" type="text"/>	<input style="width: 50px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
<input style="width: 250px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 150px;" type="text"/>	<input style="width: 50px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
Address: <input style="width: 250px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 150px;" type="text"/>	<input style="width: 50px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
<input style="width: 250px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 150px;" type="text"/>	<input style="width: 50px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
Address: <input style="width: 250px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 150px;" type="text"/>	<input style="width: 50px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>

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

Total Commitment:

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

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

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

Submitted By:

Enter Proposers Contact Information

Name:

Title:

Company Federal Tax ID XX-XXXXXXX

**ERIE COUNTY CONSTRUCTION
CONTRACT AGREEMENT**

ERIE COUNTY CONSTRUCTION CONTRACT AGREEMENT

THIS AGREEMENT made into this _____ day of _____, 20____ by and between the COUNTY OF ERIE, a municipal corporation of the State of New York, hereinafter "County", and _____ hereinafter "Contractor"

WITNESSETH as follows

WHEREAS, the County Commissioner of Public Works, hereinafter called "Commissioner", by virtue of the power and authority in him vested did advertise for proposals and bids for:

PEDESTRIAN WALKWAY CONSTRUCTION, DRAINAGE IMPROVEMENTS, AND ROAD REHABILITATION OF LAKE SHORE ROAD

Erie County, New York, to furnish all labor, tools, implements and materials that may be requisite and necessary to the execution and completion of the work according to the plans, specifications, profiles and other drawings relating to such work, as approved by the County of Erie and now on file in the Office of the Commissioner, and

WHEREAS, the Contractor did bid for said work in the manner and form as required by said plans and specifications and, being the lowest responsible bidder, therefore, was duly awarded the Contract for such work at prices named in the itemized proposal by a resolution of the Erie County Legislature,

NOW THEREFORE, the Contractor, in consideration of the prices so named for the various items of work to be paid for as hereinafter provided, does for itself, its representatives, agents, executors, administrators, successors or assigns, covenant and agree with the County that the Contractor, shall and will at its own proper costs and charges and in conformity with said plans and specifications which are made a part of this Agreement without setting forth same herein, provide all manner and kind of materials, molds, models, cartage, appliances and appurtenances required and of every description necessary for the due and proper performance of this Agreement and the completion of said work to be done under the supervision and direction of the Commissioner, in a good workmanlike manner and in conformity with said plans and specifications without any alteration, deviation, additions, or omissions there from except upon due request and under the written direction of said Commissioner.

The Contractor acknowledges receipt of the Information for Bidders, General and Special Clauses, Specification, Proposal and Plans relating to this Agreement, as well as all issued Addenda thereto, all of which are expressly incorporated in this Agreement as if fully set forth herein.

ARTICLE 1. WORK TO BE DONE

The Contractor shall (a) furnish all labor, materials, appliances, tools and implements of every kind requisite and necessary, and construct and complete in the most substantial and workmanlike manner, the construction, improvement or reconstruction of:

Rehabilitation and reconstruction of asphalt pavement, widen shoulders, replacement of storm drainage system, utility relocations, and pedestrian walkway construction.

in the County of Erie, New York as shown in the Plans entitled,

PEDESTRIAN WALKWAY CONSTRUCTION, DRAINAGE IMPROVEMENTS, AND ROAD REHABILITATION OF LAKE SHORE ROAD (CR 111), 1.22 MI

and numbered **G-01 through GT-03**, in accordance with the "Standard Specifications of the New York State Department of Transportation " of **September 1, 2024** of the New York State Department of Transportation, Design and Construction Division, including subsequent addendum in effect on the date of advertisement for receipt of bids; the information for bidders; form of proposal; agreement and bonds; general specifications and conditions of contract; materials of construction; and Payment Items; and (b) do everything required by this Agreement (Agreement Documents) as defined herein.

ARTICLE 2. DOCUMENTS FORMING THE CONTRACT

This Agreement (and Agreement Documents) shall be deemed to include the advertisements for proposals and bids; the Contractor's proposal and bid; the Information for Bidders; General and Special Clauses, Specifications relating to this Agreement; this Agreement; the "Standard Specifications" referred to above; the Plans; any addenda to specifications if the same are issued prior to the date of receipt of proposal and bid, and all provisions required by law to be inserted in this Agreement whether actually inserted or not.

ARTICLE 3. EXAMINATION OF DOCUMENTS AND SITE

The Contractor agrees that before making its proposal or bid Contractor has carefully examined the Agreement Documents, together with the site of the proposed work, as well as its surrounding territory, and is fully informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this Agreement, including but not limited to the existence of poles, wires, pipes, ducts, conduits and other facilities and structures of municipal and other public service corporations on, over, under or through the site, and that Contractor's information was secured by personal investigation and research and not from the estimates or records of the Department, and that Contractor will make no claim against the County by reason of estimates, tests or representations of any officer or agent of the County.

ARTICLE 4. DATE OF COMPLETION

The Contractor covenants and agrees to commence the work embraced in this Agreement within ten (10) calendar days of the date hereof, unless the consent of the County, in writing, is given to begin at a later date, and that the Contractor will prosecute the same so that it shall be entirely completed and performed on or before the

1st day of July 2025

It is further understood and agreed by the parties that the time of completion is of the essence of this Agreement. No extension beyond the date of completion fixed by the terms of this Agreement shall be effective unless in writing signed by the Commissioner. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the Commissioner, which may include the assessment of liquidated damages against the Contractor and a charge to the Contractor for engineering and inspection expenses actually incurred upon the work. Notice of application for such extension shall be filed by the Contractor with the Commissioner at least fifteen (15) days prior to the date of completion fixed by the terms of this Agreement.

ARTICLE 5. ALTERATIONS AND OMISSIONS

The work hereunder shall be performed in accordance with the true intent and meaning of the Agreement Documents without any further expense of any nature whatsoever to the County other than the consideration named in this Agreement.

The County reserves the right, at any time during the progress of the work, to alter the plans or omit any portion of the work as it may deem reasonably necessary for the public interest; making allowances for additions and

deductions at the prices named in the proposal or bid, for this work without constituting grounds for any claim by the Contractor for allowance for damages or for loss of anticipated profits, or for any variations between the approximate quantities and quantities of the work as done.

ARTICLE 6. 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.

ARTICLE 7. NO COLLUSION OR FRAUD

The Contractor hereby agrees to provide all non-collusive bidding certifications required by Section 103-d of the New York General Municipal Law and that the only person or persons interested as principal or principals in the bid or proposal submitted by the Contractor for this Agreement are named therein. The Contractor also agrees that no person other than those mentioned therein has any interest in the above mentioned bid or proposal or in the securing of the award, and that this Agreement has been secured without any connection with any person or persons other than those named, and that the proposal or bid is in all respects fair and was prepared and this Agreement secured without collusion or fraud and that neither any officer nor employee of the County of Erie has or shall have a financial interest in the performance of this Agreement or in the supplies, work or business to which it relates, or in any portion of the profits thereof.

ARTICLE 8. PAYMENT OF ESTIMATES

On the faithful performance of the work of this Agreement and its acceptance by the County, the County hereby agrees to make payments to the Contractor therefore based upon the proposal or bid hereto attached and made a part of this Agreement in the following manner, to wit: the County shall once in each month, on such days as it may fix, make an estimate of the quantity of work done and of material which has been actually put in place in accordance with the terms and conditions of this Agreement, during the preceding month and compute the value thereof and pay to the Contractor all monies due as prescribed by law. If, however, the amount earned by the Contractor in any one month except the month in which the final estimate is rendered should be less than five per cent (5%) of the Agreement amount and in no case less than one thousand dollars (\$1,000), no monthly estimate will be given for that month.

ARTICLE 9. CONTRACT BID AMOUNT

The County agrees to pay, and the Contractor agrees to accept, payment for work performed in this Agreement, an

amount not to exceed the Contract Bid Amount of _____
_____. (\$ _____).

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

ARTICLE 10. INSURANCE

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.

