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

BRIDGE WASHING AND DECK SEALING

VARIOUS TOWNS

PROJECT NUMBER FA-5764.16-25, PIN 5764.16

ERIE COUNTY, NEW YORK

BIDS RECEIVED: July 24, 2025
AT: 10:00 am LOCAL TIME
Office of William E. Geary, Jr.
Commissioner of Public Works
95 Franklin Street – 14TH Floor
Buffalo, New York 14202

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



6-23-25

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

FEDERAL AID PROJECT

BRIDGE WASHING AND DECK SEALING

VARIOUS TOWNS

PROJECT NUMBER FA-5764.16-25, PIN 5764.16

Erie County, New York

District – ***All Erie County Maintenance Districts***

Type of Construction – ***Bridge Washing & Deck Sealing of Various Bridges, Erie County NY***

Standard Sheets - ***619-002, 619-004, 619-010, 619-011, 619-012, 619-301 to 619-325 (Freeway Sheets Excluded), 619-401 to 619-423 (Freeway Sheets Excluded) & 619-503***

Completion Date – ***July 3, 2026***

Deposit Required – **$40,000**

Pre-Let Meeting – **July 10, 2025, at 10 AM, 14th Floor of the Rath Building**

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 31, 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 May 1, 2025, 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** %.
For more information see NYS Standard Specifications §102-12.
The NYSUCP DBE Directory is located at: https://nysucp.newnycontracts.com/

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NOTICE

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

INFORMATION FOR BIDDERS

INFORMATION FOR BIDDERS

Persons desiring to make a proposal shall use the accompanying proposal form. The proposal shall be submitted in accordance with the STANDARD SPECIFICATIONS OF THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION May 1, 2025, 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 l" 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 l" 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 l are available at the Office of the Deputy Commissioner of Public Works, 95 Franklin Street, Buffalo, New York 14202.

EXHIBIT "PB 1"

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

_____ (Seal)
(SUREYT)

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, May 1, 2025, 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 19)
- Project Construction Schedule, with description of tasks as detailed on SI 8, SI 9, SI 16 AND SI 17. Attach to inside of back cover.
- Identify the proposed Project Superintendent on the Project Schedule.
- Completed Form DA 1, Acknowledgement of Drug and Alcohol Testing Program Compliance.
- Completed Itemized Proposal Including:
  - Fill in IP Pages IP-1 through IP-3
  - Execute the proposal by signing on IP-6 and completing IP-7
- Completed Apprenticeship Training Program form (ATP 1).
- Completed Pay Equity Certification (PEC 1)
- Completed Locally Administered Federal Aid Contract Forms section of this document (FAF 1 to FAF 9)
- Copy of valid New York State Department of Labor Certificate of Contractor Registration.
- Summary of Federal DBE Commitments and Bid Requirements (AAP 14)
- DBE Subcontractor/Work Service/Professional Service Commitments/Confirmation (AAP 20)
- DBE/MBE/WBE/SDVOB Material Commitments/Confirmation (AAP 22)

- DBE/MBE/WBE/SDVOB Trucking Commitments/Confirmation (AAP 23)

- Bidders List - List of Subcontractors who Provided Quotes Prior to Letting (CONR 80)

- Documentation to show Good Faith Efforts (GFE) made to meet the DBE goal (if the Bidder was not successful in obtaining enough DBE participation to meet the goal). More information on GFE documentation, including the DBE/MBE/WBE/SDVOB Solicitation Log (AAP 10) is available at: https://www.dot.ny.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information/civil-rights

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!

3. Effective December 30, 2024, in order to be qualified to work on public works projects covered by Article 8 of the Labor Law, all contractors and subcontractors must be registered with the New York State Department of Labor (NYSDOL) in accordance with Labor Law § 220-i. Prime contractors must be registered before submitting a bid. In addition, prime contractors and subcontractors must be registered prior to commencing any new work.

4. Effective with contracts let on or after May 1, 2025, NYSDOT's Standard Specifications §102-12 have been revised. The changes to the Department's Standard Specifications §102-12 are based on the Department's focus to facilitate timely awards, obtain more complete information from bidders and subcontractors, and ensure compliance with Federal Regulations 49 CFR 26 by requiring a complete and verified DBE Participation Package under sealed bid procedures as a matter of responsiveness under 49 CFR Part 26.53(b)(3)(i). In addition, recent changes to the Federal Regulations 49 CFR 26.11 require the Department to collect bidders list information for Contractors and Subcontractors.

   All bidders on Federal-Aid Project shall submit a complete DBE Participation Package with their bid proposal. The DBE Participation Package shall include a summary of the confirmed DBE commitments (AAP 14); DBE confirmation on Department provided forms (i.e., AAP 20, AAP 22, and AAP 23) for each DBE firm for the type and amount of work shown in the summary of commitments; and sufficient good faith effort documentation (if required). Confirmed DBE commitments are commitments where the proposed DBE participation is firm, the work is clearly defined, the correct NAICS codes have been identified, the DBE firm is certified to perform the work, and the proposed commitments have been verified by the DBE firm. The Bidder's summary of commitments shall include DBE name, DBE address, work category, and commitment amount.

   In addition, per 49 CFR 26.11, all Bidders shall submit with their bid proposal a Bidder's List (i.e., CONR 80 Bidder's List) which contains information for all Subcontractors, both DBEs and non-DBEs, who provided quotes on the contract. The Bidder's List shall include the Subcontractor's name and work code applicable to each scope of work the Subcontractor sought to perform in its quote. **Failure to submit the required Bidders List information may result in rejection of the bid**.

   Fillable forms may be downloaded directly from the NYS Civil Right Website at: https://www.dot.ny.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information/civil-rights. Hard copies of the forms are located in this proposal book in the LOCALLY ADMINISTERED FEDERAL AID CONTRACT FORMS section.

Information needed for the forms is summarized below:

- PIN: 5764.16
- Contract Number: LD041825
- Contract Type: Construction
- Contract Description: Bridge Washing and Deck Sealing of Various Bridges, Erie County NY
- DBE Goal: 5%
- County: Erie
- Region: 5
- Letting Date: July 24, 2025
- Funding Source: Federal
- Pre-Award should be checked for all.

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 $2,500.00 per day for each calendar day determined to be substantially deficient by the ENGINEER.

General Notes:

3. The Contractor shall examine and verify in the field all existing conditions & dimensions with those shown on the plans. If field conditions & dimensions differ from those shown on the plans, the Contractor shall use the field conditions & dimensions and make the appropriate changes to those shown on the plans as approved by the Engineer.

Schedule Notes:

4. Any bridge washing that occurs in 2025 shall conclude on October 31st, 2025, unless given written permission from the Engineer.

5. Any bridge washing that occurs in 2026 shall begin after April 15, 2026 or after the last anticipated salting of Erie County roads as directed by the Engineer.

Traffic & Public Safety Notes:

6. All Work Zone Traffic Control shall be paid under Item 619.0101. Item 619.0101 shall include the flagging, lane closures, road/bridge closures, detours, construction signs, Type III barricades, maintaining driveway access, intersection control, temporary striping and any other incidental Work Zone Traffic Control necessary to complete the project.

7. The Contractor is required to contact all schools and emergency response agencies that may be affected by work associated with this project to notify them of anticipated changes in travel conditions. In addition, these organizations shall be updated each time project activities change and new travel conditions are created. Notifications and updates shall be provided at least two weeks prior to the alteration of travel conditions.

8. Prior to the start of any work operations, all related work for proposed Work Zone Traffic Control, shall be complete. This includes but is not limited to, all signs, signals, pavement markings, barriers, delineation (cones, drums, etc.), flaggers, pavement modifications, and any other related work.

9. The Contractor shall be responsible for utilizing all applicable NYSDOT Standard Sheets, Section 619, for all Work Zone Traffic Control, at each of the project sites. This includes the use of notes, tables and details within Section 619. The typical details depicted on the NYSDOT Standard Sheets, NYSDOT Work Zone Traffic Control Manual and in the MUTCD, reflect the minimum requirements.

10. The County requires that the Contractor shall submit, prior to construction, a detailed construction schedule for each bridge closed including the specified time constraints. The closing request must be received by the county two weeks prior to the week of the Contractors proposed closing. The Contractor shall not close the bridge until the closing date has been approved by the County in writing. The bridge will only be allowed to close during working operations and shall be open to traffic at the end of each work day.

11. In addition to a closing request for each bridge, the Contractor is required to submit a detailed bridge closure plan, including proposed signage and barricades, to the County for review and approval at least one week prior to the Contractor's proposed closing date. For bridges that are closed during work hours, at the end of each work day, all Type III barricades and closure signage shall be removed from the roadway and shall be at least 10 feet off the shoulder, such to not be a hazard to traffic, and shall be turned, facing away from traffic during non-work hours.

12. The Contractor shall locate lane closures to provide optimum visibility, i.e. before curves and crests, to the extent conditions permit. Lane closures are only allowed during the work day during the daylight.

13. The Engineer may require that all lanes be re-opened at any time if the route is needed for emergency purposes. This could include incidents at locations outside the contract limits. Therefore contractor shall be able to road plate and protect areas that are under construction. Cost to be included in item 619.0101.

14. The locations of the signs shown on the work zone traffic control details may be adjusted based on sight distance and other considerations. The final locations of signs are subject to approval of the Engineer.

15. Where possible all channelizing and guiding devices are to be placed so as to provide a minimum 2 ft. lateral clearance to the traveled way.

16. The minimum lane widths for work zone travel lanes shall be 10 ft. or as indicated in contract plans.

General Right of Way Notes:

17. ALL WORK TO BE PERFORMED UNDER THIS CONTRACT WILL BE WITHIN THE PUBLIC RIGHT-OF-WAY (ROW) IN ACCORDANCE WITH SECTION 105-15 OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR IS TO ASSURE HIMSELF THAT ALL WORK IS BEING PERFORMED WITHIN THE ROW, INCLUDING BUT NOT LIMITED TO VEHICLE ACCESS; STORAGE OF EQUIPMENT, MATERIALS, DEBRIS AND WASTE; LANDSCAPING; VEGETATION REMOVAL AND MANAGEMENT; GRADING, SEEDING AND THE INSTALLATION OF TURF; AND THE INSTALLATION OF ANY FENCES OR PROTECTIVE BARRIER.

18. IF CONTRACTOR IS UNABLE TO IDENTIFY THE LIMITS OF THE RIGHTS-OF-WAY WHEN THE CONTRACT CALLS FOR WORK IN THOSE

VICINITIES, THE CONTRACTOR MUST CONTACT THE ENGINEER IN CHARGE FOR DEFINITIVE BOUNDARY DETERMINATIONS BEFORE ANY WORK MAY BE INITIATED AT THOSE LOCATIONS (STANDARD SPECIFICATIONS SECTIONS 105-10 AND 625).

19. IN ACCORDANCE WITH SECTION 105-15 OF THE STANDARD SPECIFICATIONS, RELEASES FOR ANY NON-ESSENTIAL CONTRACT WORK OUTSIDE OF THE EXISTING RIGHTS-OF-WAY, INCLUDING PLANTINGS, LANDSCAPING OR DRIVEWAY ENHANCEMENT, WILL BE PROVIDED BY THE PROJECT ENGINEER AND IN NO INSTANCE ARE TO BE SECURED BY THE CONTRACTOR. THE CONTRACTOR SHALL NOT INVADE UPON PRIVATE PROPERTIES, LANDS OR BUILDINGS OUTSIDE OF THE RIGHTS-OF-WAY FOR ANY REASON WITHOUT FIRST SECURING WRITTEN PERMISSION FROM THE PROPERTY OWNER (STANDARD SPECIFICATIONS SECTION 105-15).

20. THE CONTRACTOR WILL BE HELD LIABLE FOR ANY DAMAGES DONE. ANY SUCH INJURIES OR DAMAGES SHALL BE SATISFACTORILY REPAIRED OR ITEMS REPLACED AT THE CONTRACTOR'S EXPENSE (STANDARD SPECIFICATIONS SECTION 107-08).

SPECIAL NOTE

Migratory Bird Protection and Avoidance
Bridge Cleaning or Repair

Under the Migratory Bird Treaty Act, (MBTA) it is unlawful by any means or manner, to intentionally or unintentionally take, capture or kill any migratory bird, unless a permit is first secured.

Protected migratory birds include all waterfowl, herons, hawks, owls, eagles, ospreys and songbirds, including swallows and eastern phoebes. Their feathers, nests, and eggs are also protected under the MBTA.

Exempt, or not afforded protection under the MBTA, are Rock Doves (aka domestic pigeons), House Sparrows (aka English Sparrows), European Starlings, and Monk Parakeets. Although these species are not protected under the Act, they should still be treated as humanely as possible and, if practicable, the removal of the young from the nest to be raised by a Wildlife Rehabilitator should be considered.

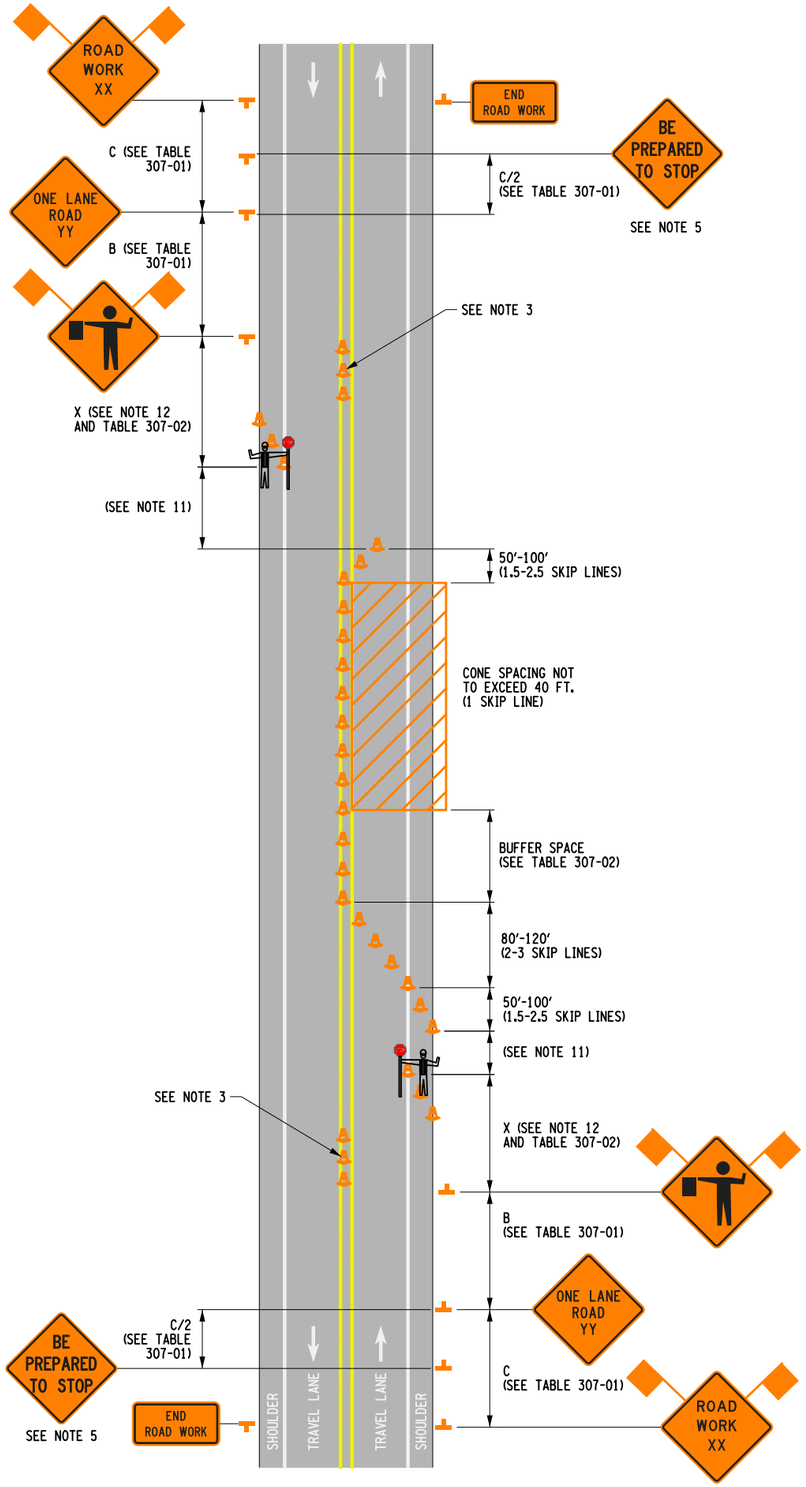
Bridges scheduled for cleaning or repair should be inspected for bird nesting activity prior to commencing any maintenance activity. Ideally this would involve a screening of all potential bridge locations for bird activity and nests before the contract begins.

Bridge locations that are identified as containing or harboring active migratory bird nests must be evaluated for potential impacts or illegal taking of migratory birds, nests, or eggs. If a nest (or nests) is identified on a bridge between April 1 and August 15 (potential breeding season), it should be observed for a period of several hours to determine if it is active or not. An active nest during the breeding season is indicated by adult birds constructing the nest, birds coming and going from the nest, sounds of young in the nest, or bird species matching the bird nest type flying in the vicinity of the nests. If none of these activities are observed, then the nest can be assumed inactive and can be removed and maintenance activities can begin.

If the nest(s) is determined to be active, avoid disturbing, damaging or removing the nest until the young are fledged (leave the nest). After fledgling occurs, the nests can be removed and washing can begin. This should be done as quickly as possible to prevent birds beginning a second nest brood at the same location. At no time should large nests of hawks, falcons or eagles be destroyed, as these species return to the same nest site year after year and reuse the same nest.

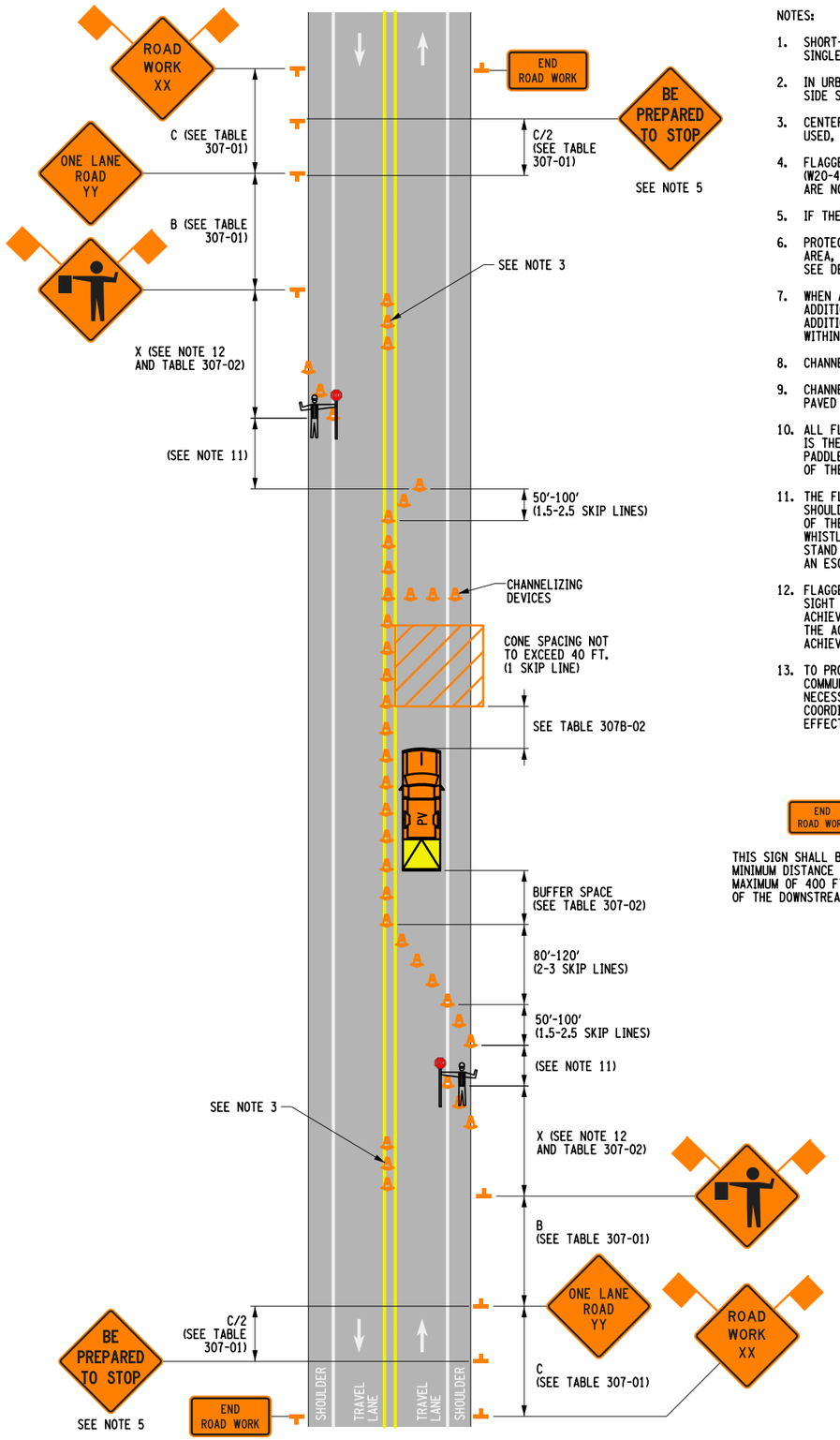
If there are any questions regarding how to proceed with nesting migratory birds, immediately contact the EIC. The EIC will alert the Construction Environmental Coordinator. Under no circumstance should an active nest or migratory bird be removed, harmed or killed without a federal permit.

SPECIAL NOTES



NOT TO SCALE

307A: REQUIRED SETUP



307B: OPTIONAL SETUP WITH PROTECTIVE VEHICLE (SEE NOTE 6)

NOTES:

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAY PERIOD.
2. IN URBAN CONDITIONS, ADVANCE WARNING SIGN SPACINGS MAY BE ADJUSTED IN ORDER TO ACCOMMODATE SIDE STREETS AND DRIVEWAYS. IF THERE IS A CONFLICT, MOVE THE SIGN UPSTREAM.
3. CENTERLINE CONES MAY BE ADDED TO ENHANCE THE VISIBILITY OF THE FLAGGER STATION. IF CONES ARE USED, PLACE THEM 100 FT. (MINIMUM) FROM FLAGGER.
4. FLAGGER SYMBOL SIGN (W20-7), "BE PREPARED TO STOP" SIGN (W3-4), AND "ONE LANE ROAD YY" SIGN (W20-4) SHALL BE REMOVED, COVERED OR TURNED AWAY FROM ROAD USERS WHEN FLAGGING OPERATIONS ARE NOT OCCURING.
5. IF THE TRAFFIC IS EXPECTED TO QUEUE PAST THE W20-4 SIGN, A W3-4 SIGN SHOULD BE ADDED.
6. PROTECTIVE VEHICLE WITH APPROPRIATE ROLL AHEAD DISTANCE MAY BE USED IN ADVANCE OF THE WORK AREA, IF DEEMED NECESSARY BY THE DOT ENGINEER OR THEIR DESIGNEE. TO USE PROTECTIVE VEHICLE, SEE DETAIL 307B. WHEELS SHALL BE ALIGNED WITH LANE STRIPING.
7. WHEN A SIDE ROAD OR DRIVEWAY INTERSECTS THE ROADWAY WITHIN A WORK ZONE TRAFFIC CONTROL AREA, ADDITIONAL TEMPORARY TRAFFIC CONTROL DEVICES AND/OR FLAGGERS SHALL BE PLACED AS NEEDED. ADDITIONAL FLAGGERS SHALL BE LOCATED AT ALL INTERSECTIONS AND COMMERCIAL DRIVEWAYS LOCATED WITHIN OR NEAR THE ACTIVE WORK SPACE.
8. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
9. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.
10. ALL FLAGGERS SHALL USE 24" (MIN.) OCTAGON SHAPED STOP/SLOW PADDLES HAVING 6' STAFF. THE PADDLE IS THE PREFERRED DEVICE, BUT THE FLAG MAY BE USED AT INTERSECTIONS WHERE THE STOP/SLOW PADDLE WOULD OFFER CONTRADICTING INFORMATION TO DRIVERS TRAVELING IN OPPOSITE DIRECTIONS/LEGS OF THE INTERSECTION OR DURING INCIDENT MANAGEMENT SITUATIONS.
11. THE FLAGGER SHALL BE CLEARLY VISIBLE TO THE FIRST APPROACHING ROAD USER AT ALL TIMES AND SHOULD BE VISIBLE TO OTHER ROAD USERS. THE FLAGGER SHALL BE STATIONED SUFFICIENTLY IN ADVANCE OF THE WORKERS TO WARN THEM (FOR EXAMPLE, WITH AUDIBLE WARNING DEVICES SUCH AS HORNS OR WHISTLES) OF APPROACHING DANGER BY OUT-OF-CONTROL/NON-COMPLIANT VEHICLES. THE FLAGGER SHALL STAND ALONE, AWAY FROM OTHER WORKERS, WORK VEHICLES, OR EQUIPMENT. THE FLAGGER SHALL IDENTIFY AN ESCAPE ROUTE TO AVOID BEING STRUCK BY AN ERRANT VEHICLE.
12. FLAGGERS SHALL BE POSITIONED IN ACCORDANCE WITH TABLE 307-02 TO ENSURE ADEQUATE STOPPING SIGHT DISTANCE (X) FOR THE APPROACHING ROAD USERS. IF THE REQUIRED DISTANCE (X) CANNOT BE ACHIEVED DUE TO AN OBSTRUCTION CAUSED BY HORIZONTAL/VERTICAL CURVES OR OTHER FEATURES THEN THE ACTIVITY AREA SHOULD BE MODIFIED TO A POINT WHERE ADEQUATE STOPPING SIGHT DISTANCE CAN BE ACHIEVED OR PROTECTIVE VEHICLE SHALL BE UTILIZED AS SHOWN ON DETAIL 307B.
13. TO PROVIDE COORDINATION OF THE CONTROL OF THE TRAFFIC, THE FLAGGERS MUST BE ABLE TO COMMUNICATE WITH EACH OTHER ORALLY, ELECTRONICALLY VIA TWO WAY RADIOS OR VISUALLY. IF NECESSARY, AN ADDITIONAL FLAGGER(S) MAY POSITIONED WITHIN VISIBILITY OF THE OTHER FLAGGERS TO COORDINATE THE FLAGGING OPERATION IN AREAS WHERE HILLS, CURVES OR OTHER OBJECTS HINDER EFFECTIVE COMMUNICATION BETWEEN THE FLAGGERS.



G20-2

THIS SIGN SHALL BE LOCATED A MINIMUM DISTANCE OF 80 FT AND MAXIMUM OF 400 FT PAST THE END OF THE DOWNSTREAM TAPER.

W20-7 (SEE NOTE 4)



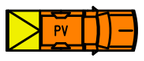
W20-1



W20-4 (SEE NOTE 4)



W3-4 (SEE NOTES 4 AND 5)



PROTECTIVE VEHICLE (EITHER PVH OR PVL) SEE TABLE 307B-01



FLAGGER



WORK AREA

CONE

REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE | **Department of Transportation**

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL TWO-LANE TWO-WAY ROADWAY LANE CLOSURE WITH FLAGGERS SHORT TERM OPERATION (SHEET 1 OF 2)

APPROVED JANUARY 10, 2025	ISSUED UNDER EI 25-001
Robert Limoges ROBERT LIMOGES, P.E. DIRECTOR, OTSM	619-307

FILE NAME = 619-307-1.dgn
DATE/TIME = 21-JAN-2025 13:26
USER = akirbyl

SPECIAL NOTES

TABLE 307-01: ADVANCE WARNING SIGN SPACING					
ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 30 MPH•)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH•)	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH•)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.
• PRECONSTRUCTION POSTED SPEED LIMIT					

TABLE 307-02: LONGITUDINAL BUFFER SPACE / STOPPING SIGHT DISTANCE (X)	
PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ * OF SKIP LINES
25	155/4
30	200/5
35	250/6
40	305/8
45	360/9
50	425/11
55	495/13

TABLE 307-03: REQUIRED SIGN SIZES•		
SIGN	NON-FREEWAY	FREEWAY
G20-2	36x18	48x24
W3-4	36x36	48x48
W20-1	36x36	48x48
W20-4	36x36	48x48
W20-7	36x36	48x48
WARNING FLAG	18x18	18x18
•FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.		

TABLE 307B-01: PROTECTIVE VEHICLE REQUIREMENTS				
CLOSURE TYPE	ROAD TYPE & SPEED	NON-FREEWAY		
		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
	EXPOSURE CONDITIONS (SEE NOTE 1)			
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR WORK VEHICLE EXPOSED TO TRAFFIC	PVH+TMIA	PVL+TMIA	PVL
	-NO WORKERS ON FOOT -NO WORK VEHICLE EXPOSED TO TRAFFIC -OTHER HAZARDS EXPOSED (IE EQUIPMENT, MATERIALS)	PVH+TMIA	PVL	SEE NOTE 2
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR WORK VEHICLE EXPOSED TO TRAFFIC	PVH+TMIA	PVL	PVL
	-NO WORKERS ON FOOT -NO WORK VEHICLE EXPOSED TO TRAFFIC -OTHER HAZARDS EXPOSED (IE EQUIPMENT, MATERIALS, EXCAVATION)	PVH+TMIA	PVL	SEE NOTE 2

LEGEND
PVL - PROTECTIVE VEHICLE LIGHT (MINIMUM GROSS WEIGHT 9,500 LBS. OR GREATER) (SEE NOTE 4)
PVH - PROTECTIVE VEHICLE HEAVY (MINIMUM GROSS WEIGHT 22,000 LBS. OR GREATER)
TMIA - TRUCK/TRAILER MOUNTED IMPACT ATTENUATOR

NOTES
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT.
2. EITHER A PROTECTIVE VEHICLE LIGHT (PVL) OR THE STANDARD BUFFER SPACE (SEE TABLE 307-02) SHALL BE PROVIDED.
3. TRUCK/TRAILER MOUNTED IMPACT ATTENUATORS (TMIA) SHALL NOT BE MOUNTED/INSTALLED ON VEHICLES WITH A GROSS VEHICLE WEIGHT (GVW) LESS THAN WHAT IS MINIMALLY REQUIRED BY THE MANUFACTURER OF THE TMIA.
4. THE USE OF A PROTECTIVE VEHICLE LIGHT (PVL) AS A SHADOW VEHICLE IS LIMITED TO NON-FREEWAY ROADWAYS WHERE THE POSTED SPEED LIMITS IS ≤ 40 MPH UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.

TABLE 307B-02: ROLL AHEAD DISTANCE FOR PROTECTIVE VEHICLES		
ROLL AHEAD DISTANCE (FT.)/* OF SKIP LINES FOR VEHICLES		
PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	PROTECTIVE VEHICLES WEIGHING 9,500 TO 21,999 LBS. GVW	PROTECTIVE VEHICLES WEIGHING 22,000 LBS. OR GREATER GVW
45 - 55	160/4	120/3
≤ 40	120/3	80/2

NEW YORK STATE | Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
TWO-LANE TWO-WAY ROADWAY
LANE CLOSURE WITH FLAGGERS
SHORT TERM OPERATION
(SHEET 2 OF 2)

APPROVED JANUARY 10, 2025

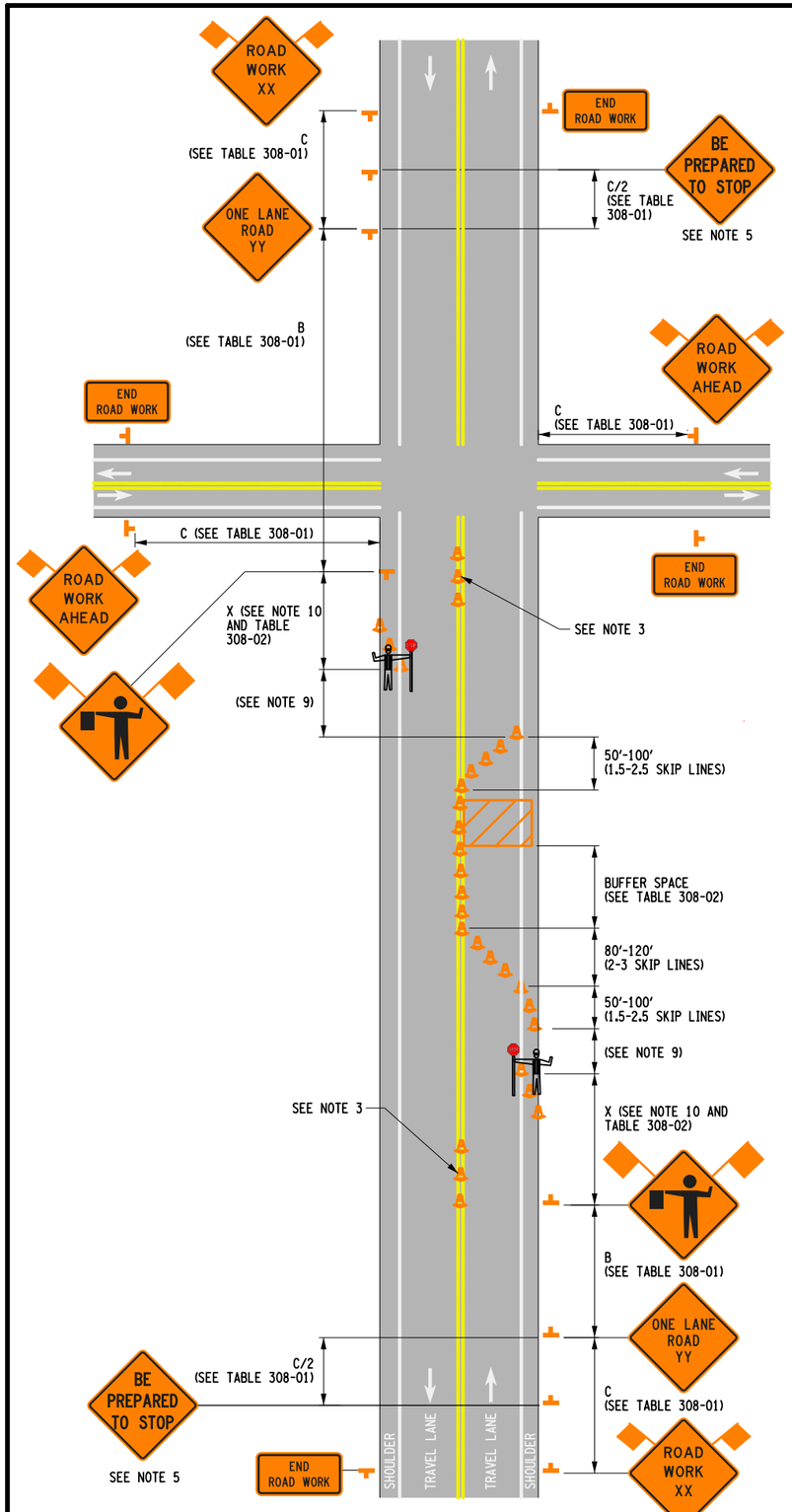
Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 25-001

619-307

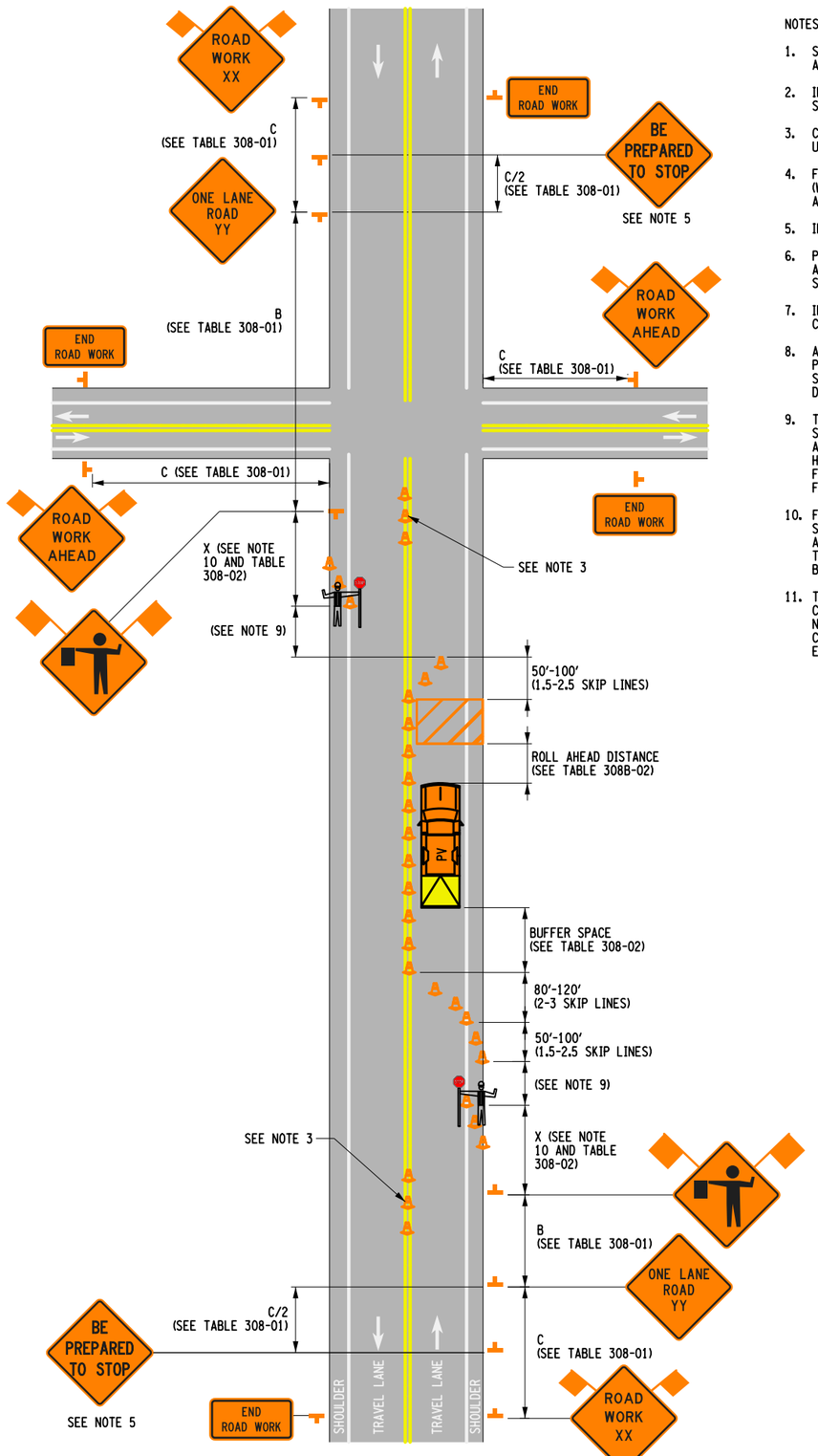
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SPECIAL NOTES



NOT TO SCALE

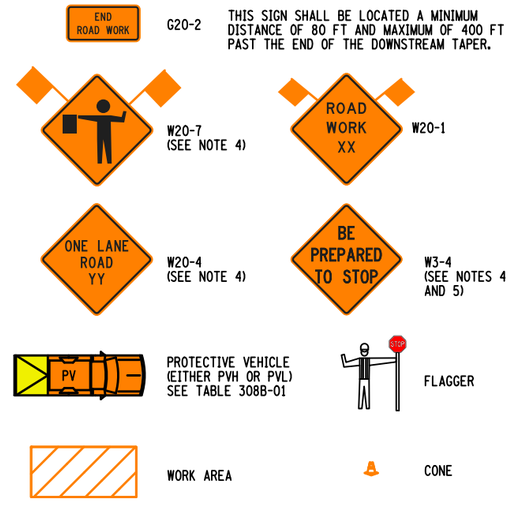
308A: REQUIRED SETUP



308B: OPTIONAL SETUP WITH PROTECTIVE VEHICLE (SEE NOTE 6)

NOTES:

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.
2. IN URBAN CONDITIONS, ADVANCE WARNING SIGN SPACINGS MAY BE ADJUSTED IN ORDER TO ACCOMMODATE SIDE STREETS AND DRIVEWAYS. IF THERE IS A CONFLICT, MOVE THE SIGN UPSTREAM.
3. CENTERLINE CONES MAY BE ADDED TO ENHANCE THE VISIBILITY OF THE FLAGGER STATION. IF CONES ARE USED, PLACE THEM 100 FT. (MINIMUM) FROM FLAGGER.
4. FLAGGER SYMBOL SIGN (W20-7), "BE PREPARED TO STOP" SIGN (W3-4), AND "ONE LANE ROAD YY" SIGN (W20-4) SHALL BE REMOVED, COVERED OR TURNED AWAY FROM ROAD USERS WHEN FLAGGING OPERATIONS ARE NOT OCCURING.
5. IF THE TRAFFIC IS EXPECTED TO QUEUE PAST THE W20-4 SIGN, A W3-4 SIGN SHOULD BE ADDED.
6. PROTECTIVE VEHICLE WITH APPROPRIATE ROLL AHEAD DISTANCE MAY BE USED IN ADVANCE OF THE WORK AREA, IF DEEMED NECESSARY BY THE DOT ENGINEER OR THEIR DESIGNEE. TO USE PROTECTIVE VEHICLE, SEE DETAIL 308B. WHEELS SHALL BE ALIGNED WITH LANE STRIPING.
7. IF THE QUEUE IS EXPECTED TO BACK UP THROUGH THE INTERSECTION, THE WZTC SETUP SHOULD BE CONFIGURED TO MEET THE REQUIREMENTS OF SHEET 619-323.
8. ALL FLAGGERS SHALL USE 24" (MIN.) OCTAGON SHAPED STOP/SLOW PADDLES HAVING 6' STAFF. THE PADDLE IS THE PREFERRED DEVICE, BUT THE FLAG MAY BE USED AT INTERSECTIONS WHERE THE STOP/SLOW PADDLE WOULD OFFER CONTRADICTING INFORMATION TO DRIVERS TRAVELING IN OPPOSITE DIRECTIONS/LEGS OF THE INTERSECTION OR DURING INCIDENT MANAGEMENT SITUATIONS.
9. THE FLAGGER SHALL BE CLEARLY VISIBLE TO THE FIRST APPROACHING ROAD USER AT ALL TIMES AND SHOULD BE VISIBLE TO OTHER ROAD USERS. THE FLAGGER SHALL BE STATIONED SUFFICIENTLY IN ADVANCE OF THE WORKERS TO WARN THEM (FOR EXAMPLE, WITH AUDIBLE WARNING DEVICES SUCH AS HORNS OR WHISTLES) OF APPROACHING DANGER BY OUT-OF-CONTROL/NON-COMPLIANT VEHICLES. THE FLAGGER SHALL STAND ALONE, AWAY FROM OTHER WORKERS, WORK VEHICLES, OR EQUIPMENT. THE FLAGGER SHALL IDENTIFY AN ESCAPE ROUTE TO AVOID BEING STRUCK BY AN ERRANT VEHICLE.
10. FLAGGERS SHALL BE POSITIONED IN ACCORDANCE WITH TABLE 308-02 TO ENSURE ADEQUATE STOPPING SIGHT DISTANCE (X) FOR THE APPROACHING ROAD USERS. IF THE REQUIRED DISTANCE (X) CANNOT BE ACHIEVED DUE TO AN OBSTRUCTION CAUSED BY HORIZONTAL/VERTICAL CURVES OR OTHER FEATURES THEN THE ACTIVITY AREA SHOULD BE MODIFIED TO A POINT WHERE ADEQUATE STOPPING SIGHT DISTANCE CAN BE ACHIEVED OR PROTECTIVE VEHICLE SHALL BE UTILIZED AS SHOWN ON DETAIL 308B.
11. TO PROVIDE COORDINATION OF THE CONTROL OF THE TRAFFIC, THE FLAGGERS MUST BE ABLE TO COMMUNICATE WITH EACH OTHER ORALLY, ELECTRONICALLY VIA TWO WAY RADIOS OR VISUALLY. IF NECESSARY, AN ADDITIONAL FLAGGER(S) MAY POSITIONED WITHIN VISIBILITY OF THE OTHER FLAGGERS TO COORDINATE THE FLAGGING OPERATION IN AREAS WHERE HILLS, CURVES OR OTHER OBJECTS HINDER EFFECTIVE COMMUNICATION BETWEEN THE FLAGGERS.



REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE | Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
TWO-LANE TWO-WAY ROADWAY
LANE CLOSURE WITH FLAGGERS PRIOR TO INTERSECTION
SHORT TERM OPERATION (SHEET 1 OF 2)

APPROVED JANUARY 10, 2025

Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 25-001

619-308

FILE NAME = 619-308-1.dgn
DATE/TIME = 21-JAN-2025 13:26
USER = akrrbyl

TABLE 308-01: ADVANCE WARNING SIGN SPACING					
ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 30 MPH•)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH•)	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH•)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.
• PRECONSTRUCTION POSTED SPEED LIMIT					

TABLE 308-02: LONGITUDINAL BUFFER SPACE / STOPPING SIGHT DISTANCE (X)	
PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ * OF SKIP LINES
25	155/4
30	200/5
35	250/6
40	305/8
45	360/9
50	425/11
55	495/13

TABLE 308-03: REQUIRED SIGN SIZES•		
SIGN	NON-FREEWAY	FREEWAY
G20-2	36x18	48x24
W3-4	36x36	48x24
W20-1	36x36	48x48
W20-4	36x36	48x48
W20-7	36x36	48x48
WARNING FLAG	18x18	18x18
•FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.		

TABLE 308B-01: PROTECTIVE VEHICLE REQUIREMENTS				
CLOSURE TYPE	ROAD TYPE & SPEED	NON-FREEWAY		
		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
	EXPOSURE CONDITIONS (SEE NOTE 1)			
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR WORK VEHICLE EXPOSED TO TRAFFIC	PVH+TMIA	PVL+TMIA	PVL
	-NO WORKERS ON FOOT -NO WORK VEHICLE EXPOSED TO TRAFFIC -OTHER HAZARDS EXPOSED (IE EQUIPMENT, MATERIALS)	PVH+TMIA	PVL	SEE NOTE 2
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR WORK VEHICLE EXPOSED TO TRAFFIC	PVH+TMIA	PVL	PVL
	-NO WORKERS ON FOOT -NO WORK VEHICLE EXPOSED TO TRAFFIC -OTHER HAZARDS EXPOSED (IE EQUIPMENT, MATERIALS, EXCAVATION)	PVH+TMIA	PVL	SEE NOTE 2

LEGEND
PVL - PROTECTIVE VEHICLE LIGHT (MINIMUM GROSS WEIGHT 9,500 LBS. OR GREATER) (SEE NOTE 4)
PVH - PROTECTIVE VEHICLE HEAVY (MINIMUM GROSS WEIGHT 22,000 LBS. OR GREATER)
TMIA - TRUCK/TRAILER MOUNTED IMPACT ATTENUATOR

NOTES
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT.
2. EITHER A PROTECTIVE VEHICLE LIGHT (PVL) OR THE STANDARD BUFFER SPACE (SEE TABLE 308-02) SHALL BE PROVIDED.
3. TRUCK/TRAILER MOUNTED IMPACT ATTENUATORS (TMIA) SHALL NOT BE MOUNTED/INSTALLED ON VEHICLES WITH A GROSS VEHICLE WEIGHT (GVW) LESS THAN WHAT IS MINIMALLY REQUIRED BY THE MANUFACTURER OF THE TMIA.
4. THE USE OF A PROTECTIVE VEHICLE LIGHT (PVL) AS A SHADOW VEHICLE IS LIMITED TO NON-FREEWAY ROADWAYS WHERE THE POSTED SPEED LIMITS IS ≤ 40 MPH UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.

TABLE 308B-02: ROLL AHEAD DISTANCE FOR PROTECTIVE VEHICLES		
ROLL AHEAD DISTANCE (FT.)/* OF SKIP LINES FOR VEHICLES		
PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	PROTECTIVE VEHICLES WEIGHING 9,500 TO 21,999 LBS. GVW	PROTECTIVE VEHICLES WEIGHING 22,000 LBS. OR GREATER GVW
45 - 55	160/4	120/3
≤ 40	120/3	80/2

NEW YORK STATE | **Department of Transportation**

U.S. CUSTOMARY STANDARD SHEET

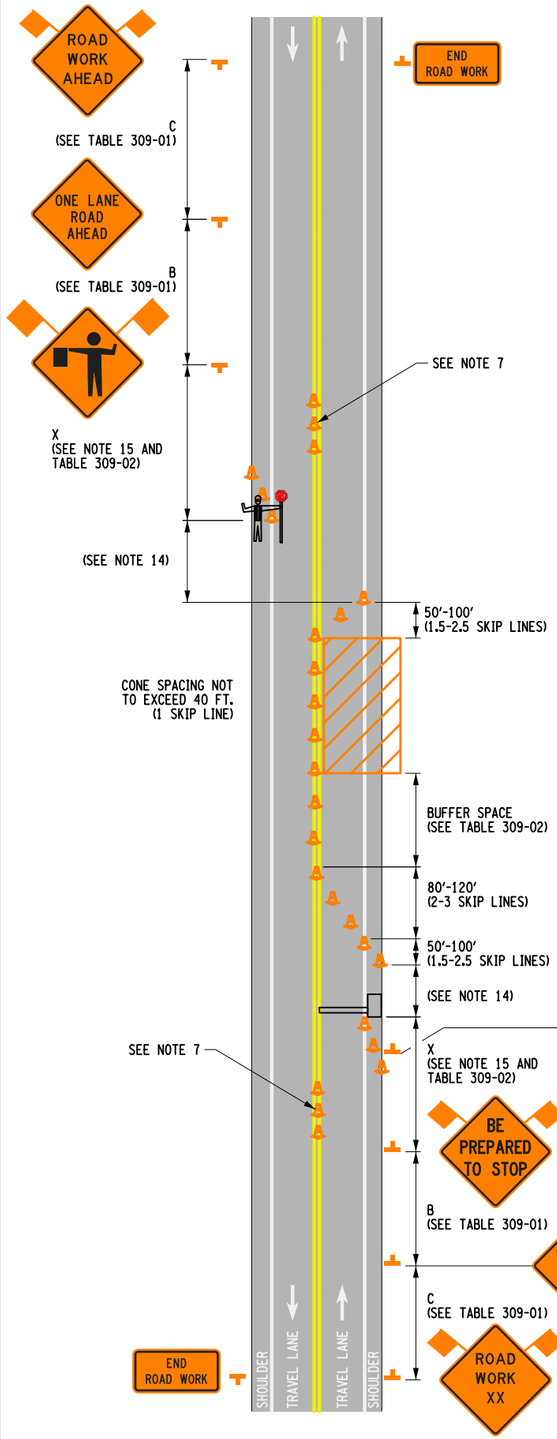
WORK ZONE TRAFFIC CONTROL
TWO-LANE TWO-WAY ROADWAY
LANE CLOSURE WITH FLAGGERS PRIOR TO INTERSECTION
SHORT TERM OPERATION (SHEET 2 OF 2)

APPROVED JANUARY 10, 2025
Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

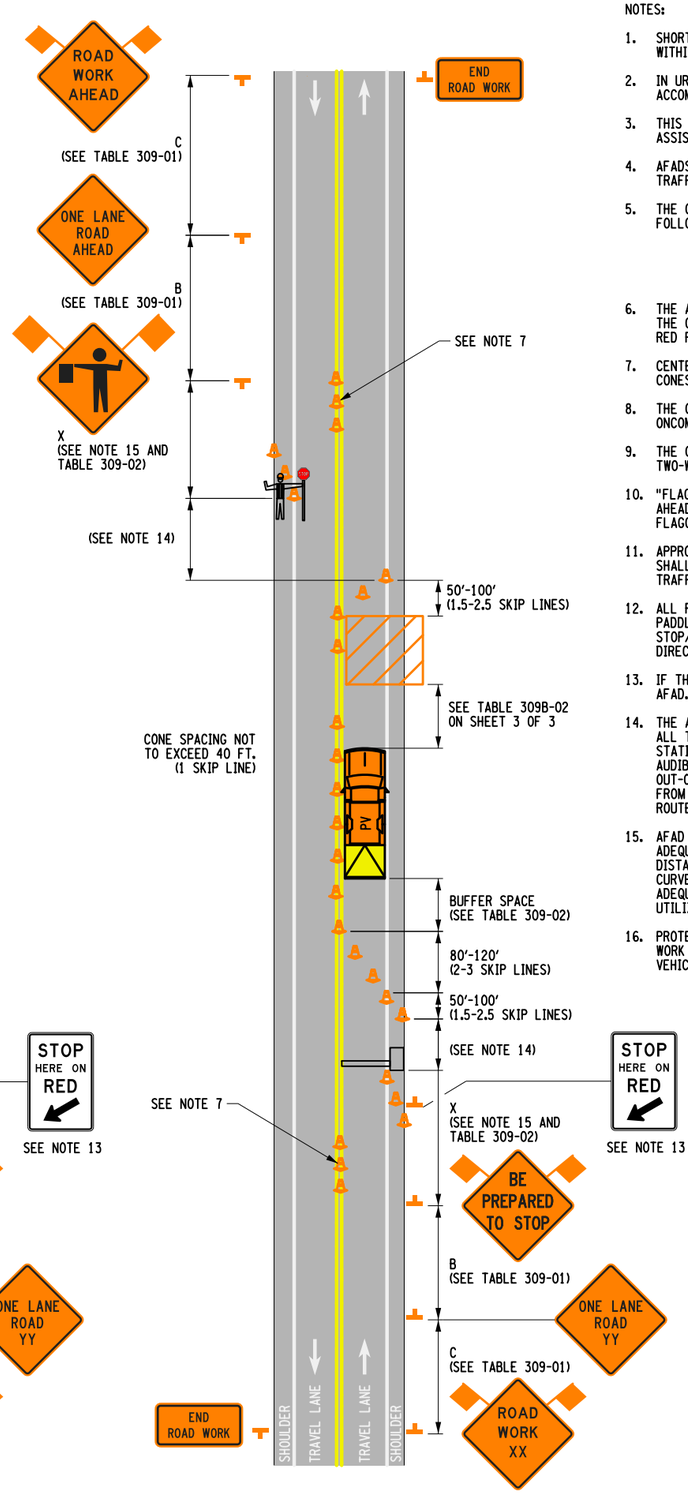
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619-308

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SPECIAL NOTES



309A: REQUIRED SETUP



309B: OPTIONAL SETUP WITH PROTECTIVE VEHICLE (SEE NOTE 16)

NOT TO SCALE

NOTES:

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.
2. IN URBAN CONDITIONS, ADVANCE WARNING SIGN SPACINGS MAY BE ADJUSTED IN ORDER TO ACCOMMODATE SIDE STREETS AND DRIVEWAYS. IF THERE IS A CONFLICT, MOVE THE SIGN UPSTREAM.
3. THIS TYPICAL APPLICATION SHALL BE USED WITH RED/YELLOW LENS AUTOMATED FLAGGER ASSISTANCE DEVICES (AFAD).
4. AFADS SHALL ONLY BE USED IN SITUATIONS WHERE THERE IS ONLY ONE LANE OF APPROACHING TRAFFIC IN THE DIRECTION TO BE CONTROLLED.
5. THE OPERATOR OF THE AFAD MAY BE LOCATED ANYWHERE WITHIN THE WORK ZONE UNDER THE FOLLOWING CONDITIONS:
   A. BE TRAINED ON THE OPERATION OF THE MODEL AFAD THEY ARE USING,
   B. HAVE AN UNOBSTRUCTED VIEW OF THE AFAD,
   C. HAVE AN UNOBSTRUCTED VIEW OF APPROACHING TRAFFIC IN BOTH DIRECTIONS, AND
   D. DO NOT LEAVE THE AFADS) UNATTENDED AT ANY TIME WHILE THE AFADS) IS BEING USED.
6. THE AFAD SHALL BE PLACED ON THE SHOULDER ADJACENT TO THE TRAVEL LANE ENSURING THAT THE GATE ARM REACHES AT LEAST TO THE CENTER OF THE LANE BEING CONTROLLED. A 24"X24" RED FLAG SHOULD BE ATTACHED TO END OF GATE ARM TO INCEASE VISIBILITY.
7. CENTERLINE CONES MAY BE ADDED TO ENHANCE THE VISIBILITY OF THE FLAGGER STATION. IF CONES ARE USED, PLACE THEM 100 FT. (MINIMUM) FROM FLAGGER OR AFAD.
8. THE OPERATOR OF THE AFAD SHALL NOT DISPLAY THE AFAD'S YELLOW LENS PHASE UNTIL ALL ONCOMING VEHICLES HAVE CLEARED THE ONE-LANE PORTION OF THE WORK ZONE.
9. THE OPERATOR OF THE AFAD SHALL MAINTAIN VERBAL AND/OR VISUAL (IN THE ABSENCE OF TWO-WAY RADIOS) CONTACT WITH THE FLAGGER.
10. "FLAGGER SYMBOL SIGN" (W20-7), "BE PREPARED TO STOP" SIGN (W3-4) AND "ONE LANE ROAD AHEAD" SIGN (W20-4) SHALL BE REMOVED, COVERED OR TURNED AWAY FROM ROAD USERS WHEN FLAGGING OPERATIONS ARE NOT OCCURRING.
11. APPROPRIATE FLAGGER TOOLS (STOP/SLOW PADDLE, RED FLAG, HIGH VISIBILITY APPAREL, ETC.) SHALL BE ON-SITE, AVAILABLE AND READY TO USE IN THE EVENT OF AN AFAD MALFUNCTION OR TRAFFIC VOLUMES EXCEED THE CAPABILITY OF THE AFAD TO EFFECTIVELY CONTROL TRAFFIC.
12. ALL FLAGGERS SHALL USE 24" (MIN.) OCTAGON SHAPED STOP/SLOW PADDLES HAVING 6' STAFF. THE PADDLE IS THE PREFERRED DEVICE, BUT THE FLAG MAY BE USED AT INTERSECTIONS WHERE THE STOP/SLOW PADDLE WOULD OFFER CONTRADICTING INFORMATION TO DRIVERS TRAVELING IN OPPOSITE DIRECTIONS/LEGS OF THE INTERSECTION OR DURING INCIDENT MANAGEMENT SITUATIONS.
13. IF THE AFAD IS NOT EQUIPPED WITH A R10-6 SIGN, ONE SHALL BE PLACED 8' IN ADVANCE OF THE AFAD.
14. THE AFAD AND FLAGGER SHALL BE CLEARLY VISIBLE TO THE FIRST APPROACHING ROAD USER AT ALL TIMES AND SHOULD BE VISIBLE TO OTHER ROAD USERS. THE AFAD AND FLAGGER SHALL BE STATIONED SUFFICIENTLY IN ADVANCE OF THE WORKERS TO WARN THEM (FOR EXAMPLE, WITH AUDIBLE WARNING DEVICES SUCH AS HORNS OR WHISTLES) OF APPROACHING DANGER BY OUT-OF-CONTROL/NON-COMPLIANT VEHICLES. THE AFAD AND FLAGGER SHALL STAND ALONE, AWAY FROM OTHER WORKERS, WORK VEHICLES, OR EQUIPMENT. THE FLAGGER SHALL IDENTIFY AN ESCAPE ROUTE TO AVOID BEING STRUCK BY AN ERRANT VEHICLE.
15. AFAD AND FLAGGER SHALL BE POSITIONED IN ACCORDANCE WITH TABLE 309-02 TO ENSURE ADEQUATE STOPPING SIGHT DISTANCE (X) FOR THE APPROACHING ROAD USERS. IF THE REQUIRED DISTANCE (X) CANNOT BE ACHIEVED DUE TO AN OBSTRUCTION CAUSED BY HORIZONTAL/VERTICAL CURVES OR OTHER FEATURES THEN THE ACTIVITY AREA SHOULD BE MODIFIED TO A POINT WHERE ADEQUATE STOPPING SIGHT DISTANCE CAN BE ACHIEVED OR PROTECTIVE VEHICLE SHALL BE UTILIZED AS SHOWN ON DETAIL 309B.
16. PROTECTIVE VEHICLE WITH APPROPRIATE ROLL AHEAD DISTANCE MAY BE USED IN ADVANCE OF THE WORK AREA, IF DEEMED NECESSARY BY THE DOT ENGINEER OR THEIR DESIGNEE. TO USE PROTECTIVE VEHICLE, SEE DETAIL 309B. WHEELS SHALL BE ALIGNED WITH LANES STRIPING.

TABLE 309-01: ADVANCE WARNING SIGN SPACING

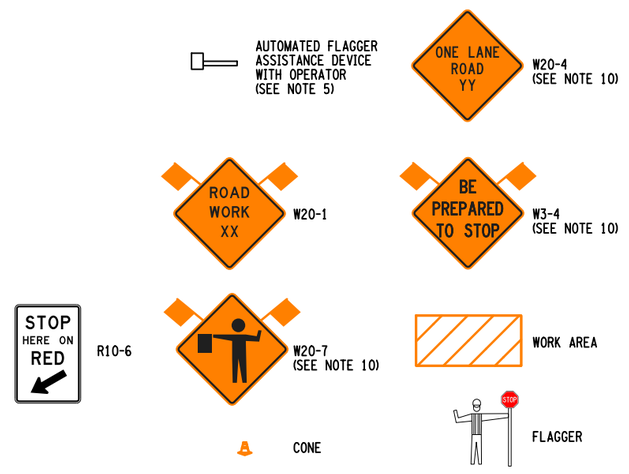
ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 30 MPH*)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH*)	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH*)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.
* PRECONSTRUCTION POSTED SPEED LIMIT					

TABLE 309-02: LONGITUDINAL BUFFER SPACE / STOPPING SIGHT DISTANCE (X)

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ * OF SKIP LINES
25	155/4
30	200/5
35	250/6
40	305/8
45	360/9
50	425/11
55	495/13

TABLE 309-03: REQUIRED SIGN SIZES*

SIGN	NON-FREEWAY	FREEWAY
G20-2	36x18	48x24
R10-6	24x36	24x36
W3-4	36x36	48x48
W20-1	36x36	48x48
W20-4	36x36	48x48
W20-7	36x36	48x48
WARNING FLAG	18x18	18x18
*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.		



