

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

FOUR ROD ROAD BRIDGE BR-356-01 OVER LITTLE BUFFALO CREEK (BIN 3328050)

TOWN OF MARILLA

PROJECT NUMBER FA-5763.37-25, PIN 5763.37

ERIE COUNTY, NEW YORK

BIDS RECEIVED: [March 27, 2025](#)

AT: [10 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**

FEDERAL AID PROJECT

FOUR ROD ROAD BRIDGE BR-356-01 OVER LITTLE BUFFALO CREEK (BIN 3328050)

TOWN OF MARILLA

PROJECT NUMBER FA-5763.37-25, PIN 5763.37

Erie County, New York

District – ***Aurora District***

Type of Construction – ***Bridge replacement project with associated highway approach work***

Standard Sheets – ***As shown as on the Cover Sheet of the plans.***

Completion Date – ***November 30, 2026.***

Deposit Required – ***\$110,000***

Pre-Let Meeting – ***March 20, 2025, 10am - 95 Franklin St, Room 1419A, Buffalo, NY 14202***

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:

Jonathan DePlanche 95 Franklin St, Room 1400, Buffalo, NY 14202 or Jonathan.DePlanche@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 5 %. The NYSUCP DBE Directory is located at:

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

TABLE OF CONTENTS

<i>INFORMATION FOR BIDDERS</i>	<i>IB 1 - IB 10</i>
<i>SPECIAL INSTRUCTIONS TO THE CONTRACTOR</i>	<i>SI 1- SI 88</i>
<i>LOCALLY ADMINISTERED FEDERAL AID CONTRACT REQUIREMENTS</i>	<i>FA 1 – FA 33</i>
<i>SPECIAL SPECIFICATIONS</i>	<i>SS 1- SS-12</i>
<i>AGGREGATE SOURCES</i>	<i>AS-1</i>
<i>WAGE RATES-</i> <i>- NYSDOL Prevailing Wage Rates</i> <i>- Davis-Bacon Wage Rates</i>	<i>WR 1- WR 93</i>
<i>CONTRACTOR'S PAYMENT CERTIFICATION</i>	<i>CP 1</i>
<i>ITEMIZED PROPOSAL</i>	<i>IP 1- IP 20</i>
<i>LOCAL LAW 2-2021</i>	<i>ILL-1, LL-1 – LL-9</i>
<i>EXPERIENCE QUESTIONNAIRE</i>	<i>Q 1 - Q 31</i>
<i>DRUG AND ALCOHOL TESTING PROGRAM COMPLIANCE</i>	<i>DA 1</i>
<i>LOCAL LAW 3-2018 APPRENTICESHIP TRAINING PROGRAM FORM</i>	<i>ATP 1</i>
<i>APPRENTICESHIP UTILIZATION CERTIFICATION FOR FINAL PAYMENT</i>	<i>AU 1</i>
<i>PAY EQUITY CERTIFICATION EXECUTIVE ORDER #13</i>	<i>PEC 1</i>
<i>LOCALLY ADMINISTERED FEDERAL AID CONTRACT FORMS</i>	<i>FAF 1 – FAF 8</i>
<i>ERIE COUNTY CONSTRUCTION CONTRACT AGREEMENT</i>	<i>C1 - C8</i>

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.

REVISED 5/14/2012

FORM OF PERFORMANCE, LABOR, AND MATERIALS BOND. The form of the performance, labor and material bond shall be the County's form, exhibit "PB I" 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 5%. 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 31)
- 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-16](#)
 - Execute the proposal by signing on [IP-19 and completing IP-20](#)
- 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 8)

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 pages SI-N/A through SI-N/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 page SI-N/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 \$2,500.00 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>
404.0189	TRUING & LEVELING F9, ASPHALT, 80 SERIES COMPACTION
404.0983	9.5 F3 TOP COURSE ASPHALT, 80 SERIES COMPACTION
404.1989	19 F9 BINDER COURSE ASPHALT, 80 SERIES COMPACTION
404.3789	37.5 F9 BASE COURSE ASPHALT, 80 SERIES COMPACTION
407.0103	STRAIGHT TACK COAT
608.020102	ASPHALT SIDEWALKS, DRIVEWAYS 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 AND DISPOSAL
203.03	EMBANKMENT IN PLACE
203.07	SELECT GRANULAR FILL
203.21	SELECT STRUCTURE FILL
206.01	STRUCTURE EXCAVATION
206.0201	TRENCH AND CULVERT EXCAVATION
304.12	SUBBASE COURSE, TYPE 2
404.0189	TRUING & LEVELING F9, ASPHALT, 80 SERIES COMPACTION
404.0983	9.5 F3 TOP COURSE ASPHALT, 80 SERIES COMPACTION
404.1989	19 F9 BINDER COURSE ASPHALT, 80 SERIES COMPACTION
404.3789	37.5 F9 BASE COURSE ASPHALT, 80 SERIES COMPACTION
490.30	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE

555.0012	FOOTING CONCRETE, PERFORMANCE - INTERNAL CURE
555.0022	CONCRETE FOR STRUCTURES, PERFORMANCE - INTERNAL CURE
555.9901	PERFORMANCE CONCRETE QUALITY ADJUSTMENT - FOOTING CONCRETE
555.9902	PERFORMANCE CONCRETE QUALITY ADJUSTMENT - CONCRETE FOR STRUCTURES
557.1013	STRUCTURAL APPROACH SLAB WITH INTEGRAL WEARING SURFACE - TYPE 3 FRICTION
557.1113	SUPERSTRUCTURE SLAB WITH INTEGRAL WEARING SURFACE BOTTOM FORMWORK REQUIRED - TYPE 3 FRICTION
608.020102	ASPHALT SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS, AND VEGETATION CONTROL STRIPS
610.1402	TOPSOIL - ROADSIDE
610.1403	TOPSOIL – LAWNS
623.11	CRUSHED GRAVEL (IN-PLACE MEASURE)

5. PG BINDER AND MIX DESIGN LEVEL

See Attached Notes. PG Binder 64V-22 is intended for mainline travel lanes and shoulders on Four Rod Road. PG Binder 64S-22 is intended for shim courses, driveways, vegetation control strips and other miscellaneous paving.

6. MIX DESIGN

The mixture designs must be developed in accordance with the criteria specified in the HMA items that are appropriate for an Estimated Traffic Level of < 30 Million ESALs. The ESALs calculation came out to be approximately 1.2M ESALs.

7. FUEL AND ASPHALT ADJUSTMENT ITEMS

Price adjustments will be made for eligible work listed in the attached tables in the contract proposal.

8. STEEL PRICE ADJUSTMENT ITEM

The following items/materials permanently incorporated into the work are eligible for steel and iron price adjustment.

ELIGIBLE MATERIALS

- Structural Steel
- Reinforcing Steel (in superstructures or substructures)
- Shear Studs
- Dowel Bars
- Load Transfer Devices
- Bridge and Guide Railing
- Sheet Piling and Cofferdams
- Piling
- Utility Frames, Grates & Covers

Steel and iron price adjustments will be calculated in accordance with Section 698 Price Adjustments. Eligible materials include major components of items for which the weight of the steel and/or iron can be simply determined from manufacturer's/supplier's data or shipping weights and exclude minor appurtenances individually weighing less than 5 lbs. (i.e. nuts, bolts, washers, etc.). Eligible precast or prestressed concrete items shall have total reinforcing steel weight listed on the approved shop drawings. The Engineer will determine the mass of eligible materials from the following sources, in declining order of precedence; approved shop drawings, contract documents, industry standards (i.e. Steel Manual, AWWA Standards, etc.) and manufacturer's data.

9. PERMITS

The County has received the following permits for this project:

- NYSDEC - Article 15 Stream Disturbance
- USACE - Sec 404 Clean Water Act
- USACE - NWP #3 (Maintenance)
- Town of Marilla Building Permit for floodplain development

The permits are included in the Special Instructions to the Contractor section starting on page SI-27.

NYSDEC has indicated in-stream work restriction dates for Little Buffalo Creek are October 15th through May 15th.

The Town of Marilla has indicated their floodplain development conditions are met by the conditions in the NYSDEC permit.

In addition, the trees will need to be cut down before March 31, 2025, or between November 1, 2025, and March 31, 2026, based on the regulations surrounding the Northern Long Eared Bat.

10. 210 SERIES ITEMS

The Contractor is cautioned that materials containing asbestos are believed to exist at various locations on or in certain structures of this contract. These materials were noted on the original contract plans of the structure and/or during field inspections.

Work to be performed under this contract may require the disturbing, destruction or removal of materials containing asbestos. The suspect asbestos containing materials are layers of tar paper and a two-inch premoulded expansion joint material. Both suspected materials are located beneath the concrete slab and behind the steel beams on the abutment. If the materials are accessible after the removal of the superstructure they shall be sampled and tested. If the materials contain asbestos, they shall be removed and disposed of in accordance with item 210.3302 Removal and disposal of bond breaker/filler ACM. Should the Contractor be forced to disturb in any way any such materials, the Contractor shall first be familiar with Industrial Code Rule 56 of the N.Y.S. Department of Labor. The Contractor shall also obtain written permission of the Erie County DPW.

11. COORDINATION WITH THE UTILITY SCHEDULE

The Contractor must coordinate his schedule of operations with the various Utility owners involved with the project and shall verify utility information found in the contract documents. Utility adjustment and/or relocations required by the various Utility owners in connection with this project include:

National Fuel Gas Distribution Corporation

The existing and proposed gas mains are shown on the plans. There is an existing 2" gas main attached to the downstream fascia of the existing bridge. This existing gas main will be capped at either end off the bridge by National Fuel. Once the line on the bridge is abandoned and confirmed to be empty it will be removed during superstructure removal. National Fuel indicated a temporary gas line will not be required. A new 4 NPS Dia. gas main will be installed by National Fuel Gas Distribution Corporation within the downstream fascia bay of the proposed bridge and will be connected to the existing gas main on Four Rod Road.

The County will supply utility supports as part of the proposed bridge superstructure. The gas line, utility hangers, and link seals shall be provided by National Fuel Gas Distribution Corporation.

The gas main will not be removed from service between October 1st and May 1st.

Erie County Water Authority (ECWA)

No relocations or adjustments are anticipated. ECWA is shown in this note for completeness.

New York State Electric and Gas Corporation (NYSEG)

No relocations or adjustments are anticipated. NYSEG is shown in this note for completeness.

Verizon

No relocations or adjustments are anticipated. Verizon is shown in this note for completeness.

Spectrum Cable/Charter Communications

No relocations or adjustments are anticipated. Spectrum is shown in this note for completeness.

In addition to the above itemized revisions, other relocations may become necessary during the construction phase as a result of more precise location data or other changes that might develop. These relocations are to be performed by the Utility owners with coordination by the Contractor.

12. WINTER SHUTDOWN

The Four Rod Road Bridge must be fully opened to traffic during the Winter Shutdown Period (November 30, 2025, through April 1, 2026). Liquidated Damages, as laid out in Section 18 on SI 6, shall apply for each day the road is not open during the winter shutdown period.

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.XXXXXRR
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

PG BINDER AND MIX DESIGN LEVEL

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

PG BINDER

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

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

Where:

R_{3.2} is % recovery at 3.2 kPa

J_{nr3.2} is the average non-recoverable creep compliance at 3.2 kPa

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

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

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

MIX DESIGN

The mixture designs must be developed in accordance with the criteria specified in the asphalt pavement items that are appropriate for the Mixture Design Level of **75 Gyration**s.

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

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	Milling
Shoulders	

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 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

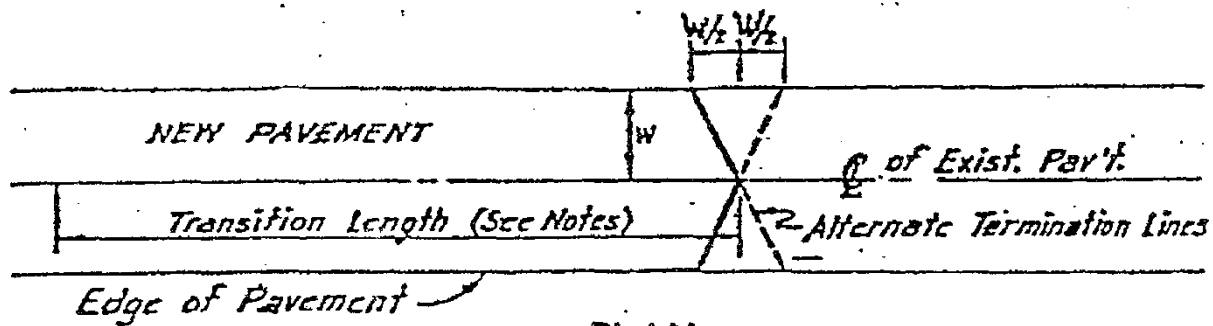
The Fire, Police and Postal Authorities for the areas concerned in this contract shall be notified in advance of the beginning of construction of the proposed schedule and shall be kept appraised of progress of the work in order to coordinate and maintain sufficient Fire and Police protection and Postal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

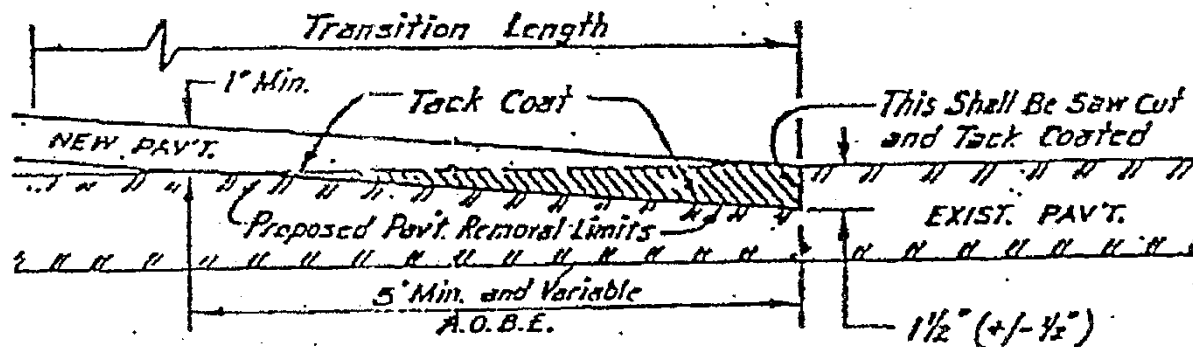
J. "BUTT" JOINTS FOR ASPHALT CONCRETE TRANSITIONS

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.:

SUPERINTENDENT:

ERIE COUNTY

DATE:

[illegible][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

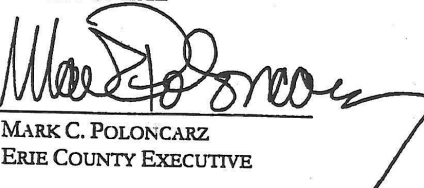
WHEREAS, through the enforcement of current state and federal laws that ban unequal pay for equal work, Erie County can help ameliorate the many negative consequences of pay inequality, thereby improving the

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



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS BUFFALO DISTRICT
478 MAIN STREET
BUFFALO, NY 14202-3278

September 25, 2024

Regulatory Branch

SUBJECT: Department of the Army No. LRB-2024-00703, Nationwide Permit No. 3 as Published in the Federal Register, Volume 86, No. 8 on Jan. 13, 2021 and No. 245 on Dec. 27, 2021.

Erie County DPW
Jon DePlanche
95 Franklin St
Buffalo, NY 14202

Dear Mr. DePlanche:

This pertains to your application for a Department of the Army permit to replace an existing bridge located on Four Rod Road over the Little Buffalo Creek, in the Town of Marilla, Erie County, New York. The proposed project is to replace the existing bridge with a steel multi-girder bridge. The new abutments will be constructed outside/behind the existing abutments providing more waterway opening. The project will result in the discharge of 16 cubic yards of heavy stone fill placed below the ordinary high water (OHW) elevation along 107 feet of Little Buffalo Creek and 6.3 square feet of stone material in Wetland A. The stone will taper from the edge of channel up to the new abutments matching the slope of the surrounding channel banks. See Sheets 1-6 of 6 attached.

Specifically, I refer to the pre-construction notification (PCN) you submitted requesting Department of the Army (DA) authorization. More than 45 calendar days have passed since your complete PCN was received. In accordance with 2021 Nationwide Permit General Condition 32 (a) (2), since you did not receive written notice from the district or division engineer prior to this date you were authorized to begin your activity under Nationwide Permit (NWP) 3, provided any required individual water quality certification (WQC) or coastal zone management (CZM) consistency concurrence were obtained from the state agencies that administers those programs.

In regard to WQC, an individual WQC is not required as the blanket WQC issued by the NYS Department of Environmental Conservation and incorporated into the NWP applies.

In regard to (CZM) consistency concurrence, your project is not located within the coastal zone and therefore CZM requirements do not apply.

However, to comply with NWP general condition #18 specific to endangered species and general condition #20 specific to historic properties an evaluation of these resources was performed. As a result, the PCN provided documentation that consultation under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic

Regulatory Branch

SUBJECT: Department of the Army No. LRB-2024-00703, Nationwide Permit No. 3 as Published in the Federal Register, Volume 86, No. 8 on Jan. 13, 2021 and No. 245 on Dec. 27, 2021.

Preservation Act (see 33 CFR 330.4(g)) have been completed by the lead federal agency, Federal Highway Administration (FHWA). I have reviewed the material and have determined that the consultation is complete.

Again, you were authorized to begin your activity under Nationwide Permit (NWP) 3. However, it is incumbent upon you to construct your activity in compliance with the terms and conditions of the NWP (see attached). The NWPs expire on March 14, 2026 unless the NWP is modified, suspended, revoked, or the activity complies with any subsequent permit modification. It is your responsibility to remain informed of changes to the NWP program. A public notice announcing any changes will be issued when they occur and will be available for viewing at our website: <http://www.lrb.usace.army.mil/Missions/Regulatory.aspx>. Note, that if your activity is not undertaken within the defined period or the project specifications have changed, you must immediately notify this office to determine the need for further approval. Your initiation of work as authorized by the enclosed NWP acknowledges your acceptance of the general and regional conditions contained therein. This does not obviate the need to obtain any other project specific Federal, state, or local authorization.

A copy of this correspondence has been provided via email to Ms. Krista Greer at JM Davidson Engineering, D.P.C.

Questions pertaining to this matter should be directed to me at 716-879-4350 or by writing to the following address: U.S. Army Corps of Engineers Regulatory Branch 478 Main Street, Buffalo, NY 14202 or by e-mail at: charlotte.v.buechi@usace.army.mil.

Sincerely,

BUECHI.CHARLOTTE.V.163563
6609

Digitally signed by
BUECHI.CHARLOTTE.V.163
5636609
Date: 2024.09.25 14:07:16
-04'00'

Charlotte Buechi
Biologist

Enclosures

Cc: Ms. Krista Greer, JM Davidson Engineering, D.P.C.

Nationwide Permit 3
Maintenance

Table of Contents:

A. Nationwide Permits Index

B. Nationwide Permit 3 – Maintenance

- **Specific NW terms and notification requirements**
- **Buffalo & New York Districts Specific NWP Regional Conditions**
- **Specific NWP Water Quality Certification**
- **NYSDOS Specific NWP Coastal Zone Consistency Determination**

C. Nationwide Permit General Conditions 1-32

D. District Engineer's Decision

E. Further Information

F. Definitions

G. Buffalo and New York District Regional General Conditions A-F (applicable to all NWPs)

H. NYSDEC General Water Quality Conditions (applicable to all NWPs for which Water Quality Certification has been provided)

I. NYSDOS Coastal Zone Management Consistency Additional Information (applicable to all projects located within the NYS Coastal Zone)

J. Information on Nationwide Permit Verification

K. Agency Contact Information

ENCLOSURE 1: New York State Regulatory District Boundary Map

ENCLOSURE 2: NYC Water Supply – East of Hudson Watershed (for NY District Regional Conditions)

ENCLOSURE 3: Commercial Mooring Buoy Application Additional Information (for NY District Regional Conditions – not applicable within Buffalo District)

ENCLOSURE 4: Incident Report of Sea Turtle Take (for NY District Regional Conditions – not applicable within Buffalo District)

A. NATIONWIDE PERMITS INDEX:

1. Aids to Navigation
2. Structures in Artificial Canals
3. Maintenance
4. Fish and Wildlife Harvesting, Enhancement and Attraction Devices and Activities
5. Scientific Measurement Devices
6. Survey Activities
7. Outfall Structures and Associated Intake Structures
8. Oil and Gas Structures on the Outer Continental Shelf
9. Structures in Fleeting and Anchorage Areas
10. Mooring Buoys
11. Temporary Recreational Structures
13. Bank Stabilization
14. Linear Transportation Projects
15. U.S. Coast Guard Approved Bridges
16. Return Water From Upland Contained Disposal Areas
17. Hydropower Projects
18. Minor Discharges
19. Minor Dredging
20. Response Operations for Oil or Hazardous Substances
22. Removal of Vessels
23. Approved Categorical Exclusions
24. Indian Tribe or State Administered Section 404 Programs
25. Structural Discharges
26. [Reserved]
27. Aquatic Habitat Restoration, Enhancement, and Establishment Activities
28. Modification of Existing Marinas
30. Moist Soil Management for Wildlife
31. Maintenance of Existing Flood Control Facilities
32. Completed Enforcement Actions
33. Temporary Construction, Access and Dewatering
34. Cranberry Production Activities
35. Maintenance Dredging of Existing Basins
36. Boat Ramps
37. Emergency Watershed Protection and Rehabilitation
38. Cleanup of Hazardous and Toxic Waste
41. Reshaping Existing Drainage and Irrigation Ditches
45. Repair of Uplands Damaged by Discrete Events
46. Discharges in Ditches
47. [Reserved]
49. Coal Mining Activities
53. Removal of Low-Head Dams
54. Living Shorelines
59. Water Reclamation and Reuse Facilities

B. NATIONWIDE PERMITS

3. Maintenance. (a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. This NWP also authorizes the removal of previously authorized structures or fills. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project. This NWP also authorizes the removal of accumulated sediment and debris within, and in the immediate vicinity of, the structure or fill. This NWP also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays.