ARTICLE 11. NO ESTIMATE ON CONTRACTOR'S NON COMPLIANCE

It is further agreed that while any lawful or proper direction concerning the work or material given by the Commissioner, or his representative, shall remain in non-compliance, the Contractor shall not be entitled to have any estimate made for the purpose of payment, nor shall any estimate be rendered on account of work done or material furnished until such lawful or proper direction aforesaid has been fully and satisfactorily complied with.

ARTICLE 12. FINAL ACCEPTANCE OF WORK

When in the opinion of the Commissioner, a Contractor has fully performed the work under this Agreement, he shall by letter notify the Contractor of such acceptance, and copies of such acceptance shall be sent to other interested parties.

ARTICLE 13. FINAL PAYMENT

After the final acceptance of the work, the Commissioner shall prepare a final estimate of the work done from actual measurements and computations relating to the same, and he shall compute the value of such work under and according to the terms of this Agreement. This estimate shall be certified as to its accuracy by the Commissioner. All certificates, upon which partial payments have been made being merely estimates, shall be subject to correction in the final certificate or estimate.

ARTICLE 14. RIGHT TO SUSPEND WORK AND CANCEL CONTRACT

It is mutually agreed that if, at any time during the prosecution of the work, the Commissioner shall determine that the work upon this Agreement is not being performed according to this Agreement, or for the best interests of the County, that the Commissioner may suspend or stop the work under this Agreement while it is in progress, and that the Commissioner shall thereupon complete the work in such a manner as will be in accord with this Agreement and the Agreement Documents, plans and specifications and be for the best interests of the County, or he may terminate this Agreement and re-advertise and re-let as provided by law.

Whenever the County determines to suspend or stop work under this Agreement, a written notice sent by mail to the Contractor at his address and to the sureties at their respective addresses, shall be sufficient notice of its action in the premises.

ARTICLE 15. DETERMINATION AS TO VARIANCES

In case of any ambiguity in the plans, specifications or maps, or between any of them the matter must be immediately submitted to the Commissioner, who shall adjust the same, and his decision in relation thereto shall be final and conclusive upon the parties.

ARTICLE 16. DELAYS, INEFFICIENCIES, AND INTERFERENCE

The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interferences in the performance of this Agreement occasioned by any act or omission to act by the County or any of its representatives except as provided in Subsection "B" of this Article. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provisions of Engineering Charges pages IB 9-10. In the event the Contractor completes the work prior to the contract completion date set forth herein, the Contractor hereby agrees to make no claim for extra costs due to delays, interferences or inefficiencies in the performance of the work except as provided in Subsection "B" of this Article.

A. The Contractor further agrees that Contractor included in Contractor's bid, prices for the various items of the contract any additional costs for delays, inefficiencies, or interferences affecting the performance or scheduling of contract work caused by, or attributable to, the following instances:

1. The work or the presence on the contract site of any third party, including but not limited to that of other contractors or personnel employed by the County, by other public bodies, by railroad, transportation or utility companies or corporations, or by private enterprises, or any delay in progressing such work by any third party.
2. The existence of any facility or appurtenance owned, operated, or maintained by any third party.
3. The act, or failure to act, of any other public or governmental body, including, but not limited to, approvals, permits, restrictions, regulations or ordinances.
4. Restraining orders, injunctions, or judgments issued by a court.
5. Any labor boycott, strike, picketing or similar situation.
6. Any shortages of supplies or materials required by the contract work.
7. Climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides, or other catastrophes. However, payment may be made for repairing damage to the work caused by "Occurrences" as provided in Subsection 107-09 of Standard Specifications of the New York State Department of Transportation
8. Determinations by the Department of Public Works to open certain sections of the project to traffic before completion of the entire contract work.
9. Increases in contract quantities, additional contract work, or extra work or for delays in the review of issuance or orders- on-contract, or shop drawings, or field change sheets. However, payment for performance of extra work will be made pursuant to Subsection 109-05, Paragraph A and Paragraph B 1 only of Standard Specifications of the New York State Department of Transportation.
10. Failure of the County to provide individual rights-of-way parcels for an extended period of time beyond that indicated by this Agreement, if such unavailability, as determined by the Commissioner, does not significantly affect the scheduled completion of this Agreement.
11. Unforeseen or unanticipated surfaces and subsurface conditions.

12. Stop work orders issued by the Engineer, pursuant to Subsection 105-01 of Standard Specifications of the New York State Department of Transportation.
13. Any situation which was, or should have been within, the contemplation of the parties at the time of entering into this Agreement.

B. The Contractor agrees that the only claims he may make for extra compensation caused by delay, inefficiencies, or interference affecting the performance of the scheduling of contract work will be solely limited to those arising out of the following instances:

1. The issuance by the Commissioner of a stop work order relative to a substantial portion of work, which the Commissioner determines to significantly affect the scheduled completion of this Agreement, other than those orders issued pursuant to Subsection 105-01 of Standard Specifications of the New York State Department of Transportation.
2. The unavailability of critical rights-of-way parcels for such an extended period of time beyond that indicated in this Agreement which the Commissioner determines to significantly affect the scheduled completion of this Agreement.

In all of such instances, compensation to be considered will be limited to documented additional direct field costs, including field supervision, escalation of costs for labor, materials, and rental equipment, and for such other related additional costs. In no case will additional costs for home office overhead, idle equipment, profit, or financing be allowed. Failure of the Contractor to adequately progress the completion of the work will be considered in determining whether the foregoing instances are the primary causes of delay. In all of such instances, for any claim asserted under this section, the Contractor shall keep detailed written records of the costs and agrees to make them available to the Department of Public Works at any time for purposes of audit and review.

Any dispute relating to such claims shall be promptly submitted to the Commissioner in writing and the Commissioner's determination shall be final and binding on the Contractor. Failure by the Contractor to promptly notify the Commissioner in writing or to maintain and furnish cost records of such claims shall constitute a waiver of the claim.

C. The provisions of this Article apply only to claims for extra or additional costs attributable to delays, inefficiencies, or interferences and do not preclude determinations by the Commissioner allowing reimbursement for additional direct costs for extra work pursuant to Subsection 105-14 of Standard Specifications of the New York State Department of Transportation.

ARTICLE 17. INDEMNITY CLAUSE

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.

ARTICLE 18. ASSIGNMENT

The Contractor shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Contractor shall not subcontract any part of the Work without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Contractor that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Contractor and the Contractor shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

ARTICLE 19. AUTHORIZATION

This Agreement is executed, pursuant to authorization contained in a resolution adopted by the County Legislature of the County of Erie, for Meeting Number _____ held on _____ being Communication Number _____, and further approved by the Erie County Fiscal Stability Authority at their meeting of _____.

ARTICLE 20. SUCCESSORS AND ASSIGNEES

This agreement shall bind the successors, assignees and representatives of the parties hereto.

ARTICLE 21. COMPLIANCE WITH LAWS

The Contractor shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Contractor as an employer of labor. The Contractor shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Work hereunder.

ARTICLE 22. GOVERNING LAW AND SEVERABILITY

This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

ARTICLE 23. HEADINGS

The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Agreement.

IN WITNESS WHEREOF, This agreement has been executed on behalf of the County by the County Executive of Erie County, who has caused the seal of his office to be affixed hereto and the Contractor has duly executed this agreement on the day first above written.

Contractor

By: _____

COUNTY OF ERIE

By: _____
County Executive of Erie County

Approved as to Form:

Approved as to Content:

Assistant County Attorney
Document No.: _____

William E. Geary, Jr.
Commissioner of Public Works

Darlene M. Svilokos, P.E.
Director of Engineering

Acknowledgment of Party of the **CORPORATE** Contractor

State of New York}ss:

County of Erie }

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

Notary Public

IN WITNESS WHEREOF, This agreement has been executed on behalf of the County by the County Executive of Erie County, who has caused the seal of his office to be affixed hereto and the Contractor has duly executed this agreement on the day first above written.

