

# VILLAGE OF CAYUGA HEIGHTS



## CONTRACT DOCUMENTS and TECHNICAL SPECIFICATIONS

FOR

## WALKING SAFE – CAYUGA HEIGHTS

**PIN 3950.69  
D036447**

**July 2023**

**PREPARED BY:**

**FISHER**   
ASSOCIATES

[WWW.FISHERASSOC.COM](http://WWW.FISHERASSOC.COM)



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**WALKING SAFE - CAYUGA HEIGHTS  
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## GENERAL INFORMATION

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## LISTING OF CONTRACT DOCUMENTS

The contract documents for this project consist of the following items:

1. “Contract Documents and Technical Specifications for “Walking Safe – Cayuga Heights”, June 2023.
2. Engineering drawings entitled “Walking Safe – Cayuga Heights”, dated March 2023, and consisting of contract drawings 1 through 31.
3. The New York State Department of Transportation (NYSDOT) electronic Standard Specifications (U.S. Customary Units) as maintained on the website (<https://www.dot.ny.gov/main/business-center/engineering/specifications/busi-e-standards-usc>) and all addenda in effect on the date of letting for bids, shall apply, except where modified in these specifications. Where reference is made to New York State, State, State Department of Transportation, Commissioner, Deputy Chief Engineer (Structures) (D.C.E.S.), Geotechnical Engineering Bureau (GEB), etc.; Cayuga Heights, the appropriate Cayuga Heights Official or Fisher Associates PE, LS, LA, DPC Engineer or Resident Project Representative shall be substituted.

The provisions of Standard Specifications Sections 100, 200, 300, 400, 500, 550 and 600 shall apply except for the nonstandard items noted in the Special Specifications. Material details as stipulated in Section 700 shall apply as modified in the plans and specifications.

In any instance where the provisions of the NYSDOT Standard Specifications are in conflict with the provisions contained within this document, the stricter provision shall govern. Section 107-09c of the NYSDOT Standard Specifications shall govern and shall include NYSDOT, Cayuga Heights, and Tompkins County.

The Cayuga Heights Engineer/Superintendent or its representative shall make the final interpretations of any irregularities, ambiguities or questions arising out of the Specifications and the NYSDOT Specifications used on this project

4. All NYSDOT Bridge Data Sheets (BD) and NYSDOT Standard Sheets in effect on the date of advertising for bids shall apply as referenced and required.

All NYSDOT Engineering Instructions (EI), Engineering Bulletins (EB), Engineering Directives (ED) and Structures Advisories (SA) in effect on the date of advertising for bids shall apply as referenced and required.

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# BIDDING REQUIREMENTS

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## **\*\* Note to Bidders \*\***

**The bidder shall submit two (2) sets of its bid;** including all required documents contained in this section.

- One (1) set shall be stamped (or otherwise indicated) as being the **“ORIGINAL.”**
- One (1) set shall be stamped (or otherwise indicated) as being **“DUPLICATE”** or **“COPY.”**
- Information Presented in the **“ORIGINAL”** set of bid submission shall prevail.

The bid shall be submitted in a sealed opaque envelope marked on the outside with: the bidder's name and address and the designation: **“Sealed Bid - Walking Safe - Cayuga Heights, Village of Cayuga Heights, Tompkins County, PIN 3950.69.”**

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**CAYUGA HEIGHTS – NOTICE TO BIDDERS – INVITATION TO BID**  
**WALKING SAFE – CAYUGA HEIGHTS**

Notice is hereby given that the Village of Cayuga Heights will accept sealed bids for:

Walking Safe – Cayuga Heights Project  
PIN 3950.69  
D036447

The Owner is the Village of Cayuga Heights and the work site is/are located in the Village of Cayuga Heights. The projects limits extend from: Wyckoff Road from the Lakeview Cemetery entrance to Kline Road and from Kline Road to Highland Road.

The work includes providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on the plans and described in these specifications including, but not necessarily limited to the following:

- Installation of approximately 2,000 feet of sidewalk including ADA curb ramps
- Drainage upgrades and replacements including pipes, structures, and manholes
- Installation of new concrete curb
- Signage and striping upgrades to accommodate new pedestrian facilities
- Fencing installation

This is a Federal Aid Project and NYSDOT Standard Specifications, officially finalized and adopted on May 1, 2023 as posted on the New York State Department of Transportation's website must be followed by the successful bidder.

The DBE goal for this project is: 6%

**There are no M/WBE goals for this project.**

The EEO Employment goals for this project are: 1.2% Minority Employment Goal  
6.9% Women Employment Goal

The use of the NYSDOT approved civil rights reporting software, Equitable Business Opportunities (EBO), is required. Access authorization to EBO can be found at <https://ebo.dot.ny.gov/>.

No residential or geographical restrictions will be in effect for this project. Applicable Federal requirements take precedence over State and local requirements unless state and local requirements are deemed to be more stringent.

Contract Documents, including Invitation to Bidders, Instructions to Bidders, Wage Rates, Bid Documents, Agreement, Special Notes, Specifications, Contract Drawings, and any Addenda, may be examined, at no expense, at the office of: Village Offices, Marcham Hall, 836 Hanshaw Road, Ithaca, NY between the hours of 9:00am and 3:00pm Monday through Friday.

Plans, Specifications, and Proposal Forms may be obtained electronically from Fisher Associates. Download instructions for the Contract Documents may be obtained from Fisher Associates, by providing a valid email address to Guin Sealy ([gsealy@fisherassoc.com](mailto:gsealy@fisherassoc.com)). All prospective bidders are required to register with Guin Sealy, Fisher Associates to ensure receipt of any addenda.

No questions or inquiries regarding this bid will be accepted within three (3) business days prior to the bid

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opening.

Contractors that obtain Contract Documents from a source other than the issuing office must notify the issuing office in order to be placed on the official Plan Holder List, to receive Addenda and any other Bid correspondence. Bids received from Contractors other than those on the official Plan Holders List will not be accepted.

Addenda will be emailed from the Village of Cayuga Heights or their representative to Bidders listed on the official Plan Holders List. An emailed response from the Bidder, to the Addendum sent by the Village of Cayuga Heights or their representative will act as proof that the Bidder received the Addendum. In addition to an emailed response, Bidders must acknowledge receipt of all Addenda by signing and dating each Addendum on page BR-12 of the Bid Form and the Acknowledgement of Receipt of Addenda provided in the addenda. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under this Bid submittal. All Addenda so issued shall become part of the Contract Documents.

Questions regarding the Contract Documents should be directed to Peter Wlodarczyk either through email at: [pwlodarczyk@fisherassoc.com](mailto:pwlodarczyk@fisherassoc.com) or by telephone at 585-334-1310. Bidders shall promptly notify Peter Wlodarczyk of any errors, omissions, conflicts or ambiguity within the Contract Documents within 7 days of bid opening.

All bids must include the completed Bid Form, Non-Collusive Bidding and Disbarment Certifications, and Lobbying Certifications. This is a unit price bid as described in the Instructions to Bidders. No bidder may withdraw his/her bid within forty-five (45) calendar days after the actual date of the opening thereof.

Each bid must be accompanied by security in an amount not less than five percent (5%) of the amount of the bid in the form and subject to the conditions provided in the Instructions to Bidders.

Bids to be considered must be received in a sealed envelope at Village Offices, Marcham Hall, 836 Hanshaw Road, Ithaca, NY by 1:00PM local time, on August 31, 2023, at which time they will be publicly opened and read aloud in Marcham Hall. Bids received after the above noted time will not be accepted. All sealed envelopes should be clearly labeled "Walking Safe - Cayuga Heights".

The Bidder to whom the Contract is awarded will be required to furnish Performance, Payment and Guarantee Bonds from an acceptable Surety Company for an amount not less than 100% of the accepted bid. The successful Bidder and all subcontractors must have an approved CCA-2 on file with NYSDOT prior to being awarded a contract. If the successful Bidder does not currently have a CCA-2 on file with NYSDOT, the Bidder may find the CCA-2 forms and instruction for completion online at <https://www.osc.state.ny.us/state-vendors/vendrep/vendor-responsibility-forms?redirect=legacy#Construction>.

The successful Bidder will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 2, 1968 and published in the Federal Register (41 CFR Part 60-1, 33 F.2 7804). Successful bidders will be required to pay prevailing wage rates on this contract.

The Village of Cayuga Heights reserves the right to consider the bids for forty-five (45) days after receipt before awarding any Contract, and to waive any minor informalities in, and to reject, any and all bids. All bids are subject to final review and approval by the Village of Cayuga Heights before any award of contract may be made. Receipt of bids by the Village of Cayuga Heights shall not be construed as authority to bind the Village of Cayuga Heights.

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The work will be substantially completed within 110 days of contractor mobilization and no later than August 30, 2024. The work shall be completed and ready for final payment within 160 days of contractor mobilization and no later than October 25, 2024. Once the contractor has mobilized and begun work no shutdowns will be permitted through the completion of construction.

The New York State Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, as amended, issued pursuant to such Act, hereby notifies all who respond to the related solicitation, request for proposal or invitation to bid that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability/handicap and income status in consideration for an award.

**Owners Contact**

Brent Cross  
Village Engineer  
607-257-5536  
bcross@cayuga-heights.ny.us

**Engineer's Contact**

Peter Wlodarczyk, PE  
Project Manager  
585-334-1310  
pwlodarczyk@fisherassoc.com

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**NYS CONTRACT REPORTER INSERTION FORM**

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## INSTRUCTIONS TO BIDDERS

The pages in this proposal are lettered or numbered consecutively. In the event that any pages are missing or are illegible, a replacement copy shall be furnished free of charge upon request. The pages in the plans are also lettered or numbered. In the event that any pages are missing or illegible, a replacement copy shall be furnished free of charge upon request.

This is a federally-aided contract subject to the approval of the New York State Department of Transportation (NYSDOT). Whenever municipal contract terms and requirements differ from federal requirements, the federal requirements will prevail.