(b) This NWP also authorizes the removal of accumulated sediments and debris outside the immediate vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.). The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization.

(c) This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges of dredged or fill material, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After conducting the maintenance activity, temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

(d) This NWP does not authorize maintenance dredging for the primary purpose of navigation. This NWP does not authorize beach restoration. This NWP does not authorize new stream channelization or stream relocation projects.

Notification: For activities authorized by paragraph (b) of this NWP, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 32). The pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals. (Authorities: Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act (Sections 10 and 404))

Note: This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act Section 404(f) exemption for maintenance.

Permit-specific Regional Conditions (Buffalo and New York Districts):

- a. The Nationwide General Permit Condition No. 32 – Pre-Construction Notification (PCN) for activities

proposed under NWP 3.b. involving the removal of accumulated sediments and debris in the vicinity of existing structures to restore the waterway to previously existing depths, must include evidence of such depths. Such evidence may include but is not limited to construction drawings of the original structure; or project drawings of past excavation activities in the vicinity. If this information is not available, the PCN must include evidence of the existing depths immediately outside the proposed work area.

b. Every effort should be made to prevent additional encroachment into the beds of New York waterbodies. All repair or rehabilitation activities should focus on using the area immediately landward of the existing structure. Bulkhead replacement shall be completed in-place or landward of the existing structure where practicable. When that is not practicable, a PCN shall be required for any encroachment proposed within tidal waters of the U.S. or any extensions, excluding the placement of toe stone protection recommended/required by state/federal resource agencies (i.e. NYSDEC, NYSDOS, USFWS & USEPA), which exceed 18 inches waterward of the existing bulkhead within non-tidal waters. The PCN must include justification for a waterward extension of the bulkhead (e.g. geologic conditions, engineering requirements, etc.).

New York District Only Permit-specific Regional Conditions:

c. As discussed in Section G-E.8. below, if any work is proposed within Essential Fish Habitat (EFH) or within areas supporting anadromous fish migration and spawning, sediment removal and pile and sheet pile/cofferdam installation and removal shall be avoided from March 1 to June 30 of any year. Work within cofferdams can proceed any time during the year provided that the cofferdams are installed or removed outside of the seasonal work restriction. A PCN is required if a variance of this seasonal work window is requested.

d. Within Essential Fish Habitat (EFH), if any work is proposed within areas identified as EFH for winter flounder eggs and larvae, in-water work shall be avoided from January 15 to May 31 of any year. A PCN is required if a variance of this seasonal work window is requested.

e. Within EFH, as discussed in Section G-E.8. below, if any work is proposed within 50 feet of submerged aquatic vegetation (SAV), a map generated from the SAV data tools in Note 5 or a current SAV survey of the area shall be included with a PCN to USACE for coordination with National Marine Fisheries Service (NMFS).

f. If tide gate replacement or maintenance is proposed, tide gates shall be replaced with self-regulating tide gates that allow tidal flow and fish passage but can be set to close at a specified water level, unless it can be demonstrated that a self-regulating tide gate would not be practicable due to ecological or public safety reasons. A PCN is required for all tide gate replacements and maintenance in which a one-way gate is proposed. The PCN shall describe fully the existing conditions of the tide gate and the habitat upstream of the gate and include documentation of its condition, function and maintenance over the previous decade.

REMINDER TO APPLICANT: For projects involving culvert maintenance or replacement, please take particular note of the requirements of General Regional Conditions B.1 and B.2. below. For projects involving aerial transmission lines, note clearance requirements as outlined in 33 CFR 322.5(i) (See NWP #57).

Section 401 Water Quality Certification (WQC):

The WQC has been denied for this NWP by the following certifying authorities:

i. New York State Department of Public Services (NYSDPS) for activities that relate to the construction and operation of major natural gas or electric transmission facilities undertaken pursuant to New York State Public Service Law (PSL) Article VII.

ii. New York State Office of Renewable Energy Siting (NYSORES) for activities that relate to the construction and operation of major renewable electric generating facilities undertaken pursuant to New York State Executive Law Article 6, Section 94-C.

iii. New York State Board on Electric Generation Siting and the Environment (Siting Board) for activities that relate to new and repowered or modified major electric generating facilities of 25 megawatts or more undertaken pursuant to PSL Article 10.

iv. U.S. Environmental Protection Agency (USEPA), as the certifying agency for the seven federally recognized Indian Nations in New York (Cayuga Nation, Onondaga Nation, Oneida Nation of Indians, Seneca Nation of Indians, Shinnecock Indian Nation, Tonawanda Seneca Nation, and Tuscarora Nation) for all activities occurring on these tribal lands.

v. Saint Regis Mohawk Tribe for all activities occurring on Saint Regis Mohawk Tribal land.

The New York State Department of Environmental Conservation (NYSDEC) has granted blanket WQC, for those activities not outlined above, provided that the project complies with **all** the General Conditions listed below in Section H. Where the Special Conditions differ from the General Conditions, the Special Conditions shall prevail.

Any party conducting proposing to conduct the activities authorized by this NWP where the WQC has been denied or that cannot comply with all of the NYSDOS WQC conditions must apply for and obtain an individual WQC or waiver thereof from the appropriate certifying authority. Refer to Section K below for agency contact information.

New York State Department of State Coastal Zone Management Consistency Determination:

Pursuant to 15 CFR Part 930.41 and 930.43, the New York State Department of State (NYSDOS) concurs with the USACE' consistency determination for this NWP with which all general and all Buffalo and New York District regional conditions are complied and with the additional condition(s), as follows:

- The NYSDOS concurs with the USACE' consistency determination for projects outside of Marine and Coastal District Waters (all tidal waters south of the Governor Mario M. Cuomo Bridge) within or affecting the NYS Coastal Area where the activities to be authorized primarily involve the repair/replacement in-place or landward of a lawful structure or fill, with no waterward expansion or increase in footprint;
- The NYSDOS concurs with the USACE' consistency determination for projects authorized by New York State Department of Environmental Conservation (DEC) [under General Permit GP-0-20-004 Great Lakes Erosion Control General Permit](#);
- The NYSDOS concurs with the USACE' consistency determination for projects proposed solely within the artificial canals identified by NYSDOS at: <https://new-york-opd-geographic-information-gateway-nysdos.hub.arcgis.com/apps/coastal-atlas/explore>.

For activities that do not comply with the above conditions, the NYSDOS objects to the USACE' consistency determination and therefore, an individual consistency determination from NYSDOS is required for this NWP to be valid in the New York coastal area. Activities authorized pursuant to this Nationwide Permit shall be submitted to NYSDOS for review by the applicant. NYSDOS will review the proposed activities pursuant to 15 CFR Part 930 Subpart D. NYSDOS concurrence with an applicant's consistency certification shall not be presumed unless NYSDOS fails to concur with or object to an applicant's consistency certification within six (6) months of commencement of NYSDOS' review of an applicant's consistency certification and all necessary data and information in accordance with 15 CFR § 930.62 or § 930.63. See Section I below for further information.

C. NATIONWIDE PERMIT GENERAL CONDITIONS

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his or her authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Structures and Fills. Temporary structures must be removed, to the maximum extent practicable, after their use has been discontinued. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. Permittees shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify designated critical habitat or critical habitat proposed for such designation. No activity is authorized under any NWP which "may affect" a listed species or critical habitat unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of "effects of the action" for the purposes of ESA section 7 consultation, as well as 50 CFR 402.17, which provides further explanation under ESA section 7 regarding "activities that are reasonably certain to occur" and "consequences caused by the proposed action."

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat or critical habitat proposed for such designation, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation), the pre-construction notification must include the name(s) of the endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or that utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. For activities where the non-Federal applicant has identified listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species (or species proposed for listing or designated critical habitat (or critical habitat proposed for such designation), or until ESA section 7 consultation or conference has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation or conference with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs.

(e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or

degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring that an action authorized by an NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse effects to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) No activity is authorized under any NWP which may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or field survey. Based on the information submitted in the PCN and these identification efforts, the district

engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect.

(d) Where the non-Federal applicant has identified historic properties on which the proposed NWP activity might have the potential to cause effects and has so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. Permittees that discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by an NWP, they must immediately notify the district engineer of what they have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, 52, 57 and 58 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed by permittees in the designated critical resource waters including wetlands adjacent to those waters. The district engineer

may authorize activities under these NWP's only after she or he determines that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 3/100-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. If restoring riparian areas involves planting vegetation, only native species should be planted. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

- (1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWP, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.
- (2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f).)
- (3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.
- (4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). If permittee-responsible mitigation is the proposed option, and the proposed compensatory mitigation site is located on land in which another federal agency holds an easement, the district engineer will coordinate with that federal agency to determine if proposed compensatory mitigation project is compatible with the terms of the easement.
- (5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan needs to address only the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).
- (6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).
- (g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.
- (h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state or federal, dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. (a) Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed discharge must be obtained or waived (see 33 CFR 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed discharge in order for the activity to be authorized by an NWP.

(b) If the NWP activity requires pre-construction notification and the certifying authority has not previously certified compliance of an NWP with CWA section 401, the proposed discharge is not authorized by an NWP until water quality certification is obtained or waived. If the certifying authority issues a water quality certification for the proposed discharge, the permittee must submit a copy of the certification to the district engineer. The discharge is not authorized by an NWP until the district engineer has notified the permittee that the water quality certification requirement has been satisfied by the issuance of a water quality certification or a waiver.

(c) The district engineer or certifying authority may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). If the permittee cannot comply with all of the conditions of a coastal zone management consistency concurrence previously issued by the state, then the permittee must obtain an individual coastal zone management consistency concurrence or presumption of concurrence in order for the activity to be authorized by an NWP. The district engineer or a state may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its CWA section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions:

(a) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States cannot exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

(b) If one or more of the NWPs used to authorize the single and complete project has specified acreage limits, the acreage loss of waters of the United States authorized by those NWPs cannot exceed their

respective specified acreage limits. For example, if a commercial development is constructed under NWP 39, and the single and complete project includes the filling of an upland ditch authorized by NWP 46, the maximum acreage loss of waters of the United States for the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of United States due to the NWP 39 and 46 activities cannot exceed 1 acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

- (a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;
- (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and
- (c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires review by, or permission from, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a “USACE project”), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission and/or review is not authorized by an NWP until the appropriate Corps office issues the section 408 permission or completes its review to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification.

(a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) (i) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures.

(ii) For linear projects where one or more single and complete crossings require pre-construction notification, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters (including those single and complete crossings authorized by an NWP but do not require PCNs). This information will be used by the district engineer to evaluate the cumulative adverse environmental effects of the proposed linear project, and does not change those non-PCN NWP activities into NWP PCNs.

(iii) Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial and intermittent streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45-day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-federal permittees, if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat (or critical habitat proposed for such designation), the PCN must include the name(s) of those endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an NWP activity that requires permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from, or review by, the Corps office having jurisdiction over that USACE project.

(c) Form of Pre-Construction Notification: The nationwide permit pre-construction notification form (Form ENG 6082) should be used for NWP PCNs. A letter containing the required information may also be

used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) Agency Coordination:

(1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWP and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iii) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure that the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

D. DISTRICT ENGINEER'S DECISION

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the single and complete crossings of waters of the United States that require PCNs to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings of waters of the United States authorized by an NWP. If an applicant requests a waiver of an

applicable limit, as provided for in NWP 13, 36, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects.

2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by an NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters. The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure that the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a

specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

E. FURTHER INFORMATION

1. District engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

F. DEFINITIONS

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Direct effects: Effects that are caused by the activity and occur at the same time and place.

Discharge: The term “discharge” means any discharge of dredged or fill material into waters of the United States.

Ecological reference: A model used to plan and design an aquatic habitat and riparian area restoration, enhancement, or establishment activity under NWP 27. An ecological reference may be based on the structure, functions, and dynamics of an aquatic habitat type or a riparian area type that currently exists in the region where the proposed NWP 27 activity is located. Alternatively, an ecological reference may be based on a conceptual model for the aquatic habitat type or riparian area type to be restored, enhanced, or established as a result of the proposed NWP 27 activity. An ecological reference takes into account the range of variation of the aquatic habitat type or riparian area type in the region.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

High Tide Line: The line of intersection of the land with the water’s surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line

of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete non-linear project in the Corps Regulatory Program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Indirect effects: Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. The loss of stream bed includes the acres of stream bed that are permanently adversely affected by filling or excavation because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters or wetlands for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities that do not require Department of the Army authorization, such as activities eligible for exemptions under section 404(f) of the Clean Water Act, are not considered when calculating the loss of waters of the United States.

Navigable waters: Waters subject to section 10 of the Rivers and Harbors Act of 1899. These waters are defined at 33 CFR part 329.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of flowing or standing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of "open waters" include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: The term ordinary high water mark means that line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation,

the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas.

Perennial stream: A perennial stream has surface water flowing continuously year-round during a typical year.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a coarse substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands next to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term “single and complete

project” is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Single and complete non-linear project: For non-linear projects, the term “single and complete project” is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of “independent utility”). Single and complete non-linear projects may not be “piecemealed” to avoid the limits in an NWP authorization.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream’s course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized jurisdictional stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line.

Tribal lands: Any lands title to which is either: 1) held in trust by the United States for the benefit of any Indian tribe or individual; or 2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.

Tribal rights: Those rights legally accruing to a tribe or tribes by virtue of inherent sovereign authority, unextinguished aboriginal title, treaty, statute, judicial decisions, executive order or agreement, and that give rise to legally enforceable remedies.

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NWP's, a waterbody is a "water of the United States." If a wetland is adjacent to a waterbody determined to be a water of the United States, that waterbody and any adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)).

G. BUFFALO & NEW YORK DISTRICT GENERAL REGIONAL CONDITIONS
These conditions apply to ALL Nationwide Permits.

G-A. Construction Best Management Practices (BMP's): Unless specifically approved otherwise through issuance of a variance by the District Engineer, the following BMP's must be implemented to the maximum degree practicable, to minimize erosion, migration of sediments, and adverse environmental impacts. Note that at a minimum, all erosion and sediment control and stormwater management practices must be designed, installed and maintained throughout the entire construction project in accordance with the latest version of the *New York Standards and Specifications for Erosion and Sediment Control* and the *New York State Stormwater Management Design Manual*. These documents are available at: <https://www.dec.ny.gov/chemical/8694.html>. Prior to the discharge of any dredged or fill material into waters of the United States, including wetlands, authorized by NWP, the permittee must install and maintain erosion and sedimentation controls in and/or adjacent to wetlands or other waters of the United States.

1. All synthetic erosion control features (e.g., silt fencing, netting, mats), which are intended for temporary use during construction, shall be completely removed and properly disposed of after their initial purpose has been served. Only natural fiber materials, which will degrade over time, may be abandoned in place.
2. Materials resulting from trench excavation for utility line installation or ditch reshaping activities which are temporarily sidecast or stockpiled into waters of the United States must be backfilled or removed to an upland area within 30 days of the date of deposition. Note: Upland options shall be utilized prior to temporary placement within waters of the U.S., unless it can be demonstrated that it would not be practicable or if the impacts of complying with this upland option requirement would result in more adverse impacts to the aquatic environment.
3. For trenching activities in wetlands the applicant shall install impermeable trench dams or trench breakers at the wetland boundaries and every 100 feet within wetland areas to prevent inadvertent drainage of wetlands or other waters of the United States.
4. Dry stream crossing methods (e.g., diversion, dam and pump, flume, bore) shall be utilized for culvert or other pipe, or utility installations to reduce downstream impacts from turbidity and sedimentation. This may require piping or pumping the stream flow around the work area and the use of cofferdams.
5. No in-stream work shall occur during periods of high flow, except for work that occurs in dewatered areas behind temporary diversions, cofferdams or causeways.
6. Construction access and staging areas shall be by means that avoid or minimize impacts to aquatic sites (e.g. use of upland areas for access & staging, floating barges, mats, etc.). Discharges of fill material associated with the construction of temporary access roads, staging areas and work pads in wetlands shall be placed on filter fabric. All temporary fills shall be removed upon completion of the work and the disturbed area restored to pre-construction contours, elevations and wetland conditions, including cover type. All vegetation utilized in the restoration activity shall consist of native species.
7. All return flow from dredged material disposal areas shall not result in an increase in turbidity in the receiving water body that will cause a substantial visible contrast to natural conditions. (See NWP #16)
8. For activities involving the placement of concrete into waters of the U.S., the permittee must employ watertight forms. The forms shall be dewatered prior to the placement of the concrete. The use of

tremie concrete is allowed, provided that it complies with New York State water quality standards.

9. New stormwater management facilities shall be located outside of waters of the U.S. A variance of this requirement may be requested with the submission of a PCN. The PCN must include justification which demonstrates that avoidance and minimization efforts have been met.

10. To the maximum extent practicable, the placement of fill in wetlands must be designed to maintain pre-construction surface water flows/conditions between remaining on or off-site waters and to prevent draining of the wetland or permanent hydrologic alteration. This may require the use of culverts and/or other measures. Furthermore, the activity must not restrict or impede the passage of normal or expected high flows (unless the primary purpose of the fill is to impound waters). The activity may alter the pre-construction flows/conditions if it can be shown that it benefits the aquatic environment (i.e. wetland restoration and/or enhancement).

11. Stone aprons and scour protection placed in streams shall not extend higher than the stream bed in order to create a uniform grade and shall be filled with native stream bed material and supplemented with similarly sized material, if needed, to fill interstitial spaces to maintain water flow on the surface of the stream bed.

G-B. CULVERTS

1. **ALL NEW OR REPLACEMENT CULVERTS IN STREAMS**, to the extent they are regulated, shall be constructed/installed in accordance with the following, in order to ensure compliance with NWP General Condition #2 – Aquatic Life Movement and #9 – Management of Water Flows:

a. Size: Bank-full flows shall be accommodated through maintenance of the existing bank-full channel cross sectional dimensions within a single culvert. Bank-full width is generally considered to be the top width at the stage where a stream begins to overtop its banks and spread into the floodplain. A bottomless culvert or bridge must be used to span the stream channel where practicable. If the stream cannot be spanned, the culvert width shall be minimum of 1.25 times width of the stream channel at the ordinary high water, which is generally equivalent to the width of the channel during the 2-year design storm.

b. Depth: To maintain low flow and aquatic life movement within culverts with a bottom, the culvert invert, including end sections, must be embedded. Specifically, the culvert must be installed with its bottom buried below the grade of the stream bed, as measured at the average low point, to a depth of a minimum of 20 percent of the culvert vertical rise (height) throughout the length of the culvert. (Note: When not practicable to do so due to small culvert size, it is acceptable to allow natural deposition to cover the interior of the culvert bed following placement of the culvert invert to the 20% depth.)

c. The dimension, pattern, and profile of the stream above and below the stream crossing shall not be permanently modified by changing the width or depth of the stream channel.

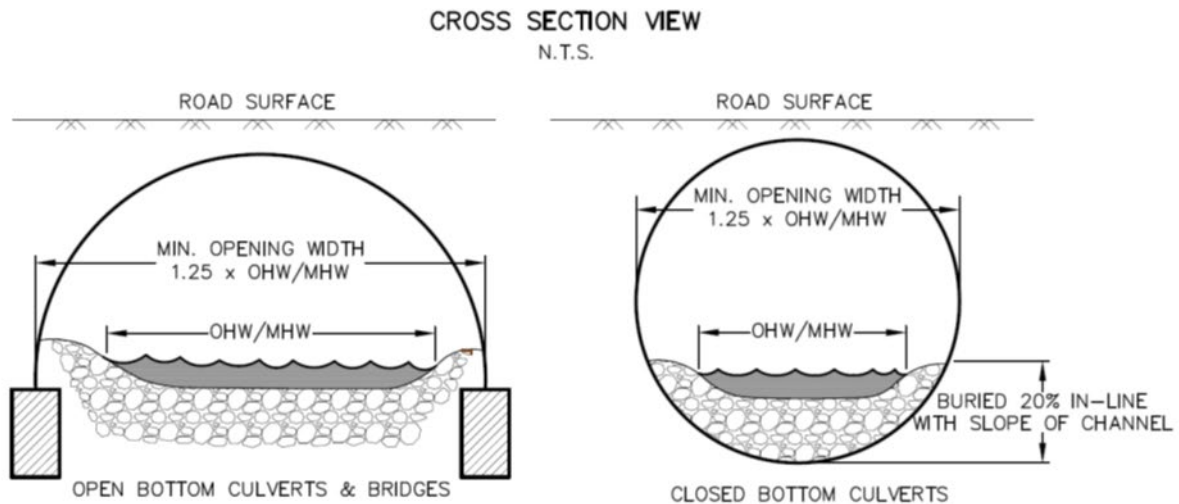
d. The culvert bed slope shall remain consistent with the slope of the adjacent stream channel.

Note 1: Use of the requirements alone will not satisfy the need for proper engineering and design. In particular, appropriate engineering is required to ensure structures are sized and designed to provide adequate capacity (to pass various flood flows) and stability (bed, bed forms, footings and abutments, both upstream and downstream). It is the permittee's responsibility to ensure the structure is appropriately designed.

Note 2: This condition does not apply to temporary culverts used for construction access that are in place for less than one construction season. However, compliance with General Conditions #2 and #9 still applies.