Contractor

By: _____

COUNTY OF ERIE

By: _____
County Executive of Erie County

Approved as to Form:

Approved as to Content:

Assistant County Attorney
Document No.: _____

William E. Geary, Jr.
Commissioner of Public Works

Darlene M. Svilokos, P.E.
Director of Engineering

Acknowledgment by **CO-PARTNERSHIP** Contractor

State of New York}ss:

County of Erie}

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

Notary Public

APPENDIX A

STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

August 2024

Wendel Project No. 254325

PEDESTRIAN WALKWAY CONSTRUCTION, DRAINAGE IMPROVEMENTS,
AND ROAD REHABILITATION OF LAKE SHORE ROAD (CR 111)

PEDESTRIAN WALKWAY CONSTRUCTION, DRAINAGE IMPROVEMENTS,
AND ROAD REHABILITATION OF LAKE SHORE ROAD (CR 111)

STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

Town of Evans
Erie County
New York



TITLE

SECTION

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Project Maps and Plans	II
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- A. Supporting Maps
- B. Reference Reports
- C. Standards and Specifications for Erosion and Sediment Control
- D. NOI/Correspondence/NOT
- E. Contractor Certifications / Inspection Forms
- F. SPDES General Permit – GP-0-20-001
- G. Calculations
- H. Operations and Maintenance Plan
- I. Construction Plans

I. Introduction

Erie County department of Public Works Division of Highways previously had permit coverage for the Lakeshore Shoreline Trail Multi-Use Pathway – Phase II under NYR10U364, issued May of 2011. At the beginning of construction back in 2011, the storm sewer system was discovered to be compromised. This halted construction until additional funding could be found to complete the trail and the storm system upgrades. Since this time, the County has continued to keep the permit open, knowing that this portion of the trail would ultimately be constructed. Recently, the County contacted the NYSDEC (see appendix D) and it was determined that since the scope of work changed from the original intent and due to the general time that has passed, a new NOI for the full project should be completed and submitted. The original permit will be terminated separately.

The County now plans to construct a pedestrian walkway along Lake Shore Road (CR111) in the Town of Evans, update the road geometry to Highway Design Manual standards as a result of increased development in this area of the Town, and reconstruct the existing drainage system that has deteriorated and failed over time. The project includes construction of shoulders or a pedestrian walkway that will serve as a location for pedestrians and bicyclist to traverse to the adjacent neighborhoods, as there are no sidewalks currently on Lake Shore Road. The project will replace the two existing systems. The southern system will be reconstructed from just north of Lake Street to the high point just north of Cradle. The northern system will pick up from the high point and discharge in the location of the existing outfall into Big Sister Creek. A 430 LF portion of the road will have full depth reconstruction to correct road crown in the curved portion.

A stormwater management assessment has been conducted for the proposed project in order to protect the waters of the State of New York from the adverse impacts of storm water runoff. This report presents an analysis of the project in accordance with the State Pollutant Discharge Elimination System (SPDES) General Permit for Storm Water Discharges from Construction Activity (Permit No. GP-0-20-001) and the New York State Storm Water Management Design Manual (SMDM). As required, standard sediment and erosion control practices are implemented where appropriate to provide pollutant removal and prevent sediment from the project from reaching waters of the State. Permanent practices, such as establishing vegetation and stream bank stabilization, will be utilized to prevent erosion and the transportation of pollutants into waters of the State. Practices have also been designed to meet any additional local stormwater requirements.

As proposed site disturbance in the project area is approximately 1.95-acres, coverage under the SPDES General Permit is required and a Storm Water Pollution Prevention Plan (SWPPP) must be prepared to document the means and methods by which the project will comply with the requirements of the General Permit. The SWPPP is intended to be a work in progress document and should be revised and updated by a Qualified Professional whenever the site conditions dictate. Any proposed modifications shall be in accordance with the New York State Department of Environmental Conservation's (NYSDEC) technical standards.

Scope of the Project: The Pedestrian Walkway Construction, Drainage Improvements and Road Rehabilitation of Lake Shore Road (CR 111) project is located entirely in the Town of Evans in Erie County, New York. The proposed project will improve drainage, provide a safer driving environment by improving pavement, and provide a safer walking

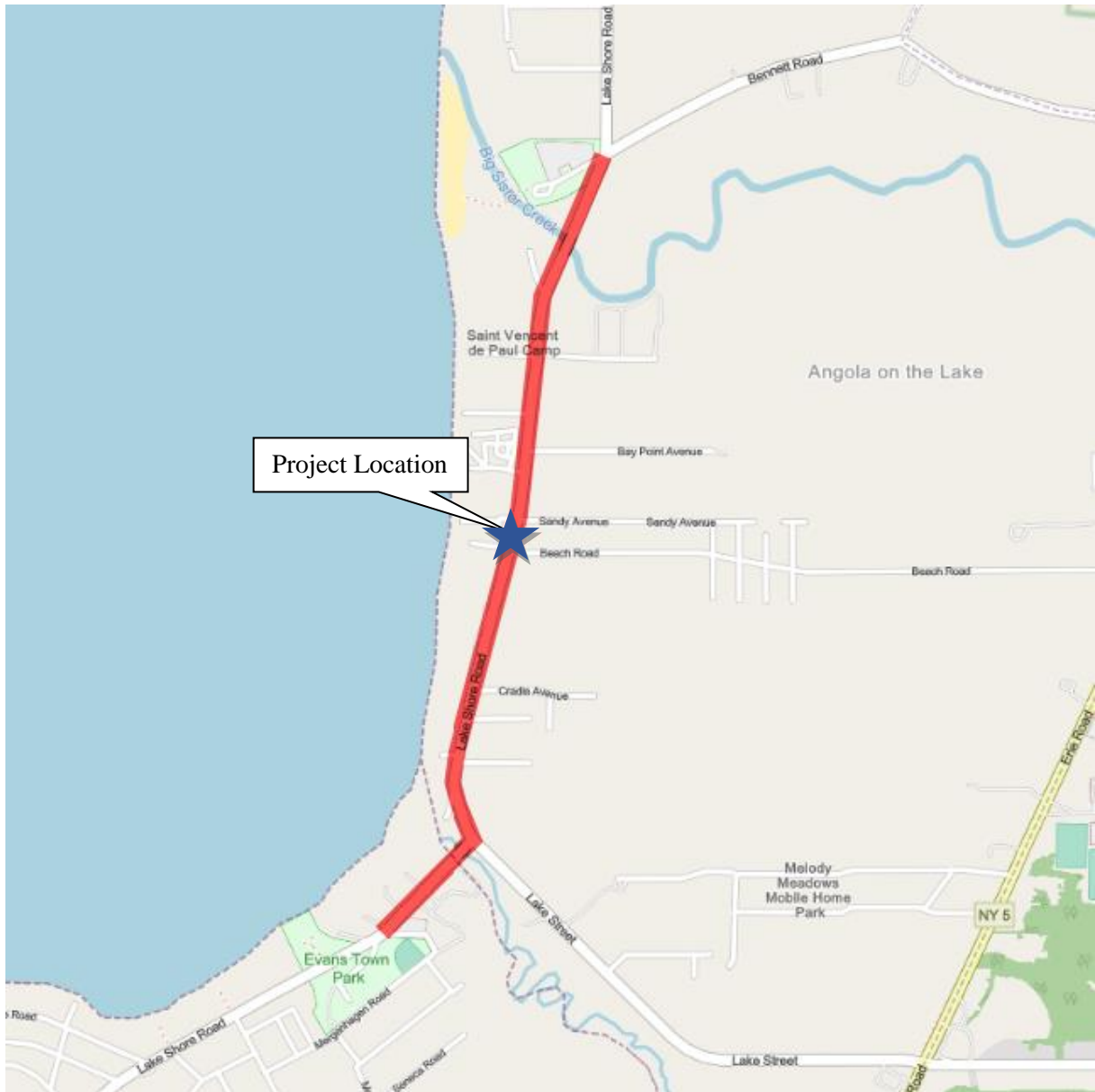
area for pedestrians along Lake Shore Road (CR 111) from Iroquois street to the Bennett Beach entrance.

- (1) **Location of Project:** The project is located entirely within the Town of Evans, Erie County, New York, with construction taking place within the limits of the existing public right-of-way.