1. **Before You Hand in Your Bid, Double Check Your Computations.** Make sure the figures reflect the intent, and check decimal points. Enter a numeric figure for every unit price, and an extension in the total amount bid column.
2. **Bids Should Be Submitted in a Sealed Envelope with the Company Name, Street Address, Federal Identification Number and Project Number Clearly Marked.** Any low bidder must have a current New York State Vendor Responsibility Questionnaire – For Profit Construction (CCA-2) on file or submit one within 10 days of receipt of the contract. Questionnaires are available on the NYSDOT website at: <https://www.dot.ny.gov/bids-and-lettings/construction-contractors/general-info> or can be obtained by calling (518) 457-1564.
3. **Familiarize Yourself with NYSDOT’s Standard Specifications.** NYSDOT currently uses Electronic Standard Specification book as maintained on the website. These may be accessed on-line at: <https://www.dot.ny.gov/main/business-center/engineering/specifications>.
4. **Do Not Alter the Bid Proposal Unless Directed to Do So by Amendment.** Unauthorized alterations could lead to your bid being declared informal. See §102-05 *Proposal Submission*, of the Standard Specifications.
5. **Make Sure You Have Bid on All Items.** If it is your intent to bid "0", use numeric and written symbols. Leaving blank spaces can render your bid informal. See §102-05 *Proposal Submission*, of the Standard Specifications. Unit prices are to be consistent for each item in each alternate in the bid.
6. **Make Sure You Sign the Bid.** See §102-05 PROPOSAL SUBMISSION, of the Standard Specifications.
7. **Eligibility to bid on this contract is not subject to residence or geographic restrictions.**
8. **Procurement Lobbying Law.** NYS Finance Law restricts communication with Sponsor personnel on procurements and contact can only be made with designated persons. Contact with non-designated persons or other involved Agencies will be considered a serious matter and may result in disqualification. Contacts are: for technical questions, the Responsible Local Office (RLO) or his/her designate shown on BR-9 of this proposal.
9. **M/WBE goals:** This contract has no M/WBE contracting goals although minority and women workforce goals apply as outlined herein.
10. **DBE Goals:** The DBE Goal for this project is 6%. You must document your good faith efforts to obtain DBE participation. Solicitation of DBEs must begin prior to the submission of your bid. For projects with goals, Appendix 14-9Fed on page BR-41 shall be completed and submitted with the bid, in

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accordance with Specifications §102-12 *D/M/WBE Utilization*.

11. **Business Support Services Available for DBEs.** NYSDOT's Office of Civil Rights (OCR) administers programs that provide technical and business assistance to NYSCUP-certified DBEs. For more information visit <https://www.dot.ny.gov/main/business-center/civil-rights/dbe>.
12. **EBO.** The Contractor is required to sign up and use EBO software during construction to enter in workers hours to keep track of Civil Rights Monitoring and Reporting per NYSDOT Standard Specifications §105-21d and EB 16-002 - Entry of Locally-Administered Construction Contracts into Equitable Business Opportunity Solution (EBO) & Good Faith Effort (GFE) Review Process. Subcontractors also have to use EBO to enter workers hours and verify payments from the prime Contractor.
13. **Bonds.** Statutes require that a low bidder file both a Performance Bond and a Payment Bond for the full amount of the contract. Arrangements should be made with a Surety prior to submitting a bid. Failure to secure bonding could result in the loss of your bid deposit. See NYSDOT Standard Specifications §103-03 *Contract Bonds*.
14. **Bid Security.** Every bid must be accompanied by a bid bond, certified check or bank cashier's check payable to the Sponsor. Bonds must be in the sum of 5% of the total bid. Checks must be in the amount specified in the proposal.
15. **Amendments to the Bid Documents during the bid period shall be provided to all plan holders of record (plan holders of record are those entities that have obtained at least one copy of the Bid Documents) in accordance with section §102-05 PROPOSAL SUBMISSION of the Standard Specifications. Amendments shall be sent via electronic mail (e-mail) with a return e-mail confirming receipt from the bidder, or certified mail.** All plan holders of record shall provide contact information to which amendments are to be sent (contact information shall include contact person's name, firm's name, firm's address, firm's phone number, e-mail address, etc.). Said contact information shall be provided to the engineer and owner, in writing, within 24 hours of receipt of Contract Documents.
16. **If Federal Davis-Bacon wage rates differ from New York State prevailing wage rates, then the higher of the two rates shall be paid.**

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## PROJECT TITLE SHEET

F.A. PROJECT: D036447

COUNTY: Tompkins County

### PROJECT DESCRIPTION:

This project includes the installation of sidewalk along Wyckoff Road from the Lakeview Cemetery entrance to Kline Road and from Kline Road to Highland Road to provide safe accessibility for pedestrians. The sidewalk will be located on the west side of the road from the Lakeview Cemetery entrance to Kline Road at which point it crosses to the east side of the road and continues along Kline Road to Highland Road. Signs and striping will be installed to accommodate new pedestrian facilities and old signs will be updated. New concrete curb will be added to locations of sidewalks immediately adjacent to the roadway. Drainage facilities will be upgraded including new drainage pipes, catch basins, manholes, and driveway pipes. Steel railing will be placed along sidewalk segments adjacent to steep slopes.

CAPITAL PROJECT IDENTIFICATION NUMBER (PIN): 3950.69

DEPOSIT REQUIRED: 5% of total bid (Certified cashier's check or bid bond.)

COMPLETION DATE: October 25, 2024

CONTACT RESPONSIBLE LOCAL OFFICIAL (RLO) (for non-technical project questions or comments):

Brent Cross

Village of Cayuga Heights Engineer, Public Works Superintendent

bcross@cayuga-heights.ny.us

(607) 257-5536

CONTACT (for project-related technical questions):

Peter Wlodarczyk, P.E., Project Manager

Fisher Associates, P.E., L.S., L.A., D. P.C.

[pwlodarczyk@fisherassoc.com](mailto:pwlodarczyk@fisherassoc.com)

(585) 334-1310

BIDS SHOULD BE SUBMITTED IN A SEALED ENVELOPE ADDRESSED TO CAYUGA HEIGHTS. THE COMPANY NAME, STREET ADDRESS, FEDERAL IDENTIFICATION NUMBER, PROJECT NUMBER AND PROJECT DESCRIPTION SHOULD BE CLEARLY MARKED. YOUR FEDERAL IDENTIFICATION NUMBER ON THE ENVELOPE SHOULD BE THE SAME NUMBER USED TO BUY PLANS.

LOW BIDDERS MUST HAVE A CURRENT NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROJECT CONSTRUCTION (CCA-2) ON FILE OR SUBMIT ONE WITHIN 10 DAYS OF RECEIPT OF THE CONTRACT. QUESTIONNAIRES ARE AVAILABLE AT THE WEBSITE BELOW. PLEASE CALL THE OFFICE OF CONTRACT MANAGEMENT PRE-AWARD UNIT AT (518) 457-1564 IF A REASONABLE ACCOMMODATION IS NEEDED TO PARTICIPATE IN THE LETTING.

<https://www.nysdot.gov/portal/page/portal/bids-and-lettings/construction-contractors/general-info>

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# INFORMATION FOR BIDDERS

## **Location of the Work**

The site of the work to be performed is located in the Village of Cayuga Heights, Tompkins County, New York.

## **Description of the Work**

The items of work include, but are not necessarily limited to the following:

- Installation of approximately 2,000 feet of sidewalk including ADA curb ramps
- Drainage upgrades and replacements including pipes, structures, and manholes
- Installation of new concrete curb
- Signage and striping upgrades to accommodate new pedestrian facilities
- Fence installation

## **Commencement and Completion of the Work**

Upon execution of the Contract including delivery of the Performance Bond, Labor & Materials Payment Bond and insurance policies and certificates by the Contractor to the Owner and the approval thereof by the Owner's attorney, the Contractor will be notified to proceed with the work. Such notification will be in the form of a letter to proceed from the Village.

The Contractor shall give the Engineer at least five (5) days written notice of the date he intends to start work at the site.

The work will be substantially completed within 120 days of contractor mobilization and no later than August 30, 2024. The work shall be completed and ready for final payment within 160 days of contractor mobilization and no later than October 25, 2024. Once the contractor has mobilized and begun work no shutdowns will be permitted through the completion of construction

## **Collateral Work and Conditions of Work**

Each bidder shall inform himself fully of the conditions relating to construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder, as Contractor, of his obligation to furnish all materials and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out the work, shall employ such methods of means as will not cause any interruption of or interference with the work of any other Contractor.

Each Contractor will be required to coordinate his work with the work of other contractors. Each Contractor will be required to adjust his schedule accordingly.

## **Receipt & Opening of Bids**

Cayuga Heights (herein called the Owner) invites Bids on the attached forms. Bids will be received by the Owner until the time and at the place stated in the attached Advertisement for Bids. Bids must be sealed in envelopes addressed to the Village Offices, Marcham Hall, 836 Hanshaw Road, Ithaca, NY The outside of the envelope shall bear the name and address of the Bidder and shall be labeled to clearly show the Contract designation for which the Bid is submitted.

## **Informalities, Waivers and Withdrawals**

The Owner may consider informal any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any or all Bids. Bids which do not contain a price for

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every numbered item contained in the Bid form will not be accepted.

Bids may be withdrawn after the time designated for opening such proposals publicly only when in accordance with Section 102-07 of the NYSDOT Standard Specifications. Any Bid received after the time and date specified will not be considered, and will be returned unopened.

**Bid Preparation**

Unless otherwise noted thereon, all blanks on the Bid forms must be appropriately filled in with ink, and the Bid must be properly executed. Do not remove the Bid forms from this binder.

All Contract Documents, except the Contract Drawings, the Performance Bond, Labor & Materials Payment Bond, Certificate of Insurance and any Addenda, are contained in this binder. The Contract Drawings are bound separately. All Contract Documents, except the Performance Bond and Labor & Materials Payment Bond, and Certificate of Insurance must be submitted with the Bid. The Contract Documents are defined in the Agreement.

**Addenda and Interpretations**

Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

No verbal interpretation of the intent of any of the Contract Documents will be made before the receipt of Bids. Requests for interpretations prior to receipt of Bids must be presented in writing to the Engineer, Fisher Associates P.E., L.S., L.A., D.P.C., 180 Charlotte Street, Rochester, NY 14607, and to be given consideration must be received by the Engineer at least seven (7) days prior to the date set for the opening of Bids.

Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addendum or Addenda sent by email to all holders of Contract Documents at the addresses furnished therefore, at least five (5) days prior to the date of the opening of Bids.

Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under this Bid as submitted. All Addenda so issued shall become a part of the Contract Documents.

**Qualifications of Bidders**

The Owner reserves the right to make such investigation as he may deem necessary or advisable to determine any Bidder's ability to do the work, and the Bidder shall furnish to the Owner on request all data and information pertinent thereto. The Owner reserves the right to reject any Bid if such investigation fails to satisfy the Owner that the Bidder is fully qualified to do the work. Contractors that have had a documented project failure in New York State within the past few years due to providing inferior materials and/or workmanship may be considered not fully qualified by the Owner. A failure is defined by any project where the Owner was required to execute the bonds for project completion.