Note 3: For further guidance on identification of the Ordinary High Water mark, please see Regulatory

Guidance Letter 05-05 available at: <https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/Guidance-Letters/>



Preconstruction Notification (PCN) Requirements:

A PCN is required for projects that do not meet all of the above requirements. In addition to the PCN requirements of General Condition #32, the PCN must include the following information:

- i. A statement indicating which of the above requirements will not be met by the proposed project;
- ii. Information as to why the use of such structures or measures would not be practicable;
- iii. A brief description of the stream discussing:
 - Site specific information (i.e. stream bed slope, type and size of stream bed material, stream type, existing natural or manmade barriers, etc.) assessed to determine appropriate culvert design and to ensure management of water flows and aquatic life movement.
 - Evaluation of the replacement for its impacts on: downstream flooding, upstream and downstream habitat (in-stream habitat, wetlands), potential for erosion and headcutting, and stream stability.
 - Flow/storm event the proposed culvert is designed to pass (2 year, 50 year, etc.)
- iv. Cross sections of the stream used to calculate the stream bed low point and ordinary high water width, consisting of:
 - Stream channel cross sections shall be taken at proximal locations to the crossing location to determine the average of the lowest points in elevation of the stream bed and the average width at ordinary high water.
 - For new crossing locations, the average values from at least three measurements (project location and straight sections of the stream upstream and downstream) shall be used.
 - For replacement of an existing structure, the average values from at least two cross sections (straight sections of the stream upstream and downstream from the existing structure representative of the natural channel) shall be used. Note: sections should

not be taken in the immediate vicinity of the structure as the channel width may be affected by the structure and not provide an accurate representation of the natural channel.

- This average low point shall be used to ensure low flow is maintained through the culvert and from which all embedment depths are measured.
 - If the above cross section method was not practicable to use, an alternative method may be utilized. The PCN shall include justification for the method used including the data used and an explanation as to how it provides an equivalent measure.
- v. An evaluation of the effects the crossing would have on aquatic life movement and/or water flows; and
- vi. Mitigation measures that will be employed to minimize these effects. Mitigation measures may include, but are not limited to baffles, weirs, roughened channels, and grade control structures

A variance of the requirement(s) will be issued by the Corps if it can be demonstrated that the proposal would meet General Conditions #2 & #9 and would result in a less environmentally damaging practicable alternative (e.g. If compliance with any of the requirement(s) would result in detrimental impacts to the aquatic system then an alternate design should be proposed and a variance request submitted which outlines how compliance with the general conditions will be met.).

2. ALL CULVERT REHABILITATION PROJECTS IN STREAMS, to the extent they are regulated, not including culvert replacement projects (See 1 above), shall be constructed in accordance with the following, in order to ensure compliance with NWP General Condition #2 – Aquatic Life Movement and #9 – Management of Water Flows:

- a. An evaluation of the existing culvert shall be conducted prior to the proposed culvert rehabilitation to determine if the existing culvert is in compliance with NWP GC #2 and #9. Specifically, the culvert shall be evaluated regarding its effect upon aquatic life movements and low/ high water flow. If the above requirements in General Regional Condition B. 1 (a)-(e) are met, then the culvert is considered in compliance with NWP General Conditions #2 & # 9. (Potential evaluation methods to consider include: North Atlantic Aquatic Connectivity Collaborative (NAACC) (Note: Projects should not result in a reduction of the NAACC passability score by reducing passage or creating a barrier), US Forest Service Aquatic Organism Passage FishXing, etc.)
- b. A PCN is not required for projects that utilize cured-in-place pipe lining or other repair activities that do not raise the existing invert elevation such that it causes an impediment to the passage of either aquatic life movement or water flow, unless there is an existing impediment which will not be corrected by the proposed repair.
- c. A PCN is required for any culvert rehabilitation project that includes a culvert which is not in compliance with GC #2 and/or #9 (i.e. impedes aquatic life movement or water flow) and which will not be corrected by the proposed repair.
- d. A PCN is required for culvert rehabilitation projects which will involve pipe slip lining or other activities, including concrete invert paving and concrete lining that raise the existing invert elevation such that it causes an impediment to the passage of low flow or aquatic life movement. Slip lining is defined as the insertion of a smaller diameter pipe into an existing pipe by pulling pushing, or spiral winding.

Preconstruction Notification (PCN) Requirements:

In addition to the PCN requirements of General Condition #32, the PCN must include the following information:

- i. A summary of the evaluation required in Item a. above including average ordinary high water channel width and a discussion of the impediment(s) to aquatic life movement and/or water flow.
- ii. Information as to how the proposal will mitigate for the impediment. Mitigation measures may include, but are not limited to baffles, weirs, roughened channels, and grade control structures.

G-C. No regulated activity authorized by a Nationwide Permit can cause the loss of areas classified as a bog or fen in the State of New York, as determined by the Buffalo or the New York District Corps of Engineers, due to the scarcity of this habitat in New York State and the difficulty with in-kind mitigation. The Districts will utilize the following document in the classification:

Edinger, G. J., D. J. Evans, S. Gebauer, T. G. Howard, D. M. Hunt, and A. M. Olivero (editors). 2014. *Ecological Communities of New York State*. Second Edition. A revised and expanded edition of Carol Reschke's *Ecological Communities of New York State*. New York Natural Heritage Program, New York State Department of Environmental Conservation, Albany, NY. This document is available at the following location: <https://www.nynhp.org/ecological-communities/>

G-D. National Wild and Scenic Rivers (NWSR): The Upper Delaware River has been designated as a National Wild and Scenic River from the confluence of the East and West Branches below Hancock, New York, to the existing railroad bridge immediately downstream of Cherry Island in the vicinity of Sparrow Bush, New York. Also, the portion of the Genesee River located within Letchworth Gorge State Park, beginning at the southern boundary of the park and extending downstream to the Mt. Morris Dam, was designated by Congress as a permanent Study River in the Genesee River Protection Act of 1989. In accordance with General Condition #16, no activity may occur within a NWSR, including Study Rivers, unless the National Park Service (NPS) has determined in writing that the proposed work will not adversely affect the NWSR designation or study status. Therefore, a PCN is required for any NWP which would impact the designated portions of the Genesee River or the Upper Delaware River, unless NPS has previously indicated the project will not adversely affect the waterway. (Note: the applicant may not commence work under any NWP until the NPS determines in writing that the project will not adversely affect the NWSR even if 45-days have passed since receipt of the PCN package.) Information regarding NWSR may be found at: <https://www.rivers.gov/new-york.php>

G-E. For all proposals requiring a pre-construction notification (PCN), in addition to the requirements in General Condition 32, the applicant shall also include: (Note: the application will not be considered complete until all of the applicable information is received).

1. New York State/USACE Joint Application Form: The application form shall be completed and signed and shall clearly indicate that the submission is a PCN.

Buffalo District: <https://www.lrb.usace.army.mil/Missions/Regulatory/New-York-Permit-Information/>

New York District: <https://www.nan.usace.army.mil/Missions/Regulatory/Obtaining-a-Permit/>

2. Drawings: The PCN must include legible, project drawings on 8.5" x 11" paper. Full size drawings may be submitted in addition to the 8.5" x 11" plans to aid in the application review. Three types of illustrations are needed to properly depict the work to be undertaken. These illustrations or drawings are a Vicinity Map (i.e. a location map such as a USGS topographical map), a Plan View and a Cross-Section Map. Each illustration should identify the project, the applicant, and the type of illustration (vicinity map, plan view or cross section). The Vicinity Map shall provide the location of the entire project site. In addition, each illustration should be identified with a figure or attachment number. The location map shall include the Latitude and Longitude or UTM coordinates of the project. For linear projects, the PCN shall include a map of the entire project including a delineation of all waters of the U.S. within the corridor. Aquatic resource information shall be submitted using the Cowardin Classification System mapping conventions (e.g. PFO, PEM, etc.).

3. Color photographs: The photos should be sufficient to accurately portray the project site, keyed to a location map and not taken when snow cover is present.

4. Avoidance and Minimization: The PCN should include a written narrative explaining how avoidance and minimization of temporary impacts and permanent losses of waters of the U.S. were achieved on the project site (i.e. site redesign, reduction in scope, alternate methods, etc.). It should include a description of the proposed construction practices that would be implemented to perform the proposed work and a description of the reasonably foreseeable direct and indirect effects to waters of the U.S. from the proposed construction practices.

5. Mitigation (See General Conditions 23 & 32(b)(6)): The PCN should include at least a conceptual compensatory mitigation plan for all projects resulting in the loss of greater than 1/10th of an acre of wetlands and/or 3/100th of an acre of stream. Mitigation conceptual plans submitted with the PCN must include the following information at a minimum: proposed compensation type (bank or in-lieu fee credit, restoration, creation, preservation, etc.), location and brief discussion on factors considered for site selection (i.e. soils, water source, potential for invasive species, etc.), amount proposed per resource type and a discussion of how the proposal will compensate for aquatic resource functions and services lost as a result of the project.

Note 1: All mitigation projects must comply with the Federal Regulations on compensatory mitigation (33 CFR 332) entitled "Compensatory Mitigation for Losses of Aquatic Resources: Final Rule", dated April 10, 2008, which is available at: https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/mitig_info/ and any applicable District Guidelines.

Note 2: Although a conceptual mitigation plan may be sufficient for the purposes of a PCN submission, a detailed mitigation plan must be approved by the Corps before any jurisdictional work may occur on the project site.

Note 3: If more than 0.10 acres of designated EFH habitat (as discussed in Section G-E.8. below) would be impacted such that habitat would be lost, compensatory mitigation at a minimum ratio of 1:1 is required. A ratio of more than 1:1 may be required depending upon the ecological value of the habitat to be lost or degraded and the form of compensatory mitigation proposed to be provided.

Note 4: For additional information regarding natural stream channel design, please refer to <https://www.epa.gov/cwa-404/natural-stream-channel-design-techniques-and-review> for the Natural Stream Channel Design Techniques and Review Checklist as developed by U.S. EPA and U.S. Fish and Wildlife Service.

6. Nationwide Rivers Inventory: The PCN shall indicate if a river segment listed within the National Park Service Nationwide Rivers Inventory (NRI) is located within the proposed project area. [NRI river segments](#) are potential candidates for inclusion in the National Wild and Scenic River System (See General Condition #16). For project areas containing a listed NRI segment, the PCN shall also include a statement as to how adverse effects to the river have been avoided or mitigated. The list is available at: <https://www.nps.gov/subjects/rivers/new-york.htm>.

7. Historic or Cultural Resources: In accordance with General Condition 20, a PCN is required for any non-federal activity which may have the potential to cause effects to any historic properties* listed, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places (NR). Please refer to General Condition 20 for submission requirements. In addition, all PCNs should include:

- a) A written statement indicating if any such properties may be affected by the proposed project.
- b) A copy of any completed archaeology or building/structure survey reports. If a survey has not been performed, the statement shall include a list of resources checked in the determination.
- c) Copies of any available correspondence from the New York State Office of Parks, Recreation, and Historic Preservation State Historic Preservation Officer (SHPO) regarding historic properties.
- d) Copies of any available correspondence from federally recognized Indian Nations regarding historic properties that may be affected by the project.

- e) Projects with ground disturbance may have the potential to cause effects to buried historic properties, regardless of occurring outside SHPO designated archaeological sensitive areas. Therefore, the PCN shall indicate if the ground disturbance will occur in any areas of previously undisturbed soil. For areas with prior disturbance, the PCN shall include a brief narrative describing the disturbance and its limit (i.e. type of disturbance, size of area with current undisturbed soil, size of area with existing disturbed soils, when the disturbance occurred, an estimate on how deep the soil disturbance extends, etc.) as well as photos of the existing ground disturbance.
- f) Above ground buildings/structures that are over 50 years old and potentially affected by the project will need to be assessed to determine if they are eligible for the NR. The PCN shall: identify any structures present in the project area, which have not already been subject to SHPO review, include photos of the structures, and describe how the project would/would not affect them.

* - see NWP definition section for further clarification

Note 1: Information regarding historic properties may be found at: <https://cris.parks.ny.gov>. In addition, assistance regarding the determination of the presence of historic or cultural resources at or near the project site should be directed to SHPO.

Note 2: As stated in General Condition 20, if any listed, eligible or potentially eligible properties are present, the applicant shall not begin the activity until notified by the district engineer in writing either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

8. Endangered Species and Essential Fish Habitat (EFH): In accordance with General Condition #18, non-federal applicants must submit a PCN if any listed species or designated critical habitat might be affected or is in the vicinity of the activity (See Note 2 below), or if the activity is located in designated critical habitat. Please refer to General Condition #18 for submission requirements. In addition, all PCNs must include:

1. a written statement and documentation concerning any Essential Fish Habitat (EFH) and any federally listed or proposed Threatened or Endangered (T&E) species or designated and/or proposed critical habitat that might be affected or located in the vicinity of the project (See Note 2 below).
2. an official T&E species list printed within 90 days of the PCN submission, and a copy of any correspondence from the U.S. Fish and Wildlife Service (USFWS) and/or National Oceanic and Atmospheric Administration Fisheries Service (NOAA-Fisheries), regarding the potential presence of T&E species on the project site. An applicant should use the USFWS Information for Planning and Consultation (IPAC) website (<https://ecos.fws.gov/ipac>) as the primary resource to determine if there may be listed Threatened or Endangered species. Information on NOAA-Fisheries (NMFS) species (both T&E and EFH) can be found at: <https://www.greateratlantic.fisheries.noaa.gov/>. Region-specific information on NMFS species (both T&E and EFH) can be found at: <https://www.fisheries.noaa.gov/new-england-mid-atlantic/habitat-conservation/essential-fish-habitat-consultations-greater-atlantic-region>. Region-specific ESA information can be found at: <https://www.fisheries.noaa.gov/topic/consultations#endangered-species-act-consultations>.
3. For projects where T&E species are listed, a discussion of potential T&E species habitat within the project site (See USFWS T&E website for species habitat information). <https://www.fws.gov/office/new-york-ecological-services-field/new-york-project-reviews>
4. If there is potential habitat for any T&E species within the project site the following, as applicable, shall be submitted:

- i. The results of any habitat surveys and presence/absence surveys. Note: all surveys should be coordinated with the USFWS and/or NOAA-Fisheries (NMFS) prior to initiation.
- ii. A detailed description of the proposed project, including secondary impacts and approximate proposed project construction schedule of project activities (e.g. land clearing, utilities, stormwater management).
- iii. A description of the natural characteristics of the property and surrounding area (e.g. forested areas, freshwater wetlands, open waters, and soils) and a description of surrounding land use (residential, agricultural, or commercial).
- iv. A description of the area to be impacted by the proposed project (including the species, typical sizes (d.b.h.) and number or acres of trees to be removed, substrate of stream, etc.).
- v. The location of the above referenced property and extent of any project related activities or discharges clearly indicated on a copy of a USGS 7.5-minute topographic quadrangle (quad) with the name of the quad(s) and latitude/longitude clearly labeled.
- vi. A description of conservation measures to avoid, minimize and/or mitigate impacts to listed species.

Note 1: There are no known T&E species or EFH species under the jurisdiction of the NOAA-Fisheries (NMFS) within the Buffalo District. Therefore, all Buffalo District requests for information regarding the presence of T&E species should be directed to the USFWS. In addition, no EFH review is necessary within the following New York District counties: Clinton, Essex, Franklin, Fulton, Hamilton, Montgomery, Otsego, Schenectady, Schoharie and Warren.

Note 2: Please refer to the following websites for further guidance and information relating to regulatory permits & T&E species in New York, including protocols for defining 'vicinity' for the Indiana and Northern long-eared bats:

Buffalo District: <https://www.lrb.usace.army.mil/Missions/Regulatory/New-York-Permit-Information/>

New York District: <https://www.nan.usace.army.mil/Missions/Regulatory/Nationwide-Permits/>

Note 3: General Condition #18 is emphasized, ... "For activities where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species or critical habitat, or until ESA section 7 consultation has been completed. **If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.**"

Note 4: Where a PCN is required for Essential Fish Habitat consultation, refer to the following links for the Essential Fish Habitat Assessment Worksheet and Mapper utilized to inform the preparation of the worksheet:

- EFH Assessment Worksheet: <https://www.fisheries.noaa.gov/new-england-mid-atlantic/habitat-conservation/essential-fish-habitat-assessment-consultations>
- EFH Mapper: <https://www.habitat.noaa.gov/apps/efhmapper/>

Note 5: Where information is required for submerged aquatic vegetation (SAV) in the permit area

or within 50 feet of the proposed work, please utilize the following map data:

- NYS Department of State SAV data: <https://opdgig.dos.ny.gov/datasets/esa-submerged-aquatic-vegetation/explore>
- NYS GIS Clearinghouse (for SAV data in the Hudson River): <https://opdgig.dos.ny.gov/datasets/hudson-river-estuary-documented-submerged-aquatic-vegetation/explore>

9. PCNs should be submitted electronically, if possible, in accordance with the instructions provided on the Districts' websites. When submitted by hard copy, without an electronic submission, then multiple copies of the PCN must be provided as follows:

- a) One (1) additional copy of the PCN package shall be provided to USACE for coordination with Department of Defense Siting Clearinghouse (See NWP # 39, 51, 52 & 57 Notes) for:
 - i. overhead utility lines proposed under NWP #57 and
 - ii. any activity that involves the construction of a wind energy generating structure, solar tower, or overhead transmission lines proposed under NWP #39, 51 or 52
- b) Two (2) additional copies of the PCN package shall be provided to USACE when the project is located within the New York City Watershed, for coordination with the New York City Department of Environmental Protection.
- c) Five (5) additional copies of the PCN package shall be submitted to USACE for agency coordination in accordance with General Condition # 32(d)(2) for:
 - i. All NWP activities that result in the loss of greater than 1/2-acre of waters of the United States,
 - ii. NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites;
 - iii. NWP 54 activities in excess of 500 linear feet or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

G-F. CRITICAL RESOURCE WATERS

In accordance with NWP General Condition (GC) #22, certain activities in Critical Resource Waters cannot be authorized under the NWP program or would require a PCN (see GC #22 for a list of the NWP activities that are either excluded or require a PCN).

Critical Resource Waters in New York State include the following:

1. **East-of-Hudson portion of the New York City Water Supply:** This area includes portions of Dutchess, Putnam and Westchester Counties as delineated on Enclosure 2.
2. **Hudson River National Estuarine Research Reserves (NERR):** The Hudson River NERR consists of four components: Piermont Marsh, Iona Island, Tivoli Bay, and Stockport Flats.

H. NYSDEC GENERAL WATER QUALITY CERTIFICATION (WQC) CONDITIONS APPLICABLE TO ALL NWPS FOR WHICH WQC HAS BEEN PROVIDED ARE AS FOLLOWS:

1. **Non-contamination of Waters** - All necessary precautions shall be taken to preclude contamination of any waters of the United States by suspended solids, resins, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate, inadvertent returns of drilling muds ("frac-outs") or any other environmentally deleterious materials associated with the project.
2. **Installation and Replacement of Culverts** - To be covered under this blanket Water Quality Certification, all the following criteria must be met for culvert installations and replacements:

- a. Culverts shall be designed to pass a storm event with an annual chance of 2% or less (i.e., 50-year storm event or greater) such that the water surface remains below the top of the inlet opening.
- b. All culverts with closed bottoms and culvert pipes must be appropriately embedded. Round culverts must be installed so that at least 20% of the culvert's vertical height is embedded below the existing stream bed at the outlet end of the culvert.
- c. Width of the structure must be a minimum of 1.25 times (1.25X) width of the Mean High-Water Channel.
- d. The slope of the stream bed within or under the culvert shall remain consistent with the slope of the adjacent stream channel. For slopes greater than 3%, an open bottom culvert must be used.
- e. This culvert must not be located under a roadway that provide sole access to "Critical Facilities"².
- f. This certification does not authorize culvert rehabilitation projects that involve slip lining, invert paving, or similar treatments.
- g. This certification does authorize the rehabilitation of culverts utilizing Cure in Place Pipe Lining (CIPP) or concrete spray lining for culverts which currently meet Nationwide Permit General Condition # 2 - Aquatic Life Movements.

²Critical Facilities are defined as facilities designed for bulk storage of chemicals, petrochemicals, hazardous or toxic substances or floatable materials; hospitals, rest homes, correctional facilities, dormitories, patient care facilities; major power generation, transmission or substation facilities, except for hydroelectric facilities; major communications centers, such as civil defense centers; or major emergency service facilities, such as central fire and police stations. (See 6 NYCRR Part 502.4(a)(17).)

- 3. **Discharges and Disturbances Limits** - The following discharge and disturbance limits apply to this certification:
 - a. For NWPs 5, 7, 13, 14, 15, 18, 19, 23, 25, 32, 34, 36, 37, 45, and 46, the following discharge limits apply:
 - i. Temporary or permanent discharges of dredged or fill material into wetlands and other waters of the United States must not exceed ¼ acre;
 - ii. Temporary or permanent impacts (i.e., loss) to stream beds, lake shorelines, and ocean shorelines must not exceed 300 linear feet; and
 - iii. The discharge area limit under paragraph (a) plus the equivalent stream, lake, or ocean impact area limit under paragraph (b) must not exceed ¼ acre total.
 - b. For NWPs 3, 4, 6, 20, 22, 27, 30, 31, 33, and 41, this certification authorizes discharges and disturbances up to the limit of the respective Nationwide Permit or regional conditions, whichever is most restrictive.
 - c. If a project requiring coverage under two or more Nationwide Permits results in a temporary or permanent discharge or disturbance, the most restrictive threshold applies to the project.
- 4. **Bulkheads** - Activities involving bulkheads are restricted as follows:
 - a. This certification does not authorize the construction of new bulkheads or vertical walls.
 - b. This certification does not authorize the waterward extension of existing bulkheads, except where minimally necessary to reface the bulkhead when in-place replacement is not feasible.
 - c. New toe-stone protection may not extend more than 36 inches waterward from the existing bulkhead face.
- 5. **Maintenance of Water Levels** - This certification does not authorize any activity that results in a permanent water level alteration in waterbodies, such as draining or impounding, except for activities authorized by NWP 27.
- 6. **Dewatering** - Dewatering activities must be conducted in the following manner:
 - a. Authorized dewatering is limited to immediate work areas that are within coffer dams or otherwise isolated from the larger waterbody or waters of the United States.