NEW YORK STATE **Department of Transportation**

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
TWO-LANE TWO-WAY ROADWAY
LANE CLOSURE WITH AUTOMATED FLAGGER ASSISTANCE DEVICE AND FLAGGER
SHORT TERM OPERATION (SHEET 1 OF 3)

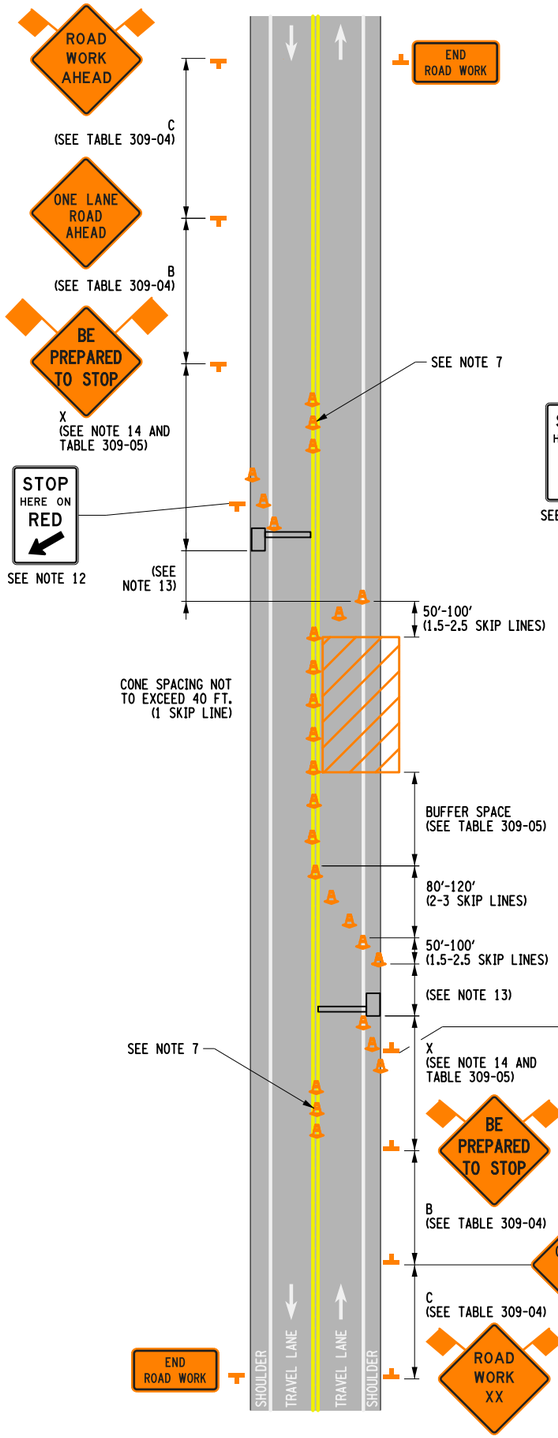
APPROVED JANUARY 10, 2025
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DIRECTOR, OTSM

ISSUED UNDER EI 25-001

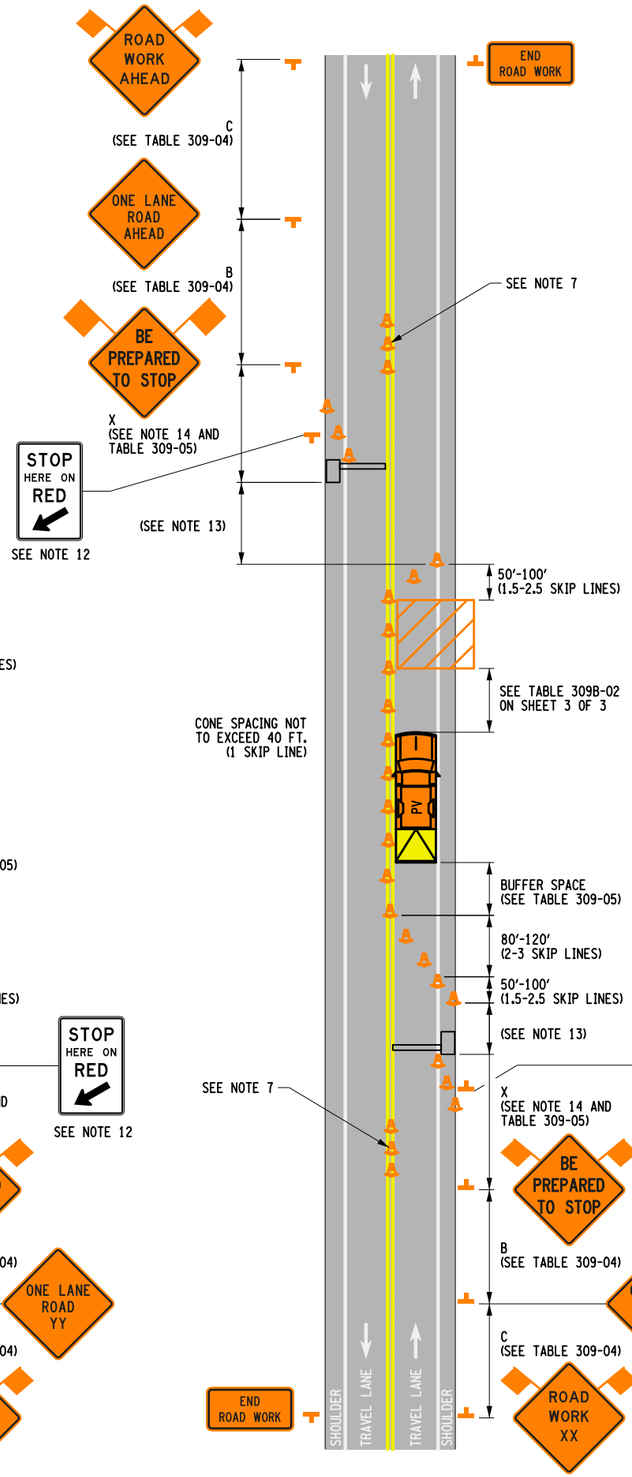
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SPECIAL NOTES



309C: REQUIRED SETUP



309D: OPTIONAL SETUP WITH PROTECTIVE VEHICLE (SEE NOTE 15)

NOTES:

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.
2. IN URBAN CONDITIONS, ADVANCE WARNING SIGN SPACINGS MAY BE ADJUSTED IN ORDER TO ACCOMMODATE SIDE STREETS AND DRIVEWAYS. IF THERE IS A CONFLICT, MOVE THE SIGN UPSTREAM.
3. THIS TYPICAL APPLICATION SHALL BE USED WITH RED/YELLOW LENS AUTOMATED FLAGGER ASSISTANCE DEVICES (AFAD).
4. AFADS SHALL ONLY BE USED IN SITUATIONS WHERE THERE IS ONLY ONE LANE OF APPROACHING TRAFFIC IN THE DIRECTION TO BE CONTROLLED.
5. THE OPERATOR OF THE AFAD MAY BE LOCATED ANYWHERE WITHIN THE WORK ZONE UNDER THE FOLLOWING CONDITIONS:
   A. BE TRAINED ON THE OPERATION OF THE MODEL AFAD THEY ARE USING,
   B. HAVE AN UNOBSTRUCTED VIEW OF THE AFAD,
   C. HAVE AN UNOBSTRUCTED VIEW OF APPROACHING TRAFFIC IN BOTH DIRECTIONS, AND
   D. NOT LEAVE THE AFAD UNATTENDED AT ANY TIME WHILE THE AFAD IS BEING USED.
6. THE AFAD SHALL BE PLACED ON THE SHOULDER ADJACENT TO THE TRAVEL LANE ENSURING THAT THE GATE ARM REACHES AT LEAST TO THE CENTER OF THE LANE BEING CONTROLLED. A 24"x24" RED FLAG SHOULD BE ATTACHED TO END OF GATE ARM TO INCREASE VISIBILITY.
7. CENTERLINE CONES MAY BE ADDED TO ENHANCE THE VISIBILITY OF THE FLAGGER STATION. IF CONES ARE USED, PLACE THEM 100 FT. (MINIMUM) FROM AFAD.
8. THE OPERATOR OF THE AFAD SHALL NOT DISPLAY THE AFAD'S OR YELLOW LENS PHASE UNTIL ALL ONCOMING VEHICLES HAVE CLEARED THE ONE-LANE PORTION OF THE WORK ZONE.
9. "BE PREPARED TO STOP" SIGN (W3-4) AND "ONE LANE ROAD AHEAD" SIGN (W20-4) SHALL BE REMOVED, COVERED OR TURNED AWAY FROM ROAD USERS WHEN FLAGGING OPERATIONS ARE NOT OCCURRING.
10. APPROPRIATE FLAGGER TOOLS (STOP/SLOW PADDLE, RED FLAG, HIGH VISIBILITY APPAREL, ETC.) SHALL BE ON-SITE, AVAILABLE AND READY TO USE IN THE EVENT OF AN AFAD MALFUNCTION OR TRAFFIC VOLUMES EXCEED THE CAPABILITY OF THE AFAD TO EFFECTIVELY CONTROL TRAFFIC.
11. A SINGLE OPERATOR MAY SIMULTANEOUSLY CONTROL TWO AFADS AS LONG AS BOTH CONDITIONS ARE PRESENT:
   A. THE OPERATOR HAS AN UNOBSTRUCTED VIEW OF THE AFADS, AND
   B. THE OPERATOR HAS AN UNOBSTRUCTED VIEW OF APPROACHING TRAFFIC IN BOTH DIRECTIONS.
12. IF THE AFAD IS NOT EQUIPPED WITH A R10-6 SIGN, ONE SHALL BE PLACED 8' IN ADVANCE OF THE AFAD.
13. THE AFAD SHALL BE CLEARLY VISIBLE TO THE FIRST APPROACHING ROAD USER AT ALL TIMES AND SHOULD BE VISIBLE TO OTHER ROAD USERS. THE AFAD SHALL BE STATIONED SUFFICIENTLY IN ADVANCE OF THE WORKERS TO WARN THEM (FOR EXAMPLE, WITH AUDIBLE WARNING DEVICES SUCH AS HORNS OR WHISTLES) OF APPROACHING DANGER BY OUT-OF-CONTROL/NON-COMPLIANT VEHICLES. THE AFAD SHALL STAND ALONE, AWAY FROM OTHER WORKERS, WORK VEHICLES, OR EQUIPMENT.
14. AFAD SHALL BE POSITIONED IN ACCORDANCE WITH TABLE 309-05 TO ENSURE ADEQUATE STOPPING SIGHT DISTANCE (X) FOR THE APPROACHING ROAD USERS. IF THE REQUIRED DISTANCE (X) CANNOT BE ACHIEVED DUE TO AN OBSTRUCTION CAUSED BY HORIZONTAL/VERTICAL CURVES OR OTHER FEATURES THEN THE ACTIVITY AREA SHOULD BE MODIFIED TO A POINT WHERE ADEQUATE STOPPING SIGHT DISTANCE CAN BE ACHIEVED OR PROTECTIVE VEHICLE SHALL BE UTILIZED AS SHOWN ON DETAIL 309D.
15. PROTECTIVE VEHICLE WITH APPROPRIATE ROLL AHEAD DISTANCE MAY BE USED IN ADVANCE OF THE WORK AREA, IF DEEMED NECESSARY BY THE DOT ENGINEER OR THEIR DESIGNEE. TO USE PROTECTIVE VEHICLE, SEE DETAIL 309D. WHEELS SHALL BE ALIGNED WITH LANE STRIPING.

TABLE 309-04: ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 30 MPH•)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH•)	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH•)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.
• PRECONSTRUCTION POSTED SPEED LIMIT					

TABLE 309-05: LONGITUDINAL BUFFER SPACE / STOPPING SIGHT DISTANCE (X)

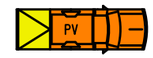
PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ • OF SKIP LINES
25	155/4
30	200/5
35	250/6
40	305/8
45	360/9
50	425/11
55	495/13

TABLE 309-06: REQUIRED SIGN SIZES•

SIGN	NON-FREEWAY	FREEWAY
G20-2	36x18	48x24
R10-6	24x36	24x36
W3-4	36x36	48x48
W20-1	36x36	48x48
W20-4	36x36	48x48
WARNING FLAG	18x18	18x18
•FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.		



G20-2 THIS SIGN SHALL BE LOCATED A MINIMUM DISTANCE OF 80 FT AND MAXIMUM OF 400 FT PAST THE END OF THE DOWNSTREAM TAPER.



PROTECTIVE VEHICLE (EITHER PVH OR PVL) SEE TABLE 309B-01 ON SHEET 3 OF 3



AUTOMATED FLAGGER ASSISTANCE DEVICE WITH OPERATOR (SEE NOTE 5)



W20-4 (SEE NOTE 9)



W20-1



W3-4 (SEE NOTE 9)



R10-6



CONE



WORK AREA

NEW YORK STATE **Department of Transportation**

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
TWO-LANE TWO-WAY ROADWAY
LANE CLOSURE WITH AUTOMATED FLAGGER ASSISTANCE DEVICES AND FLAGGER
SHORT TERM OPERATION (SHEET 2 OF 3)

APPROVED JANUARY 10, 2025

Robert Limoges

ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 25-001

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NOT TO SCALE

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TABLE 309B-01: PROTECTIVE VEHICLE REQUIREMENTS				
CLOSURE TYPE	ROAD TYPE & SPEED	NON-FREEWAY		
		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
	EXPOSURE CONDITIONS (SEE NOTE 1)			
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR WORK VEHICLE EXPOSED TO TRAFFIC	PVH+TMIA	PVL+TMIA	PVL
	-NO WORKERS ON FOOT -NO WORK VEHICLE EXPOSED TO TRAFFIC -OTHER HAZARDS EXPOSED (IE EQUIPMENT, MATERIALS)	PVH+TMIA	PVL	SEE NOTE 2
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR WORK VEHICLE EXPOSED TO TRAFFIC	PVH+TMIA	PVL	PVL
	-NO WORKERS ON FOOT -NO WORK VEHICLE EXPOSED TO TRAFFIC -OTHER HAZARDS EXPOSED (IE EQUIPMENT, MATERIALS, EXCAVATION)	PVH+TMIA	PVL	SEE NOTE 2

LEGEND
PVL - PROTECTIVE VEHICLE LIGHT (MINIMUM GROSS WEIGHT 9,500 LBS. OR GREATER) (SEE NOTE 4)
PVH - PROTECTIVE VEHICLE HEAVY (MINIMUM GROSS WEIGHT 22,000 LBS. OR GREATER)
TMIA - TRUCK/TRAILER MOUNTED IMPACT ATTENUATOR

NOTES
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT.
2. EITHER A PROTECTIVE VEHICLE LIGHT (PVL) OR THE STANDARD BUFFER SPACE (SEE TABLE 309-02 ON SHEET 1 OF 3 OR TABLE 309-05 ON SHEET 2 OF 3) SHALL BE PROVIDED.
3. TRUCK/TRAILER MOUNTED IMPACT ATTENUATORS (TMIA) SHALL NOT BE MOUNTED/INSTALLED ON VEHICLES WITH A GROSS VEHICLE WEIGHT (GVW) LESS THAN WHAT IS MINIMALLY REQUIRED BY THE MANUFACTURER OF THE TMIA.
4. THE USE OF A PROTECTIVE VEHICLE LIGHT (PVL) AS A SHADOW VEHICLE IS LIMITED TO NON-FREEWAY ROADWAYS WHERE THE POSTED SPEED LIMITS IS ≤ 40 MPH UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.

TABLE 309B-02: ROLL AHEAD DISTANCE FOR PROTECTIVE VEHICLES		
ROLL AHEAD DISTANCE (FT.)/* OF SKIP LINES FOR VEHICLES		
PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	PROTECTIVE VEHICLES WEIGHING 9,500 TO 21,999 LBS. GVW	PROTECTIVE VEHICLES WEIGHING 22,000 LBS. OR GREATER GVW
45 - 55	160/4	120/3
≤ 40	120/3	80/2

NEW YORK STATE | Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

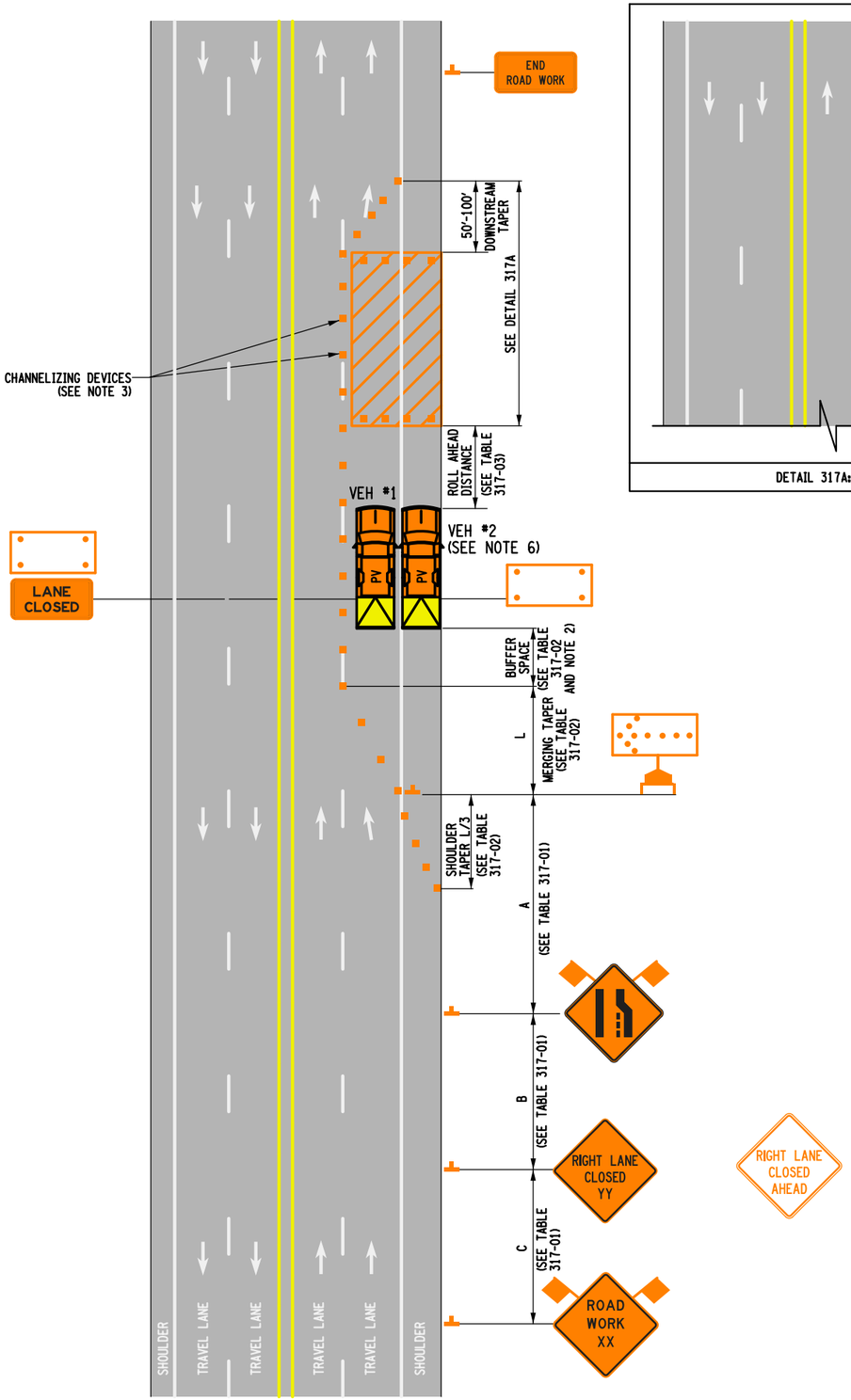
WORK ZONE TRAFFIC CONTROL
TWO-LANE TWO-WAY ROADWAY
LANE CLOSURE WITH AUTOMATED FLAGGER
ASSISTANCE DEVICES AND FLAGGER
SHORT TERM OPERATION (SHEET 3 OF 3)

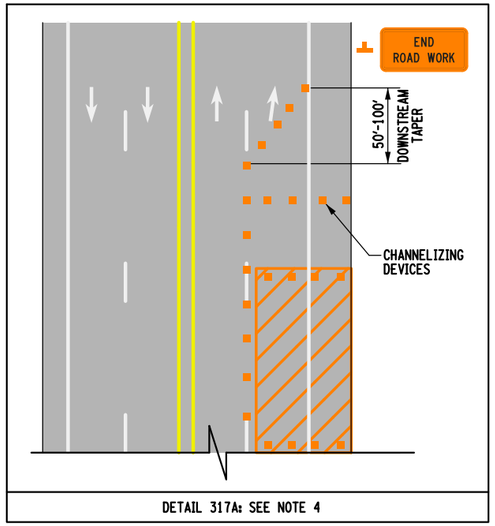
APPROVED JANUARY 10, 2025
Robert Limoges
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SPECIAL NOTES





DETAIL 317A: SEE NOTE 4

NOTES:

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.
2. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.
3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
4. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.
5. THE PROTECTIVE VEHICLE(S) SHALL BE MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE, BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS/ENGINE OFF) OR PARK/NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.
6. VEH * 2 IS ONLY NEEDED WHEN THE SHOULDER WIDTH IS ≥ 8'.



W20-1



TRAILER FOR ARROW PANEL



W4-2R



W20-1



NYW8-33



W20-5



G20-2 THIS SIGN SHALL BE LOCATED A MINIMUM DISTANCE OF 80 FT AND MAXIMUM OF 400 FT PAST THE END OF THE DOWNSTREAM TAPER.

ARROW PANEL (CAUTION MODE)

ARROW PANEL

PROTECTIVE VEHICLE (EITHER PVH OR PVL) SEE TABLE 317-04

WORK AREA

CHANNELIZING DEVICE SEE TABLE 317-05

REFER TO SHEET 2 OF 2 FOR ALL TABLES

NOT TO SCALE

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
MULTI LANE UNDIVIDED ROADWAY
SINGLE LANE CLOSURE
SHORT TERM OPERATION
(SHEET 1 OF 2)

ERRATA 2 EFF. 09/01/23 ISSUED WITH EB 23-016	APPROVED DECEMBER 2, 2021	ISSUED UNDER EI 21-028
ERRATA 1 EFF. 01/01/23 ISSUED WITH EB 22-050	Robert Limoges ROBERT LIMOGES, P.E. DIRECTOR, OTSM	619-317

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SPECIAL NOTES

TABLE 317-01: ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 30 MPH•)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH•)	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH•)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.

• PRECONSTRUCTION POSTED SPEED LIMIT

TABLE 317-02: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ * OF SKIP LINES	TAPER LENGTH: (FT.)/ * OF SKIP LINES/ * OF CHANNELIZING DEVICES			SHOULDER TAPER LENGTH: (FT.)/ * OF SKIP LINES/ * OF CHANNELIZING DEVICES						
		LATERAL SHIFT OF TRAFFIC FLOW PATH (FT.)			FOR SHOULDER WIDTH						
		10	11	12	≤ 4 FT.	5 - 7 FT.	8 FT.	9 FT.	10 FT.	11 FT.	12 FT.
25	155 / 4	120/3/4	120/3/4	120/3/4	40/1/2	40/1/2	40/1/2	40/1/2	40/1/2	40/1/2	40/1/2
30	200 / 5	160/4/5	160/4/5	200/5/6	40/1/2	40/1/2	40/1/2	40/1/2	80/2/3	80/2/3	80/2/3
35	250 / 6	200/5/6	240/6/7	240/6/7	40/1/2	40/1/2	80/2/3	80/2/3	80/2/3	80/2/3	80/2/3
40	305 / 8	280/7/8	320/8/9	320/8/9	40/1/2	80/2/3	80/2/3	80/2/3	120/3/4	120/3/4	120/3/4
45	360 / 9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4	120/3/4	120/3/4	120/3/4	160/4/5
50	425 / 11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5	160/4/5	160/4/5	160/4/5	160/4/5
55	495 / 13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5	160/4/5	160/4/5	200/5/6	200/5/6

TABLE 317-03: ROLL AHEAD DISTANCE FOR PROTECTIVE VEHICLES

ROLL AHEAD DISTANCE (FT.)/* OF SKIP LINES FOR VEHICLES		
PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	PROTECTIVE VEHICLES WEIGHING 9,500 TO 21,999 LBS. GVW	PROTECTIVE VEHICLES WEIGHING 22,000 LBS. OR GREATER GVW
≥ 60	200/5	160/4
45 - 55	160/4	120/3
≤ 40	120/3	80/2

TABLE 317-04: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	NON-FREEWAY		
		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
	EXPOSURE CONDITIONS (SEE NOTE 1)			
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR WORK VEHICLE EXPOSED TO TRAFFIC	PVH+TMIA	PVL+TMIA	PVL
	-NO WORKERS ON FOOT -NO WORK VEHICLE EXPOSED TO TRAFFIC -OTHER HAZARDS EXPOSED (IE EQUIPMENT, MATERIALS)	PVH+TMIA	PVL	SEE NOTE 2
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR WORK VEHICLE EXPOSED TO TRAFFIC	PVH+TMIA	PVL	PVL
	-NO WORKERS ON FOOT -NO WORK VEHICLE EXPOSED TO TRAFFIC -OTHER HAZARDS EXPOSED (IE EQUIPMENT, MATERIALS, EXCAVATION)	PVH+TMIA	PVL	SEE NOTE 2

LEGEND
PVL - PROTECTIVE VEHICLE LIGHT (MINIMUM GROSS WEIGHT 9,500 LBS. OR GREATER) (SEE NOTE 4)
PVH - PROTECTIVE VEHICLE HEAVY (MINIMUM GROSS WEIGHT 22,000 LBS. OR GREATER)
TMIA - TRUCK/TRAILER MOUNTED IMPACT ATTENUATOR

NOTES
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT.
2. EITHER A PROTECTIVE LIGHT (PVL) OR THE STANDARD BUFFER SPACE (SEE TABLE 011-03 SHALL BE PROVIDED.
3. TRUCK/TRAILER MOUNTED IMPACT ATTENUATORS (TMIA) SHALL NOT BE MOUNTED/INSTALLED ON VEHICLES WITH A GROSS VEHICLE WEIGHT (GVW) LESS THAN WHAT IS MINIMALLY REQUIRED BY THE MANUFACTURER OF THE TMIA.
4. THE USE OF A PROTECTIVE VEHICLE LIGHT (PVL) AS A SHADOW VEHICLE IS LIMITED TO NON-FREEWAY ROADWAYS WHERE THE POSTED SPEED LIMITS IS ≤ 40 MPH UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.

TABLE 317-05: CHANNELIZING DEVICE APPLICATION FOR SHORT-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
SHORT-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.										
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT.	X	X	X	X			X	X	
	40 FT.	X	X	X	X			X	X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
LONGITUDINAL LANE OR SHOULDER CLOSURE W/NO WORKERS PRESENT	80 F.	X	X	X	X			X	X	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X	X	X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL
1. - A TYPE 1 OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

TABLE 317-06: REQUIRED SIGN SIZES•

SIGN	NON-FREEWAY	FREEWAY
G20-2	36x18	48x24
NYW8-33	48x24	48x24
W4-2R	36x36	48x48
W20-1	36x36	48x48
W20-5	36x36	48x48
WARNING FLAG	18x18	18x18

•FREEWAY SIZES MAY BE USED ON NON-FREEWAYS, IF SPACE CONSTRAINTS DO NOT EXIST.

ERRATA 1 EFF. 09/01/23
ISSUED WITH EB 23-016

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

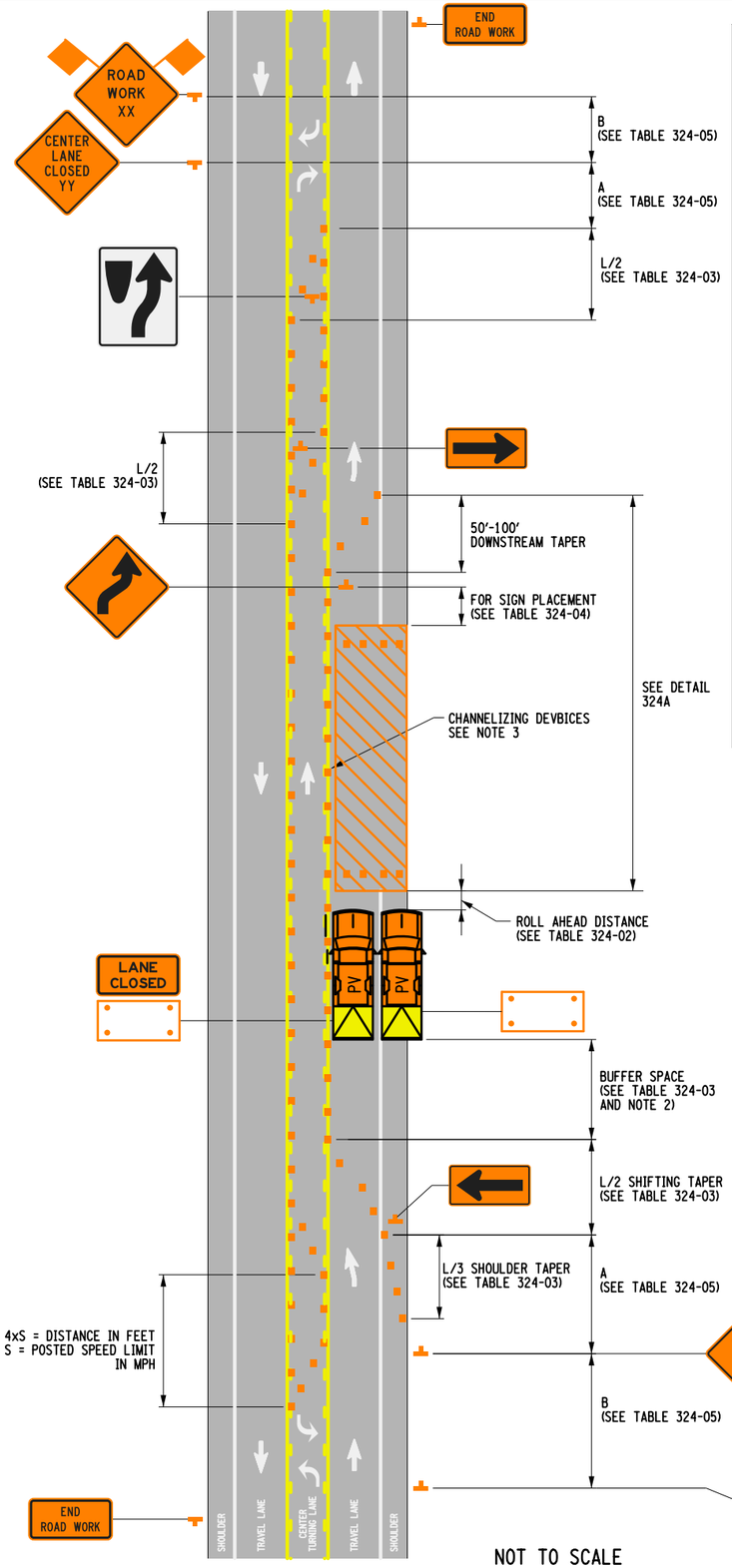
WORK ZONE TRAFFIC CONTROL
MULTI LANE UNDIVIDED ROADWAY
SINGLE LANE CLOSURE
SHORT TERM OPERATION
(SHEET 2 OF 2)

APPROVED APRIL 8, 2022
Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

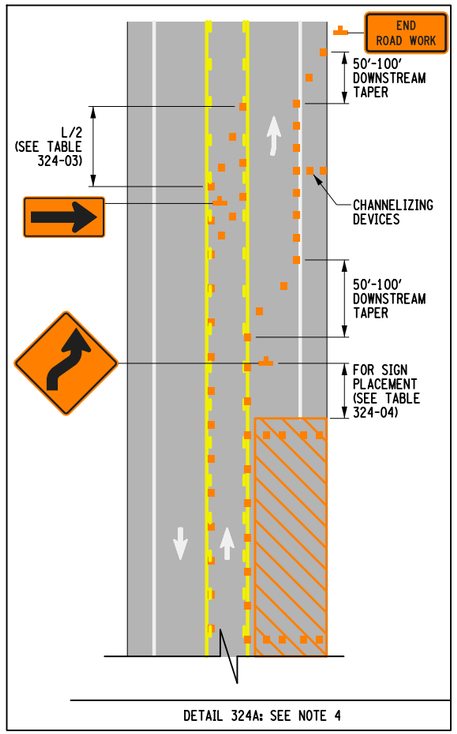
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619-317

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SPECIAL NOTES



NOT TO SCALE



DETAIL 324A: SEE NOTE 4

NOTES:

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.
2. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.
3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE, AND 20' IN THE TURN LANE TAPER SPACE.
4. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.
5. WHERE THE SHIFTED SECTION IS LONGER THAN 600', ONE REVERSE CURVE SIGN SHOULD BE USED TO SHOW THE INITIAL SHIFT AND A SECOND SIGN SHOULD BE USED TO SHOW THE RETURN TO THE NORMAL ALIGNMENT. IF THE TANGENT DISTANCE ALONG THE TEMPORARY DIVERSION IS LESS THAN 600', THE DOUBLE REVERSE CURVE SIGN (W24-1L) SHOULD BE USED INSTEAD OF THE FIRST REVERSE CURVE SIGN (W1-4L) AND THE SECOND REVERSE CURVE SIGN (W1-4L) SHOULD BE OMITTED.
6. THE ENGINEER MAY REQUIRE THE USE OF AN ADVISORY SPEED PLAQUE (W13-1) TO SUPPLEMENT A WARNING SIGN. THE PLAQUE WILL BE USED TO INDICATE AN ADVISORY SPEED FOR THE WORK ZONE CONDITION. (IE. NARROW LANES, BUMPS, POOR ROADWAY SURFACE, LOW OR NO SHOULDER, DROP-OFFS, GEOMETRIC CONSTRAINTS, AND/OR POOR SIGHT CONDITIONS).
7. THE PROTECTIVE VEHICLE(S) SHALL MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE, BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC. PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSISSIONS/ENGINE OFF) OR PARK/NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.
8. AN ADVISORY SPEED PLAQUE (W13-1) IS RECOMMENDED TO SUPPLEMENT A WARNING SIGN IN ORDER TO INDICATE AM ADVISORY SPEED FOR THE WORK ZONE CONDITION (IE. NARROW LANES, BUMPS, POOR ROADWAY SURFACE, LOW OR NO SHOULDER, DROP-OFFS, GEOMETRIC CONSTRIANTS, AND/OR POOR SIGHT CONDITIONS).



G20-2 — THIS SIGN SHALL BE LOCATED A MINIMUM DISTANCE OF 80 FT AND MAXIMUM OF 400 FT PAST THE END OF THE DOWNSTREAM TAPER.



W20-1



ARROW PANEL (CAUTION MODE)

W24-1L (SEE NOTE 6)

NYW8-33



W1-4L
W1-4R



R4-7



W1-6L
W1-6R



PROTECTIVE VEHICLE (EITHER PVH OR PVL) SEE TABLE 324-01



W20-5



WORK AREA



W13-1
(SEE NOT 8)

CHANNELIZING DEVICE (SEE TABLE 324-06)

REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
TWO-LANE TWO-WAY ROADWAY
SINGLE LANE SHIFT WITH TWO-WAY
LEFT TURN LANE SHORT TERM OPERATION
(SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021
Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 21-028
619-324

ERRATA 1 EFF. 09/01/23
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SPECIAL NOTES

TABLE 324-01: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	NON-FREEWAY		
		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
	EXPOSURE CONDITIONS (SEE NOTE 1)			
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR WORK VEHICLE EXPOSED TO TRAFFIC	PVH+TMIA	PVL+TMIA	PVL
	-NO WORKERS ON FOOT -NO WORK VEHICLE EXPOSED TO TRAFFIC -OTHER HAZARDS EXPOSED (IE EQUIPMENT, MATERIALS)	PVH+TMIA	PVL	SEE NOTE 2
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR WORK VEHICLE EXPOSED TO TRAFFIC	PVH+TMIA	PVL	PVL
	-NO WORKERS ON FOOT -NO WORK VEHICLE EXPOSED TO TRAFFIC -OTHER HAZARDS EXPOSED (IE EQUIPMENT, MATERIALS, EXCAVATION)	PVH+TMIA	PVL	SEE NOTE 2

LEGEND
PVL - PROTECTIVE VEHICLE LIGHT (MINIMUM GROSS WEIGHT 9,500 LBS. OR GREATER) (SEE NOTE 4)
PVH - PROTECTIVE VEHICLE HEAVY (MINIMUM GROSS WEIGHT 22,000 LBS. OR GREATER)
TMIA - TRUCK/TRAILER MOUNTED IMPACT ATTENUATOR

NOTES
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT.
2. EITHER A PROTECTIVE LIGHT (PVL) OR THE STANDARD BUFFER SPACE (SEE TABLE 011-03 SHALL BE PROVIDED.
3. TRUCK/TRAILER MOUNTED IMPACT ATTENUATORS (TMIA) SHALL NOT BE MOUNTED/INSTALLED ON VEHICLES WITH A GROSS VEHICLE WEIGHT (GVW) LESS THAN WHAT IS MINIMALLY REQUIRED BY THE MANUFACTURER OF THE TMIA.
4. THE USE OF A PROTECTIVE VEHICLE LIGHT (PVL) AS A SHADOW VEHICLE IS LIMITED TO NON-FREEWAY ROADWAYS WHERE THE POSTED SPEED LIMITS IS ≤ 40 MPH UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.

TABLE 324-02: ROLL AHEAD DISTANCE FOR PROTECTIVE VEHICLES

ROLL AHEAD DISTANCE (FT.)/* OF SKIP LINES FOR VEHICLES

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	PROTECTIVE VEHICLES WEIGHING 9,500 TO 21,999 LBS. GVW	PROTECTIVE VEHICLES WEIGHING 22,000 LBS. OR GREATER GVW
45 - 55	160/4	120/3
≤ 40	120/3	80/2

TABLE 324-03: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ * OF SKIP LINES	TAPER LENGTH: (FT.)/ * OF SKIP LINES/ * OF CHANNELIZING DEVICES			SHOULDER TAPER LENGTH: (FT.)/ * OF SKIP LINES/ * OF CHANNELIZING DEVICES						
		LATERAL SHIFT OF TRAFFIC FLOW PATH (FT.)			FOR SHOULDER WIDTH						
		10	11	12	≤ 4 FT.	5 - 7 FT.	8 FT.	9 FT.	10 FT.	11 FT.	12 FT.
25	155 / 4	120/3/4	120/3/4	120/3/4	40/1/2	40/1/2	40/1/2	40/1/2	40/1/2	40/1/2	40/1/2
30	200 / 5	160/4/5	160/4/5	200/5/6	40/1/2	40/1/2	40/1/2	40/1/2	80/2/3	80/2/3	80/2/3
35	250 / 6	200/5/6	240/6/7	240/6/7	40/1/2	40/1/2	80/2/3	80/2/3	80/2/3	80/2/3	80/2/3
40	305 / 8	280/7/8	320/8/9	320/8/9	40/1/2	80/2/3	80/2/3	80/2/3	120/3/4	120/3/4	120/3/4
45	360 / 9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4	120/3/4	120/3/4	120/3/4	160/4/5
50	425 / 11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5	160/4/5	160/4/5	160/4/5	160/4/5
55	495 / 13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5	160/4/5	160/4/5	200/5/6	200/5/6

TABLE 324-04: GUIDELINES FOR ADVANCE PLACEMENT OF WARNING SIGNS

POSTED OR 85%-PERCENTILE SPEED (MPH)	ADVANCE PLACEMENT DISTANCE (FT.) [1]													
	CONDITION A: SPEED REDUCTION AND LANE CHANGING IN HEAVY TRAFFIC [2]	CONDITION B: DECELERATION TO THE LISTED ADVISORY SPEED (MPH) FOR THE CONDITION [4] CONDITION C: NO SPEED REDUCTION NECESSARY [5]												
		0 [3]	5	10	15	20	25	30	35	40	45	50	55	
20	410	115	110	105	90	75	-	-	-	-	-	-	-	
25	515	155	160	150	135	120	95	-	-	-	-	-	-	
30	620	200	205	195	185	165	140	110	-	-	-	-	-	
35	720	250	255	245	235	215	190	160	130	-	-	-	-	
40	825	305	320	310	295	280	255	225	190	150	-	-	-	
45	930	360	380	370	360	340	315	285	255	210	165	-	-	
50	1030	425	455	450	435	415	390	360	330	285	240	185	-	
55	1135	495	530	520	505	490	460	435	400	355	315	255	205	

NOTES:
1. THE DISTANCES HAVE NOT BEEN MODIFIED TO ACCOUNT FOR SIGN LEGIBILITY.
2. TYPICAL CONDITIONS ARE LOCATIONS WHERE THE ROAD USER MUST USE EXTRA TIME TO ADJUST SPEED AND CHANGE LANES IN HEAVY TRAFFIC BECAUSE OF A COMPLEX DRIVING SITUATION. TYPICAL SIGNS ARE MERGE AND RIGHT LAND ENDS. THE DISTANCES ARE TAKEN FROM THE 2004 AASHTO POLICY, EXHIBIT 3-3, DECISION SIGHT DISTANCE, AVOIDANCE MANEUVER E.
3. TYPICAL CONDITION IS THE WARNING OF A POTENTIAL STOP SITUATION. TYPICAL SIGNS ARE STOP AHEAD, YIELD AHEAD, SIGNAL AHEAD, AND INTERSECTION WARNING SIGNS. THE DISTANCES ARE TAKEN FROM THE 2004 AASHTO POLICY, STOPPING SIGHT DISTANCE, EXHIBIT 3-1.
4. TYPICAL CONDITIONS ARE LOCATIONS WHERE THE ROAD USER MUST DECREASE SPEED TO MANEUVER THROUGH THE WARNED CONDITION. TYPICAL SIGNS ARE TURN, CURVE, REVERSE TURN, OR REVERSE CURVE. THE DISTANCES ARE DETERMINED BY PROVIDING A 2.5 SECOND PRT AND A VEHICLE DECELERATION RATE OF 10 FT./SECOND.[2]
5. TYPICAL SIGNS ARE ADDED LANE, ROAD NARROWS, DIVIDED HIGHWAY, AND CONDITION B SIGNS DISPLAYED WITHOUT AN ADVISORY SPEED.

TABLE 324-05: ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 30 MPH•)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH•)	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH•)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.

• PRECONSTRUCTION POSTED SPEED LIMIT

TABLE 324-06: CHANNELIZING DEVICE APPLICATION FOR SHORT-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
SHORT-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.										
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT.	X	X	X	X			X	X	
	40 FT.	X	X	X	X			X	X	
MARKING FOR TRANSVERSE BUMPS [1]	N/A	X [2]			X [2]				X [2]	
LONGITUDINAL LANE OR SHOULDER CLOUSURE W/NO WORKERS PRESENT	80 F.	X	X	X	X			X	X	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X	X	X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL
1. - A TYPE 1 OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

TABLE 324-07: REQUIRED SIGN SIZES•

SIGN	NON-FREEWAY	FREEWAY
G20-2	36x18	48x24
NYW8-33	48x24	48x24
R4-7	24x30	36x48
W1-4L/W1-4R	36x36	48x48
W1-6L/W1-6R	48x24	60x30
W9-3	36x36	48x48
W13-1	36x36	48x48
W20-1	24x24	30x30
W20-4	36x36	48x48
W20-5	36x36	48x48
W24-1L	36x36	48x48
WARNING FLAG	18x18	18x18

•FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
TWO-LANE TWO-WAY ROADWAY
SINGLE LANE SHIFT WITH TWO-WAY
LEFT TURN LANE SHORT TERM OPERATION
(SHEET 2 OF 2)

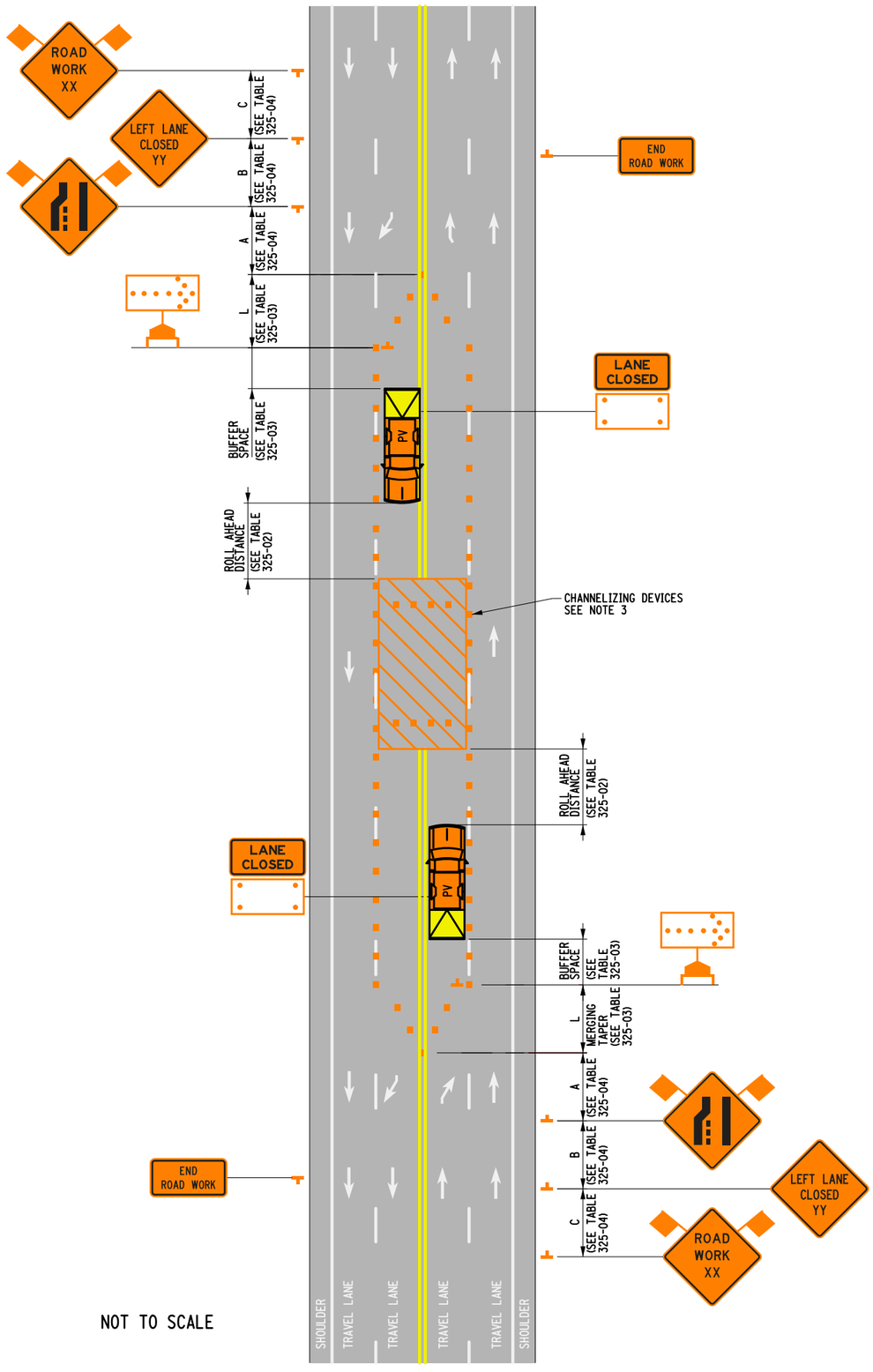
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Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 22-008
619-324

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ISSUED WITH EB 23-016

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SPECIAL NOTES



NOT TO SCALE

NOTES:

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN THE BUFFER SPACE AT ANY TIME.
2. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.
3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE, AND SHALL NOT EXCEED 20' IN THE TAPER AREA.
4. FOR LOW SPEED (< 45 MPH), LOW VOLUME URBAN STREETS, THE W20-5 SIGN MAY BE OMITTED AND THE W20-1 SIGN RELOCATED TO THAT LOCATION.
5. THE PROTECTIVE VEHICLE(S) SHALL MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE, BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC. PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS/ENGINE OFF) OR PARK/NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.

END ROAD WORK — G20-2 — THIS SIGN SHALL BE LOCATED A MINIMUM DISTANCE OF 80 FT AND MAXIMUM OF 400 FT PAST THE END OF THE DOWNSTREAM TAPER.

W4-2R

LANE CLOSED — NYW8-33

ROAD WORK XX — W20-1

LEFT LANE CLOSED YY — W20-5L (SEE NOTE 4)

ARROW PANEL

ARROW PANEL (CAUTION MODE)

WORK AREA

CHANNELIZING DEVICE SEE TABLE 325-05

PV — PROTECTIVE VEHICLE (EITHER PVH OR PVL) SEE TABLE 325-01

TRAILER FOR ARROW PANEL

REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
MULTI-LANE UNDIVIDED ROADWAY
DOUBLE INTERIOR LANE CLOSURE
SHORT TERM OPERATION
(SHEET 1 OF 2)

ERRATA 1 EFF. 09/01/23 ISSUED WITH EB 23-016	APPROVED DECEMBER 2, 2021	ISSUED UNDER EI 21-028
ERRATA 1 EFF. 01/01/23 ISSUED WITH EB 22-050	Robert Limoges ROBERT LIMOGES, P.E. DIRECTOR, OTSM	619-325

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TABLE 325-01: PROTECTIVE VEHICLE REQUIREMENTS				
CLOSURE TYPE	ROAD TYPE & SPEED	NON-FREEWAY		
		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
	EXPOSURE CONDITIONS (SEE NOTE 1)			
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR WORK VEHICLE EXPOSED TO TRAFFIC	PVH+TMIA	PVL+TMIA	PVL
	-NO WORKERS ON FOOT -NO WORK VEHICLE EXPOSED TO TRAFFIC -OTHER HAZARDS EXPOSED (IE EQUIPMENT, MATERIALS)	PVH+TMIA	PVL	SEE NOTE 2
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR WORK VEHICLE EXPOSED TO TRAFFIC	PVH+TMIA	PVL	PVL
	-NO WORKERS ON FOOT -NO WORK VEHICLE EXPOSED TO TRAFFIC -OTHER HAZARDS EXPOSED (IE EQUIPMENT, MATERIALS, EXCAVATION)	PVH+TMIA	PVL	SEE NOTE 2

LEGEND
PVL - PROTECTIVE VEHICLE LIGHT (MINIMUM GROSS WEIGHT 9,500 LBS. OR GREATER) (SEE NOTE 4)
PVH - PROTECTIVE VEHICLE HEAVY (MINIMUM GROSS WEIGHT 22,000 LBS. OR GREATER)
TMIA - TRUCK/TRAILER MOUNTED IMPACT ATTENUATOR

NOTES
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT.
2. EITHER A PROTECTIVE LIGHT (PVL) OR THE STANDARD BUFFER SPACE (SEE TABLE 011-03 SHALL BE PROVIDED.
3. TRUCK/TRAILER MOUNTED IMPACT ATTENUATORS (TMIA) SHALL NOT BE MOUNTED/INSTALLED ON VEHICLES WITH A GROSS VEHICLE WEIGHT (GVW) LESS THAN WHAT IS MINIMALLY REQUIRED BY THE MANUFACTURER OF THE TMIA.
4. THE USE OF A PROTECTIVE VEHICLE LIGHT (PVL) AS A SHADOW VEHICLE IS LIMITED TO NON-FREEWAY ROADWAYS WHERE THE POSTED SPEED LIMITS IS ≤ 40 MPH UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.

TABLE 325-02: ROLL AHEAD DISTANCE FOR PROTECTIVE VEHICLES		
ROLL AHEAD DISTANCE (FT.)/* OF SKIP LINES FOR VEHICLES		
PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	PROTECTIVE VEHICLES WEIGHING 9,500 TO 21,999 LBS. GVW	PROTECTIVE VEHICLES WEIGHING 22,000 LBS. OR GREATER GVW
45 - 55	160/4	120/3
≤ 40	120/3	80/2

TABLE 325-04: ADVANCE WARNING SIGN SPACING					
ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 30 MPH*)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH*)	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH*)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.
* PRECONSTRUCTION POSTED SPEED LIMIT					

TABLE 324-03: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS										
PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ * OF SKIP LINES	TAPER LENGTH: (FT.)/ * OF SKIP LINES/ * OF CHANNELIZING DEVICES			SHOULDER TAPER LENGTH: (FT.)/ * OF SKIP LINES/ * OF CHANNELIZING DEVICES					
		LATERAL SHIFT OF TRAFFIC FLOW PATH (FT.)			FOR SHOULDER WIDTH					
		10	11	12	≤ 4 FT.	5 - 7 FT.	8 FT.	9 FT.	10 FT.	11 FT.	12 FT.
25	155 / 4	120/3/4	120/3/4	120/3/4	40/1/2	40/1/2	40/1/2	40/1/2	40/1/2	40/1/2	40/1/2
30	200 / 5	160/4/5	160/4/5	200/5/6	40/1/2	40/1/2	40/1/2	40/1/2	80/2/3	80/2/3	80/2/3
35	250 / 6	200/5/6	240/6/7	240/6/7	40/1/2	40/1/2	80/2/3	80/2/3	80/2/3	80/2/3	80/2/3
40	305 / 8	280/7/8	320/8/9	320/8/9	40/1/2	80/2/3	80/2/3	80/2/3	120/3/4	120/3/4	120/3/4
45	360 / 9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4	120/3/4	120/3/4	120/3/4	160/4/5
50	425 / 11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5	160/4/5	160/4/5	160/4/5	160/4/5
55	495 / 13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5	160/4/5	160/4/5	200/5/6	200/5/6

TABLE 325-05: CHANNELIZING DEVICE APPLICATION FOR SHORT-TERM STATIONARY WORK ZONES										
WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
SHORT-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.										
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT.	X	X	X	X			X	X	
	40 FT.	X	X	X	X			X	X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
LONGITUDINAL LANE OR SHOULDER CLOUSURE W/NO WORKERS PRESENT	80 F.	X	X	X	X			X	X	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X	X	X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL
1. - A TYPE 1 OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

TABLE 325-06: REQUIRED SIGN SIZES*		
SIGN	NON-FREEWAY	FREEWAY
G20-2	36x18	48x24
NYW8-33	48x24	48x24
W4-2L	36x36	48x48
W20-1	36x36	48x48
W20-5	36x36	48x48
WARNING FLAG	18x18	18x18
*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.		

ERRATA 1 EFF. 09/01/23
ISSUED WITH EB 23-016

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
MULTI-LANE UNDIVIDED ROADWAY
DOUBLE INTERIOR LANE CLOSURE
SHORT TERM OPERATION
(SHEET 2 OF 2)

APPROVED APRIL 8, 2022
Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 22-008
619-325

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SPECIAL NOTE

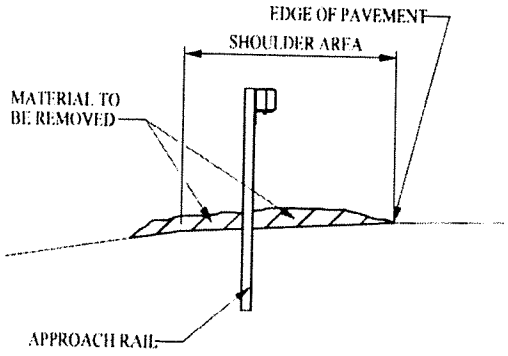
ITEM 621.05 - CLEAN, GRADE, AND SHAPE EXISTING ROADSIDE SECTION

THE APPROACH SHOULDERS IN EACH OF THE FOUR QUADRANTS OF THE BRIDGE SHALL BE CLEANED FOR A DISTANCE OF 100 ft FROM THE END OF THE BRIDGE. THIS INCLUDES THE AREA UNDER THE APPROACH RAILING, AND ALONG THE APPROACH CURBS.

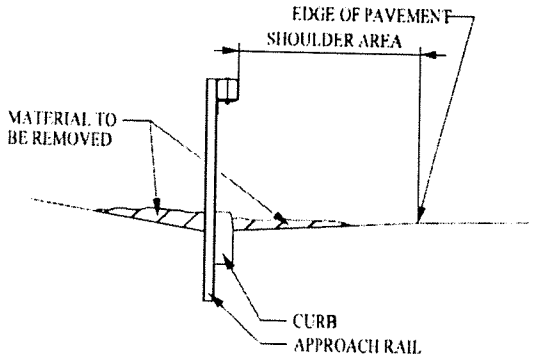
NO DEBRIS, INCLUDING VEGETATION OR PILES OF MATERIAL, SHALL REMAIN ON THE SHOULDERS OR CURBLINE. THIS ALSO INCLUDES THE AREA ABOVE THE CURBLINE AND UNDER THE APPROACH RAILING. SEE SECTIONS BELOW.

MATERIAL REMOVED SHALL BECOME THE CONTRACTOR'S PROPERTY FOR DISPOSAL. THE CONTRACTOR SHALL REMOVE, LOAD, AND DISPOSE OF ALL EXCESS MATERIAL AT A SUITABLE OFF-SITE LOCATION, OR A.O.B.E.

ANY FILL REQUIRED TO REESTABLISH ADEQUATE ROADSIDE DRAINAGE SHALL BE LIMITED TO A 6" DEPTH OF FILL MATERIAL. THE CONTRACTOR IS ENCOURAGED TO UTILIZE ANY SUITABLE FILL MATERIAL THAT MAY HAVE BEEN REMOVED ELSEWHERE DURING THE CLEANING OPERATION.



CURBLESS SECTION



CURBED SECTION

SPECIAL NOTE

Coordination with Adjacent Projects

The Contractor is hereby advised that other projects under construction by NSYDOT, ECDPW or other agencies may exist in the vicinity of the bridges being addressed by this contract.

Specifically, PIN 5268.54 (NY Rte. 240 at Fisher Road) is being progressed by NYSDOT. This may affect bridges on Fisher Road, Langner Road, and Ridge Road. Coordination will be required with the NYSDOT Engineer-in-Charge of this project. The Contractor shall work with the County and the Resident Engineer to coordinate all work with adjacent contracts and adjust work operations or scheduling as required.

2. Be aware of the conditions of Paragraph C, Special Instructions, and take every precaution to protect to the best of his ability those utility facilities above and below ground.

3. Time is of the essence and award of this contract shall be, consistent with the requirements of General Municipal Law, Section 103, based on a Contractor who can show an ability to timely and properly complete the project.

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

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

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

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

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

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

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

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

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

c. The construction schedule, along with the list of operations, shall be attached to the inside of the back cover of the proposal.

d. The Commissioner reserves the right to waive all informalities.

4. The Contractor shall not disturb the existing pavement in a manner that will interfere with snow removal or vehicular movement during the winter months. It is, therefore, entirely the Contractor's liability to maintain a smooth riding pavement should he elect to construct the necessary cross culverts and/or the foundation course.

5. Remove, store and protect from loss or harm the Owner's chattels, viz., road signs, directional signs, posts, rails, barricades, pipes, etc., and replace in accordance with Item 619.01.

6. The Contractor's attention is directed to Section 107-01 of the New York State Department of Transportation Standard Specifications requiring procurement of all necessary licenses and permits not at the Owner's expense; further it requires the Contractor to observe all federal, state and local laws and regulations which may affect the Contractor's operations on this project. This information is provided as a convenience to bidders and contractors. It is not intended to be all-inclusive and does not relieve the Contractor of his responsibility to determine which federal, state and local laws and regulations apply to his operations on this contract and to comply with them. A partial list of some of the most recent requirements follows:

a. Article 23, Title 27 of the Environmental Conservation Law, known as the "New York State Mined Land Reclamation Law," regulates borrow pits and aggregate sources outside state project areas where more than one thousand tons of minerals are removed from the earth within any twelve successive calendar months. Applications for permits to operate such facilities must be made to the New York State Department of Environmental Conservation.

b. Industrial Code Rule No. 53, as amended, issued by the State of New York Department of Labor, Board of Standards and Appeals, regulates the reporting of construction, excavation and demolition operations at or near underground facilities.

c. Article 24 - Freshwater Wetland Act, an Act amending the Environmental Conservation Law, in relation to the regulation, management, protection and conservation of the freshwater wetlands of the State. This Act would require the Contractor to secure a permit from the clerk of the local government having jurisdiction or the State Department of Environmental Conservation if he wishes to undertake any regulated activities (such as excavation of borrow or disposal of soil material) upon freshwater wetlands as designated by the Commissioner of Environmental Conservation.

d. Chapter 418 of the Laws of 1975 added a new Section 380-a to the Vehicle and Traffic Law requiring covering of vehicles transporting loose material except under certain circumstances. The New York State Department of Transportation has promulgated rules and regulations concerning the covering of loose cargo which may be found in 17 NYCRR, Part 158.

e. When work is specified within the right-of-way of a New York State Highway, a New York State Highway Work Permit is required.

f. All costs associated with the compliance of all laws, regulations and ordinances shall be included in the prices bid for the respective contract items involved unless otherwise provided for in the contract.

7. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

C. The Contractor shall furnish for use of the field Engineers an approved waterproof building. This building shall be erected at a location to be selected by the Engineer and shall be separated from any building used by the Contractor. All the requirements of Item 637.N/A

Engineer's Office N/A 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

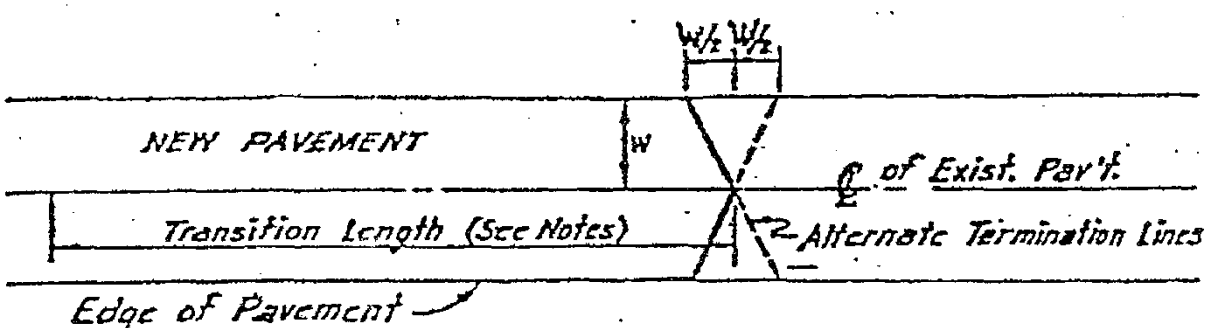
The Fire, Police and Postal Authorities for the areas concerned in this contract shall be notified in advance of the beginning of construction of the proposed schedule and shall be kept appraised of progress of the work in order to coordinate and maintain sufficient Fire and Police protection and Postal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

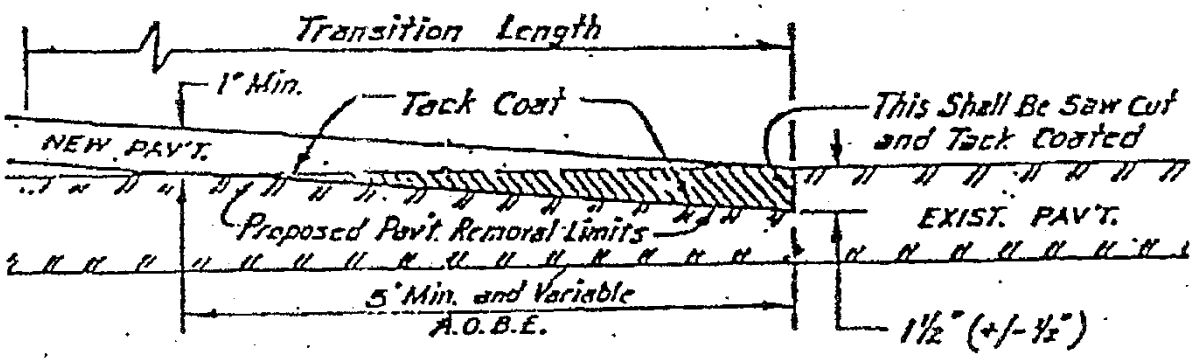
J. "BUTT" JOINTS FOR ASPHALT CONCRETE TRANSITIONS

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 702-340l.

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 replaces 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.: CONTRACTOR: SUPERINTENDENT:

ERIE COUNTY DATE:

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

SI 16

* 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
PROMOLGATED 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 gals 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 disproportionally 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,

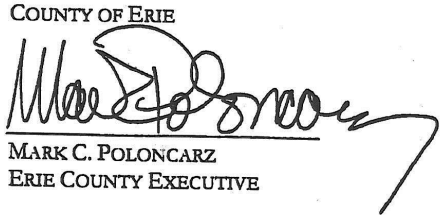
4. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for determining a bidder or responder is not qualified to participate in future County 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

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 9
700 Delaware Avenue, Buffalo, NY 14209
P: (716) 851-7165 | F: (716) 851-7168
www.dec.ny.gov

April 10, 2024

Paul Amicone
CHA Consulting
2200 Main Place Tower
Buffalo, New York 14202

Dear Paul Amicone:

Bridge Washing and Deck Sealing Project
DEC ID No. 9-1499-00124
Various Towns, Erie County

This will acknowledge receipt of your email dated March 26, 2024, and advise you that pursuant to the provisions of N.Y.S. Environmental Conservation Law, no New York State Department of Environmental Conservation (NYSDEC) permit will be required for the above noted work as described in your email. Please note that, if any activities are proposed that would involve physical alteration to the bed or banks of any protected streams in Erie County, an Article 15 Protection of Waters Permit will be required. For proposed work in NYSDEC regulated freshwater wetlands and their 100-foot-wide adjacent areas, an Article 24 Freshwater Wetland permit will not be required if the following conditions are met: detergents or other chemicals are not used in bridge washing; if equipment does not operate from and/or be washed in any watercourse or wetland; if equipment is not stored or refueled within 100 feet of a wetland; if washing occurs during periods of high flow; and if washing is done in a manner that prevents contaminated run-off from directly entering any watercourses or wetland.

NYSDEC has determined that a Part 182 Incidental Take permit will not be required for project sites located along waterbodies with records of New York State listed threatened and endangered mussel species provided that any water withdrawn on-site will be from the surface and/or from within the water column. To prevent impacts to freshwater mussels, hellbender salamanders, freshwater wetlands and waterbodies, screened hoses utilized for water withdrawals must not rest on the bottom of the stream and should be suspended as high as possible during withdrawal.

Please be advised that the streams identified in your request have no prohibition dates for the power washing and bridge sealing as long as preventative measures are in place to prevent any materials from entering the stream. The county should follow NYSDOT Engineering Instruction EI-19-002 (attached) which will minimize contravention of water quality. Additionally, please note that federal law protects migratory birds (including all waterfowl, herons, hawks, owls, eagles, and songbirds) and their nests, eggs, and feathers under the Migratory Bird Treaty Act of 1918, with amendments. Note that NYSDOT EI-19002 includes guidelines regarding the protection of bird and bat species.

This determination does not relieve you of any requirements under any other applicable laws which may exist. You are advised to contact all appropriate Federal, State and/or local agencies for any approvals that may be required.

If you have any questions about this letter, or your responsibilities under the New York State Environmental Conservation Law, please contact Bruno DiBella at 716-851-7165.

Sincerely,

Michelle R. Woznick

Michelle R. Woznick
Deputy Regional Permit Administrator

BAD/slr

Enclosure: NYSDOT EI-19002

ec: Chuck Rosenburg, NYSDEC Bureau of Ecosystem Health
Angela Driscoll, NYSDEC Bureau of Ecosystem Health
Mandi Ohar, NYSDEC Bureau of Ecosystem Health
Mike Todd, NYSDEC Bureau of Fisheries
Chris Driscoll, NYSDEC Bureau of Fisheries
Jacquie Walters, NYSDEC Bureau of Wildlife
Connie Adams, NYSDEC Bureau of Wildlife

LOCALLY ADMINISTERED FEDERAL AID CONTRACT REQUIREMENTS

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

APPENDIX 12-1

CONSTRUCTION CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. By submission of this bid:

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

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

NON-COLLUSIVE BIDDING CERTIFICATION (2 CFR 1200)

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

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

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency,

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years,

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

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

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

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

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

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

NEW YORK STATE OFFICE OF THE INSPECTOR GENERAL HOTLINE

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

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

GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION

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

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

(45 FR 65976 – 10/3/1980)

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

(43 FR 14888 – 4/7/1978)

GOAL FOR PARTICIPATION OF WOMEN

The goal for the participation of women is 6.9%.

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

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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

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

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

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

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

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

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

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

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

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

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

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

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

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

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

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

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

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

to determine any evidence of discriminatory wage practices.

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required:

DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.
c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

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

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

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

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

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

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

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

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

(2) A contracting agency for its reprocurement 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 journeyworkers 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 reprocurement 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.

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

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, national origin, and/or 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 May 1, 2025 including any addendums.

SPECIAL SPECIFICATIONS

Item Number	Description
502.90010018	Clean and Fill Cracks and Joints in Portland Cement Concrete (PCC) Pavement
511.M0000018	Partial-Depth Repair Of Portland Cement Concrete Pavement-Concrete Repair Material- High Early Strength
567.51000016	Sealing Existing Bridge Deck Joints
641.510XYX16	Maintenance Cleaning and Washing of Bridges

ITEM 502.90010018 - CLEAN AND FILL CRACKS AND JOINTS IN PORTLAND CEMENT CONCRETE (PCC) PAVEMENT, ASTM D 6690 TYPE IV

DESCRIPTION. Clean and fill the following cracks and joints that are 1/4 - 1 inch wide at the locations indicated in the contract documents:

- New transverse contraction joints within full depth repairs.
- Existing transverse and longitudinal joints outside new full depth repairs.
- Existing cracks.

Do not clean and fill:

- Transverse and longitudinal joints that define new full depth repair boundaries.
- New longitudinal joints within full depth repairs.

MATERIALS.

Highway Joint Sealants (ASTM D 6690 Type IV) 705-02
Backer Rods ..... ASTM D5249 (Type 1)

In addition to meeting the requirement of ASTM D5249 (Type 1), backer rods must have a diameter at least 25% wider than the location of the crack it is placed into.

The Department may perform supplementary sampling and testing of the sealant. Deliver sealant in the Manufacturer's original sealed container legibly marked with the:

- Manufacturer's name.
- Trade name of the sealant.
- Manufacturer's batch or lot number.
- ASTM D 6690, Type IV.
- Minimum application temperature.
- Maximum (or Safe) heating temperature.

CONSTRUCTION DETAILS. If diamond grinding is included in the contract documents, prepare the joints and cracks, diamond grind the pavement, then clean and fill the joints and cracks.

Prepare New Transverse Contraction Joints Within Full Depth Repairs. Widen the joint to 1/4 – 3/8 inch for a depth of 1 inch if the first stage saw cut is less than ¼ inch wide. Use diamond blade saws equipped with cutting guides, blade guards, water cooling systems, dust controls, and cut depth control. Immediately wash the slurry from the pavement such that it does not re-enter the joint. Do not place backer rod in these joints.

Prepare Existing Transverse and Longitudinal Joints. Use a 1/8 – 1/4 inch wide, 1 5/8 inches deep saw cut to dislodge debris and existing sealant or filler from the joint without damaging the joint faces. Follow the saw cut with a compressed air blast to remove the dislodged debris to the bottom of the existing joint sealant reservoir or to a depth of 3 inches if there is no existing reservoir. Install a trap or other device on the compressed air equipment to prevent oil from contaminating the joint surfaces. Supplement the air blast with mechanical removal, such as a screwdriver, if it is not sufficient to remove the debris. Do not damage the joint faces. Immediately wash or sweep the dislodged debris from the pavement such that it does not re-enter the joint. Do not place backer rod in these joints.

Prepare Existing Cracks. Remove all debris from existing cracks as deep as possible using a compressed air blast supplemented with mechanical removal. Install a trap or other device on the compressed air

equipment to prevent oil from contaminating the crack surfaces. Immediately wash or sweep the dislodged debris from the pavement such that it does not re-enter the joint. Backer rod may be placed after cleaning provided it is at least 25 % wider than the crack everywhere along the crack and is placed 2 inches beneath the pavement surface.

Cleaning. Clean the joints and cracks by abrasive blasting before filling. Do not allow any traffic on the pavement between cleaning and filling. Reclean if it rains between cleaning and filling.

Sealant Melting. Provide the Engineer a copy of the sealant Manufacturer's recommendations for heating and application at least 24 business hours before filling. Follow those recommendations for heating and application. Unless stated otherwise, the recommended pouring temperature is 10ºF below the Manufacturer's designated safe heating temperature, with an allowable variation of ± 10ºF. Heat the sealant in a melter constructed either:

- As a double boiler with the space between inner and outer shells filled with a heat-transfer medium.
- With internal tubes or coils carrying the sealant through a heated oil bath and into a heated double wall hopper.

Do not use direct heating. Use a melter capable of maintaining the pouring temperature that is equipped with:

- Positive temperature controls.
- Mechanical agitation or a re-circulation pump capable of providing homogeneous sealant.
- Separate thermometers indicating the temperatures of the heat transfer medium and the sealant in the hopper. Do not place any sealant if the thermometers are defective or missing.

Prior to any sealing, measure the sealant temperature at discharge from the applicator wand. The temperature must be equal to or above the Manufacturer's recommended minimum pouring temperature and equal to or below the Manufacturer's recommended safe heating temperature. Discharge sealant into a vessel and measure the sealant temperature in the presence of the Engineer or the Engineer's representative. Provide 2 thermometers each having an 18 inches stem. Alternate methods to measure the sealant discharge temperature are subject to the Engineer's approval.

Use a discharge hose equipped with a thermostatically controlled heating apparatus or sufficiently insulated to maintain the proper sealant pouring temperature.

Do not use sealant heated beyond the safe heating temperature. Sealant may be reheated or heated in excess of six hours if allowed by the Manufacturer's heating and application recommendations. In these cases, recharge the melter with fresh sealant amounting to at least 20 % of the sealant volume remaining in the melter.

Filling. Fill within 8 hours of cleaning. Fill the joint or crack to within ¼ - ⅜ inch of the pavement surface. Fill when the:

- Air and surface temperatures are 40ºF or warmer.
- Air temperature is above the dew point.
- Pavement surface and vertical joint\crack surfaces are dry.

Open to traffic after the sealant has cured to prevent tracking. A water mist may be used to accelerate curing. Do not blot with fine aggregate.

ITEM 502.90010018 - CLEAN AND FILL CRACKS AND JOINTS IN PORTLAND CEMENT CONCRETE (PCC) PAVEMENT, ASTM D 6690 TYPE IV

METHOD OF MEASUREMENT. The work will be measured for payment as the number of feet of joints/cracks satisfactorily filled.

BASIS OF PAYMENT. Include the cost of all labor, material, and equipment necessary to satisfactorily perform the work in the unit price bid for Clean and Fill Cracks and Joints in Portland Cement Concrete (PCC) Pavement, ASTM D 6690, Type IV.

511.M0000018 – Partial Depth Repair of Portland Cement Concrete (PCC) Pavement

DESCRIPTION

This work shall consist of performing a partial-depth repair of an existing Portland Cement Concrete (PCC) pavement using the materials specified by the contract documents.

MATERIALS

Concrete Repair Material..... .... …….701-04
Concrete Repair Material – Rapid Hardening..... .... …..701-09
Concrete Repair Material- High Early Strength .... …..701-12
Coarse Aggregate..... 703-02
Premolded Resilient Joint Filler..... .... ……..705-07
Portland Cement Mortar Bonding Grout .... …..705-22
Water .... …… …..712-01
Epoxy Resin System.... .... ……721-01
Rapid Hardening Polymer Concrete..... .... …721-20

Provide the Engineer with the Manufacturer's written documentation for the repair product to be used at least 7 days prior to beginning work. This information shall include Safety Data Sheets and written instructions for:

- Weather and temperature limitations
- Bonding agents if applicable and preparation required to ensure adequate bonding. Include the name, application instructions and set times prior to the application of the repair material for any required bonding agent.
- Mixing.
- Placement, including any special repair preparation near pavement joints, and any limitations on lift thickness.
- Finishing, curing, and opening to traffic.

Follow the Manufacturer's instructions when performing Partial Depth Pavement Repairs. Extend repair materials with Department approved Coarse Aggregate having a Nominal Maximum Aggregate Size (as defined in ASTM C125) of ½ inch. Extension aggregates shall contain no moisture at the time of mixing. For Concrete and Rapid Hardening Concrete Repair Materials, use a maximum aggregate extension rate of 60% of the dry, prepackaged weight of the repair material. This may be increased to a maximum extension rate of 75% for Rapid Hardening Polymer Concrete.

High-Early Strength (HES) Concrete. Provide HES Concrete meeting the requirements of 502-2.02 except as modified herein:

- Use a maximum sized aggregate in the HES Concrete that does not exceed one-third the thickness of the placement.
- The producer may produce a 1.0 yd^3 minimum trial batch rather than a 4.0 yd^3 minimum trial batch when the mix will only be used for partial depth repairs.

Epoxy Resin System. Use an epoxy resin system from a stock lot accepted by the Materials Bureau. Provide the Engineer the Manufacturer's written instructions for aggregate extension rates and type, substrate preparation, mixing, bonding, placing, and curing the material. Follow the Manufacturer's instructions, including all aspects of the Manufacturer's Safety Data Sheets when handling epoxy resin system. Extension aggregates must contain no moisture at the time of mixing.

511.M0000018 – Partial Depth Repair of Portland Cement Concrete (PCC) Pavement

CONSTRUCTION DETAILS

Meet with the Engineer 7 to 14 days before the planned start of removal to coordinate all aspects of removal, preparation and material placement including mixing, transport, and discharge, material requirements and testing, and personnel requirements. Perform all operations within the allowable work zone closure time frame included in the contract documents, if any.

Epoxy resin systems typically do not require sawing the repair boundary or removing concrete. This material is used at very small, shallow repairs with sound underlying concrete. An epoxy resin system is the only repair material that can be feathered to meet concrete to remain in place.

Equipment: Provide the Engineer with an equipment list and specifications at least 7 days prior to the planned start of repairs. Bring all equipment needed to saw cut, remove, place, consolidate, finish, texture, and cure Partial Depth Repairs to the job site a minimum of 1 full workday before its use to allow examination by the Engineer. Repair or replace any equipment found to be defective before or during its use. Discontinue any operation if unsatisfactory results are being obtained. Use of equipment other than described below is subject to the approval of the Director, Materials Bureau.

A. Coring Equipment. Use trailer or truck mounted core rigs with diamond impregnated bits capable of coring 4 inches into the pavement. Use a core rig shaft capable of moving in multiple directions to readily position the bit over the removal area. Use a bit of sufficient diameter to remove the entire repair area to sound concrete. Maintain equipment and supplies to ensure uninterrupted operation. Supply a template equal in diameter to the bit outer diameter to mark removal areas prior to coring. Supply a steel sleeve having an outer diameter equal to the core bit outer diameter that is inserted into the core to protect the surrounding pavement during Concrete Removal described below.

B. Saw Cutting Equipment. Use diamond blade saws capable of making straight, 4 inch deep, saw cuts. Use saws equipped with cutting guides, blade guards, water cooling systems, dust control, and cut depth control. Maintain equipment and supplies to ensure uninterrupted operation.

C. Chipping Hammers. Use chipping hammers weighing no more than 30 pounds (including bit and muffler) equipped with sharp spade bits. Provide the Engineer hammer specifications from the Manufacturer before sawing or coring. Use a maximum air pressure of 100 PSI (measured at the compressor) to power the hammer. Supply an air pressure gauge at the compressor that allows the Engineer to easily monitor air pressure. Maintain equipment and supplies to ensure uninterrupted operation. The Engineer may halt operations if concrete to remain in place is damaged by the hammers.

D. Milling Machines. Use a milling machine with a 12 inch (minimum) wide milling head and equipped with a mechanism that maintains the milling operation at a preset depth.

E. Vibrators. Use hand-held vibrators having a maximum diameter of 1 inch and capable of operating through a frequency range of 6000 - 9000 vibrations per minute.

Weather Limitations.

A. *Rain.* Do not perform repairs when rain is expected. Securely cover any repair area exposed to rain that has not reached initial set or will be visibly affected by the rain.

B. *Cold Weather* Place repair materials when the air temperature is 40°F and rising, or warmer and the surface temperature of the area to be repaired is 40°F or warmer. Cure times may increase with temperatures below 55°F. Refer to the product manufacturer's instructions for additional precautions when working in cold weather.

Determine Repair Boundary Sound the area surrounding the repair with a 2-3 pound hammer to identify delaminated areas and include them within the repair boundary. Extend repair areas 3-6 inches beyond the visible deterioration or delamination's, whichever is larger. Removal of snowplowable markers, when specified in a contract, and small repairs which can be completely removed through coring (generally less than 18" in diameter) should be repaired through the coring method. All other repairs should be performed with the sawcut method.

A. *Sawcut Method* Keep repair areas square or rectangular for sawcut repairs. Avoid irregular repair shapes. Mark the repair boundary outline on the pavement. Combine repair areas within 12 inches of each other into one repair.

B. *Coring Method* Determine the repair boundary by placing the template described above in "Coring Equipment" over the repair area. Position the template such that the repair boundary extends completely into sound concrete. If a joint or crack crosses the repair boundary, position the template such that the joint or crack crosses through the middle 1/3 of the repair boundary. If the template cannot be positioned such that the repair extends completely to sound concrete or the crack or joint cannot be accommodated in the middle 1/3 of the repair, the repair shall be made through saw cutting.

Cutting Repair Boundary. Do not saw cut or core until the Engineer approves the repair boundary. Saw cut or core the repair boundaries 2 – 4 inches deep. Cut at right angles to the pavement joints and the pavement surface. Over cut intersecting saw cuts such that the entire repair area is cut to the same depth.

Concrete Removal. Use chipping hammers or a combination of chipping hammers and milling machines to remove concrete within the saw cuts. For cored areas, use the steel sleeve described above in Coring Equipment and a chipping hammer to remove concrete within the core. Remove concrete, asphalt patching materials, and any wire mesh encountered during removal, such that the repair bottom is at a uniform depth of at least 2 inches, and sound concrete is exposed along all faces. Do not operate milling machines within 1 inch of the saw cuts. Use chipping hammers in these locations to establish the proper repair depth. Discontinue removal if:

- Pavement joint hardware is encountered.
- The required repair depth exceeds ½ the pavement thickness.
- The PCC surrounding or below the removal area is unsound.

In this instance the repair will be converted to a full-depth repair, as directed by the Engineer.

Clean the Repair. As close to repair material placement as possible, thoroughly abrasive blast all concrete surfaces that will be in contact with the repair material such that they are uniformly abraded and free of any dirt, laitance, oil, or other material that may prevent bond. Immediately before placement, air blast the repair to remove any remaining debris and moisture. The Engineer will check the: air stream with a

clean, white cloth to ensure no oil or contaminants are in the air blast and the repair surfaces for dust by wiping the repair faces with a dark cloth or glove.
Re-clean the repair if dust is found on the surfaces.
Some repair materials require a completely dry substrate to properly bond. Consult the Manufacturer's instructions and completely dry the substrate, if required, before placing the repair material.

Joint or Crack Preparation Fill joints or cracks that abut or cross the repair with a commercial caulk such that no repair material enters the joint or crack. Align premolded resilient joint filler or commercial waxed corrugated cardboard with joints or cracks that abut or cross the repair area such that the insert extends 1 inch into the existing joint or crack and 3 inches beyond the repair boundaries. Use an insert of the same thickness as the joint or crack width, +1/8 inch. Place inserts into the caulk before it sets such that no repair material enters the joint or crack. Leave the filler in place after the repair is complete.

Apply Bonding Agent. Use Portland Cement Mortar Bonding Grout if the repair material is HES concrete. Mix the grout in small quantities to ensure freshly mixed grout is routinely placed. Mix the grout to a consistency that can be applied to the prepared surfaces without running or puddling. Evenly apply a thin coat of grout with a stiff bristle brush or broom to all surfaces receiving the repair material such that all cavities are coated. Slightly overlap the surrounding pavement surfaces. Do not apply bonding agent to the joint filler.

Follow the Manufacturer's instructions regarding the type and application of bonding agent, including water. If water is used, blow excess from the repair such that no standing water remains.
Place the bonding agent such that all surfaces, including the bottom and sides of the repair are adequately coated.

Placement (HES Concrete). Use wheelbarrows, buggies, or other transporting vehicles to bring the repair material to the prepared area. Use shovels for very small patches. Place HES concrete before the bonding grout dries. Consolidate cementitious material with a hand-held vibrator.

Placement (All Other Materials). Refer to the Manufacturer's instructions for batching and placement instructions.

Finishing. Finish repairs flush with the surrounding pavement (±1/8 inch). Keep hand finishing to a minimum. Hand trowel from the center of the patch outward toward the edges. Force repair material into the intersecting over cuts. Waste any material that has undergone initial set prior to finishing. Do not add any additional water to the repair surface.

Curing. Immediately after finishing, thoroughly coat HES concrete with curing compound at a minimum rate of 80 FT^2/Gal. Cure other repair materials in accordance with the Manufacturer's instructions.

Opening to Traffic. Open HES concrete in accordance with §502-3.16 *Opening to Traffic*. Open other repair materials as follows:

511.M0000018 – Partial Depth Repair of Portland Cement Concrete (PCC) Pavement

Material	Time to Opening
Concrete Repair Material (§701-04)	24 hours after placement
Concrete Repair Material – Rapid Hardening (§701-09)	3 hours after placement
Concrete Repair Material – High Early Strength (§701-12)	3 hours after placement
Rapid Hardening Polymer Concrete (§721-20)	3 hours after placement
Epoxy Resin System (§721-01)	See Manufacturer's Instructions

Damaged and Defective Repairs. Remove and replace repairs exhibiting any of the following:

A. Visible Cracking
B. Shrinkage, including the breaking of the bond between patch and pavement
C. Pop-outs

Diamond Grinding. When §505 diamond grinding items are specified, provide sufficient time for repairs to cure prior to grinding in accordance with the Manufacturer's instructions.

METHOD OF MEASUREMENT The work will be measured for placement as the number of square feet of partial-depth repairs satisfactorily placed, measured to the nearest 0.1 feet^2, based on the Engineer approved repair areas marked on the pavement prior to repair.

BASIS OF PAYMENT Include the cost of all labor, material, and equipment necessary to satisfactorily perform the work in the unit price bid for Partial-Depth Repair of Portland Cement Concrete Pavement. Thirty-three (33%) of the unit price bid will be paid if the Engineer changes the required repair after removal to a full-depth repair. No additional payment will be made for extra work required to repair damage to the adjacent pavement that occurred during any operation or for removal and replacement of damaged or defective repairs.

Payment will be made under:

Item No.	**Item**	**Pay Unit**
511.M0000018	Partial-Depth Repair of Portland Cement Concrete Pavement	Square Feet

M – Material

1-Concrete Repair Material

2-Rapid Hardening Concrete Repair Material

3-Rapid Hardening Polymer Concrete

4-Epoxy Resin System

6-Concrete Repair Material- High Early Strength

7- Class HES Concrete

ITEM 567.51000016 - SEALING EXISTING BRIDGE DECK JOINTS

DESCRIPTION

The work shall consist of furnishing and installing rapid cure silicone joint sealant at the locations indicated on the plans or as directed by the Engineer.

MATERIALS

Silicone and backer rod supplied for this work shall be one of the following or approved equal:

a) Dow Corning 902 RCS - as furnished by:

SSI Commercial & Highway Construction Materials
430 S Rockford Avenue
Tusla, OK 74120

b) Wabo Two Part Silicone Sealant - as furnished by:

Watson Bowman, Acme Corp.
95 Pineview Drive
Amherst, NY 14428

Two copies of materials details for the sealant shall be supplied to the Engineer at least ten days prior to the intended use of the product.

CONSTRUCTION DETAILS

1. General. The manufacturer's recommended practices shall be strictly adhered to.

2. Surface Preparation. The Contractor shall remove existing seals, (unless otherwise noted on the plans). The surfaces to receive the sealant shall be abrasive blast cleaned of all laitance, oil, grease, or any other material which may affect the bond between the silicone and its mating surface.

3. Placement. The seal shall be placed in position in a bridge joint recess as shown on the plans or as directed by the Engineer.

4. The completed joint shall be tested and corrected in accordance with Subsection 567-3.01H "Watertight Integrity Test" or as directed by the Engineer.

METHOD OF MEASUREMENT

Payment will be made as the number of feet of joint completely resealed, measured horizontally and vertically along the centerline of joint system between the outer limits as indicated on the contract plans.

BASIS OF PAYMENT

The unit price bid per feet shall include all labor, materials and equipment necessary to complete the work.

ITEM 641.510XYZ16 - MAINTENANCE CLEANING AND WASHING OF BRIDGES

DESCRIPTION

1.01 General. This work shall consist of cleaning bridges by removing and disposing of trash and debris from the bridge, washing the deck, exposed concrete, asphalt, and steel bridge surfaces, and cleaning the drainage system and other drainage ways in accordance with the Contract Documents and as directed by the Engineer.

1.02 Scope. The cleaning and washing of bridges is divided into pay items based on the bridge length, type of washing to be done on steel, if any, and the type of washing to be done on concrete.

1.03 Definitions.

Loose Paint Chips	Paint chips that are no longer adhered to bridge surface.
Flaking Paint Chips	Paint chips that are still partially adhered to bridge surface.
Patina	Iron oxide coating that forms on weathering steel over time under proper environmental conditions. Dark chocolate or purple when properly formed with a tightly adhered texture. Capable of withstanding hammering or vigorous wire brushing.
Loose Flakes	Coarse flakes of rust that do not tightly adhere to the weathering steel surface. Easily dislodged by a wire brushing. Early indication of a non-forming patina.
Delaminations	Larger sheets of rust that are separating from the weathering steel base metal. More severe indication of a non-forming patina.
Trash and Debris	Including, but not limited to, sand, soil, cinders, silt, dirt, mud, salt, glass, paper, rubber, metal, wood, loose paint chips, and loose pieces of concrete and asphalt and rock or stones.
Protected Migratory Birds	Includes all waterfowl, herons, hawks, owls, eagles, and songbirds. Excludes rock doves (pigeons), house sparrows, European starlings, and monk parakeets.
Migratory Bird Treaty Act of 1918 with amendments	Federal law that protects migratory birds and their nests, eggs, and feathers. Conviction of violating the act can result in a fine of $15,000, imprisonment for six months, or both.

MATERIALS

Water for pressure washing shall be clean, fresh water. Detergents or other agents shall not be used.

ITEM 641.510XYZ16 - MAINTENANCE CLEANING AND WASHING OF BRIDGES

CONSTRUCTION DETAILS

3.01 General. Prior to commencing work, the Contractor shall provide the Engineer with a bridge by bridge schedule of the work in accordance with §108-01 and a work plan including work zone traffic control procedures, equipment proposed for use, identification of water source(s) that will be used, and identification of the disposal facility(s) that will be used.

All structures or bridge drainage systems over water courses shall be washed during the periods indicated in the contract documents. The following shall apply:

- Washing shall occur only when adequate flow in the stream exists to dilute possible contaminants.
- Operations shall be sequenced to clean structures over small bodies of water or small streams in the spring of the year when flows are greatest.
- Bridges over trout spawning streams, categorized by DEC as Ct or Ct(s), or located at DEC yearling trout stocking sites shall be washed during time periods acceptable to the appropriate regional DEC office.
- Washing, whether during a scheduled period or not, shall be stopped if stream flow drops below normal.

Washing shall be performed when ambient temperatures are 40 °F or higher, and when ambient temperatures are forecasted to be 40 °F or higher until the bridge dries.

Unless otherwise indicated below, all bridge surfaces shall be cleaned, including but not limited to bridge decks, sidewalks, curbs, approach slabs and shoulders, wing walls, backwalls, bridge seats, railings, parapets, bridge bearings, piers and pier caps, columns, drainage features, structural steel, light standards, signs, concrete paving block, concrete beams and other surfaces.

Limited paved drainage ways and gutters off-structure shall be cleaned of debris that, if permitted to remain, would direct runoff back onto the structure or into its drainage ways including those that may exist underneath the structure. The extent of such removal shall be less than 100 feet but it is intended that they be only the minimum necessary to ensure that runoff is not directed back onto the structure being cleaned or its drainage ways.

Block paving and paved surfaces other than asphalt paving between adjacent or parallel bridges shall be cleaned. Such cleaning shall be limited to narrow areas less than 25 feet in width.

3.02 Environmental Protection.

3.02 A. Waste. All sand, dirt, cinders, and other trash and debris collected from the bridge shall be disposed of at a suitable off-site disposal facility in accordance with the provisions of §107-10 *Managing Surplus Material & Waste*.

3.02 B. Water. The Contractor shall either withdraw water from local on-site sources or use water from a municipal source for bridge washing. If water is to be drawn from a local on-site water

source, to protect aquatic life, there may not be any loss of water elevation at the site of withdrawal or immediately downstream of the site. Water withdrawal shall be accomplished with use of an inlet screen, with a screen size not to exceed $^1/_4$" square. To prevent the unintentional spread of invasive species, wash water withdrawn from a local on-site water source may not be transported to be used at another bridge site in a different watershed. If water is withdrawn from an onsite source, cleaning and sanitizing of equipment shall be conducted prior to leaving that watershed. All small equipment (pumps, hoses, barriers, floating booms, shovels, rakes, jumping jacks, plate tampers, boots, buckets, industrial vacuums, etc.) and large equipment (backhoes, excavators, trucks, tankers, rollers, trailers, etc.) that comes into direct contact with water withdrawn from a local on-site water source must be cleaned (internally and externally) by soaking, dipping in, or scrubbing with a chlorine solution, and/or hot water or steam cleaned and allowed to dry before the next use. The Contractor shall discharge wash water near an original body of water in accordance with the provisions of §107-12 *Water Quality Protection*. Otherwise, wash water will be collected in suitable containers and disinfected prior to final disposal.

3.02 C. Birds and Bats. All nests of protected migratory birds on bridges are presumed to be active and occupied between April 15 and August 15. The areas within 3 feet laterally of the nest shall not be cleaned or washed; washing shall start at the 3 feet line and progress away from the nest.

Before April 15 and after August 15, nests of protected migratory birds on bridges will most likely be inactive and unoccupied. If confirmed to be unoccupied, the nests shall be removed as part of the cleaning operation.

The areas within 3 feet laterally of a bat nest shall not be cleaned or washed; washing shall start at the 3 feet line and progress away from the nest.

Nests of unprotected species shall be removed as part of the cleaning operations. Pigeons should be treated as humanely as possible. In socially and environmentally sensitive situations removal of young from the nest for raising by a wildlife rehabilitator should be considered.

3.03 Preparation. Prior to any other cleaning work, the Contractor shall inspect and confirm that the bridge drainage system is not blocked by unremovable debris by rodding with a sewer rod or similar tool. A blocked drainage system is one from which debris cannot be removed using the means specified in Section 3.05 below. If the drainage system is blocked prior to performing other cleaning work, then clearing, dismantling and reinstallation of the drainage system will be extra work. If the Contractor does not inspect the bridge drainage system and notify the Engineer prior to beginning work, any blocked drains will be considered the result of the Contractor's operations, and all clearing and cleaning of the drainage system shall be performed as part of the work.

3.04 Cleaning. All loose trash and debris shall be collected by sweeping, shoveling, vacuuming and other suitable methods. Equipment for collecting trash and other debris from bridge decks shall be determined by the Contractor, subject to the approval of the Engineer, and will normally consist of, but not be limited to, industrial vacuums, brushes, brooms, and shovels. Plastic shovels shall be used if other shovels would damage coated surfaces. The contractor shall not cause or allow trash and/or debris from the bridge to be deposited into a wetland, stream, other water body,

bridge drainage system, or active traffic lanes during the cleaning of the bridge.

After cleaning of the scuppers, downspouts, and troughs has been completed and the system allows the unimpeded flow of water, the cleaned system will be inspected by the Engineer. If flow is still impeded because of the presence of dirt or other removable matter or objects in the system, the Contractor shall reclean the system, including dismantling and reinstallation, at no additional cost to the State.

3.05 Washing. When trash and debris collection from the bridge is complete, the Contractor shall wash all bridge surfaces, including the underside of the bridge, with clean, fresh water. The washing shall remove all visible dirt, salt, animal waste, human waste, and similar debris.

If the required water pressure and flow rate damages the paint or other coatings on the bridge or undercuts the grout or harms the masonry plates beneath the bearings, then the Contractor shall reduce either or both to a level that stops the damage. When washing stream and wetland bridges, the flow rate of the water used shall be the minimum necessary to properly clean the surfaces.

Any dislodged material resting on the top of girder flanges shall be washed off. Flakes and delaminations shall be washed off metal surfaces.

Scuppers, troughs, and downspouts to the first cleanout above ground level or to their outlet if above ground shall be cleaned by using high pressure water, vacuum, or other techniques that produce satisfactory results. Debris from the cleaning operations shall not be deposited in, or around the structure, highway roadway slopes, drainage systems or streams. It shall be disposed of at a suitable off-site disposal facility.

When concrete paving block is cleaned and washed, the removal of weeds between the blocks will not be required under this item.

Work shall be conducted in such a manner so as not to damage or remove existing epoxy protective coatings or any other protective coating on the bridge.

The cleaned bridge surfaces shall be free of trash and debris and the drainage system free running except those systems that were damaged prior to any cleaning work on the bridge.

Drainage of wash water shall be controlled to avoid causing a hazard to traffic or causing erosion of adjacent ground or drainage ways. Under no circumstances shall wash water be discharged directly into active traffic lanes.

3.05 A. **Power Washing.** The Contractor shall power wash using a centrifugal water pump or comparable pump capable of delivering 100 gallons per minute (minimum) unrestrained flow coupled to a $1^1/_2$" hose. The angle to the surface being washed should be no more than 30 degrees and the distance from the surface should be no more than 15 feet.

On painted steel bridges with intact paint, the Contractor may substitute Pressure Washing for Power Washing when the concrete elements of the structure are being cleaned with Pressure

Washing.

3.05 B. **Pressure Washing.** The Contractor shall pressure wash all concrete surfaces of the structure using water pressure between 1,750 psi and 2,000 psi at a minimum flow rate of 3.5 gallons per minute. The pressure washing is intended to clean the surface and not to remove concrete or paint. The wand shall be held no further than 24 inches from the surface. While cleaning, the wand shall be within 45 degrees from perpendicular to the surface being cleaned, both vertically and horizontally. Greater wand angles are permitted for flushing debris from horizontal surfaces.

3.05 C. **High Pressure Washing.** The Contractor shall high pressure wash using water pressure of between 4,750 psi and 5,000 psi at a minimum flow rate of 5 gallons per minute. The wand shall be held between 6 inches and 12 inches from the surface. While cleaning, the wand shall be within 30 degrees from perpendicular to the surface being cleaned, both vertically and horizontally. Greater wand angles are permitted for flushing debris from horizontal surfaces.

METHOD OF MEASUREMENT

The quantity to be measured for payment will be on an each bridge basis.

BASIS OF PAYMENT

The unit price bid shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete work including the cost of cleaning the drainage system; collecting, removing and disposing of trash and debris including that off structure but necessary to prevent backup of runoff onto the structure or its drainage ways, and repair of any damage caused by the Contractor.

Payment will be made under:

Item No.	Item	Pay Unit
641.510xyz16	Maintenance Cleaning and Washing of Bridges	Each

Note: xyz denotes a serialized pay item.

x	Length of Bridge	y	Concrete Wash	z	Steel Wash
1	Under 500 feet	0	No Wash	0	No Wash
2	500 to 1500 feet	1	Power Wash	1	Power Wash
3	Over 1500 feet	2	Pressure Wash	3	High Pressure Wash

AGGREGATE SOURCES

AGGREGATE SOURCES

NYSDOT's Material Supplier Viewer contains the NYSDOT-Approved Sources of Aggregate for asphalt. Approved Sources can be viewed on the interactive map and/or exported as a table. The Material Supplier Viewer is the authoritative source of aggregate approval status, includes any use restrictions, and replaces the former publication of the tabular list. The information is compiled by the Materials Bureau, Engineering Geology Section. The viewer is updated nightly.

The Materials Supplier Viewer can be found at the following location:
https://gisportalny.dot.ny.gov/portalny/apps/webappviewer/index.html?id=4c02ef6c95fd481daf82d37306832a25

Or from the Main NYSDOT website landing page, choose "A-Z Index" and select "Aggregates".

WAGE RATES

PREVAILING WAGE RATES

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

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

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

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

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

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

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

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

PICC-1
County of Erie County
Office of the Comptroller

Public Improvement Contract Certification

Subcontractor Certification

1. I am an officer of _____ a subcontractor of public contract No. _____ and I am duly authorized to make this affidavit on behalf of the firm.

2. I make this affidavit in order to comply with the provisions of Section 220-a of the New York State Labor Law.

3. On _____ we received from _____ the prime contractor a copy of the initial/revised schedule of wages and supplements.

   Prevailing Rate Schedule Case Number _____ (PRC) specified in the public improvement contract.

4. I have reviewed such schedule(s), and agree to pay the applicable prevailing wages and to pay or provide the supplements specified therein.

_____
Signature

_____
Print Name

_____
Title

ACKNOWLEDGEMENT:

STATE OF NEW YORK
COUNTY OF _____:SS.:

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

_____
Notary Public

_____
County

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

PICC-2

County of Erie
Office of the Comptroller

Project Improvement Contract Certification

Prime Contractor Certification

1. I am an officer of _____ and am duly authorized to make this affidavit on behalf of the prime contractor on public contract No. ___ _____.

2. I fully comprehend the terms and provisions of Section 220-a of the New York State Labor Law.

3. Except as herein stated, there are no amounts due and owing to or on behalf of laborers employed on the project by the contractor. (Set forth any unpaid wages and supplements; if none, so state).

Name	Amount

4. The contractor hereby files every verified statement required to be obtained by the contractor from the subcontractor(s).

5. Upon information and belief, except as stated herein, all laborers (exclusive of executive or supervisory employees) employed on this project have been paid the prevailing wages and supplements for their services through _____(if more than one subcontractor, list name and date separately), the last day worked on the project by their subcontractor(s). (Set forth any unpaid wages and supplements; if none, so state and utilize clause 6).

Name	Amount

6. The contractor has no knowledge of amounts owing to or on behalf of any laborers of its subcontractor(s).

7. Pursuant to Section 223 of the New York State Labor Law, the contractor shall be responsible if the State Commissioner of Labor determines that wages and/or supplements were not paid or provided to employees of its subcontractor(s) in accordance with the appropriate schedule.

I have read the foregoing statements and any schedules attached hereto and know the contents thereof, and I hereby verify that the same is true of my own knowledge, except that the statement with respect to wages and supplements owing by subcontractors is certified upon information and belief.

_____
Signature

_____
Print Name

_____
Title

ACKNOWLEDGEMENT:

STATE OF NEW YORK
COUNTY OF _____:SS.:

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

_____
Notary Public

_____
County

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

NEW YORK STATE

PREVAILING WAGE RATES

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Erie County DPW

Jon Selig
2200 Main Place Tower
Buffalo NY 14202

Schedule Year	2024 through 2025
Date Requested	04/24/2025
PRC#	2025004935

Location	Various Erie County Bridges
Project ID#	5764.16
Project Type	Washing of Approx. 200 Bridges throughout County, Sealing & Repairs of 22 bridges throughout County

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 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 12240

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

Both the PW 16 and PW 200 forms are available for completion online.

Hours

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

Wages and Supplements

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

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

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

Jon Selig
2200 Main Place Tower
Buffalo NY 14202

Schedule Year 2024 through 2025
Date Requested 04/24/2025
PRC# 2025004935

Location Various Erie County Bridges
Project ID# 5764.16
Project Type Washing of Approx. 200 Bridges throughout County, Sealing & Repairs of 22 bridges throughout County

Notice of Contract Award

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

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

Contractor Information
All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

_____

City: _____ State: _____ Zip: _____

Amount of Contract: $_____

Approximate Starting Date: ____/____/____

Approximate Completion Date: ____/____/____

Contract Type:
[ ] (01) General Construction
[ ] (02) Heating/Ventilation
[ ] (03) Electrical
[ ] (04) Plumbing
[ ] (05) Other : _____

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

Social Security Numbers on Certified Payrolls:

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

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

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

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, https://dol.ny.gov/public-work-and-prevailing-wage
If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

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

Effective June 23, 2020

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

(12.20)

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

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1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

NEW YORK STATE OF OPPORTUNITY. Department of Labor

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)

WE ARE YOUR DOL

New York State Department of Labor
Bureau of Public Work

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: _____

PW 101 (08/23)

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 of 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 requirement s 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 that 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 — 04/01/2025

JOB DESCRIPTION Boilermaker **DISTRICT** 12

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

WAGES
Per hour: 07/01/2024

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 — 04/01/2025

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 — 04/01/2025

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

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

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

WAGES
Wages per hour: 07/01/2024

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. Whan 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 — 04/01/2025

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 04/01/2025

JOB DESCRIPTION Electrician **DISTRICT** 3

ENTIRE COUNTIES
Erie

PARTIAL COUNTIES
Cattaraugus: Only the Townships of Ashford, East Otto, Ellicottville, Farmersville, Freedom, Franklinville, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire.
Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield,Pembroke and that portion of the Towns of Batavia and Elba that are west of Little Tonawanda Creek; Tonawanda Creek; the City limits of Batavia (in effect prior to Feb. 1, 1970) and State Highway 98 north of the City of Batavia, then north on Highway 98 to the Orleans County line.
Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle, Java, Orangeville, Sheldon and Wethersfield.

WAGES

Per hour:	07/01/2024
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	1000 to 2000	2000 to 3500	3500 to 5000	5000 to 6500	6500 to 8200
$ 15.30*	$ 16.55	$ 18.65	$ 22.80	$ 29.00	$ 33.15

* $ 15.50 after 12/31/2024

Supplemental benefits per hour:

0 to 2000	2000 to 6500	6500 to 8200
$ 14.55*	$ 25.59*	$ 32.37*

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

3-41

Elevator Constructor — 04/01/2025

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 — 04/01/2025

JOB DESCRIPTION Glazier **DISTRICT** 3

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

WAGES

Per hour:	07/01/2024
Glazier	$ 31.68
Working off Suspended Scaffold (Swing Stage)	33.68
Maintenance	20.20*

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

SUPPLEMENTAL BENEFITS

Per hour:	
Journeymen Glazier	$ 27.89
Maintenance	17.86

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

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

REGISTERED APPRENTICES
Wages per hour:

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

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

Supplemental benefits per hour:

1st & 2nd terms	$ 8.60
3rd & 4th terms	11.10
5th & 6th terms	12.60
7th & 8th terms	14.10

3-660

Insulator - Heat & Frost — 04/01/2025

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 3

ENTIRE COUNTIES
Allegany, Cattaraugus, Chautauqua, Erie, Niagara, Wyoming

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

WAGES

Per Hour:	07/01/2024	05/01/2025 Additional
Heat & Frost Insulator	$ 36.85	$ 2.30

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 — 04/01/2025

JOB DESCRIPTION Ironworker **DISTRICT** 3

ENTIRE COUNTIES
Cattaraugus, Chautauqua

PARTIAL COUNTIES
Allegany: Entire county except the Towns of Birdsall, Burns and Grove.
Erie: All except the Town of Grand Island north of Whitehaven Road.
Genesee: Only the Townships of Alabama, Alexander, Darien and Pembroke
Steuben: Only the Townships of Canisteo, Freemont, Greenwood,Hartsville, Hornell, Hornellsville, Howard, Jasper, Troupsburg and West Union
Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle,Gainsville, Java, Orangeville, Pike, Sheldon, Warsaw and Wethersfield.

WAGES

Per hour:	07/01/2024
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 04/01/2025

JOB DESCRIPTION Ironworker **DISTRICT** 3

ENTIRE COUNTIES
Niagara

PARTIAL COUNTIES
Erie: Only that portion of the Township of Grand Island north of Whitehaven Road.
Orleans: Only the Townships of Ridgeway, Shelby and Yates.

WAGES
Per hour: 07/01/2024

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 — 04/01/2025

JOB DESCRIPTION Laborer - Building **DISTRICT** 3

ENTIRE COUNTIES
Erie

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

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

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

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

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

CLASS E: Asbestos Removal, Deleader.

CLASS F: Hazardous Waste Worker.

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

Per hour:	07/01/2024
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 04/01/2025

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 3

ENTIRE COUNTIES
Erie

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

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

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

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

Per hour:	07/01/2024
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 — 04/01/2025

JOB DESCRIPTION Laborer - Tunnel **DISTRICT** 3

ENTIRE COUNTIES
Erie

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

CLASS B: Air Spade, Jackhammer, Pavement Breaker.

CLASS C: Top Bell.

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

CLASS E: Powder Monkey.

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

CLASS G: Steel Erectors, Piledriver, Rigger.

Per hour:	07/01/2024
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 — 04/01/2025

JOB DESCRIPTION Lineman Electrician **DISTRICT** 6

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

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

Crane Operators: Operation of any type of crane on line projects.
Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on line projects.
Digging Machine Operator: All other digging equipment and augering on line projects.

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

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

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

Per hour:	07/01/2024
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 — 04/01/2025

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

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

WAGES
Per hour:

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

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

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2024	01/01/2025
Journeyworker	$ 5.70 *plus 3% of the hour wage paid	$ 5.70 *plus 3% of the hour wage paid

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

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting — 04/01/2025

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

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

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

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.
Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.
Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

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

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

Per hour:	07/01/2024
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 — 04/01/2025

JOB DESCRIPTION Lineman Electrician - Tree Trimmer **DISTRICT** 6

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

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

Per hour: 07/01/2024

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 — 04/01/2025

JOB DESCRIPTION Mason - Building **DISTRICT** 3

ENTIRE COUNTIES
Erie, Niagara

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

WAGES
Per hour:

	07/01/2024	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 04/01/2025

JOB DESCRIPTION Mason - Building **DISTRICT** 5

ENTIRE COUNTIES
Erie, Niagara

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

WAGES

Per Hour:	07/01/2024
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 04/01/2025

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

ENTIRE COUNTIES
Erie

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

WAGES

Per hour:	07/01/2024
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 — 04/01/2025

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 5

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

PARTIAL COUNTIES
Cattaraugus: Enitre 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 — 04/01/2025

JOB DESCRIPTION Mason - Tile Finisher **DISTRICT** 5

ENTIRE COUNTIES

Erie, Niagara, Orleans

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

WAGES

Per hour:	07/01/2024
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 — 04/01/2025

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 **04/01/2025**

JOB DESCRIPTION Millwright **DISTRICT** 6

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

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

Per hour:	07/01/2024	07/01/2025 Additional
Millwright - Power Generation	$ 45.00	$2.50*

* To be allocated at a later date.

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

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyworker	$ 27.95*

*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 **04/01/2025**

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 — 04/01/2025

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 — 04/01/2025

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, Revinius Widener, Steam Boilers (if manning or license by local law is required), Steam Cleaner (when used for cleaning equipment on the job site), Welding Machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

Operating Engineer- Building:

Per hour:	07/01/2024
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 — 04/01/2025

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 12

ENTIRE COUNTIES
Chautauqua, Erie, Niagara, Orleans

WAGES
Marine Construction/Dredging

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

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

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

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

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

Per hour:	07/01/2024
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 04/01/2025

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 12

ENTIRE COUNTIES
Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

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

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

CLASS B: Aggregate Bin, Aggregate Plant, Apprentice Engineer, Apprentice Engineer Driver, Articulated Off Road Material Hauler, CMI and similar type Concrete Spreads (Apprentice Engineer), Cement Bin, Chipping Machine and Chip Spreader, Compressors (4 or less), Compressors: any size, but subject to other provisions for Compressors, Dust Collectors, Generators, Mechanical Heaters, Pumps, Welding Machines (four of any type or combination), Concrete Mixer (1/2 cu. yd. and under), Fireman, Form Tamper, Fuel Truck, Heating Boiler (used for temporary heat), Helper on Lubrication Unit or Truck, Jeep Trencher, Power Heaterman, Power Plant in excess of 10 K.W., Pumps (4" or over), Revinius 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 — 04/01/2025

JOB DESCRIPTION Operating Engineer - Survey Crew **DISTRICT** 12

ENTIRE COUNTIES
Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

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

WAGES
These rates apply to Building, Heavy and Highway Construction.

Per hour:
SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who operates the surveying instruments.
Rod Person - One who holds the rods and assists the Instrument Person.

	07/01/2024
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 — 04/01/2025

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT** 12

ENTIRE COUNTIES
Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

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

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

Per hour:
SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who operates the surveying instruments.
Rod Person - One who holds the rods and assists the Instrument Person.

	07/01/2024
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 — 04/01/2025

JOB DESCRIPTION Painter **DISTRICT** 3

ENTIRE COUNTIES
Allegany, Erie, Genesee, Niagara, Orleans, Wyoming

PARTIAL COUNTIES
Cattaraugus: Entire County except the Townships of Conewango, Leon, Napoli, New Albion, Randolph and South Valley.
Chautauqua: Only the Townships of Awkright, Dunkirk, Hanover, Pomfret, Portland, Sheridan and Villenova.
Livingston: Only the Townships of North Dansville, Nunda, Ossian,Portage, Sparta, Spring Water and West Sparta.
Steuben: Only the Townships of Avoca, Canisteo, Cohocton, Dansville,Fremont, Greenwood, Hartsville, Hornellsville, Howard, Jasper, Prattsburg, Pulteney, Troupsburg, Tuscarora, Urbana, Wayland, Wayne, Woodhull, West Union, Wheeler, and the City of Hornell.

WAGES

Per hour:	07/01/2024	05/01/2025 Additional	05/01/2026 Additional
Basic Rate (Brush & Roll)	$ 31.37	$ 1.93	$ 1.93
Spray painting, wallcovering	31.37	1.93	1.93
Abrasive and hydroblasting	31.37	1.93	1.93
Taping/DryWall Finisher	32.86	2.13	2.13
Skeleton Steel*	32.12	1.93	1.93

* Skeleton Steel: No floors, walls or ceiling are constructed, including radio and television towers, flagpoles, smokestacks and cranes.

SUPPLEMENTAL BENEFITS
Per hour:

Basic Rate (Brush & Roll) Spray painting, wallcovering Abrasive and hydroblasting and Skeleton Steel	$ 28.21
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 — 04/01/2025

JOB DESCRIPTION Painter **DISTRICT** 3

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

WAGES

Per hour:	07/01/2024	05/01/2025 Additional	05/01/2026 Additional
Bridge	$ 43.81	$ 2.50	$ 2.50

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 — 04/01/2025

JOB DESCRIPTION Painter - Metal Polisher **DISTRICT** 8

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

WAGES

	07/01/2024
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 — 04/01/2025

JOB DESCRIPTION Plumber **DISTRICT** 3

ENTIRE COUNTIES
Cattaraugus, Chautauqua, Erie, Niagara, Wyoming

PARTIAL COUNTIES
Allegany: Only the Townships of Allen, Alma, Amity, Angelica, Belfast, Bolivar, Caneadea, Centerville, Clarksville, Cuba, Genesee, Friendship, Granger, Hume, New Hudson, Rushford, Wirt and that portion of Scio which lies west of Rt. 19.
Genesee: Only the Townships of Alabama, Alexander, Batavia, Darien, Elba, Oakfield, Pembroke and the City of Batavia.
Orleans: Only the Townships of Ridgeway, Shelby and Yates.

WAGES
Per hour: 07/01/2024

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 04/01/2025

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 04/01/2025

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 — 04/01/2025

JOB DESCRIPTION Sprinkler Fitter **DISTRICT** 1

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

WAGES
Per hour 07/01/2024

Sprinkler Fitter	$ 42.00

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 **04/01/2025**

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

ENTIRE COUNTIES
Erie, Niagara

PARTIAL COUNTIES
Genesee: Only in the Townships of Alabama, Darien and Pembroke.
Orleans: Only the Townships of Ridgeway, Shelby and Yates.
Wyoming: Only in the Townships of Arcade, Bennington, Java and Sheldon.

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

GROUP 2: 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 **04/01/2025**

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 04/01/2025

JOB DESCRIPTION Welder **DISTRICT** 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2024

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
(B3)	Time and one half of the hourly rate after 40 straight hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	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
- ☐ 1O 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

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

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 04/18/2025

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	DOL		AKHLAQ OULAKH		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO 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	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	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
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	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTION	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2281	CORRAO TRUCKING, INC.		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027

DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARWIN PEGUESE		6400 BALTIMORE NATIONAL SUITE 602CANTONSVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
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	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		GIOVANNI NAPOLITANO		2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	*****4760	GTX CONSTRUCTION ASSOCIATES, CORP		2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****2397	ISLAND BREEZE MARINE, INC.		6400 BALTIMORE NATIONAL CANTONSVILLE MD 21228	10/24/2024	10/24/2029
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026

DOL	DOL		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	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JOSEPH HALL		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL	*****2271	JOSEPH HALL COMPANIES LLC		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026

DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KEVIN FUNEZ URBINA A/K/A KEVIN FUNEZ		1009 LYNDALE AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****8760	KJ&J CONSTRUCTION, LLC		1009 LYNDALE AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****3716	LIGHTNIN ELECTRIC INC.		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAQSOOD AHMAD		618 OCEAN PKWY BROOKLYN NY 11230	09/17/2020	09/17/2025
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	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	DOL		NIKOLA NTONI		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029

DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
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		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL	*****4772	RWLOBDELL CONSTRUCTION LLC		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		SILVANO 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	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED MUHAMMAD S. JAFRI A/K/A SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029

NYSDOL Bureau of Public Work Debarment List 04/18/2025

Article 8

DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****2426	THE MATRUKH GROUP, INC.		4307 28TH AVE PO BOX 9082ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		THOMAS LOBDELL		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VINCENT CORRAO		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

DAVIS – BACON

WAGE RATES

"General Decision Number: NY20250008 03/28/2025

Superseded General Decision Number: NY20240008

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:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 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 2025.
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:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 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 2025.

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	01/03/2025
1	02/07/2025
2	02/28/2025
3	03/14/2025
4	03/28/2025

ASBE0004-001 05/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (include application of all materials, protective coverings, coatings, and finishings to all types of mechanical systems)	$ 36.85	29.24
HAZARDOUS MATERIAL HANDLER	$ 34.15	26.09

BOIL0007-001 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 39.35	33.18

BRNY0008-004 07/01/2023

CHATAUQUA COUNTY AND CATTARAUGUS COUNTY (EXCLUDING TWNSP OF PERRYSBURG)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 36.88	23.10

BRNY0045-001 07/01/2023

ERIE, CATTARAUGUS (Towns of Perrysburg & Gowanda)

	Rates	Fringes
Bricklayer, Stonemason	$ 36.82	31.33
Cement mason	$ 36.82	31.33
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 07/01/2024

CHAUTAUQUA; CATTARAUGUS (Remainder of County).

	Rates	Fringes
Carpenters:	$ 38.18	26.11+a

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 07/01/2024

ERIE (Grand Island)

	Rates	Fringes
CARPENTER		
Heavy & Highway	$ 41.19	31.55

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 07/01/2024

CATTARAUGUS (Townships of Persia and Perrysburg)

	Rates	Fringes
CARPENTER		
Heavy & Highway	$ 38.18	26.11

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 05/27/2024

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	$ 41.41	33.61

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* ELEC0041-008 05/29/2023

ERIE, CATTARAUGUS (Ashford, East Otto, Ellicottville, Farmersville, Freedom, Franklinville, Lyndon, Machias, Masnfield, New Albion, Otto, Perrsburg, 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 01/01/2025

	Rates	Fringes
ELECTRICIAN (Line Construction)		
TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer	$ 40.81	3%+5.77
Groundman	$ 20.53	3%+5.77
Installer Repairman-Teledata		
Lineman/Technician-Equipment Operator	$ 38.73	3%+5.77
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 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC	$ 62.39	38.435+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, hydraulcally operated) farm tractor with accessories, fine grade machine, forklift, front end loader, generator (10 outlets or more), gradall, grader, grout or gunite machine, head tower, hoist-one drum, hoisting engine, hydraulic boom, hydraulic hammer, (self propelled), hydraulic pipe jack machine (or similar type machine), hydraulic system pumps, hydro crane, hydro hammer (or similar type), industrial tractor, jersey spreader, kolman plant loader (and similar type loaders), locomotive, lubrication truck, maintenance engineer, maintenance lubrication unit or truck, mine hoist, mixr for stabilized base (self-propelled), monorail, motorized hydraulic pin puller, motorized hydraulic seeder mucking machine, mulching machine, multiple drum hoist (more than 1 drum in use), overhead crane, peine crane (or similar type), pile driver, plant engineer, pneumatic mixer, post hole digger, power boom, pump crete, push or snatch cat, quarry master or equivalent road widener, rock bit sharpener (all types), roller (all), rolling machin (pipe), rotomill, scoopmobile, shovel, side boom, skimmer, slip form paver (CMI and similar type, first and second operator), snorkel, strato-tower, stump chipping machine, tire truck and repair, towed roller, tractor drawn belt type grader/loader, tractor shovel, tractor with towed accessories, tractors (when using winch power), tractors, trencher, truck crane, tunnel shovel, tube finisher (CMI and similar type), vibratory compactor, vibro tamp, well drilling machine, well point, winch, winch truck with ""A"" frame.

GROUP 2: Aggregate bin, CMI and similar type concrete spreads, cement bin, chipping machine and chip spreader, compressors (4 or less), compressors: (any size, but subject to other provisions for compressors, dust collectors, generators, mechanical heaters, pumps, welding machines (four of any type or combination), concrete mixer (1/2 cu. yd. and under), fireman, form tamper, fuel truck, heating boiler (used for temprory heat), jeep trencher, power heaterman, power plant in excess of 10 K.W., pump (4""

or over), revinius widener, stem cleaner, stump chipping machine, welding machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

GROUP 3: Cranes 5 - 60 tons

GROUP 4: Cranes 61 - 199 tons

GROUP 5: Cranes 200 - 399 tons

GROUP 6: Cranes 400 tons & over

GROUP 7: Master mechanic

IRON0006-003 07/01/2024

	Rates	Fringes
Ironworker		
Fence Erectors	$ 34.06	30.80
Structural, Ornamental, Reinforcing Steel, Welders, Riggers and Rodman	$ 35.49	32.30
Window Erectors	$ 33.14	32.30

IRON0006-015 07/01/2024

	Rates	Fringes
IRONWORKER		
Ironworker	$ 35.49	32.30
Sheeter	$ 35.49	32.30

LABO0210-003 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 diaphram); 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.