Conditional Bids will be considered informal and will be rejected.

Immediately following the Canvas of Bids the Low Bidder, if so requested, shall furnish the Owner a sworn

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and notarized financial statement, and a statement of his qualifications and experience.

**Obligations of Bidders**

At the time of the opening of Bids, each Bidder will be presumed to have inspected the Site, to have informed himself fully of the conditions relating to the work and labor required for the work, and to have read and acquainted himself with all the Contract Documents. Failure to do so will not relieve the Bidder who is awarded the Contract of his obligation to complete the work for the price or prices bid, or of any other obligation under the Contract. The failure or omission of any Bidder to receive or examine any Contract Documents shall in no way relieve him from any obligation in respect to his Bid.

**Bid Security**

Each Bid must be accompanied by cash in United States currency or a certified check of the Bidder in an amount not less than five percent (5%) of the Base Bid. A Bid Bond, fully executed by the Bidder as principal, and having as surety thereon a surety company approved by the Owner and authorized to do business in New York State, will be accepted in lieu of cash or certified check. Checks should be made payable to the Owner.

Such cash, checks or Bid Bonds will be returned to all except the three lowest Bidders within three working days after the opening of Bids. The remaining deposits will be returned to the three lowest Bidders within three working days after execution of the Contract, or, if no Contract is executed within 60 calendar days after opening of Bids, upon demand of the Bidder at any time thereafter so long as he has not been notified of the acceptance of his Bid.

**Liquidated Damages for Failure to Execute Contract**

Should the successful Bidder refuse or fail to execute the Contract and Bond within five (5) working days after receipt of notice of the acceptance of his Bid, the security deposited with his Bid shall be forfeited to the Owner as liquidated damages for such refusal or failure.

**Discrepancy in Bids**

In the event a discrepancy exists in any Bid between the unit prices written in figures and the math for the total price written in figures, the unit prices shall govern. The total shall be corrected, if necessary, and the Bid may not be considered informal.

**Lowest Bidder**

Bids will be compared on the basis of the totals, corrected as necessary in conformance with "Discrepancy in Bids," given at the bottom of the schedule of quantities, prices and extensions in the order presented in the bid combinations. Such total in each Bid shall be the sum of all lump sum prices, plus the sum of all the extensions produced by multiplying the unit price in each case by the corresponding listed quantity.

**Award of Contract**

The Contract will be awarded to that responsible bidder whose Bid selected by the Owner, after corrections and adjustments, totals the least number of dollars.

The Owner reserves the right to reject any and all Bids if the bids are higher than the funding available or if the Owner determines that it is not in their best interest to continue with the Project. The Owner can reject bids which are deemed to be unbalanced; if the materials are not filled out completely, if it appears the Contractor cannot perform the work or if the Contractor is unresponsive.

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## Itemized Proposal

To The Village of Cayuga Heights:

In submitting this bid the undersigned declares to be 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 Sponsor, or any person in the employ of the Sponsor 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 to have carefully examined the plans, specifications and form of contract, and to have personally inspected the actual location of the work together with the local sources of supply, to be satisfied as to all the quantities and conditions, and understands that in signing this proposal waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees 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 work necessary under the aforesaid conditions, to complete the improvement of the aforementioned project 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 price 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 compensations for any additions or deductions caused by variation in quantities due to more accurate measurement, and for use in 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 Sponsor adds, alters or omits portions of the work it shall so perform such work and accept compensation in accordance with the NYSDOT's Standard Specifications.

The undersigned further understands and agrees not to start any work until the contract agreement is signed by the Responsible Local Official (RLO) or the RLO's duly authorized representative. In case the undersigned voluntarily undertakes to start work, other than that expressly prohibited in this Subsection, after the contract is signed by the RLO the undersigned does so entirely at its own risk and without obligation or responsibility on the part of the Sponsor unless and until the awarded contract becomes effective pursuant to the laws that govern public contracts of the Sponsor; and hereby agrees and warrants that, as a prerequisite to the start of any such voluntary work, accepts, assumes and undertakes all of the provisions of this proposal and of the plans and specifications of the proposed contract, including all of the provisions and responsibilities thereof relative to (1) damage, indemnification and holding the Sponsor harmless as set forth in said contract documents, and (2) actually furnishing in advance of any contract operations, the required insurance policies of each and every kind and amount as called for in said contract documents, particularly with relation to workers' compensation and liability insurance policies as set forth in the related specifications; and also agrees and warrants that all of such policies will be in force and effect on the date of the start of any such contract operations, whether or not the contract documents have been executed and filed as aforesaid. In no event shall the undersigned start any contract work which involves a disturbance of the contract site prior to execution of the contract by the Sponsor.

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This contract includes alternate bidding practices. A preset total construction budget will be announced at the bid opening prior to the opening of the bids. Bids will be compared based on the totals provided in the bid combinations schedule included on BR-18, corrected as necessary in conformance with "Discrepancy in Bids".

If the bid submitted by the lowest qualified bidder for Bid Combination A (Base Bid + ALT 1 + ALT 2 + ALT 3 + ALT 4) is equal to or less than the budgeted amount, then the contract will be awarded based on the Bid Combination A. If the lowest bid for Bid Combination A exceeds the construction budget, Bid Combination B will be evaluated.

If the bid submitted by the lowest qualified bidder for Bid Combination B (Base Bid + ALT 1 + ALT 2 + ALT 3) is equal to or less than the budgeted amount, then the contract will be awarded based on the Bid Combination B. If the lowest bid for Bid Combination B exceeds the construction budget, Bid Combination C will be evaluated.

If the bid submitted by the lowest qualified bidder for Bid Combination C (Base Bid + ALT 1 + ALT 2) is equal to or less than the budgeted amount, then the contract will be awarded based on the Bid Combination C. If the lowest bid for Bid Combination C exceeds the construction budget, Bid Combination D will be evaluated.

If the bid submitted by the lowest qualified bidder for Bid Combination D (Base Bid + ALT 1) is equal to or less than the budgeted amount, then the contract will be awarded based on the Bid Combination D. If the lowest bid for Bid Combination D exceeds the construction budget, then the award will be based on the Base Bid.

BY SIGNING THE BID FORM, BIDDER PROPOSES TO COMPLETE: WALKING SAFE - CAYUGA HEIGHTS  
IN ACCORDANCE WITH THE VILLAGE OF CAYUGA HEIGHTS STANDARD CONSTRUCTION CONTRACT DOCUMENTS  
AND THE ATTACHED CONSTRUCTION CONTRACT DOCUMENTS AT THE FOLLOWING UNIT PRICES

<b>BID COMBINATIONS</b>	<b>TOTAL BID AMOUNT</b>
COMBINATION A BASE BID + ALT 1 + ALT 2 + ALT 3 + ALT 4	
COMBINATION B BASE BID + ALT 1 + ALT 2 + ALT 3	
COMBINATION C BASE BID + ALT 1 + ALT 2	
COMBINATION D BASE BID + ALT 1	
BASE BID	

COMPANY NAME: \_\_\_\_\_

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



# Fisher Associates - Rochester

## Project Item Schedule

PIN 3950.69 Walking Safe - Cayuga Heights

**Description**

**Location**

**Work Type** Pedestrian Improvements

### Project Items

Line Number	Item ID	Quantity	Unit	Unit Price	Extension
<b>Section: 1 Description</b>					
0010	203.02	125.000	CY	\$	\$
UNCLASSIFIED EXCAVATION AND DISPOSAL					
0020	203.03	65.000	CY	\$	\$
EMBANKMENT IN PLACE					
0030	203.07	210.000	CY	\$	\$
SELECT GRANULAR FILL					
0040	206.0201	240.000	CY	\$	\$
TRENCH AND CULVERT EXCAVATION					
0050	207.23	125.000	SY	\$	\$
GEOTEXTILE SLOPE PROTECTION					
0060	209.13	496.000	LF	\$	\$
SILT FENCE - TEMPORARY					
0070	304.12	110.000	CY	\$	\$
SUBBASE COURSE, TYPE 2					
0080	404.098201	15.000	TON	\$	\$
9.5 F2 TOP COURSE ASPHALT, 80 SERIES COMPACTION					
0090	404.198901	17.000	TON	\$	\$
19 F9 BINDER COURSE ASPHALT, 80 SERIES COMPACTION					

Line Number	Item ID	Quantity	Unit	Unit Price	Extension
0100	404.378901	62.000	TON	\$	\$
37.5 F9 BASE COURSE ASPHALT, 80 SERIES COMPACTION					
0110	407.0102	27.000	GAL	\$	\$
DILUTED TACK COAT					
0120	418.7603	1,560.000	LF	\$	\$
ASPHALT PAVEMENT JOINT ADHESIVE					
0130	503.1010	4.000	CY	\$	\$
PCC FOUNDATION FOR PAVEMENT, CLASS C					
0170	603.98060007	14.000	LF	\$	\$
POLYVINYL CHLORIDE (PVC) SEWER PIPE AND FITTINGS, 6"					
0190	603.9815	267.000	LF	\$	\$
SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN 15 INCH DIAMETER					
0200	603.9818	16.000	LF	\$	\$
SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN 18 INCH DIAMETER					
0240	604.300511	4.500	LF	\$	\$
RECTANGULAR DRAINAGE STRUCTURE, TYPE E FOR # 11 WELDED FRAME					
0260	604.301911	21.800	LF	\$	\$
RECTANGULAR DRAINAGE STRUCTURE TYPE S FOR #11 WELDED FRAME					
0310	608.0101	40.000	CY	\$	\$
CONCRETE SIDEWALKS AND DRIVEWAYS					
0320	608.020102	5.000	TON	\$	\$
HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS, AND VEGETATION CONTROL STRIPS					
0330	608.10040005	50.000	SF	\$	\$
REMOVE, RESET OR REPLACE EXISTING STONE BLOCK PAVING					
0350	609.0401	263.000	LF	\$	\$
CAST-IN-PLACE CONCRETE CURB TYPE VF150					
0360	609.0403	23.000	LF	\$	\$
CAST-IN-PLACE CONCRETE CURB TYPE M150					