- b. Dewatering must be localized and must not drain extensive areas of a waterbody or reduce the water level such that fish and other aquatic organisms are killed, or their eggs and nests are exposed to desiccation, freezing or depredation in areas outside of the immediate work site.
 - c. Cofferdams or diversions shall not be constructed in a manner that causes or exacerbates erosion of the bed or banks of a waterbody.
 - d. All dewatering structures must be permanently removed, and disturbed areas must be graded and stabilized immediately following completion of work. Return flows from the dewatering structure shall be as visibly clear as the receiving waterbody.
- 7. **Horizontal and Directional Drilling** - For projects that involve horizontal or directional drilling, the permittee must prepare and implement a plan that addresses prevention, containment and cleanup of inadvertent drilling fluid returns or "frac-outs".
- 8. **Endangered or Threatened Species** - This certification does not authorize discharges likely to result in the take or taking of any species listed as endangered or threatened in 6 NYCRR Part 182.5 (a) or (b) or discharges likely to destroy or adversely modify the habitat of such listed species. To be eligible for coverage under this certification, applicants must either verify that the activity is outside of the occupied habitat of such species or, if located within the habitat of such species, obtain a determination from the NYS Department of Conservation Regional Office that the proposed activity is not likely to result in the take or taking of any species listed as endangered or threatened species listed in 6 NYCRR Part 182. Information on New York State endangered or threatened species may be obtained from the NYS Department of Environmental regional offices, the New York Natural Heritage Program in Albany, New York or on the NYSDEC website at <https://www.dec.ny.gov/animals/38801.html>.
- 9. **Rare Mollusks** - This certification does not authorize disturbances or discharges to waters of the United States that support mollusks listed as S-1 or S-2 on the New York State Natural Heritage database, unless NYSDEC staff have determined that the project location does not contain mussels listed as S-1 or S-2 on the Natural Heritage database.
- 10. **Prohibition Period for In-water Work** - In-water work is prohibited in cold water trout fisheries (waterbodies classified under Article 15 of New York State Environmental Conservation Law with a "t" or "ts" designation), beginning October 1 and ending May 31.

Water classification values can be found on the NYSDEC's Environmental Resource Mapper available on the Department's website at <https://gisservices.dec.ny.gov/gis/erm/>. Applicants may also contact the Regional Fisheries Manager in the appropriate New York State Department of Environmental Conservation regional office to determine the classification of the water body and whether the prohibition period applies.
- 11. **Significant Coastal Fish and Wildlife Habitats** - This certification does not authorize any discharge occurring in a designated Significant Coastal Fish and Wildlife Habitat area pursuant to 19 NYCRR Part 602 (NYCRR, Title 19, Chapter XIII, Waterfront Revitalization of Coastal Areas and Inland Waterways). <https://www.dos.ny.gov/opd/programs/consistency/scfwhabitats.html>
- 12. **Coastal Erosion Hazard Areas** - This certification does not authorize projects that disturb greater than ¼ acre or 300 linear feet of waters of the United States within mapped Coastal Erosion Hazard Areas, as identified in New York State Environmental Conservation Law Article 34, and its implementing regulations, 6 NYCRR Part 505. <https://www.dec.ny.gov/lands/86541.html>
- 13. **Federal Energy Regulatory Commission** - This certification does not authorize activities regulated by the United States Federal Energy Regulatory Commission (FERC). An individual Section 401 Water Quality Certification from NYSDEC is required for all projects regulated by FERC.
- 14. **Preventing the Spread of Aquatic Invasive Species** - To prevent the unintentional introduction or spread of invasive species, the permittee must ensure that all construction equipment be cleaned of mud, seeds, vegetation, and other debris before entering any approved construction areas within

waters of the United States. When using construction equipment, projects authorized under this Certification shall take reasonable precautions to prevent the spread of aquatic invasive species as required under the provisions in ECL § 9-1710.

15. **Utility Projects** - The following restrictions and conditions apply to activities involving utility projects:
 - a. This certification does not authorize maintenance or other activities associated with hydroelectric power generation projects.
 - b. This certification does not authorize the construction of substation facilities or permanent access roads in wetlands or within the Federal Emergency Management Agency mapped 100-year floodplain.
 - c. Excess materials resulting from trench excavation must be permanently removed from the waters of the United States and contained so that they do not re-enter any waters of the United States.
16. **NYSDEC Emergency Authorizations** – This certification also applies to any regulated discharges to Waters of the U.S. covered under an NWP where NYSDEC makes a finding of emergency pursuant to New York States Uniform Procedures Act regulations at 6 NYCRR § 621.12. Such a finding may also, but is not required to, include NYSDEC emergency authorizations under ECL Article 15, Title 5 (Protection of Waters), Article 15, Title 27 (Wild, Scenic, and Recreational Rivers), Article 24 (Freshwater Wetlands), Article 25 (Tidal Wetlands) or Article 34 (Coastal Erosion Management). Where such certification is granted, only NYSDEC General WQC Conditions 1, 4, 5, and 6 shall apply.
17. **NYSDEC General Permits** – This certification also applies to any regulated discharges to Waters of the U.S. covered under an NWP where NYSDEC issues project authorization under a general permit pursuant to ECL Article 15, Title 5 (Protection of Waters), Article 15, Title 27 (Wild, Scenic, and Recreational Rivers), Article 24 (Freshwater Wetlands), Article 25 (Tidal Wetlands), or Article 34 (Coastal Erosion Management). Where such certification is granted, all other NYSDEC General WQC Conditions shall not apply.
18. **NYSDEC Individual Permits** – This certification also applies to any regulated discharges to Waters of the U.S. covered under an NWP where NYSDEC issues individual project authorization pursuant to ECL Article 15, Title 5 (Protection of Waters), Article 15, Title 27 (Wild, Scenic, and Recreational Rivers), Article 24 (Freshwater Wetlands), Article 25 (Tidal Wetlands), or Article 34 (Coastal Erosion Management). Where such certification is granted, all other NYSDEC General WQC Conditions shall not apply.

I. NEW YORK STATE DEPARTMENT OF STATE (NYSDOS) COASTAL ZONE MANAGEMENT CONSISTENCY DETERMINATION ADDITIONAL INFORMATION (APPLICABLE TO ALL NWPS LOCATED WITHIN OR AFFECTING THE NYS COASTAL ZONE):

Where NYSDOS has objected to the USACE consistency determination, as outlined in the specific NWP listing in Section B above, the applicant must submit a request for an individual consistency determination to NYSDOS.

Further Information:

- Unless NYSDOS issues consistency concurrence or USACE has determined that NYSDOS concurrence is presumed, NWPs are not valid within the Coastal Zone.
- All consistency concurrence determination requests must be submitted directly to NYSDOS with a copy provided to USACE with any required Preconstruction Notification submissions.
- Limits of the coastal zone and details regarding NYSDOS submission requirements, including application forms can be obtained at:

<https://www.dos.ny.gov/opd/programs/consistency/index.html>.

- For additional information regarding the NYSDOS Coastal Zone Management program, their application forms, and requirements, please contact NYSDOS. See Section K for NYSDOS contact information.

J. INFORMATION ON NATIONWIDE PERMIT VERIFICATION

Verification of the applicability of these Nationwide Permits is valid until March 14, 2026, unless the Nationwide Permit is modified, suspended, revoked, or the activity complies with any subsequent permit modification.

It is the applicant's responsibility to remain informed of changes to the Nationwide Permit program. A public notice announcing any changes will be issued when they occur and will be available for viewing at our website: <http://www.lrb.usace.army.mil/Missions/Regulatory.aspx>.

Please note in accordance with 33 CFR part 330.6(b), that if you commence or are under contract to commence an activity in reliance of the permit prior to the date this Nationwide permit expires, is suspended or revoked, or is modified such that the activity no longer complies with the terms and conditions, you have twelve months from the date of permit modification, expiration, or revocation to complete the activity under the present terms and conditions of the permit, unless the permit has been subject to the provisions of discretionary authority.

Possession of this permit does not obviate you of the need to contact all appropriate state and/or local governmental officials to ensure that the project complies with their requirements.

K. AGENCY CONTACT INFORMATION

NYS Board on Electric Generation Siting and the Environment (Siting Board)

Three Empire State Plaza
Albany, NY 12223-1350
(518) 949-0798
Email: Houtan.Moaveni@dps.ny.gov
www.dps.ny.gov/SitingBoard

NYS Department of Environmental Conservation www.dec.ny.gov

NYS DEC REGION 1

Regional Permit Administrator
SUNY @ Stony Brook
50 Circle Road
Stony Brook, NY 11790-3409
(631) 444-0365

NYS DEC REGION 2

Regional Permit Administrator
1 Hunter's Point Plaza
47-40 21st Street
Long Island City, NY 11101-5407
(718) 482-4997

NYS DEC REGION 3

Regional Permit Administrator
21 South Putt Corners Road
New Paltz, NY 12561-1620
(845) 256-3054

NYS DEC REGION 4

Regional Permit Administrator
1130 North Westcott Road
Schenectady, NY 12306-2014
(518) 357-2069

NYS DEC REGION 4 Sub-Office

Deputy Regional Permit Administrator
65561 State Hwy 10
Stamford, NY 12167-9503
(607) 652-7741

NYS DEC REGION 5

Regional Permit Administrator
PO Box 296
1115 Route 86
Ray Brook, NY 12977-0296
(518) 897-1234

NYS DEC REGION 5 Sub-Office

Deputy Regional Permit Administrator
PO Box 220
232 Golf Course Rd
Warrensburg, NY 12885-0220
(518) 623-1281

NYS DEC REGION 6

Regional Permit Administrator
317 Washington Street
Watertown, NY 13601-3787
(315) 785-2245

NYS DEC REGION 6 Sub-Office

Deputy Regional Permit Administrator
207 Genesee Street, Room 1404
Utica, NY 13501-2885
(315) 793-2555

NYS DEC REGION 7

Regional Permit Administrator
615 Erie Blvd. West, Room 206
Syracuse, NY 13204-2400
(315) 426-7438

NYS DEC REGION 8

Regional Permit Administrator
6274 E. Avon - Lima Road
Avon, NY 14414-9519
(585) 226-5400

NYS DEC REGION 9

Regional Permit Administrator
270 Michigan Avenue
Buffalo, NY 14203-2915
(716) 851-7165

NYS DEC REGION 9 Sub-Office

Deputy Regional Permit Administrator
182 East Union Street, Suite 3
Allegany, NY 14706-1328
(716) 372-0645

NYS Department of Public Service (NYS DPS)

Three Empire State Plaza
Albany, NY 12223-1350
(518) 949-0798
Email: Houtan.Moaveni@dps.ny.gov
www.dps.ny.gov

NYS Department of State (NYSDOS)

Office of Planning, Development
And Community Infrastructure
Consistency Review Unit
One Commerce Plaza
99 Washington Avenue, Suite 1010
Albany, NY 12231-00001
(518) 474-6000
Email: cr@dos.ny.gov
<https://www.dos.ny.gov/opd/programs/consistency/index.html>

NYS Office of Renewable Energy Siting (ORES)

Empire State Plaza
240 State Street
P-1 South, J Dock
Albany, NY 12242
(518) 949-0798
Email: Houtan.Moaveni@ores.ny.gov
www.ores.ny.gov

Saint Regis Mohawk Tribe

Water Resources Program
449 Frogtown Road
Akwesasne, NY 13655
www.srmt-nsn.gov

Seneca Nation

Environmental Protection Department
84 Iroquois Drive
Irving, NY 14081
(716) 532-2546

US Army Corps of Engineers

(For DEC Regions 1, 2 and 3)

US Army Corps of Engineers, NY District (NAN)

ATTN: Regulatory Branch, Room 16-406
26 Federal Plaza
New York, NY 10278-0090
For DEC Regions 1 & 2 - (917) 790-8511
For DEC Region 3 - (917) 790-8411
Email: CENAN-PublicNotice@usace.army.mil

(For DEC Regions 4, 5)

**US Army Corps of Engineers, NY District (NAN)
Upstate Regulatory Field Office**

ATTN: CENAN-OP-RU, Bldg. 10, 3rd Floor North
1 Buffington Street, Watervliet Arsenal
Watervliet, NY 12189-4000
(518) 266-6350 - Permits Processing Team
(518) 266-6360 - Compliance & Enforcement Team
Email: cenan.rfo@usace.army.mil

NAN Electronic Application Email:
CENAN-R-Permit-App@usace.army.mil

NAN website:
<http://www.nan.usace.army.mil/Missions/Regulatory/>

(For DEC Regions 6, 7, 8, 9)
**US Army Corps of Engineers,
Buffalo District (LRB)**

ATTN: Regulatory Branch
478 Main St
Buffalo, NY 14202
(716) 879-4330

LRB Electronic Application Email:
LRB.NewYork.RegActions@usace.army.mil

LRB website:
www.lrb.usace.army.mil/Missions/Regulatory/

US Environmental Protection Agency Region 2

Wetlands Protection Section
290 Broadway, 24th Floor
New York, NY 10007
212-637-3838
Email: Region2_CWA404@epa.gov

U.S. Army Corps of Engineers Regulatory Districts in New York State



- Legend**
- Buffalo District
 - New York District
 - NYSDEC Region Boundaries

ENCLOSURE 1

ENCLOSURE 1

Buffalo District

Regulatory Branch, District Office
1778 Niagara Street
Buffalo, New York 14207
(716) 879-4330

Regulatory Branch, Auburn Field Office
7413 County House Road
Auburn, New York 13021
(315) 255-8060

New York District

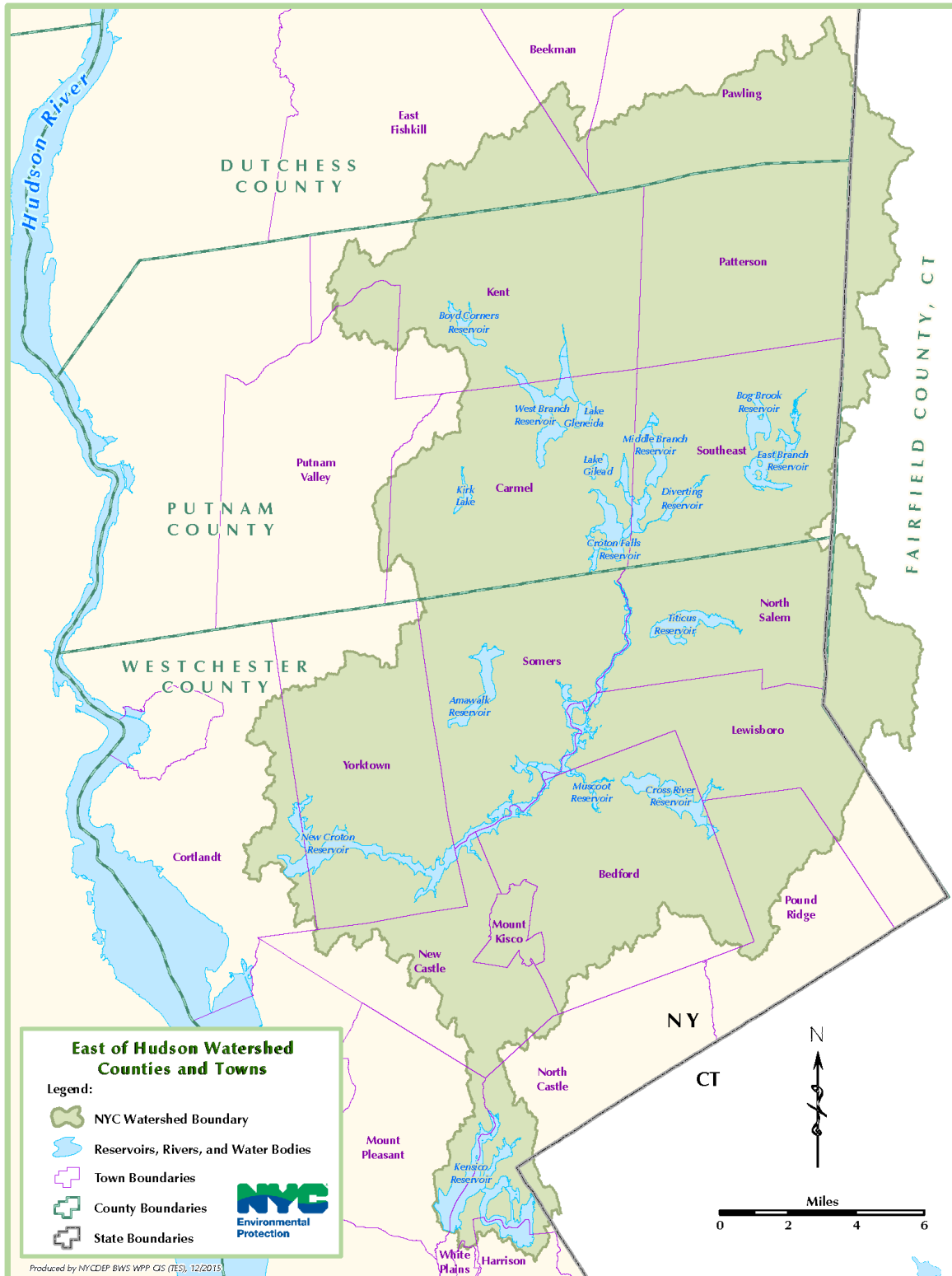
Regulatory Branch, District Office
26 Federal Plaza
New York, New York 10279-0090
(917) 760-8411

Regulatory Branch, Upstate Field Office
1 Buffington Street
Watervliet, New York 12189-4000
(518) 268-8360



U.S. Army
Corps of Engineers

ENCLOSURE 2



ENCLOSURE 3



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, NEW YORK DISTRICT
JACOB K. JAVITS FEDERAL BUILDING
26 FEDERAL PLAZA
NEW YORK NEW YORK 10278-0090

REGULATORY BRANCH

Attn: _____

Commercial Mooring Buoy Application Additional Information

Permit Application Number NAN-_____

Company Name: _____ Phone: _____

Attn: _____

Address: _____

Initial ☐ Renewal ☐

If Renewal, USCG Permit No. _____

Purpose: _____

LOCATION OF MOORING:

Anchorage: _____ Chart: _____ On Scene Depth (ft.): _____

Position*: _____ N _____ W

MOORING BUOY DATA:

No. of anchors: _____ Lbs. per anchor: _____ Type: _____

Chain size (in.): _____ Scope (yds.): _____

Pennant length (yds.): _____ Circ. /dia. (in.): _____ Type: _____

VESSEL/BARGE DATA:

Max size (LxBxD): _____x_____x_____ Max No. of barges: _____

Configuration (# abreast x # astern): _____x_____ Watch circle** (yds.): _____

Swing Radius (yards): _____

* Please provide a copy of the NOAA chart showing your proposed mooring buoy location and the swing radius; also identify the Anchorage Ground, if applicable

** Watch Circle = $\sqrt{(\text{length of scope})^2 - (\text{water depth})^2}$

Swing Radius = (Watch circle) + (Barge(s) length astern) + (Pendant length(s)) + (10% of swing radius). You must maintain an additional 10% of your Swing Radius from any adjacent mooring buoy Swing Radius for safety and maneuvering.

ENCLOSURE 4

Incident Report of Sea Turtle Take U.S. Army Corps of Engineers, New York District

Date _____ Time (specimen found) _____

Species Taken: Loggerhead Kemp's ridley Leatherback
 Green Unknown turtle Other
(please circle and describe how specimen was identified in Comments)

Animal: Alive / Dead (please circle)

Specimen Decomposition: FRESH SLIGHTLY MODERATELY SEVERELY

Approximate length _____ Approximate width _____
(please designate cm/m or inches)

Condition of specimen/description of animal

Animal tagged: YES / NO (please circle and record all tag numbers)

Tag # _____

Photograph attached: YES / NO (please circle)

(please label species, date, geographic site and name on photo back)

Fate of animal _____

Geographic Site _____

Location: Lat/Long _____

Approx. depth of gear _____

Location where animal found (leader, anchor line, buoy line, etc.)