LABO0621-001 07/01/2023

CATTARAUGUS COUNTY and Twnships of French Creek, Clymer, Harmony, Busti,Kiantone, Carroll, Mina, Sherman, Ellicott, Poland, Jamestown, North Harmony, Gerry, Chautaqua, 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 stee 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 singe diaphragram); 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.

LABO0621-002 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,		
Villenova, 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.

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* PAIN0004-001 05/01/2024

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	$ 31.37	27.91
DRYWALL/TAPING	$ 32.86	27.52
WALLCOVERING	$ 31.37	27.91
Painters: (HEAVY & HIGHWAY		

CONSTRUCTION)
CATTARAUGUS, CHAUTAUQUA &
ERIE COUNTIES.....$ 38.50 28.40

PAIN0004-004 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

PAIN0004-007 05/01/2023

	Rates	Fringes
GLAZIER	$ 30.48	26.34

PAIN0004-008 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

PAIN0004-017 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

PLAS0009-001 04/01/2024

	Rates	Fringes

PLASTERER.....$ 32.55 24.09

PLAS0111-001 07/01/2023

	Rates	Fringes
CEMENT FINISHER	$ 32.55	31.47

PLUM0022-001 04/29/2024

CATTARAUGUS- Townships of Perryburg, Dayton, Persia, Otto, Leon, and New Albion;

CHATAUQUA- Townships of Hanover, Sheridan, Dunkirk, Pomfret, Arkwright, Villanova, Portland, Stockton, Charlotte, Ripley and Westfield;

ERIE- All Townships in the County.

	Rates	Fringes
PLUMBER/PIPEFITTER		
ZONE 1	$ 42.20	29.80
Steamfitter		
ZONE 1	$ 42.20	29.80

PLUM0022-004 04/29/2024

ZONE 2
CATTARAUGUS- Townships of Conewango, Napoli, East Otto, Mansfield, Little Valley, Randolph, South Valley, Colesprings, Salemanca, Ashford, Ellicottville, Great Valley, Carrollton, Yorkshire, Freedom, Farmersville Station, Machias, Lyndon, Franklinville, Humphrey, Ischua, Allegany, Hinsdale, Olean, Portville;

ZONE 1
CHAUTAUQUA - Townships of Cherry Creek, Ellington, Polland, Carroll, Gerry, Ellicott, Kiantone, Ellery, Busti, Harmony, North Harmony, Chautauqua, Sherman, Mina, French Creek, Clymer.

	Rates	Fringes
PLUMBER/PIPEFITTER		
ZONE 1	$ 42.20	29.80
ZONE 2	$ 42.20	29.80

ROOF0074-001 06/01/2024

ERIE COUNTY

	Rates	Fringes
Roofers:		
Composition	$ 34.96	26.03
Slate & Tile	$ 35.11	26.03

ROOF0210-005 06/01/2010

	Rates	Fringes
ROOFER	$ 23.65	11.99

SFNY0669-001 01/01/2025

	Rates	Fringes
SPRINKLER FITTER	$ 44.73	27.64

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 07/01/2024

CATTARAUGUS AND CHAUTAUQUA COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 46.21	16.82+a
GROUP 2	$ 46.21	16.82+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 07/01/2024

ERIE COUNTY

	Rates	Fringes
Truck drivers: (Includes Single Axle Dump and Off-Highway Dump Trucks)	$ 45.98	8.50+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

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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

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). 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 classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were 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. The date, 01/03/2024 in the example, 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:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"

CONTRACTOR'S PAYMENT CERTIFICATION

DEPARTMENT OF PUBLIC WORKS
COUNTY OF ERIE
CONTRACTOR'S & SUBCONTRACTOR'S PAYMENT CERTIFICATION
TO THE COMPTROLLER OF THE COUNTY OF ERIE, NEW YORK

Pursuant to the *Bridge Washing and Deck Sealing* work for *Project Number FA-5764.16-25* 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
BRIDGE WASHING AND DECK SEALING VARIOUS BRIDGES THROUGHOUT ERIE COUNTY
PROJECT NUMBER: FA - 5764.16 - 25 P.I.N.: 5764.16

ITEM NUMBER	APPROX QUANTITY	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CENTS	AMOUNT OF BID DOLLARS	AMOUNT OF BID CENTS
502.90010018	2,329	CLEAN AND FILL CRACKS AND JOINTS IN PORTLAND CEMENT CONCRETE (PCC) PAVEMENT, ASTM D 6690 TYPE IV (Cracks 1/4+-") FOR: _____ _____ Per LF				
511.60000018	323	PARTIAL DEPTH CONCRETE REPAIRS-CONCRETE REPAIR MATERIAL- HIGH EARLY STRENGTH FOR: _____ _____ Per SF				
559.03	111,719	PROTECTIVE SEALING OF EXISTING STRUCTURAL CONCRETE AND EXISTING BRIDGE DECKS (NO ABRASIVE BLASTING ALLOWED) FOR: _____ _____ Per SF				
560.08	50	TUCK POINTING FOR: _____ _____ Per LF				
567.51000016	610	SEALING EXISTING BRIDGE DECK JOINTS FOR: _____ _____ Per LF				
567.63	762	BRIDGE JOINT SEAL FOR: _____ _____ Per LF				

ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
BRIDGE WASHING AND DECK SEALING VARIOUS BRIDGES THROUGHOUT ERIE COUNTY
PROJECT NUMBER: FA - 5764.16 - 25 P.I.N.: 5764.16

ITEM NUMBER	APPROX QUANTITY	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CENTS	AMOUNT OF BID DOLLARS	AMOUNT OF BID CENTS
619.0101	1	BASIC WORK ZONE TRAFFIC CONTROL (DAILY OPERATIONS) FOR: _____ _____ Per LS				
621.05	13,280	CLEAN, GRADE AND SHAPE EXISTING ROADSIDE SECTION FOR: _____ _____ Per FT				
633.13	997	CLEANING, SEALING AND/OR FILLING JOINTS FOR: _____ _____ Per LF				
641.51011016	195	MAINTENANCE CLEANING AND WASHING OF BRIDGES-LENGTH UNDER 500', CONCRETE POWER WASH FOR: _____ _____ Per EA				
641.51011116	5	MAINTENANCE CLEANING AND WASHING OF BRIDGES-LENGTH UNDER 500', CONCRETE POWER WASH, STEEL POWER WASH FOR: _____ _____ Per EA				
641.51021016	1	MAINTENANCE CLEANING AND WASHING OF BRIDGES-LENGTH UNDER 500'-1500', CONCRETE POWER WASH FOR: _____ _____ Per EA				

ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
BRIDGE WASHING AND DECK SEALING VARIOUS BRIDGES THROUGHOUT ERIE COUNTY
PROJECT NUMBER: FA - 5764.16 - 25 P.I.N.: 5764.16

ITEM NUMBER	APPROX QUANTITY	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CENTS	AMOUNT OF BID DOLLARS	AMOUNT OF BID CENTS
697.03	25,000	FIELD CHANGE PAYMENT (FCP) FOR: One Dollar and Zero Cents Per D-C	$ 1	00	$ 25,000	00
		Subtotal	$			
699.040001	1	MOBILIZATION (MAX 4%) FOR: Per LS				

PLEASE BE SURE A BID IS ENTERED FOR EACH ITEM

TOTAL OR GROSS SUM WRITTEN IN WORDS

TOTAL BID IN NUMBERS

$

IP 3

NOTES:
1. Please ensure a bid is entered for each item.
2. In the event that there is a discrepancy 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 $**40,000.** 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

Name		Address
_____	President	_____
_____	Secretary	_____
_____	Treasurer	_____

IF A PARTNERSHIP

Name	Address
_____	_____
_____	_____
_____	_____

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.

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231-0001
www.dos.ny.gov

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 20**21

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 *(Name of Legislative Body)*
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 20 21 of the (County) [redacted] 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 Erie County Executive and was deemed duly adopted *(Elective Chief Executive Officer*)*
on March 1 20 2 1, in accordance w ith 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 *(Elective Chief Executive Officer*)*
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 questionnaire[1]. 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).

NYS VENDOR ID: 000000000

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

BUSINESS ENTITY INFORMATION		
Legal Business Name	EIN ____	
Address of the Principal Place of Business (street, city, state, zip code)	New York State Vendor Identification Number	
	Telephone ext.	Fax
	Website	
Authorized Contact for this Questionnaire		
Name	Telephone ext.	Fax
Title	Email	

Additional Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity, or EIN 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 Business Entity Type – Check appropriate box and provide additional information:		
a) ☐ Corporation (including PC)	Date of Incorporation	
b) ☐ Limited Liability Company (LLC or PLLC)	Date Organized	
c) ☐ Limited Liability Partnership	Date of Registration	
d) ☐ Limited Partnership	Date Established	
e) ☐ General Partnership	Date Established	County (if formed in NYS)
f) ☐ Sole Proprietor	How many years in business?	
g) ☐ Other	Date Established	
If Other, explain:		
1.1 Was the Business Entity formed in New York State?		☐ Yes ☐ No
If "No," indicate jurisdiction where the Business Entity was formed:		
☐ United States	State	
☐ Other	Country	

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

I. BUSINESS CHARACTERISTICS	
1.2 Is the Legal Business Entity publicly traded?	☐ Yes ☐ No
If "Yes," provide the CIK code or Ticker Symbol:	
1.3 Is the Business Entity currently registered to do business in New York State? *Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership*	☐ Yes ☐ No ☐ Not Required
If "No," explain why the Business Entity is not required to be registered to do business in New York State:	
1.4 Is the responding Business Entity a Joint Venture? Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for each Business Entity comprising the Joint Venture.	☐ Yes ☐ No
1.5 If the Business Entity's Principal Place of Business is not in New York State, does the Business Entity maintain an office in New York State? *(Select "N/A" if Principal Place of Business is in New York State.)*	☐ Yes ☐ No ☐ 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 Minority-Owned Business Enterprise, or Women-Owned Business Enterprise, or New York State Small Business, or federally certified Disadvantaged Business Enterprise?	☐ Yes ☐ No
If "Yes," check all that apply: ☐ New York State certified Minority-Owned Business Enterprise (MBE) ☐ New York State certified Women-Owned Business Enterprise (WBE) ☐ New York State Small Business ☐ Federally certified Disadvantaged Business Enterprise (DBE)	
1.7 Identify each person or business entity that is, or has been within the past five (5) years, Principal Owner of 5.0% or more of the firm's shares; a Business Entity Official; or one of the five largest shareholders, if applicable. *(Attach additional pages if necessary.)* Joint Ventures: Provide information for all firms involved.	

Name *(For each person, include middle initial)*	Title	Percentage of ownership (Enter 0%, if not applicable)	Employment status with the firm
			☐ Current ☐ Former
			☐ Current ☐ Former
			☐ Current ☐ Former
			☐ Current ☐ Former

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

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS		
2.0 Are there any other construction-related firms in which, now or in the past five years, the submitting Business Entity 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? *(Attach additional pages if necessary.)*		☐ Yes ☐ 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 Business Entity has in common with this firm?		☐ Yes ☐ No
Individual's Name *(Include middle initial)*	Position/Title with Firm/Company	
2.1 Does the Business Entity have any construction-related affiliates not identified in the response to question 2.0 above? *(Attach additional pages if necessary.)*		☐ Yes ☐ 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?		☐ Yes ☐ No
Individual's Name *(Include middle initial)*	Position/Title with Firm/Company	
2.2 Has the Business Entity participated in any construction-related Joint Ventures within the past three (3) years? *(Attach additional pages if necessary.)*		☐ Yes ☐ 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 suspension of any business or professional permit and/or license?	☐ Yes ☐ No
6.1	Had a denial, decertification, revocation or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise or a federal certification of Disadvantaged Business Enterprise status, for other than a change of ownership?	☐ 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, 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 investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?	☐ Yes ☐ No
7.1	Been the subject of:	
	(i.) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or	☐ Yes ☐ No
	(ii.) Any criminal investigation, felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent Minority-Owned Business Enterprise, Women-Owned Business Enterprise, or a Disadvantaged Business Enterprise?	☐ Yes ☐ No
7.2	Received any OSHA citation, which resulted in a final determination classified as serious or willful?	☐ Yes ☐ No
7.3	Had a government entity find a willful prevailing wage or supplemental payment violation?	☐ Yes ☐ No
7.4	Had a New York State Labor Law violation deemed willful?	☐ Yes ☐ No
7.5	Entered into a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?	☐ Yes ☐ No

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

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

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

7.6	Other than previously disclosed, been the subject of any citations, notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of: • Federal, state or local health laws, rules or regulations; • Federal, state or local environmental laws, rules or regulations; • Unemployment insurance or workers compensation coverage or claim requirements; • Any labor law or regulation, which was deemed willful; • Employee Retirement Income Security Act (ERISA); • Federal, state or local human rights laws; • Federal, state or local security laws?	☐ 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, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.

VIII. LEADERSHIP INTEGRITY

If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.

Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity been:

8.0	Sanctioned relative to any business or professional permit and/or license?	☐ Yes ☐ No ☐ N/A
8.1	Suspended, debarred or disqualified from any government contracting process?	☐ Yes ☐ No ☐ N/A
8.2	The subject of a criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?	☐ Yes ☐ No ☐ N/A
8.3	Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: (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	☐ Yes ☐ No ☐ 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**

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NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION

NYS Vendor ID: _____

As of Date: _____

ASSETS

Current Assets			
1. Cash			$
2. Accounts receivable - less allowance for doubtful accounts	$ -		
Retainers included in accounts receivable	$ -		
Claims included in accounts receivable not yet approved or in litigation	$ -		
Total Accounts Receivable			$ -
3. Notes receivable - due within one year			$ -
4. Inventory - materials			$ -
5. Contract costs in excess of billings on uncompleted contracts			$ -
6. Accrued income receivable			
Interest	$ -		
Other (list) _____	$ -		
_____	$ -		
Total Accrued Income Receivable			$ -
7. Deposits			
Bid and Plan _____	$ -		
Other (list) _____	$ -		
_____	$ -		
Total Deposits			$ -
8. Prepaid Expenses			
Income Taxes	$ -		
Insurance	$ -		
Other (list) _____	$ -		
_____	$ -		
Total Prepaid Expenses			$ -
9. Other Current Assets			
Other (list) _____	$ -		
_____	$ -		
Total Other Current Assets			$ -
10. Total Current Assets			$ -
11. Investments			
Listed securities-present market value	$ -		
Unlisted securities-present value	$		
Total Investments			$ -
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.

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.

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.

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.

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).

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.

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.

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.

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.

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.

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.

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

9/1/98[paymtcer]

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)

1997(drug.frm)

LOCAL LAW 3-2018

APPRENTICESHIP TRAINING PROGRAM FORM

NEW YORK STATE CERTIFIED APPRENTICESHIP
TRAINING PROGRAM CERTIFICATION

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

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

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

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

[ ] Enclosed is a detailed explanatory written statement as to the inapplicability of Apprenticeship participation due to: the lack of career opportunities in NYSCATP Approved by New York State Department of Labor Commissioner; OR the magnitude of the construction contract which would make use of apprentices impracticable.

_____	_____	_____
SIGNATURE	*COMPANY NAME*	*DATE*

APPRENTICESHIP UTILIZATION

CERTIFICATION FOR FINAL PAYMENT

APPRENTICESHIP UTILIZATION
CERTIFICATION FOR FINAL PAYMENT

STATE OF NEW YORK

COUNTY OF ERIE

_____ being duly sworn, deposes and says that he is the Contractor for the work associated with _____

_____ for the COUNTY OF ERIE, the Owner; and says that he is the _____

_____, the contracting company.

Deponent certifies that in accordance with Erie County Local Law 3-2018, _____% is the final percentage of persons participating in an apprenticeship program that the undersigned employed in the performance of this Contract.

Deponent further states that he has read the above statement and knows the content thereof, and that the same is true of his own knowledge.

_____
(Name of Contractor)

"CORPORATE
SEAL"

By_____

Sworn to before me this

_____day of_____, 2013.

_____
Notary Public or Commissioner of Deeds

ERIE COUNTY EQUAL PAY CERTIFICATION
(EXECUTIVE ORDER #13)

Erie County Equal Pay Certification

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

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

_____
Signature

Verification

A) OWNER/PARTNERSHIP

STATE OF _____)
COUNTY OF _____) SS:

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

Sworn to before me this _____Day of _____, 20__

_____
Notary

B) CORPORATE

STATE OF _____)
COUNTY OF _____) SS:

_____, being duly sworn, states that he or she is the
Name of Corporate Officer
_____, of_____,
Title of Corporate Officer Name of Corporation
the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.
Sworn to before me this _____Day of _____, 20__

_____
Notary

Rev 5/5/15

LOCALLY ADMINISTERED FEDERAL AID

CONTRACT FORMS

APPENDIX 12-1A

CONSTRUCTION CONTRACT REQUIREMENTS FILLABLE FORMS

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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

AAP14
(02/2025)

Summary of Federal DBE Commitments and Bid Requirements

Letting Date: 7/24/25

Proposer Name:

Address:

PIN: 5764.16

Contract #: LD041825

DBE Goal: 5 **% as Stated in the Advertisement**

We hereby submit a DBE commitment of _____ % for the above referenced project.

Identified below is the summary of commitment(s) to certified * DBEs for this contract:

DBE Name and Address	Work Category **	% DBE Credit (A)	$ Commitment (B)	DBE Credit $ (AXB)
Example Company: Drainage R Us Address: 2543 Lexington Street Troy, NY 12180	Construction	100	$1,120,000	$1,120,000
Address:				
Address:				
Address:				
Address:				
Address:				
Address:				
Address:				
Address:				
Address:				
Address:				

This is a sample document only. This form shall be downloaded from NYSDOT's Civil Rights Website (https://www.dot.ny.gov/main/business-center/contractors/construction-division/construction-repository/AAP_13.pdf) and completed as necessary.

Note that original signatures are needed on this document. Digital signatures such as Docusign or Adboe Signature are **NOT** acceptable. Photocopies or Scanned and Printed versions are permitted.

The highlighted fields at the top of this document are to aid bidders in completing the form for this project. Bidders will need to manually enter this on their forms.

***Only submit DBE(s) that you have verified are certified to perform/supply the identified commitments** **Total Commitment:**

****Work Category:**

Construction, Manufacturers, Fabricators, Professional Service, Work Service, Trucking Firm	**= 100% Credit**
Material Supplier	**= 60% Credit**
Distributor	**= 40% Credit**
Broker (Fees / Commissions Only)	**= 100% Credit**

NOTE: In addition to the summary of commitments shown above, you shall submit DBE commitments/confirmation on Department Forms (i.e., AAP 20, AAP 22, and AAP 23 depending on Work Category) with your bid submission for each DBE Firm listed above. In addition, if you do not meet the DBE Goal, you shall submit sufficient Good Faith Effort documentation with your bid submission. No supplemental information will be considered after Letting.

I hereby confirm that the DBEs are certified to perform the commitments shown above. Upon notification that my commitments and/or good faith efforts have been accepted by the Department, I shall enter exactly (as shown) all of the DBE commitments identified here, into Equitable Business Opportunity Solution (EBO), with no additions, substitutions, or reductions.

Acknowledged By:

Name:

Title:

Company Federal Tax ID XX-XXXXXXX

AAP 20
(01/2025)

DBE Subcontractor / Work Service / Professional Service Commitments / Confirmation

Contract Number	Contract Description	Region	Page No.
LD041825	BRIDGE WASHING & DECK SEALING - ERIE COUNTY	5	1 of

Contractor Name	DBE Subcontractor/Service Name
Address (include zip code)	DBE Subcontractor / Service Address (include zip code)
Phone ( )	Phone ( )
FEIN:	FEIN:

Item Number	Description of Work	*Work Category	Incomplete Item (i.e., <100%)	DBE Commitment $
		C	☐	
		C	☐	
		C	☐	

AAP 22
(3/2025)

DBE/MBE/WBE/SDVOB Material Commitments / Confirmation

NOTE: Select 8.5 X 14" Legal Prior to Printing

This form identifies how the DBE/MBE/WBE/SDVOB Material commitment was established. The Prime Contractor is responsible for ensuring that the form is completed accurately. A separate form is needed for each pay item.

(•) Pre-Award ( ) Post Award Contract #: LD041825 Date Submitted: Region: 5

Prime Contractor Name:

DBE/MBE/WBE/SDVOB Vendor:

DBE/MBE/WBE/SDVOB Contact Information

DBE/MBE/WBE/SDVOB: DBE Phone #: E-mail:

Address:

Material NAICS Code/Type of Material: Associated Contract NYSDOT Pay Item (3 Digit Code)

Description of Materials:

Vendor Participation being submitted for: *See definitions on Page 2 **Total Commitment Dollar Amount for Item Identified:**

Preliminary Questions (applies to all)

Does the D/M/WBE/SDVOB have an establishment where the products, or those of the general character described by the specifications and required under the contract, are kept and regularly sold/leased? List address _____ ☐ Yes ☐ No

Will the D/M/WBE/SDVOB be responsible for paying for the material itself? ☐ Yes ☐ No

Is the DBE an established business that engages in the regular sale or lease of the items specified by the contract? ☐ Yes ☐ No

Manufacturer/Fabricator

Does the proposed D/M/WBE/SDVOB operate or maintain a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications? ☐ Yes ☐ No

If Yes, list the address _____

Will the proposed D/M/WBE/SDVOB be assembling, constructing or otherwise substantially altering materials or supplies into assemblies, components, or finished items for inclusion into the work prior to resale? ☐ Yes ☐ No

If

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This is a sample document only. This form shall be downloaded from NYSDOT's Civil Rights Website (https://www.dot.ny.gov/main/business-center/contractors/construction-division/construction-repository/AAP_22.pdf) and completed as necessary.

The submitted document shall be printed on legal sized paper (8.5" x 14").

Note that original signatures are needed on this document. Digital signatures such as Docusign or Adboe Signature are **NOT** acceptable. Photocopies or Scanned and Printed versions are permitted.

The highlighted fields at the top of this document are to aid bidders in completing the form for this project. Bidders will need to manually enter this on their forms.

Broker

Will the D/M/WBE/SDVOB's role be limited to that of a packager, broker, manufacturers' representative, or other person whose role is solely to arrange or expedite this transaction? ☐ Yes ☐ No

Will the D/M/WBE/SDVOB's role be limited to providing assistance in the lease of, or fees for transportation charges for the delivery of, equipment owned by a third party? ☐ Yes ☐ No

Notes/Comments (Example: If Prime Contractor is picking up the materials from the D/M/WBE/SDVOB, you should provide sufficient detail such as the physical address of where the materials are being picked up from, etc)

Affirmation of Truth Statement

DBE/MBE/WBE/SDVOB Firm _____

As authorized representative for the above-named firm, I confirm participation on this contract, in the manner prescribed, for the type and amount of work indicated. In addition, I confirm that my firm shall perform a commercially useful function. I agree to promptly notify the Prime Contractor of any changes to the participation shown.

I affirm this _____ day of , _____ , _____ , under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in any action or proceeding in a court of law.

Print Name _____ Signature _____ Title _____

Prime Contractor _____

As authorized representative for the above-named firm, I confirm that I have reviewed the information provided in this form and shall utilize the DBE/MBE/WBE/SDVOB for the type and amount of work shown. I confirm that the counting of the participation is accurate and any shortfall caused by errors in counting are my responsibility. I acknowledge that my firm is prohibited from seeking credit towards the DBE/MBE/WBE/SDVOB goal(s) through any arrangements or actions of others where my firm knows, or should have known based upon evidence and circumstances present, that a DBE/MBE/WBE/SDVOB is not performing a commercially useful function.

I affirm this _____ day of , _____ , _____ , under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in any action or proceeding in a court of law.

Print Name _____ Signature _____ Title _____

Do not click the "Make Form Read-Only" button until data entry is complete. Read-Only locks the data entered and can't be undone.

Manufacturers/Fabricators. A Manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications. A Fabricator is a firm that assembles, constructs or otherwise substantially alters materials or supplies into assemblies, components, or finished items for inclusion into the work prior to resale. 100% of the cost of the materials or supplies from a DBE/MBE/WBE/SDVOB Manufacturer or Fabricator will be counted toward the DBE/MBE/WBE/SDVOB goal(s). Manufacturers or Fabricators may provide materials to the Contractor or a Subcontractor working on the contract for installation. When a DBE makes minor modifications to the materials, supplies, articles, or equipment, the DBE is not a manufacturer. Minor modifications are additional changes to a manufactured product that are small in scope and add minimal value to the final product.

Material Suppliers. A Material Supplier, also known as a regular dealer, is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described in the specifications required for the performance of the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. A Material Supplier is an established, regular business that engages in, as its principal business, and under its own name, the purchase and sale or lease of the products in question. 60% of the cost of the materials or supplies from a DBE/MBE/WBE Material Supplier will be counted toward the DBE/MBE/WBE goal(s) when all, or at least 51 percent of, the items under a purchase order or subcontract are provided from the DBE's inventory, and when necessary, any minor quantities delivered from and by other sources are of the general character as those provided from the DBE's inventory. 100% of the cost of the materials or supplies from an SDVOB Material Supplier will be counted toward the SDVOB goal. Material Suppliers may provide materials to the Contractor or a Subcontractor working on the contract for installation. Credit determination awarded to a firm for the provision of materials and supplies (i.e., whether the firm is acting as a material supplier of broker) will be determined on a contract-by-contract basis. If it is determined that the material supplier is acting as a broker, the participation will be credited accordingly.

Material Supplier of Bulk Items. (*Petroleum products, steel, cement, gravel, stone, or asphalt and items that are not typically stocked due to their unique characteristics (e.g., limited shelf life or items ordered to specification*) - A Material Supplier who deals in bulk items such as need not own, operate nor maintain a store, warehouse, or other establishment, if it owns and operates distribution equipment for the products. This can be accomplished by either maintaining stock of the product or through delivery of the materials, to the job site or Contractor's designated location, by using the Material Supplier's own trucks. Any supplementing of Material Suppliers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. To be considered valid, the long-term lease shall include the lessor's name, list of trucks to be leased by vehicle identification number (VIN), and the agreed upon amount of the cost and method of payment. Third party haulers do not qualify as a long-term lease. The operator shall be an employee of the DBE/MBE/WBE/SDVOB. It shall be the responsibility of the DBE/MBE/WBE/ SDVOB to provide the operator's fuel, maintenance, and insurance for all leased trucks.

Note: Some bulk items may be drop-shipped due to the specific needs in a contract and the DBE/MBE/WBE/SDVOB must take legal possession of the items in the chain of distribution at all times after acceptance of the item, however, they will receive credit as a Broker not as a Material Supplier (See §102-12D.4 Brokers/Manufacturer's Representatives).

Equipment Rental. Equipment rental or equipment leasing is considered to be a type of material supply activity and is credited at 60% for DBE/MBE/WBEs and 100% for SDVOBs. Credit determination awarded to a firm for rental of equipment (i.e., whether the firm is acting as a rental company or a broker) will be determined on a contract-by-contract basis.

If the D/M/WBE/SDVOB's role is limited to providing assistance in the lease of, or fees for transportation charges for the delivery of, equipment owned by a non-DBE, to the prime, they are considered as acting as a broker, and the participation will be credited accordingly (See Broker/Manufacturer's Representative).

Brokers/Manufacturer's Representatives. A Broker / Manufacturer's Representative is a firm that arranges or expedites transactions for materials. 100% of the expenditures for fees or commissions charged for assistance in the procurement of, or fees for transportation charges for the delivery of, materials or supplies provided by a DBE/MBE/WBE/SDVOB Broker/Manufacturer's Representative will be counted toward the DBE/MBE/WBE/SDVOB goal(s), provided they are determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the materials and supplies themselves will not be counted. A Broker / Manufacturer's Representative may arrange or expedite transactions for materials to the Contractor or Subcontractor working on the contract.

Federal DBE requirements Contracts awarded after Jan 1, 2025 ONLY

Distributor: A DBE distributor is an established business that engages in the regular sale or lease of the items specified by the contract. A DBE distributor assumes responsibility for the items it purchases once they leave the point of origin (e.g., a manufacturer's facility), making it liable for any loss or damage not covered by the carrier's insurance. A DBE distributor performs a CUF when it demonstrates ownership of the items in question and assumes all risk for loss or damage during transportation, evidenced by the terms of the purchase order or a bill of lading (BOL) from a third party, indicating Free on Board (FOB) at the point of origin or similar terms that transfer responsibility of the items in question to the DBE distributor. If the materials or supplies are purchased from a DBE distributor that neither maintains sufficient inventory nor uses its own distribution equipment for the products in question, count 40 percent of the cost of materials or supplies (including transportation costs). Where a distributor “drop ships” materials without assuming risk or does not operate in accordance with its distributorship agreement, credit is limited to fees or commissions (See Broker/Manufacturer's Representative).

AAP 23
(01/2025)

DBE/MBE/WBE/SDVOB Trucking Commitments / Confirmation
NOTE: Select 8.5X14 Inches Legal Prior to Printing

Contract D#: LD041825 | Prime Contractor Name:

Region: 5 | Program: (•) DBE ( ) MBE ( ) WBE ( ) SDVOB | (•) Pre-Award ( ) Post Award | Date Submitted:

DBE/MBE/WBE/SDVOB Supervisor of the day-to-day DBE/WBE/MBE/SDVOB trucking operation is:

DBE/MBE/WBE/SDVOB Trucking Firm:

Number of Trucks Owned: + Leased: = Total:

Number of Trucks Performing Work On-Site: Off-Site:

# of Trucks from other Firms supplementing your fleet by adding them to your payroll: How many are owner/operators?

Names of Supplemental Trucking Firms:

This is a sample document only. This form shall be downloaded from NYSDOT's Civil Rights Website (https://www.dot.ny.gov/main/business-center/contractors/construction-division/construction-repository/AAP_23.pdf and completed as necessary.

The submitted document shall be printed on legal sized paper (8.5" x 14").

Note that original signatures are needed on this document. Digital signatures such as Docusign or Adboe Signature are **NOT** acceptable. Photocopies or Scanned and Printed versions are permitted.

The highlighted fields at the top of this document are to aid bidders in completing the form for this project. Bidders will need to manually enter this on their forms.

Names of Supplemental Trucking Firms:

Rate: Per: x Duration/Number: = Commitment:

NAICS Code & NYSDOT Item # Description of the Material Being Hauled:

Affirmation of Truth Statement

DBE/MBE/WBE/SDVOB Firm _____

As authorized representative for the above-named firm, I confirm participation on this contract, in the manner prescribed, for the type and amount of work indicated. In addition, I confirm that my firm shall perform a commercially useful function. I agree to promptly notify the Prime Contractor of any changes to the participation shown.

I affirm this _____ day of , _____ , _____ , under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in any action or proceeding in a court of law.

Print Name _____ Signature _____ Title _____

Prime Contractor _____

As authorized representative for the above-named firm, I confirm that I have reviewed the information provided in this form and shall utilize the DBE/MBE/WBE/SDVOB for the type and amount of work shown. I confirm that the counting of the participation is accurate and any shortfall caused by errors in counting are my responsibility. I acknowledge that my firm is prohibited from seeking credit towards the DBE/MBE/WBE/SDVOB goal(s) through any arrangements or actions of others where my firm knows, or should have known based upon evidence and circumstances present, that a DBE/MBE/WBE/SDVOB is not performing a commercially useful function.

I affirm this _____ day of , _____ , _____ , under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in any action or proceeding in a court of law.

Print Name _____ Signature _____ Title _____

This form identifies how the DBE/MBE/WBE/SDVOB Trucking commitment was established. The Prime Contractor is responsible for ensuring that the form is completed accurately. A copy of all lease agreements are required to be submitted, along with this form, for any long term leased trucks.

Do not click the "Make Form Read-Only" button until data entry is complete. Read-Only locks the data entered and cannot be undone.

CONR 80 (2/2025)

Bidder's List

Subcontractor	NYSDOT Work Code	NYSDOT Work Code	NYSDOT Work Code	NYSDOT Work Code
Select Firm	Select Work Code	Select Work Code	Select Work Code	Select Work Code
Select Firm	Select Work Code	Select Work Code	Select Work Code	Select Work Code
Select Firm	Select Work Code	Select Work Code	Select Work Code	Select Work Code
Select Firm	Select Work Code	Select Work Code	Select Work Code	Select Work Code
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Select Firm	Select Work Code	Select Work Code	Select Work Code	Select Work Code
Select Firm	Select Work Code	Select Work Code	Select Work Code	Select Work Code

This is a sample document only. This form shall be downloaded from NYSDOT's Civil Rights Website (https://www.dot.ny.gov/main/business-center/contractors/construction-division/construction-repository/CONR_80.xls) and completed as necessary.

CONR 80 (2/2025)

Per 49 CFR 26.11, the Department is required to collect information from all Bidders regarding all quotes a Contractor receives from DBE and non-DBE Subcontractors prior to Letting. Bidders shall complete the Bidder's List with the name of each DBE and non-DBE Subcontractor that provided a quote prior to Letting and identify each Work code (i.e., NYSDOT Specification Section) for which a quote was received. All Bidders are required to provide the requested information with their bid submission. Failure to submit the requested

INSTRUCTIONS:

1) From the "Bidders List" tab (in this Excel spreadsheet) select the name of each DBE and Non-DBE Subcontractor that provided you a quote prior to letting and the associated work code(s) (i.e., NYSDOT Specification section) for the quotes received from each Subcontractor. If you received a quote from a Subcontractor that is not listed in the drop-down menu, provide the information by email to
2) Save the file so that you can attach it with your bid.
3) In BidX (i.e., Project Bids), go to the "Bidders List" tab to attach the completed Bidders List Excel file for the
4) Click "Browse" to locate the saved "Bidders List" Excel file.
5) Click "Preview" to ensure you are submitting the correct file.
6) Click the checkbox "I verify the attached file is correct" or click checkbox "No Subcontractors provided quotes on this contract". Note: only one box can be checked.
7) Click "Save" to save the information.

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:

Bridge Washing and Deck Sealing

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 Washing and Deck Sealing in Erie County

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

There are no separate plan sheets for this contract.
The plan sheets are contained within the proposal book.

and numbered **N/A through N/A**, in accordance with the "Standard Specifications of the New York State Department of Transportation " of **May 1, 2025** 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

3rd day of July, 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 William E. Geary, Jr. Darlene M. Svilokos, P.E.
Document No.:_____ Commissioner of Public Works 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	William E. Geary, Jr.	Darlene M. Svilokos, P.E.
Document No.:_____	Commissioner of Public Works	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

ATTACHMENTS

- **BRIDGE WASHING LISTING OF BRIDGES AND ITEM NUMBERS**
- **CONTRACT DRAWINGS – BRIDGE SEALING & REPAIRS**
- **BRIDGE WASHING LOCATION MAPS**
- **SIGN DATA SHEETS**

6/24/2025

Special Conditions - Stream Classifications
All streams have no prohibited dates per NYSDEC Letter Dated April 10, 2024.

The Contractor is advised all requirments of the specifications shall be adhered to. No large volumes of dirt, grit or sediment shall be dropped into the water. Large piles of dirt and grit shall be disposed of in an upland vegetated location above high water as determined by the Engineer in the field.

Schedule Notes:
1. Any bridge washing that occurs in 2025 shall conclude on October 31st, 2025, unless given written permission from the Engineer.
   Any bridge washing that occurs in 2026 shall begin after April 15, 2026 or after the last anticipated salting of Erie County roads as directed by the Engineer.

Bridge Washing Notes:
1. New 641.510xyz16 Specifications are in effect for this Contract per EI 19-002.
2. Contractor may use Power Washing (>100 Gal/Minute) or Pressure Washing (1,750 psi) with approval of Engineer
3. All below deck surfaces (Bridge Seats, Bearings, Abutments and Wingwalls) shall be washed at all bridges, as applicable.
4. For the MAJORITY OF STEEL BRIDGES, under Item 641.51011016, the portions of the Below Deck Steel shall also be washed when washing the abutments & bridge seats, but only wash those steel components which are readily accessible from the ground, such as the ends of the girders, end X-frames, and the bearings. No ladders or other special access is required to wash the girders or steel components, under Item 641.51011016 .
5. Take special care to wash all dirt off the Fascia Bearings and fully wash the Fascia Girders as best as practicable, without the need for access equipment..
6. For 6 bridges listed under item 641.51011116, (5 trusses) full power-washing of the below deck steel will be required.
7. The removal of dirt, grit and anti-skid material from the shoulders will be paid sepaaretly under Item 621.05 as directed by the Engineer.
8. Contractor shall wash & seal existing deck and approaches accordance with standard specification and/or manufacturer's written instructions.
   (Note: Bridges that are to be sealed will also include washing underbridge and wingswalls (Reference to Item 641.510XYZ16, if required, as shown in table.)
   Cost for sealing and washing bridge will only be paid for once, and cost to be included under Item 559.03.

Erie County Highway Bridge Washing & Deck Sealing Program P.I.N 5764.16

Stream Classification Definitions:
A - best usage for a source of drinking water, swimming , other recreation, & fishing
B - indicates a best usage for swimming, recreation, fishing
C - indicates best usage for fishing
(T) - indicates Trout Stream
(TS) - indicates Trout Spawning
D - indicates best usage of fishing, but will not support fish propagation
RR - No Stream, Bridge Crosses a railroad

BIN	Local Bridge Number	Political Unit Name	Functional Class.	Carried Feature Description	Feature Crossed Description	Total Number of Spans	Bridge Length (ft)	Curb-to-Curb (ft)	Out-to-Out (ft)	Year Built	Superstructure Type	Paint Coating Type	Deck Material	Wearing Surface	ENVIROMENTAL			ITEM 621.05 CLEAN, GRADE AND RESHAPE EXIST. ROADSIDE SECTION	ITEM 641.51011016 MAINTENANCE CLEANING & WASHING OF BRIDGES < 500 FT POWER WASH CONCRETE SURFACES **(SEE BRIDGE WASHING NOTES)**	ITEM 641.51011116 MAINTENANCE CLEANING & WASHING OF BRIDGES < 500 FT POWER WASH CONCRETE & STEEL SURFACES **(SEE BRIDGE WASHING NOTES)**	ITEM 641.51021016 MAINTENANCE CLEANING & WASHING OF BRIDGES > 500 FT POWER WASH CONCRETE SURFACES **NO WASH STEEL SURFACES, EXCEPT AS NOTED (SEE BRIDGE WASHING NOTES)**	ITEM 559.03 PROTECTIVE SEALING OF EXISTING STRUCTURAL CONCRETE AND EXISTING BRIDGE DECKS **(SEE BRIDGE WASHING NOTES)**	Bridge Washing Required		
															Stream Class.	Wetlands in vicinity of bridge	Rare Plant/Animal [Threat. Species]						TOP SIDE	UNDER BRIDGE	WINGWALLS
1046590	547-02	ALDEN	Urban - Collector	TWO ROD ROAD	CAYUGA CREEK	1	111	27.6	29.5	1998	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	B	FW	Yes	Y	Y				Y	Y	Y
3326620	268-01	ALDEN	Rural - Minor (Colle	NORTH MILLGROVE RD	TRIB. TO ELLICOTT	1	49	39.6	42.1	1983	P.S.C. Box Beams	Unpainted	NONE	ASPHALT	C(T)		No	Y	Y				Y	Y	Y
3326840	001-01	ALDEN	Urban - Collector	ALDEN CRITTENDEN	SPRING CREEK	1	34	40	48.9	2010	Precast Conc. Arch	Unpainted	NONE	ASPHALT	C	FW	Yes	-	Y				Y	Y	Y
3326850	001-02	ALDEN	Rural - Major (Colle	ALDEN-CRITTENDEN	ELLICOTT CREEK	1	68	36	43	1964	Steel Multi-Girder	Not Lead Based	CONCRETE	ASPHALT	C	FW	Yes	-	Y				Y	Y	Y
3326900	335-08	ALDEN	Rural - Local (Inclu	TOWNLINE ROAD	ELLICOTT CREEK	1	90	29.4	31.4	1928	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	B		No	Y	-			Y	N	Y	Y
3326970	113-01	ALDEN	Rural - Minor (Colle	SANDRIDGE ROAD	ELLICOTT CREEK	1	88	33.9	36	1990	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	B		No	Y	Y				Y	Y	Y
3326980	335-04	ALDEN	Urban - Local	TOWN LINE ROAD	CAYUGA CREEK	2	115	30	35.6	1959	Steel Multi-Girder	Not Lead Based	CONCRETE	ASPHALT	B		Yes	Y	Y				Y	Y	Y
3327070	166-01	ALDEN	Rural - Minor (Colle	NORTH ROAD (CR 166)	ELLICOTT CREEK	1	98	35.6	36.5	1981	P.S.C. Box Beams	Unpainted	NONE	ASPHALT	C	FW	No	Y	Y				Y	Y	Y
3327080	166-02	ALDEN	Rural - Minor (Colle	NORTH ROAD (CR 166)	ELLICOTT CREEK	1	73	34.5	37.4	1995	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	C		No	Y	Y				Y	Y	Y
3327090	166-03	ALDEN	Rural - Minor (Colle	NORTH ROAD (CR 166)	ELLICOTT CREEK	1	67	34.4	37.5	1995	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	C		No	Y	Y				Y	Y	Y
3327360	354-05	ALDEN	Urban - Local	THREE ROD RD	CAYUGA CREEK	1	110	29.7	33	1960	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	B		Yes	-	Y				Y	Y	Y
3328700	348-02	ALDEN	Rural - Local (Inclu	ZOELLER ROAD	ELLICOTT CREEK	1	89	28.9	33.5	2004	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	B		No	-	Y				Y	Y	Y
3362170	356-06	ALDEN	Urban - Collector	FOUR ROD ROAD	CAYUGA CREEK	2	109	30	32	1954	Steel Multi-Girder	Not Lead Based	CONCRETE	CONCRETE	B	FW	Yes	Y	Y				Y	Y	Y
3362480	113-RR1	ALDEN	Rural - Minor (Colle	WENDE ROAD (CR 113)	CSX TRANS/ AMTRAK	1	61	29.4	32.8	1983	P.S.C. Box Beams	Unpainted	NONE	ASPHALT	RR		No	Y	Y				Y	No -- RR	Y
1072800	232-01	AMHERST	Urban - Minor Arte	N ELLICOTT CRK RD	N.DIVERSION CHNL.	3	176	28	35.4	1983	P.S.C. Box Beams	Unpainted	CONCRETE	CONCRETE	B		No	Y	Y				Y	Y	Y
2212850	554-01	AMHERST	Urban - Minor Arte	YOUNGS ROAD	ELLICOTT CREEK	1	90	41	43	1984	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	B		No	Y	Y				Y	Y	Y
2212990	554-02	AMHERST	Urban - Minor Arte	YOUNGS ROAD	ELLICOTT CREEK BR	1	26	24.2	29.1	1946	Reinf Conc. Slab	Unpainted	NONE	ASPHALT	B		No	Y	Y				Y	Y	Y
3326230	002-01	AMHERST	Urban - Local	TONAWANDA CRK RD	TONAWANDA CR TRIB	1	34	30.1	32.9	1989	P.S.C. Voided Slabs	Unpainted	NONE	CONCRETE	C	FW	Yes	-	-			Y	N	Y	Y
3326240	002-02	AMHERST	Urban - Local	TONAWANDA CK ROAD	RANSOM CREEK	2	152	28	30	1985	Steel Multi-Girder	Weathering Steel	CONCRETE	ASPHALT	C		Yes	Y	Y				Y	Y	Y
3326300	087-03	AMHERST	Urban - Local	HOPKINS ROAD	RANSOM CREEK	1	74	32	36	1990	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	C		No	-	Y				Y	Y	Y
3326330	045-05	AMHERST	Urban - Local	DODGE ROAD	RANSOM CREEK	1	57	34	36.3	1983	P.S.C. Box Beams	Unpainted	CONCRETE	CONCRETE	C	FW	No	Y	-			Y	N	Y	Y
3326360	186-02	AMHERST	Urban - Collector	NEW ROAD	RANSOM CREEK	1	80	29.5	31.6	1929	Steel Multi-Girder	Weathering Steel	NONE	CONCRETE	C	FW	No	Y	Y				Y	Y	Y
3326390	192-01	AMHERST	Urban - Other Prin	MAPLE ROAD (CR 192)	ELLICOTT CREEK	2	120	68	82	1968	P.S.C. Box Beams	Unpainted	NONE	ASPHALT	B		No	-	Y				Y	Y	Y
3326710	294-02	AMHERST	Urban - Minor Arte	NORTH FOREST ROAD	ELLICOTT CREEK	1	127	31.5	39.7	2001	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	B		No	-	Y				Y	Y	Y
3326720	295-02	AMHERST	Urban - Collector	CASEY ROAD (CR 295)	GOT CREEK	1	45	40	42.3	1981	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	C(T)		No	Y	-			Y	N	Y	Y
3326730	727	AMHERST	Urban - Local	DANN ROAD	BLACK CREEK	1	42	28	33.3	1960	Steel Multi-Girder	Not Lead Based	CONCRETE	CONCRETE	C	FW	No	Y	Y				Y	Y	Y
3326740	297-02	AMHERST	Urban - Collector	SMITH ROAD	BLACK CREEK	1	76	29.5	33.1	2001	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	C		No	Y	Y				Y	Y	Y
3327130	290-01	AMHERST	Urban - Minor Arte	WEHRLE DRIVE	ELLICOTT CREEK	2	102	42	53.2	1987	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	B		No	-	Y				Y	Y	Y
3328860	704	AMHERST	Urban - Local	GLEN AVENUE	ELLICOTT CREEK	1	96	27.9	45.9	2006	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	B		No	-	Y				Y	Y	Y
3367090	301-01	AMHERST	Urban - Minor Arte	SWEET HOME ROAD	DIVERSION CHANNEL	2	184	48	60	1982	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	B		No	Y	Y				Y	Y	Y
3367970	299-01	AMHERST	Urban - Minor Arte	EAST ROBINSON ST.	TRIB. ELLICOTT CR	1	26	38.8	53.2	2014	Conc. Box Culvert	Unpainted	NONE	ASPHALT	C		No	Y	Y				Y	Y	Y
3327920	033-02	AURORA	Urban - Collector	CENTER ST./CR 12	EAST BRANCH CAZENOVIA CRK	1	120	36	39	1991	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	B		No	Y	Y				Y	Y	Y
3327940	047-05	AURORA	Urban - Local	MILL ROAD (CR 47)	EAST BRANCH CAZENOVIA CRK	1	80	34.1	42.3	2002	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	B		No	Y	Y				Y	Y	Y
3327950	047-01	AURORA	Rural - Local (Inclu	MILL ROAD (CR 47)	WEST BRANCH CAZENOVIA CRK	2	184	30	32	1984	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	B		Yes	Y	-			Y	N	Y	Y
3327970	067-03	AURORA	Rural - Major (Colle	EMERY ROAD (CR 67)	EAST BRANCH CAZENOVIA CRK	3	186	28	34	1989	Steel Multi-Girder	Weathering Steel	NONE	CONCRETE	B		No	Y	Y				Y	Y	Y
3327980	085-02	AURORA	Rural - Local (Inclu	BLAKELEY CORNERS RD	EAST BRANCH CAZENOVIA CRK	3	105	28	30	1992	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	B		No	Y	Y				Y	Y	Y
3327990	144-01	AURORA	Rural - Local (Inclu	WEST FALLS ROAD	WEST BRANCH CAZENOVIA CRK	2	102	28	36	1993	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	B		Yes	Y	-			Y	N	Y	Y
3328040	241-01	AURORA	Urban - Minor Arte	MAPLE ROAD (CR 241)	TANNERY BROOK	1	28	26	51	1963	Reinf Conc. Slab	Unpainted	NONE	ASPHALT	C		No	-	Y				Y	Y	Y
3328090	368-03	AURORA	Urban - Collector	JEWETT-HOLMWOOD	WEST BRANCH CAZENOVIA CRK	2	158	37	39	1958	Steel Multi-Girder	Not Lead Based	CONCRETE	ASPHALT	B		Yes	Y	Y				Y	Y	Y
3328100	368-04	AURORA	Urban - Collector	JEWETT HOLMWOOD	EAST BRANCH CAZENOVIA CRK	3	189	36.8	39	1959	Steel Multi-Girder	Not Lead Based	CONCRETE	CONCRETE	B		Yes	Y	Y				Y	Y	Y
3328110	373-04	AURORA	Urban - Local	'GROVER ROAD (CR 373)	WEST BRANCH CAZENOVIA CRK	3	142	25.1	27.2	1930	Girder/Floorbeam	Not Lead Based	CONCRETE	CONCRETE	B		No	Y	Y				Y	Y	Y
3328120	377-01	AURORA	Urban - Collector	WILLARDSHIRE ROAD	CAZENOVIA CREEK	2	239	28	30	1988	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	B		Yes	Y	Y				Y	Y	Y
3328130	379-02	AURORA	Rural - Local (Inclu	DARLING ROAD (CR 379)	EAST BRANCH CAZENOVIA CRK	1	87	29.3	31.3	1960	Steel Multi-Girder	Not Lead Based	CONCRETE	CONCRETE	B		No	Y	Y				Y	Y	Y
3328220	006-01B	AURORA	Urban - Minor Arte	PINE STREET (CR 6)	TANNERY ROAD	1	23	27.3	58.5	1962	Reinf Conc. Slab	Unpainted	NONE	ASPHALT	C		No	-	Y				Y	Y	Y
3328760	706	AURORA	Rural - Local (Inclu	TANNERY ROAD	WEST BRANCH CAZENOVIA CRK	3	168	24	30	1933	Steel Multi-Girder	Not Lead Based	CONCRETE	ASPHALT	B	FW	Yes	Y	Y				Y	Y	Y

Special Conditions - Stream Classifications
All streams have no prohibited dates per NYSDEC Letter Dated April 10, 2024.

The Contractor is advised all requirments of the specifications shall be adhered to. No large volumes of dirt, grit or sediment shall be dropped into the water. Large piles of dirt and grit shall be disposed of in an upland vegetated location above high water as determined by the Engineer in the field.

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3. All below deck surfaces (Bridge Seats, Bearings, Abutments and Wingwalls) shall be washed at all bridges, as applicable.
4. For the MAJORITY OF STEEL BRIDGES, under Item 641.51011016, the portions of the Below Deck Steel shall also be washed when washing the abutments & bridge seats, but only wash those steel components which are readily accessible from the ground, such as the ends of the girders, end X-frames, and the bearings. No ladders or other special access is required to wash the girders or steel components, under Item 641.51011016 .
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6. For 6 bridges listed under item 641.51011116, (5 trusses) full power-washing of the below deck steel will be required.
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Erie County Highway Bridge Washing & Deck Sealing Program P.I.N 5764.16

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A - best usage for a source of drinking water, swimming , other recreation, & fishing
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BIN	Local Bridge Number	Political Unit Name	Functional Class.	Carried Feature Description	Feature Crossed Description	Total Number of Spans	Bridge Length (ft)	Curb-to-Curb (ft)	Out-to-Out (ft)	Year Built	Superstructure Type	Paint Coating Type	Deck Material	Wearing Surface	ENVIROMENTAL: Stream Class.	ENVIROMENTAL: Wetlands in vicinity of bridge	ENVIROMENTAL: Rare Plant/Animal [Threat. Species]	ITEM 621.05 CLEAN, GRADE AND RESHAPE EXIST. ROADSIDE SECTION	ITEM 641.51011016 MAINTENANCE CLEANING & WASHING OF BRIDGES < 500 FT POWER WASH CONCRETE SURFACES (SEE BRIDGE WASHING NOTES)	ITEM 641.51011116 MAINTENANCE CLEANING & WASHING OF BRIDGES < 500 FT POWER WASH CONCRETE & STEEL SURFACES (SEE BRIDGE WASHING NOTES)	ITEM 641.51021016 MAINTENANCE CLEANING & WASHING OF BRIDGES > 500 FT POWER WASH CONCRETE SURFACES NO WASH STEEL SURFACES, EXCEPT AS NOTED (SEE BRIDGE WASHING NOTES)	ITEM 559.03 PROTECTIVE SEALING OF EXISTING STRUCTURAL CONCRETE AND EXISTING BRIDGE DECKS (SEE BRIDGE WASHING NOTES)	Bridge Washing Required: TOP SIDE	Bridge Washing Required: UNDER BRIDGE	Bridge Washing Required: WINGWALLS
1041620	227-01	BOSTON	Rural - Major (Coll	SPRINGV'LE-BOSTON	LANDON BROOK	1	50	44	46.5	1978	P.S.C. Box Beams	Unpainted	NONE	ASPHALT	A		Yes	Y	Y				Y	Y	Y
1041630	227-04	BOSTON	Urban - Collector	BOSTON STATE ROAD	ANTHONY GULF	1	36	31	33	1929	P.S.C. Box Beams	Unpainted	NONE	ASPHALT	A		No	Y	Y				Y	Y	Y
1041640	227-06	BOSTON	Urban - Collector	BOSTON STATE ROAD	IRISH GULF	1	41	48	50	1976	P.S.C. Box Beams	Unpainted	NONE	ASPHALT	A		Yes	Y	Y				Y	Y	Y
3327540	543-01	BOSTON	Urban - Collector	MILL STREET	EIGHTEEN MILE CRK	1	70	24	30	1953	Steel Multi-Girder	Not Lead Based	CONCRETE	ASPHALT	A		No	Y	Y				Y	Y	Y
3327600	437-01	BOSTON	Urban - Local	ZIMMERMAN RD (CR 437)	EIGHTEEN MILE CRK	1	76	38.9	41	1987	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	A		Yes	Y	Y				Y	Y	Y
3327610	729	BOSTON	Urban - Local	PATCHIN ROAD	EIGHTEEN MILE CRK	1	77	28	31.1	1991	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	A		No	Y	Y				Y	Y	Y
3327750	472-01	BOSTON	Urban - Collector	ECKHARDT ROAD	EIGHTEEN MILE CRK	1	82	29.9	33.1	2003	P.S.C. Box Beams	Unpainted	CONCRETE	CONCRETE	A		Yes	Y	Y				Y	Y	Y
3327840	707	BOSTON	Urban - Local	HILLCROFT DR.	EIGHTEEN MILE CRK	1	101	26	29.3	2020	Steel Multi-Girder	Not Lead Based	CONCRETE	CONCRETE	A		No	Y	Y				Y	Y	Y
3368440	233-04	BOSTON	Urban - Collector	WEST TILLEN ROAD	EIGHTEEN MILE CRK	1	123	34	36	1994	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	A		No	Y	Y				Y	Y	Y
3328560	420-02	BOSTON	Rural - Local (Inclu	TREVETT ROAD	EIGHTEEN MILE CRK	1	83	32	35.3	2020	Steel Multi-Girder	Galvanized	CONCRETE	CONCRETE	A		No	Y	Y				Y	Y	Y
3367980	491-01	BRANT	Rural - Local (Inclu	CAIN RD C.R 491	DELAWARE CREEK	1	24	31	34.7	2011	Precast Box Culvert	Unpainted	NONE	ASPHALT	C(TS)	FW	Yes	Y	Y				Y	Y	Y
3327000	319-01	CHEEKTOWAGA	Urban - Local	ROWLEY ROAD	CAYUGA CREEK	3	153	32.5	34.4	1998	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	C		Yes	-	Y				Y	Y	Y
3327160	317-01	CHEEKTOWAGA	Urban - Minor Arte	DICK ROAD CR 317	SCAJAQUADA CREEK	1	33	68.1	85.1	1953	C.I.P. Conc. Frame	Unpainted	NONE	ASPHALT	B		No	Y	Y				Y	Y	Y
3327200	321-04	CHEEKTOWAGA	Urban - Minor Arte	FRENCH ROAD	SLATE BOTTOM CRK	1	37	58	68.5	1967	P.S.C. Voided Slabs	Unpainted	NONE	ASPHALT	C		Yes	-	Y				Y	Y	Y
3327210	322-01	CHEEKTOWAGA	Urban - Minor Arte	BORDEN ROAD	SLATE BOTTOM CK.	1	37	40.4	57.4	1976	P.S.C. Voided Slabs	Unpainted	NONE	ASPHALT	C		Yes	-	Y				Y	Y	Y
3327220	322-03	CHEEKTOWAGA	Urban - Minor Arte	BORDEN ROAD	CAYUGA CREEK	2	129	40	51	1931	Concrete Arch	Unpainted	NONE	ASPHALT	C		Yes	Y	Y				Y	Y	Y
3327230	324-01A	CHEEKTOWAGA	Urban - Minor Arte	AERO DRIVE	ELLICOTT CREEK	1	87	24	25.4	1936	Steel Pony Truss	Not Lead Based	CONCRETE	CONCRETE	B		No	Y	-	Y		Y	N	Y	Y
3328730	523-01	CHEEKTOWAGA	Urban - Minor Arte	COMO PARK BLVD	CAYUGA CREEK	3	174	44	51.3	1984	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	C		No	Y	-			Y	N	Y	Y
3362760	316-05	CHEEKTOWAGA	Urban - Minor Arte	GEORGE URBAN BLVD	SCAJAQUADA CREEK	1	32	44	73.3	1977	C.I.P. Conc. Box	Unpainted	NONE	ASPHALT	B		No	-	Y				Y	Y	Y
3326430	217-01	CLARENCE	Urban - Collector	CLARENCE CENTER RD	GOT CREEK	1	27	32.2	35.4	2015	Precast Conc. Frame	Unpainted	NONE	ASPHALT	C		No	Y	Y				Y	Y	Y
3326690	283-01	CLARENCE	Urban - Local	HEISE ROAD (CR 283)	RANSOM CREEK	1	38	32.3	35.6	2019	Precast Conc. Frame	Concrete	NONE	ASPHALT	C		No	Y	Y				Y	Y	Y
3326800	560-02	CLARENCE	Rural - Major (Coll	SALT ROAD (CR 560)	BEEMAN CREEK	1	28	30	33.3	2017	Precast Conc. Frame	Unpainted	NONE	ASPHALT	C		No	Y	Y				Y	Y	Y
3326810	560-04	CLARENCE	Rural - Major (Coll	SALT ROAD (CR 560)	BEEMAN CREEK	1	50	30	33.3	2017	Precast Conc. Frame	Unpainted	NONE	ASPHALT	C		No	Y	Y				Y	Y	Y
3326280	024-03	CLARENCE	Rural - Local (Inclu	LAPP ROAD (CR 24)	BEEMAN CREEK	1	26	26.9	35.8	2004	Precast Box Culvert	Unpainted	NONE	ASPHALT	C	W	Yes	Y	Y				Y	Y	Y
3326290	024-04	CLARENCE	Rural - Local (Inclu	LAPP ROAD (CR 24)	BEEMAN CREEK	1	38	26.9	30.2	2004	Precast Box Culvert	Unpainted	NONE	ASPHALT	C	FW	Yes	Y	Y				Y	Y	Y
3326310	043-01	CLARENCE	Rural - Minor (Coll	RAPIDS ROAD	BEEMAN CREEK	1	50	34.5	37.3	2010	Precast Conc. Arch	Unpainted	NONE	ASPHALT	C	FW	No	Y	Y				Y	Y	Y
3326340	068-01	CLARENCE	Urban - Collector	STAHLEY ROAD	RANSOM CREEK	1	37	30.4	32	1992	Precast Conc. Frame	Unpainted	NONE	ASPHALT	C(T)	FW	No	Y	Y				Y	Y	Y
3326410	216-03	CLARENCE	Rural - Local (Inclu	GOODRICH ROAD	BLACK CREEK	1	36	24	27.3	2014	Precast Conc. Frame	Unpainted	NONE	ASPHALT	C		No	Y	Y				Y	Y	Y
3326440	217-02	CLARENCE	Urban - Collector	CLARENCE CTR ROAD	RANSOM CREEK	1	63	31.5	33.5	1998	P.S.C. Box Beams	Unpainted	NONE	ASPHALT	C		No	-	Y				Y	Y	Y
3326460	247-01	CLARENCE	Urban - Local	WOLCOTT ROAD	BLACK CREEK	1	47	30.8	33	1987	P.S.C. Voided Slabs	Unpainted	NONE	CONCRETE	C		No	-	Y				Y	Y	Y
3326470	247-04	CLARENCE	Rural - Local (Inclu	WOLCOTT ROAD	BLACK CREEK	2	33	40	43	1976	Precast Box Culvert	Unpainted	NONE	ASPHALT	C(T)	FW	No	-	Y				Y	Y	Y
3326640	269-01	CLARENCE	Urban - Collector	STRICKLER RD	RANSOM CREEK	1	31	33	35	1989	P.S.C. Voided Slabs	Unpainted	NONE	CONCRETE	C(T)		Yes	Y	Y				Y	Y	Y
3326650	279-02	CLARENCE	Urban - Collector	SHIMERVILLE ROAD	GOT CREEK	2	23	34.4	36.4	1987	Precast Box Culvert	Unpainted	NONE	ASPHALT	C(T)		No	Y	Y				Y	Y	Y
3326660	280-01	CLARENCE	Urban - Collector	NEWHOUSE ROAD	GOT CREEK	1	26	28.2	30.8	1999	Precast Box Culvert	Unpainted	NONE	ASPHALT	C(T)		No	-	Y				Y	Y	Y
3326670	282-01	CLARENCE	Urban - Minor Arte	COUNTY ROAD (CR 282)	RANSOM CREEK	1	38	29.6	33.8	1953	Encased Steel Girders	Concrete	CONCRETE	ASPHALT	C		No	Y	Y				Y	Y	Y
3326700	285-02	CLARENCE	Rural - Local (Inclu	KELLER ROAD (CR 285)	BEEMAN CREEK	1	33	24	30.3	1954	C.I.P. Conc. Frame	Unpainted	NONE	ASPHALT	C	FW	No	Y	Y				Y	Y	Y
3367020	037-06	CLARENCE	Urban - Minor Arte	GREINER RD (CR 37)	RANSOM CREEK	1	22	40	43	1980	C.I.P. Conc. Box	Unpainted	NONE	ASPHALT	C(T)		No	Y	Y				Y	Y	Y
3213110	711	COLDEN	Rural - Local (Inclu	BURR ROAD	WEST BR. CAZENOVIA CRK	1	112	20	22.5	1988	Steel Pony Truss	Weathering Steel	STEEL PLA	ASPHALT	B		No	Y	-	Y			Y	Y	Y
3328240	562-01	COLDEN	Rural - Local (Inclu	HEATH ROAD	WEST BR. CAZENOVIA CRK	1	123	30.2	37.2	1997	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	B		No	Y	Y				Y	Y	Y
3328410	222-RR1	COLDEN	Rural - Major (Coll	BOSTON COLDEN RD	B & P RR (Abandoned)	3	93	24.2	33	1953	Steel Multi-Girder	Not Lead Based	CONCRETE	ASPHALT	RR (Abandoned)		No	Y	Y				Y	Y	Y
3328420	710	COLDEN	Rural - Local (Inclu	MURRAY HILL ROAD	WEST BR. CAZENOVIA CRK	1	86	24	27	1935	Steel Pony Truss	Not Lead Based	CONCRETE	ASPHALT	B		No	Y	-	Y			Y	Y	Y
3328340	498-01	COLLINS	Rural - Minor (Coll	QUAKER STREET	NORTH BRANCH CLEAR CREEK	1	135	30	33.3	2019	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	C(TS)		Yes	Y	Y				Y	Y	Y
3328320	503-01	COLLINS	Urban - Local	TAYLOR HOLLOW RD	SOUTH BRANCH CLEAR CREEK	3	166	26	33	1958	Steel Multi-Girder	Not Lead Based	CONCRETE	ASPHALT	C(TS)		Yes	Y	Y				Y	Y	Y
3328330	503-02	COLLINS	Urban - Local	TAYLOR HOLLOW RD	NORTH BRANCH CLEAR CREEK	2	114	26	33	1958	Steel Multi-Girder	Not Lead Based	CONCRETE	ASPHALT	C(TS)		Yes	Y	Y				Y	Y	Y
3328590	487-02	COLLINS	Rural - Local (Inclu	JENNINGS ROAD	SOUTH BRANCH CLEAR CREEK	1	45	-	-	2002	Precast Conc. Arch	Unpainted	NONE	ASPHALT	C(TS)		Yes	Y	Y				Y	Y	Y
3328600	487-06	COLLINS	Rural - Minor (Coll	JENNINGS ROAD	NORTH BRANCH CLEAR CREEK	3	307	32	34	1997	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	C		Yes	Y	Y				Y	Y	Y

Special Conditions - Stream Classifications
All streams have no prohibited dates per NYSDEC Letter Dated April 10, 2024.