Line Number	Item ID	Quantity	Unit	Unit Price	Extension
0365	609.0407	39.000	LF	\$	\$
CAST-IN-PLACE CONCRETE CURB TYPE T100					
0370	609.0501	8.000	LF	\$	\$
CAST-IN-PLACE CONCRETE CURB AND GUTTER TYPE VF150G					
0380	610.1403	40.000	CY	\$	\$
TOPSOIL - LAWNS					
0390	610.1602	330.000	SY	\$	\$
TURF ESTABLISHMENT - LAWNS					
0400	614.0701	5.000	EACH	\$	\$
PRE-EXISTING STUMP REMOVAL UP TO 24 INCH DIAMETER AT 6 INCHES ABOVE GRADE					
0410	615.80010005	116.000	LF	\$	\$
RAILING, TYPE 01					
0415	619.01	1.000	LS	\$	\$
BASIC WORK ZONE TRAFFIC CONTROL					
0420	619.27	1.000	EACH	\$	\$
MAILBOXES					
0425	625.01	1.000	LS	\$	\$
SURVEY OPERATIONS					
0440	627.50140008	780.000	LF	\$	\$
CUTTING PAVEMENT					
0450	637.11	4.000	MNTH	\$	\$
ENGINEER'S FIELD OFFICE - TYPE 1					
0455	637.34	2,500.000	DC	\$ 1.00	\$ 2,500.00
OFFICE TECHNOLOGY AND SUPPLIES					
0480	645.5102	72.500	SF	\$	\$
GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF, WITH Z-BARS					
0490	645.81	9.000	EACH	\$	\$
TYPE A SIGN POSTS					

Line Number	Item ID	Quantity	Unit	Unit Price	Extension
0500	645.81090003	6.000	EACH	\$	\$
RETROREFLECTIVE SIGN POST STRIP					
0510	647.61	4.000	EACH	\$	\$
REMOVE AND DISPOSE SIGNS, GROUND MOUNTED TYPE A SIGN SUPPORTS AND FOUNDATIONS - SIZE I (UNDER 30 SQUARE FEET)					
0520	655.1111	6.000	EACH	\$	\$
WELDED FRAME AND RETICULINE GRATE 11					
0540	663.33	1.000	EACH	\$	\$
ADJUST EXISTING VALVE BOX ELEVATION					
0550	685.11	648.000	LF	\$	\$
WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS					
0560	698.04	45.800	DC	\$ 1.00	\$ 45.80
ASPHALT PRICE ADJUSTMENT					
0570	698.05	20.000	DC	\$ 1.00	\$ 20.00
FUEL PRICE ADJUSTMENT					
0600	697.03	9,498.000	DC	\$ 1.00	\$ 9,498.00
FIELD CHANGE PAYMENT (FCP)					
0610	699.040001	1.000	LS	\$	\$
MOBILIZATION					
<b>Section 1 Total:</b>					\$
Line Number	Item ID	Quantity	Unit	Unit Price	Extension
<b>Section: Alternate 1 Description</b>					
0620	203.02	120.000	CY	\$	\$
UNCLASSIFIED EXCAVATION AND DISPOSAL					
0630	203.03	10.000	CY	\$	\$
EMBANKMENT IN PLACE					
0640	203.07	200.000	CY	\$	\$
SELECT GRANULAR FILL					



Line Number	Item ID	Quantity	Unit	Unit Price	Extension
0650	206.0201	235.000	CY	\$	\$
TRENCH AND CULVERT EXCAVATION					
0660	209.13	406.000	LF	\$	\$
SILT FENCE - TEMPORARY					
0670	304.12	85.000	CY	\$	\$
SUBBASE COURSE, TYPE 2					
0680	404.098201	9.000	TON	\$	\$
9.5 F2 TOP COURSE ASPHALT, 80 SERIES COMPACTION					
0690	404.198901	9.000	TON	\$	\$
19 F9 BINDER COURSE ASPHALT, 80 SERIES COMPACTION					
0700	404.378901	32.000	TON	\$	\$
37.5 F9 BASE COURSE ASPHALT, 80 SERIES COMPACTION					
0710	407.0102	15.000	GAL	\$	\$
DILUTED TACK COAT					
0720	418.7603	1,396.000	LF	\$	\$
ASPHALT PAVEMENT JOINT ADHESIVE					
0730	503.1010	5.000	CY	\$	\$
PCC FOUNDATION FOR PAVEMENT, CLASS C					
0740	603.171416	1.000	EACH	\$	\$
GALVANIZED STEEL END SECTIONS-PIPE (2-2/3" X 1/2" CORRUGATIONS) 24 INCH DIAMETER, 16 GAUGE					
0750	603.9815	196.000	LF	\$	\$
SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN 15 INCH DIAMETER					
0760	603.9818	70.000	LF	\$	\$
SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN 18 INCH DIAMETER					
0770	604.070301	1.000	EACH	\$	\$
ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES					
0780	604.301911	15.000	LF	\$	\$
RECTANGULAR DRAINAGE STRUCTURE TYPE S FOR #11 WELDED FRAME					

Line Number	Item ID	Quantity	Unit	Unit Price	Extension
0790	604.4060	5.200	LF	\$	\$
ROUND PRECAST CONCRETE MANHOLE, TYPE 60					
0800	605.1701	15.000	LF	\$	\$
OPTIONAL UNDERDRAIN PIPE, 4 INCH DIAMETER					
0810	608.0101	30.000	CY	\$	\$
CONCRETE SIDEWALKS AND DRIVEWAYS					
0820	608.020102	3.000	TON	\$	\$
HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS, AND VEGETATION CONTROL STRIPS					
0830	609.0401	439.000	LF	\$	\$
CAST-IN-PLACE CONCRETE CURB TYPE VF150					
0840	610.1403	15.000	CY	\$	\$
TOPSOIL - LAWNS					
0850	610.1602	150.000	SY	\$	\$
TURF ESTABLISHMENT - LAWNS					
0855	619.01	1.000	LS	\$	\$
BASIC WORK ZONE TRAFFIC CONTROL					
0860	619.27	1.000	EACH	\$	\$
MAILBOXES					
0865	625.01	1.000	LS	\$	\$
SURVEY OPERATIONS					
0870	627.50140008	698.000	LF	\$	\$
CUTTING PAVEMENT					
0890	645.5102	49.500	SF	\$	\$
GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF, WITH Z-BARS					
0900	645.81	4.000	EACH	\$	\$
TYPE A SIGN POSTS					
0910	645.81090003	6.000	EACH	\$	\$
RETROREFLECTIVE SIGN POST STRIP					

Line Number	Item ID	Quantity	Unit	Unit Price	Extension
0920	655.1111	4.000	EACH	\$	\$
WELDED FRAME AND RETICULINE GRATE 11					
0930	655.1202	1.000	EACH	\$	\$
MANHOLE FRAME AND COVER					
0940	685.11	288.000	LF	\$	\$
WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS					
0950	698.04	45.800	DC	\$ 1.00	\$ 45.80
ASPHALT PRICE ADJUSTMENT					
0960	698.05	20.000	DC	\$ 1.00	\$ 20.00
FUEL PRICE ADJUSTMENT					
0990	697.03	7,252.000	DC	\$ 1.00	\$ 7,252.00
FIELD CHANGE PAYMENT (FCP)					
1000	699.040001	1.000	LS	\$	\$
MOBILIZATION					

**Section Alternate 1 Total:**

\$

Line Number	Item ID	Quantity	Unit	Unit Price	Extension
<b>Section: Alternate 2 Description</b>					
1010	203.02	65.000	CY	\$	\$
UNCLASSIFIED EXCAVATION AND DISPOSAL					
1020	203.03	20.000	CY	\$	\$
EMBANKMENT IN PLACE					
1030	203.07	40.000	CY	\$	\$
SELECT GRANULAR FILL					
1040	206.0201	65.000	CY	\$	\$
TRENCH AND CULVERT EXCAVATION					
1050	209.13	235.000	LF	\$	\$
SILT FENCE - TEMPORARY					

Line Number	Item ID	Quantity	Unit	Unit Price	Extension
1060	304.12	60.000	CY	\$	\$
SUBBASE COURSE, TYPE 2					
1070	404.098201	7.000	TON	\$	\$
9.5 F2 TOP COURSE ASPHALT, 80 SERIES COMPACTION					
1080	404.198901	3.000	TON	\$	\$
19 F9 BINDER COURSE ASPHALT, 80 SERIES COMPACTION					
1090	404.378901	9.000	TON	\$	\$
37.5 F9 BASE COURSE ASPHALT, 80 SERIES COMPACTION					
1100	407.0102	9.000	GAL	\$	\$
DILUTED TACK COAT					
1110	418.7603	636.000	LF	\$	\$
ASPHALT PAVEMENT JOINT ADHESIVE					
1120	503.1010	8.000	CY	\$	\$
PCC FOUNDATION FOR PAVEMENT, CLASS C					
1130	603.171614	1.000	EACH	\$	\$
GALVANIZED STEEL END SECTIONS-PIPE (2-2/3" X 1/2" CORRUGATIONS) 30 INCH DIAMETER, 14 GAUGE					
1140	603.77	2.000	EACH	\$	\$
CONCRETE COLLARS					
1150	603.9824	40.000	LF	\$	\$
SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN 24 INCH DIAMETER					
1160	604.301611	6.300	LF	\$	\$
RECTANGULAR DRAINAGE STRUCTURE TYPE P FOR #11 WELDED FRAME					
1170	604.310611	5.600	LF	\$	\$
RECTANGULAR DRAINAGE STRUCTURE TYPE F WITHROUND OPTION FOR#11 WELDED FRAME					
1180	608.0101	20.000	CY	\$	\$
CONCRETE SIDEWALKS AND DRIVEWAYS					
1190	608.020102	3.000	TON	\$	\$
HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS, AND VEGETATION CONTROL STRIPS					