Thickness and type of line (if applicable) _____

Mesh size and type of net (if applicable) _____

Debris in gear? _____

Weather conditions _____

Water temp: Surface _____ Below midwater (if known) _____

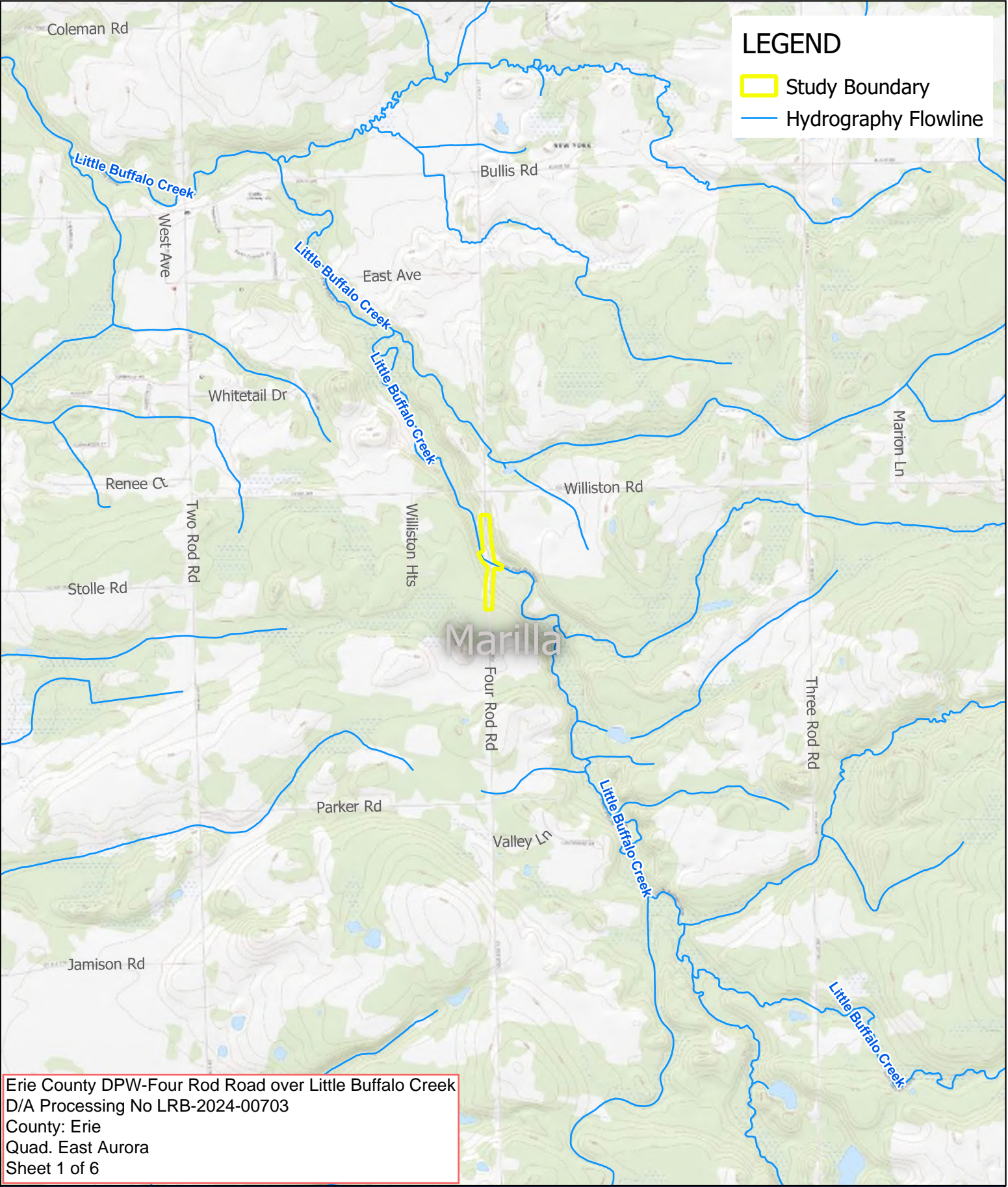
Tide state (Ebb or Flood) _____

Entanglement on downcurrent or upcurrent side of net? _____

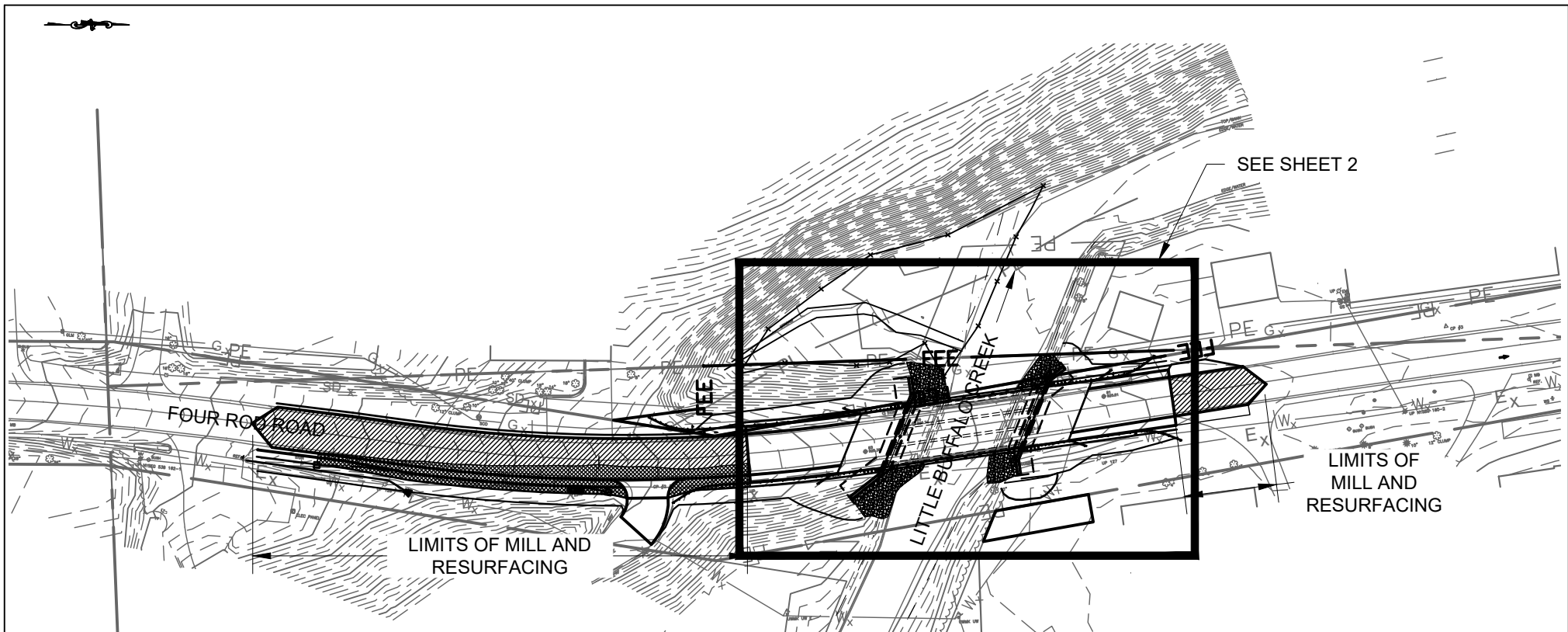
Comments/other (include justification on how species was identified)

Observer's Name _____ Permit # _____

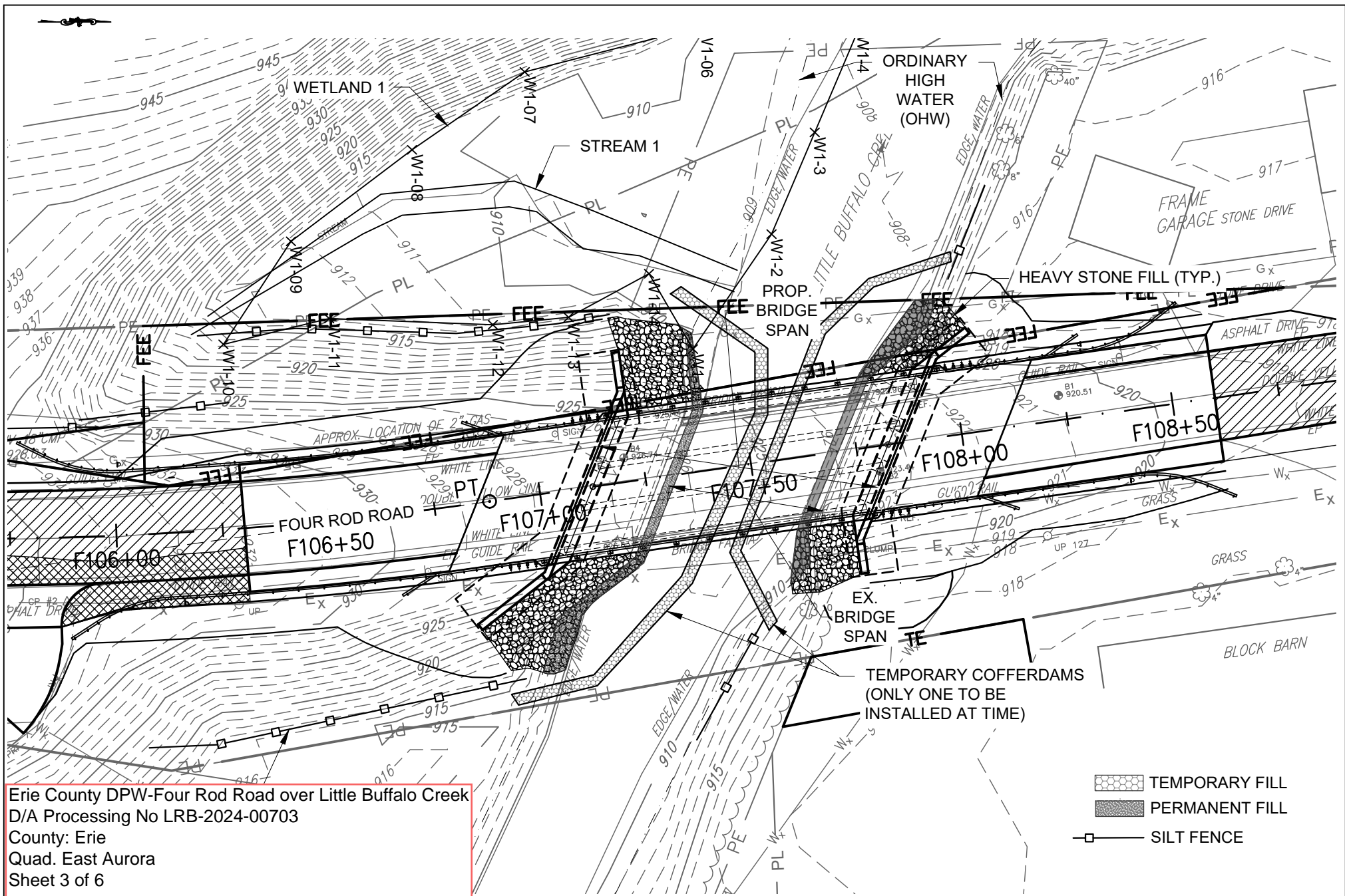
Notwithstanding any other provision of the law, no person is required to respond to, nor shall any person be subject to a penalty for failure to comply with, a collection of information subject to the requirements of the Paperwork Reduction Act, unless that collection of information displays a currently valid Office of Management and Budget Control Number.

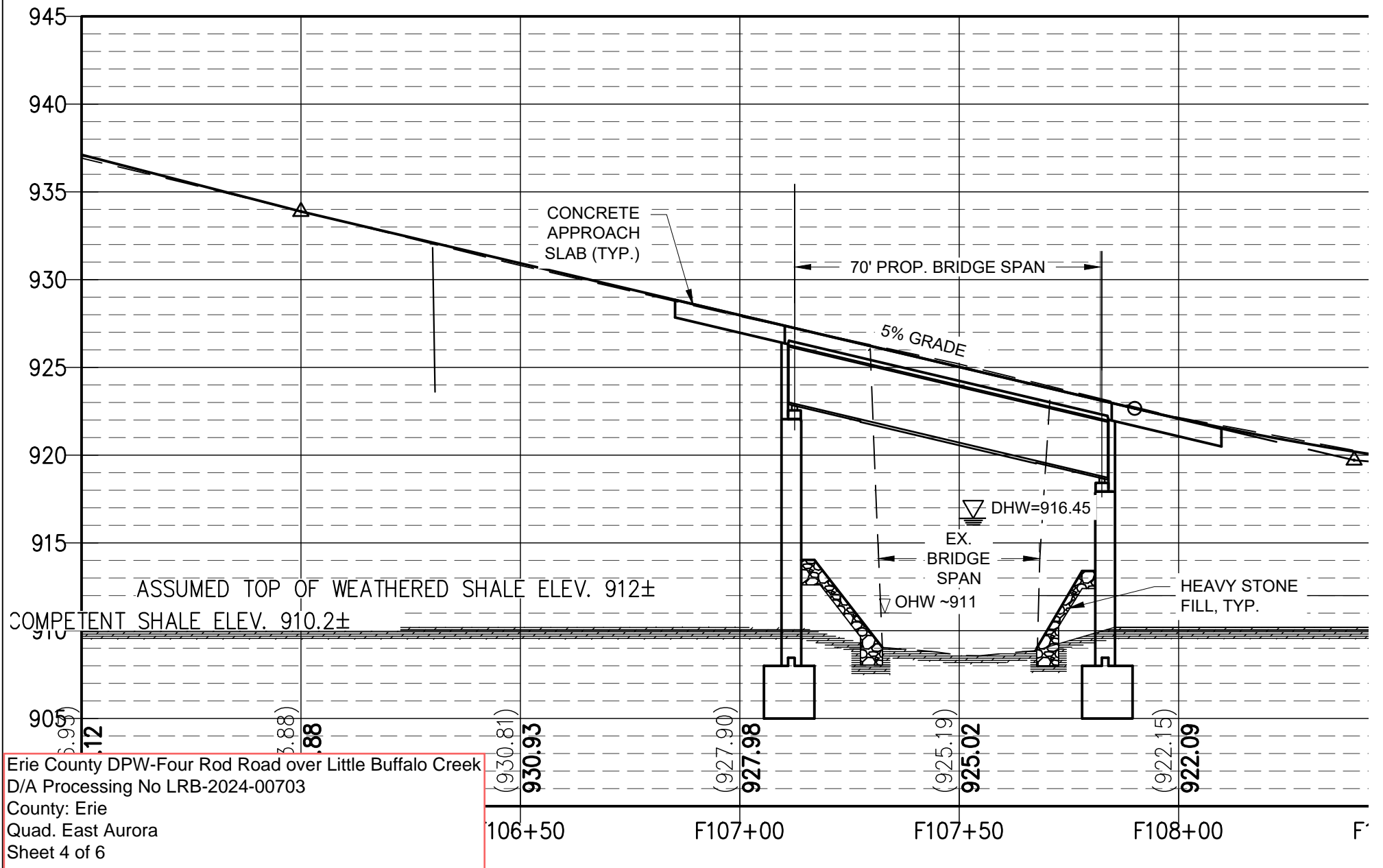


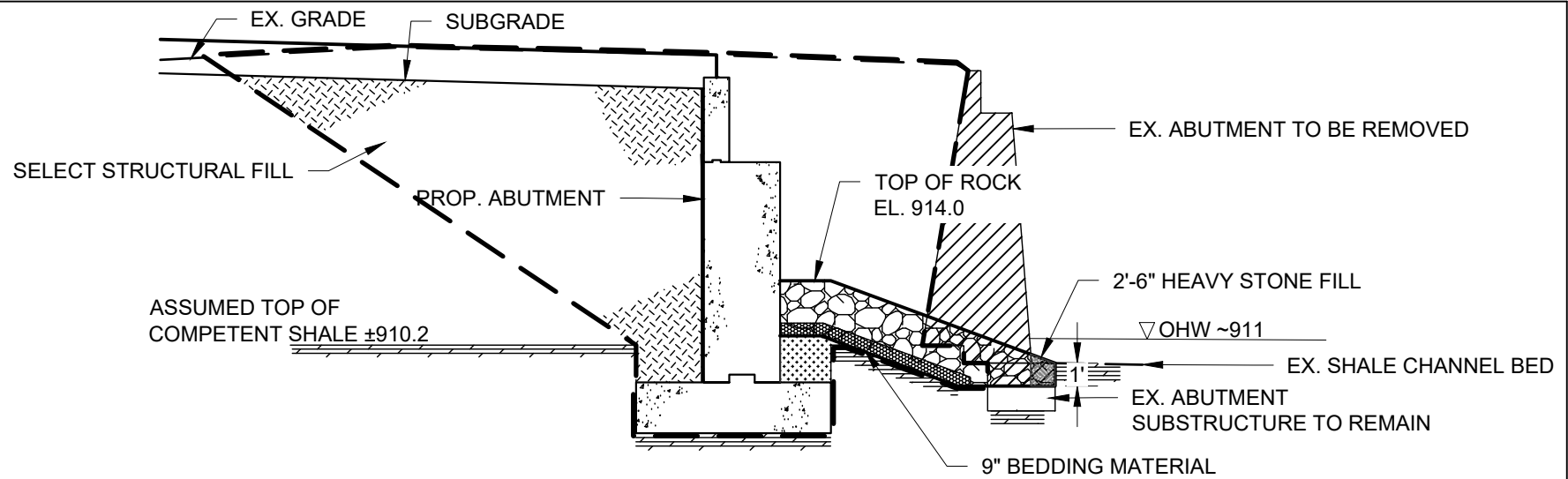
Erie County DPW-Four Rod Road over Little Buffalo Creek
D/A Processing No LRB-2024-00703
County: Erie
Quad. East Aurora
Sheet 1 of 6



Erie County DPW-Four Rod Road over Little Buffalo Creek
 D/A Processing No LRB-2024-00703
 County: Erie
 Quad. East Aurora
 Sheet 2 of 6

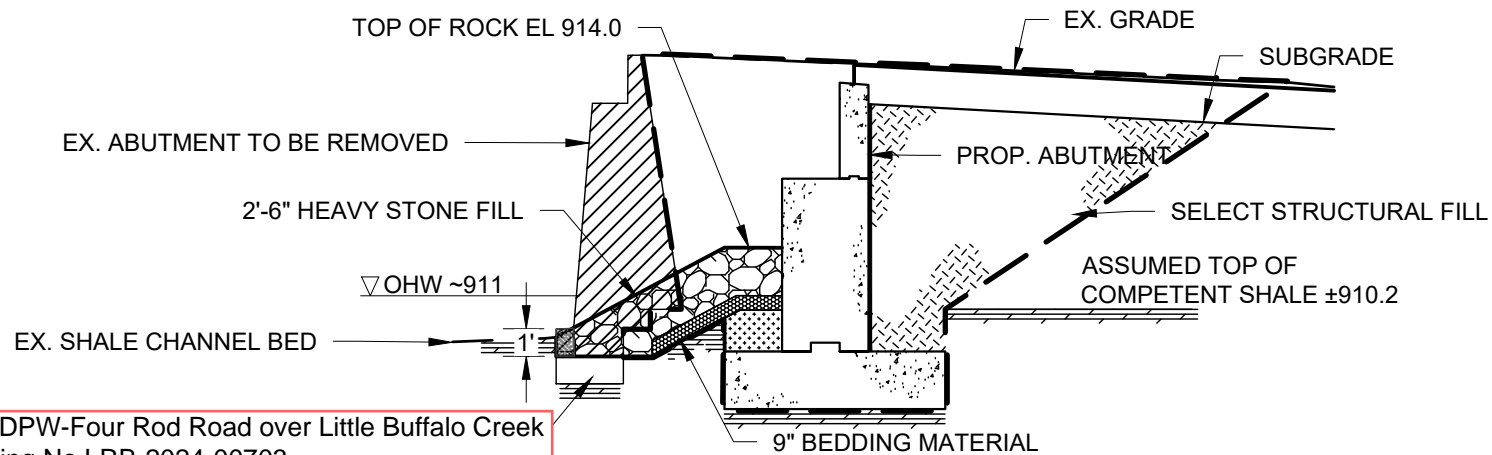






SOUTH ABUTMENT SECTION

NTS



NORTH ABUTMENT SECTION

NTS

PERMANENT FILL

Erie County DPW-Four Rod Road over Little Buffalo Creek
D/A Processing No LRB-2024-00703
County: Erie
Quad. East Aurora
Sheet 5 of 6

PERMANENT FILL			
EXCAVATION			
LOCATION	LF (ft)	Area (SF)	Vol (CY)
Little Buffalo Creek			
North Abutment	72	288	16
South Abutment	75	225	13
Total Stream	107*	513	29
FILL			
LOCATION	LF (ft)	Area (SF)	Vol (CY)
Little Buffalo Creek			
North Abutment	72	180	10
South Abutment	75	113	6
Total Stream	107*	293	16
Total Net Fill Stream:			-12
	LF (ft)	Area (SF)	Vol (CY)
Wetlands			
Wetland 1	--	6.3	--
Total Wetland	--	6.3	--
TEMPORARY FILL			
LOCATION	LF (ft)	Area (SF)	Vol (CY)
Temporary Cofferdam 1	112	336	37
Temporary Cofferdam 2	133	399	44
Total	137*	735	82
*Total linear footage of stream measured from most downstream end to most upstream end of all impacts, not strictly adding linear footage of each area.			

TEMPORARY WATERWAY DIVERSION/COFFERDAMS:

1. TEMPORARY WATERWAY DIVERSIONS/COFFERDAMS ARE LEFT TO THE CONTRACTOR TO DESIGN AS PART OF THEIR MEANS AND METHODS OF OPERATION. THE PLANS DEPICT A POTENTIAL DESIGN UTILIZING TWO SEPARATE TEMPORARY WATERWAY DIVERSIONS TO ISOLATE EACH ABUTMENT.
2. THE COFFERDAM MUST BE DESIGNED BY A PROFESSIONAL ENGINEER AND THE DESIGN AND WATER CONTROL METHODS BE PROVIDED TO THE OWNER/ENGINEER FOR APPROVAL PRIOR TO START OF CONSTRUCTION.
3. ANY CONSTRUCTED TEMPORARY WATERWAY DIVERSION STRUCTURE MUST:
 - 3.1. BE ENTIRELY REMOVABLE ONCE OPERATIONS CEASE.
 - 3.2. NO LOOSE, ERODIBLE MATERIALS ARE ALLOWED. SUGGESTED MATERIALS INCLUDE BULK SAND BAGS OR JERSEY BARRIERS SUPPLEMENTED WITH SAND BAGS.
 - 3.3. THE WATERWAY DIVERSION MUST LEAVE AT LEAST HALF OF THE AVAILABLE STREAM WIDTH OPEN FOR CHANNEL FLOWS.
4. ALL SEDIMENT LADEN WATER PUMPED FROM BEHIND THE TEMPORARY WATERWAY DIVERSION/COFFERDAM MUST BE PUMPED TO A SEDIMENT FILTER BAG OR OTHER APPROVED EROSION AND SEDIMENT CONTROL DEVICE IN AN UPLAND AREA TO BE FILTERED PRIOR TO RETURNING TO THE STREAM. NO SEDIMENT LADEN WATERS SHALL BE PUMPED DIRECTLY TO THE STREAM.