Table 1- Location Table

(Coordinate Map can be found in Appendix A)

Approximate Coordinate Position at Center of Project Longitude/Latitude			
Longitude	-79.060997	Latitude	42.650911



Location Map

N.T.S. N↑

- (2) **Routing of Runoff:** The project corridor consists of generally flat land that tends to slope to the north up to Big Sister Creek or to the south to Delaware Creek and tributaries, with a high point located just north of Cradle Avenue. Outside the road limits, the area to the east is low-lying with some locations draining to the roadway. Generally, the area to the east is too low to drain on to the road or into the storm system. On the west side of the road is a barrier from Lake Erie, the Great Lake Dunes, that only introduces minor runoff into the road system. This runoff is conveyed in three existing storm sewer systems that discharge into Lake Erie; The southern system is conveyed to a direct discharge into Delaware Creek, the middle portion is collected and directly discharge to Lake Erie at a submerged outfall along Hickory Road, and the northern portion collects and discharges directly into Big Sister Creek at the existing bridge just south of Bennett Beach access. Delaware Creek and Big Sister Creek ultimately discharge a short distance downstream into Lake Erie. The project corridor is in the Niagara River/Lake Erie Watershed which represents much of the eastern boundary of Lake.

The Project area is not tributary to any streams or bodies of water with AA or AA-s State classification, and it is not located in a watershed where enhanced phosphorous removal standards (TMDL) are required. The project site discharges to three (3) separate waterways that are not impaired by pollutants related to construction activity (Delaware Creek and Big Sister Creek, Lower, and tribs). The northern portion of the project corridor passes through a Special Flood Hazard Areas. A portion of our site drains to Big Sister Creek and Delaware Creek, which both have a modeled sections with its own floodway and floodplain. Several Firmettes that span the entire project corridor are included in Appendix A.

- (3) **Project Type and Size:** The project involves the expansion of shoulders and construction of an asphalt walkway to provide a safer location for pedestrians. It is anticipated that the overall project construction will result in approximately 1.95-acres of disturbance. Within the limits of disturbance, the existing site has 0.61-acres of impervious cover.
- (4) **Guidance and Applicability:** The New York State Stormwater Management Design Manual (SMDM), along with the NYSDEC SPDES General Permit for Stormwater Discharges (GP-0-20-001), were used to determine the requirements for permit coverage. This construction activity can be categorized as *“Installation of underground, linear utilities; such as gas lines, fiber-optic cable, cable TV, electricity, telephone, **sewer mains** and water mains.” and “Sidewalk, bike path or **walking path** projects, surfaced with an impervious cover, that include incidental shoulder or curb work along an existing highway to support construction of the sidewalk, bike path or walking path.”* Per Table 1 in Appendix ‘B’ of the SPDES General Permit for Construction Activity (GP-0-20-001), this construction activity *“requires the preparation of a SWPPP that only includes erosion and sediment controls.”* Standard erosion and sediment control measures will be implemented on the project site where necessary and appropriate. This understanding was confirmed by the New York State Department of Environmental Conservation, Division of Water – Region 9. Correspondence can be found in Appendix G. All new impervious area that falls under this construction activity is not included in the impervious areas noted in the NOI.

Based on the New York State Department of Transportation Highway Design

Manual, a small portion of the roadway will require full depth road reconstruction to correct the crown of the road through a curve and realign the centerline to pull the roadway away from fixed vertical features directly adjacent to the site. This area does not fall under the two categories noted above, but rather under Table 2 which reads, “*construction activities that require the preparation of a SWPPP that includes post-construction stormwater management practices*”. Therefore, a full SWPPP is required for the project and the design will follow the approaches for Redevelopment Activity per Chapter 9 of the SMDM. This reconstruction is limited to a small section of existing asphalt. As a result, we are considering the project to be redevelopment with no increase to impervious area. The NOI will be filled out with only the reconstruction area noted as disturbed impervious area. No water quantity controls will be required and only redevelopment water quality treatment will be provided.

The Town of Evans is a regulated Municipal Separate Storm Sewer System (MS4). However, it is our understanding that since Erie County is a higher level of government, County projects in a Town MS4 remain under the jurisdiction of the NYSDEC. Therefore, the Notice of Intent (NOI) is submitted directly to the NYSDEC Albany office and an MS4 acceptance form is not required. An electronic Notice of Intent (eNOI) has been prepared and will be submitted to NYSDEC Division of Water to initiate the permit process.

It is our understanding that for construction activities that are not subject to the requirements of an MS4, authorization under this permit is typically achieved five (5) business days from the date the Department receives a complete electronic version of the NOI (eNOI), ten (10) business days from the date the Department receives a complete paper version of the NOI, or sixty (60) business days from the date the Department receives a complete NOI (paper or electronic) for a SWPPP that has not been prepared in conformance with the technical standards. This project has been designed in conformance with the technical standards and will be filed electronically.

State / National Register of Historic Places: During the initial project submission (Lakeshore Shoreline Trail Project; Phase 2) in February 2005, the New York State (NYS) Office of Parks, Recreation and Historic Preservation (OPRHP) provided a finding of no impact (regarding archaeological and historic resources, including NYS National Register of Historic Places). However, due to this phase of the project construction being delayed and later securing federal funding, a New York State Department of Transportation (NYSDOT) reevaluation procedure was required. As part of the reevaluation process, the original project environmental determination under both the National Environmental Policy Act (NEPA) and State Environmental Quality Review Act (SEQRA) needs to be updated.

To comply with the NYSDOT reevaluation process, an updated submission to OPRHP was provided. In January 2024, NYSDOT sent a letter of recommendation to OPRHP that only an architectural survey of the proposed Area of Potential Effect (APE) be provided, not an archaeological survey. In March 2024, OPRHP concurred with that NYSDOT recommendation. OPRHP requested a survey of above-ground buildings and structures 45 years of age and older within and immediately adjacent to the project APE. The applicant provided the requested survey, sent corresponding documentation and complied with requirements set by OPRHP to avoid impacts to any historic resources. On July 26, 2024, the OPRHP issued a letter of no adverse effect. Prints from the Cultural Resource

Information System (CRIS) website have been included in Appendix A and the correspondence from OPRHP can be found in Appendix D.

II. Project Maps and Plans

- (1) **Supporting Maps:** All maps can be found in Appendix A. General USGS Project Location Maps showing planimetric features, existing water bodies, and contours are presented. Also included in Appendix A is a print from the Stormwater Interactive Map to verify project coordinates, prints from the NYSDEC's environmental Mapper to confirm stream classifications, State Wetlands, Federal Wetlands, prints from the Cultural Resource Information System (CRIS) website, and maps showing information on FEMA Floodplains and Floodways.
- (2) **Construction Plans:** Copies of reduced size (11"x17") Contract Plans have been included in Appendix I.

III. Project Soils

- (1) **NRCS Soils Map at Project Location:** Soil information has been included in Appendix B including the Map Unit Symbols and Hydrologic Soil Groups of the local soils. This information was acquired through the Web Soil Survey website as hosted by the USDA National Resources Conservation Service (NRCS). The project site was approximated on the website and the above-mentioned maps were generated. It should be noted that the project delineation shown on the maps is an approximate representation of the Lake Shore Road highway boundary. We provided the following information to give a general overview of the types of soils that this project is proposed to cross and present some associated soil properties. The actual area of disturbance for this project is approximately 1.95-acres.
- (2) **Soil Types:** The following soil types currently exist across the project area:

Table 2 – Soil Types

Map Unit Symbol	Map Unit Name, Texture, % Slope Range	Hydrologic Soil Group (HSG)	Drainage Class Rating	Erosion Hazard Potential
ArB	Arkport very fine sandy loam, 3 to 8 percent slopes	A	Well drained	High
ArE	Arkport very fine sandy loam, 25 to 40 percent slopes	A	Well drained	High
Ch	Cheektowaga fine sandy loam	C/D	Very poorly drained	Low
Cv	Cosad loamy fine sand	C/D	Somewhat poorly drained	Low
FbA	Farnham channery silt loam, 0 to 3 percent slopes	A/D	Moderately well drained	Medium
Mg	Middlebury silt loam	B/D	Somewhat poorly drained	Medium
NfA	Niagara silt loam, 0 to 3 percent slopes	C/D	Somewhat poorly drained	High
RgA	Rhinebeck silt loam, 0 to 3 percent slopes	C/D	Somewhat poorly drained	High
RkA	Rhinebeck gravelly loam, 0 to 3 percent slopes	C/D	Somewhat poorly drained	Medium