Line Number	Item ID	Quantity	Unit	Unit Price	Extension
1200	609.04	70.000	LF	\$	\$
CAST-IN-PLACE CONCRETE CURB (AS DETAILED)					
1210	609.0401	235.000	LF	\$	\$
CAST-IN-PLACE CONCRETE CURB TYPE VF150					
1220	610.1403	15.000	CY	\$	\$
TOPSOIL - LAWNS					
1230	610.1602	125.000	SY	\$	\$
TURF ESTABLISHMENT - LAWNS					
1240	614.0701	7.000	EACH	\$	\$
PRE-EXISTING STUMP REMOVAL UP TO 24 INCH DIAMETER AT 6 INCHES ABOVE GRADE					
1250	615.80010005	36.000	LF	\$	\$
RAILING, TYPE 01					
1255	619.01	1.000	LS	\$	\$
BASIC WORK ZONE TRAFFIC CONTROL					
1260	619.27	1.000	EACH	\$	\$
MAILBOXES					
1265	625.01	1.000	LS	\$	\$
SURVEY OPERATIONS					
1270	627.50140008	318.000	LF	\$	\$
CUTTING PAVEMENT					
1290	645.5101	1.500	SF	\$	\$
GROUND-MOUNTED SIGN PANELS WITHOUT Z-BARS					
1300	645.5102	6.250	SF	\$	\$
GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF, WITH Z-BARS					
1310	645.81	2.000	EACH	\$	\$
TYPE A SIGN POSTS					
1320	647.61	1.000	EACH	\$	\$
REMOVE AND DISPOSE SIGNS, GROUND MOUNTED TYPE A SIGN SUPPORTS AND FOUNDATIONS - SIZE I (UNDER 30 SQUARE FEET)					

Line Number	Item ID	Quantity	Unit	Unit Price	Extension
1330	655.1111	1.000	EACH	\$	\$
WELDED FRAME AND RETICULINE GRATE 11					
1340	685.11	192.000	LF	\$	\$
WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS					
1350	698.04	45.800	DC	\$ 1.00	\$ 45.80
ASPHALT PRICE ADJUSTMENT					
1360	698.05	20.000	DC	\$ 1.00	\$ 20.00
FUEL PRICE ADJUSTMENT					
1390	697.03	4,488.000	DC	\$ 1.00	\$ 4,488.00
FIELD CHANGE PAYMENT (FCP)					
1400	699.040001	1.000	LS	\$	\$
MOBILIZATION					

**Section Alternate 2 Total:** \$

Line Number	Item ID	Quantity	Unit	Unit Price	Extension
<b>Section: Alternate 3 Description</b>					
1410	203.02	50.000	CY	\$	\$
UNCLASSIFIED EXCAVATION AND DISPOSAL					
1420	203.03	5.000	CY	\$	\$
EMBANKMENT IN PLACE					
1430	203.07	35.000	CY	\$	\$
SELECT GRANULAR FILL					
1440	206.0201	30.000	CY	\$	\$
TRENCH AND CULVERT EXCAVATION					
1450	209.13	82.000	LF	\$	\$
SILT FENCE - TEMPORARY					
1460	304.12	55.000	CY	\$	\$
SUBBASE COURSE, TYPE 2					

Line Number	Item ID	Quantity	Unit	Unit Price	Extension
1470	404.098201	2.000	TON	\$	\$
9.5 F2 TOP COURSE ASPHALT, 80 SERIES COMPACTION					
1490	407.0102	2.000	GAL	\$	\$
DILUTED TACK COAT					
1500	418.7603	250.000	LF	\$	\$
ASPHALT PAVEMENT JOINT ADHESIVE					
1510	503.1010	4.000	CY	\$	\$
PCC FOUNDATION FOR PAVEMENT, CLASS C					
1520	603.9812	38.000	LF	\$	\$
SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN 12 INCH DIAMETER					
1530	604.301911	4.700	LF	\$	\$
RECTANGULAR DRAINAGE STRUCTURE TYPE S FOR #11 WELDED FRAME					
1540	608.0101	10.000	CY	\$	\$
CONCRETE SIDEWALKS AND DRIVEWAYS					
1550	610.1403	8.000	CY	\$	\$
TOPSOIL - LAWNS					
1560	610.1602	100.000	SY	\$	\$
TURF ESTABLISHMENT - LAWNS					
1570	614.0701	4.000	EACH	\$	\$
PRE-EXISTING STUMP REMOVAL UP TO 24 INCH DIAMETER AT 6 INCHES ABOVE GRADE					
1575	619.01	1.000	LS	\$	\$
BASIC WORK ZONE TRAFFIC CONTROL					
1580	624.0109	240.000	SF	\$	\$
CONVENTIONALLY FORMED OR MACHINE FORMED CONCRETE GUTTERS TYPE BB					
1585	625.01	1.000	LS	\$	\$
SURVEY OPERATIONS					
1590	627.50140008	3.000	LF	\$	\$
CUTTING PAVEMENT					

Line Number	Item ID	Quantity	Unit	Unit Price	Extension
1600	645.5102	49.500	SF	\$	\$
GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF, WITH Z-BARS					
1610	645.81	4.000	EACH	\$	\$
TYPE A SIGN POSTS					
1620	645.81090003	4.000	EACH	\$	\$
RETROREFLECTIVE SIGN POST STRIP					
1630	655.1111	1.000	EACH	\$	\$
WELDED FRAME AND RETICULINE GRATE 11					
1640	685.11	216.000	LF	\$	\$
WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS					
1650	698.04	45.800	DC	\$ 1.00	\$ 45.80
ASPHALT PRICE ADJUSTMENT					
1660	698.05	20.000	DC	\$ 1.00	\$ 20.00
FUEL PRICE ADJUSTMENT					
1690	697.03	2,253.000	DC	\$ 1.00	\$ 2,253.00
FIELD CHANGE PAYMENT (FCP)					
1700	699.040001	1.000	LS	\$	\$
MOBILIZATION					
<b>Section Alternate 3 Total:</b>					\$

Line Number	Item ID	Quantity	Unit	Unit Price	Extension
<b>Section: Alternate 4 Description</b>					
1710	203.02	110.000	CY	\$	\$
UNCLASSIFIED EXCAVATION AND DISPOSAL					
1720	203.03	10.000	CY	\$	\$
EMBANKMENT IN PLACE					
1730	203.07	30.000	CY	\$	\$
SELECT GRANULAR FILL					



Line Number	Item ID	Quantity	Unit	Unit Price	Extension
1740	206.0201	40.000	CY	\$	\$
TRENCH AND CULVERT EXCAVATION					
1750	209.13	209.000	LF	\$	\$
SILT FENCE - TEMPORARY					
1760	304.12	70.000	CY	\$	\$
SUBBASE COURSE, TYPE 2					
1770	404.098201	2.000	TON	\$	\$
9.5 F2 TOP COURSE ASPHALT, 80 SERIES COMPACTION					
1780	407.0102	2.000	GAL	\$	\$
DILUTED TACK COAT					
1790	418.7603	330.000	LF	\$	\$
ASPHALT PAVEMENT JOINT ADHESIVE					
1800	503.1010	3.000	CY	\$	\$
PCC FOUNDATION FOR PAVEMENT, CLASS C					
1810	603.9812	190.000	LF	\$	\$
SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN 12 INCH DIAMETER					
1820	604.070302	1.000	EACH	\$	\$
ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES					
1830	607.41010010	50.000	LF	\$	\$
TEMPORARY PLASTIC BARRIER FENCE					
1840	608.0101	35.000	CY	\$	\$
CONCRETE SIDEWALKS AND DRIVEWAYS					
1850	608.020102	5.000	TON	\$	\$
HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS, AND VEGETATION CONTROL STRIPS					
1860	609.0401	102.000	LF	\$	\$
CAST-IN-PLACE CONCRETE CURB TYPE VF150					
1870	610.1403	35.000	CY	\$	\$
TOPSOIL - LAWNS					

Line Number	Item ID	Quantity	Unit	Unit Price	Extension
1880	610.1602	300.000	SY	\$	\$
TURF ESTABLISHMENT - LAWNS					
1890	614.0701	3.000	EACH	\$	\$
PRE-EXISTING STUMP REMOVAL UP TO 24 INCH DIAMETER AT 6 INCHES ABOVE GRADE					
1900	619.27	1.000	EACH	\$	\$
MAILBOXES					
1910	627.50140008	165.000	LF	\$	\$
CUTTING PAVEMENT					
1920	645.5102	57.500	SF	\$	\$
GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF, WITH Z-BARS					
1930	645.81	6.000	EACH	\$	\$
TYPE A SIGN POSTS					
1940	645.81090003	4.000	EACH	\$	\$
RETROREFLECTIVE SIGN POST STRIP					
1950	647.61	1.000	EACH	\$	\$
REMOVE AND DISPOSE SIGNS, GROUND MOUNTED TYPE A SIGN SUPPORTS AND FOUNDATIONS - SIZE I (UNDER 30 SQUARE FEET)					
1960	663.33	1.000	EACH	\$	\$
ADJUST EXISTING VALVE BOX ELEVATION					
1970	685.11	552.000	LF	\$	\$
WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS					
1980	698.04	45.800	DC	\$ 1.00	\$ 45.80
ASPHALT PRICE ADJUSTMENT					
1990	698.05	20.000	DC	\$ 1.00	\$ 20.00
FUEL PRICE ADJUSTMENT					
2000	619.01	1.000	LS	\$	\$
BASIC WORK ZONE TRAFFIC CONTROL					
2010	625.01	1.000	LS	\$	\$
SURVEY OPERATIONS					

Line Number	Item ID	Quantity	Unit	Unit Price	Extension
2020	697.03	4,509.000	DC	\$ 1.00	\$ 4,509.00
FIELD CHANGE PAYMENT (FCP)					
2030	699.040001	1.000	LS	\$	\$
MOBILIZATION					
<b>Section Alternate 4 Total:</b>					\$
<b>Project Total:</b>					\$

**Company Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

---

# Bid Bond

**Bidder (Name and Address):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Surety (Name and Address of Principal Place of Business):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Owner (Name and Address):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bid**

Bid Due Date: \_\_\_\_\_

Project (Brief Description Including Location):

\_\_\_\_\_  
\_\_\_\_\_

**Bond**

Bond Number: \_\_\_\_\_

Date (Not later than Bid due date): \_\_\_\_\_

Penal Sum: \_\_\_\_\_

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
(Seal)

Bidder's Name and Corporate Seal

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature and Title

By: \_\_\_\_\_

Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_

Signature and Title

Attest: \_\_\_\_\_

Signature and Title

---

Note: (1) Above addresses are to be used for giving required notice.  
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

3.2 All Bids are rejected by OWNER, or

3.3 OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case

later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provisions of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

**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](mailto: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](http://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.**

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FEDERAL AID PROJECT

**DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION GOALS**

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
DISADVANTAGED BUSINESS ENTERPRISE  
UTILIZATION REQUIREMENTS**

The Department has established the following Disadvantaged Business Enterprise (DBE) utilization goals for this contract. The goal is expressed as a percentage of the total bid price.