The Contractor is advised all requirments of the specifications shall be adhered to. No large volumes of dirt, grit or sediment shall be dropped into the water. Large piles of dirt and grit shall be disposed of in an upland vegetated location above high water as determined by the Engineer in the field.

Schedule Notes:
1. Any bridge washing that occurs in 2025 shall conclude on October 31st, 2025, unless given written permission from the Engineer.
   Any bridge washing that occurs in 2026 shall begin after April 15, 2026 or after the last anticipated salting of Erie County roads as directed by the Engineer.

Bridge Washing Notes:
1. New 641.510xyz16 Specifications are in effect for this Contract per EI 19-002.
2. Contractor may use Power Washing (>100 Gal/Minute) or Pressure Washing (1,750 psi) with approval of Engineer
3. All below deck surfaces (Bridge Seats, Bearings, Abutments and Wingwalls) shall be washed at all bridges, as applicable.
4. For the MAJORITY OF STEEL BRIDGES, under Item 641.51011016, the portions of the Below Deck Steel shall also be washed when washing the abutments & bridge seats, but only wash those steel components which are readily accessible from the ground, such as the ends of the girders, end X-frames, and the bearings. No ladders or other special access is required to wash the girders or steel components, under Item 641.51011016 .
5. Take special care to wash all dirt off the Fascia Bearings and fully wash the Fascia Girders as best as practicable, without the need for access equipment..
6. For 6 bridges listed under item 641.51011116, (5 trusses) full power-washing of the below deck steel will be required.
7. The removal of dirt, grit and anti-skid material from the shoulders will be paid sepaaretly under Item 621.05 as directed by the Engineer.
8. Contractor shall wash & seal existing deck and approaches accordance with standard specification and/or manufacturer's written instructions.
   (Note: Bridges that are to be sealed will also include washing underbridge and wingwalls (Reference to Item 641.510XYZ16, if required, as shown in table.)
   Cost for sealing and washing bridge will only be paid for once, and cost to be included under Item 559.03.

Erie County Highway Bridge Washing & Deck Sealing Program P.I.N 5764.16

Stream Classification Definitions:
A - best usage for a source of drinking water, swimming , other recreation, & fishing
B - indicates a best usage for swimming, recreation, fishing
C - indicates best usage for fishing
(T) - indicates Trout Stream
(TS) - indicates Trout Spawning
D - indicates best usage of fishing, but will not support fish propagation
RR - No Stream, Bridge Crosses a railroad

BIN	Local Bridge Number	Political Unit Name	Functional Class.	Carried Feature Description	Feature Crossed Description	Total Number of Spans	Bridge Length (ft)	Curb-to-Curb (ft)	Out-to-Out (ft)	Year Built	Superstructure Type	Paint Coating Type	Deck Material	Wearing Surface	ENVIROMENTAL: Stream Class.	ENVIROMENTAL: Wetlands in vicinity of bridge	ENVIROMENTAL: Rare Plant/Animal [Threat. Species]	ITEM 621.05 CLEAN, GRADE AND RESHAPE EXIST. ROADSIDE SECTION	ITEM 641.51011016 MAINTENANCE CLEANING & WASHING OF BRIDGES < 500 FT POWER WASH CONCRETE SURFACES (SEE BRIDGE WASHING NOTES)	ITEM 641.51011116 MAINTENANCE CLEANING & WASHING OF BRIDGES < 500 FT POWER WASH CONCRETE & STEEL SURFACES (SEE BRIDGE WASHING NOTES)	ITEM 641.51021016 MAINTENANCE CLEANING & WASHING OF BRIDGES > 500 FT POWER WASH CONCRETE SURFACES NO WASH STEEL SURFACES, EXCEPT AS NOTED (SEE BRIDGE WASHING NOTES)	ITEM 559.03 PROTECTIVE SEALING OF EXISTING STRUCTURAL CONCRETE AND EXISTING BRIDGE DECKS (SEE BRIDGE WASHING NOTES)	Bridge Washing Required: TOP SIDE	Bridge Washing Required: UNDER BRIDGE	Bridge Washing Required: WINGWALLS
1041600	228-08	CONCORD	Rural - Major (Coll	SPRINGVILLE-BOSTON RD	EIGHTEEN MILE CRK	1	38	33.5	60	1999	Precast Conc. Arch	Unpainted	NONE	ASPHALT	A(T)		No	Y	Y				Y	Y	Y
1041610	228-10	CONCORD	Rural - Major (Coll	SPRINGVILLE-BOSTON	EIGHTEEN MILE CRK	1	38	32.2	37.9	1989	Precast Conc. Arch	Unpainted	NONE	ASPHALT	A(T)		No	Y	Y				Y	Y	Y
3328430	457-09	CONCORD	Rural - Minor (Coll	ZOAR VALLEY ROAD	SPOONER CREEK	1	64	24.2	30	1956	Steel Multi-Girder	Not Lead Based	CONCRETE	ASPHALT	C(TS)	FW	Yes	Y	Y				Y	Y	Y
3328550	433-01	CONCORD	Rural - Local (Inclu	MORSE ROAD (CR 433)	BR.CAZENOVIA CRK.	1	62	32	37	1970	Steel Multi-Girder	Weathering Steel	CONCRETE	ASPHALT	B		No	Y	-			Y	N	Y	Y
3328630	519-01	CONCORD	Rural - Local (Inclu	FOWLERVILLE ROAD	EIGHTEENMILE CRK	1	57	28	30	1990	P.S.C. Box Beams	Unpainted	CONCRETE	CONCRETE	A(T)		No	Y	Y				Y	Y	Y
3367370	415-03	CONCORD	Rural - Local (Inclu	CONCORD ROAD	SPOONER CREEK	1	24	24	27	1931	C.I.P. Conc. Box	Unpainted	NONE	ASPHALT	C(TS)	FW	No	Y	Y				Y	Y	Y
3367810	416-01	CONCORD	Rural - Local (Inclu	ADAMS ROAD (CR 416)	SPRING BROOK	2	23	-	-	1988	Precast Conc. Box	Unpainted	NONE	ASPHALT	B		No	Y	Y				Y	Y	Y
3368110	050-02	CONCORD	Rural - Local (Inclu	WYANDALE ROAD	SB EIGHTEEN MI CK	2	24	-	-	1990	Precast Conc. Box	Unpainted	NONE	ASPHALT	C(TS)		No	Y	Y				Y	Y	Y
3327620	446-07	EDEN	Rural - Local (Inclu	NEW OREGON ROAD	SOUTH BR. 18 MILE CRK	1	84	27.8	30	1994	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	B		No	Y	-			Y	N	Y	Y
3327760	474-01	EDEN	Urban - Local	BLEY ROAD (CR 474)	SOUTH BR. 18 MILE CRK	1	138	28	30	1988	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	B(T)		Yes	Y	Y				Y	Y	Y
3327810	488-01	EDEN	Urban - Collector	EAST CHURCH ST (CR 488	SOUTH BR. 18 MILE CRK	3	308	33.5	36.7	2002	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	B		Yes	Y	Y				Y	Y	Y
3327850	714	EDEN	Rural - Local (Inclu	KELLER ROAD	HAMPTON BROOK	1	106	28	30	1990	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	B		Yes	Y	Y				Y	Y	Y
3327890	715	EDEN	Rural - Local (Inclu	CLARKSBURG ROAD	SOUTH BR. 18 MILE CRK	1	105	14.3	16.5	1911	Steel Thru Truss	Not Lead Based	TIMBER	ASPHALT	B		Yes	Y	-	Y			Y	Y	Y
1048310	574-03	ELMA	Urban - Collector	JAMISON ROAD	BUFFALO CREEK	1	178	28.7	32	2016	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	B		Yes	-	-			Y	N	Y	Y
3327310	336-01	ELMA	Urban - Collector	GIRDLE ROAD CR336	BUFFALO CREEK	3	220	30	33.3	1948	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	B		Yes	Y	-			Y	N	Y	Y
3327100	242-01	ELMA	Urban - Minor Arte	BOWEN ROAD (CR 242)	BUFFALO CREEK	1	124	34	36	1995	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	B		Yes	Y	Y				Y	Y	Y
3327110	243-01	ELMA	Urban - Minor Arte	AURORA STREET	SLATE BOTTOM CR	1	25	40	43	1977	C.I.P. Conc. Box	Unpainted	NONE	ASPHALT	C	FW	Yes	Y	Y				Y	Y	Y
3327240	327-02	ELMA	Urban - Local	NORTH BLOSSOM RD	BUFFALO CREEK	1	148	24	26.8	1953	Steel Thru Truss	Not Lead Based	CONCRETE	ASPHALT	B		Yes	Y	-	Y			Y	Y	Y
3327250	328-02	ELMA	Urban - Local	WINSPEAR ROAD	BUFFALO CREEK	1	134	28	30	1997	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	B		Yes	Y	Y				Y	Y	Y
3327260	330-04	ELMA	Rural - Minor (Coll	BULLIS ROAD	BUFFALO CREEK	4	524	28	36.2	1967	Steel Multi-Girder	Lead Based	CONCRETE	ASPHALT	B		Yes	Y	-		Y		Y	Y	Y
3327270	330-03	ELMA	Urban - Collector	BULLIS ROAD	POND BROOK	1	82	36	43	1970	Steel Multi-Girder	Weathering Steel	CONCRETE	ASPHALT	B		Yes	Y	Y				Y	Y	Y
3327290	333-01	ELMA	Urban - Local	HALL ROAD (CR 333)	LITTLE BUFFALO CK	1	44	33.5	34.8	2003	Precast Conc. Arch	Unpainted	NONE	ASPHALT	C		Yes	Y	Y				Y	Y	Y
3327300	335-01	ELMA	Rural - Local (Inclu	TOWNLINE ROAD	LITTLE BUFFALO CK	1	50	37	45	1977	P.S.C. Box Beams	Unpainted	NONE	ASPHALT	C(T)		Yes	Y	Y				Y	Y	Y
3327960	728	ELMA	Urban - Collector	NORTHRUP ROAD	CAZENOVIA CREEK	2	165	28	36	1979	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	B		Yes	Y	Y				Y	Y	Y
1045740	009-04	EVANS	Urban - Collector	NORTH MAIN STREET	BIG SISTER CREEK	1	88	29.5	38.4	2003	P.S.C. Box Beams	Unpainted	CONCRETE	CONCRETE	C(CT)		Yes	Y	Y				Y	Y	Y
3327390	041-01	EVANS	Rural - Local (Inclu	VERSAILLES PLANK	BIG SISTER CREEK	2	116	34	37	1928	Girder/Floorbeam	Not Lead Based	CONCRETE	CONCRETE	C		Yes	Y	Y				Y	Y	Y
3327400	041-02	EVANS	Rural - Local (Inclu	VERSAILLES PLANK	BIG SISTER CKTRIB	1	30	28	30	1937	C.I.P. Conc. Arch	Unpainted	NONE	ASPHALT	C		Yes	Y	Y				Y	Y	Y
3327450	111-06	EVANS	Urban - Collector	LAKE SHORE ROAD	BIG SISTER CREEK	1	115	31.5	34.8	2000	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	C(CT)		Yes	Y	Y				Y	Y	Y
3327480	111-01	EVANS	Urban - Collector	LAKE SHORE ROAD	MUDDY CREEK	1	38	27.6	40	2001	Precast Conc. Arch	Unpainted	NONE	ASPHALT	B		Yes	-	Y				Y	Y	Y
3327490	111-05	EVANS	Urban - Collector	LAKE SHORE ROAD	DELAWARE CREEK	1	44	37.5	40.7	2006	Precast Conc. Arch	Unpainted	NONE	ASPHALT	B(TS)		Yes	-	Y				Y	Y	Y
3327500	111-07	EVANS	Urban - Collector	LAKE SHORE ROAD	LITTLE SISTER CREEK	1	34	20.6	24	1927	Encased Steel Girders	Concrete	CONCRETE	ASPHALT	B		Yes	Y	Y				Y	Y	Y
3327770	477-01	EVANS	Urban - Local	DELAMATER ROAD	BIG SISTER CREEK	1	102	30	40	1953	Steel Multi-Girder	Not Lead Based	CONCRETE	ASPHALT	C(CT)		Yes	-	Y				Y	Y	Y
3327780	477-04	EVANS	Urban - Local	DELAMATER ROAD	LITTLE SISTER CREEK	1	37	32	34	1991	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	C	FW	Yes	Y	Y				Y	Y	Y
3327790	127-04	EVANS	Urban - Collector	LAKESHORE ROAD	EIGHTEEN MILE CK.	1	182	28	34	1990	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	B(T)		Yes	Y	Y				Y	Y	Y
3327820	490-02	EVANS	Urban - Local	PONTIAC ROAD	BIG SISTER CREEK	1	75.6	28	30.8	2020	Steel Multi-Girder	Galvanized	CONCRETE	CONCRETE	C		No	Y	Y				Y	Y	Y
3327860	716	EVANS	Rural - Local (Inclu	RYTHER ROAD (TH 297)	BIG SISTER CREEK	1	77	24	30	1955	Steel Multi-Girder	Not Lead Based	CONCRETE	ASPHALT	C		Yes	Y	Y				Y	Y	Y
3362250	221-01	EVANS	Urban - Collector	BEACH ROAD / EDEN-EVANS CTR RD	BIG SISTER CREEK	1	97	39.2	42.5	1975	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	C(CT)		Yes	Y	-			Y	N	Y	Y
3326500	249-02	GRAND ISLAND	Urban - Minor Arte	BASELINE ROAD	TRIB WOODS CREEK	1	36	35.4	38.7	2000	Precast Conc. Frame	Unpainted	NONE	ASPHALT	B	FW	Yes	-	Y				Y	Y	Y
3326790	249-03	GRAND ISLAND	Urban - Collector	BASELINE ROAD	WOODS CREEK	1	75	38	41.3	2000	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	B	FW	Yes	-	Y				Y	Y	Y
3327470	110-01	HAMBURG	Urban - Collector	NEWTON ROAD (CR 110)	NEUMAN CREEK	1	25	20.7	24	1920	Encased Steel Girders	Concrete	CONCRETE	ASPHALT	A	FW	Yes	Y	Y				Y	Y	Y
3327550	200-02	HAMBURG	Urban - Minor Arte	LAKE AVENUE	SOUTH BR SMOKES CREEK	1	46	52	62	1972	Steel Multi-Girder	Weathering Steel	CONCRETE	ASPHALT	C		Yes	Y	Y				Y	Y	Y
3327590	220-02	HAMBURG	Urban - Collector	EAST EDEN ROAD	EIGHTEEN MILE CK.	2	149	28	42	1931	Girder/Floorbeam	Not Lead Based	CONCRETE	CONCRETE	A		Yes	-	Y				Y	Y	Y
3327910	225-05	HOLLAND	Rural - Local (Inclu	SAVAGE ROAD	EAST BRANCH CAZENOVIA CRK	1	45	30.2	32.3	1995	Precast Conc. Arch	Unpainted	NONE	ASPHALT	C(T)		No	Y	Y				Y	Y	Y
3328030	240-02	HOLLAND	Rural - Minor (Coll	HOLLAND-GLENWOOD	EAST BRANCH CAZENOVIA CRK	1	90	28.5	36.5	1991	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	B		No	Y	Y				Y	Y	Y
3328280	531-RR2	HOLLAND	Rural - Local (Inclu	SO.PROTECTION RD	NORFOLK SO/B&P RR	3	138	29.4	32.6	1990	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	RR		No	Y	Y				Y	No -- RR	Y
3328780	718	HOLLAND	Rural - Local (Inclu	NORTH CANADA ST.	EAST BRANCH CAZENOVIA CK	1	78	26	28	1992	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	B		No	Y	Y				Y	Y	Y
3328790	717	HOLLAND	Rural - Local (Inclu	PARKER ROAD	HUNTER CREEK	1	32	25	30.3	1961	P.S.C. Box Beams	Unpainted	NONE	ASPHALT	B		No	Y	Y				Y	Y	Y
3327420	004-03	LACKAWANNA	Urban - Minor Arte	ABBOTT ROAD	SMOKES CREEK	1	72	45.9	58	1990	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	C		Yes	-	Y				Y	Y	Y
3327539	187-01	LACKAWANNA	Urban - Minor Arte	WILLET RD	SOUTH BR SMOKES CREEK	1	54	40	51	1981	Steel Multi-Girder	Not Lead Based	CONCRETE	ASPHALT	C		Yes	-	Y				Y	Y	Y

Special Conditions - Stream Classifications
All streams have no prohibited dates per NYSDEC Letter Dated April 10, 2024.

The Contractor is advised all requirments of the specifications shall be adhered to. No large volumes of dirt, grit or sediment shall be dropped into the water. Large piles of dirt and grit shall be disposed of in an upland vegetated location above high water as determined by the Engineer in the field.

Schedule Notes:
1. Any bridge washing that occurs in 2025 shall conclude on October 31st, 2025, unless given written permission from the Engineer.
   Any bridge washing that occurs in 2026 shall begin after April 15, 2026 or after the last anticipated salting of Erie County roads as directed by the Engineer.

Bridge Washing Notes:
1. New 641.510xyz16 Specifications are in effect for this Contract per EI 19-002.
2. Contractor may use Power Washing (>100 Gal/Minute) or Pressure Washing (1,750 psi) with approval of Engineer
3. All below deck surfaces (Bridge Seats, Bearings, Abutments and Wingwalls) shall be washed at all bridges, as applicable.
4. For the MAJORITY OF STEEL BRIDGES, under Item 641.51011016, the portions of the Below Deck Steel shall also be washed when washing the abutments & bridge seats, but only wash those steel components which are readily accessible from the ground, such as the ends of the girders, end X-frames, and the bearings. No ladders or other special access is required to wash the girders or steel components, under Item 641.51011016 .
5. Take special care to wash all dirt off the Fascia Bearings and fully wash the Fascia Girders as best as practicable, without the need for access equipment..
6. For 6 bridges listed under item 641.51011116, (5 trusses) full power-washing of the below deck steel will be required.
7. The removal of dirt, grit and anti-skid material from the shoulders will be paid sepaaretly under Item 621.05 as directed by the Engineer.
8. Contractor shall wash & seal existing deck and approaches accordance with standard specification and/or manufacturer's written instructions.
   (Note: Bridges that are to be sealed will also include washing underbridge and wingwalls (Reference to Item 641.510XYZ16, if required, as shown in table.)
   Cost for sealing and washing bridge will only be paid for once, and cost to be included under Item 559.03.

Erie County Highway Bridge Washing & Deck Sealing Program P.I.N 5764.16

Stream Classification Definitions:
A - best usage for a source of drinking water, swimming , other recreation, & fishing
B - indicates a best usage for swimming, recreation, fishing
C - indicates best usage for fishing
(T) - indicates Trout Stream
(TS) - indicates Trout Spawning
D - indicates best usage of fishing, but will not support fish propagation
RR - No Stream, Bridge Crosses a railroad

BIN	Local Bridge Number	Political Unit Name	Functional Class.	Carried Feature Description	Feature Crossed Description	Total Number of Spans	Bridge Length (ft)	Curb-to-Curb (ft)	Out-to-Out (ft)	Year Built	Superstructure Type	Paint Coating Type	Deck Material	Wearing Surface	ENVIROMENTAL			ITEM 621.05 CLEAN, GRADE AND RESHAPE EXIST. ROADSIDE SECTION	ITEM 641.51011016 MAINTENANCE CLEANING & WASHING OF BRIDGES < 500 FT POWER WASH CONCRETE SURFACES **(SEE BRIDGE WASHING NOTES)**	ITEM 641.51011116 MAINTENANCE CLEANING & WASHING OF BRIDGES < 500 FT POWER WASH CONCRETE & STEEL SURFACES **(SEE BRIDGE WASHING NOTES)**	ITEM 641.51021016 MAINTENANCE CLEANING & WASHING OF BRIDGES > 500 FT POWER WASH CONCRETE SURFACES **NO WASH STEEL SURFACES, EXCEPT AS NOTED (SEE BRIDGE WASHING NOTES)**	ITEM 559.03 PROTECTIVE SEALING OF EXISTING STRUCTURAL CONCRETE AND EXISTING BRIDGE DECKS **(SEE BRIDGE WASHING NOTES)**	Bridge Washing Required		
															Stream Class.	Wetlands in vicinity of bridge	Rare Plant/Animal [Threat. Species]						TOP SIDE	UNDER BRIDGE	WINGWALLS
3326880	023-02	LANCASTER	Urban - Collector	PENORA STREET	CAYUGA CREEK	2	174	30	40	1954	Steel Multi-Girder	Weathering Steel	CONCRETE	ASPHALT	C		No	-	Y				Y	Y	Y
3326870	242-05	LANCASTER	Urban - Minor Arte	BOWEN ROAD (CR 242)	CAYUGA CREEK	2	134	40	42.6	1983	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	B		Yes	-	Y				Y	Y	Y
3326910	276-01	LANCASTER	Urban - Collector	HARRIS HILL ROAD	ELLICOTT CREEK	1	144	30	32	1993	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	B		No	Y	Y				Y	Y	Y
3326920	057-01	LANCASTER	Urban - Minor Arte	CENTRAL AVENUE	SCAJAQUADA CREEK	1	24	58	80	1940	Conc Box & Girders	Unknown	CONCRETE	ASPHALT	B		No	-	Y				Y	Y	Y
3326940	139-03	LANCASTER	Urban - Minor Arte	PAVEMENT ROAD	ELLICOTT CREEK	1	86	34	36	1990	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	B		No	Y	Y				Y	Y	Y
3326950	341-03	LANCASTER	Urban - Collector	CEMETERY ROAD	N BR PLUM BOTTOM	1	24	39.4	42.8	2011	Precast Box Culvert	Unpainted	NONE	ASPHALT	C		No	-	Y				Y	Y	Y
3327030	155-04	LANCASTER	Urban - Collector	RANSOM ROAD	BR CAYUGA CREEK	2	29	-	-	2001	Precast Box Culvert	Unpainted	NONE	ASPHALT	C	FW	No	Y	Y				Y	Y	Y
3327040	155-10	LANCASTER	Urban - Collector	RANSOM ROAD	ELLICOTT CREEK	1	111	28	30	1990	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	B		No	Y	-			Y	N	Y	Y
3327050	155-02	LANCASTER	Urban - Local	RANSOM ROAD	CAYUGA CREEK	2	158	31.8	35.1	2002	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	B		Yes	Y	Y				Y	Y	Y
3327120	243-02	LANCASTER	Urban - Minor Arte	AURORA ST. (CR 243)	N SLATE BOTTOM CK	1	24	40	43	1979	Precast Box Culvert	Unpainted	NONE	ASPHALT	C		Yes	Y	Y				Y	Y	Y
3327320	337-01	LANCASTER	Urban - Collector	SCHWARTZ ROAD (CR 33	LITTLE BUFFALO CREEK	1	50	38.6	41	1980	P.S.C. Voided Slabs	Unpainted	CONCRETE	ASPHALT	C		Yes	-	Y				Y	Y	Y
3327330	337-02	LANCASTER	Urban - Collector	SCHWARTZ ROAD (CR 33	CAYUGA CREEK	2	163	31.9	34	1921	Concrete Arch	Unpainted	CONCRETE	ASPHALT	B		Yes	-	Y				Y	Y	Y
3327340	338-03	LANCASTER	Urban - Collector	WILLIAM STREET	LIT BUFFALO CREEK	1	69	28	30	1991	P.S.C. Voided Slabs	Unpainted	CONCRETE	ASPHALT	C		Yes	-	Y				Y	Y	Y
3327350	343-01	LANCASTER	Urban - Local	WESTWOOD ROAD	NORTH BRANCH PLUM BOTTOM CI	1	53	40	42.3	1983	P.S.C. Box Beams	Unpainted	CONCRETE	ASPHALT	C		No	-	Y				Y	Y	Y
3328720	350-01	LANCASTER	Urban - Collector	STONY ROAD	ELLICOTT CREEK	1	119	34.5	37.7	2018	Steel Muti-Girder/Frame	Not Lead Based	CONCRETE	CONCRETE	B	FW	No	Y	-			Y	N	Y	Y
3362500	341-RR1	LANCASTER	Urban - Collector	CEMETERY ROAD	ERIE STREET & NORFOLK SOUTHE	1	118	39.4	43.5	2012	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	RR		No	-	Y				Y	No -- RR	Y
3362540	139-RR2	LANCASTER	Urban - Minor Arte	PAVEMENT ROAD	CSX TRANS/AMTRAK	1	75	40.3	43.5	2012	P.S.C. Box Beams	Unpainted	CONCRETE	CONCRETE	RR		No	-	Y				Y	No -- RR	Y
3367350	139-01	LANCASTER	Urban - Minor Arte	PAVEMENT ROAD	BR PLUM BOTTOM CK	1	21	37	40	1984	Aluminum Box Culv	Unpainted	NONE	ASPHALT	C		No	Y	Y				Y	Y	Y
3367690	341-RR2	LANCASTER	Urban - Collector	CEMETERY ROAD	CSX TRANS/ AMTRAK	1	77	30	32.6	1990	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	RR		No	-	Y				Y	No -- RR	Y
3326860	016-01	MARILLA	Rural - Local (Inclu	EAST AVENUE (CR 16)	LITTLE BUFFALO CREEK	1	49	33	35.4	1990	P.S.C. Voided Slabs	Unpainted	NONE	CONCRETE	C(T)		No	Y	Y				Y	Y	Y
3327280	330-07	MARILLA	Rural - Minor (Coll	BULLIS ROAD	LITTLE BUFFALO CREEK	1	73	39.4	42.7	2003	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	C(T)		Yes	Y	Y				Y	Y	Y
3327900	006-01	MARILLA	Rural - Minor (Coll	PORTERVILLE ROAD	BUFFALO CREEK	3	229	41	46	1971	Steel Multi-Girder	Not Lead Based	CONCRETE	ASPHALT	A		Yes	Y	Y				Y	Y	Y
3328710	349-01	MARILLA	Rural - Local (Inclu	WILLISTON ROAD	LITTLE BUFFALO CREEK	3	89	28	30	1932	Girder/Floorbeam	Weathering Steel	CONCRETE	CONCRETE	C(T)		Yes	Y	Y				Y	Y	Y
3367700	354-01	MARILLA	Rural - Local (Inclu	THREE ROD ROAD	TRIB. TO LITTLE BUFFALO CREEK	1	30	-	30.9	1987	C.I.P. Conc. Box	Unpainted	NONE	ASPHALT	C(T)		Yes	Y	Y				Y	Y	Y
3370120	354-02	MARILLA	Rural - Local (Inclu	THREE ROD ROAD	LITTLE BUFFALO CREEK	1	22	37.1	41	2004	Precast Conc. Box	Unpainted	NONE	ASPHALT	C(T)		Yes	Y	Y				Y	Y	Y
3326580	261-01	NEWSTEAD	Rural - Local (Inclu	CEDAR STREET (CR 261)	LEDGE CREEK	1	34	29.3	33	2020	Single Box Culvert	Unpainted	NONE	ASPHALT	C		Yes	-	Y				Y	Y	Y
3326590	261-03	NEWSTEAD	Rural - Local (Inclu	CEDAR STREET (CR 261)	BRANCH MURDER CRK	1	27	24	27.8	1937	Steel Multi-Girder	Unpainted	CONCRETE	ASPHALT			Yes	-	Y				Y	Y	Y
3326260	042-04	NEWSTEAD	Rural - Minor (Coll	RAPIDS ROAD (CR 4)	MURDER CREEK	2	23	34.5	36.3	1986	P.S.C. Box Beams	Unpainted	NONE	ASPHALT	C	FW	No	Y	Y				Y	Y	Y
3326350	167-01	NEWSTEAD	Rural - Local (Inclu	PARKVIEW DRIVE	PEDESTRIAN WALKWY	8	159	24	37	1933	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	C		Yes	Y	Y				Y	Y	Y
3326450	246-01	NEWSTEAD	Rural - Major (Coll	AKRON-CRITTENDEN	MURDER CREEK	3	156	32	40.5	1958	Steel Multi-Girder	Not Lead Based	CONCRETE	CONCRETE	C		Yes	Y	Y				Y	Y	Y
3326510	250-01	NEWSTEAD	Rural - Minor (Coll	SCOTLAND ROAD	LEDGE CREEK	1	23	36	39.1	1956	C.I.P. Conc. Slab	Unpainted	NONE	ASPHALT	C(T)	FW	Yes	Y	Y				Y	Y	Y
3326530	256-02	NEWSTEAD	Rural - Local (Inclu	MEAHL ROAD (CR 256)	BRANCH MURDER CREEK	1	23	24	27.3	1941	C.I.P. Conc. Slab	Unpainted	NONE	ASPHALT	C	FW	Yes	Y	Y				Y	Y	Y
3326540	258-02	NEWSTEAD	Rural - Local (Inclu	BURDICK ROAD	BRANCH TONAWANDA CK	1	22	30	39.4	2012	Precast Conc. Box	Unpainted	NONE	ASPHALT	C		No	Y	Y				Y	Y	Y
3326560	259-01	NEWSTEAD	Rural - Local (Inclu	TONAWANDA CRK RD	MURDER CREEK	2	104	28.5	30.5	1993	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	C	FW	No	Y	Y				Y	Y	Y
3326610	267-02	NEWSTEAD	Rural - Local (Inclu	BUCKWHEAT ROAD	BR ELLICOTT CREEK	1	23	24	27.3	1941	C.I.P. Conc. Slab	Unpainted	NONE	ASPHALT	C(T)		No	Y	Y				Y	Y	Y
3326830	258-01	NEWSTEAD	Rural - Local (Inclu	BURDICK ROAD	TONAWANDA CK BR	1	24	32	66	2011	Precast Conc. Box	Unpainted	NONE	ASPHALT	C		No	Y	Y				Y	Y	Y
3326820	253-01	NEWSTEAD	Rural - Minor (Coll	CARNEY ROAD	LEDGE CREEK	1	23	36.2	38.9	1961	C.I.P. Conc. Slab	Unpainted	NONE	ASPHALT	C(T)	FW	Yes	Y	Y				Y	Y	Y
3328810	720	NEWSTEAD	Rural - Local (Inclu	POHL ROAD (TH 82)	BRANCH ELLICOTT CREEK	1	28	24	27.3	1937	Encased Steel Girders	Concrete	CONCRETE	ASPHALT	C(T)		No	Y	Y				Y	Y	Y
3362100	PK-2	NEWSTEAD	Rural - Local (Inclu	AKRON PK SERV RD	MURDER CREEK	1	38	20.5	26.2	1950	Precast Conc. Arch	Unpainted	NONE	ASPHALT	C	FW	Yes	-	Y				Y	Y	Y
3362090	PK-1	NEWSTEAD	Rural - Local (Inclu	BROOKLYN STREET	MURDER CREEK	1	75.25	20	28.3	2016	Steel Multi-Girder	Not Lead Based	CONCRETE	CONCRETE	C		Yes	-	-			Y	N	Y	Y
3326520	255-02	NEWSTEAD	Rural - Local (Inclu	SWIFT MILLS ROAD	MURDER CREEK	1	75	30	33.3	2016	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	C		Yes	-	-			Y	N	Y	Y
3327630	446-06	NORTH COLLINS	Rural - Local (Inclu	NEW OREGON ROAD	TRIB SOUTH BRANCH 18 MILE CRK	1	31	27.9	28.9	2004	Comp. Fiberglass Slab	Other	NONE	ERROR	B		No	Y	Y				Y	Y	Y
3327640	446-05	NORTH COLLINS	Rural - Local (Inclu	NEW OREGON RD	SOUTH BRANCH 18 MILE CRK	1	83	26.9	29.5	2003	P.S.C. Box Beams	Unknown	NONE	CONCRETE	B		No	Y	-			Y	N	Y	Y
3327650	446-04	NORTH COLLINS	Rural - Local (Inclu	NEW OREGON ROAD	SOUTH BRANCH 18 MILE CRK	1	93	26.9	29.5	2003	P.S.C. Box Beams	Upainted	NONE	CONCRETE	B		No	Y	-			Y	N	Y	Y
3327660	446-01	NORTH COLLINS	Rural - Local (Inclu	NEW OREGON ROAD	SOUTH BRANCH 18 MILE CRK	1	85	27.9	33.1	2002	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	B		No	Y	-			Y	N	Y	Y
3328640	039-04	NORTH COLLINS	Rural - Major (Coll	LANGFORD RD (CR 39)	SOUTH BRANCH 18 MILE CRK	1	95	28.1	30.1	1989	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	B		No	Y	Y				Y	Y	Y

Special Conditions - Stream Classifications
All streams have no prohibited dates per NYSDEC Letter Dated April 10, 2024.

The Contractor is advised all requirments of the specifications shall be adhered to. No large volumes of dirt, grit or sediment shall be dropped into the water. Large piles of dirt and grit shall be disposed of in an upland vegetated location above high water as determined by the Engineer in the field.

Schedule Notes:
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Bridge Washing Notes:
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3. All below deck surfaces (Bridge Seats, Bearings, Abutments and Wingwalls) shall be washed at all bridges, as applicable.
4. For the MAJORITY OF STEEL BRIDGES, under Item 641.51011016, the portions of the Below Deck Steel shall also be washed when washing the abutments & bridge seats, but only wash those steel components which are readily accessible from the ground, such as the ends of the girders, end X-frames, and the bearings. No ladders or other special access is required to wash the girders or steel components, under Item 641.51011016 .
5. Take special care to wash all dirt off the Fascia Bearings and fully wash the Fascia Girders as best as practicable, without the need for access equipment..
6. For 6 bridges listed under item 641.51011116, (5 trusses) full power-washing of the below deck steel will be required.
7. The removal of dirt, grit and anti-skid material from the shoulders will be paid sepaaretly under Item 621.05 as directed by the Engineer.
8. Contractor shall wash & seal existing deck and approaches accordance with standard specification and/or manufacturer's written instructions.
   (Note: Bridges that are to be sealed will also include washing underbridge and wingwalls (Reference to Item 641.510XYZ16, if required, as shown in table.)
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Erie County Highway Bridge Washing & Deck Sealing Program P.I.N 5764.16

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BIN	Local Bridge Number	Political Unit Name	Functional Class.	Carried Feature Description	Feature Crossed Description	Total Number of Spans	Bridge Length (ft)	Curb-to-Curb (ft)	Out-to-Out (ft)	Year Built	Superstructure Type	Paint Coating Type	Deck Material	Wearing Surface	ENVIROMENTAL: Stream Class.	ENVIROMENTAL: Wetlands in vicinity of bridge	ENVIROMENTAL: Rare Plant/Animal [Threat. Species]	ITEM 621.05 CLEAN, GRADE AND RESHAPE EXIST. ROADSIDE SECTION	ITEM 641.51011016 MAINTENANCE CLEANING & WASHING OF BRIDGES < 500 FT POWER WASH CONCRETE SURFACES (SEE BRIDGE WASHING NOTES)	ITEM 641.51011116 MAINTENANCE CLEANING & WASHING OF BRIDGES < 500 FT POWER WASH CONCRETE & STEEL SURFACES (SEE BRIDGE WASHING NOTES)	ITEM 641.51021016 MAINTENANCE CLEANING & WASHING OF BRIDGES > 500 FT POWER WASH CONCRETE SURFACES NO WASH STEEL SURFACES, EXCEPT AS NOTED (SEE BRIDGE WASHING NOTES)	ITEM 559.03 PROTECTIVE SEALING OF EXISTING STRUCTURAL CONCRETE AND EXISTING BRIDGE DECKS (SEE BRIDGE WASHING NOTES)	Bridge Washing Required: TOP SIDE	Bridge Washing Required: UNDER BRIDGE	Bridge Washing Required: WINGWALLS
3327370	028-03	ORCHARD PARK	Urban - Collector	ABBOTT ROAD (CR 28)	NEUMAN CREEK	1	42	30	33.3	2013	Precast Conc. Frame	Unpainted	NONE	ASPHALT	A		Yes	-	Y				Y	Y	Y
3327560	200-03	ORCHARD PARK	Urban - Minor Arte	LAKE AVENUE (CR 200)	SMOKES CREEK	1	38	44.4	51.3	2013	Precast Conc. Frame	Unpainted	NONE	ASPHALT	C		Yes	-	Y				Y	Y	Y
2270640	463-01	ORCHARD PARK	Urban - Local	DUERR ROAD	SMOKES CREEK	1	26	23.6	32.1	2010	Precast Conc. Arch	Unpainted	NONE	ASPHALT	C		Yes	Y	Y				Y	Y	Y
3327380	028-02	ORCHARD PARK	Urban - Collector	ABBOTT ROAD	BRANCH 18-MILE-CREEK	1	34	32	34	1990	P.S.C. Voided Slabs	Unpainted	NONE	CONCRETE	A		Yes	Y	Y				Y	Y	Y
3327410	004-02	ORCHARD PARK	Urban - Minor Arte	ABBOTT ROAD	SOUTH BR. SMOKES CRK.	1	34	58	66.5	1988	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	C		Yes	-	Y				Y	Y	Y
3327440	110-02	ORCHARD PARK	Urban - Collector	NEWTON ROAD (CR 89)	BIG GULF CREEK	1	37	32	36.8	2011	Precast Conc. Arch	Unpainted	NONE	ASPHALT	A		Yes	Y	Y				Y	Y	Y
3327520	187-02	ORCHARD PARK	Urban - Collector	BERG ROAD CR187	N BR SMOKES CREEK	2	133	40	51	1981	Steel Multi-Girder	Not Lead Based	CONCRETE	CONCRETE	C		Yes	-	-			Y	N	Y	Y
3327720	461-01	ORCHARD PARK	Urban - Collector	CALIFORNIA ROAD	SMOKES CREEK S.BR	1	23	39.8	65.8	1932	C.I.P. Conc. Box	Unpainted	NONE	ASPHALT	C		Yes	Y	Y				Y	Y	Y
3327870	721	ORCHARD PARK	Urban - Local	BURTON ROAD	NEUMAN CREEK	1	33	24.1	27.3	1935	Encased Steel Girders	Concrete	CONCRETE	ASPHALT	A		Yes	Y	Y				Y	Y	Y
3327880	722	ORCHARD PARK	Urban - Local	BUNTING RD (CR 174)	TRIB 18 MILE CK.	1	38	24	27.5	1936	Encased Steel Girders	Concrete	CONCRETE	ASPHALT	A		Yes	Y	Y				Y	Y	Y
3328010	369-03	ORCHARD PARK	Urban - Collector	FREEMAN ROAD	SMOKES CREEK	1	38	33.5	37.1	2008	Precast Conc. Arch	Unpainted	NONE	ASPHALT	C	FW	Yes	Y	Y				Y	Y	Y
3328020	369-02	ORCHARD PARK	Urban - Collector	FREEMAN ROAD	NO.BR.SMOKES CRK.	1	27	33.7	36	1990	Precast Conc. Box	Unpainted	NONE	ASPHALT	C		Yes	Y	Y				Y	Y	Y
3328060	460-05	ORCHARD PARK	Urban - Collector	MILE STRIP ROAD	SMOKES CREEK	1	36	33.8	37.1	2004	Precast Conc. Arch	Unpainted	NONE	ASPHALT	C	FW	Yes	Y	Y				Y	Y	Y
3328080	368-02	ORCHARD PARK	Urban - Minor Arte	JEWETT HOLMWOOD RD.	N.BR.SMOKES CREEK	1	38	44	46	1987	C.I.P. Conc. Box	Unpainted	NONE	ASPHALT	C	FW	Yes	Y	Y				Y	Y	Y
3362260	PK-12	ORCHARD PARK	Urban - Local	WARD DRIVE	BIG GULF CREEK	1	53	22.1	25.5	1933	Concrete Deck Truss	Not Lead Based	CONCRETE	CONCRETE	A		Yes	-	Y				Y	Y	Y
3328270	531-RR1	SARDINIA	Rural - Major (Coll	SO.PROTECTION RD	NORFOLK SO/B&P RR	3	200	29.3	32.6	1991	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	RR		No	-	-				Y	No -- RR	Y
3371130	027-02	SARDINIA	Rural - Local (Inclu	ALLEN ROAD	SPENCER BROOK	1	27	30	33	2014	Precast Conc. Frame	Unpainted	NONE	ASPHALT	B		No	Y	Y				Y	Y	Y
3328460	027-03	SARDINIA	Rural - Local (Inclu	ALLEN ROAD	SPENCER BROOK	1	30	30	33	2014	Precast Conc. Frame	Unpainted	NONE	ASPHALT	B		No	Y	Y				Y	Y	Y
3328500	225-01	SARDINIA	Rural - Local (Inclu	SAVAGE ROAD	DRY CREEK	1	51	24	28	2013	Precast Conc. Arch	Unpainted	NONE	ASPHALT	C		No	Y	Y				Y	Y	Y
3368330	531-01	SARDINIA	Rural - Major (Coll	SOUTH PROTECTION RD	EAST BRANCH CAZENOVIA CRK	2	28	-	-	1993	Precast Conc. Box	Unpainted	NONE	ASPHALT	C(T)		No	Y	Y				Y	Y	Y
3326780	118-01	TONAWANDA	Urban - Minor Arte	COLVIN AVENUE	ELLICOTT CREEK	5	154	48	58.3	1969	Steel Multi-Girder	Weathering Steel	CONCRETE	ASPHALT	B	FW	Yes	-	Y				Y	Y	Y
3327930	382-02	WALES	Rural - Major (Coll	HUNTERS CREEK RD	HUNTER CREEK	2	151	28	32.8	1971	Steel Multi-Girder	Weathering Steel	CONCRETE	ASPHALT	B		No	Y	Y				Y	Y	Y
3328000	175-01	WALES	Rural - Minor (Coll	CENTER LINE RD.	HUNTER CREEK	1	138	32	34	1987	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	B		No	Y	Y				Y	Y	Y
3328150	725	WALES	Rural - Local (Inclu	MERLAU ROAD	BUFFALO CREEK	1	155	28.5	31.5	2001	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	A		No	Y	Y				Y	Y	Y
3328170	390-01	WALES	Rural - Local (Inclu	WARNER HILL ROAD	HUNTERS CREEK	1	52	34	36.2	1983	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	B		No	Y	Y				Y	Y	Y
3328200	175-03	WALES	Rural - Minor (Coll	CENTERLINE ROAD	BUFFALO CREEK	2	100	28.1	28.3	1983	P.S.C. Box Beams	Unpainted	NONE	ASPHALT	A/C		No	Y	Y				Y	Y	Y
3328210	387-03	WALES	Rural - Local (Inclu	EAST CREEK ROAD	BUFFALO CREEK	1	155	30	34	1999	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	A		No	Y	Y				Y	Y	Y
3011900	571-RR1	WEST SENECA	Urban - Minor Arte	CENTER ROAD (NY RT 16)	NORFOLK SOUTHERN	1	73	52	64	1994	P.S.C. Box Beams	Unpainted	CONCRETE	CONCRETE	RR		Yes	-	Y				Y	No -- RR	Y
3326930	137-01	WEST SENECA	Urban - Other Prin	RIDGE ROAD (CR 137)	CAZENOVIA CREEK	2	169	52	63.6	1955	Steel Multi-Girderxx	Not Lead Based	CONCRETE	CONCRETE	B		Yes	-	Y				Y	Y	Y
3327020	322-01B	WEST SENECA	Urban - Collector	BORDEN ROAD	BUFFALO CREEK	1	161	40.4	43.6	2002	Steel Multi-Girder	Weathering Steel	CONCRETE	CONCRETE	B		Yes	-	Y				Y	Y	Y
3327670	458-01	WEST SENECA	Urban - Collector	LANGNER RD (CR 458)	SMOKES CREEK	1	72	36	38.1	1989	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	C		Yes	Y	Y				Y	Y	Y
3327680	459-01	WEST SENECA	Urban - Collector	FISHER ROAD	SMOKES CREEK	1	64	29.5	31.5	1998	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	C		Yes	Y	Y				Y	Y	Y
3327690	459-02	WEST SENECA	Urban - Collector	FISHER ROAD	SMOKES CREEK	1	59	29.5	31.5	1999	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	C		Yes	Y	Y				Y	Y	Y
3327700	459-03	WEST SENECA	Urban - Collector	FISHER ROAD	SMOKES CREEK	1	65	29.5	31.5	1999	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	C		Yes	Y	Y				Y	Y	Y
3328840	723	WEST SENECA	Urban - Collector	LEYDECKER ROAD	CAZENOVIA CREEK	4	202	25	27.2	1934	Girder/Floorbeam	Lead Based	CONCRETE	CONCRETE	B		Yes	Y	-			Y	N	Y	Y
3362080	215-RR1	WEST SENECA	Urban - Collector	SENECA STREET	NORFOLK SOUTHERN	1	53	39.4	42.7	2012	Precast Conc. Arch	Unpainted	CONCRETE	ASPHALT	RR		Yes	-	Y				Y	No -- RR	Y
3362460	137-RR1	WEST SENECA	Urban - Other Prin	RIDGE ROAD (CR 137)	NORFOLK SOUTHERN	1	66	52	66.4	1997	P.S.C. Box Beams	Unpainted	NONE	CONCRETE	RR		Yes	-	Y				Y	No -- RR	Y
																	TOTALS	166	195	5	1	22	201	214	223

223 Bridges — 307 Spans — 21,913 ft Total Length all bridges

74 Steel Mult-Girders
1 Concrete Deck Truss
2 Steel Thru Truss
3 Steel Pony Truss
2 Steel Deck Truss
9 P.S.C. Box Beams SEALED

166 = Bridges Requiring Shoulder Work/Regrading (Length to be verified by Engineer at Each Site)
Approx. 80 Ft Length Req'd at Each Bridge Site (A.O.B.E.) See Note 7
= 13,280 LF Approx.. Quantity, Item 621.05 Clean, Grade & Shape Roadside Section
57 = Bridges Requiring No Shoulder Work/Regrading (Each site to be verified by the Engineer)

SUMMARY OF QUANTITIES

				BRIDGE WASHING over VARIOUS CREEKS / TRIBUTARYS VARIOUS BIN'S VARIOUS BRIDGES	WEST FALLS ROAD over WEST BRANCH CAZENOVIA 3327990 BR 144-01	COMO PARK BLVD over CAYUGA CREEK 3328730 BR 523-01	MORSE ROAD over BRANCH CAZENOVIA CRK. 3328550 BR 433-01	NEW OREGON ROAD over SOUTH BR. EIGHTEEN MILE CRK 3327620 BR 446-07	JAMISON ROAD over BUFFALO CREEK 1048310 BR 574-03	GIRDLE ROAD over BUFFALO CREEK 3327310 BR 336-01	STONY ROAD over ELLICOTT CREEK 3328720 BR 350-01	BROOKLYN STREET over MURDER CREEK 3362090 BR PK-1	NEW OREGON RD over S. BRANCH EIGHTEEN MILE CRK. 3327640 BR 446-05	NEW OREGON RD over S. BRANCH EIGHTEEN MILE CRK. 3327650 BR 446-04	NEW OREGON RD over S. BRANCH EIGHTEEN MILE CRK. 3327660 BR 446-01	LEYDECKER ROAD over CAZENOVIA CREEK 3328840 BR 723	TOWNLINE ROAD over ELLICOTT CREEK 3326900 BR 335-08	TONAWANDA CRK RD over TONAWANDA CRK TRIB. 3326230 BR 002-01	DODGE ROAD over RANSOM CREEK 3326330 BR 045-05	CASEY ROAD over GOT CREEK 3326720 BR 295-02	MILL ROAD over WEST BRANCH CAZENOVIA 3327950 BR 047-01	AERO DRIVE over ELLICOTT CREEK 3327230 BR 523-01	BEACH ROAD / EDEN-EVANS CTR. ROAD over BIG SISTER CREEK 3362250 BR 221-01	RANSOM ROAD over ELLICOTT CREEK 3327040 BR 155-10	SWIFT MILLS ROAD over MURDER CREEK 3326520 BR 255-02	BERG ROAD over N. BR. SMOKES CREEK 3327520 BR 187-02
ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	QUANTITY	QUANTITY	QUANTITY	QUANTITY	QUANTITY	QUANTITY	QUANTITY	QUANTITY	QUANTITY	QUANTITY	QUANTITY	QUANTITY	QUANTITY	QUANTITY	QUANTITY	QUANTITY	QUANTITY	QUANTITY	QUANTITY	QUANTITY	QUANTITY	QUANTITY	QUANTITY
502.90010018	CLEAN AND FILL CRACKS AND JOINTS IN PORTLAND CEMENT CONCRETE (PCC) PAVEMENT, ASTM D 6690 TYPE IV (Cracks 1/4+-")	LF	2,329	-	175	-	-	-	18	-	96	-	219	351	450	-	-	50	183	-	48	72	-	667	-	-
511.60000018	PARTIAL DEPTH CONCRETE REPAIRS-CONCRETE REPAIR MATERIAL- HIGH EARLY STRENGTH	SF	323	-	223	-	-	42	-	-	-	-	-	-	-	-	-	-	-	-	58	-	-	-	-	-
559.03	PROTECTIVE SEALING OF EXISTING STRUCTURAL CONCRETE AND EXISTING BRIDGE DECKS (NO ABRASIVE BLASTING ALLOWED)	SF	111,719	-	5,847	11,539	2,483	4,088	6,872	8,650	6,162	2,286	3,024	3,491	3,389	5,506	2,809	2,091	2,275	3,448	8,048	3,211	6,281	4,478	4,243	11,497
560.08	TUCK POINTING	LF	50	-	50	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
567.5100002	SEALING EXISTING BRIDGE DECK JOINTS	LF	610	-	72	-	-	60	65	54	-	-	62	65	66	-	-	-	-	-	-	-	86	80	-	-
567.63	BRIDGE JOINT SEAL	LF	762	-	-	-	-	-	-	-	76	-	-	-	-	-	-	66	-	-	32	60	43	80	30	375
619.0101	BASIC WORK ZONE TRAFFIC CONTROL (DAILY OPERATIONS)	LS	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
621.05	CLEAN, GRADE AND SHAPE EXISTING ROADSIDE SECTION	FT	13,280	13,280	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
633.13	CLEANING, SEALING AND/OR FILLING JOINTS	LF	997	-	71	-	-	60	65	-	69	-	57	65	56	54	-	-	-	-	32	48	145	-	70	205
641.51011016	MAINTENANCE CLEANING AND WASHING OF BRIDGES-LENGTH UNDER 500', CONCRETE POWER WASH	EA	195	195	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
641.51011116	MAINTENANCE CLEANING AND WASHING OF BRIDGES-LENGTH UNDER 500', CONCRETE POWER WASH, STEEL POWER WASH	EA	5	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
641.51021016	MAINTENANCE CLEANING AND WASHING OF BRIDGES-LENGTH UNDER 500'-1500', CONCRETE POWER WASH	EA	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
697.03	FIELD CHANGE PAYMENT (FCP)	D-C	25,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
699.040001	MOBILIZATION (MAX 4%)	LS	NEC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				-

RIGHT-OF-WAY NOTES:

1. ALL WORK TO BE PERFORMED UNDER THIS CONTRACT WILL BE WITHIN THE PUBLIC RIGHT-OF-WAY (ROW) IN ACCORDANCE WITH SECTION 105-15 OF THE NYSDOT STANDARD SPECIFICATIONS. THE CONTRACTOR IS TO ASSURE HIMSELF THAT ALL WORK IS BEING PERFORMED WITHIN THE ROW, INCLUDING BUT NOT LIMITED TO VEHICLE ACCESS; STORAGE OF EQUIPMENT, MATERIALS, DEBRIS AND WASTE; LANDSCAPING; VEGETATION REMOVAL AND MANAGEMENT; GRADING, SEEDING AND THE INSTALLATION OF TURF; AND THE INSTALLATION OF ANY FENCES OR PROTECTIVE BARRIER.

2. IF CONTRACTOR IS UNABLE TO IDENTIFY THE LIMITS OF THE RIGHT-OF-WAY WHEN THE CONTRACT CALLS FOR WORK IN THOSE VICINITIES, THE CONTRACTOR MUST CONTACT THE PROJECT ENGINEER FOR DEFINITIVE BOUNDARY DETERMINATIONS BEFORE ANY WORK MAY BE INITIATED AT THOSE LOCATIONS (NYSDOT STANDARD SPECIFICATIONS SECTIONS 105-10 AND 625).

3. IN ACCORDANCE WITH SECTION 105-15 OF THE NYSDOT STANDARD SPECIFICATIONS, RELEASES FOR ANY NON-ESSENTIAL CONTRACT WORK OUTSIDE OF THE EXISTING RIGHT-OF-WAY, INCLUDING PLANTINGS, LANDSCAPING OR DRIVEWAY ENHANCEMENT, WILL BE PROVIDED BY THE PROJECT ENGINEER AND IN NO INSTANCE ARE TO BE SECURED BY THE CONTRACTOR. THE CONTRACTOR SHALL NOT INVADE UPON PRIVATE PROPERTIES, LANDS OR BUILDINGS OUTSIDE OF THE RIGHT-OF-WAY FOR ANY REASON WITHOUT FIRST SECURING WRITTEN PERMISSION FROM THE PROPERTY OWNER (STANDARD SPECIFICATIONS SECTION 105-15).

4. THE CONTRACTOR WILL BE HELD LIABLE FOR ANY DAMAGES DONE. ANY SUCH INJURIES OR DAMAGES SHALL BE SATISFACTORILY REPAIRED OR ITEMS REPLACED AT THE CONTRACTOR'S EXPENSE (NYSDOT STANDARD SPECIFICATIONS SECTION 107-08).