Erie County DPW-Four Rod Road over Little Buffalo Creek
 D/A Processing No LRB-2024-00703
 County: Erie
 Quad. East Aurora
 Sheet 6 of 6

January 6, 2024

SENT VIA EMAIL

Jon DePlanche
Erie County DPW
95 Franklin Street
Buffalo, New York 14717

Dear Jon DePlanche:

Permit Transmittal Letter

Four Rod Road over Little Buffalo Creek
Town of Marilla, Erie County
DEC ID No. 9-1454-00098

Enclosed is your permit which was issued in accordance with applicable provisions of the Environmental Conservation Law. The permit is valid for only that project, activity or operation expressly authorized. If modifications are desired after permit issuance, you must submit the proposed revisions and receive written approval from the Permit Administrator prior to initiating any change. If the Department determines that the modification represents a material change in the scope of the authorized project, activity, operation or permit conditions, you will be required to submit a new application for permit.

Please review all permit conditions carefully. In particular, identify your initial responsibilities under this permit in order to assure timely action if required. Since failure to comply precisely with permit conditions may be treated as a violation of the Environmental Conservation law, you are requested to provide a copy of the permit to the project contractor, facility operator, and other persons directly responsible for permit implementation (if any).

If you have any questions, please contact this office at the above address.

Sincerely,

Lisa M. Czechowicz
Regional Permit Administrator

CMB/slr
Enclosure

ec: NYSDEC Law Enforcement
Mandi Ohar, NYSDEC Division of Fish and Wildlife
Chris Driscoll, NYSDEC Division of Fish and Wildlife
Krista Greer, JM Davidson Engineering



PERMIT
Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:

ERIE COUNTY
95 FRANKLIN ST
BUFFALO, NY 14202-3904
(716) 652-8480

Facility:

Four Rod Rd Over Little Buffalo Creek
Four Rod Rd|1,100 ft S of Williston Rd
Marilla, NY

Facility Location: in MARILLA in ERIE COUNTY

Facility Principal Reference Point: NYTM-E: 210.924 NYTM-N: 4747.345
Latitude: 42°49'26.6" Longitude: 78°32'10.8"

Authorized Activity: Replacement of an existing bridge over Little Buffalo Creek with a 70-foot bridge. Approximately 82 cubic yards of temporary fill will be placed associated with the installation of two temporary cofferdams, approximately 29 cubic yards of fill will be excavated and subsequently approximately 16 cubic yards of permanent fill will be placed for the abutments.

Permit Authorizations

Stream Disturbance - Under Article 15, Title 5

Permit ID 9-1454-00098/00001

New Permit

Effective Date: 1/6/2025

Expiration Date: 1/5/2028

NYSDEC Approval

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

Permit Administrator: MICHELLE R WOZNICK, Deputy Regional Permit Administrator

Address: NYSDEC Region 9 Headquarters
700 Delaware Ave
Buffalo, NY 14209

Authorized Signature: _____

Michelle R. Woznick

Date 1 / 6 / 2025



Distribution List

Law Enforcement
MANDI OHAR
Christopher Driscoll
Krista Greer, JM Davidson Engineering

Permit Components

NATURAL RESOURCE PERMIT CONDITIONS

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Permit Attachments

Site Plan

7/22/2024

NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: STREAM DISTURBANCE

- 1. Conformance With Plans** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by JM Davidson Engineering and were received on July 22, 2024.
- 2. Notice of Intent to Commence Work** The permittee shall submit a Notice of Intent to Commence Work to Chelsea Boechel at dep.r9@dec.ny.gov at least 48 hours in advance of the time of commencement and shall also notify them promptly in writing of the completion of work.
- 3. Conditions Prevail Over Plans** If any condition of this permit conflicts with the approved plans, the permit condition shall prevail over the plans.
- 4. Work Prohibition Period** Construction activities in the Little Buffalo Creek are prohibited during the period October 15 - May 15.
- 5. Work in One Continuous Operation** Work within the stream must be done in one continuous operation.
- 6. Siltation Prevention Measures** Siltation prevention measures, such as silt fencing, sediment traps or settling basins, shall be installed and maintained during the project, to prevent movement of silt and turbid waters from the project site into any watercourse, stream, water body or wetland.



7. Cofferdam Not to Cause Turbidity, Siltation Any temporary cofferdam shall be constructed of materials such as sheet piling, sandbags or clean gravel that will not contribute to turbidity or siltation of the waterbody.

8. Clean Fill Only Only clean gravel and soil shall be used as fill in constructing the approaches to the new bridge.

9. Equipment Operations Equipment operations shall be confined to the easements shown on submitted plans. All work operations which may disturb the stream bed and banks (causing siltation) shall be kept to an absolute minimum.

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

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

11. Disposal of Stripped Pavement Asphalt, tar or macadam pavement shall be stripped from the bridge deck before proceeding with other dismantling activities. If the referenced material cannot be practically recycled to make new pavement, it shall be landfilled at a Department-approved site authorized to receive such waste. Bridge deck material and/or other project debris shall not be disposed of in flood plains or used as stream bank protection.

12. Debris from Dismantling During dismantling of the old bridge, every effort shall be taken to preclude the entry of debris to the stream.

13. Remove Temporary Bridge During Floods Equipment capable of removing the temporary bridge shall be available on-site during all construction phases. In the event of a flood, the permittee and/or his contractor shall use that equipment to remove or breach the temporary structure to minimize obstruction to stream flow. The Regional Permit Administrator shall be notified immediately, if such action becomes necessary.

14. Concrete Leachate During construction, no wet or fresh concrete or leachate shall be allowed to escape into any wetlands or waters of New York State, nor shall washings from ready-mixed concrete trucks, mixers, or other devices be allowed to enter any wetland or waters. Only watertight or waterproof forms shall be used. Wet concrete shall not be poured to displace water within the forms.

15. Use Pressure Treated Wood Where treated wood lumber is to be used in the construction of in-water structures, only pressure treated wood with a preservative and treatment process approved (stamped or otherwise marked as certified) by the American Wood Preservative Association can be used. Wood treated with CCA (Chromated Copper Arsenate) or ACQ (Alkaline Copper Quat) can be used in all aquatic environments. Wood treated with Pentachlorophenol can only be used in freshwater applications.



16. Wood Debris and Wash Water All treated wood must be aged in the open air for at least three months prior to in-water use. Wood with surface deposits must be washed for at least 5 minutes under running water prior to use. This washing must occur more than 100 feet from a wetland or waterbody. Wash water and any wood debris, such as sawdust, must not enter any wetland or waterbody.

17. Prohibited Treated Wood Creosote treated wood products cannot be used in New York State, except by the following entities: railroad companies for track and grade infrastructure; corporate, public and municipal owned electric utilities for utility poles.

18. Precautions Against Contamination of Waters All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.

19. State May Order Removal or Alteration of Work If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.

20. State Not Liable for Damage The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

21. State May Require Site Restoration If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may lawfully require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.



GENERAL CONDITIONS - Apply to ALL Authorized Permits:

1. Facility Inspection by The Department The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

2. Relationship of this Permit to Other Department Orders and Determinations Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

3. Applications For Permit Renewals, Modifications or Transfers The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator
NYSDEC Region 9 Headquarters
700 Delaware Ave
Buffalo, NY 14209

4. Submission of Renewal Application The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Stream Disturbance.

5. Permit Modifications, Suspensions and Revocations by the Department The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;



- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

6. Permit Transfer Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

Item B: Permittee's Contractors to Comply with Permit

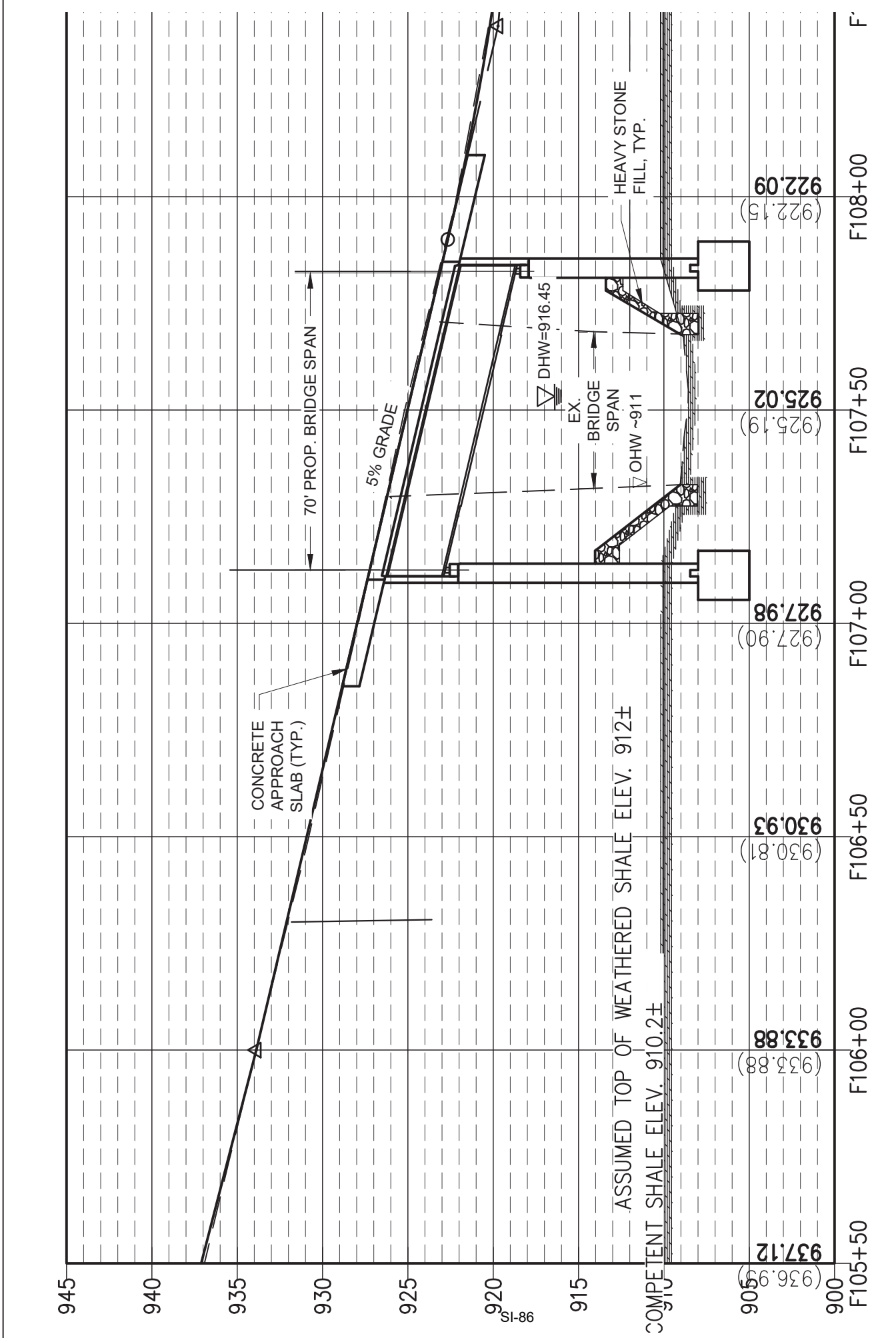
The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

Item C: Permittee Responsible for Obtaining Other Required Permits

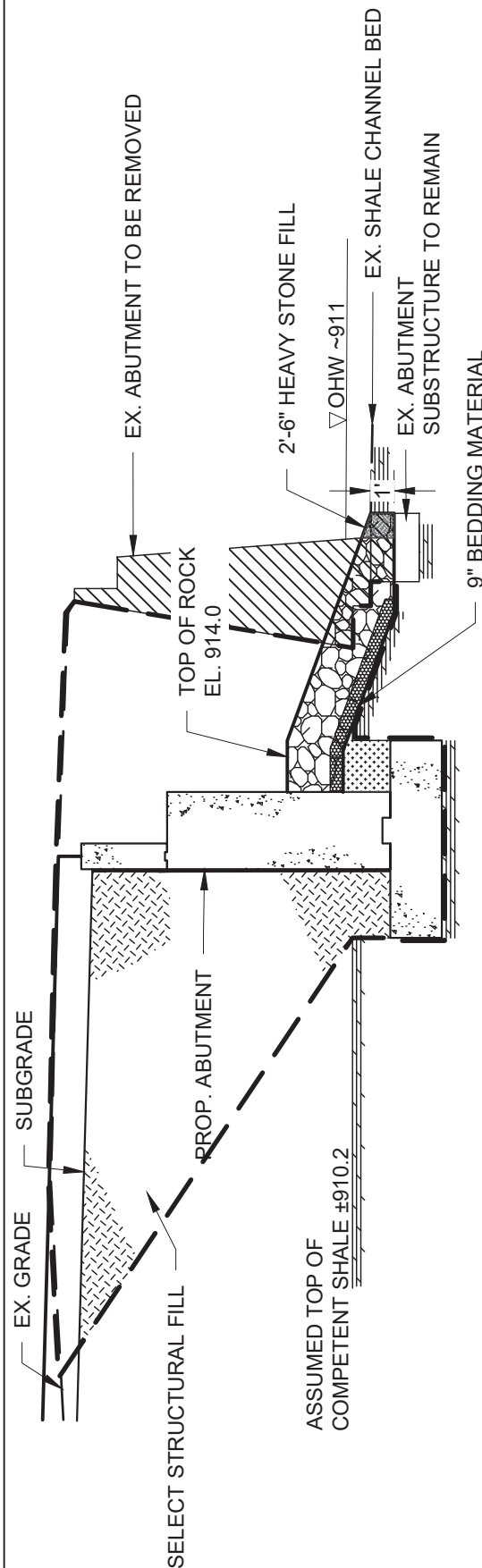
The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

Item D: No Right to Trespass or Interfere with Riparian Rights

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

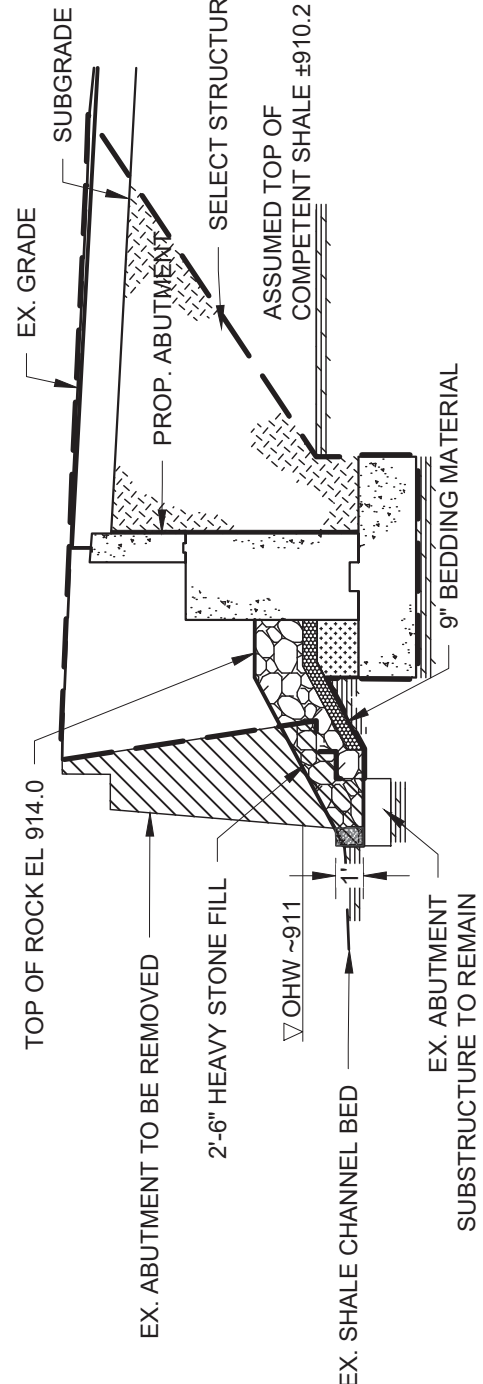


JMDavidson Engineering, D.P.C.	ERIE COUNTY DEPARTMENT OF PUBLIC WORKS		BRIDGE SECTION VIEW	
	FOUR ROD ROAD BRIDGE REPLACEMENT		DATE: JULY 2024	SHEET: 3 OF 5



SOUTH ABUTMENT SECTION
NTS

SI-87



NORTH ABUTMENT SECTION
NTS

PERMANENT FILL

PERMANENT FILL			
EXCAVATION			
LOCATION	LF (ft)	Area (SF)	Vol (CY)
Little Buffalo Creek			
North Abutment	72	288	16
South Abutment	75	225	13
Total Stream	107*	513	29
FILL			
LOCATION	LF (ft)	Area (SF)	Vol (CY)
Little Buffalo Creek			
North Abutment	72	180	10
South Abutment	75	113	6
Total Stream	107*	293	16
Total Net Fill Stream:			-12
TEMPORARY FILL			
LOCATION	LF (ft)	Area (SF)	Vol (CY)
Wetlands			
Wetland 1	--	6.3	--
Total Wetland	--	6.3	--
TEMPORARY FILL			
LOCATION	LF (ft)	Area (SF)	Vol (CY)
Temporary Cofferdam 1	112	336	37
Temporary Cofferdam 2	133	399	44
Total	137*	735	82
*Total linear footage of stream measured from most downstream end to most upstream end of all impacts, not strictly adding linear footage of each area.			

TEMPORARY WATERWAY DIVERSION/COFFERDAMS:

- TEMPORARY WATERWAY DIVERSIONS/COFFERDAMS ARE LEFT TO THE CONTRACTOR TO DESIGN AS PART OF THEIR MEANS AND METHODS OF OPERATION. THE PLANS DEPICT A POTENTIAL DESIGN UTILIZING TWO SEPARATE TEMPORARY WATERWAY DIVERSIONS TO ISOLATE EACH ABUTMENT.
- THE COFFERDAM MUST BE DESIGNED BY A PROFESSIONAL ENGINEER AND THE DESIGN AND WATER CONTROL METHODS BE PROVIDED TO THE OWNER/ENGINEER FOR APPROVAL PRIOR TO START OF CONSTRUCTION.
- ANY CONSTRUCTED TEMPORARY WATERWAY DIVERSION STRUCTURE MUST:
 - BE ENTIRELY REMOVABLE ONCE OPERATIONS CEASE.
 - NO LOOSE, ERODIBLE MATERIALS ARE ALLOWED. SUGGESTED MATERIALS INCLUDE BULK SAND BAGS OR JERSEY BARRIERS SUPPLEMENTED WITH SAND BAGS.
 - THE WATERWAY DIVERSION MUST LEAVE AT LEAST HALF OF THE AVAILABLE STREAM WIDTH OPEN FOR CHANNEL FLOWS.
- ALL SEDIMENT LADEN WATER PUMPED FROM BEHIND THE TEMPORARY WATERWAY DIVERSION/COFFERDAM MUST BE PUMPED TO A SEDIMENT FILTER BAG OR OTHER APPROVED EROSION AND SEDIMENT CONTROL DEVICE IN AN UPLAND AREA TO BE FILTERED PRIOR TO RETURNING TO THE STREAM. NO SEDIMENT LADEN WATERS SHALL BE PUMPED DIRECTLY TO THE STREAM.

**LOCALLY ADMINISTERED FEDERAL AID
CONTRACT REQUIREMENTS**

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

APPENDIX 12-1

CONSTRUCTION CONTRACT REQUIREMENTS

This page has been left intentionally blank.

CONTENTS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (FHWA Section 1273 X)..... 1

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING(FHWA 1273 Section XI)..... 1

FALSE CLAIMS CERTIFICATION (31 USC §3729, NYS Finance Law Article 13) 2

REPORTING VIOLATIONS OF NON-COLLUSIVE BIDDING PROCEDURES,..... 5

GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION 6

REQUIRED CONTRACT PROVISIONS..... 7

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

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 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.

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.

* * * * *

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.

* * * * *

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.

* * * * *

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
Item 564.20010008	Hot Dip Galvanizing of Structural Steel
Item 572.00020001	Metalizing
Item 627.50140008	Cutting Pavement

ITEM 564.20010008 – HOT-DIP GALVANIZING OF STRUCTURAL STEEL

DESCRIPTION

This work shall consist of hot-dip galvanizing of fabricated structural steel members.

MATERIALS

Materials for galvanizing shall meet the requirements of §719-01, Type I.

CONSTRUCTION DETAILS

Hot-dip galvanizing shall be in accordance with the material specifications.

Galvanizing shall be performed consistent with the current New York State Steel Construction Manual.

METHOD OF MEASUREMENT

This work will be measured as the number of pounds of steel hot-dip galvanized and installed as per the contract documents.

BASIS OF PAYMENT

The unit price bid per pound shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work including transportation to and from the galvanizing facility and any necessary drilling or reaming. No additional payment will be made for additional fabrication steps required as a result of the galvanizing process.

DESCRIPTION

This work shall consist of furnishing all materials and equipment necessary and to apply metalizing in accordance with the contract documents and as directed by the DCES.

Qualification of Metalizing Contractor

The metalizing contractor performing the work shall document previous experience in providing surface preparation for metalizing and metalizing application services in the shop and field, with a minimum history of three (3) successfully completed projects of similar complexity. The contractor shall be certified per the requirements of SSPC-QP 3.

The contractor shall submit experience and qualification records of all personnel performing the work.