**Disadvantaged Business Enterprise Utilization Goal 6%**

Information related to the current certification status of Disadvantaged Business Enterprises, can be obtained by contacting the:

NYS Department of Transportation  
Office of Civil Rights  
50 Wolf Road  
POD 6-2  
Albany, NY 12232  
(518) 457-1128 or 457-1129

**Disadvantaged Business Enterprise Officer**

The bidder shall designate and enter below the name of a Disadvantaged Business Enterprise Officer who will have the responsibility for and must be capable of effectively administering and promoting an active Disadvantaged Business Enterprise Program and who must be assigned adequate authority and responsibility to do so.

Bidder Designated DBE Officer \_\_\_\_\_  
(Name, Title)

Telephone Number \_\_\_\_\_

**RETURN THIS PAGE WITH BID**

1 OF 1

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### Federal DBE Commitment and GFE Bid Requirements

Letting Date:

Proposer Name

Address:

PIN   
 Contract #   
 DBE Goal  % as Stated in the Advertisement

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

Identified below are the commitment(s) to certified\* DBE's for this contract:

<u>DBE Name:</u>	<u>Work Category*</u>	<u>Description of Work</u>	<u>DBE Credit % (A)</u>	<u>Commitment (B)</u>	<u>DBE Credit (AxB)</u>
Example Company: Drainage R Us Address: 2543 Lexington Street, Troy, NY 12180	Construction	Closed Drainage Installation	100	\$1,120,000	\$1,120,000
Address: <input type="text"/>					
Address: <input type="text"/>					
Address: <input type="text"/>					
Address: <input type="text"/>					
Address: <input type="text"/>					
Address: <input type="text"/>					

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

You are required to have firm commitments at the time of Letting. Within 5 calendar days of notification as apparent Low Bidder, you shall enter exactly (as shown) all of the DBE commitments identified here, into Equitable Business Opportunity Solution (EBO), NYSDOT's civil rights reporting software. No substitutions or reductions in commitments will be allowed without prior approval by the Sponsor, in accordance with NYSDOT Standard Specification §105-21.D.3.

*NOTE: Bids may be submitted below the DBE Goal. If you do not meet the DBE Goal and are identified as apparent Low Bidder, you will be required to submit a Good Faith Effort package to the Sponsor, within 5 calendar days of notification.*

<u>*Key:</u>	<u>Work Categories:</u>	<u>DBE Credit %</u>
	Construction	100
	Fabricator	100
	Manufacturer	100
	Material Supplier	60
	Professional Service	100
	Trucking Firm	100

Submitted By:

Enter Proposers Contact Information

Name:

Title:

Company Federal Tax ID XX-XXXXXXX

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# CONTRACT EXECUTION DOCUMENTS

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## NOTICE OF AWARD

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

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Project: Walking Safe - Cayuga Heights

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Owner: Village of Cayuga Heights

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Owner's Contract No.: PIN 3950.69

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Contract:

---

Engineer's Project No.: 190368.00

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Bidder:

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Bidder's Address: *[send Notice of Award Certified Mail, Return Receipt Requested]*

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You are notified that your Bid dated \_\_\_\_ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Walking Safe - Cayuga Heights

The Contract Price of your Contract is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

*[Insert appropriate data if unit prices are used. Change language for cost-plus contracts.]*

\_\_\_\_ copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

\_\_\_\_ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

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Owner  
By: \_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Title

Copy to Engineer

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**STATE OF NEW YORK  
CAYUGA HEIGHTS  
AGREEMENT**

Contract No.: PIN 3950.69

County: Tompkins

THIS AGREEMENT, entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by THE PEOPLE OF THE VILLAGE OF CAYUGA HEIGHTS, hereinafter referred to as "Village", acting by and through the Public Works Department, pursuant to the Highway Law, and  
[ ] an individual conducting business as  
[ ] a partnership, consisting of  
[ ] a corporation organized and existing under the laws of the State of \_\_\_\_\_  
the location of whose principal office is \_\_\_\_\_ hereinafter called the "Contractor".

WITNESSETH: That the Village and the Contractor for the consideration hereinafter named agree as follows:

**ARTICLE 1. WORK TO BE DONE.** The Contractor shall (a) furnish all the materials, appliances, tools and labor of every kind required, and construct and complete in the most substantial and skillful manner, the construction, improvement or reconstruction of the project on or before the completion date of the 25th day of October, 2024 as further described in Article 4, and as generally identified and shown on the contract plans entitled:

**PIN 3950.69 - WALKING SAFE- CAYUGA HEIGHTS PROJECT**

in accordance with the "Standard Specifications" of the New York State Department of Transportation, which contain the information for bidders; proposal form, contract agreement, and bonds; and payment Items; and (b) do everything required by the Contract and/or Contract Documents as defined herein.

The Contractor further agrees their bid proposal is not based upon the assumption that any specifications, traffic restrictions, scheduling or phasing/staging requirements will be waived; an extension of Contract Completion Date will be granted; a labor dispensation will be granted; substitution of non-approved products, alternatives or claimed functional equivalents for specified construction materials and methods will be allowed; or any Value Engineering Change Proposals will be approved.

**ARTICLE 2. DOCUMENTS FORMING THE CONTRACT.** The Contract (and Contract Documents) shall be deemed to include the advertisement for proposals; the contract proposal, including Special Notes and Special Specifications contained therein; the contractor's proposal; the Equal Employment Opportunity (EEO) participation goals; the Disadvantaged Business Enterprise (DBE) participation goals; the contract agreement; the base line data; the "Standard Specifications" including all addenda thereto identified in the contract proposal; the Standard Sheets; the plans; any amendments issued prior to the date of proposal submission, and all provisions required by law to be inserted in the contract whether actually inserted or not. Whenever separate publications are referenced in the Contract Documents it shall mean those, as amended, which are current on the date of advertisement for bids.

**ARTICLE 3. EXAMINATION OF DOCUMENTS AND SITE.** The Contractor agrees that before making its proposal it carefully examined the contract documents, together with the site of the proposed work, as well as its surrounding territory, and is informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract, including the existence of poles, wires, pipes and other facilities and structures of municipal and other public service corporations on, over or under the site, except

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latent conditions that meet the requirements of §104-03 *Differing Site Conditions*, and that its information was secured by personal and other investigation and research.

**ARTICLE 4. DATE OF COMPLETION.** The Contractor further agrees that it will begin the work herein embraced within ten days of the effective date hereof, unless the consent of the Village, in writing, is given to begin at a later date, and that it will prosecute the same so that it shall be entirely completed and performed on or before the completion date shown in Article 1.

No extension beyond the date of completion fixed by the terms of this contract shall be effective unless in writing signed by the Village. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the Village, which may include the assessment of liquidated damages and a charge for engineering and inspection expenses actually incurred upon the work, including engineering and inspection expenses incurred upon the work by railroad companies on contracts for grade crossing elimination. Notice of application for such extension shall be filed with the Village Engineer within which the highway under construction is located at least fifteen days prior to the date of completion fixed by the terms of this agreement.

**ARTICLE 5. ALTERATIONS AND OMISSIONS.** The said work shall be performed in accordance with the true intent and meaning of the contract documents without any further expense of any nature whatsoever to the Village other than the consideration named in this agreement.

The Village 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 with compensation made in accordance with the Standard Specifications, 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 the quantities of the work as done.

**ARTICLE 6. NO COLLUSION OR FRAUD.** The Contractor hereby agrees that the only person or persons interested as principal or principals in the bid or proposal submitted by the Contractor for this contract are named therein, and that no person other than those mentioned therein has any interest in the above mentioned proposal or in securing of the award, and that this contract has been secured without any connection with any person or persons other than those named, and that the proposal is in all respects fair and was prepared and the contract was secured without collusion or fraud and that neither any officer nor employee of the Village has or shall have a financial interest in the performance of the contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof. (See also §139-a and §139-b of the State Finance Law referred to in the Standard Specifications which are made a part of this contract.)

**ARTICLE 7. CONTRACT PAYMENTS.** As the work progresses in accordance with the contract and in a manner that is satisfactory to the Village, the Village hereby agrees to make payments to the Contractor therefore, based upon the proposal attached hereto and made a part hereof, as follows: The Village shall once in each month and on such days as it may fix, determine the quantity of work completed and of material which has actually been put in place in accordance with the terms and conditions of the contract, during the preceding month, and compute the value thereof and pay to the Contractor the monies due as provided in §38(7) of the Highway Law. No monthly payment shall be rendered unless the value of the work completed equals 5% of the contract amount or \$1,000, whichever is the lesser. Semimonthly payments may be rendered provided (a) the value of the work performed in two successive weeks is more than \$50,000 or (b) the Village Engineer deems it to be in the best interests of the Village to do so. No retainage will be withheld on this contract by the Owner and the Contractor shall not withhold retainage from any of their Subcontractors or Suppliers in accordance with EI 05-029.

**ARTICLE 8. NO PAYMENT DUE TO CONTRACTOR'S NON-COMPLIANCE.** It is further agreed that so long as any lawful or proper direction concerning the work or material given by the Village Engineer, or his/her representative, shall remain uncomplied with, the Contractor shall not be entitled to have said contract payment processed, nor shall any contract payment(s) be processed for work done or material furnished until such lawful or proper direction aforesaid has been fully and satisfactorily complied with.

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**ARTICLE 9. FINAL ACCEPTANCE OF WORK.** When in the opinion of the Village Engineer a Contractor has fully performed the work under the contract, the Village Engineer shall recommend to the Village the acceptance of the work so completed. If the Village accepts the recommendation of the Village Engineer, he/she shall thereupon by letter notify the Contractor, with copies to other interested parties, of such acceptance. Prior to the final acceptance of the work by the Village or his/her designee, the contract work may be inspected, accepted and approved by other agencies and/or municipalities who will have jurisdiction of the work after final acceptance.

Final acceptance shall be final and conclusive except for defects not readily ascertainable by the Village, actual or constructive, fraud, gross mistakes amounting to fraud or other errors which the Contractor knew or should have known about as well as the Village's rights under any warranty or guarantee. Final acceptance may be revoked by the Village at any time prior to the issuance of the final check by the Village upon the Village's discovery of such defects, mistakes, fraud or errors in the work.

**ARTICLE 10. FINAL PAYMENT.** After the final acceptance of the work, the Village's Engineer-In-Charge shall prepare a final agreement of the work performed and the materials placed and shall determine the value of such work and materials under and according to the terms of the contract. This final agreement shall be certified, as to its correctness, by the EIC. Upon approval of such final agreement by the Village Engineer, it shall be submitted to the Village for final approval. The right, however, is hereby reserved to the Village to reject the whole or any portion of the final agreement, should the said certificate of the EIC be found or known to be inconsistent with the terms of the agreement or otherwise improperly given. All certificates, upon which partial payments may have been made, shall be subject to correction in the final certificate or final agreement.