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ERIE COUNTY DEPT. OF PUBLIC WORKS
DIVISION OF HIGHWAYS
95 FRANKLIN ST. BUFFALO, NEW YORK

Bridge Deck Sealing (22 Bridges)
PIN 5764.16-25

ESTIMATE OF QUANTITIES

SHEET NO. 1
DATE MAY 2025
SCALE AS SHOWN
DWG. NO. EQ-1

FILE NAME = V:\Projects\ANY\K7\079441.005\09_Design\Drawings\Tr_Struc\1_2024 Deck Sealing_EQ-1.dgn
DATE/TIME = 25-JUN-2025
USER = 3289

GRID NORTH

TONAWANDA CREEK ROAD
B.I.N. 3326230

DODGE ROAD
B.I.N. 3326330

CASEY ROAD
B.I.N. 3326720

SWIFT MILLS ROAD
B.I.N. 3326520

BROOKLYN STREET
B.I.N. 3362090

RANSOM ROAD
B.I.N. 3327040

AERO DRIVE
B.I.N. 3327230

STONY ROAD
B.I.N. 3328720

TOWNLINE ROAD
B.I.N. 3326900

COMO PARK BLVD.
B.I.N. 3328730

GIRDLE ROAD
B.I.N. 3327310

LEYDECKER ROAD
B.I.N. 3328840

BERG ROAD
B.I.N. 3327520

MATCH LINE, SEE DWG. LM-2

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95 FRANKLIN ST. BUFFALO, NEW YORK

Bridge Deck Sealing (22 Bridges)
PIN 5764.16-25

ERIE COUNTY BRIDGE LOCATION MAP

SHEET NO.	2
DATE	MAY 2025
SCALE	AS SHOWN
DWG. NO.	LM-1

FILE NAME = V:\Projects\ANY\K7\079441.0005\09.Design\Drawings\Tr.Struc\2.2024 Deck Sealing_LM-1.dgn
DATE/TIME = 16-MAY-2025
USER = 3289

GRID NORTH

MATCH LINE, SEE DWG. LM-1

JAMISON ROAD
B.I.N. 1048310

MILL ROAD
B.I.N. 3327950

WEST FALLS ROAD
B.I.N. 3327990

BEACH ROAD / EDEN-EVANS CTR. ROAD
B.I.N. 3362250

NEW OREGON ROAD
B.I.N. 3327620

NEW OREGON ROAD
B.I.N. 3327640

NEW OREGON ROAD
B.I.N. 3327650

NEW OREGON ROAD
B.I.N. 3327660

MORSE ROAD
B.I.N. 3328550

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Bridge Deck Sealing (22 Bridges)
PIN 5764.16-25

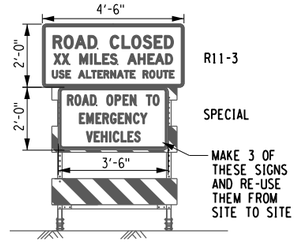
ERIE COUNTY BRIDGE LOCATION MAP

SHEET NO. 3
DATE MAY 2025
SCALE AS SHOWN
DWG. NO. LM-2

FILE NAME = I:\Projects\ANY\K7\079441.005\09_Design\Drawings\Tr_Struc\3_2024 Deck Sealing_LM-2.dgn
DATE/TIME = 16-MAY-2025
USER = 3289

WORK ZONE TRAFFIC CONTROL DATA TABLE

BIN	Feature Carried	Feature Crossed	Municipality	ITEM 619.0101 Suggested Work Zone Traffic Control	Posted Speed	Approx. ADT	Applicable Details From NYSDOT Standard Sheets	Advanced Warning Sign Placement (In addition to Bridge Closure Signs at Structures)
3328550	MORSE ROAD (CR 433)	BR.CAZENOVIA CRK.	CONCORD	Contractor **may close bridge** (see note 5, & 6) or use Flagging Operation or Temporary Signals.	45	98 (2019)	619-307; 619-309	NY Rte. Route 240 Old Glenwood Road
1048310	JAMISON ROAD	BUFFALO CREEK	ELMA	Contractor to use Flagging Operation or Temporary Signals. **(May Not Close Bridge)**	45	4752 (2020)	619-307; 619-308; 619-309	
3327310	GIRDLE ROAD CR336	BUFFALO CREEK	ELMA	Contractor to use Flagging Operation or Temporary Signals. **(May Not Close Bridge)**	35	3737 (2019)	619-307; 619-308; 619-309	
3327990	WEST FALLS ROAD	WEST BRANCH CAZENOVIA CRK	AURORA	Contractor **may close bridge** (see note 5, 6 & 14) or use Flagging Operation or Temporary Signals.	45	834 (2020)	619-307; 619-308; 619-309	NY Rte. Route 240, Mill Road, Tannery Road, Reading Road
3327620	NEW OREGON ROAD	SOUTH BR. 18 MILE CRK	EDEN	**Contractor may close bridge 9:30 AM to 2:30 PM ONLY!** Otherwise, use Flagging Operation. **(Do Not Simultaneously Close Bridges on New Oregon Road)**	35	351 (2021)	619-307; 619-308; 619-309	Sisson Hwy (NY 75), Clarksburg Rd., (1 Extra on New Oegon to be A.O.B.E.)
3327640	NEW OREGON RD	SOUTH BRANCH 18 MILE CRK	NORTH COLLINS	**Contractor may close bridge 9:30 AM to 2:30 PM ONLY!** Otherwise, use Flagging Operation. **(Do Not Simultaneously Close Bridges on New Oregon Road)**	35	68 (2019)	619-307; 619-308; 619-309	Belcher Rd., Boston Rd.
3327650	NEW OREGON ROAD	SOUTH BRANCH 18 MILE CRK	NORTH COLLINS	**Contractor may close bridge 9:30 AM to 2:30 PM ONLY!** Otherwise, use Flagging Operation. **(Do Not Simultaneously Close Bridges on New Oregon Road)**	35	68 (2019)	619-307; 619-308; 619-309	Belcher Rd., Boston Rd.
3327660	NEW OREGON ROAD	SOUTH BRANCH 18 MILE CRK	NORTH COLLINS	**Contractor may close bridge 9:30 AM to 2:30 PM ONLY!** Otherwise, use Flagging Operation. **(Do Not Simultaneously Close Bridges on New Oregon Road)**	35	254 (2020)	619-307; 619-308; 619-309	Boston Rd., Langford Rd.
3328840	LEYDECKER ROAD	CAZENOVIA CREEK	WEST SENECA	Contractor **may close bridge** (see note 5, & 6) or use Flagging Operation or Temporary Signals.	45	1161 (2021)	619-307; 619-308; 619-308	Seneca Street, East & West Road, Southwestern Blvd.
3328730	COMO PARK BLVD	CAYUGA CREEK	CHEEKTOWAGA	Contractor to use Flagging Operation or Temporary Signals. **(May Not Close Bridge)**	35	6439 (2020)	619-307; 619-308; 619-309	
3362090	BROOKLYN STREET	MURDER CREEK	NEWSTEAD	Contractor **may close bridge** (see note 5, 6 & 14) or use Flagging Operation or Temporary Signals.	40	67 (2017)	619-307; 619-308; 619-309	Mechanic Street/Buell Street
3328720	STONY ROAD	ELLICOTT CREEK	LANCASTER	Contractor **may close bridge** (see note 5, 6 & 14) or use Flagging Operation or Temporary Signals.	35	3057 (2020)	619-307; 619-308; 619-309	Walden, Pleasantview Drive, Genesee Street
3326520	SWIFT MILLS ROAD	MURDER CREEK	NEWSTEAD	Contractor **may close bridge** (see note 5, 6 & 14) or use Flagging Operation or Temporary Signals.	35	186 (2018)	619-307; 619-308; 619-309	Greenbush Road, Brackett Road, Maple Road
3326900	TOWNLINE ROAD	ELLICOTT CREEK	ALDEN	Contractor **may close bridge** (see note 5, 6 & 14) or use Flagging Operation or Temporary Signals. **(Not to be Closed Simultaneously with Ransom Road over Ellicott Crk.)**	35	1431 (2021)	619-307; 619-308; 619-309	Walden Avenue, Schlemmer Road, Genesee Street
3327040	RANSOM ROAD	ELLICOTT CREEK	LANCASTER	Contractor **may close bridge** (see note 5, 6 & 14) or use Flagging Operation or Temporary Signals. **(Not to be Closed Simultaneously with Townline Road over Ellicott Crk.)**	40	2812 (2016)	619-307; 619-308; 619-309	Genesee Street, Pepermint Road, Walden Ave.
3362250	BEACH ROAD / EDEN-EVANS CTR RD	BIG SISTER CREEK	EVANS	**Contractor may close bridge 9:30 AM to 2:30 PM ONLY!** Otherwise, use Flagging Operation.	40	3097 (2021)	619-307; 619-308; 619-309	Erie Road, N. Main Street, Eden-Evans Cntr. Road
3326230	TONAWANDA CRK RD	TONAWANDA CR TRIB	AMHERST	Contractor to use Flagging Operation or Temporary Signals. **(May Not Close Bridge)**	45	1022 (2020)	619-307; 619-308; 619-309	
3326330	DODGE ROAD	RANSOM CREEK	AMHERST	Contractor **may close bridge** (see note 5, 6 & 14) or use Flagging Operation or Temporary Signals.	40	1140 (2021)	619-307; 619-308; 619-309	New Road Glen Oak Drive Transit Road (NY Rte. 78)
3326720	CASEY ROAD (CR 295)	GOT CREEK	AMHERST	Contractor to use Flagging Operation or Temporary Signals. **(May Not Close Bridge)**	40	7114 (2020)	619-307; 619-308; 619-309	
3327230	AERO DRIVE	ELLICOTT CREEK	CHEEKTOWAGA	**Contractor may close bridge 9:30 AM to 2:30 PM ONLY!** Otherwise, use Flagging Operation.	45	3744 (2020)	619-307; 619-308; 619-309	Holtz Drive, Transit Road
3327520	BERG ROAD CR187	N BR SMOKES CREEK	ORCHARD PARK	**Contractor may close bridge 9:30 AM to 2:30 PM ONLY!** Otherwise, use Flagging Operation.	35	3161 (2020)	619-307; 619-308; 619-309	Abbott Road, Bier Road, Orchard Park Road (NY Rte. 240)
3327950	MILL ROAD (CR 47)	WEST BRANCH CAZENOVIA CRK	AURORA	Contractor may close bridge (see note 5, 6 & 14) or use Flagging Operation or Temporary Signals.	35	1927 (2020)	619-307; 619-308; 619-309	Davis Road, Luther Road, West Falls Road, Grover Road
			SUMMARY:	MAY CLOSE 10 BRIDGES ANY TIME DURING WORK DAY MAY CLOSE 7 BRIDGES ONLY BETWEEN 9:30 am TO 2:30 PM MAY NOT CLOSE 5 BRIDGES AT ANYTIME				



TYPICAL ROAD CLOSURE SIGNAGE ON TYPE III BARRICADE

LONGITUDINAL BUFFER SPACE TABLE	
POSTED SPEED LIMIT (MPH)	DISTANCE
30	200 FT.
35	250 FT.
40	305 FT.
45	360 FT.
50	425 FT.
55	495 FT.

NOTE:
THE CONTRACTOR IS REQUIRED TO ACCOMODATE THE POTENTIAL PASSAGE OF EMERGENCY VEHICLES AND/OR SCHOOL BUSSES THROUGH THE CLOSURE. AT EACH INTERSECTION LISTED IN THE TABLE THE CONTRACTOR SHALL MOUNT BOTH OF THESE SIGNS ON AND ABOVE A TYPE III BARRIER.

WORK ZONE TRAFFIC CONTROL NOTES:

1. MAINTENANCE & PROTECTION OF TRAFFIC SHALL BE PROVIDED THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE PROVISIONS OF SECTION 619 OF THE NYSDOT STANDARD SPECIFICATIONS & STANDARD SHEETS FOR WORK ZONE TRAFFIC CONTROL, THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES & ANY PROVISIONS CONTAINED IN THE CONTRACT DOCUMENTS, & AS ORDERED BY THE ENGINEER (A.O.B.E.). THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES SHALL BE DEFINED AS THE MUTCD, 2024 EDITION & THE NYS SUPPLEMENT 2010 EDITION, EFFECTIVE MARCH 16, 2011.

2. THE COUNTY REQUIRES THAT THE CONTRACTOR SUBMIT, PRIOR TO CONSTRUCTION, A DETAILED CONSTRUCTION SCHEDULE FOR EACH BRIDGE PROPOSED TO BE CLOSED INCLUDING THE SPECIFIED TIME CONSTRAINTS. THE CLOSING REQUEST MUST BE RECEIVED BY THE COUNTY TWO WEEKS PRIOR TO WEEK OF THE CONTRACTORS PROPOSED CLOSING. **EACH WEEK, THE CONTRACTOR SHALL SUBMIT HIS CLOSING REQUEST BY THE MONDAY MORNING PRIOR TO THE WEEK THE BRIDGE IS TO BE CLOSED.** THE CONTRACTOR SHALL NOT CLOSE THE BRIDGE UNTIL THE CLOSING DATE HAS BEEN APPROVED BY THE COUNTY IN WRITING. THE BRIDGE WILL ONLY BE ALLOWED TO BE CLOSED DURING WORKING OPERATIONS AND SHALL BE RE-OPENED TO TRAFFIC AT THE END OF EACH WORK DAY.

3. ERIE COUNTY WILL CONTACT ALL SCHOOLS AND EMERGENCY RESPONSE AGENCIES THAT MAY BE AFFECTED BY WORK ASSOCIATED WITH THIS PROJECT AND WILL NOTIFY THEM OF ANTICIPATED CHANGES IN TRAVEL CONDITIONS, TO FACILITATE THIS, THE CONTRACTOR MUST NOTIFY THE COUNTY EACH TIME PROJECT ACTIVITIES CHANGE AND NEW TRAVEL CONDITIONS ARE CREATED. NOTIFICATIONS AND UPDATES SHALL BE PROVIDED AT LEAST TWO WEEKS PRIOR TO THE ALTERATION OF TRAVEL CONDITIONS, OR CHANGE IN SCHEDULE.

4. PRIOR TO THE START OF ANY BRIDGE WORK THAT WILL AFFECT TRAFFIC OR WORKER SAFETY, ALL RELATED WORK FOR PROPOSED WORK ZONE TRAFFIC CONTROL SHALL BE COMPLETE. THIS INCLUDES BUT IS NOT LIMITED TO, ALL SIGNS, SIGNALS, PAVEMENT MARKINGS, BARRIERS, DELINEATION (CONES, DRUMS, ETC.), FLAGGERS, PAVEMENT MODIFICATIONS, AND ANY OTHER RELATED WORK.

5. AS SUGGESTED IN THE WORK ZONE TRAFFIC CONTROL TABLE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR UTILIZING ALL APPLICABLE NYSDOT STANDARD SHEETS, AND ALL PROVISIONS OF SECTION 619, FOR ALL WORK ZONE TRAFFIC CONTROL, AT EACH BRIDGE. THIS INCLUDES THE USE OF NOTES, TABLES AND DETAILS WITHIN SECTION 619. THE TYPICAL DETAILS DEPICTED ON THE NYSDOT STANDARD SHEETS, NYSDOT WORK ZONE TRAFFIC CONTROL MANUAL AND IN THE MUTCD, REFLECT THE MINIMUM REQUIREMENTS.

6. IN ADDITION TO A CLOSING REQUEST FOR EACH BRIDGE, THE CONTRACTOR IS REQUIRED TO SUBMIT A DETAILED BRIDGE CLOSURE PLAN, INCLUDING PROPOSED SIGNAGE AND BARRICADES, TO THE COUNTY FOR REVIEW AND APPROVAL AT LEAST ONE WEEK PRIOR TO THE CONTRACTOR'S PROPOSED CLOSING DATE.

   IN PARTICULAR, DETAILED MPT DRAWINGS, SHOWING ALL STAGES WILL BE REQUIRED FOR THE FOLLOWING BRIDGES: JAMISON ROAD, GIRDLE ROAD, COMO PARK BLVD., TONAWANDA CRK. ROAD, AND CASEY ROAD. THESE MPT PLANS SHALL SHOW ALL ADVANCED SIGNAGE AND ALL DELINEATION REQUIRED TO SHIFT TRAFFIC.

   FOR BRIDGES THAT ARE CLOSED DURING WORK HOURS, AT THE END OF EACH WORK DAY, ALL TYPE III BARRICADES AND CLOSURE SIGNAGE SHALL BE REMOVED FROM THE ROADWAY AND SHALL BE AT LEAST 10 FEET OFF THE SHOULDER, SUCH TO NOT BE A HAZARD TO TRAFFIC, AND SHALL BE TURNED, FACING AWAY FROM TRAFFIC DURING NON-WORK HOURS.

7. BARRIER VEHICLE WILL NOT BE REQUIRED FOR FLAGGING OPERATIONS, BUT THE STANDARD LONGITUDINAL BUFFER SPACE SHOWN IN TABLE BELOW SHALL BE PROVIDED.

8. THE CONTRACTOR SHALL LOCATE LANE CLOSURES TO PROVIDE OPTIMUM VISIBILITY, I.E. BEFORE CURVES AND CRESTS, TO THE EXTENT CONDITIONS PERMIT. LANE CLOSURES ARE ONLY ALLOWED DURING THE WORK DAY DURING DAYLIGHT HOURS.

9. THE ENGINEER MAY REQUIRE THAT ALL LANES BE RE-OPENED AT ANY TIME IF THE ROUTE IS NEEDED FOR EMERGENCY PURPOSES. THIS COULD INCLUDE INCIDENTS AT LOCATIONS OUTSIDE THE CONTRACT LIMITS.

10. THE LOCATIONS OF SIGNS SHOWN ON WORK ZONE TRAFFIC CONTROL DETAILS MAY NEED TO BE ADJUSTED BASED ON SIGHT DISTANCE AND OTHER SITE SPECIFIC CONSIDERATIONS. THE FINAL LOCATIONS OF SIGNS ARE SUBJECT TO APPROVAL OF THE ENGINEER.

11. WHERE POSSIBLE, ALL CHANNELIZING AND GUIDING DEVICES ARE TO BE PLACED SO AS TO PROVIDE A MINIMUM 2' LATERAL CLEARANCE TO THE TRAVELED WAY.

12. THE MINIMUM LANE WIDTHS FOR WORK ZONE TRAVEL LANES SHALL BE 10'.

13. CONTRACTOR SHALL COMPLETE ALL PROPOSED WORK FROM ABOVE OR ON THE EXISTING BRIDGES AND THAT ALL WORK SHALL BE LIMITED TO WITHIN THE EXISTING RIGHT-OF-WAY.

14. FOR ANY BRIDGES THAT ARE ALLOWED TO BE CLOSED:
    A. SIGNED DETOURS WILL NOT BE REQUIRED.
    B. THE BRIDGE SHALL BE CLOSED USING TYPE III BARRICADES WITH SIGNS INDICATING "BRIDGE CLOSED / USE ALTERNATE ROUTE" (R11-3 NMUTCD SIGN PANEL) AT BOTH ENDS OF THE WORK ZONE, BEYOND THE APPROACH SLABS.
    C. CONTRACTOR SHALL PLACE SIGNS INDICATING "BRIDGE CLOSED / XX MILES AHEAD / USE ALTERNATE ROUTE" (R11-3a NMUTCD SIGN PANEL). THESE SIGNS SHALL BE MOUNTED ON TYPE III BARRICADES & SHALL BE LOCATED AT THE NEAREST MAJOR INTERSECTION ON BOTH SIDES OF THE BRIDGE, & AT OTHER "INTERMEDIATE" INTERSECTIONS AS SHOWN IN THE WORK ZONE TRAFFIC CONTROL TABLE ABOVE. SEE DETAIL THIS SHEET.

15. IT IS ANTICIPATED THAT THE SAME SIGNS USED FOR THE ADVANCED WARNING AND CLOSURE WILL BE RE-USED FROM SITE TO SITE WITH THE "XX MILES AHEAD" SIMPLY REVISED FOR SPECIFIC DISTANCES. THESE SIGNS SHALL BE PLACED ON COUNTY ROADS ONLY, AND SHALL BE LOCATED AT THE ROADWAY CENTERLINE OR ALONG THE RIGHT SHOULDER (A.O.B.E.), WITH LOCATION AND PLACEMENT TO BE APPROVED BY THE ENGINEER.

16. ALL WORK ZONE TRAFFIC CONTROL SHALL BE PAID UNDER ITEM 619.0101 (DAILY OPERATIONS). ITEM 619.0101 SHALL INCLUDE ANY AND ALL FLAGGING, TEMPORARY SIGNALS, LANE CLOSURES, ROAD/BRIDGE CLOSURES, DETOURS, CONSTRUCTION SIGNS, TYPE III BARRICADES, MAINTAINING DRIVEWAY ACCESS, INTERSECTION CONTROL AND ANY OTHER INCIDENTAL WORK ZONE TRAFFIC CONTROL NECESSARY TO COMPLETE THE PROJECT.

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DIVISION OF HIGHWAYS
95 FRANKLIN ST. BUFFALO, NEW YORK

Bridge Deck Sealing (22 Bridges)
PIN 5764.16-25

WORK ZONE TRAFFIC CONTROL TABLE

SHEET NO. 4
DATE MAY 2025
SCALE AS SHOWN
DWG. NO. TCP-1

FILE NAME = V:\Projects\ANY\K7\07944.0005\09_Design\Drawings\Tr_Struc\4.2024 Deck Sealing_TCP-1.dgn
DATE/TIME = 16-MAY-2025
USER = 3289

MISCELLANEOUS BRIDGE DATA INFORMATION TABLE

BIN	Feature Carried	Feature Crossed	County Bridge No.	Municipality	Number Of Spans	Superstructure Type	Deck Type	Bridge Length	Curb-Curb Width	Out-Out Width	Skew	Year Built	Approach Width	Travel Lane Width	Approx. Sidewalk Width	Posted Speed	Approx. ADT	% Trucks
3328550	MORSE ROAD (CR 433)	BR.CAZENOVIA CRK.	433-1	CONCORD	1	Steel Multi-Girder	8" Comp. Concrete Slab	62.3'	32.0'	37.0'	25 deg	1970	31.5'	10.0'	0.6'	45	98 (2019)	6
1048310	JAMISON ROAD	BUFFALO CREEK	574-3	ELMA	1	Steel Multi-Girder	9.5" Comp. Concrete Slab	174.0'	28.7'	32.0'	10 deg	2016	32.5'	10.0'	-	35	4752 (2020)	7
3327310	GIRDLE ROAD CR336	BUFFALO CREEK	336-1	ELMA	1	Steel Multi-Girder	7.5" Comp. Concrete Slab	220.0'	30.0'	33.3'	28 deg	1948	30.0'	11.0'	-	35	3737 (2019)	5
3327990	WEST FALLS ROAD	WEST BRANCH CAZENOVIA CRK	144-1	AURORA	1	Steel Multi-Girder	10" Comp. Concrete Slab	103.5'	28.0'	36.0'	0 deg	1993	28.0'	10.0'	6.0'	45	834 (2020)	5
3327620	NEW OREGON ROAD	SOUTH BR. 18 MILE CRK	446-7	EDEN	1	Steel Multi-Girder	10" Comp. Concrete Slab	84.0'	28.0'	30.0'	0 deg	1994	28.0'	10.0'	-	45	351 (2021)	6
3327640	NEW OREGON RD	SOUTH BRANCH 18 MILE CRK	446-5	NORTH COLLINS	1	P.S.C. Box Beams	6" Comp. Concrete Slab	81.4'	26.9'	29.5'	19 deg	2003	27.0'	10.0'	-	45	68 (2019)	6
3327650	NEW OREGON ROAD	SOUTH BRANCH 18 MILE CRK	446-4	NORTH COLLINS	1	P.S.C. Box Beams	6" Comp. Concrete Slab	89.7'	26.8'	29.4'	25 deg	2003	27.0'	10.0'	-	30	68 (2019)	6
3327660	NEW OREGON ROAD	SOUTH BRANCH 18 MILE CRK	446-1	NORTH COLLINS	1	P.S.C. Box Beams	6" Comp. Concrete Slab	85.0'	28.0'	33.1'	0 deg	2002	28.0'	10.0'	-	45	254 (2020)	6
3328840	LEYDECKER ROAD	CAZENOVIA CREEK	723	WEST SENECA	1	Girder/Floorbeam	10" Comp. Concrete Slab	202.0'	25.1'	27.2'	0 deg	1934	25.0'	12.0'	-	45	1161 (2021)	5
3328730	COMO PARK BLVD	CAYUGA CREEK	523-1	CHEEKTOWAGA	1	P.S.C. Box Beams	6" Comp. Concrete Slab	172.0'	44.0'	51.3'	0 deg	1984	44.0'	12.0'	5' (Right)	35	6439 (2020)	4
3362090	BROOKLYN STREET	MURDER CREEK	PK-1	NEWSTEAD	1	Steel Multi-Girder	9.5" Comp. Concrete Slab	74.3'	20.0'	28.3'	12 deg	2016	25.0'	10.0'	5' (Right)	40	67 (2017)	5
3328720	STONY ROAD	ELLICOTT CREEK	350-1	LANCASTER	1	Steel Muti-Girder/Frame	9.5" Comp. Concrete Deck	119.0'	34.0'	37.3'	10 deg	2018	28.0'	11.0'	-	35	3057 (2020)	6
3326520	SWIFT MILLS ROAD	MURDER CREEK	255-2	NEWSTEAD	1	P.S.C. Box Beams	6" Comp. Concrete Slab	93.0'	30.0'	33.3'	0 deg	2016	28.0'	10.0'	-	35	186 (2018)	6
3326900	TOWNLINE ROAD	ELLICOTT CREEK	335-8	ALDEN	1	P.S.C. Box Beams	5" Comp. Concrete Slab	86.0'	28.5'	31.0'	0 deg	1928	28.0'	10.0'	-	35	1431 (2021)	8
3327040	RANSOM ROAD	ELLICOTT CREEK	155-10	LANCASTER	1	P.S.C. Box Beams	6" Comp. Concrete Slab	111.0'	28.0'	30.0'	40 deg	1990	28.0'	10.0'	-	40	2812 (2016)	6
3362250	BEACH ROAD / EDEN-EVANS CTR RD	BIG SISTER CREEK	221-1	EVANS	1	Steel Multi-Girder	9.5" Comp. Concrete Slab	97.0'	39.2'	42.5'	8 deg	1975	32.0'	11.0'	-	40	3097 (2021)	8
3326230	TONAWANDA CRK RD	TONAWANDA CR TRIB	2-1	AMHERST	1	P.S.C. Voided Slabs	5" Comp. Concrete Slab	34.0'	30.0'	32.9'	11 deg	1989	30.0'	11.0'	-	45	1022 (2020)	3
3326330	DODGE ROAD	RANSOM CREEK	45-5	AMHERST	1	P.S.C. Box Beams	6.5" Comp. Concrete Slab	56.8'	34.0'	37.1'	20 deg	1983	32.0'	12.0'	-	40	1140 (2021)	3
3326720	CASEY ROAD (CR 295)	GOT CREEK	295-2	AMHERST	1	P.S.C. Box Beams	6" Comp. Concrete Slab	43.0'	40.0'	42.3'	0 deg	1981	40.0'	12.0'	-	40	7114 (2020)	2
3327230	AERO DRIVE	ELLICOTT CREEK	324-1A	CHEEKTOWAGA	1	Steel Pony Truss	8" Comp. Concrete Slab	87.8'	24.0'	25.7'	31 deg	1936	25.0'	12.0'	-	45	3744 (2020)	7
3327520	BERG ROAD CR187	N BR SMOKES CREEK	187-2	ORCHARD PARK	1	Steel Multi-Girder	9" Comp. Concrete Slab	136.0'	40.0'	51.0'	66 deg	1981	40.0'	12.0'	5.5'	35	3161 (2020)	2
3327950	MILL ROAD (CR 47)	WEST BRANCH CAZENOVIA CRK	47-1	AURORA	1	Steel Multi-Girder	10" Comp. Concrete Slab	183.5'	30.0'	32.0'	0 deg	1984	28.0'	11.0'	-	35	1927 (2020)	8

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Bridge Deck Sealing (22 Bridges)
PIN 5764.16-25

BRIDGE DATA TABLE

SHEET NO. 5
DATE MAY 2025
SCALE AS SHOWN
DWG. NO. DATA-1

FILE NAME = V:\Projects\ANY\K7\079441.005\09_Design\Drawings\Tr_Struc\5_2024 Deck Sealing_DATA-1.dgn
DATE/TIME = 16-MAY-2025
USER = 3289

BRIDGE DECK SEALING SUMMARY TABLE

BRIDGE LOCATION			BRIDGE DECK SEALING PAYMENT AREAS (A MINIMUM OF TWO COATS OF SEALER ARE REQUIRED)											ITEM 559.03
BIN	Feature Carried	Feature Crossed	South/West Approach Slab			Bridge Deck (Incl. Sidewalks)			North/East Approach Slab			Fascia Depth (ft.)	Seal Fascias Approx. Area	TOTAL SEALING PAYMENT AREA (SF)
			Avg. Length (ft.)	Avg. Width (ft.)	Approx. Area	Length (ft.)	Avg. Width (ft.)	Approx. Area	Avg. Length (ft.)	Avg. Width (ft.)	Approx. Area			
3328550	MORSE ROAD (CR 433)	BR.CAZENOVIA CRK.	0.0	0.0	0 SF	62.3	37.0	2,306 SF	0.0	0.0	0 SF	1.42	177 SF	2,483
1048310	JAMISON ROAD	BUFFALO CREEK	19.0	28.0	532 SF	174.0	32.0	5,568 SF	15.0	28.0	420 SF	1.01	352 SF	6,872
3327310	GIRDLE ROAD CR336	BUFFALO CREEK	18.4	24.0	442 SF	220.0	33.3	7,326 SF	18.4	24.0	442 SF	1.00	440 SF	8,650
3327990	WEST FALLS ROAD	WEST BRANCH CAZENOVIA CRK	25.0	33.5	838 SF	103.5	36.0	3,726 SF	25.0	39.6	990 SF	1.42	293 SF	5,847
3327620	NEW OREGON ROAD	SOUTH BR. 18 MILE CRK	25.0	28.0	700 SF	84.0	30.0	2,520 SF	25.0	28.0	700 SF	1.00	168 SF	4,088
3327640	NEW OREGON RD	SOUTH BRANCH 18 MILE CRK	13.1	26.8	351 SF	81.4	26.9	2,189 SF	13.1	26.8	351 SF	0.82	133 SF	3,024
3327650	NEW OREGON ROAD	SOUTH BRANCH 18 MILE CRK	13.1	26.8	352 SF	89.7	29.4	2,640 SF	13.1	26.8	352 SF	0.82	147 SF	3,491
3327660	NEW OREGON ROAD	SOUTH BRANCH 18 MILE CRK	13.1	33.1	435 SF	85.0	28.0	2,380 SF	13.1	33.1	435 SF	0.82	139 SF	3,389
3328840	LEYDECKER ROAD	CAZENOVIA CREEK	1.5	34.1	51 SF	202.0	25.1	5,067 SF	1.5	34.1	51 SF	0.83	337 SF	5,506
3328730	COMO PARK BLVD	CAYUGA CREEK	33.4	35.0	1,170 SF	172.0	51.3	8,824 SF	33.4	35.0	1,170 SF	1.09 (avg.)	375 SF	11,539
3362090	BROOKLYN STREET	MURDER CREEK	0.0	0.0	0 SF	74.3	28.3	2,101 SF	0.0	0.0	0 SF	1.25	185 SF	2,286
3328720	STONY ROAD	ELLICOTT CREEK	21.3	34.5	735 SF	119.0	37.3	4,443 SF	21.3	34.5	735 SF	1.05	249 SF	6,162
3326520	SWIFT MILLS ROAD	MURDER CREEK	18.0	27.3	491 SF	93.5	33.3	3,114 SF	16.0	28.2	451 SF	1.00	187 SF	4,243
3326900	TOWNLINE ROAD	ELLICOTT CREEK	0.0	0.0	0 SF	86.0	31.0	2,666 SF	0.0	0.0	0 SF	0.83	143 SF	2,809
3327040	RANSOM ROAD	ELLICOTT CREEK	25.0	20.0	500 SF	111.0	30.0	3,330 SF	25.0	20.0	500 SF	0.67	148 SF	4,478
3362250	BEACH ROAD / EDEN-EVANS CTR RD	BIG SISTER CREEK	25.0	39.6	990 SF	97.0	42.5	4,123 SF	25.0	39.6	990 SF	0.92	178 SF	6,281
3326230	TONAWANDA CRK RD	TONAWANDA CR TRIB	14.6	31.0	452 SF	34.0	32.9	1,119 SF	14.6	31.0	452 SF	1.00	68 SF	2,091
3326330	DODGE ROAD	RANSOM CREEK	1.0	36.2	36 SF	56.8	37.1	2,104 SF	1.0	36.2	36 SF	0.88	99 SF	2,275
3326720	CASEY ROAD (CR 295)	GOT CREEK	20.0	39.3	786 SF	43.0	42.3	1,819 SF	20.0	39.3	786 SF	0.67	57 SF	3,448
3327230	AERO DRIVE	ELLICOTT CREEK	17.5	24.0	420 SF	87.8	25.7	2,254 SF	17.5	24.0	420 SF	0.67	117 SF	3,211
3327520	BERG ROAD CR187	N BR SMOKES CREEK	40.1	51.0	2,045 SF	136.0	51.0	6,936 SF	40.0	51.0	2,040 SF	1.75	476 SF	11,497
3327950	MILL ROAD (CR 47)	WEST BRANCH CAZENOVIA CRK	30.0	30.0	900 SF	183.5	32.0	5,873 SF	30.0	30.0	900 SF	1.02	375 SF	8,048

TOTAL DECK SEALING AREAS	DECKS	APPROACH SLABS	FASCIAS	TOTAL AREA
	82,428 SF	24,447 SF	4,844 SF	111,719 SF
				ITEM 559.03

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Bridge Deck Sealing (22 Bridges)
PIN 5764.16-25

BRIDGE SEALING TABLE

SHEET NO. 6
DATE MAY 2025
SCALE AS SHOWN
DWG. NO. RT-1

FILE NAME = V:\Projects\ANY\K7\079441.005\09_Design\Drawings\Tr_Struc\6_2024 Deck Sealing_RT-1.dgn
DATE/TIME = 16-MAY-2025
USER = 3289

MISCELLANEOUS CRACK, JOINT & CONCRETE REPAIR ITEMS

BRIDGE LOCATION			ITEM 502.90010018		ITEM 511.60000018		ITEM 560.08		ITEM 567.51000016		ITEM 567.63		ITEM 633.13	
BIN	Feature Carried	Feature Crossed	CLEAN & FILL CRACKS IN PORTLAND CEMENT CONCRETE. [USE SIKADUR 35 LOW VISCOSITY OR OTHER APPROVED CRACK SEALANT] (CRACKS APPROX. 1/4") (REFER TO DETAIL 1, DWG. RD-1)	QUANTITY	PARTIAL DEPTH CONCRETE REPAIRS CONCRETE REPAIR MATERIAL- HIGH EARLY STRENGTH	QUANTITY	TUCK POINTING (UNDER GRANITE CURBS ONLY)	QUANTITY	REHAB. OF BRIDGE CONSTRUCTION JOINTS OR RECESS (REFER TO DETAIL 2, DWG. RD-1)	QUANTITY	REHAB. OF BRIDGE JOINT (REFER TO DETAIL 3, DWG. RD-1)	QUANTITY	CLEANING, SEALING AND/OR FILLING JOINTS BETWEEN ASPHALT PAVEMENT AND APPROACH SLAB (REFER TO DETAIL 4, DWG. RD-1)	QUANTITY
3328550	MORSE ROAD (CR 433)	BR.CAZENOVIA CRK.												
1048310	JAMISON ROAD	BUFFALO CREEK	Clean & Seal 12 LF transverse Crack located 1 ft. from East backwall joint on span side of Bridge Deck, 6 LF of longitudinal at West end of span	18 LF					EAST DECK/APPROACH 3/4" WEST DECK/APPROACH 3/4"	65 LF			Clean, Seal and Fill East and West Joints between the Sleeper Slab or Approach Slab and the Asphalt Pavement. (Use Perma-Patch to fill voids where gap is excessive)	65 LF
3327310	GIRDLE ROAD CR336	BUFFALO CREEK							SOUTH DECK/APPROACH 1/2" NORTH DECK/APPROACH 1/2"	54 LF				
3327990	WEST FALLS ROAD	WEST BRANCH CAZENOVIA CRK	Clean & Seal multiple crack location	175 LF	Several Misc. Partial-Depth Repairs on Approach Slabs. **Curb Repair - Drill & Grout Dowels, Form & Construct Replacement Curb at West End of Deck: 8 LF ALL Associated Costs Included in Item 511.60000018**	223.0 SF	Debris build-up along half of span length under curb.	50.0 LF	Remove, Clean & Reseal Backwall Joints at Both West & East Approach Slabs. (72LF of 1/2" To 2" Wide Joints)	72 LF			Clean, Seal and Fill East and West Joints between the Sleeper Slab or Approach Slab and the Asphalt Pavement. (Use Perma-Patch to fill voids where gap is excessive)	71 LF
3327620	NEW OREGON ROAD	SOUTH BR. 18 MILE CRK			Partial Depth Repairs @ West Approach Slab:	42.0 SF			SOUTH DECK/APPROACH 5/8" NORTH DECK/APPROACH 5/8"	60 LF			Clean, Seal and Fill North Joints between the Approach Slab and Asphalt Pavement. (Use Perma-Patch to fill voids where gap is excessive)	60 LF
3327640	NEW OREGON RD	SOUTH BRANCH 18 MILE CRK	Clean & Seal 2.5 cracks running the width of the bridge & 1.75 cracks running the full length of the span	219 LF					SOUTH DECK/APPROACH 1" NORTH DECK/APPROACH 1-1/4"	62 LF			Clean, Seal and Fill North & South Joints between the Approach Slab and Asphalt Pavement. (Use Perma-Patch to fill voids where gap is excessive)	57 LF
3327650	NEW OREGON ROAD	SOUTH BRANCH 18 MILE CRK	Clean & Seal 2 cracks running the width of the bridge & summed 3 cracks running the full length of the span. One crack running the length of the south approach slab	351 LF					SOUTH DECK/APPROACH 7/8" NORTH DECK/APPROACH 5/8"	65 LF			Clean, Seal and Fill North & South Joints between the Approach Slab and Asphalt Pavement. (Use Perma-Patch to fill voids where gap is excessive)	65 LF
3327660	NEW OREGON ROAD	SOUTH BRANCH 18 MILE CRK	Clean & Seal cracks running the width & length of the bridge.	450 LF					SOUTH DECK/APPROACH 1/2" NORTH DECK/APPROACH 7/8"	66 LF			Clean, Seal and Fill North & South Joints between the Approach Slab and Asphalt Pavement. (Use Perma-Patch to fill voids where gap is excessive)	56 LF
3328840	LEYDECKER ROAD	CAZENOVIA CREEK											Clean, Seal and Fill North & South Joints between the Backwall and Asphalt Pavement. (Use Perma-Patch to fill voids where gap is excessive)	54 LF
3328730	COMO PARK BLVD	CAYUGA CREEK												
3362090	BROOKLYN STREET	MURDER CREEK	**NO MISC. REPAIRS REQUIRED THIS BRIDGE**											
3328720	STONY ROAD	ELLICOTT CREEK	Clean & Seal cracks focused at bcth deck ends. Also, Clean & Seal at Approach/Bridge Joints	96 LF							NORTH SLEEPER JOINT 1-1/2" SOUTH SLEEPER JOINT 1-1/2"	70 LF	Clean, Seal and Fill North & South Joints between the Sleeper Slab and Asphalt Pavement. (Use Perma-Patch to fill voids where gap is excessive)	69 LF
3326520	SWIFT MILLS ROAD	MURDER CREEK									WEST SLEEPER JOINT WEST DECK/APPROACH (Under North Rail, 2 FT)	30 LF	Clean, Seal and Fill Joints between the Approach Slab and Asphalt Pavement. (Use Perma-Patch to fill voids where gap is excessive)	70 LF
3326900	TOWNLINE ROAD	ELLICOTT CREEK												
3327040	RANSOM ROAD	ELLICOTT CREEK	Clean & Seal multiple cracks along both travelways (4 Full Length Crack, 2 cracks running half span length, 3 cracks partially filled of 1/3 span length)	667 LF					SOUTH APPROACH/HEADER 1" NORTH APPROACH/HEADER 1"	80 LF	SOUTH DECK/HEADER 1-1/2" NORTH DECK/HEADER 1-3/4"	80 LF		
3362250	BEACH ROAD / EDEN-EVANS CTR RD	BIG SISTER CREEK							EAST DECK/APPROACH 1/2" WEST DECK/APPROACH 5/8"	86 LF	EAST SLEEPER JOINT 1-1/2"	43 LF	Clean, Seal and Fill Joints between the Approach Slab and Asphalt Pavement. (Use Perma-Patch to fill voids where gap is excessive)	85 LF
3326230	TONAWANDA CRK RD	TONAWANDA CR TRIB	Clean & Seal one cracks running the full length of the span and multiple cracks running the width of joint headers	50 LF							EAST DECK/APPROACH 1" WEST DECK/APPROACH 7/8"	66 LF		
3326330	DODGE ROAD	RANSOM CREEK	Clean & Seal Longitudinal, Diagonal along bridge span (4 width long cracks) (14 cracks running the width of headwalls)	183 LF										
3326720	CASEY ROAD (CR 295)	GOT CREEK												
3327230	AERO DRIVE	ELLICOTT CREEK	Clean & Seal various cracks running the length and width of the bridge	72 LF							EAST DECK/APPROACH 1-1/4" WEST DECK/APPROACH 1-1/4	60 LF	Clean, Seal and Fill West & East Joints between the Approach Slab and Asphalt Pavement. (Use Perma-Patch to fill voids where gap is excessive)	48 LF
3327520	BERG ROAD CR187	N BR SMOKES CREEK									SOUTH DECK/APPROACH 1" CENTER PIER 1" NORTH DECK/APPROACH 7/8"	375 LF	Clean, Seal and Fill North & South Joints between the Header and Asphalt Pavement. (Use Perma-Patch to fill voids where gap is excessive)	205 LF
3327950	MILL ROAD (CR 47)	WEST BRANCH CAZENOVIA CRK	Clean & Seal various transverse Cracks	48 LF	Partial Depth Repairs majority on east approach slab with one area on west abutment header.	58 SF					E. DECK/APPR. 1-1/8" - FOAM SUPPORTED SILICONE (32 LF)	32 LF	Clean, Seal and Fill West Joints between the Approach Slab and Asphalt Pavement. (Use Perma-Patch to fill voids where gap is excessive)	32 LF
			TOTAL ITEM 502.90010018		**TOTAL ITEM 511.60000018**		**TOTAL ITEM 560.08**		**ITEM 567.51000016**		**ITEM 567.63**		**TOTAL ITEM 633.13**	
			CLEAN & FILL CRACKS IN PORTLAND CEMENT CONCRETE, [USE SIKADUR 35 LOW VISCOSITY OR OTHER APPROVED CRACK SEALANT] (CRACKS APPROX. 1/4") (REFER TO DETAIL 1, DWG. RD-1)	**2,329 LF**	PARTIAL DEPTH CONCRETE REPAIRS CONCRETE REPAIR MATERIAL- HIGH EARLY STRENGTH	**323 SF**	TUCK POINTING (UNDER GRANITE CURBS ONLY)	**50 LF**	REHAB. OF BRIDGE CONSTRUCTION JOINTS OR RECESS (REFER TO DETAIL 2, DWG. RD-1)	**611 LF**	REHAB. OF BRIDGE JOINT (REFER TO DETAIL 3, DWG. RD-1)	**756 LF**	CLEANING, SEALING AND/OR FILLING JOINTS BETWEEN ASPHALT PAVEMENT AND APPROACH SLAB (REFER TO DETAIL 4, DWG. RD-1)	**937 LF**

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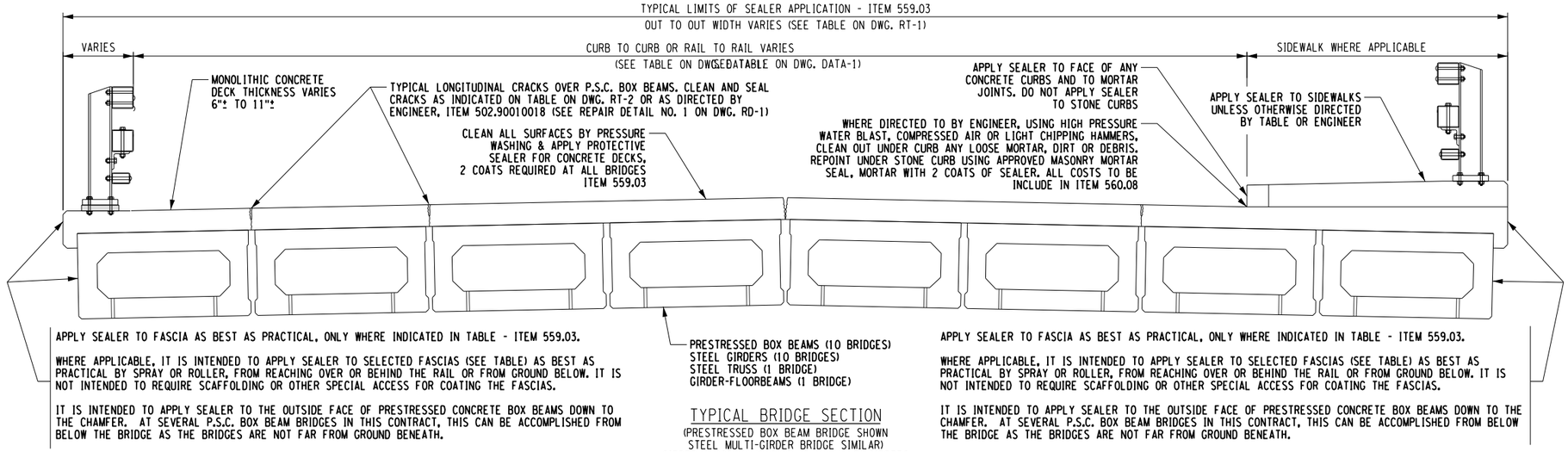
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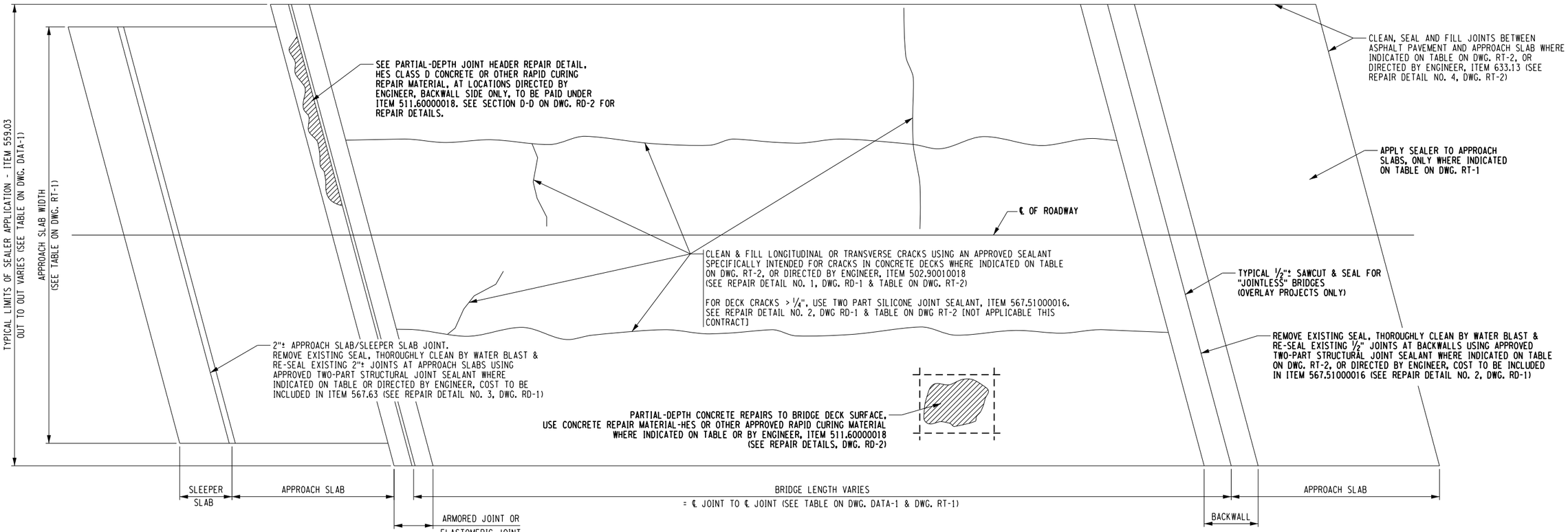
Bridge Deck Sealing (22 Bridges)
PIN 5764.16-25

MISCELLANEOUS REPAIR TABLE

SHEET NO. 7
DATE MAY 2025
SCALE AS SHOWN
DWG. NO. RT-2



TYPICAL BRIDGE SECTION
(PRESTRESSED BOX BEAM BRIDGE SHOWN
STEEL MULTI-GIRDER BRIDGE SIMILAR)
GIRDER-FLOORBEAMS SIMILAR TO MULTI-GIRDERS
N.T.S.



PLAN
BRIDGE REPAIR SCHEMATIC
N.T.S.

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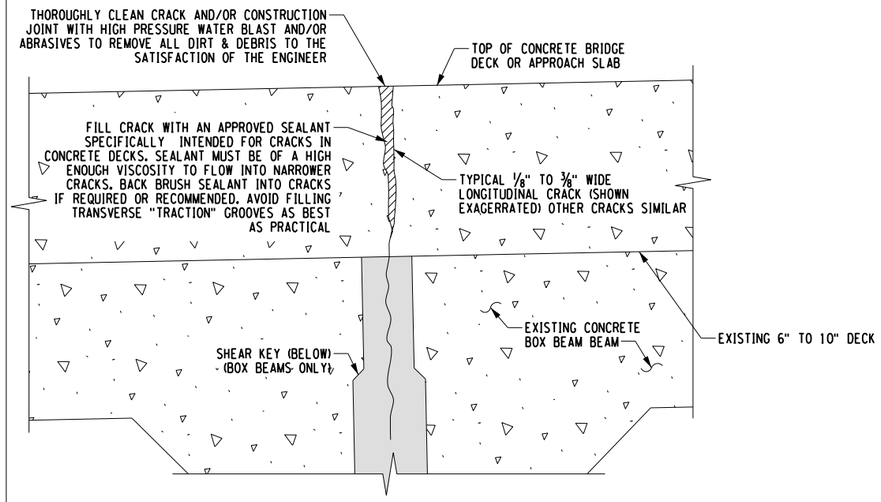
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95 FRANKLIN ST. BUFFALO, NEW YORK

Bridge Deck Sealing (22 Bridges)
PIN 5764.16-25

TYPICAL REPAIR PLAN & SECTION

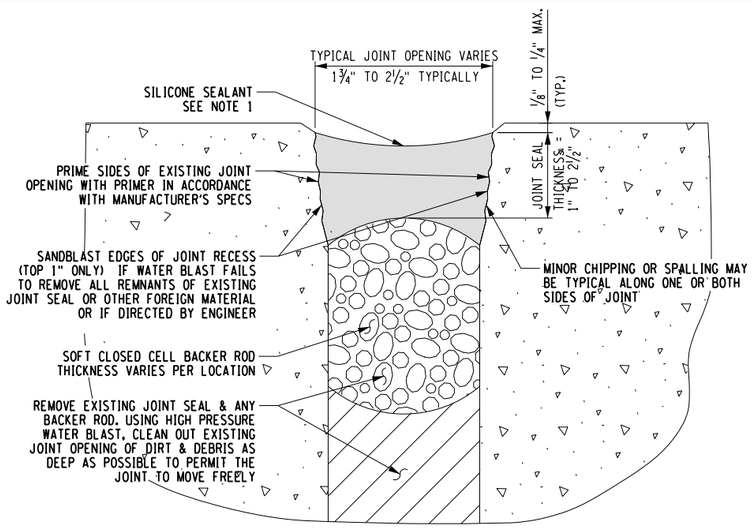
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DWG. NO. RP-1

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DATE/TIME = 16-MAY-2025
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REPAIR DETAIL NO. 1
DECK CRACK & CONSTRUCTION JOINT REPAIR (1/4"± NO-ROUTING)
ITEM 502.90010018
N.T.S.

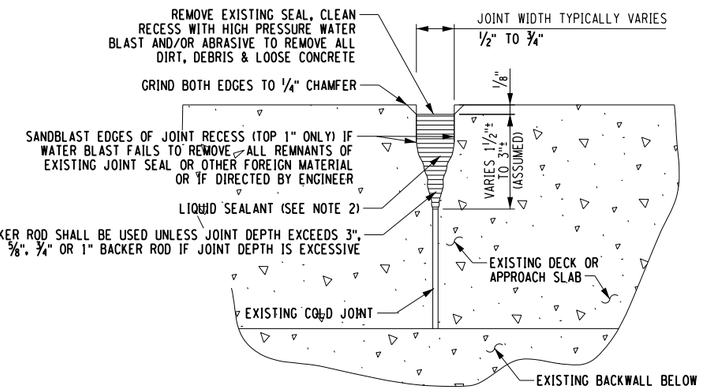
NO ROUTING OF CRACKS IS ANTICIPATED AT ANY OF THE BRIDGES IN THIS CONTRACT



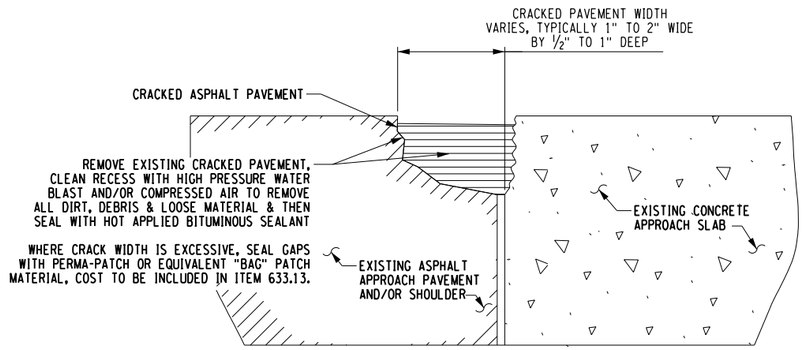
REPAIR DETAIL NO. 3
BRIDGE JOINT RE-SEAL, APPROACH SLAB/SLEEPER SLAB JOINTS
ITEM 567.63
N.T.S.

NOTES:

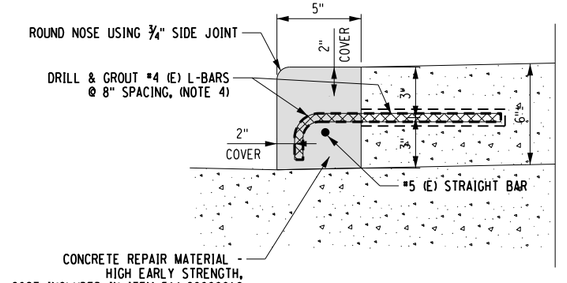
1. FILL THE RECESS (DETAIL NO. 3) WITH A "TWO-PART" STRUCTURAL JOINT SEALANT FROM THE NYSDOT'S APPROVED LIST. PRIME THE VERTICAL FACES WITH THE MANUFACTURER'S RECOMMENDED PRIMER, AND ALLOW TO DRY. PLACE A 2"± TO 3"± DIA. SOFT CLOSED CELL BACKER ROD IN THE BOTTOM OF THE RECESS. POUR THE SILICONE TO A THICKNESS OF APPROXIMATELY 1" TO 2 1/2"± AND EXTEND TO WITHIN 1/8" TO 1/4"± FROM SURFACE. PAYMENT TO BE MADE UNDER ITEM 567.63.
2. FILL THE RECESS (DETAIL NO. 2) WITH A "TWO-PART" STRUCTURAL JOINT SEALANT FROM NYSDOT'S APPROVED LIST. CLEAN THE VERTICAL FACES OF THE RECESS BY WATER BLAST, AND AIR BLOW THE RESIDUE FROM THE RECESS. PRIME THE VERTICAL FACES WITH THE MANUFACTURER'S RECOMMENDED PRIMER, AND ALLOW TO DRY. PLACE SOFT CLOSED CELL BACKER ROD IN THE BOTTOM OF THE RECESS ONLY IF RECESS IS > 3" DEEP. POUR THE SILICONE TO A DEPTH OF APPROXIMATELY 2" TO 3". PAYMENT TO BE MADE UNDER ITEM 567.51000016.
3. THE CONTRACTOR SHALL NOTE THAT THE REMOVAL DETAILS SHOWN HERE DEPICT COMMON PATTERNS AND NOT ALL FIELD CONDITIONS MAY BE SHOWN. THE ENGINEER WILL MAKE ANY CHANGES TO REPAIR SIZES AND DETAILS AS NEEDED TO FIT ALL SITE SPECIFIC REPAIRS.
4. ALL COSTS ASSOCIATED WITH THE CONCRETE CURB REPLACEMENT, INCLUDING GRANITE CURB REMOVAL, DRILLING & GROUTING DOWELS, EPOXY COATED REBAR, FORMING & PLACING CONCRETE SHALL BE INCLUDED IN THE S.F. UNIT PRICE BID FOR ITEM 511.60000018. (WEST FALLS BRIDGE)



REPAIR DETAIL NO.2
BRIDGE JOINT RE-SEAL OVER BACKWALL OR OTHER JOINTS
ITEM 567.51000016
N.T.S.

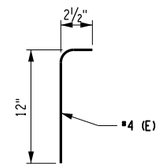


REPAIR DETAIL NO. 4
CLEANING, SEALING AND/OR FILLING JOINTS
BETWEEN ASPHALT AND APPROACH SLAB
ITEM 633.13
N.T.S.



CONCRETE CURB DETAIL
N.T.S.

TOTAL WEIGHT OF EPOXY-COATED REINFORCEMENT: 26 LB. (SEE NOTE 4)



L-BAR DETAIL
(12 REQ'D, (0.81 LB EACH, 10 LB. TOTAL)
ALSO PROVIDE 15 LF OF STRAIGHT #5 (E) BAR (16 LB.)
CUT TO FIT AS NECESSARY IN FIELD

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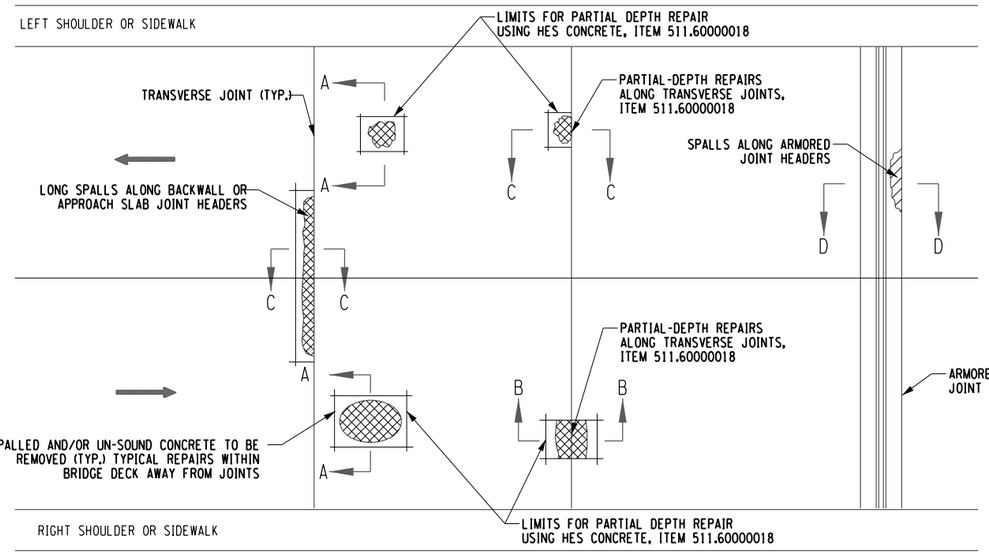
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Bridge Deck Sealing (22 Bridges)
PIN 5764.16-25

CRACK & JOINT REPAIR DETAILS

SHEET NO. 9
DATE MAY 2025
SCALE AS SHOWN
DWG. NO. RD-1

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PLAN

REPAIR DETAIL NO. 1

PARTIAL DEPTH CONCRETE REPAIRS - ITEM 511.60000018

N.T.S.

NOTES

1. THE CONTRACTOR SHALL NOTE THAT THESE TYPICAL REMOVAL DETAILS SHOW COMMON PATTERNS AND NOT ALL FIELD CONDITIONS MAY BE SHOWN. THE ENGINEER WILL MAKE ANY CHANGES TO REPAIR SIZES AND TYPES AS NEEDED.

2. CONCRETE REMOVAL SAWING METHOD - LAYOUT & SAW CUTTING:

   THE CONTRACTOR SHALL CLEARLY MARK OUT THE SAW CUT BOUNDARY LINE ACCORDING TO THE PAVEMENT REPAIR TABLES AND THE TYPICAL PAVEMENT REMOVAL PLAN.

   IF, IN THE OPINION OF THE ENGINEER, THE REMOVAL MARK OUT BOUNDARY BECOMES EXCESSIVE, HE WILL INFORM THE CONTRACTOR THAT THE REPAIR WILL BE MADE AS A FULL DEPTH REPAIR, OR THE ENGINEER WILL INFORM THE CONTRACTOR THAT THE MARK OUT IS ACCEPTABLE AND THE CONCRETE REMOVAL CAN BEGIN.

   THE COST FOR ALL SAWCUTTING, ALONG WITH THE REMOVAL & DISPOSAL OF THE CONCRETE, SHALL BE INCLUDED IN THE UNIT PRICE FOR ITEM 511.60000018, PARTIAL-DEPTH CONCRETE REPAIR.

3. DAMAGE AFTER SAWCUTTING:

   ONCE THE SAW CUT IS MADE, THE CONTRACTOR SHALL PROTECT THE SAW CUT EDGE FROM DAMAGE. DAMAGE TO THE SAW CUT EDGE CAUSED BY THE CONTRACTOR'S OPERATIONS, AS DETERMINED BY THE ENGINEER, SHALL REQUIRE THE CONTRACTOR TO RE-CUT THE BOUNDARY LINE AT A NEW LOCATION AS DETERMINED BY THE ENGINEER.

   THE BOUNDARY LINE SHALL BE RE-CUT A MINIMUM OF 2" FROM THE DAMAGED EDGE. THE BOUNDARY LINE RE-CUT SHALL REMOVE ALL OVER SAWING MADE TO MAKE THE REPAIR. ALL ADDITIONAL WORK NEEDED TO REMOVE DAMAGED AREAS SHALL BE COMPLETED BY THE CONTRACTOR AT NO COST TO THE COUNTY.

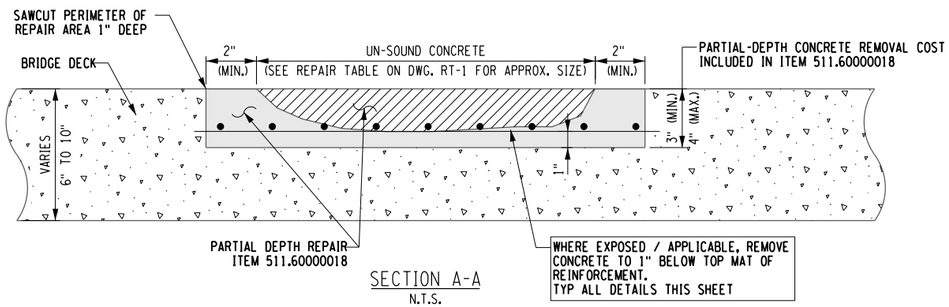
4. REPAIR BOTTOM:

   USING CHIPPING HAMMERS, THE CONTRACTOR SHALL LEVEL THE BOTTOM OF THE REPAIR AREA TO OBTAIN AN EVEN THICKNESS FOR THE CONCRETE REPAIR MATERIAL. ALL CONCRETE REMOVAL SHALL BE DONE TO THE SATISFACTION OF THE ENGINEER. WHERE REBAR IS ENCOUNTERED, CONCRETE REMOVAL SHALL EXTEND 1" PAST THE TOP MAT OF REINFORCEMENT, OR AS OTHERWISE DIRECTED BY ENGINEER.

5. OVER SAWING OF REPAIR:

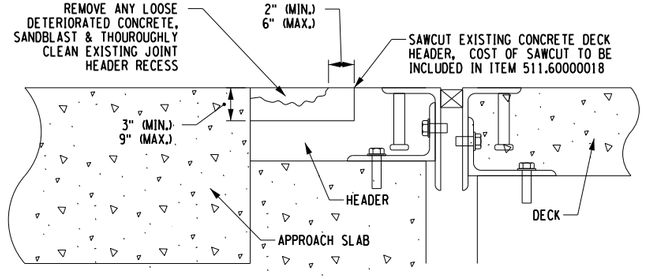
   THE CONTRACTOR SHALL OVER-SAW THE PARTIAL REPAIR LIMITS TO COMPLETE THE REMOVAL OF CONCRETE. THE OVER-SAWED AREAS SHALL BE CLEANED ACCORDING TO THE REQUIREMENTS FOR ITEM 511.60000018 PCC PARTIAL DEPTH REPAIRS. THE OVER-SAWED AREAS SHALL BE FILLED WITH ANCHORING MATERIAL MEETING THE REQUIREMENTS OF SECTION 701-07 OF THE STANDARD SPECIFICATION. THE COST TO COMPLETE THIS WORK SHALL BE INCLUDED IN THE UNIT PRICE FOR ITEM 511.60000018.

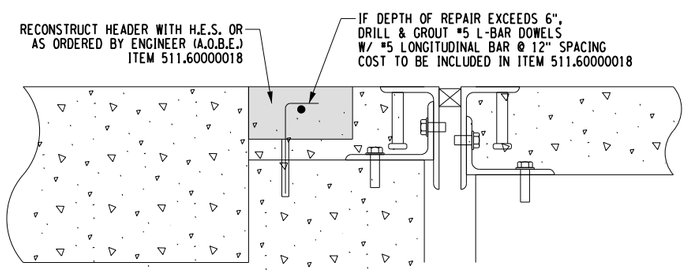
6. ALL PARTIAL-DEPTH REPAIR MATERIAL SHALL BE HES, RAPID SETTING, CONCRETE REPAIR MATERIALS, MEETING REQUIREMENTS OF THE SPECIFICATIONS AND SHALL HAVE A SET TIME SUCH TO PERMIT RE-OPENING TO TRAFFIC WITHIN 2-3 HOURS.