Qualification of Thermal Spray Technicians and Personnel

The thermal spray technicians shall be qualified in accordance with ANSI/AWS C2.16 with a minimum passing adhesion of 700 psi, and must hold a certificate of satisfactory completion of training from the equipment manufacturer. The equipment used for qualification shall be equivalent to that used in production.

Each metalizing shift shall have at least one metalizing supervisor, meeting the thermal spray technician requirements, and who will additionally have a minimum of three years documented satisfactory metalizing experience on similar projects.

An SSPC certified Quality Control Supervisor shall be on the thermal spray company's staff and shall provide a Quality Control Plan to the DCES prior to the onset of work. The Quality Control Supervisor shall meet the requirements of Thermal Spray Supervisor as per SSPC-QP 6. Additionally, the Quality Control Supervisor shall have a minimum of five (5) years experience with satisfactory performance in abrasive blast cleaning of steel surfaces according to SSPC-SP 10 and shall have performed similar duties on two successful metalizing projects.

Codes and Standards

The provisions set forth in the latest issue of the following codes and standards shall apply unless otherwise indicated in the contract documents:

ASTM B 833, Standard Specification for Zinc Wire for Thermal Spraying (Metalizing).

ASTM C 633, Test Method for Adhesive/Cohesive Strength of Flame Sprayed Coatings.

ASTM D 4285, Method for Indicating Oil or Water in Compressed Air.

ASTM D 4417, Test Method for Field Measurement of Surface Profile of Blasted Steel.

NACE Standard RP0287, Field Measurement of Surface Profile of Abrasive Blast Cleaned Steel Surfaces Using a Replica Tape.

ASTM D 4541, Test Method for Pull-Off Strength of Coating Using Portable Adhesion Testers.

ITEM 572.0002NN01 - METALIZING

ASTM E1920, Standard Guide for Metallographic Preparation of Thermal Sprayed Coatings.

ASTM E2109, Standard Test Methods for Determining Area Percentage Porosity in Thermal Sprayed Coatings.

ANSI/AWS C2.16, Guide for Thermal-Spray Operator Qualification

ANSI/AWS C2.18, Guide for the Protection of Steel with Thermal Spray Coatings of Aluminum, Zinc, and Their Alloys and Composites.

SSPC-CS 23.00/AWS C2.23M/NACE No. 12, Specification for the Application of Thermal Spray Coatings (Metalizing) of Aluminum, Zinc, and their Alloys and Composites for the Corrosion Protection of Steel.

SSPC Publication, The Inspection of Coatings and Linings: A Handbook of Basic Practice for Inspectors, Owners, and Specifiers.

SSPC-AB 1, Mineral and Slag Abrasives.

SSPC-AB 2, Specification for Cleanliness of Recycled Ferrous Metallic Abrasives.

SSPC-AB 3, Ferrous Metallic Abrasives.

SSPC-PA 1, Shop, Field, and Maintenance Painting of Steel.

SSPC-PA 2, Measurement of Dry Coating Thickness with Magnetic Gages.

SSPC-QP 3, Standard Procedure for Evaluating Qualifications of Shop Painting Applicators

SSPC-QP 6, Standard Procedure for Evaluating the Qualifications of Contractors Who Apply Thermal Spray (Metalizing) for Corrosion Protection of Steel and Concrete Structures

SSPC-SP 1, Solvent Cleaning

SSPC-SP 10/NACE No. 2, Near-White Blast Cleaning.

SSPC-SP 11, Power Tool Cleaning to Bare Metal

SSPC-VIS 1, Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning.

Quality Control Plan

Prior to the start of work, the Contractor's QC Supervisor shall provide a written quality control plan and submit it to the DCES for approval. The plan shall include the procedure to be followed and equipment to be used for all processes outlined herein, including surface preparation and metalizing and seal coat application. The plan shall include a method of adhesion testing, thickness measuring, bend test protocol, testing frequency, and MSDS sheets for material utilized on the project. The plan shall outline the quality assurance procedures and any safety precautions that must be followed by workers and inspectors. No work shall commence until the DCES has approved the plan.

Job Reference Standard (JRS)

A job site pass/fail Job Reference Standard, representative of the work to be performed, shall be prepared by the metalizing applicator. The JRS will be used to evaluate the suitability of the application process. The JRS shall be made on a steel plate approximately 18 in. x 18 in. x 0.25 in. and shall be made with the actual equipment and process parameters and procedures (surface preparation, metalizing, sealing, and testing) that shall be used for the contracted work. The JRS shall be made in similar environmental conditions as the work to be performed. Thickness measurements and adhesion tests shall be performed on the JRS per this specification. The JRS

ITEM 572.0002NN01 - METALIZING

will be deemed unsatisfactory if any of the measurements or test results is less than the values indicated herein.

Metallographic testing shall be performed, in accordance with ASTM E1920 and ASTM E2109, on a JRS meeting the requirements of this section. Porosity of the metalized coating shall be less than 10% with less than 5% air inclusions in the film, and shall be fully bonded to the substrate with no air pockets between the coating and substrate. There shall be no interconnected porosity to the substrate for the contract specified thickness, intended technique of application, number of passes, and thickness applied per pass.

For steel assemblies exhibiting acute angles between structural members to be metalized in the shop after assembly, a similarly scaled steel, blasted mockup must be put together emulating the angles encountered. This mockup shall be metalized by the coating applicator, disassembled and adhesion testing shall be performed on the metalizing in the acute angle, per these specifications. If the mockup fails the adhesion test, the applicator shall change the application technique and/or adjust equipment to obtain proper adhesion results, thickness measurements and appearance requirements in acute angles.

Job Control Record (JCR)

The Contractor shall keep a Job Control Record, detailing the essential job information and the in-process quality control checkpoints required by this standard. The JCR shall include information on safety precautions, and the equipment, parameters, and procedures for surface preparation, thermal spraying, and sealing. Failure to perform production work in a manner consistent with the JCR guidelines will be cause for rejection.

MATERIALS

A. METALIZING

Certified alloy wire is required, and shall be composed of 85% zinc and 15% aluminum by weight. Wire shall meet the requirements of ASTM B-833 Standard Specification for Zinc and Zinc Alloy Wire for Thermal Spraying (Metalizing) for the Corrosion Protection of Steel. The Contractor shall submit a certificate with results of testing for chemical analysis to the DCES, for each lot of wire used on the job. The Contractor shall obtain written certification from the manufacturer of the alloy and will provide the certifications for each lot of wire a minimum of five business days prior to commencement of metalizing.

The metalizing 85/15 alloy shall have a minimum tensile bond of 700 psi.

B. ABRASIVE FOR BLAST CLEANING

Blast media shall be angular steel grit, angular aluminum oxide, or angular crushed slag, evaluated per SSPC-AB 3 for new abrasive material, and shall be capable of producing an angular anchor tooth profile. If abrasive material is to be recycled, the abrasive material shall be

ITEM 572.0002NN01 - METALIZING

evaluated prior to each reuse per the requirements of SSPC-AB 2. Use of silica sand, steel shot, or any other abrasives that result in a round surface profile is prohibited.

C. SEALER

Sealer shall UV resistant and be a urethane or epoxy polyamide penetrating sealer, type as recommended by the supplier for use on metalized surfaces. The sealer shall be VOC compliant for use in New York State. Sealer shall be of such viscosity to penetrate pores in metalized coating.

D. SUBMITTALS

The metalizing applicator shall submit the detailed procedures for surface preparation, metalizing application, and application of sealer coat, conforming to these specifications. The procedures shall detail the equipment, application process, in-process quality control, and Job Control Record to be used for the contract work. The information shall include:

1. Detailed procedures for surface preparation, thermal spraying, seal coating, and the in-process quality control checkpoints.
2. Equipment (surface preparation, thermal spraying, seal coating, and the in-process quality control) to be used and for which the detailed procedures apply.
3. Product Data and MSDS sheets for sealer.
4. Blasting media, thermal spray feedstock materials, and seal coat product.
5. Job Reference Standard.
6. Job Reference Standard test results report.
7. Job Control Record.
8. Repair of defective coatings per ANSI/AWS C2.18.
9. Certification of Class B slip coefficient and creep resistance. The certification shall include the written test results, including the thickness range required to meet the certification. Certification of Class B slip and creep resistance is not required for metalized to metalized faying surfaces meeting the requirements of this specification.

This information shall be submitted at least 10 work days prior to the schedule start of the Job Reference Standard (JRS).

CONSTRUCTION DETAILS

A. SURFACE PREPARATION

Prior to blast cleaning, steel surfaces shall be Solvent Cleaned in accordance with SSPC-SP 1, Solvent Cleaning, to remove all visible oil, grease, dirt, salt, and other contaminants. Then, all surfaces to be metalized shall be cleaned to SSPC-SP 10, Near-White Blast Cleaning, standards. All cleaning and coating shall be performed at the same facility. Surface finish and cleanliness shall be confirmed according to SSPC-VIS 1 standards. In the event of a dispute, the written SSPC SP-10 standard will take precedence.

ITEM 572.0002NN01 - METALIZING

Unacceptably hard surfaces, as defined by section 602 of the NYSDOT Steel Construction Manual, shall be removed by grinding, machining, or approved heat treating procedures, prior to abrasive blasting.

The substrate shall have an angular anchor tooth profile of 3 to 5 mils. Surface Profile measurements shall be made using X-course profile tape and a micrometer, as outlined in ASTM D4417. "Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel/NACE Standard RP0287, Field Measurement of Surface Profile of Abrasive Blast Cleaned Steel Surfaces Using a Replica Tape." Spot measurements shall be made approximately every 2000 ft² for automated blasting or 200 ft² for manual blasting. Take three measurements for each spot in an area approximately 1.5 in². Average the measurements and record in the Job Control Record.

Compressed air shall be free of oil and water and shall meet ASTM D4285, method for Indicating Oil or Water in Compressed Air. Utilize a compressed air system capable of delivery at the nozzle of 125 cfm at 120 psi. To minimize any contamination, use an oil/water separator on the airline. 120 psi of compressed air maintains the proper atomization of the molten wire producing the optimum spray pattern.

B. SYSTEM REQUIREMENTS

Only certified spooled metalizing wire, which is properly drawn, spooled and packaged, shall be used.

The metalizing equipment shall be set up, calibrated, and operated according to the manufacturer's instructions and technical manuals or the metalizing applicator's refinement thereto and as validated by the Job Reference Standard.

Spray parameters shall be set for spraying the specified thermal spray material and, at a minimum, be validated with the bend test. A bend test shall be satisfactorily performed at the beginning of crew and shift change.

A copy of the spray parameters used shall be attached to the Job Control Record.

C. SUBSTRATE CONDITION

The steel surface temperature shall be at least 5°F above the dew-point.

For flame spraying, preheat the initial starting area to a minimum of 250°F to prevent condensation of moisture in the flame onto the substrate. Validate preheating and non-preheating requirements with a tensile bond measurement and a bend test.

Time between the completion of the final anchor-tooth blasting (or final brush blasting) and the completion of the thermal spraying shall be no greater than six hours for steel substrates. In high-humidity and damp environments, shorter holding periods shall be used. If rust bloom or a

ITEM 572.0002NN01 - METALIZING

degraded coating appears at any time within the six-hour window, the procedure outlined in Section F, Surface or Coating Degradation shall be followed.

Extension of Time of Application

In low-humidity environments or in enclosed spaces using industrial dehumidification equipment, it will be possible to retard the oxidation of the steel and hold the surface finish for more than six hours. The metalizing applicator, with the approval of the DCES, can validate a holding period greater than six hours by determining the acceptable temperature-humidity envelope for the work enclosure by spraying and analyzing bend coupons and tensile-bond coupons.

A 1-mil to 2-mil flash coat of the metalizing may be applied within six hours of completing surface preparation to extend the holding period for up to four further hours beyond the complete application of the flash coat. The final metalizing thickness, however, shall be applied within four hours of the completion of the application of the flash coat provided the metalizing can be maintained free of contamination.

Validate the use of the flash TSC holding period with a tensile-bond measurement and a bend test.

- Clean and abrasive blast a representative job area and three bend-test coupons.
- Apply a flash metalizing to the representative job area and the three bend coupons.
- Wait the delay period in representative environmental conditions and apply the final metalizing thickness.
- Perform adhesion test and bend test on coupons.
- Flash metalizing and holding period are acceptable if the tensile bond and the bend test are satisfactory.

D. METALIZING

The applied 85/15 alloy metalizing thickness shall be a minimum of 12 mils, with a tolerance of - 0 and + 4 mils. For each coated component, the applied thickness shall be measured using a SSPC PA2 type 2 fixed probe gauge properly calibrated per certified coating thickness calibration standards, and measurements shall be recorded in the Job Control Report (JCR). Use a measurement line to measure the peaks and valleys of the metalizing, taking the average value of five readings along a line at 1.0 in. intervals. For complex geometries and geometric transitions, use a measurement spot approximately 1.5 square inches, and do not measure the peaks and valleys of the metalized coating. Record all measurements in the JCR. If upon inspection, and prior to sealer application, the metalizing thickness is less than the above stated requirements, the applicator shall apply additional metalizing to meet the thickness requirements.

No coating shall be applied unless the following conditions are met:

- The receiving surface shall be clean and absolutely dry.
- The surface temperature and ambient air temperature are as recommended by the coating equipment's manufacturer, except in no case shall coating work be performed when surface and ambient air temperatures are less than 40°F.

ITEM 572.0002NN01 - METALIZING

- The receiving surface temperature shall be at least 5°F above the dew point.
- The relative humidity shall not exceed 85%.

All coating applied in violation of these conditions shall be completely removed, and the affected surface cleaned and recoated in accordance with the stated requirements at no additional cost to the State.

Any staining that does occur shall be removed in a manner that does not cause damage to the seal or metalized coatings, at no cost to the State.

Surface Roughness: Surface roughness of the metalized coating shall be less than 4 mils in order to avoid unfilled valleys and low areas in the film.

E. SEALER

Sealer shall be applied and cured according to the paint manufacturer's instructions for use with metalizing, or as directed by the Engineer.

The seal coat shall be thin enough to penetrate into the body of the metalizing and seal the interconnected surface porosity. Typically the seal coat is applied at a spreading rate resulting in a theoretical 1.5 mil dry-film thickness.

Sealer shall be applied as soon as possible after thermal spraying, but shall be applied within eight hours after application of metalizing. If a sealer cannot be applied within eight hours, it shall be verified that the metalizing (a) has not been contaminated by visual inspection (10x), and (b) is dust-free (10x) using the clear cellophane tape test per ISO 8502-3 before applying the sealer.

If moisture is present or suspected in the pores of the metalizing, the steel shall be heated to 250 °F to remove the moisture prior to seal coat application. When possible, the steel shall be heated from the reverse side of the metalizing to minimize oxidation and contamination of the metalizing prior to sealing.

During application of the seal coat, it shall be visually validated that there was complete coverage of all intended areas. Companion steel coupons positioned near the metalizing shall receive a seal coat as well. The wet and dry film thicknesses of the seal coat on these companion coupons shall be used to verify that the correct thickness of seal coat is being applied to the metalizing. Measurements shall be recorded in the JCR.

The sealer shall not be applied to faying surfaces prior to assembly. Faying surfaces of all bolted connections shall be masked prior to application of the seal coat. Touch-up field sealant shall be applied after assembly of the connection.

F. SURFACE OR COATING DEGRADATION

ITEM 572.0002NN01 - METALIZING

If rust bloom, blistering or a degraded coating appears at any time during the application of the metalizing, the following procedure applies:

1. Stop spraying.
2. Mark off the satisfactorily sprayed area.
3. Call the Thermal Spray Inspector/Foreman to observe and evaluate the error.
4. Report the deficiency to the purchaser and record the deficiency.
5. Repair the unsatisfactory area by removing the degraded metalizing, re-blast to a minimum near-white metal finish (SSPC-SP 10 standard), and returning to the specified anchor tooth profile depth.
6. Recoat the blasted area as per this specification.
7. Record the actions taken to resume the job in the JCR.

G. FIELD REPAIRS

The only field work allowed to be done under this item is touch-up work after all steel erection and all concrete placement has been completed. All areas requiring field repairs shall be clearly marked. All the requirements of this specification shall apply to field coating material with the following modifications:

1. All dirt, grease and other foreign matter shall be removed in accordance with SSPC-SP 1, Solvent Cleaning. Clean the damaged area of all loose and cracked coating by power tool to bare metal in accordance with SSPC-SP 11, Power Tool Cleaning to Bare Metal.
2. Roughen the damaged area and the surrounding 2 inches to produce a suitable anchor for the coating. All repaired areas shall be tested for proper anchor tooth profile in accordance with ASTM D4417 and as per this specification.
3. All damage to the coating system shall be corrected by the contractor in accordance with the requirements of this specification and to the satisfaction of the Engineer at no additional cost to the State.
4. The overlap of thermal spray edges shall be tested for proper adhesion at each repair location in accordance with this specification.

H. ADHESION TEST

Random adhesion testing shall be performed for each coated component, utilizing self aligning portable pull-off adhesion testing equipment, in accordance with ASTM D 4541 standards. The minimum tensile bond value shall be 700 psi.

Use adhesive recommended by the instrument manufacturer, or equivalent. Attach adhesive manufacturer's instructions to the job control record.

One portable tensile-bond measurement shall be made every 500 ft². If the tensile bond is less than the contract specification, additional tensile bond measurements shall be made to identify the limits or boundaries of the degraded metalizing. The degree of added testing that is necessitated by coating deficiencies will be solely determined by the State, and shall be performed at no added cost to the State. Any degraded metalizing shall be removed and reapplied as per Section F, Surface or Coating Degradation. The tensile force shall be measured

ITEM 572.0002NN01 - METALIZING

to 700 psi. The tensile force shall then be reduced and the tensile fixture removed without damaging the metalizing.

I. BEND TEST

Conduct a bend test at the beginning of each work shift or crew change:

1. Use carbon steel coupons of approximate dimensions 2 in. x 4 in. to 8 in. x 0.050 in.
2. Surface preparation according to contract specification.
3. Spray 12-mil to 15-mil thick metalizing in crossing passes, laying down approximately 3 to 4 mils for each pass.
4. Bend coupons 180° around a 0.5-in. diameter mandrel.
 - a. Bend test passes if there is no cracking or only minor cracks with no spalling or lifting (by a knife blade) from the substrate.
 - b. Bend test fails if the coating cracks with lifting (by a knife blade) from the substrate.

Bend test shall be performed on coupons without sealant coats.

J. WEATHER CONSIDERATIONS:

Thermal spraying in low-temperature environments (below freezing):

Substrate shall meet the surface temperature and holding period specified in Section C, Substrate Condition. No moisture or condensation is permissible on the surface during surface preparation and thermal spraying.

Qualify metalizing period with a tensile-bond measurement and a bend test. Meet the tensile bond and metallographic requirements specified herein.

METHOD OF MEASUREMENT

This work will be measured on a lump sum basis.

BASIS OF PAYMENT

The lump sum price bid shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work.

Note: “nn” denotes a serialized pay item.

572.00020101	Metalizing, Type 1
572.00020201	Metalizing, Type 2
572.00020301	Metalizing, Type 3
572.00020401	Metalizing, Type 4
572.00020501	Metalizing, Type 5
572.00020601	Metalizing, Type 6

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.

AGGREGATE SOURCES

The aggregate sources that used to be in tabular form are now located on the NYSDOT website at the following link.