**ARTICLE 11. RIGHT TO SUSPEND WORK AND CANCEL CONTRACT.** It is further mutually agreed that if at any time during the prosecution of the work the Village Engineer shall determine that the work upon the contract is not being performed according to the contract or for the best interest of the Village, the execution of the work by the Contractor may be temporarily suspended by the Village Engineer, who may then proceed with the work under his/her own direction in such manner as will accord with the contract specifications and be for the best interests of the Village; or he/she may terminate the Contractor's employment under the contract while it is in progress, and thereupon proceed with the work, in affirmance of the contract, by contract negotiated or publicly let, by the use of his/her own forces, by calling upon the surety to complete the work in accordance with the plans and specifications or by a combination of any such methods; or he/she may cancel the contract and either readvertise or relet as provided in Section 38 of the Highway Law, or complete the work under its own direction in such a manner as will accord with the contract specifications and be for the interests of the Village; any excess in the cost of completing the contract beyond the price for which it was originally awarded shall be charged to and paid by the Contractor failing to perform the work or its surety; all in pursuance of the provisions of Section 40 of the Highway Law.

Whenever the Village determines to suspend or stop work under the contract, a written notice sent by mail to the Contractor at its address and to the sureties at their respective addresses, shall be sufficient notice of its action in the premises.

**ARTICLE 12. DETERMINATION AS TO VARIANCES.** In any case of any ambiguity in the plans, specifications or maps, or between any of them, the matter must be immediately submitted to the Village Engineer, who shall adjust the same, and his/her decision in relation thereto shall be final and conclusive upon the parties.

**ARTICLE 13. SUCCESSORS AND ASSIGNS.** This agreement shall bind the successors, assigns and representatives of the parties hereto.

**ARTICLE 14. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with §139-h of State

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Finance Law, the contractor hereby promises, asserts and represents that neither the contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1969, as amended, or the United States Export Administration Act of 1979, or the effective Regulations of the United States Department of Commerce promulgated under either act.

It is understood further that the Village in awarding a contract does so in material reliance upon the promise and representation made by the Contractor in the forgoing paragraph and that such contract shall be rendered forfeit and void by the Village if subsequent to the bid execution date, the Contractor or such owned or affiliated person, firm, partnership or corporation has been convicted of a violation of the aforesaid Acts or Regulations or has been found upon final determination of the United States Commerce Department or any other appropriate agency of the United States to have violated such Acts or Regulations.

The Contractor agrees to and shall notify the Village Engineer of any such conviction or final determination of violation within five (5) days thereof.

**ARTICLE 15. WRITTEN NOTICES.**

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
  - a. via certified or registered United States mail, return receipt requested;
  - b. by facsimile transmission;
  - c. by personal delivery;
  - d. by expedited delivery service; or
  - e. by e-mail.

Such notices shall be addressed to the individuals or titles named in the contract documents, or which are designated by the Contractor or the Village at the pre-construction meeting, or which are designated by the Village or the Contractor from time to time during the course of the Contract pursuant to Paragraph 3 herein.

2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

**ARTICLE 16. CONTRACT PAYMENTS.** The Contractor shall provide complete and accurate information and supporting documentation required by the Contract, the Agency and the Office of the State Comptroller (OSC). Payment will only be rendered electronically, unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment will be made in accordance with ordinary State procedures and practices from the Statewide Financial System (SFS). The Contractor shall comply with OSC procedures to authorize electronic payments. Authorization forms are available at OSC's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at 855-233-8363. A Contractor that has not previously performed work for New York State will be provided a SFS Vendor ID. After obtaining a SFS Vendor ID, the Contractor shall contact the OSC Vendor Management Unit at [www.osc.state.ny.us/vendor\\_management/index.htm](http://www.osc.state.ny.us/vendor_management/index.htm) to set up an eSupplier account, in order to track and manage payments. The Contractor will not receive payment under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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**ARTICLE 17. SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT).** During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (herein after referred to as the “Contractor”) agree 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 49 Code of Federal Regulations, Part 21, 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, color, national origin, sex, age, and disability/handicap, or income status 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 21.5, including employment practices when the contract covers a program set forth in 49 CFR 21 Appendix B.

(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 49 CFR 21 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, or the 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, the Village 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 subcontract or procurement as the Village, NYSDOT or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation by 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.

**ARTICLE 18. CONFLICTS OF INTEREST.** Included in paragraph 6 of the JURAT submitted with the bid, the Contractor has provided a Bidder Assurance of No Conflict of Interest or Detrimental Effect, signed by an authorized executive or legal representative attesting that the Contractor's performance of the services does not and will not create a conflict of interest with, nor position the Contractor to breach any other contract currently in force with the State of New York, that the Contractor will not act in any manner that is detrimental to any State or Village project on which the Contractor is rendering services.



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The Contractor hereby reaffirms the attestations made in its proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. The Contractor shall have a duty to notify the Village immediately of any actual or potential conflicts of interest.

In conjunction with any subcontract under this Agreement, the Contractor shall obtain and deliver to the Village, prior to entering into a subcontract, a Vendor Assurance of No Conflict of Interest or Detrimental Effect form, signed by an authorized executive or legal representative of the subcontractor. The Contractor shall also require in any subcontracting agreement that the subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to the Village a signed and completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form for each of its subcontractors prior to entering into a subcontract.

The Village and the Contractor recognize that conflicts may occur in the future because the Contractor may have existing, or establish new, relationships. The Village will review the nature of any relationships and reserves the right to terminate this Agreement for any reason, or for cause, if, in the judgment of the Village, a real or potential conflict of interest cannot be cured.

**ARTICLE 19. ETHICS REQUIREMENTS.** The Contractor and its Subcontractors shall not engage any person who is, or has been at any time, in the employ of the State or Village to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the "Ethics Requirements"). The Contractor certifies that all of its employees and those of its Subcontractors who are former employees of the State or Village and who are assigned to perform services under this Contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Contractor or its Subcontractors and who is disqualified from providing services under this Contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its Subcontractors derived from this Contract. The Contractor shall identify and provide the Village with notice of those employees of the Contractor and its Subcontractors who are former employees of the Village that will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable laws and prohibitions. The Village may request that the Contractor provide it with whatever information the Village deems appropriate about each such person's engagement, work cooperatively with the Village to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The Village shall have the right to withdraw or withhold approval of any Subcontractor if utilizing such Subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The Village shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

Establish a practice of obtaining a list of all staff proposed by vendors and reviewing it to identify any former Village employees. If a former Village employee is identified, review his/her employment history to ensure it is appropriate and allowable under the Public Officers Law.

- A. Disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Respondent or former officers and employees of the Agencies and their Affiliates, in connection with your rendering services enumerated in this solicitation. If a conflict does or might exist, please describe how your firm would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the Agencies of, and resolve any such conflicts.
- B. The Bidder shall disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Public Integrity or its predecessor State entities (collectively, "Commission"), and if so, a

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brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved.

**ARTICLE 20 LICENSING.** Any professional services regulated by Articles 145, 147, and 148 of the New York State Education Law to be performed under this Contract shall be performed by a professional licensed in accordance with such articles.

**ARTICLE 21 D/M/WBE GOALS.** D/M/WBE is a general term that refers to a Disadvantaged Business Enterprise (DBE), a Minority Business Enterprise (MBE), or a Women's Business Enterprise (WBE). The DBE Program applies to Federal-Aid contracts, and the MBE/WBE (M/WBE) Program applies to NonFederal-Aid contracts. The D/M/WBE goal for this Contract is shown in the Contract Proposal. The Contractor must make a good faith effort to meet this goal. See §102-12 D/M/WBE Participation for more information on the D/M/WBE program.

**ARTICLE 22 INDEMNIFICATION.** The Contractor shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of the Contractor in connection with its services under the Contract Documents. To the fullest extent permitted by law: (a) the Contractor shall indemnify, hold harmless, and release the Village and/or the State of New York, any municipality in which the Work is being performed; and/or any public benefit corporation, railroad or public utility whose property or facilities are affected by the Work from suits, claims, actions, damages, and costs of every name and description resulting from the Work under this Contract and until the Final Acceptance thereof; (b) with respect to personal injury or property damage occurring after Final Acceptance and not covered by the indemnity in clause Article 22 (a), the Contractor shall indemnify, hold harmless, and release the Village and/or the State of New York, any municipality in which the Work is being performed; and/or any public benefit corporation, railroad or public utility from suits, claims, actions, damages, and costs of every name and description resulting from negligent or otherwise tortious acts, errors or omissions of the Contractor in connection with its services under the Contract Documents; and (c) the Contractor shall indemnify, hold harmless, and release the Village's Inspector from suits, claims, actions, damages, and costs involving personal injury and property damage resulting from the Contractor's Work under the Contract during its prosecution and until the Final Acceptance thereof. The Department may retain such monies from the amount due the Contractor as may be necessary to satisfy any claim for damages recovered against the Village. any municipality in which the Work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the Work, or the Village's Inspectors. The Contractor's obligation under this paragraph shall not be deemed waived by the failure of the Department to retain the whole or any part of such monies due the Contractor, or where such suit, action, damages, and/or costs have not been resolved or determined prior to release of any monies to the Contractor under the Contract. Such obligation shall not be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages imposed by law upon the Contractor, Subcontractors, the Village, the State, any municipality in which the Work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the Work, or any Village consultants or Contractors working relative to the Project.

The Contractor has the obligation, at its own expense, for the defense of any action or proceeding which may be brought against the parties specified in this Article. This obligation shall include the cost of attorney fees, disbursements, costs, and other expenses incurred in connection with such action or proceeding. The provisions of this Article shall survive the expiration or termination of the Contract.

Without limiting the generality of the foregoing, Contractor's obligation to indemnify, save harmless and release the Persons identified in this article specifically includes any suits, claims, actions, damages, and costs of every name and description resulting from any spill or release or threatened spill or release of a Hazardous Material (i) attributable to the negligence, willful misconduct or breach of contract by Contractor, its Subcontractors or agents, or (ii) which was brought onto the Site by Contractor or any of its Subcontractors or agents.

Notwithstanding the foregoing, the Village reserves the right to join such action, at its sole expense, when it determines there is an issue involving a significant public interest.