SECTION A-A

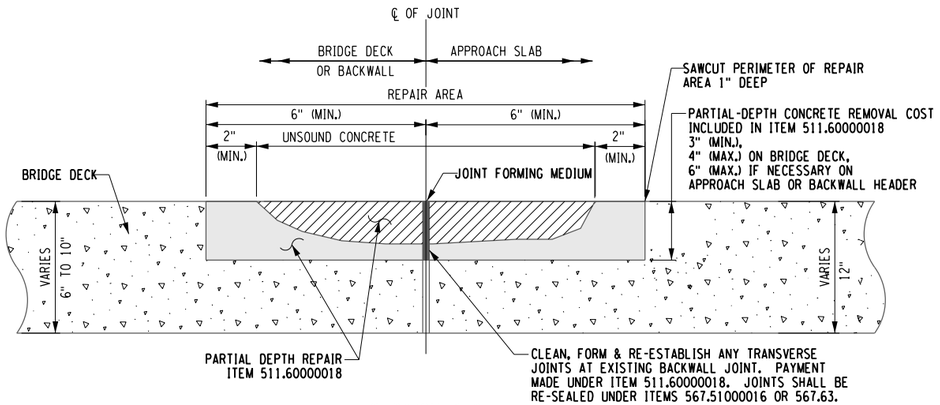
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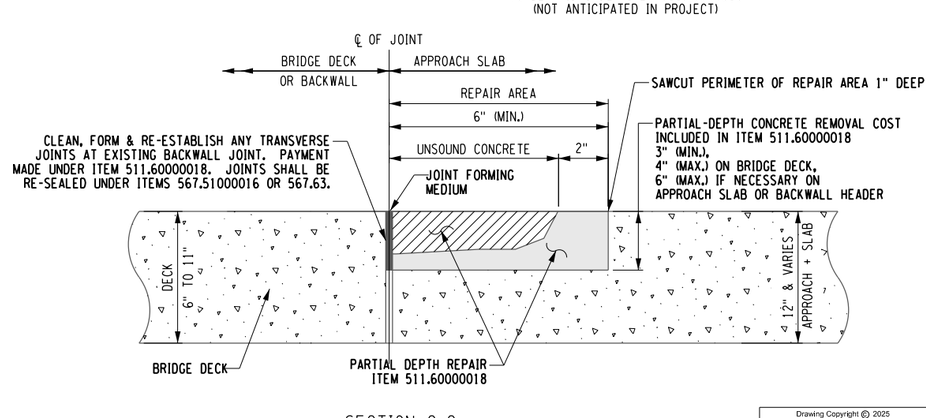
SECTION D-D

PARTIAL-DEPTH JOINT HEADER REPAIR DETAIL
TO BE PAID UNDER ITEM 511.60000018
(NOT ANTICIPATED IN PROJECT)



SECTION B-B

N.T.S.



SECTION C-C

N.T.S.

NOTE:

JOINTS AT, OR CROSSING A PARTIAL-DEPTH PATCH MUST BE REFORMED WITH A REMOVABLE 1/2" OR 3/4" PLYWOOD OR STYROFOAM FORM. THE JOINT FORMWORK SHALL MATCH THE WIDTH OF THE EXISTING JOINT AND EXTEND 1" BELOW THE NEW PATCHED AREA. THE PLYWOOD OR STYROFOAM FORM SHALL BE REMOVED AND THE JOINT SHALL BE SEALED CONTINUOUS WITH THE REMAINDER OF THE JOINT UNDER ITEM 567.51000016.

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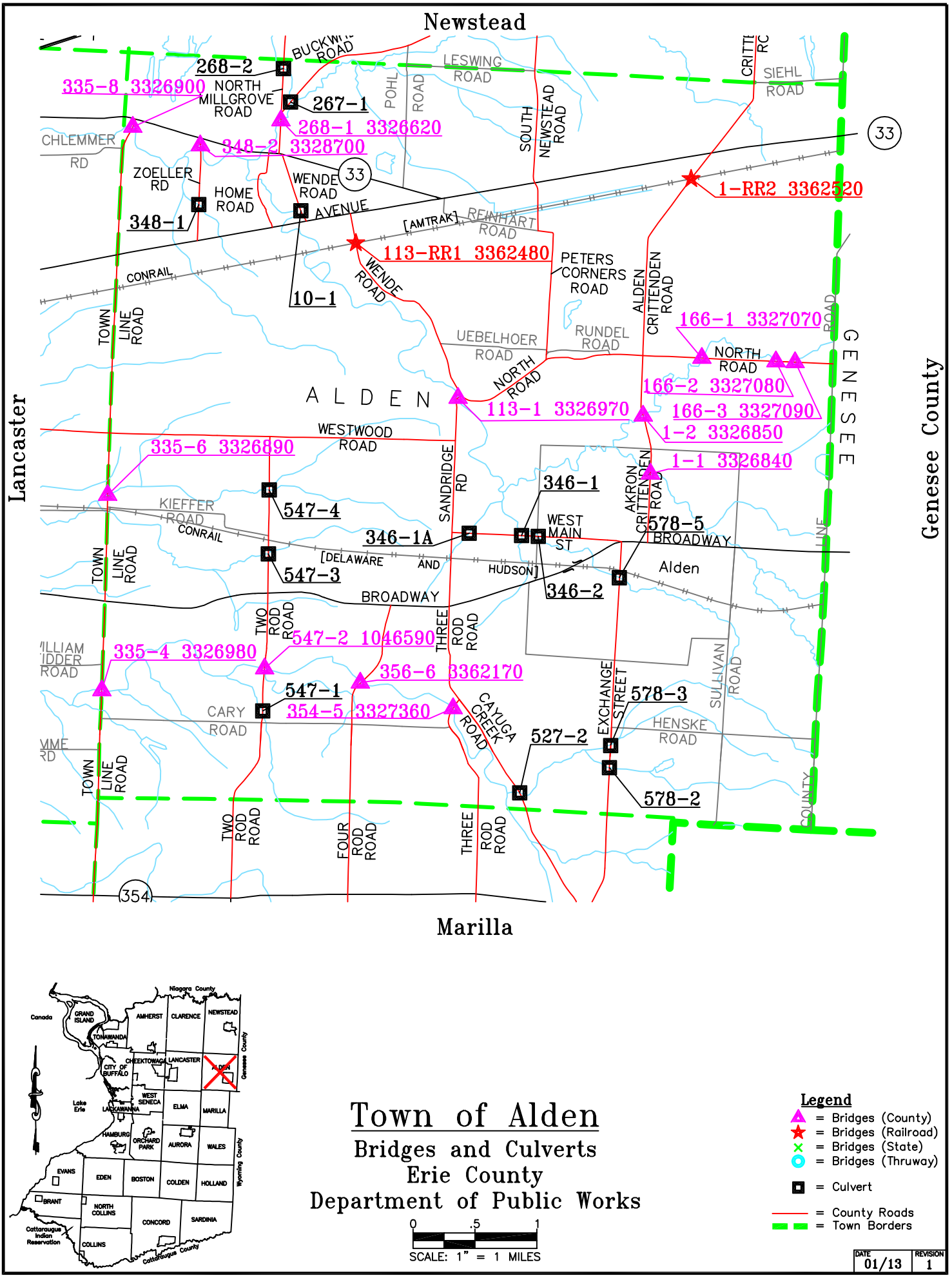
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Bridge Deck Sealing (22 Bridges)
PIN 5764.16-25

PARTIAL DEPTH CONCRETE REPAIRS

SHEET NO.	10
DATE	MAY 2025
SCALE	AS SHOWN
DWG. NO.	RD-2

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Town of Alden

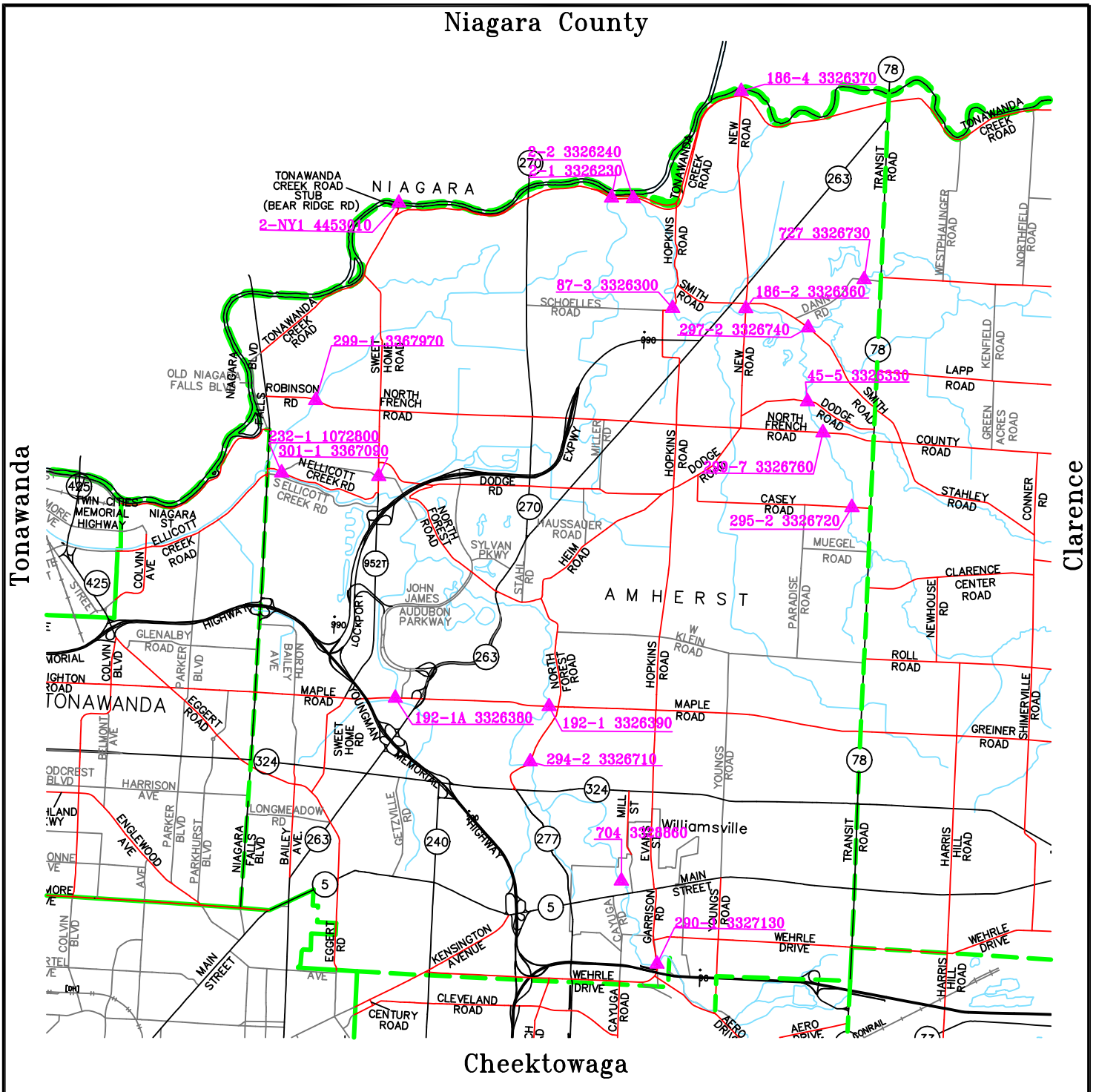
Bridges and Culverts
Erie County
Department of Public Works

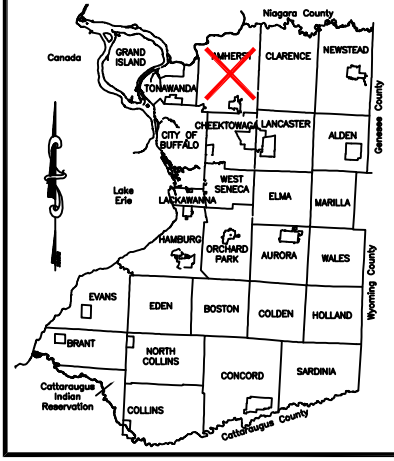
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Legend

- = Bridges (County)
- = Bridges (Railroad)
- = Bridges (State)
- = Bridges (Thruway)
- = Culvert
- = County Roads
- = Town Borders

DATE	REVISION
01/13	1





Town of Amherst

Bridges and Culverts
Erie County
Department of Public Works

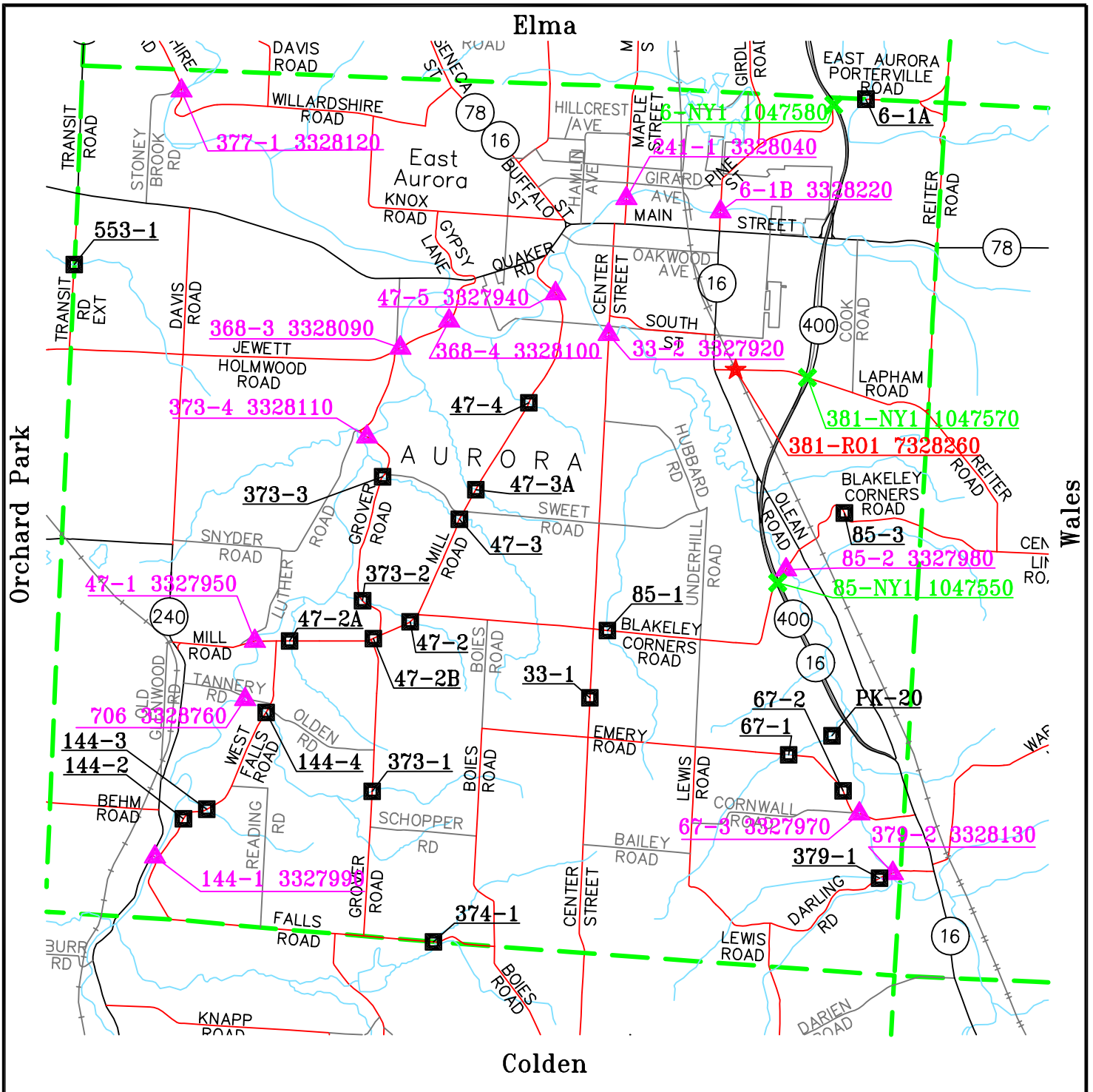
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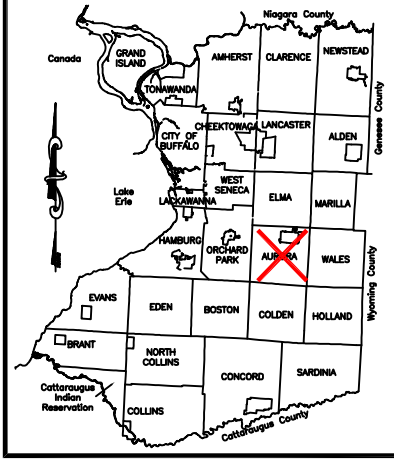
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- = Bridges (County)
- = Bridges (Railroad)
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- = Bridges (Thruway)
- = Culvert
- = County Roads
- = Town Borders

DATE	REVISION
01/13	1





Town of Aurora

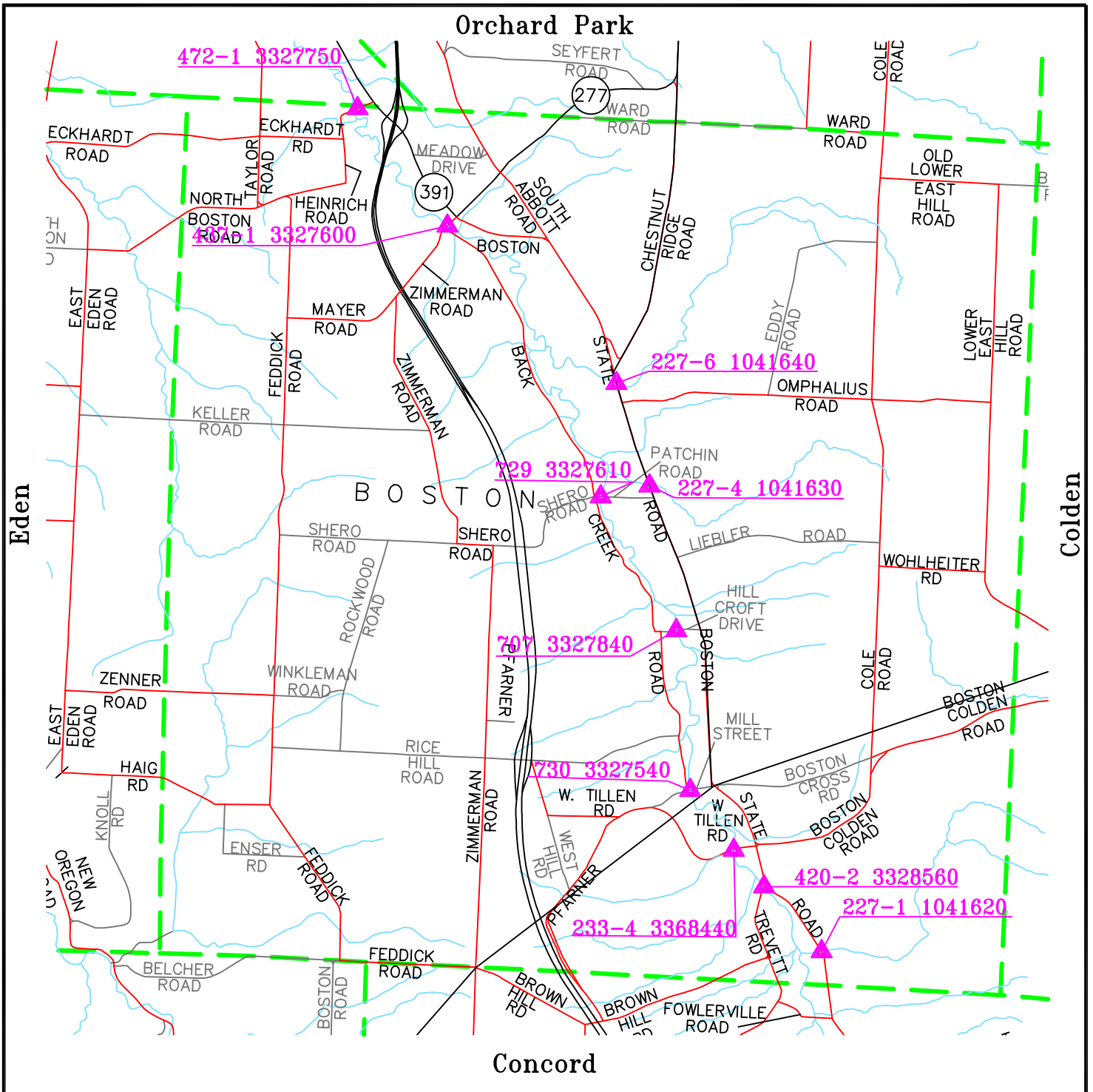
Bridges and Culverts
Erie County
Department of Public Works

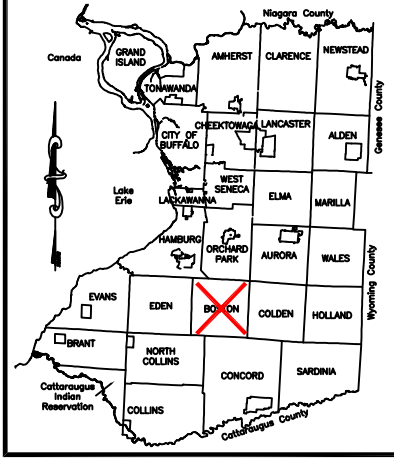
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- = Culvert
- = County Roads
- = Town Borders

DATE	REVISION
01/13	1





Town of Boston

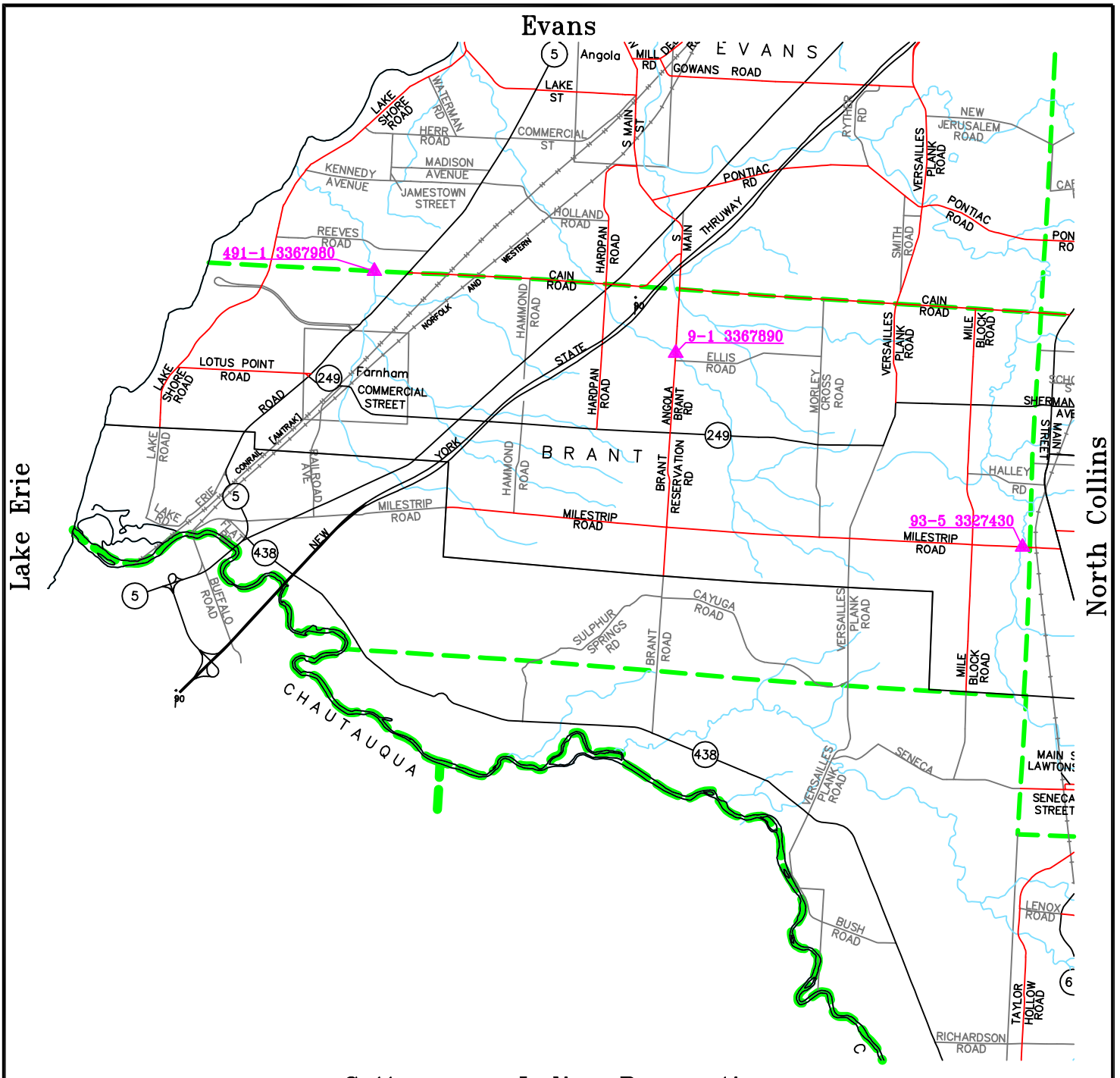
Bridges and Culverts
Erie County
Department of Public Works

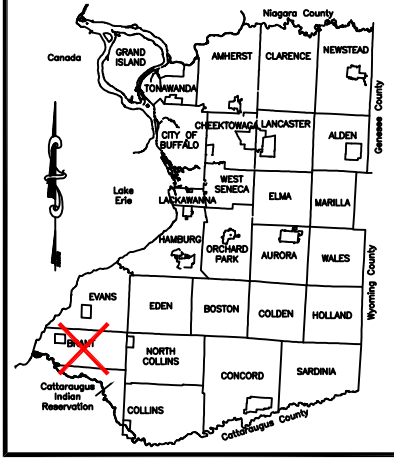
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- = Bridges (Railroad)
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- = Bridges (Thruway)
- = Culvert
- = County Roads
- = Town Borders

DATE	REVISION
01/13	1





Town of Brant

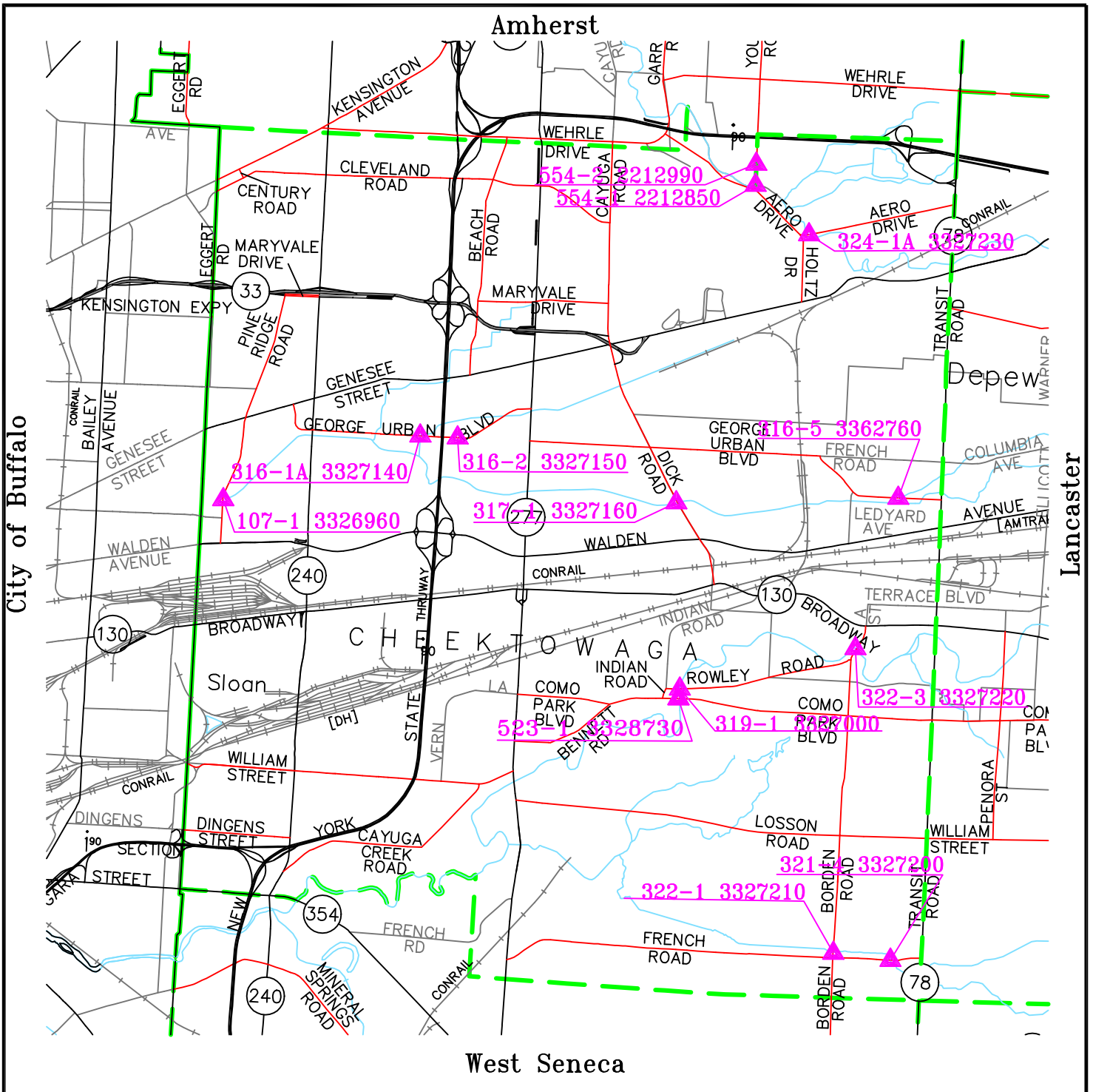
Bridges and Culverts
Erie County
Department of Public Works

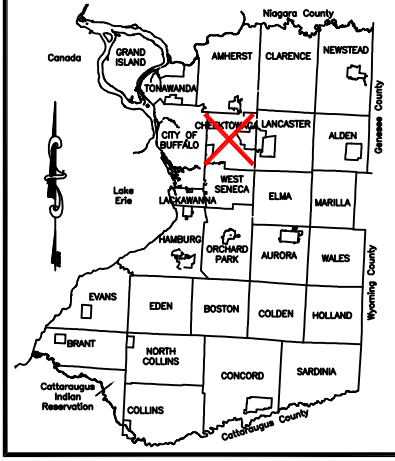
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Legend

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- = Bridges (Railroad)
- = Bridges (State)
- = Bridges (Thruway)
- = Culvert
- = County Roads
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DATE	REVISION
01/13	1





Town of Cheektowaga

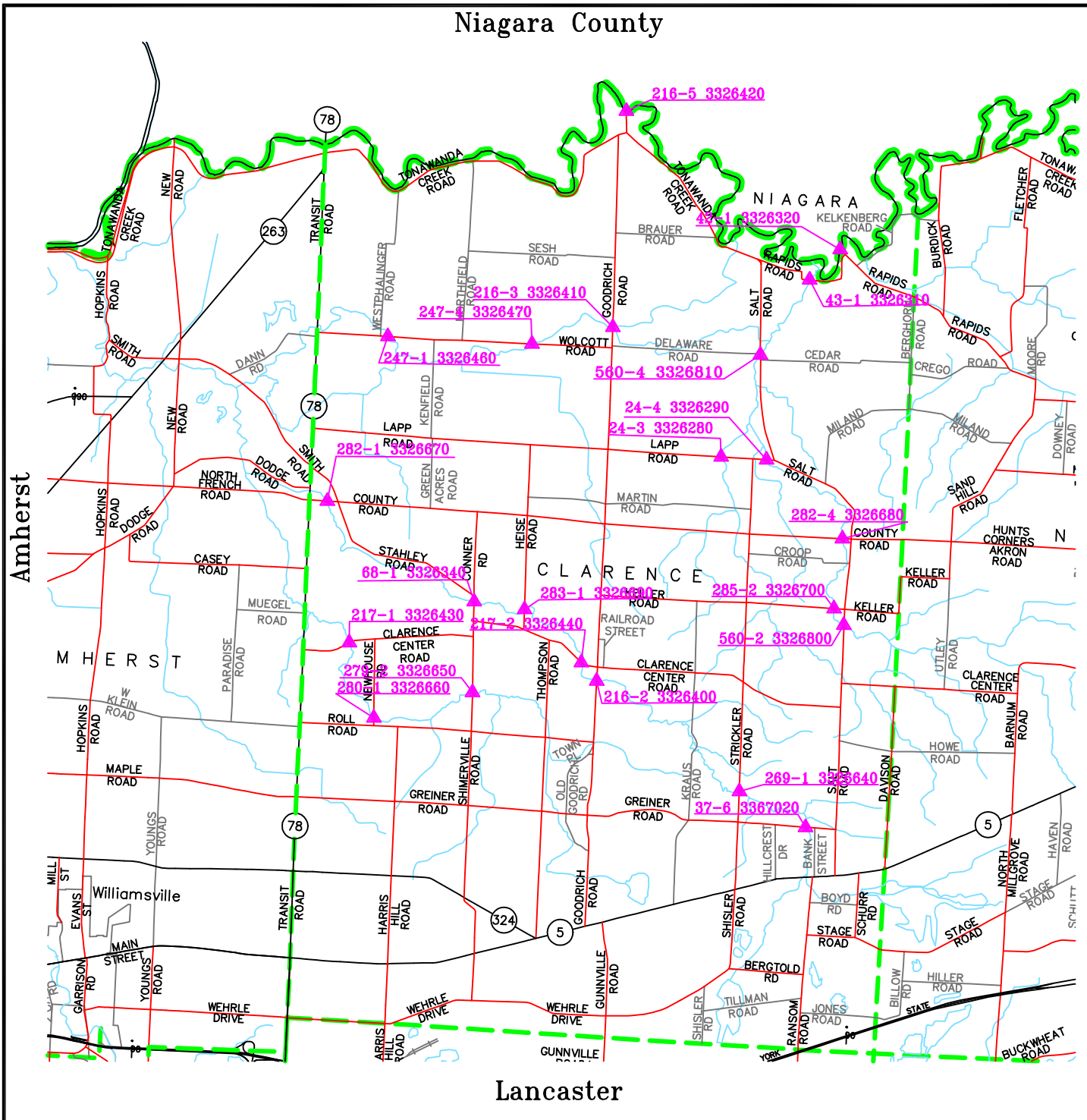
Bridges and Culverts
Erie County
Department of Public Works

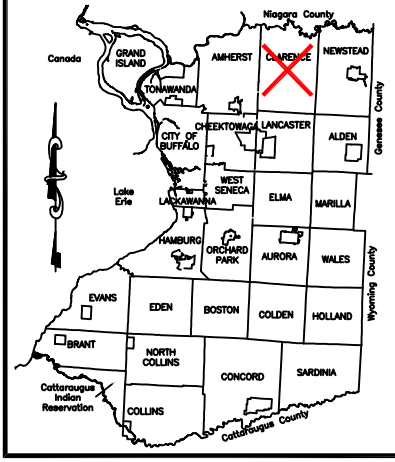
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SCALE: 1" = 1 MILES

Legend

- = Bridges (County)
- = Bridges (Railroad)
- = Bridges (State)
- = Bridges (Thruway)
- = Culvert
- = County Roads
- = Town Borders

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Town of Clarence

Bridges and Culverts
Erie County
Department of Public Works

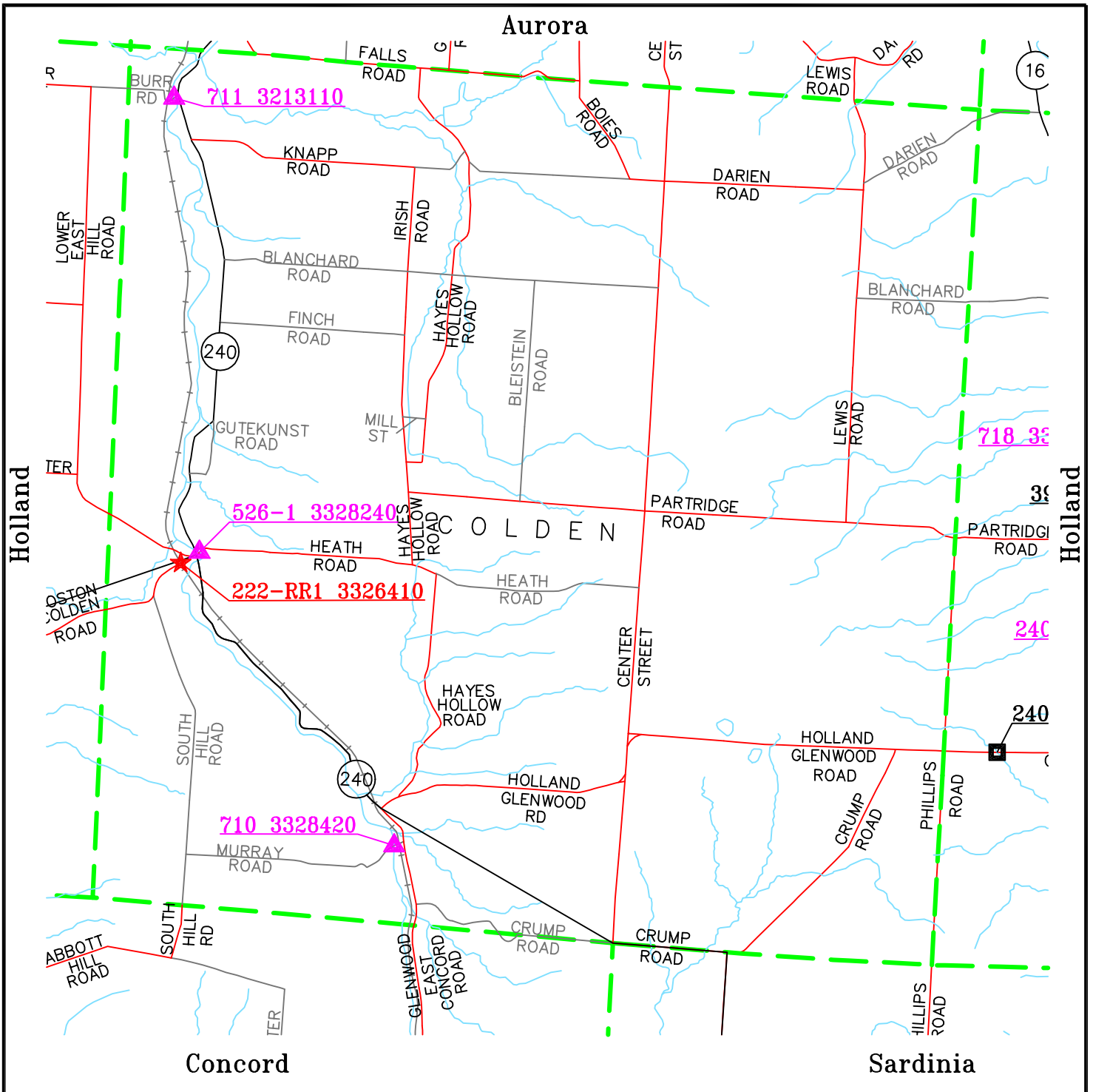
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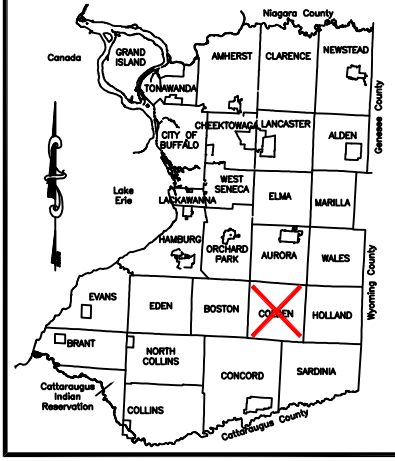
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Legend

- = Bridges (County)
- = Bridges (Railroad)
- = Bridges (State)
- = Bridges (Thruway)
- = Culvert
- = County Roads
- = Town Borders

DATE	REVISION
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Town of Colden

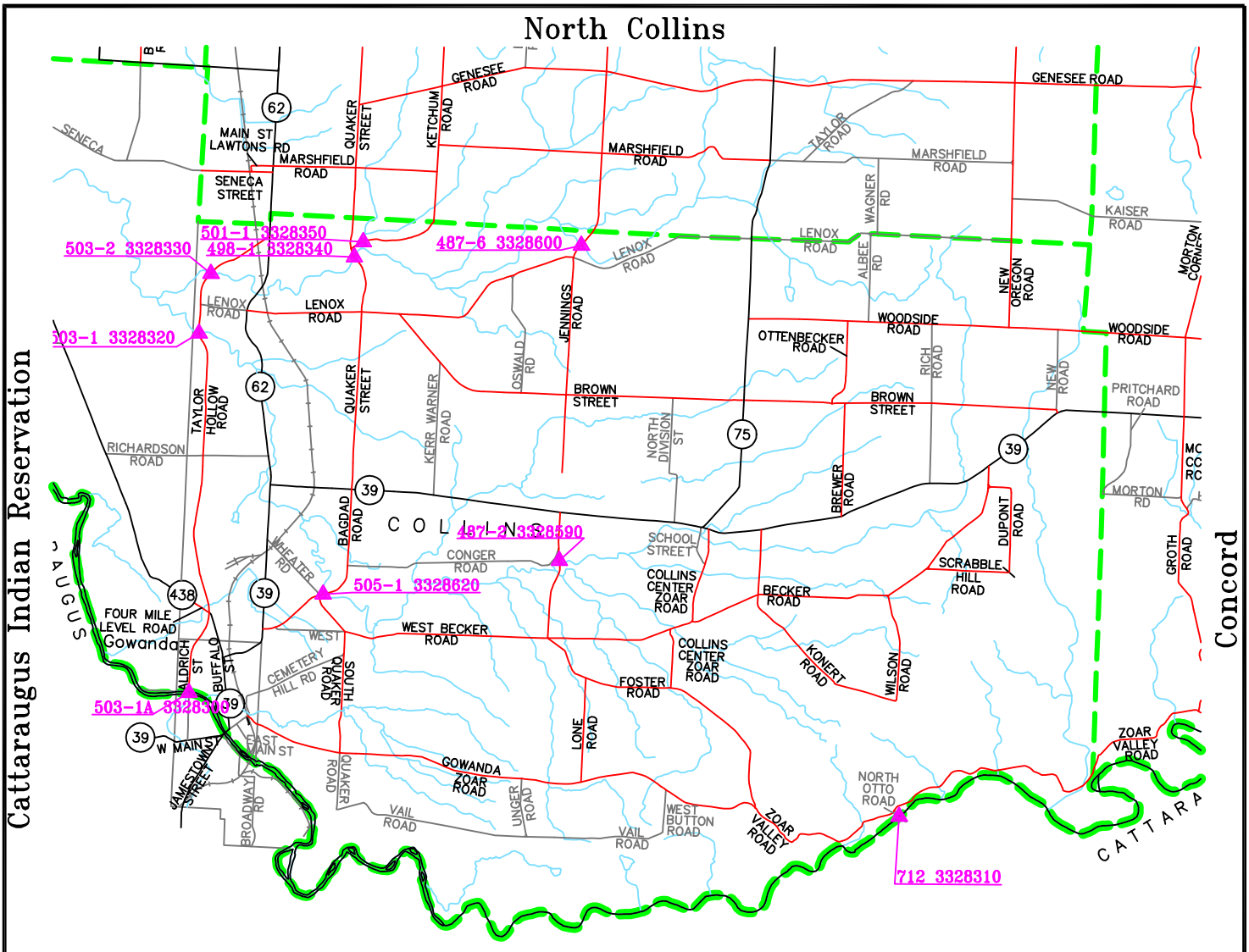
Bridges and Culverts
Erie County
Department of Public Works

SCALE: 1" = 1 MILES

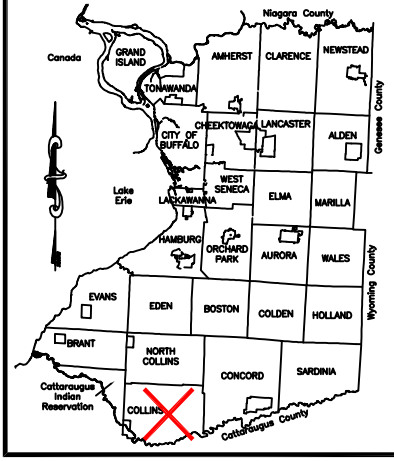
Legend

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- = Bridges (Thruway)
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- = Town Borders

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Cattaraugus County



Town of Collins

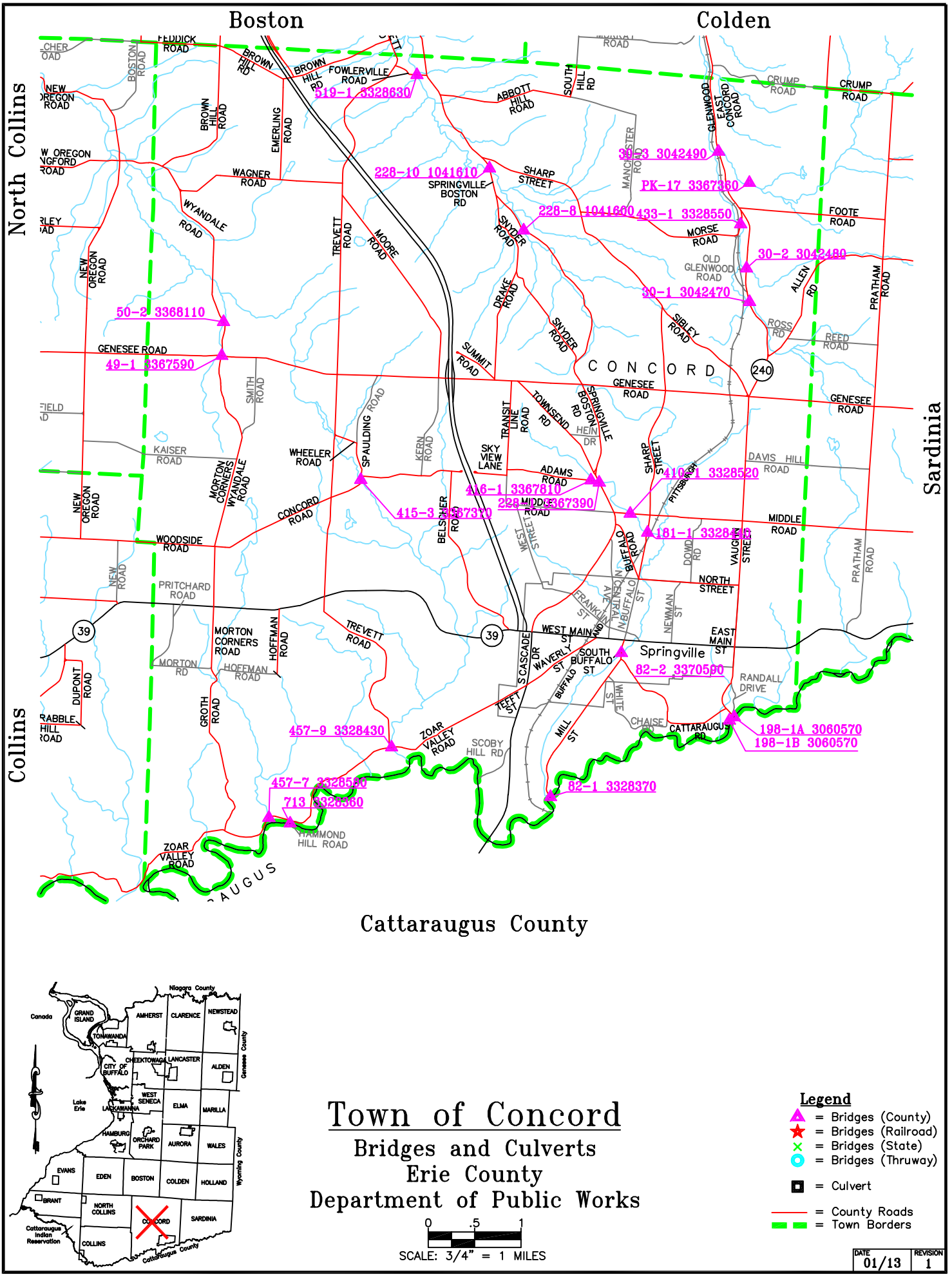
Bridges and Culverts
Erie County
Department of Public Works

SCALE: 3/4" = 1 MILES

Legend

- = Bridges (County)
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- = Bridges (Thruway)
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- = Town Borders

DATE	REVISION
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Town of Concord

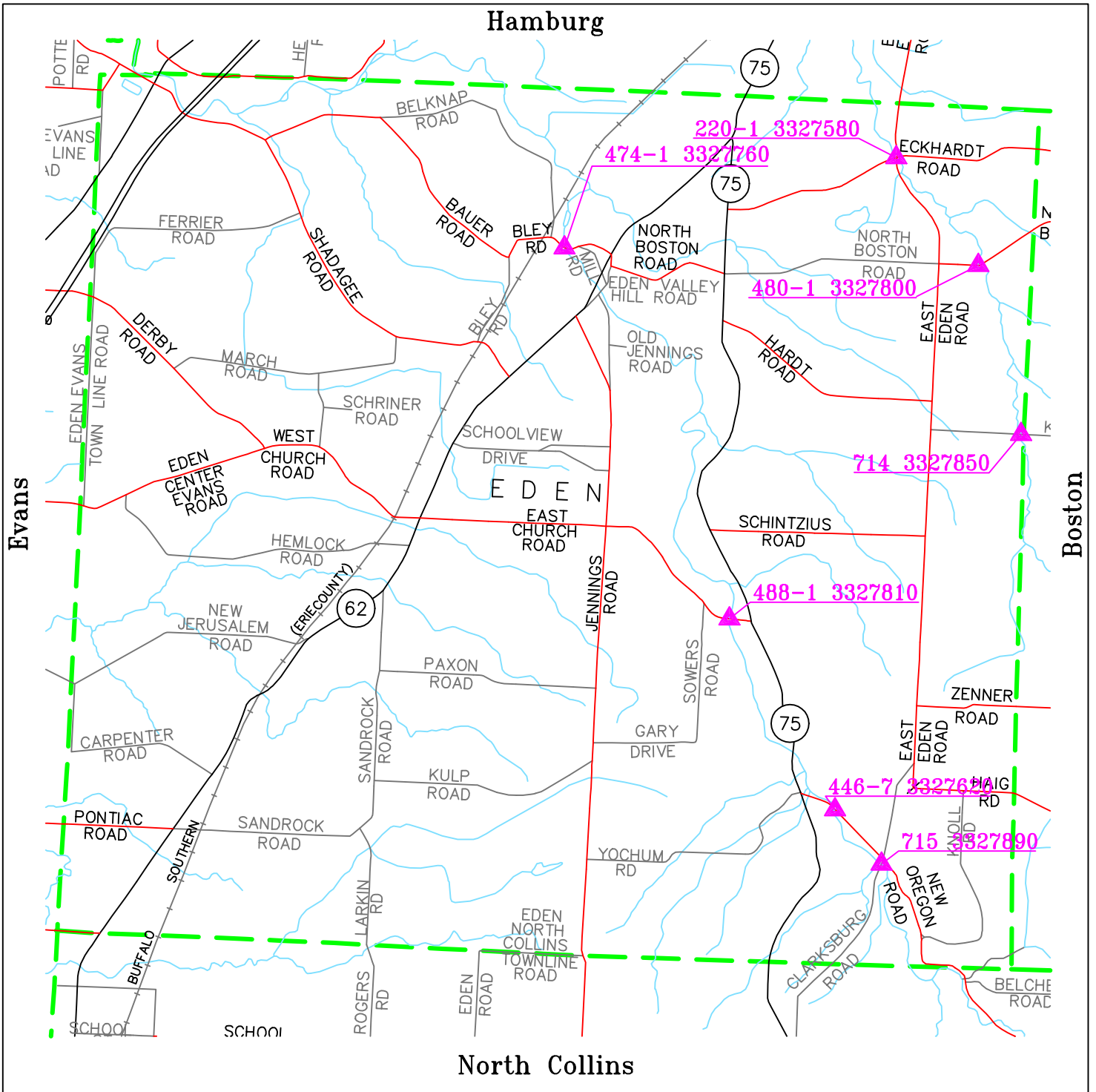
Bridges and Culverts
Erie County
Department of Public Works

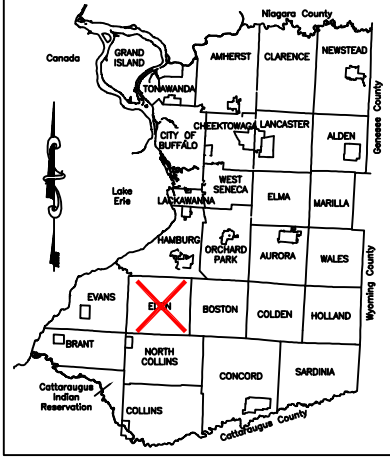
SCALE: 3/4" = 1 MILES

Legend

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DATE	REVISION
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Town of Eden

Bridges and Culverts

Erie County

Department of Public Works

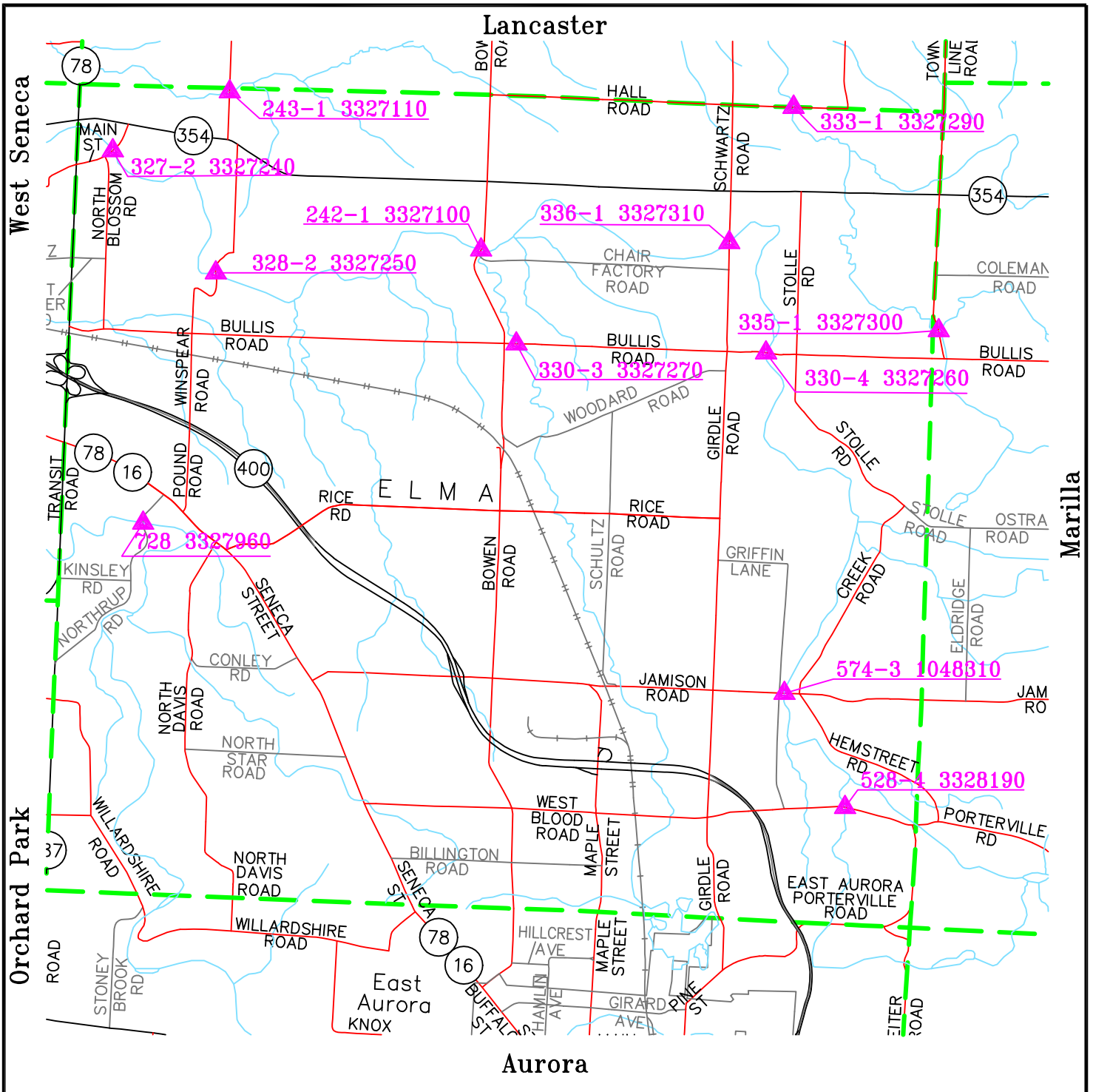
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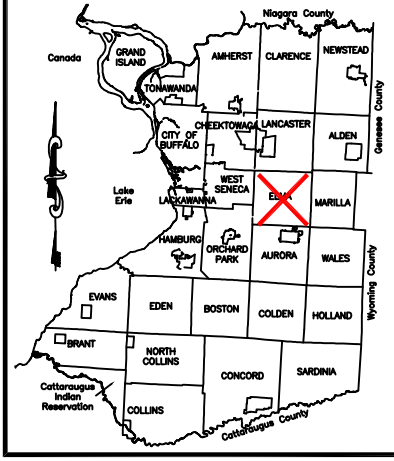
SCALE: 1" = 1 MILES

Legend

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- = Bridges (Thruway)
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DATE	REVISION
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Town of Elma

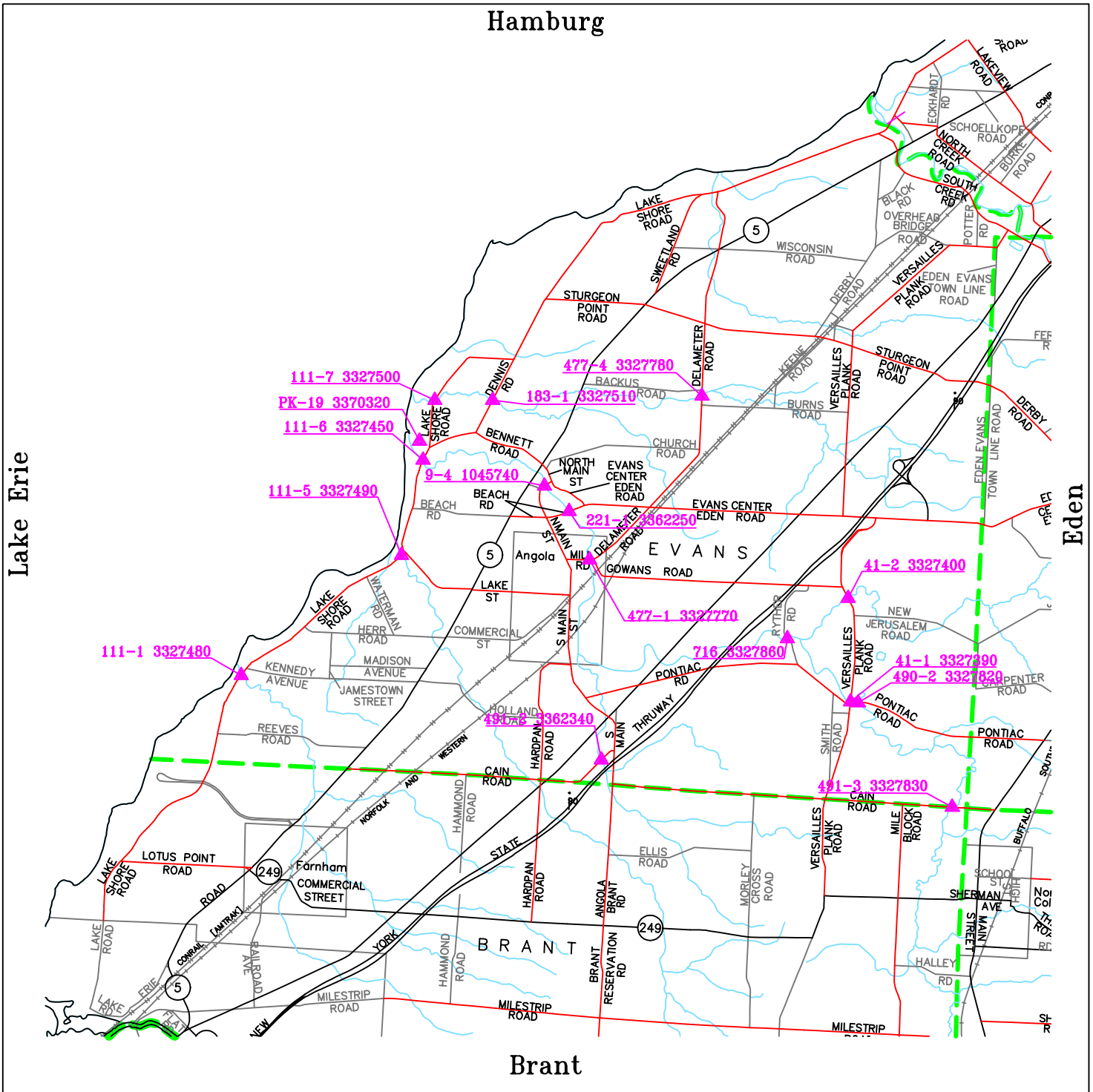
Bridges and Culverts
Erie County
Department of Public Works