- (3) **Soil Disturbance Distribution:** Soil maps included in Appendix B support the following soil disturbance distributions:

Table 3 – Soil HSG Distribution

	Hydrologic Soil Group (HSG)			
	A	B	C	D
% Distribution	17	0	0	83

- (4) **Discussion of Soil Characteristics and Erosion Hazard Potential:** The predominant soil types crossed as part of the project are Cv – Cosad loamy fine sand, which is a HSG Type C/D soil and RkA – Rhinebeck gravelly loam, 0 to 3 percent slopes, which is a HSG Type C/D soil. Type C soils have a slow infiltration rate (high runoff potential) when thoroughly wet. These soils consist chiefly of having a layer that impedes downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

The erosion factor K is an indicator of the susceptibility of a soil to sheet and rill erosion by water. Values of K typically range from 0.02 to 0.69 with the basic interpretation that the higher the value, the more susceptible the soil is to erosion. Soils with a K equal to or greater than 0.37 are given a high erosion hazard potential. K values from 0.36 to 0.24 are given a medium erosion hazard potential where K values less than 0.24 are given a low erosion hazard potential. The K value for onsite soils range from 0.15 to 0.49 which covers the whole spectrum of erosion hazard potential. Regardless of this value or rating, the surrounding water bodies or drainage systems must be protected to the greatest extent possible from degradation due to stormwater runoff from the corridor.

IV. General Requirements of Owner / Operator

- (1) The Owner or Operator must satisfy the following criteria prior to being authorized to discharge under GP-O-20-001:
- A project review pursuant to the State Environmental Quality Review Act (SEQRA), when SEQRA is applicable
 - Where required, all necessary Department permits subject to the *Uniform Procedures Act (UPA)* (see NYCRR part 621) have been obtained, unless otherwise notified by the Department pursuant to 6 NYCRR 621.3(a)(4). Owners / operators of construction activities that are required to obtain *Uniform Procedures Act (UPA)* permits must submit a preliminary SWPPP to the appropriate DEC regional office at the time all other necessary UPA permit applications are submitted. The preliminary SWPPP must include sufficient information to demonstrate that the construction activity qualifies for authorization under this general permit.
 - The final SWPPP has been prepared and,

- iv. An NOI has been submitted to the Department in accordance with the requirements of this permit.
- (2) Prior to the start of construction activities, the Owner or Operator must identify the contractor(s) that will be responsible for installing, constructing, repairing, inspecting and maintaining the erosion and sediment control devices on site and included in the SWPPP; and the contractor(s) or subcontractor(s) that will be responsible for the construction of all post construction stormwater management practices included in the SWPPP. The Owner / Operator shall have each of these contractors and subcontractors identify at least one trained individual from their company that will be responsible for implementation, maintenance, inspection, etc. of the SWPPP and associated components. The Owner / Operator shall ensure at least one trained individual is on site on a daily basis when soil disturbance activities are being performed.
- (3) The Owner / Operator shall have each of the contractors and subcontractors identified above sign a copy of the contractor certification statement, which has been included in Appendix E.
- (4) Certifications, Inspections and Reports: The Contractor shall be responsible for complying with the requirements and conditions described in the New York State Department of Environmental Conservation SPDES General Permit for Storm Water Discharge from Construction Activity, Permit No. GP-0-20-001 (See Appendix F). A Contractor/Subcontractor SPDES Permit Certification is included in Appendix E and must be signed and certified by all contractors / subcontractors involved in earth disturbance activities. Copies of signed certifications shall be kept on site with the SWPPP.
- (5) The Owner or Owner's representative will maintain a copy of the SWPPP at the construction site throughout construction, from the beginning of construction activities through final stabilization and submission of a Notice of Termination (NOT). The Notice of Intent (NOI) for the Project must be posted at the construction site for public viewing or must be immediately available to the public if requested. The SWPPP and any reports, inspections or certifications required by the permit must be kept onsite with the SWPPP and must be made available to any authorized entity requesting the documents. Authorized entities include representatives from the NYSDEC, EPA, and/or the local MS4 receiving stormwater from the project site. The aforementioned entities must be allowed entry for inspection at the site if so requested.
- (6) The Owner or Operator must ensure that all necessary components of the SWPPP are implemented from the start of construction activity until all areas of disturbance have reached final stabilization, and the Notice of Termination has been submitted.
- (7) The Owner or Operator of the construction activity shall not disturb more than 5-acres at any one time without prior written authorization from the DEC.
- (8) The Owner / Operator shall install any additional site specific practices that may be necessary to protect water quality.
- (9) The Owner / Operator must ensure that all erosion and sediment control devices are maintained and in effective operating condition at all times.

- (10) If there is a change in the Owner / Operator, or a change in the operational control over the construction plan and specification, the original Owner / Operator must notify the new Owner / Operator in writing of the requirement to obtain permit coverage by submitting an NOI with the Department. Once the new Owner / Operator obtains coverage, the original Owner / Operator shall then submit a Notice of Termination (NOT) with the name and permit identification number of the new Owner / Operator to the Department. If the original Owner / Operator maintains ownership of a portion of the construction activity and will disturb soil, they must maintain their coverage under the General Permit.

V. Inspection and Maintenance Requirements

- (1) **Inspection Schedule:** An Owner or Operator shall have a Qualified Inspector conduct site inspection as detailed below:
- A. For construction sites where soil disturbance activities are on-going, the Qualified Inspector shall conduct a site inspection at least once every seven (7) calendar days.
 - B. For construction sites where soil disturbance activities are on-going and the owner or operator has received authorization in accordance with Part II.D.3 to disturb greater than five (5) acres of soil at any one time, the qualified inspector shall conduct at least two (2) site inspections every seven (7) calendar days. The two (2) inspections shall be separated by a minimum of two (2) full calendar days.
 - C. For construction sites where soil disturbance activities have been temporarily suspended (e.g. winter shutdown) and temporary stabilization measures have been applied to all disturbed areas, the qualified inspector shall conduct a site inspection at least once every thirty (30) calendar days. The owner or operator shall notify the DOW Water (SPDES) Program contact at the Regional Office (see contact information in Appendix F of the General Permit) or, in areas under the jurisdiction of a regulated, traditional land use control MS4, the regulated, traditional land use control MS4 (provided the regulated, traditional land use control MS4 is not the owner or operator of the construction activity) in writing prior to reducing the frequency of inspections.
 - D. For construction sites where soil disturbance activities have been shut down with partial project completion, the qualified inspector can stop conducting inspections if all areas disturbed as of the project shutdown date have achieved final stabilization and all post-construction stormwater management practices required for the completed portion of the project have been constructed in conformance with the SWPPP and are operational. The owner or operator shall notify the DOW Water (SPDES) Program contact at the Regional Office (see contact information in Appendix F of the General Permit) or, in areas under the jurisdiction of a regulated, traditional land use control MS4, the regulated, traditional land use control MS4 (provided the regulated, traditional land use control

MS4 is not the owner or operator of the construction activity) in writing prior to the shutdown. If soil disturbance activities are not resumed within 2 years from the date of shutdown, the owner or operator shall have the qualified inspector perform a final inspection and certify that all disturbed areas have achieved final stabilization, and all temporary, structural erosion and sediment control measures have been removed; and that all post-construction stormwater management practices have been constructed in conformance with the SWPPP by signing the “Final Stabilization” and “Post-Construction Stormwater Management Practice” certification statements on the NOT. The owner or operator shall then submit the completed NOT to the address in Part II.B.1 of the permit.