<https://gisportalny.dot.ny.gov/portalny/apps/webappviewer/index.html?id=4c02ef6c95fd481daf82d37306832a25>

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 DPW

Brian Carlson
403 Main Street Suite 330
Buffalo NY 14203

Schedule Year 2024 through 2025
Date Requested 08/22/2024
PRC# 2024010748

Location 42.824084, -78.536240
Project ID# FA-5763.37-24
Project Type Replacement of the Four Rod Road bridge, BIN 3328050, over Little Buffalo Creek The new bridge will have a 70 ft. span and 35'-4" overall width. There is additional highway work limited to the

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 DPW

Brian Carlson
403 Main Street Suite 330
Buffalo NY 14203

Schedule Year 2024 through 2025
Date Requested 08/22/2024
PRC# 2024010748

Location 42.824084, -78.536240
Project ID# FA-5763.37-24
Project Type Replacement of the Four Rod Road bridge, BIN 3328050, over Little Buffalo Creek The new bridge will have a 70 ft. span and 35'-4" overall width. There is additional highway work limited to the

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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

Social Security Numbers on Certified Payrolls:

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

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

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

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

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

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

Effective June 23, 2020

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

(12.20)

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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



Required Notice under Article 25-B of the Labor Law

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

The law says that you are an employee unless:

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

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

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

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

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

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

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

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

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

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

Employer Name:

IA 999 (09/16)



Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

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

Chapter 629 of
the Labor Laws
of 2007:

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



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

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

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

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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
--------------------------------------	------------

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
---------------	----------

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
---------	---------	---------	---------

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:
Journeyman 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
-----------	----------

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
-----------	------------

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	\$ 5.70
	*plus 3% of the hour wage paid	*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
-----------	------------	--------------------------

Plasterer	\$ 32.55	\$ 1.50
-----------	----------	---------

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 Setter

DISTRICT 5

ENTIRE COUNTIES

Erie, Niagara, Orleans

PARTIAL COUNTIES

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

WAGES

Per hour: 07/01/2024

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, Schuylar, 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*
---------------	-----------

*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
-----------	------------

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
---------------------	----------

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
---------------------------	-------------------

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
---------------	---------	---------

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*
-----------	----------	----------

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:

Journeymen \$ 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

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%

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
------------	----------

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

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

07/01/2024

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
---------------	-------------------

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
--------------------------	-------------------

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, Schuyler, 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

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 08/16/2024

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

NYSDOL Bureau of Public Work Debarment List 08/16/2024

Article 8

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 TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****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

NYSDOL Bureau of Public Work Debarment List 08/16/2024

Article 8

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

NYSDOL Bureau of Public Work Debarment List 08/16/2024

Article 8

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 08/16/2024

Article 8

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 BELLEROSSE 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 BISSEAR		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 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025

NYSDOL Bureau of Public Work Debarment List 08/16/2024

Article 8

DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	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 CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
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 CONSTRUCTION	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTING, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026

NYSDOL Bureau of Public Work Debarment List 08/16/2024

Article 8

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
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
BOILERMAKER.....	\$ 35.10	30.75

BRNY0008-004 07/01/2022

CHATAUQUA COUNTY AND CATTARAUGUS COUNTY (EXCLUDING TWNSP OF PERRYSBURG)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 34.88	23.10

BRNY0045-001 07/01/2020

ERIE, CATTARAUGUS (Towns of Perrysburg & Gowanda)

	Rates	Fringes
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
Carpenters:.....	\$ 34.18	25.10

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, mixer 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), revinuis 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
--	-------	---------

Laborers:

HEAVY AND HIGHWAY
(ZONE I)

GROUP 1.....	\$ 30.65	26.23
GROUP 2.....	\$ 31.05	26.23

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
Laborers:		
CATTARAUGUS COUNTY AND CHAUTAUQUA COUNTY (Remaining Townships) HEAVY AND HIGHWAY		
GROUP 1.....	\$ 30.65	26.23
GROUP 2.....	\$ 31.05	26.23
CHAUTAUQUA COUNTY (Townships of Ripley, Westfield, Portland, Pomfret, Dunkirk, Sheridan, Hanover, Villanova, Arkwright, Cherry Creek and Charlotte) HEAVY AND HIGHWAY CONSTRUCTION		
GROUP 1.....	\$ 31.19	25.03
GROUP 2.....	\$ 31.59	25.03

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 Opertor 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 CHAUTAQUA 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, Villenova); 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
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

PAIN004-004 05/01/2023

ERIE COUNTY, (AREA NORTH OF WHITEHAVEN ROAD, GRAND ISLAND, NEW YORK)

	Rates	Fringes
Painters:		
BUILDING CONSTRUCTION		
Lead Abatement.....	\$ 25.43	19.51
Painters.....	\$ 24.68	19.51
Spraying, Paperhangers, Sand-Blasting, Swinging scaffold.....	\$ 24.93	19.51
Tapers.....	\$ 25.18	19.51
HEAVY & HIGHWAY CONSTRUCTION		
Bridge Painter.....	\$ 42.06	30.59

PAIN004-007 05/01/2023

	Rates	Fringes
GLAZIER.....	\$ 30.48	26.34

PAIN004-008 05/01/2023

CATTARAUGUS 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
Painters: (HEAVY & HIGHWAY CONSTRUCTION)		
Bridges.....	\$ 42.06	30.59

PAIN004-017 05/01/2023		

CATTARAUGUS 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
Painters: (HEAVY & HIGHWAY CONSTRUCTION)		
Bridges.....	\$ 42.06	30.59

PLAS009-001 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
ROOFER.....	\$ 23.65	11.99

SFNY0669-001 01/01/2024

	Rates	Fringes
SPRINKLER FITTER.....	\$ 42.73	27.05

SHEE0071-001 05/27/2024

ERIE COUNTY:

	Rates	Fringes
Sheet metal worker.....	\$ 39.50	29.18

SHEE0112-001 07/01/2023

CATTARAUGUS AND CHAUTAUQUA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 31.00	24.56

TEAM0264-001 07/01/2023

CATTARAUGUS AND CHAUTAUQUA COUNTIES

	Rates	Fringes
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 equipent and double-hitched equipment where not self-loaded.

TEAM0449-002 07/01/2023

ERIE COUNTY

	Rates	Fringes
Truck drivers: (Includes Single Axle Dump and Off-Highway Dump Trucks).....	\$ 44.48	8.16+a+b

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.

=====

** 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.

=====

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 Replacement of the Four Rod Road Bridge over Little Buffalo Creek work for FA-5763.37-25 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

Replacement of Four Road Road Bridge BR-356-01 over Little Buffalo Creek - FA-5763.37-25

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.**

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	NEC	FOR: <u>CLEARING AND GRUBBING</u>				
		_____ Per LS				
202.120001	NEC	FOR: <u>REMOVING EXISTING SUPERSTRUCTURES</u>				
		_____ Per LS				
202.19	325	FOR: <u>REMOVAL OF SUBSTRUCTURES</u>				
		_____ Per CY				
203.02	500	FOR: <u>UNCLASSIFIED EXCAVATION AND DISPOSAL</u>				
		_____ Per CY				
203.03	1000	FOR: <u>EMBANKMENT IN PLACE</u>				
		_____ Per CY				
203.07	75	FOR: <u>SELECT GRANULAR FILL</u>				
		_____ Per CY				



ERIE COUNTY DEPARTMENT OF PUBLIC WORKS

Replacement of Four Road Road Bridge BR-356-01 over Little Buffalo Creek - FA-5763.37-25

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.**

ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT OF BID	
			DOLLARS	CENTS	DOLLARS	CENTS
203.21	1200	FOR: <u>SELECT STRUCTURE FILL</u>				
		_____ Per CY				
206.01	2400	FOR: <u>STRUCTURE EXCAVATION</u>				
		_____ Per CY				
206.0201	25	FOR: <u>TRENCH AND CULVERT EXCAVATION</u>				
		_____ Per CY				
207.26	250	FOR: <u>PREFABRICATED COMPOSITE STRUCTURAL DRAIN</u>				
		_____ Per SY				
209.13	405	FOR: <u>SILT FENCE-TEMPORARY</u>				
		_____ Per LF				
209.1501	200	FOR: <u>TURBIDITY CURTAIN - TEMPORARY</u>				
		_____ Per LF				



ERIE COUNTY DEPARTMENT OF PUBLIC WORKS

Replacement of Four Road Road Bridge BR-356-01 over Little Buffalo Creek - FA-5763.37-25

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.**

ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT OF BID	
			DOLLARS	CENTS	DOLLARS	CENTS
210.3302	30	FOR: REMOVAL AND DISPOSAL OF BOND BREAKER/FILLER ACM				
		_____ Per SF				
304.12	375	FOR: SUBBASE COURSE, TYPE 2				
		_____ Per CY				
404.0001	17	FOR: PLANT PRODUCTION QUALITY ADJUSTMENT TO ASPHALT ITEMS	\$90	00	\$1,530	00
		Ninety Dollars and No Cents _____ Per QU				
404.0189	40	FOR: TRUING & LEVELING F9, ASPHALT, 80 SERIES COMPACTION				
		_____ Per TON				
404.0983	100	FOR: 9.5 F3 TOP COURSE ASPHALT, 80 SERIES COMPACTION				
		_____ Per TON				
404.1989	75	FOR: 19 F9 BINDER COURSE ASPHALT, 80 SERIES COMPACTION				
		_____ Per TON				



ERIE COUNTY DEPARTMENT OF PUBLIC WORKS

Replacement of Four Road Road Bridge BR-356-01 over Little Buffalo Creek - FA-5763.37-25

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.**

ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT OF BID	
			DOLLARS	CENTS	DOLLARS	CENTS
404.3789	160	FOR: 37.5 F9 BASE COURSE ASPHALT, 80 SERIES COMPACTION				
		_____ Per TON				
407.0103	95	FOR: STRAIGHT TACK COAT				
		_____ Per GAL				
490.30	785	FOR: MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE				
		_____ Per SY				
553.010001	1	FOR: COFFERDAMS (TYPE 1)				
		_____ Per EACH				
553.010002	1	FOR: COFFERDAMS (TYPE 1)				
		_____ Per EACH				
555.0012	190	FOR: FOOTING CONCRETE, PERFORMANCE - INTERNAL CURE				
		_____ Per CY				



ERIE COUNTY DEPARTMENT OF PUBLIC WORKS

Replacement of Four Road Road Bridge BR-356-01 over Little Buffalo Creek - FA-5763.37-25

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.**

ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT OF BID	
			DOLLARS	CENTS	DOLLARS	CENTS
555.0022	270	FOR: CONCRETE FOR STRUCTURES, PERFORMANCE - INTERNAL CURE _____ Per CY				
555.9901	1	PERFORMANCE CONCRETE QUALITY ADJUSTMENT - FOOTING FOR: CONCRETE Ninety Dollars and No Cents _____ Per QU	\$90	00	\$90	00
555.9902	1	PERFORMANCE CONCRETE QUALITY ADJUSTMENT - CONCRETE FOR FOR: STRUCTURES Ninety Dollars and No Cents _____ Per QU	\$90	00	\$90	00
556.0203	31500	FOR: GALVANIZED BAR REINFORCEMENT FOR STRUCTURES _____ Per LB				
556.03	539	FOR: STUD SHEAR CONNECTORS FOR BRIDGES _____ Per EACH				
557.1013	180	STRUCTURAL APPROACH SLAB WITH INTEGRAL WEARING SURFACE FOR: TYPE 3 FRICTION _____ Per SY				



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.

ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT OF BID	
			DOLLARS	CENTS	DOLLARS	CENTS
557.1113	280	SUPERSTRUCTURE SLAB WITH INTEGRAL WEARING SURFACE BOTTOM FOR: FORMWORK REQUIRED - TYPE 3 FRICTION <hr/> <div style="text-align: right;">Per</div> <hr/> <div style="text-align: right;">SY</div>				
557.29	450	WINTER SURFACE TREATMENT - SUPERSTRUCTURE SLABS AND FOR: STRUCTURAL APPROACH SLABS <hr/> <div style="text-align: right;">Per</div> <hr/> <div style="text-align: right;">SY</div>				
557.9901	1	PERFORMANCE CONCRETE QUALITY ADJUSTMENT - FOR: SUPERSTRUCTURE AND APPROACH SLAB <hr/> <div style="text-align: right;">Per</div> <div style="text-align: right;">Ninety Dollars and No Cents</div> <hr/> <div style="text-align: right;">QU</div>	\$90	00	\$90	00
558.02	425	FOR: LONGITUDINAL SAWCUT GROOVING OF STRUCTURAL SLAB SURFACE <hr/> <div style="text-align: right;">Per</div> <hr/> <div style="text-align: right;">SY</div>				
559.01	4600	PROTECTIVE SEALING OF STRUCTURAL CONCRETE ON NEW BRIDGE, FOR: DECKS AND BRIDGE DECK OVERLAYS <hr/> <div style="text-align: right;">Per</div> <hr/> <div style="text-align: right;">SF</div>				
559.02	3000	FOR: PROTECTIVE SEALING OF NEW STRUCTURAL CONCRETE <hr/> <div style="text-align: right;">Per</div> <hr/> <div style="text-align: right;">SF</div>				



ERIE COUNTY DEPARTMENT OF PUBLIC WORKS

Replacement of Four Road Road Bridge BR-356-01 over Little Buffalo Creek - FA-5763.37-25

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.**

ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT OF BID	
			DOLLARS	CENTS	DOLLARS	CENTS
564.0501	NEC	FOR: <u>STRUCTURAL STEEL, TYPE 1</u>				
		_____ Per LS				
564.20010008	5250	FOR: <u>HOT-DIP GALVANIZING OF STRUCTURAL STEEL</u>				
		_____ Per LB				
565.2023	4	FOR: <u>TYPE E.B. FIXED BEARING (112 TO 168 KIPS)</u>				
		_____ Per EACH				
565.2033	4	FOR: <u>TYPE E.B EXPANSION BEARING (112 TO 168 KIPS)</u>				
		_____ Per EACH				
568.51	165	FOR: <u>STEEL BRIDGE RAILING (FOUR RAIL)</u>				
		_____ Per LF				
568.70	128	FOR: <u>TRANSITION BRIDGE RAILING</u>				
		_____ Per LF				



ERIE COUNTY DEPARTMENT OF PUBLIC WORKS

Replacement of Four Road Road Bridge BR-356-01 over Little Buffalo Creek - FA-5763.37-25

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.**

ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT OF BID	
			DOLLARS	CENTS	DOLLARS	CENTS
570.090001	NEC	FOR: ENVIRONMENTAL GROUND PROTECTION				
		_____ Per LS				
570.100001	NEC	FOR: ENVIRONMENTAL WATERWAY PROTECTION				
		_____ Per LS				
571.03	490	FOR: DISPOSAL OF HAZARDOUS PAINT WASTE CONTAINING LEAD				
		_____ Per LB				
572.00020101	NEC	FOR: METALIZING, TYPE 1				
		_____ Per LS				
603.171416	1	GALVANIZED STEEL END SECTIONS-PIPE (2-2/3" X 1/2" CORRUGATIONS) FOR: 24 INCH DIAMETER, 16 GAUGE				
		_____ Per EACH				
603.9818	90	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND FOR: STORMDRAIN 18 INCH DIAMETER				
		_____ Per LF				



ERIE COUNTY DEPARTMENT OF PUBLIC WORKS

Replacement of Four Road Road Bridge BR-356-01 over Little Buffalo Creek - FA-5763.37-25

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.**

ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT OF BID	
			DOLLARS	CENTS	DOLLARS	CENTS
606.10	168	FOR: BOX BEAM GUIDE RAILING				
		_____ Per LF				
606.120201	4	FOR: BOX BEAM GUIDE RAILING END ASSEMBLY, TYPE IIA				
		_____ Per EACH				
606.58	190	RESETTING HEAVY POST BLOCKED-OUT (MOD.) CORRUGATED BEAM FOR: GUIDE RAILING				
		_____ Per LF				
606.5941	2	RESETTING ANCHORAGE UNITS FOR HEAVY POSTS BLOCKED-OUT FOR: (MOD.) CORRUGATED BEAM GUIDE RAILING				
		_____ Per EACH				
606.7101	445	REMOVING AND DISPOSING HEAVY POSTS BLOCKED-OUT (MOD.) FOR: CORRUGATED BEAM GUIDE RAILING				
		_____ Per LF				
606.7941	4	REMOVING AND DISPOSING ANCHORAGE UNITS FOR HEAVY POSTS FOR: BLOCKED OUT (MOD.) CORRUGATED BEAM GUIDE RAILING				
		_____ Per EACH				



ERIE COUNTY DEPARTMENT OF PUBLIC WORKS

Replacement of Four Road Road Bridge BR-356-01 over Little Buffalo Creek - FA-5763.37-25

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.**

ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT OF BID	
			DOLLARS	CENTS	DOLLARS	CENTS
608.000013	1	PLANT PRODUCTION QUALITY ADJUSTMENT TO ASPHALT SIDEWALKS, FOR: DRIVEWAYS, BICYCLE PATHS, AND VEGETATION CONTROL STRIPS _____ Per Ninety Dollars and No Cents _____ QU	\$90	00	\$90	00
608.020102	28	ASPHALT SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS, AND FOR: VEGETATION CONTROL STRIPS _____ Per _____ TON				
610.1402	55	FOR: TOPSOIL - ROADSIDE _____ Per _____ CY				
610.1601	340	FOR: TURF ESTABLISHMENT - ROADSIDE _____ Per _____ SY				
610.1602	160	FOR: TURF ESTABLISHMENT - LAWNS _____ Per _____ SY				
614.060101	5	TREE REMOVAL OVER 4 INCHES TO 6 INCHES DIAMETER BREAST FOR: HEIGHT - STUMPS CUT TO ABOVE GRADE _____ Per _____ EACH				

IP10



ERIE COUNTY DEPARTMENT OF PUBLIC WORKS

Replacement of Four Road Road Bridge BR-356-01 over Little Buffalo Creek - FA-5763.37-25

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.**

ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT OF BID	
			DOLLARS	CENTS	DOLLARS	CENTS
614.060201	1	TREE REMOVAL OVER 6 INCHES TO 12 INCHES DIAMETER BREAST FOR: <u>HEIGHT - STUMPS CUT TO ABOVE GRADE</u> _____ Per _____ EACH				
614.060501	1	TREE REMOVAL OVER 24 INCHES TO 36 INCHES DIAMETER BREAST FOR: <u>HEIGHT - STUMPS CUT TO ABOVE GRADE</u> _____ Per _____ EACH				
619.01	NEC	FOR: <u>BASIC WORK ZONE TRAFFIC CONTROL</u> _____ Per _____ LS				
619.04	34	FOR: <u>TYPE III CONSTRUCTION BARRICADE</u> _____ Per _____ EACH				
619.111111	2	(PVMS) STANDARD SIZE - LINE OR CHARACTER MATRIX (LED) NO OPTIONAL EQUIPMENT SPECIFIED NO CELLULAR COMMUNICATIONS FOR: <u>REQD</u> _____ Per _____ EACH				
619.1711	48	FOR: <u>TEMPORARY POSITIVE BARRIER - CATEGORY 1 (PINNING PROHIBITED)</u> _____ Per _____ LF				

IP 11



ERIE COUNTY DEPARTMENT OF PUBLIC WORKS

Replacement of Four Road Road Bridge BR-356-01 over Little Buffalo Creek - FA-5763.37-25

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.**

ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT OF BID	
			DOLLARS	CENTS	DOLLARS	CENTS
619.1719	12	FOR: <u>WARNING LIGHTS ON TEMPORARY POSITIVE BARRIERS</u>				
		_____ Per EACH				
619.27	5	FOR: <u>MAILBOXES</u>				
		_____ Per EACH				
620.05	225	FOR: <u>STONE FILLING (HEAVY)</u>				
		_____ Per CY				
620.0801	65	FOR: <u>BEDDING MATERIAL, TYPE 1</u>				
		_____ Per CY				
623.11	7	FOR: <u>CRUSHED GRAVEL (IN-PLACE MEASURE)</u>				
		_____ Per CY				
625.01	NEC	FOR: <u>SURVEY OPERATIONS</u>				
		_____ Per LS				



ERIE COUNTY DEPARTMENT OF PUBLIC WORKS

Replacement of Four Road Road Bridge BR-356-01 over Little Buffalo Creek - FA-5763.37-25

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.**

ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT OF BID	
			DOLLARS	CENTS	DOLLARS	CENTS
625.05	5	FOR: STEEL PIN AND CAP RIGHT-OF-WAY MARKER _____ Per EACH				
627.50140008	375	FOR: CUTTING PAVEMENT _____ Per LF				
637.04	1	FOR: CONCRETE CYLINDER CURING EQUIPMENT _____ Per EACH				
637.11	8	FOR: ENGINEER'S FIELD OFFICE - TYPE 1 _____ Per MNTH				
645.5102	6.25	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 32 SF, FOR: WITH Z-BARS _____ Per SF				
645.81	1	FOR: TYPE A SIGN POSTS _____ Per EACH				



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.

ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT OF BID	
			DOLLARS	CENTS	DOLLARS	CENTS
646.22	4	DELINEATOR, SNOWPLOWING MARKER, SUPPLEMENTARY FOR: SNOWPLOWING MARKER PANELS <div><div></div>Per EACH</div>				
646.32	4	FOR: STEEL POST, 2.0 LB/FT <div><div></div>Per EACH</div>				
647.51	7	REMOVE AND DISPOSE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I FOR: (UNDER 30 SQUARE FEET) <div><div></div>Per EACH</div>				
685.1102	1050	FOR: WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS <div><div></div>Per LF</div>				
685.1202	1100	FOR: YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS <div><div></div>Per LF</div>				
697.03	95900	FOR: FIELD CHANGE PAYMENT <div><div>One Dollar and No Cents</div>Per DC</div>	\$1	00	\$95,900	00



ERIE COUNTY DEPARTMENT OF PUBLIC WORKS

Replacement of Four Road Road Bridge BR-356-01 over Little Buffalo Creek - FA-5763.37-25

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.

ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT OF BID	
			DOLLARS	CENTS	DOLLARS	CENTS
698.04	5000	FOR: ASPHALT PRICE ADJUSTMENT	\$1	00	\$5,000	00
		One Dollar and No Cents Per DC				
698.05	5000	FOR: FUEL PRICE ADJUSTMENT	\$1	00	\$5,000	00
		One Dollar and No Cents Per DC				
698.06	20000	FOR: STEEL/IRON PRICE ADJUSTMENT	\$1	00	\$20,000	00
		One Dollar and No Cents Per DC				

IP 15



ERIE COUNTY DEPARTMENT OF PUBLIC WORKS

Replacement of Four Road Road Bridge BR-356-01 over Little Buffalo Creek - FA-5763.37-25

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.**

ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT OF BID	
			DOLLARS	CENTS	DOLLARS	CENTS
		Subtotal	\$ _____			
699.040001	1	Mobilization (Must not exceed 4% of subtotal above. See specification for this item) FOR: _____ _____ Per				
Total or Gross Sum in Written Words						
					\$ _____	

IP 16

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 \$110,000. 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.

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 21 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 ext.	Fax	
		Website		
Authorized Contact for this Questionnaire				
Name		Telephone ext.	Fax	
Title		Email		
Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS

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

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

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
----------------	------------------------------	---------------------------------------

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
---	--

Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture
--------------------	----------------------------------	---------------------------------------

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

III. CONTRACT HISTORY

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

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

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	<input type="checkbox"/> Yes <input type="checkbox"/> No
(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

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).
Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.

☐ Yes ☐ No

If "Yes," indicate the question number(s) and explain the basis for the claim.

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

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20____;

_____ Notary Public

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name:

NYS Vendor ID:

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

This page has been left intentionally blank.

Contents

NON-COLLUSIVE BIDDING CERTIFICATION..... 4

OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS..... 5

COMBINED CERTIFICATION FORM..... 6

**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:

Four Rod Road Bridge BR-356-01 Over Little Buffalo Creek (BIN 3328050)

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:

Bridge replacement project with associated highway approach work

in the County of Erie, New York as shown in the Plans entitled,

Four Rod Road Bridge BR-356-01 Over Little Buffalo Creek

and numbered **1 through 44**, 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

30th day of November 2026

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