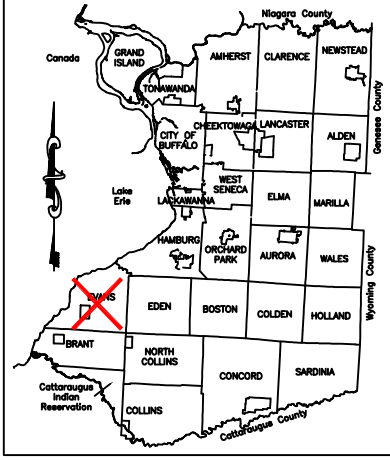
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Legend

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- = Bridges (Thruway)
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Town of Evans

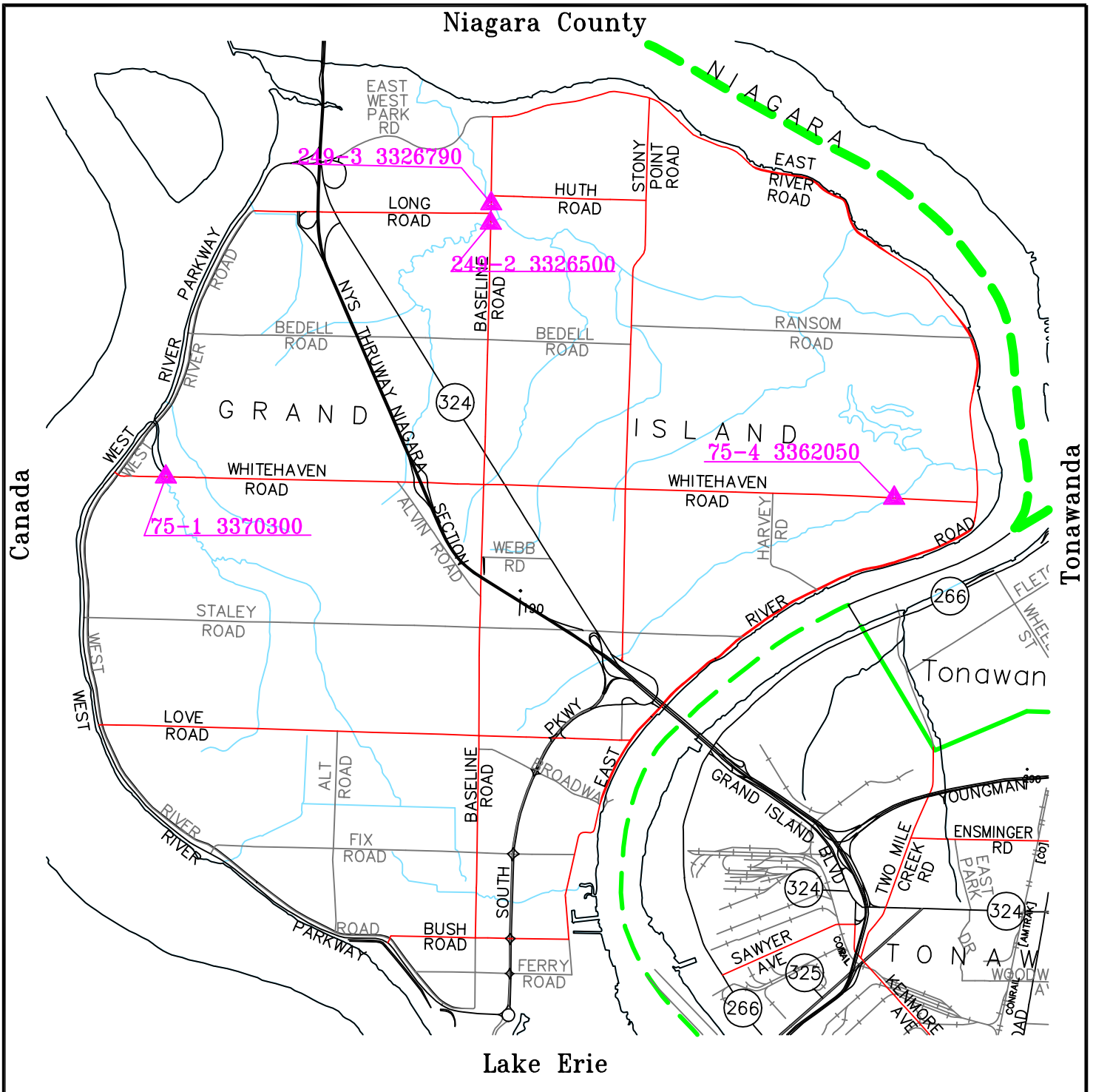
Bridges and Culverts
Erie County
Department of Public Works

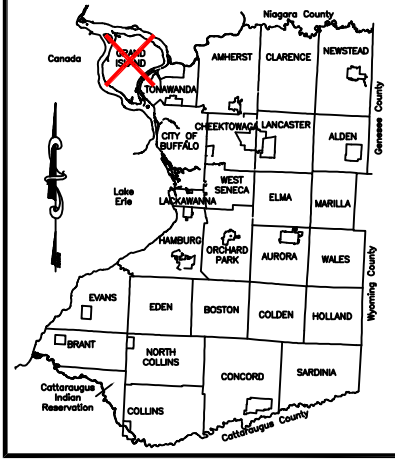
SCALE: 3/4" = 1 MILES

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DATE	REVISION
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Town of Grand Island

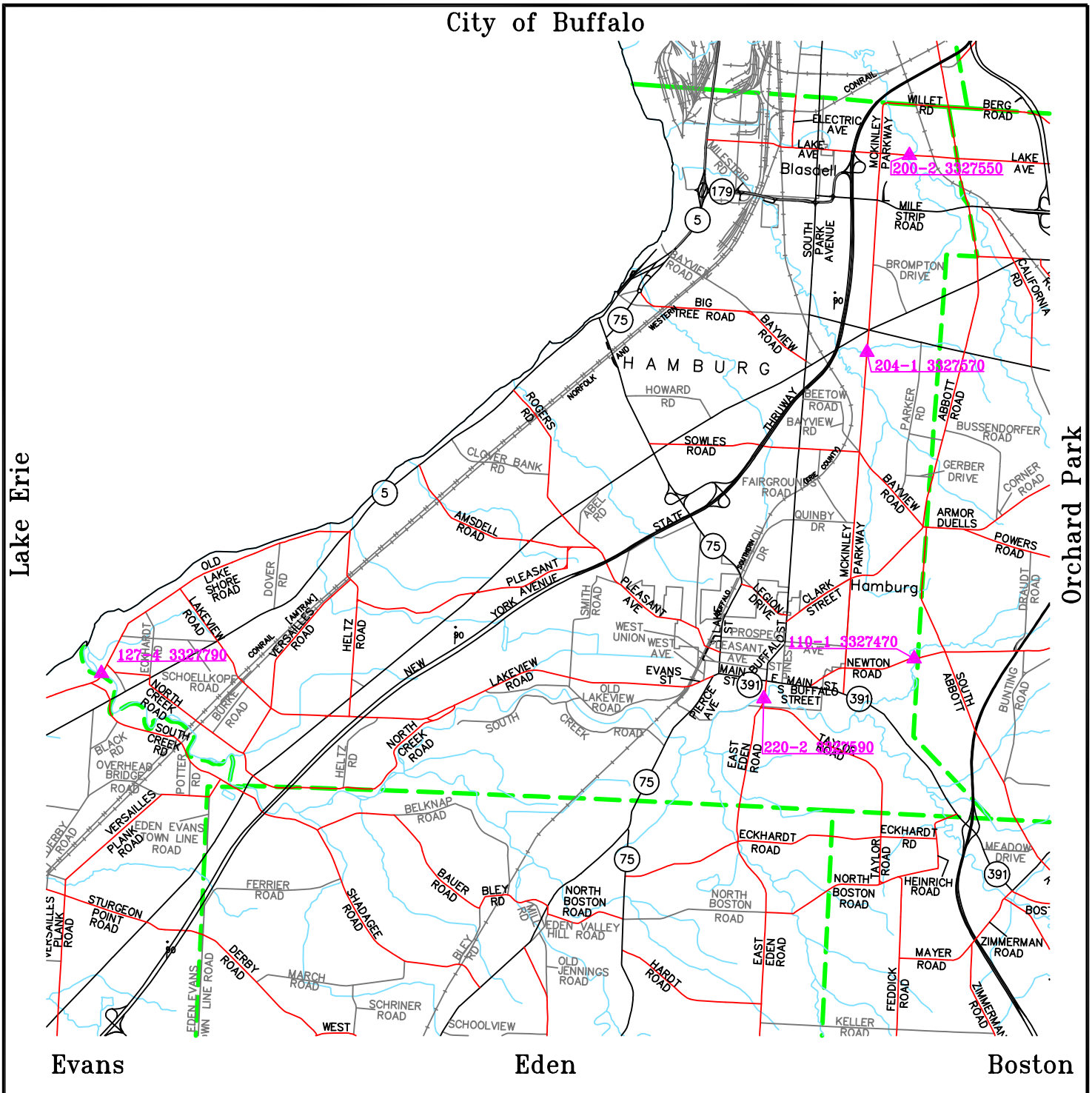
Bridges and Culverts
Erie County
Department of Public Works

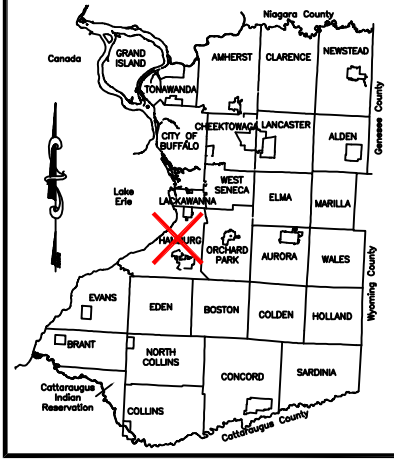
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SCALE: 1" = 1 MILES

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Town of Hamburg

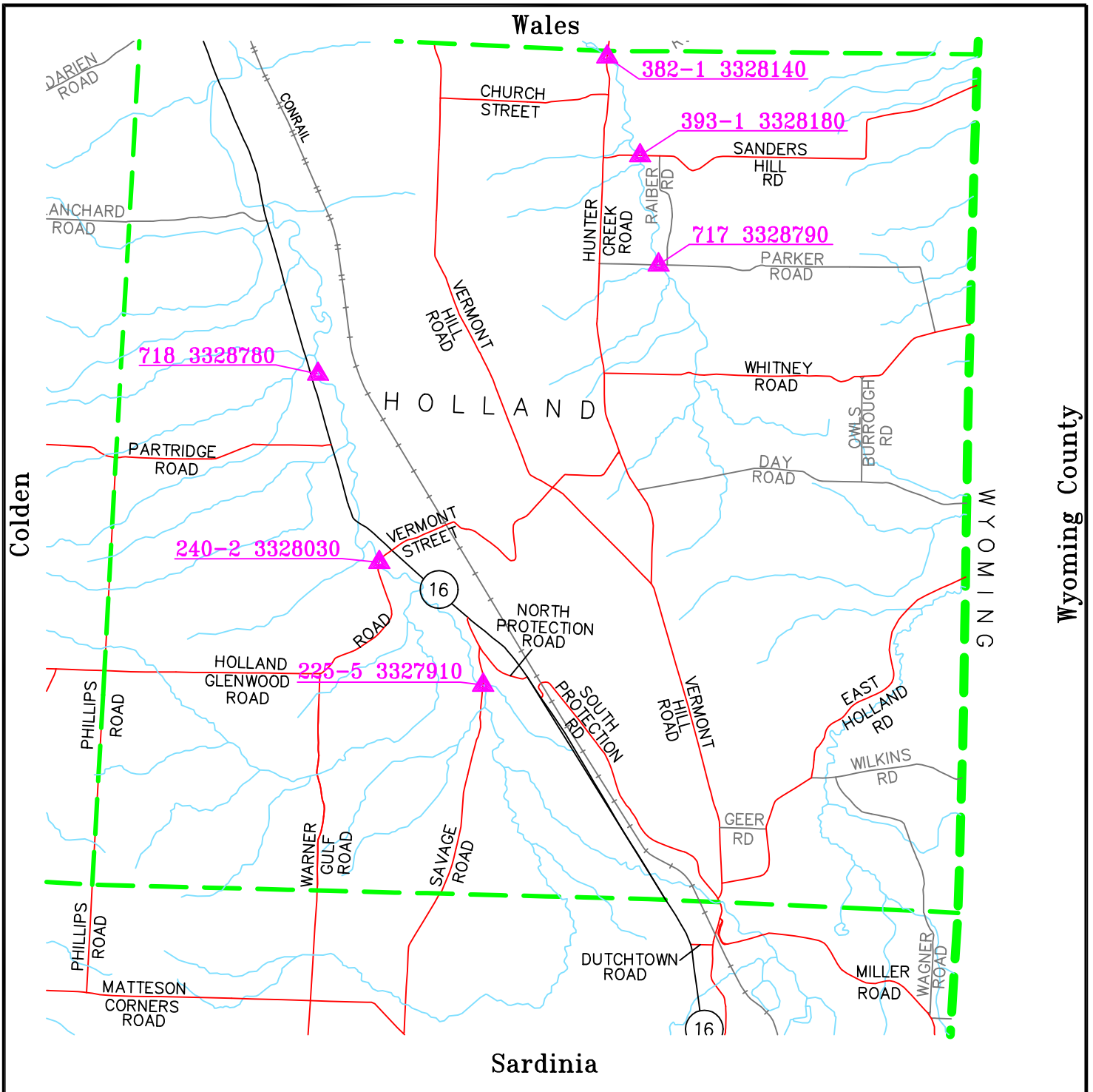
Bridges and Culverts
Erie County
Department of Public Works

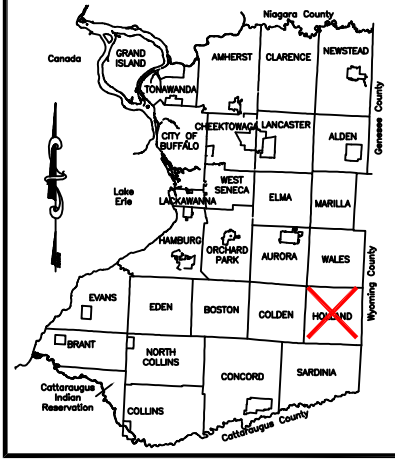
SCALE: 3/4" = 1 MILES

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DATE	REVISION
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Town of Holland

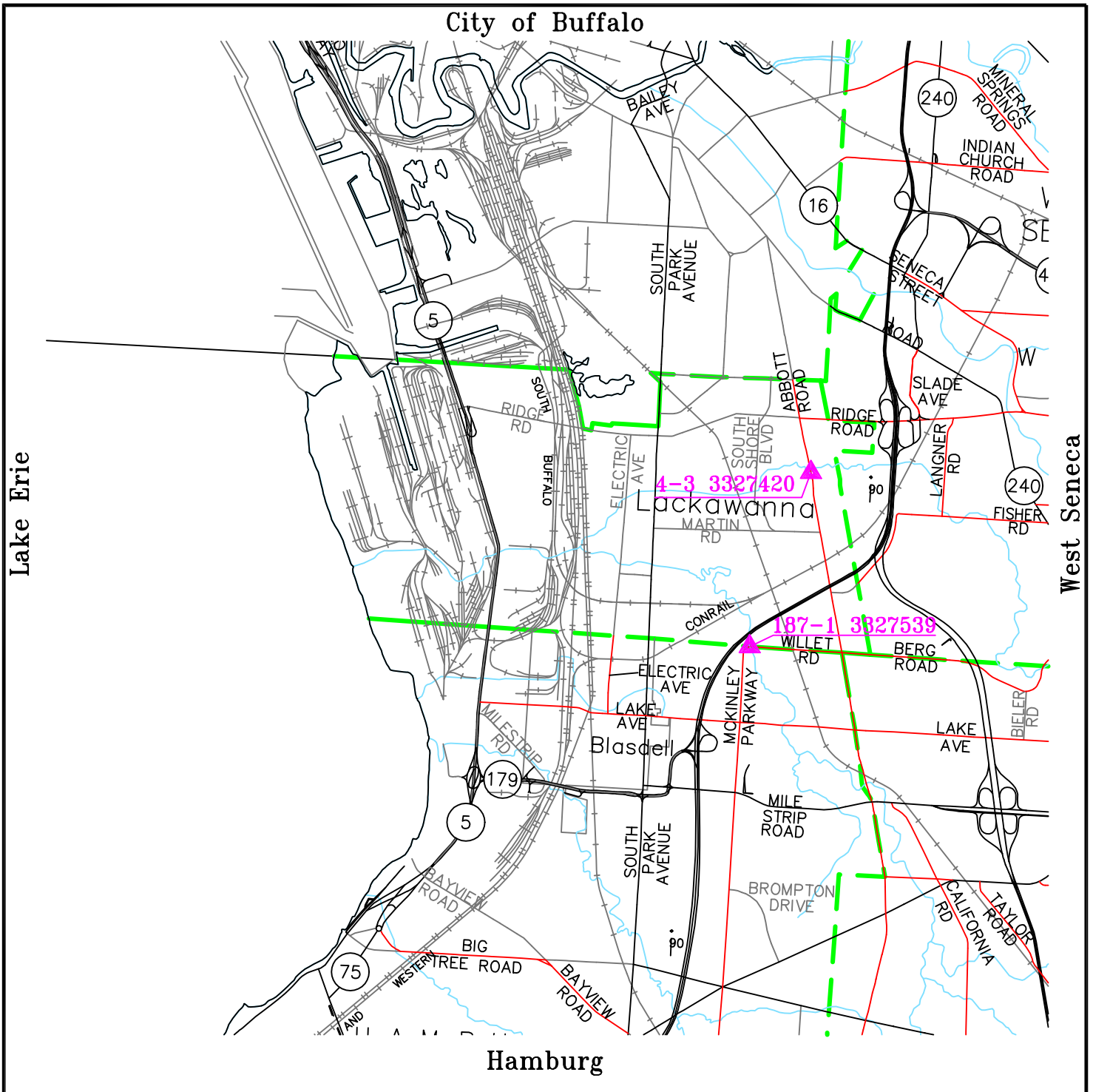
Bridges and Culverts
Erie County
Department of Public Works

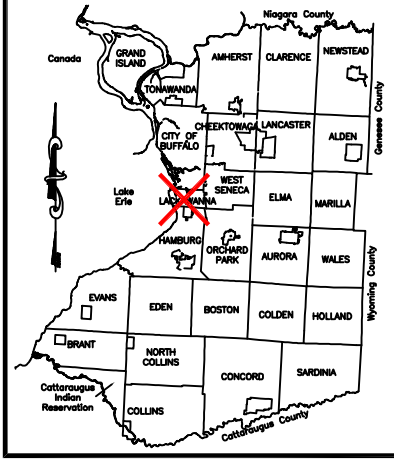
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SCALE: 1" = 1 MILES

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City of Lackawanna

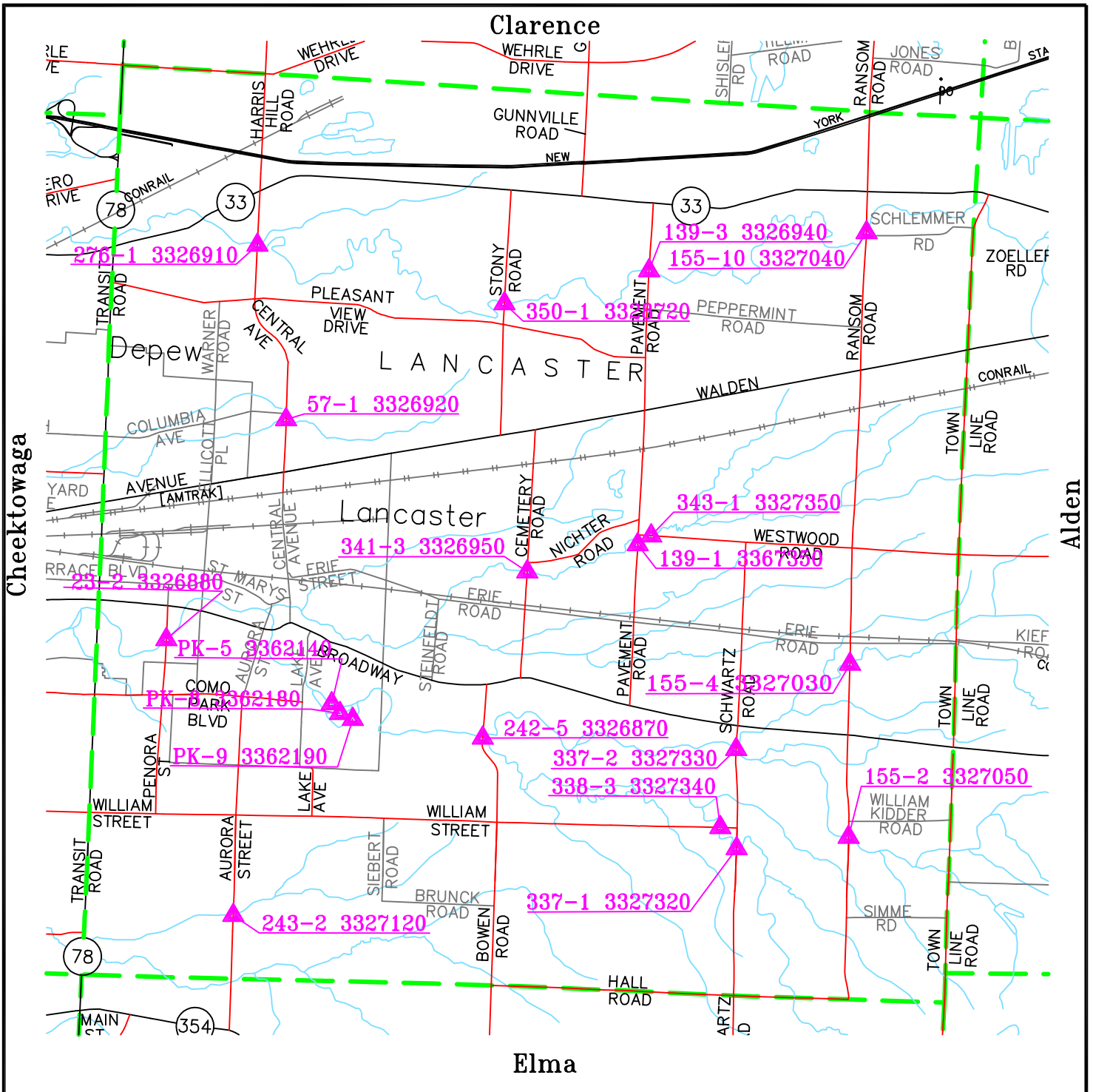
Bridges and Culverts
Erie County
Department of Public Works

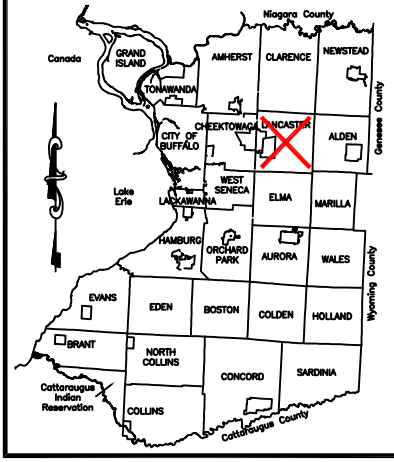
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SCALE: 1" = 1 MILES

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Town of Lancaster

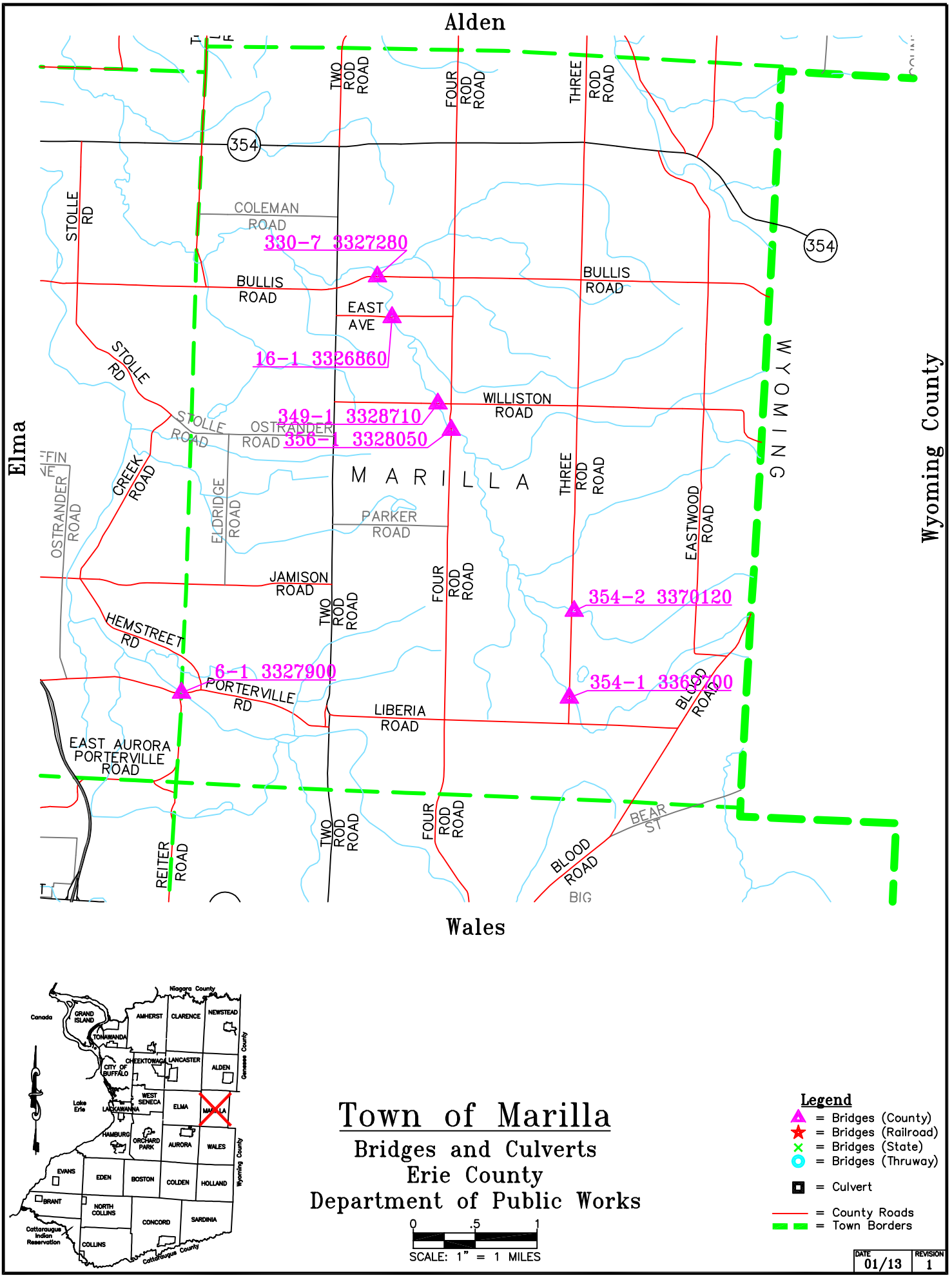
Bridges and Culverts
Erie County
Department of Public Works

0 .5 1
SCALE: 1" = 1 MILES

Legend

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DATE	REVISION
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Town of Marilla

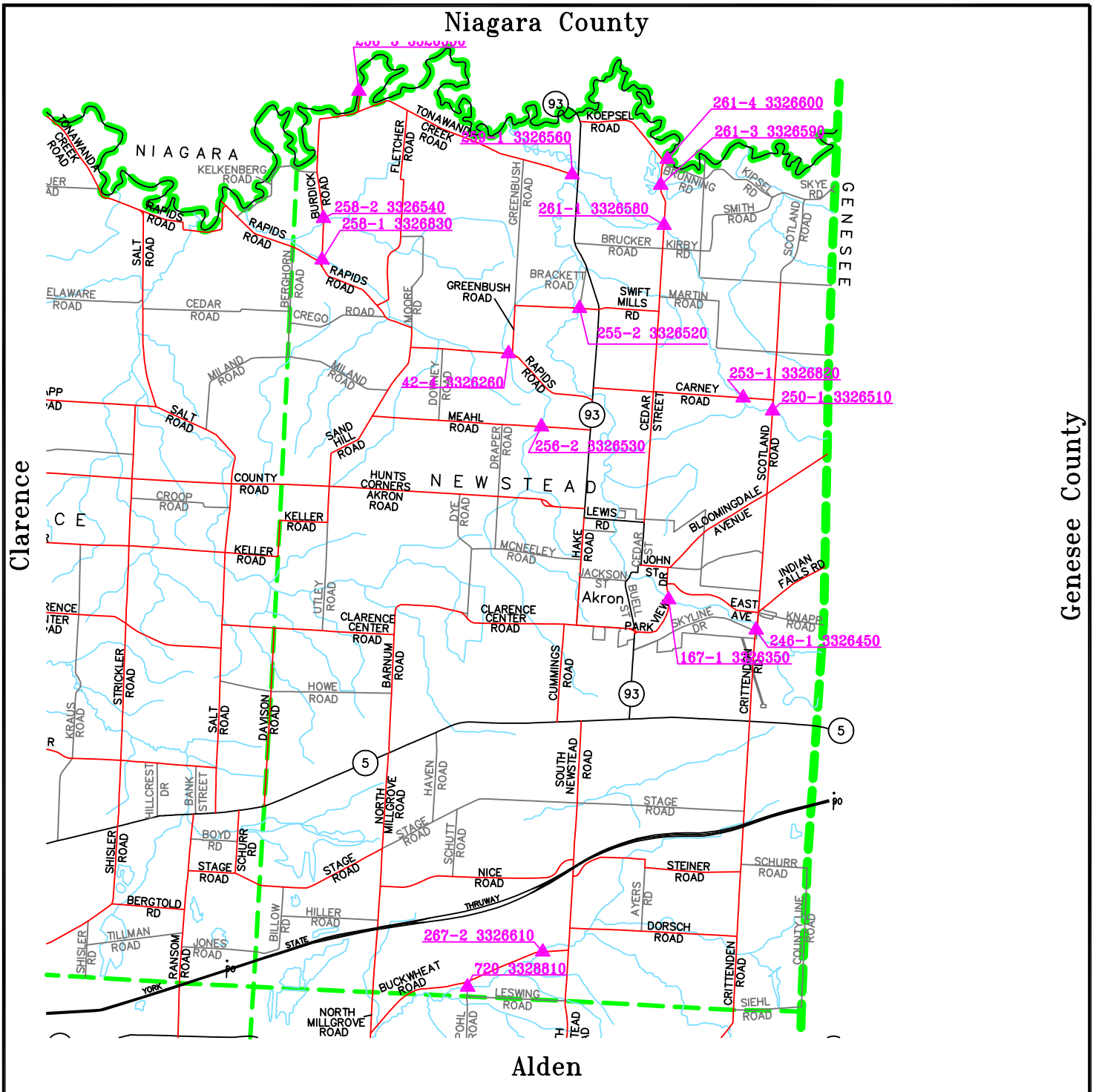
Bridges and Culverts
Erie County
Department of Public Works

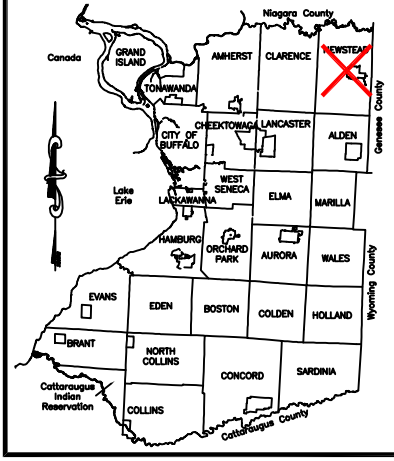
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SCALE: 1" = 1 MILES

Legend

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DATE	REVISION
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Town of Newstead

Bridges and Culverts
Erie County
Department of Public Works

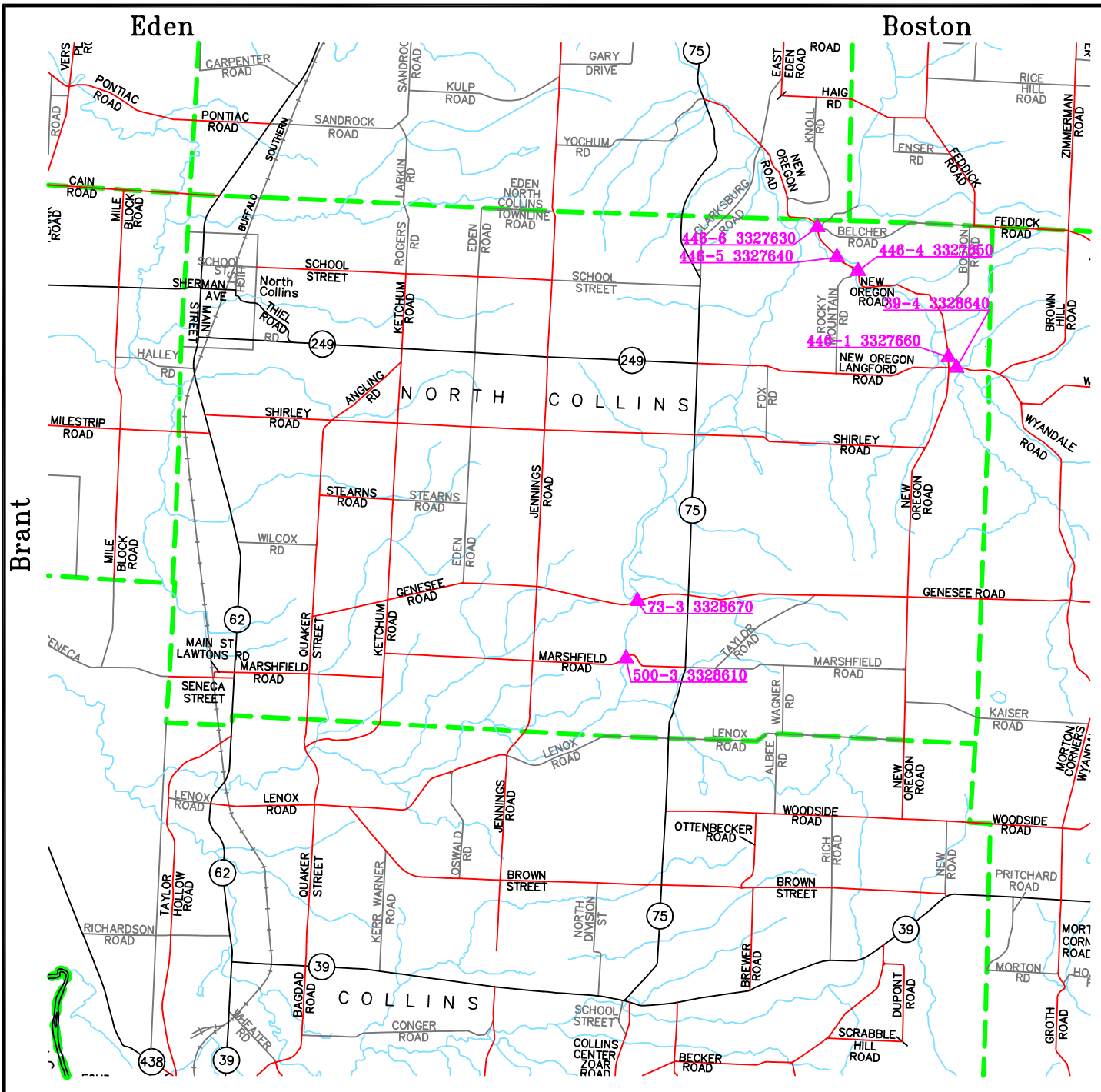
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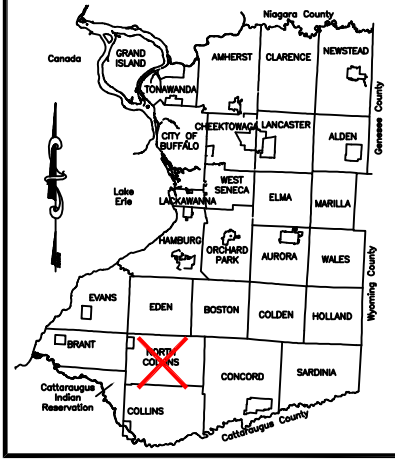
SCALE: 3/4" = 1 MILES

Legend

- = Bridges (County)
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DATE	REVISION
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Town of North Collins

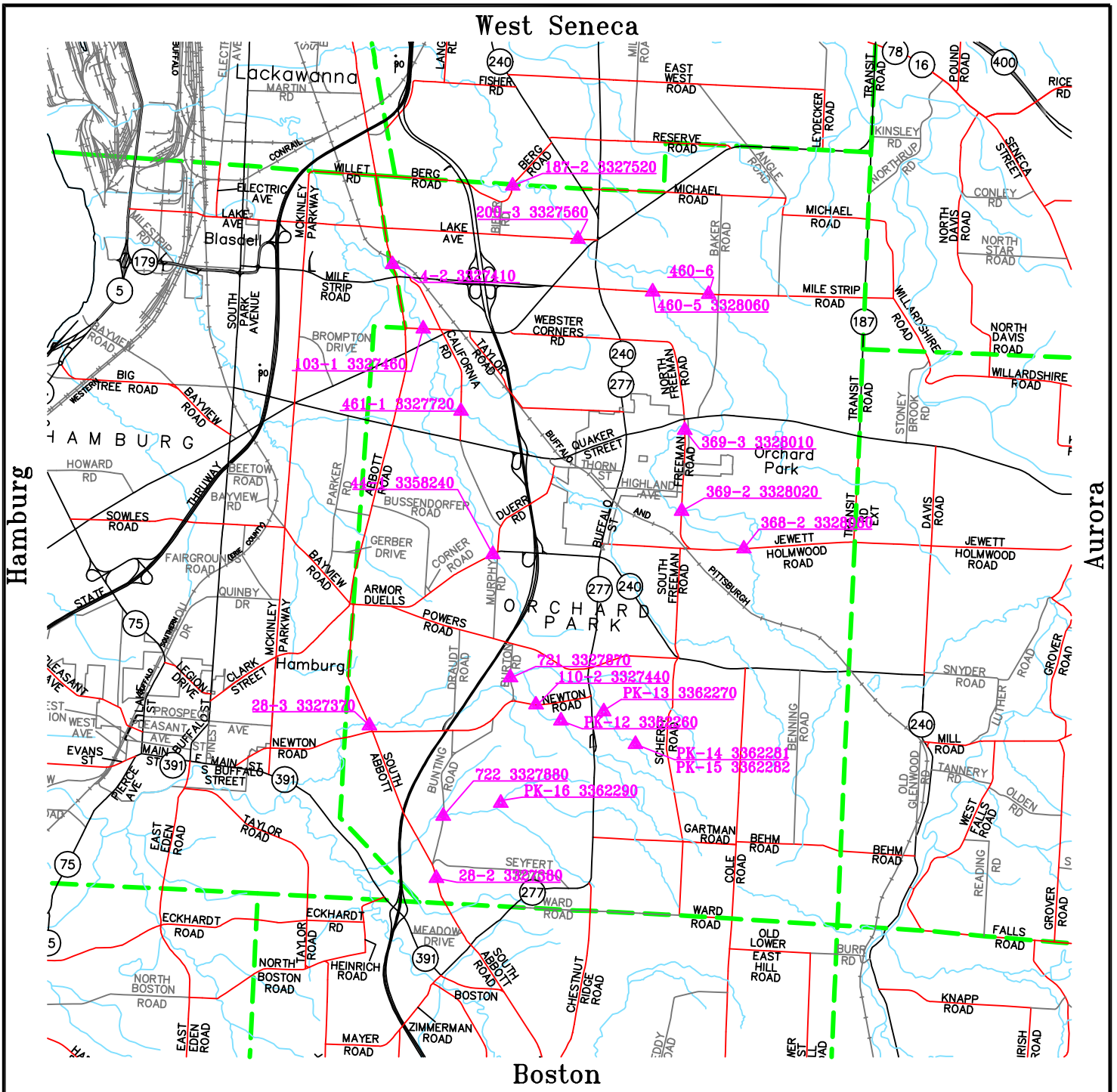
Bridges and Culverts
Erie County
Department of Public Works

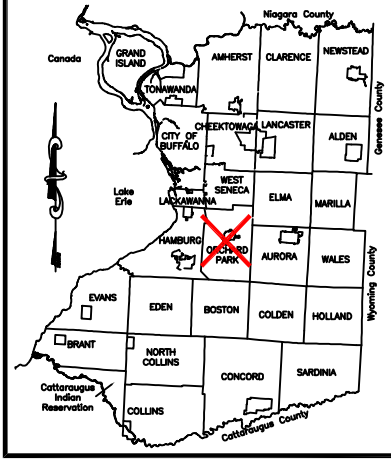
SCALE: 3/4" = 1 MILES

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DATE	REVISION
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Town of Orchard Park

Bridges and Culverts
Erie County
Department of Public Works

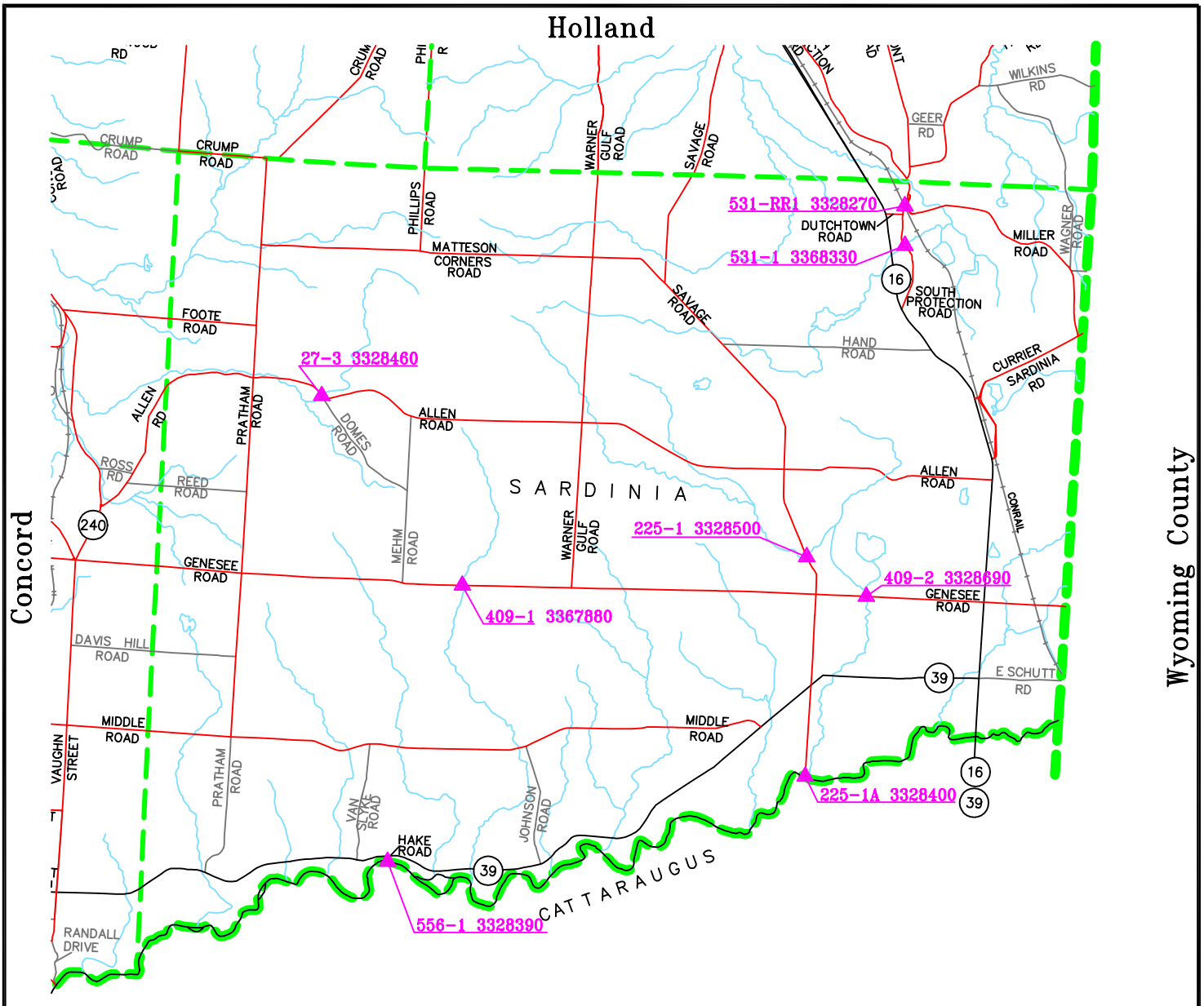
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SCALE: 3/4" = 1 MILES

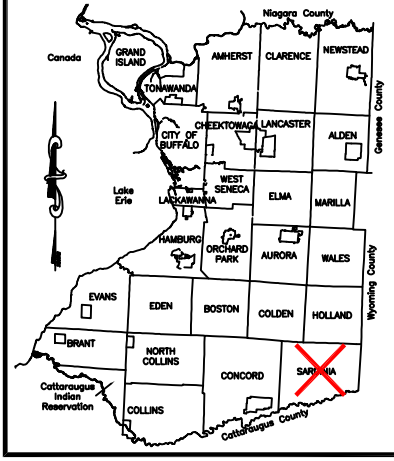
Legend

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DATE	REVISION
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Cattaraugus County



Town of Sardinia

Bridges and Culverts
Erie County
Department of Public Works

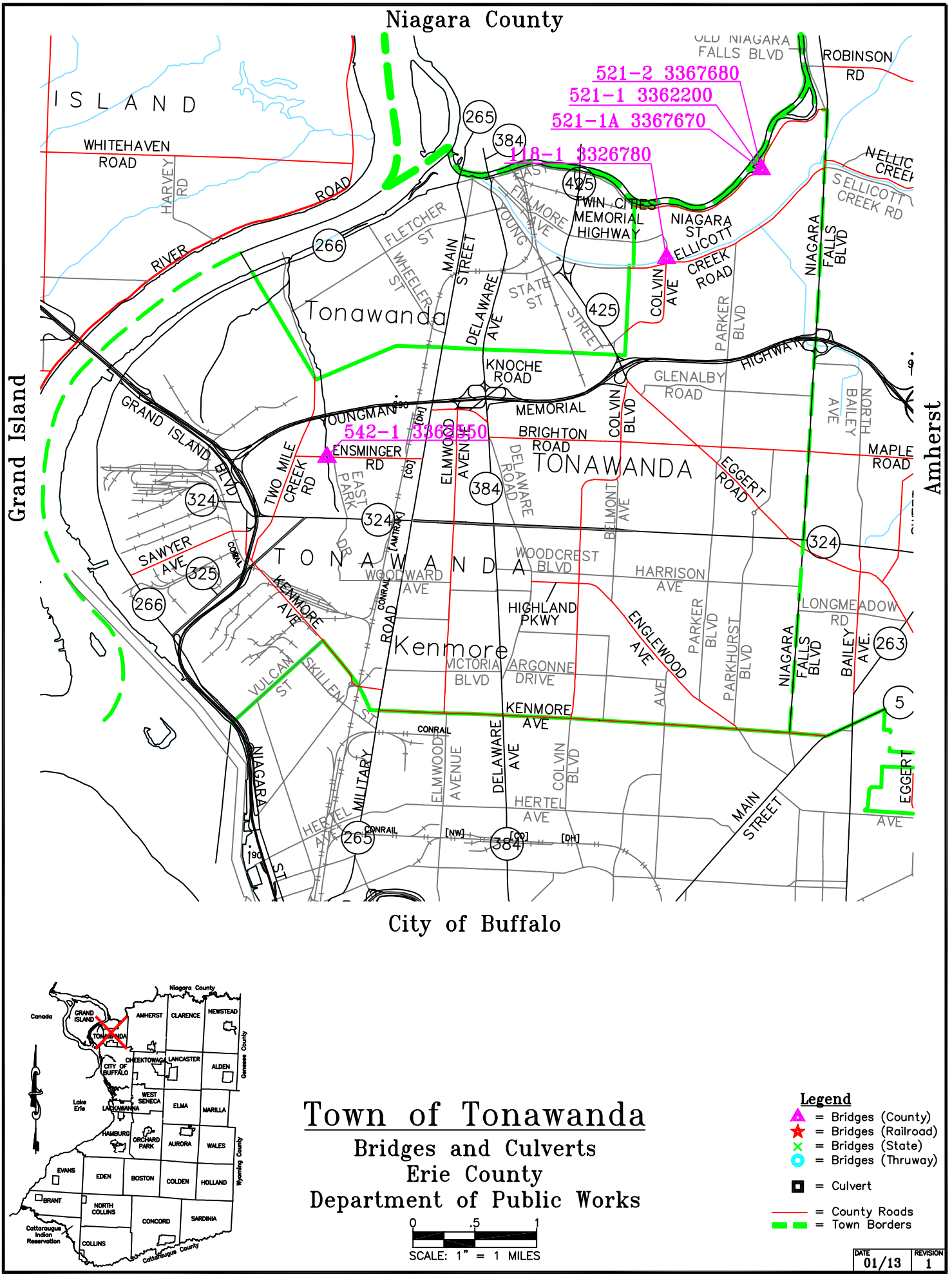
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SCALE: 3/4" = 1 MILES

Legend

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DATE	REVISION
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Town of Tonawanda

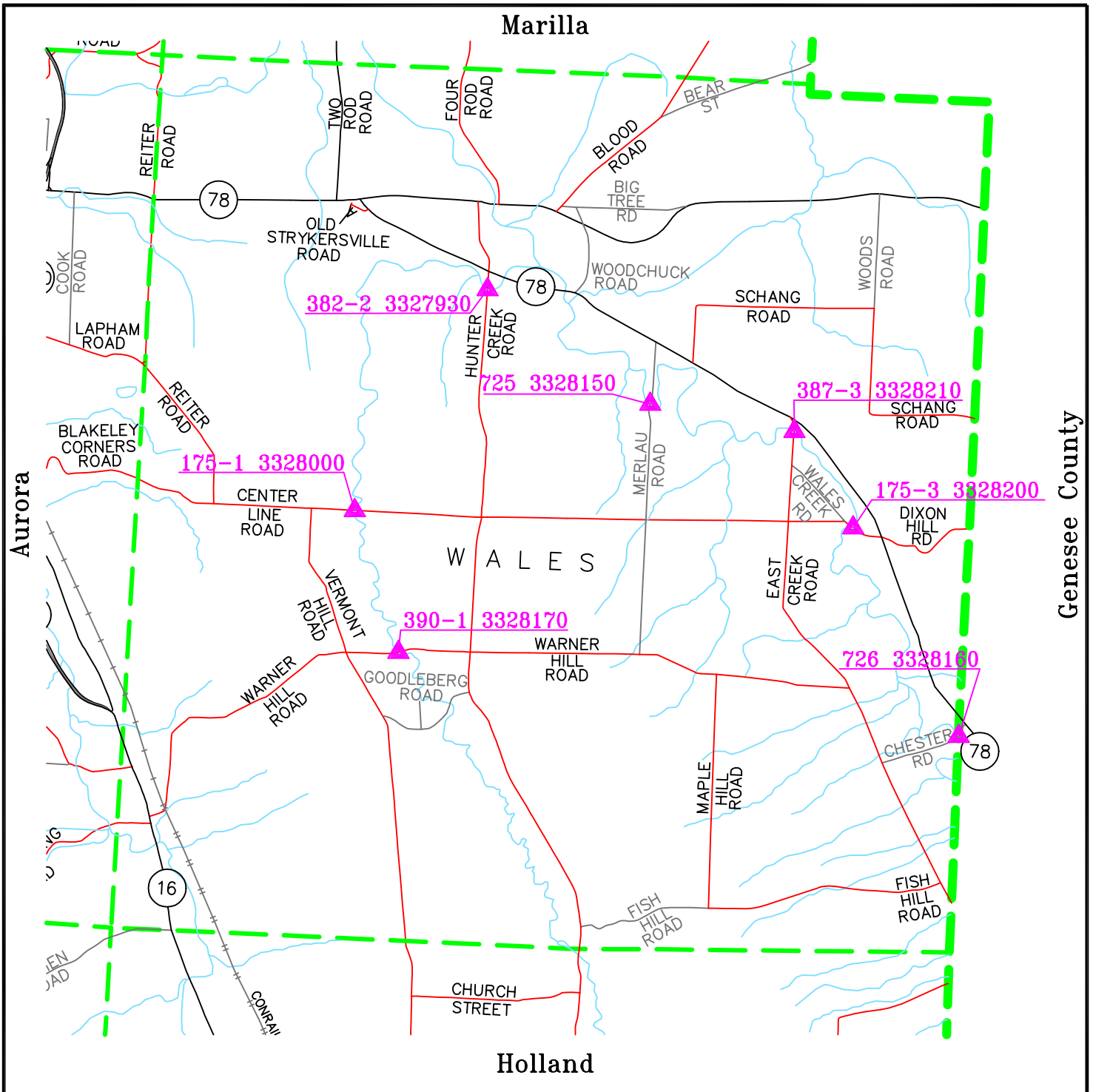
Bridges and Culverts
Erie County
Department of Public Works

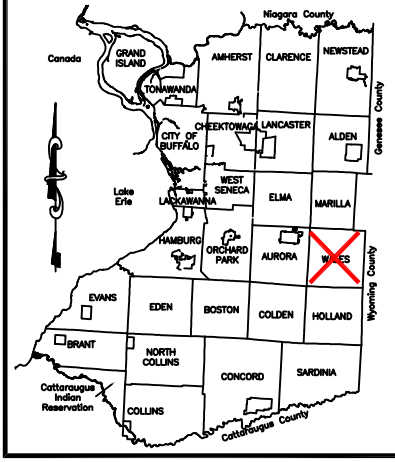
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Legend

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DATE	REVISION
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Town of Wales

Bridges and Culverts
Erie County
Department of Public Works

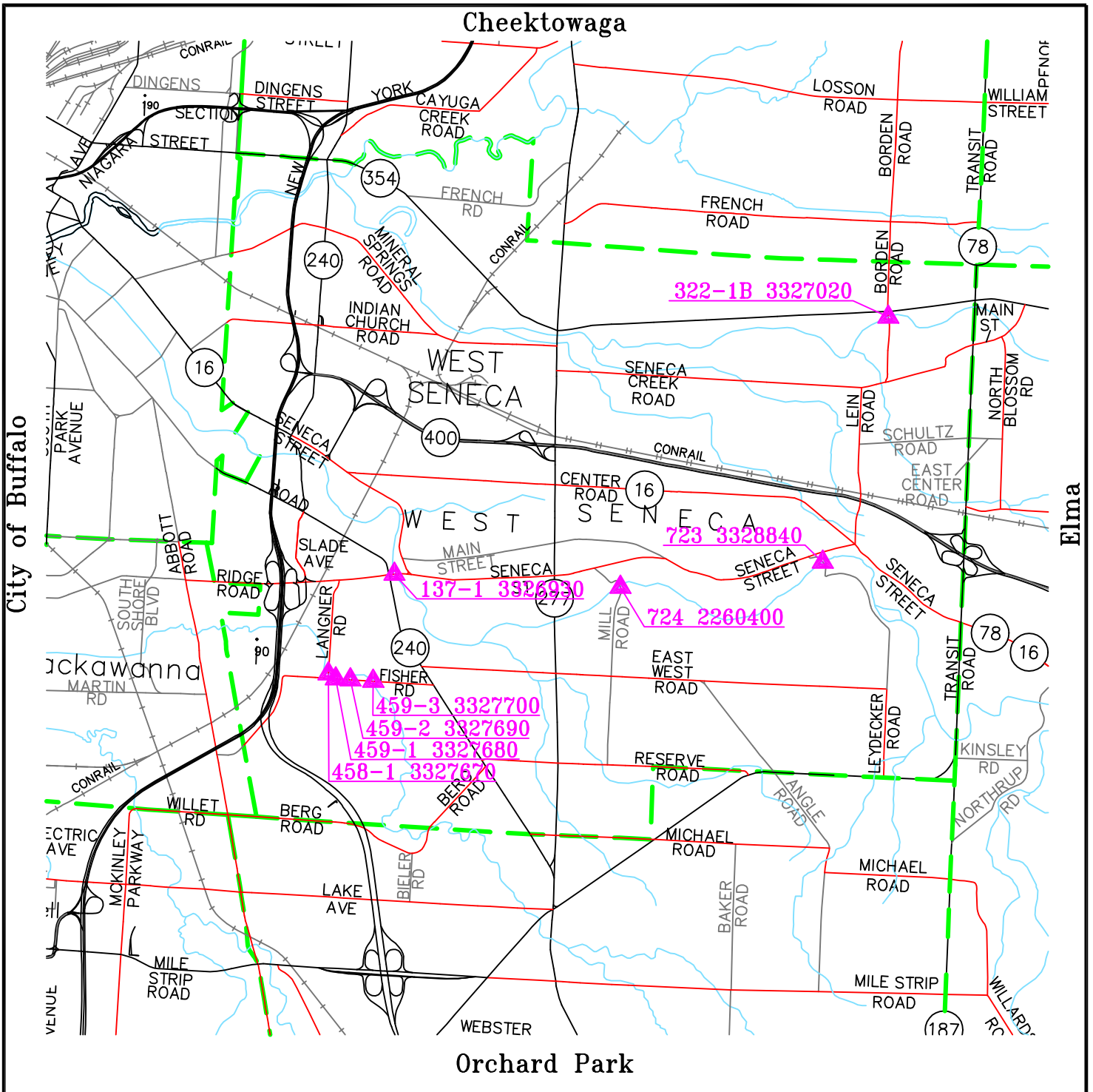
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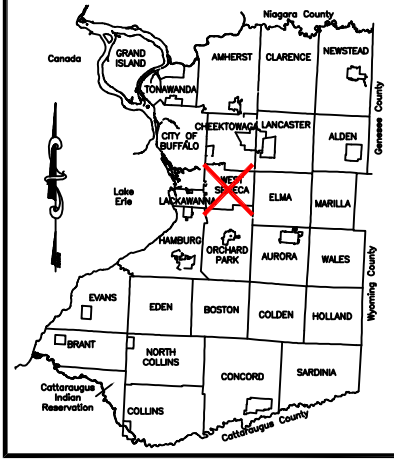
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Legend

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Town of West Seneca

Bridges and Culverts
Erie County
Department of Public Works

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SCALE: 1" = 1 MILES

Legend

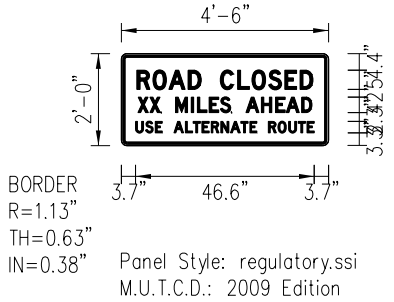
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DATE	REVISION
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DATE/TIME = DGN$SYTIME0123456
USER = DGN$USERNAME

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NEW YORK STATE OF OPPORTUNITY. Department of Transportation	REGION 1
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SIGN AREA:	9.0 Sq.Ft.
MOUNTING:	Ground
BACKGROUND COLOR:	Orange
LEGEND/BORDER COLOR:	Black / Black

SYMBOL	ROT	X	Y	WID	HT

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Dimensions are in inches.tenths

Letter locations are panel edge to lower left corner

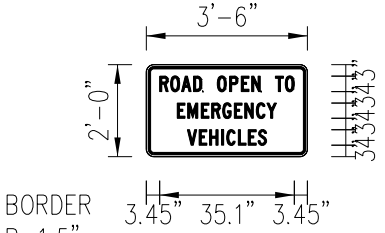
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																					LENGTH	SERIES/SIZE
R	O	A	D		C	L	O	S	E	D												D 2000
4.1	8.2	12.4	17.4	20.8	25.8	30.3	34.1	38.4	42.6	46.6											45.9	5
X	X		M	I	L	E	S		A	H	E	A	D									D 2000
4.3	7.4	10.1	14.1	18.2	19.8	22.9	25.8	28.5	32.5	36.5	40.2	43	47								45.4	4
U	S	E		A	L	T	E	R	N	A	T	E		R	O	U	T	E				D 2000
3.7	6.3	8.8	10.7	13.7	16.7	18.7	21	23.4	26	28.4	31.2	33.5	35.3	38.3	40.8	43.6	46.1	48.4			46.6	3

FILE NAME = DGN$SPEC
DATE/TIME = DGN$SYTIME0123456
USER = DGN$USERNAME

SIGN DETAIL

1:50



BORDER
R=1.5"
TH=0.63"
IN=0.47"

Panel Style: construction_guide.ssi
M.U.T.C.D.: 2009 Edition

NEW YORK STATE OF OPPORTUNITY. Department of Transportation	REGION 1
LOCATION NUMBER(S):	
MUTCD NUMBER:	
WIDTH X HEIGHT:	3'-6" x 2'-0"
SIGN AREA:	7.0 Sq.Ft.
MOUNTING:	Ground
BACKGROUND COLOR:	Orange
LEGEND/BORDER COLOR:	Black / Black

SYMBOL	ROT	X	Y	WID	HT

Panel Style: construction_guide.ssi
Dimensions are in inches.tenths

Letter locations are panel edge to lower left corner

LETTER POSITIONS (X)

																					LENGTH	SERIES/SIZE
R	O	A	D		O	P	E	N		T	O											C 2000
3.5	6.3	9.1	12.3	14.5	18.5	21.7	24.7	27.4	29.7	33.7	36.2										35.1	4
E	M	E	R	G	E	N	C	Y														C 2000
8.1	10.8	14.3	17	19.9	22.9	25.6	28.7	31.4													25.9	4
V	E	H	I	C	L	E	S															C 2000
10.7	13.7	16.4	19.6	20.9	24	26.6	29.1														20.6	4