- E. For construction sites that directly discharge to one of the 303(d) segments listed in Appendix E of the General Permit or is located in one of the watersheds listed in Appendix C of the General Permit, the qualified inspector shall conduct at least two (2) site inspections every seven (7) calendar days. The two (2) inspections shall be separated by a minimum of two (2) full calendar days.
- F. The Qualified Inspector shall prepare an inspection report subsequent to each and every inspection. A sample inspection report has been included in Appendix E.
- G. The Qualified Inspector must notify the Owner / Operator (and appropriate contractors or sub-contractors) of any necessary corrective actions within one business day of the completion of the inspection. All reports are to be signed by the Qualified Inspector and be maintained on-site with the SWPPP.
- H. The Contractor is required to begin implementation of any required corrective actions within one business day of receiving notification from the Qualified Inspector. All corrective actions must be implemented in a reasonable time frame.
- I. The Owner or Owner’s representative is responsible for a final site inspection when the site has achieved final stabilization. Wendel or another Qualified Professional or Qualified Inspector must perform the final inspection and file a Notice of Termination (NOT) form to terminate coverage under the SPDES General Permit GP-0-20-001.

VI. Construction Phasing

- (1) **Prior to Soil Disturbance:** Before any soil disturbance may occur, the Contractor is required to install several controls. These controls include, but are not limited to, tree protection (if required), surface water protection, and any required perimeter sediment controls (i.e., silt fence). An initial site assessment and inspection shall be conducted by Wendel or another Qualified Professional prior to the commencement of construction activities to ensure all necessary controls are considered and to verify that the initial erosion and sediment control devices are properly installed and are operating as intended (see Appendix E for a sample inspection form). As construction progresses additional erosion and sediment control devices (such as temporary check dams, inlet protection, erosion control

blankets, etc.) shall be employed as site conditions dictate and as guided by the erosion and sediment control plan.

All special conditions are outlined in the project specifications, and all applicable notes have been implemented in the contract plans.

The Contractor shall perform daily site maintenance and ensure the site is well maintained at the end of each day of construction. This maintenance shall include walking the site, looking for extraneous material (litter), and checking all stormwater outfall locations downstream of disturbed areas for evidence of turbidity, sedimentation, or oil and grease in the receiving waters/storm sewer system. All debris should be collected and disposed of in an appropriate manner. Construction chemicals shall be stored in areas away from any temporary or permanent stormwater drainage facility, and in areas that are above the ground surface so that surface water runoff does not deteriorate the associated container/bag. All containers shall be adequately sealed at the end of each workday or at the end of use. Construction debris shall be stockpiled in one (1) specific area within the site that is located away from any temporary or permanent drainage facilities.

- (2) **Sequence of Construction Activities:** The Contractor must submit to the Engineer for approval, a construction / progress schedule showing the order in which the Contractor proposes to complete the work, the date on which the work on the project will start, the major items of work (earthwork, excavation, mobilization, implementation of soil erosion control measures, backfill operations, seeding and mulching operations, etc.), the critical features, and the anticipated dates for completing each task.

The Contractor's work schedule and method shall be consistent with the SWPPP or amended SWPPP. Once approved, the project schedule shall become part of the SWPPP. The focus of the method and schedule should be to prevent erosion and to prevent pollutants from the construction site from mixing with stormwater.

The following is a recommended sequence of major construction activities, erosion and sediment control tasks, and inspection activities for the project:

1. Conduct a pre-construction meeting.
2. Provide a protected onsite location for the project SWPPP and associated certifications, inspections and reports.
3. Install any required perimeter erosion and sediment control measures.
4. Stabilize any existing disturbed areas within the project area that are outside the limits of construction / soil disturbance.
5. Engage a Qualified Professional to perform an Initial Site Inspection and Assessment.
6. Engage a Qualified Inspector to conduct site inspections and complete inspection reports for the duration of construction activities.
7. Install and maintain all practices in conformance with the plans, details, and project SWPPP.
8. Clear the site and remove asphalt and concrete pavements within limits of construction.
9. Demolish designated structures and utilities.
10. Excavate and install storm sewers, stormwater management practices, and other required utilities.

11. Stabilize all denuded areas, stockpiles, and/or areas where construction activities have temporarily or permanently ceased as soon as practicable, but in no case more than 14 days after construction activity has ceased (7-days if over 5 acres are disturbed at one time).
 12. Install asphalt and concrete pavements for roadway, driveways, and walkway.
 13. Restore soil in accordance with Section 5.1.6 of the Stormwater Management Design Manual. Full restoration is required in areas of cut or fill and in areas that have been compacted by construction equipment.
 14. Install final stabilization and seeding/mulching.
 15. When vegetation is established and site is stable, remove silt fence and other temporary erosion control measures that remain and reseed / repair any area damaged during removal.
 16. When site has reached final stabilization (80% uniform vegetative cover), engage a Qualified Professional or Qualified Inspector to conduct a final site inspection and file a Notice of Termination to terminate permit coverage.
- (3) **Pollution Prevention Measures:** Pollution prevention measures shall be used to prevent construction materials with the potential for adversely affecting stormwater from entering the storm sewer system. Some potential construction materials with the potential for polluting stormwater include, but are not limited to: sediments, equipment fuel, solvents, lubricants, asphalt, concrete, hazardous waste, trash, and demolition debris. Also, prevention measures should address any contaminated soil that may be present on the project site.

Pollution prevention includes good housekeeping measures and proper disposal of construction materials and contaminated soil. Typical measures applicable to this project site may be summarized as follows:

Construction Waste

- Collect, remove and dispose of waste at designated disposal area.
- Designate a contained disposal area on site.
- Use good housekeeping practices, (i.e., clean spills up immediately, provide and use container with lids, and arrange for refuse pickup before the containers reach capacity).

Hazardous Waste Disposal

- Determine what the requirements are for disposing waste materials by checking with authorities in waste management.
- Follow the manufacturer's recommended method for disposal.
- Communicate plan for disposal with the regulating authorities.
- Use good housekeeping practices.
- To prevent hazardous contaminants from entering waterways, all construction equipment and vehicles will be staged as far from stormwater receivers, creek beds, creek banks, etc. as practical.
- All instances of equipment refueling and staging of fuels shall take place in a manner consistent with relevant regulations and safety practices.
- In addition, all excess or staged materials will be surrounded by silt fencing, covered, stabilized, or promptly removed to prevent sediment migration.

Contaminated Soils

- Communicate plan for disposal with the regulating authority.
- Identify a licensed and insured waste transporter.
- Designate and design a staging area.
- Determine what the regulations are for disposing of contaminated soil by checking with State regulatory agency or consult with private firms specializing in disposal of contaminated soil.

Sanitary Sewer Waste

- Treat or dispose of waste according to State or local requirements.
- Do not bury or discharge untreated waste on site.
- Use good housekeeping practices to avoid illicit discharges.
- Use temporary facilities to contain waste prior to having waste haulers transport waste offsite. Communicate with the municipality if discharging waste into sanitary sewer system.

Solvents, Lubricants and Petroleum Products

- Use good housekeeping practices (i.e., contain and clean up spills immediately, construct dikes to contain spills, use preventive maintenance to fix gas or oil leaks from construction vehicles and monitor filling procedures).

Concrete Disposal

- No wet or fresh concrete shall be allowed to escape to any waterways, nor shall washings from concrete trucks, mixers, or other devices be allowed to enter any stormwater conveyance systems. Prevent concrete wash water from polluting stormwater by erecting a temporary concrete washout area per project plans and details.

A spill management plan that addresses potential spillage at the site should be generated by the contractor. The documented plan should entail stopping the initial source of the spillage, containing and cleaning up spillage immediately, and disposing of contaminated materials through the proper channels and authorities.

Construction and waste materials expected to be stored on-site consist of materials and equipment typically used to construct water distribution systems, stormwater systems, and to complete associated site improvements. Materials generally consist of soil, stone, piping, fittings, concrete, asphalt, etc. Equipment generally consists of light earth moving equipment, trenching equipment, compaction equipment, and fine grading equipment.

VII. Erosion and Sediment Control Measures

- (1) **Erosion and Sediment Control Plan:** Erosion and Sediment Controls have been developed in accordance with the NYSDEC's technical standards from the New York Standards and Specifications for Erosion and Sediment Control. The erosion control plan, as described in the various erosion and sediment control tables, limits the amount of area exposed prior to stabilization, diverts drainage runoff from adjacent areas away from and around the construction site area, and employs various sediment control methods chosen for the site based on site

characteristics and include items such as silt fence, check dams, considerations for stream crossings, re-vegetation and mulching requirements, and erosion control blankets.

- (2) **Temporary Erosion and Sediment Control Measures:** Temporary provisions for erosion and sediment control are shown on the contract plans and are included in Appendix G. The following temporary controls will be utilized, or employed if required, based on the conditions of the project:

Temporary Stabilized Construction Entrance/Exit – Temporary construction entrances will be placed as necessary and maintained to minimize the tracking of soils offsite. During and/or immediately following wet weather events, it may become necessary to wash the tires of construction vehicles prior to exiting the project site if material is being tracked offsite, as determined by the Qualified Inspector, Qualified Professional and/or the NYSDEC.

Temporary Soil Stockpiles – Temporary topsoil stockpile areas will be protected with perimeter silt fencing and seeded as soon as possible to minimize the potential for sediment transport and erosion. Where possible, topsoil will be placed the day it is brought to the site to eliminate the need to store these highly erodible stockpiles.

Equipment / Material Storage Areas – Equipment and material storage areas will be provided by the Contactor as required to complete the project and shall be at locations determined by the contractor (see Section IV, Construction Phasing). The storage areas will be graded to ensure that any material spillage shall be directed away from entering the storm drainage system. In addition, any identified chemical (oil, grease, etc.) spills shall be addressed immediately and appropriate local officials contacted if necessary.

Silt fence/Compost Filter Sock – Silt fence/compost filter sock shall be installed as a minimum requirement where practical to filter potential sediment-laden runoff. If site conditions warrant, additional erosion and sediment control practices shall be installed. Silt fence and compost filter sock can be used as both linear protection measures and as inlet protection in turf areas.

Erosion Control Blankets – Erosion control blankets shall be installed on all slopes 3:1 or greater, and where other conditions may warrant. Erosion control blankets will protect unstabilized earth from erosion while promoting the establishment of vegetation.

Check Dams – Check dams shall be placed as necessary and maintained to minimize erosion in a drainage channel by restricting the velocity of flow in the channel. Check dams are to be used when permanent stabilization is impractical due to short period of usefulness and time constraints of construction.

Catch Basin Inserts – Catch basin inserts are sediment trapping devices that can be installed in both existing and proposed drainage structures to help reduce the potential of sediment laden water being transported from the site. Placing filter fabric between the frame and grate of a drainage structure is not an acceptable inlet protection configuration.

- (3) **Permanent Erosion and Sediment Control Measures:** Permanent controls are those that will remain after construction completion. Given the scope and nature of this project, construction will result in an increase in impervious area but will not result in an increase to the pollutant load on receiving waters; therefore, permanent stormwater management practices are not required. The only permanent controls employed on this project will be top soiling, seeding, and mulching to establish a healthy stand of vegetation to prevent erosion. All areas will be restored to their pre-construction conditions, or better.
- (4) **Applicable Standard Sheets and Special Details:** Dimensions and installation details for erosion and sediment control practices are shown in Appendix C. Appendix C includes the applicable information from the New York State Standards and Specifications for Erosion and Sediment Control, also known as the NYSDEC's "Blue Book".
- (5) **Installation Sequence:** The Contractor is responsible for the implementation of all erosion and sediment control features. The schedule of these installations will be as outlined by the contractor or as shown in Section VI.
- (6) **Maintenance Schedule:** The Contractor under contract for the installation of erosion and sediment control measures shall be responsible for their continued maintenance, operation and ultimate removal of temporary measures. This designated party shall also be responsible to remedy any component of the SWPPP that is in need of maintenance, repair, or replacement. Inspections shall be conducted as outlined Sections IV & V of the SWPPP, or as outlined in the erosion and sediment control details included in Appendix C. The measures shall be maintained as required by the NYS Standards and Specifications for Erosion and Sediment Control, the Stormwater Management Design Manual, and/or as directed by the engineer / Qualified Professional.
- (7) **SWPPP Implementation Responsibilities:** As applicant, **Erie County** will ultimately be responsible for ensuring the implementation of all components of the SWPPP and for meeting the conditions of the SPDES General Permit GP-0-20-001. These responsibilities are outlined under Section V, inspection and maintenance requirements. While the Owner/Operator is ultimately responsible for ensuring compliance with the General Permit, the Contractor is responsible to include in his bid the costs for any/all erosion and sediment control measures, their maintenance, repair and ultimate removal, and for Qualified Professionals/Qualified Inspectors to perform the required inspections and generate the reports/certifications required by the General Permit.

VIII. Existing Watershed Information

Stormwater runoff from the site generally flows into three different catchments that all ultimately drain to Lake Erie. The southern-most catchment collects runoff into a closed drainage system along Lake Shore Road. It travels north and discharges directly to Delaware Creek just south of the Lake Shore Road and Lake Street intersection. From here, storm water converges with Delaware Creek and travels northwesterly, approximately 1,000 LF to Lake Erie. This enclosed system will remain untouched by the construction activities of this project. There is minor shoulder expansion and walkway work with new striping being constructed for the length of our project within this drainage area.

The next catchment to the north is referred to as the Hickory system. This catchment collects runoff from the east and some parcels to the west in an old storm system along Lake Shore Road. This existing system crosses Lake Shore Road at Hickory Road with an 18" corrugated metal pipe that ends underground at the edge of the Lake Erie shoreline. The outfall was not located during multiple field investigations so a review of record plans and research on other existing storm outfalls in the area was performed. It was determined that the end of this pipe is likely perforated, and the storm flows infiltrate into the soils along the lake and eventually drain into the lake itself. As part of this construction, the outfall will be abandoned, and a new connection will be made to the system draining to Delaware Creek. This system will continue south past its current limit of Hickory Road and connect to a 36"x60" corrugated metal squash pipe crossing Lake Shore Road at a 7' diameter existing structure. This pipe conveys a small tributary from Delaware creek to an outfall on Ahlers. This outfall then travels northwesterly, approximately 700 LF to Lake Erie.

The northern portion of the project is referred to as the Big Sister system since this catchment drains north to Big Sister Creek. Runoff from the east communities sheet flow to the low-lying areas and eventually collects in the drainage system along Lake Shore Road. In this area, the Lake Erie Dunes are present to the west introducing a minor area of runoff with a highly erodible soil. This then sheetflows across Lake Shore Road to the system currently located on the east side of the street. The overall drainage pattern of this catchment will remain the same with the improvements from our project, collecting runoff and flowing north to Big Sister Creek where it will flow northwesterly for approximately 2,400 LF to Lake Erie. The existing 18" corrugated metal outfall will be properly sized and increased to handle the calculated flow rates of the system.

The NYSDEC Environmental Resource Mapper was used to determine the location and number of classified waterways that are in the project vicinity. Stream classification maps have been included in Appendix A.

Table 4 – Receiving Water Bodies

<i>Approximate Station of Crossing</i>	<i>Method of Stormwater Conveyance</i>	<i>Receiving Body of Water</i>	<i>Stream Class</i>
SLS 22+80	River/Stream	Delaware Creek	B
LS 13+22	Culvert Flow	Unnamed Tributary to Delaware Creek	B
LS 63+66	River/Stream	Big Sister Creek	B

IX. Post Construction Stormwater Control Practices

Stormwater management facilities have been designed in accordance with the following guidelines/regulations:

- New York State Stormwater Design Manual (SMDM), January 2015.
- State Pollution Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activities (GP-0-20-001).
- New York State Standards and Specifications for Erosion and Sediment Control, July 2016.

The SPDES General Permit requires:

- 24-hour extended detention of the post-developed, 1-year, 24-hour storm (Cpv),
- Quantity controls to reduce post-developed peak runoff rates from the 10-year (Qp) and 100-year (Qf), 24-hour storms to equal to or less than pre-developed conditions.
- Water Quality (WQv) treatment for a calculated volume of stormwater runoff, and
- A reduction in runoff from the site (RRv) equal to the WQv or at least equal to the calculated minimum (RRv min) with justification.

- (1) Water Quality and Runoff Reduction: The General Permit requires projects to utilize the design manual to provide practices to improve water quality by capturing and treating 90% of the average annual stormwater runoff volume. The design manual also requires a reduction of runoff volume to replicate pre-development hydrology more closely. This Runoff Reduction Volume (RRv) is achieved by application of green infrastructure practices and is naturally provided in some standard practices. The target volume for reduction is the entire WQv. However, when reduction of the target WQv cannot be achieved, a reduced RRv may be calculated and met as a minimum.

This road project has a project area that encompasses the 49.5' right-of-way of Lake Shore Road for approximately 2.9 miles accounting for a site area of 13.14 acres. Within this area, approximately 1.95-acres will be disturbed during construction, including 0.61-acres of existing impervious area. This disturbance includes the scattered full depth reconstruction of the travel lanes, the full depth construction of the shoulders, and all drainage related work including the construction of the concrete gutter system. The approximate 2.46-acres of mill and overlay operations do not count towards the area of disturbance based on the definition in the general permit.

From the SPDES General Permit, Table 1 of Appendix B contains a list of construction activities where a SWPPP that only includes erosion and sediment controls will be required. As previously stated, the construction of the new 1'to 4' shoulders along the entire length of the project falls under *"Sidewalk, bike path, or walking path projects, surface with an impervious cover, that includes incidental shoulder or curb work along an existing highway to support construction of the sidewalk, bike path, or walking path"*. The new concrete gutter and replacement of driveways and driveway aprons falls under *"installation of underground, linear utilities; such as gas lines, fiber-optic cable, cable TV, electricity, telephone, sewer and water mains"*. These two construction activities account for approximately 0.86-acres of impervious area. Of that 0.86-acres, 0.41-acres represents reconstructed existing impervious area while 0.45-acres represents new impervious area. However, since these activities fall under Table 1, post-construction controls are not required, and this impervious area is not included in calculations or on the eNOI. An email correspondence with Bill Murray from NYSDEC Region 9 can be found in Appendix G that concurs with this analysis of the different construction activities of the site.

Based on New York State Department of Transportation Highway Design Manual, approximately 0.20-acres will require full depth reconstruction. This would fall under an activity listed in Table 2 of the General Permit, which requires post-construction stormwater controls. This activity is, *"Road construction or*

reconstruction, including roads constructed as part of construction activities listed in Table 1". This 0.20- acres section of Lake Shore Road is required to meet the post-construction stormwater controls of the general permit. The reconstructed impervious area remains the same under proposed conditions which classifies the project as redevelopment with no increase in impervious area.

Chapter 9 of the SMDM discusses the alternative sizing criteria that may be applied to Redevelopment Activity. For Water Quality, the project is proposing to use an alternative practice (hydrodynamic separator) to meet redevelopment Water Quality objectives. Using the GI worksheets in Appendix G, the total amount of full depth reconstruction requires 694 cf, or 0.016 ac-ft of treatment.

The site was analyzed to find an appropriate location within the affected catchment for a proprietary unit that would be able to treat the required WQv for the entire project. A final location was chosen directly adjacent to the full depth reconstruction area (Structure DS1-2), just upstream of the connection to the culvert crossing for the unnamed tributary of Delaware Creek. From the storm pipe sizing calculations for this location, the structure has a 1.89-acre drainage area. Of this drainage area, 1.0-acre (53%) is impervious. The drainage area includes portions of the full depth reconstruction, new widened shoulders, driveways, homes, yards, and new pedestrian walkway along Lake Shore Road. The WQv of the catchment at this structure is 0.083 ac-ft, or 3,636 cf, which exceeds the 694 cf or 0.016 ac-ft requirement for the project. This calculation can be found in Appendix G.

Using this approach, the provided WQv exceeds the required WQv. This provided WQv was converted to a Water Quality Volume Flowrate (WQvf). The WQvf required to meet the WQv of this structure was calculated at 1.10 cfs. A First Defense High-Capacity Model FDHC-4 from Hydro-International would meet the WQvf requirements. This model meets the requirements for the pipe diameter and orientation of the inlet and outlet pipes. It provides treatment for a WQvf of up to 1.50 cfs, which well exceeds the WQv requirements for this location.

This unit, make, and model is currently proposed and shown on the plans. The size of the structure is driven by the WQvf and the size of the pipe proposed to be installed. There are other hydrodynamic units available, so if an approved equal is proposed during construction, the product must have the invert in equal to the invert out, must work without external bypass, and must be able to accept multiple inlet pipes at multiple angles.

Runoff Reduction (RRv) is not required for redevelopment. WQv summaries are provided in the tables below and all calculations are provided in Appendix G.

Table 5 – Water Quality and Runoff Reduction Summary

<i>Practice</i>	<i>Total WQv Required (ac-ft / cf)</i>	<i>RRv min (ac-ft / cf)</i>	<i>RRv Provided (ac-ft / cf)</i>	<i>WQv Treated (ac-ft / cf)</i>
Hydrodynamic Unit	0.016 / 694	N/A	N/A	0.083 / 3,636

Table 6 – Practice Summary – Alternative Practice

Stormwater Management Practice	Water Quality Volume Flowrate Required (cfs)	Water Quality Volume Flowrate capacity of Hydrodynamic Unit (cfs)
FDHC-4 by Hydro-International	1.10	1.50

- (2) **Water Quantity:** The General Permit requires various controls to protect stream channels, prevent an increase in frequency of out-of-bank flooding, and prevent the increase of flood damage from large storm events. The stream Channel Protection Volume (Cpv) protects stream channels from erosion by providing 24-hour extended detention of the post-developed, 1-year, 24-hour storm event. Overbank Flood Control (Qp) is typically achieved by providing storage (detention) to attenuate the post development, 10-yr, 24-hour peak discharge rate to predevelopment 10-yr, 24-hour peak discharge rates. Similarly, Extreme Flood Control (Qf) is typically achieved by providing storage (detention) to attenuate the post development, 100-yr, 24-hour peak discharge rate to predevelopment 100-yr, 24-hour peak discharge rates.

The site consists of the right-of-way in Lake Shore Road between Evans Town Park and Bennett Beach Access. Under existing conditions, the redevelopment portion of the site has approximately 0.20-acres of impervious cover. Under proposed conditions, the site will also have approximately 0.20-acres of impervious cover. This no change in impervious cover classifies the project as redevelopment with no increase in impervious area.

For Redevelopment Projects, if the development activity results in no net change to hydrology, or no increase to the discharge rate from the project site, the Cpv, Qp, and Qf criteria do not apply. Since there are no changes to ground surface, quantity controls are not required or provided. A Quantity Control summary table is provided below and calculations confirming no increase to the discharge rate are provided in Appendix G.

Table 8 – Project Quantity Control Summary

Quantity Controls	Cpv Req'd. (ac-ft)	Cpv Provided (ac-ft)	Ext. 1-yr (cfs)	Prop. 1-yr (cfs)	Ext. 10-yr (cfs)	Prop. 10-yr (cfs)	Ext. 100-yr (cfs)	Prop. 100-yr (cfs)
Project Total	N/A	N/A	0.47	0.47	0.77	0.77	1.26	1.26

- (3) **Stormwater Conveyance:** The proposed onsite storm sewer system is designed to convey the 25-yr storm event from roadway and adjacent parcel runoff into the reconstructed public road system within Lake Shore Road. Site specific Intensity-Duration-Frequency (IDF) information was acquired from the NRCS website (precip.net) and entered into the Hydraflow Storm Sewers program that comes with Civil3D. The program uses the Rational Method to size storm pipe networks based on peak flows. Pipe sizes, inverts, lengths and slopes are shown on the project plans and calculations are included in Appendix G.

- (4) Maintenance of Post-Construction Stormwater Control Practices: The practices installed to meet the Water Quality and Quantity control requirements of the permit will require regular maintenance to maintain optimal performance. To facilitate this maintenance, an Operation and Maintenance Plan has been included in Appendix H. The plan discusses recommended maintenance activities for drainage inlets (catch basins and manholes) and hydrodynamic units, soil restoration, landscaping, and driveway care, as well as provides additional operation and maintenance guidance from the hydrodynamic unit manufacturer.

Appendices A through I are not included
but may be reviewed upon reasonable request:

Wendel
Centerpointe Corporate Park
375 Essjay Road, Suite 200
Williamsville, NY 14221

Contact Sheila Ransbottom at
716-688-0766 to set up an appointment.

A full copy of the SWPPP will be provided
to the Contractor after award of bid.