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Such obligation does not extend to those suits, actions, damages, and costs of every name which arise out of the sole negligence of the Village, the State of New York, any municipality in which the Work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the Work of the Project, or any Village consultants or Contractors working relative to the Project, their agents, or their employees.

**ARTICLE 23 LIQUIDATED DAMAGES.** Time is an essential element of the Contract, and it is important that the Work be pursued vigorously to completion. The public is subject to detriment and inconvenience when full use of infrastructure cannot be made because of an incomplete Project. The Contractor agrees to the liquidated damages provisions as described in §108-03B.

**ARTICLE 24 INDEPENDENT CONTRACTOR.** The Contractor agrees to the terms as an Independent Contractor described in §107-01B.

**ARTICLE 25 NO CONFLICT OF INTEREST.** The Contractor hereby agrees that this Contract has been secured without any apparent or real conflict of interest that would (1) compromise the integrity and fairness of the procurement process; (2) create circumstances where the Contractor obtained or appeared to obtain an unfair competitive advantage through circumstances described in 23 CFR 1.33 and 23 CFR 636.116; or (3) compromise the interests of the Village and the People of the State of New York.

The Contractor further agrees that the Contract was secured without collusion or fraud and that neither any officer nor employee of the Village has or shall have a financial interest in the performance of the Contract or in the supplies, Work or business to which it relates, or in any portion of the profits thereof. (See also §139-a and §139-b of the State Finance Law.)

**ARTICLE 26 FEDERAL REQUIREMENTS.** For Federal-aid contracts, refer to the Contract Proposal for the required federal requirements (including FHWA Form 1273; Federal Prevailing Wage Rates; Goals for Equal Employment Opportunity (EEO) Participation; and Goals for Disadvantaged Business Enterprise (DBE) Participation).

**ARTICLE 27 VENDOR RESPONSIBILITY.**

1. The Contractor shall at all times during the contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Transportation 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.
2. In addition to any and all other suspension rights provided elsewhere in this Contract, the Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.
3. In addition to any and all other termination rights provided elsewhere in this Contract, upon written notice to the Contractor and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

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**IN WITNESS WHEREOF**, this agreement has been executed by the Village, acting by and through the Village Engineer, and the Contractor or its appointed representative, who has executed this agreement on the day and year first written above.

[Contractor Firm Name]

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Signature

**Agency Certification**

CAYUGA HEIGHTS has undertaken an affirmative review of the proposed Contractor's responsibility in accordance with the standards outlined in the Office of the State Comptroller's Guide to Financial Operations, Chapter XI.16, and based upon such review, has reasonable assurance that the proposed Contractor is responsible.

All information provided with respect to the requirements contained in state Finance Laws 139J and 139K is complete, true and accurate. All requirements for state Finance Laws 139J and 139K have been met and the appropriate documentation is attached.

“In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.”

Village Superintendent:

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

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

**THIS CONTRACT IS NOT TO BE EXECUTED OR BECOME EFFECTIVE UNTIL IT SHALL FIRST BE APPROVED BY THE VILLAGE SUPERINTENDENT AND FILED IN HIS/HER OFFICE.**

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**(Acknowledgment of individual contractor)**

STATE OF NEW YORK ss. :

COUNTY OF \_\_\_\_\_

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/she executed the same.

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

**(Acknowledgment of co-partnership contractor)**

STATE OF NEW YORK ss. :

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be the person who executed the foregoing 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 and that he/she had authority to sign same, and he/she did duly acknowledge to me that he/she executed the same as the act and deed of said firm for the uses and purposes mentioned therein.

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

**(Acknowledgment of contractor, if a corporation)**

STATE OF NEW YORK ss. :

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, before me personally came \_\_\_\_\_ to me known, and known to me to be the person who being duly sworn, did depose and say that he/she resides in \_\_\_\_\_ that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

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

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## **IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), §165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL §165-a(3)(b), the initial list is expected to be issued to later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Transportation (NYSDOT) may approve a request for Assignment of Contract.

During the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification, NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited list after contract award.

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## **APPENDIX 2-S IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), §165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL §165-a(3)(b), the initial list is expected to be issued to later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification, NSYDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited list after contract award.



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## PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

### CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

### BOND

Bond Number:

Date (*Not earlier than Contract Date*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 1.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 1.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
  - 1.3 Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract; or
    2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly, and at Surety's expense, take one of the following actions:
  - 4.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
  - 6.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
  - 6.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
  - 12.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
  - 12.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*)  
Surety Agency or Broker:  
Owner's Representative (*Engineer or other party*):

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## PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

### CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

### BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

- 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due

4. Surety shall have no obligation to Claimants under this Bond until:

- 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- 4.2 Claimants who do not have a direct contract with Contractor:
  1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
  2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
  3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

- 6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 6.2 Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner

accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (Name, Address, and Telephone)  
Surety Agency or Broker:  
Owner's Representative (Engineer or other):

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**NOTICE TO PROCEED**

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

---

Project: WALKING SAFE - CAYUGA HEIGHTS

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Owner: CAYUGA HEIGHTS

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Owner's Contract No.: PIN 3950.69

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Contract:

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Engineer's Project No.: 190368.00

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Bidder:

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Bidder's Address: *[send Notice of Award Certified Mail, Return Receipt Requested]*

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You are notified that the Contract Times under the above Contract will commence to run on \_\_\_\_\_. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 2 of the Agreement, the date of Substantial Completion is 120 days from mobilization or August 30, 2024, and the date of readiness for final payment is 160 days from mobilization or October 25, 2024.

Before you may start any Work at the Site, you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

\_\_\_\_\_ *[add other requirements]*.

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Owner

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Given by:

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Authorized Signature

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Title

---

Date

Copy to Engineer

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## **CONTRACT CONDITIONS**

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**ALTERNATIVE CONR 9 (11/11)**

**SUPPLEMENTAL INFORMATION AVAILABLE TO BIDDERS**

See the Special Note in this proposal titled "Supplemental Information Availability", for additional information. The bidder's signature on this proposal certifies that they have made themselves aware of the availability, for their inspection and review prior to the letting date, of the information indicated below:

INFORMATION	Hard Copy Only	Digital	Not Available
1. Asbestos Information			
a. Asbestos Blanket Variances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Asbestos Report	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. CADD Information			
a. MicroStation DGN	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. InRoads DTM and XML format	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. InRoads ALG and XML format	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Cross Sections in ADOBE PDF format	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Quantity Information			
a. Quantity Work-ups – All	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Quantity Work-ups – Partial (specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Record Plans	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Rock Cores (available for inspection only)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Sign Face Layouts in ADOBE PDF format	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Stormwater Pollution Prevention Plan (SWPPP)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Subsurface Information			
a. Subsurface Exploration Logs	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Undisturbed Sample Logs	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Laboratory Test Data from Soil Samples	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Tabulated Results of Probing	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Tabulated Depth to Bedrock	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Rock Core Evaluation Logs	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Compression Test Data from Rock Samples	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Rock Outcrop Maps	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. Granular Materials Resource Survey Reports	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. Terrain Reconnaissance Reports	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Subsurface Information - Other Information			
a. Subsurface information from outside sources	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Source Information - Granular Material and aggregates	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Special Subsurface Reports	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Anticipated Construction Schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Special Reports or Other Information:			
a. Design Approval Document	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Wetland Compensation Report	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Survey Control Report	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Hazardous Materials Report	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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## SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

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

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

**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:

<b>GOALS FOR PARTICIPATION OF MINORITIES</b>					
<b>COUNTY</b>	<b>%</b>	<b>COUNTY</b>	<b>%</b>	<b>COUNTY</b>	<b>%</b>
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)

<b>GOALS FOR PARTICIPATION OF MINORITIES BRONX, KINGS, NEW YORK, QUEENS, AND RICHMOND COUNTIES</b>			
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 3 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:**

a. The requirements of 49 CFR Part 26 and the State 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. All laborers and mechanics employed or working upon the site of the work, 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 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.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). 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 classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall 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. (1) The contracting officer shall 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 shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore 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 utilized in the area by the construction industry; and 5

(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) 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 shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. 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.

(3) 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 shall 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall 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.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. 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, 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.

## **2. Withholding (29 CFR 5.5)**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay

any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, 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.

**3. Payrolls and basic records (29 CFR 5.5)**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the

information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or 6 subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed 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;

(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 of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) 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. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees (29 CFR 5.5)**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship

program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work

performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the 7 corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. 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 journeymen 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 shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 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 (29 CFR 5.5)**

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) 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 section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**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 watchmen 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. 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 watchmen 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. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) 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.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

**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 200.326.

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 200.326.

**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 10 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 11 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.

\* \* \* \* \*

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

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

(a) 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;

(b) 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

(c) 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)

2. 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 12 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

**NYS STANDARD SPECIFICATIONS - SECTION 106-11 BUY AMERICA**

The following revision to NYS Standards Specifications Section 106-11 Buy America will supersede Section 106-11 Buy America within the NYS Standards Specifications dated September 1, 2022. The inclusion of this revision will be incorporated into Contract Proposals until the NYS Standards Specifications are amended effective May 1, 2023.

**106-11 BUY AMERICA.**

In accordance with 23 USC 313, 23 CFR 635.410, the Build America Buy America (BABA) Act in Title IX of the Bipartisan Infrastructure Law's (BIL), and Section 146 of the State Finance Law, permanently incorporated predominantly steel and/or iron materials/products, manufactured products, and construction materials shall be domestically produced.

**A. Control of Materials.**

To qualify as domestic, all manufacturing processes, including melting, manufacturing, fabricating, grinding, drilling, welding, finishing, and coating of any product containing steel and/or iron materials, must have been performed in the United States. A domestic product is a manufactured steel and/or iron material/product and/or construction material that was produced in one of the 50 States, the District of Columbia, or in the territories and possessions of the United States. Raw materials used in the steel and/or iron materials may be imported. Raw materials are materials such as raw iron ore and waste products which are used in the manufacturing process to produce the steel and/or iron material/product. The FHWA has granted a nationwide waiver for pig iron and processed, pelletized and reduced iron ore. Waste products include scrap (i.e., steel no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, steel trimmings from mills or product manufacturing). Extracting, crushing, and handling the raw materials which are customary to prepare them for transporting are exempt from Buy America. The use of foreign source steel billets or iron ingots are not acceptable under Buy America. All items, regardless of origin, shall comply with their individual specification requirements and with the requirements stated elsewhere in this subsection. The Contractor shall ensure the domestic steel and/or iron materials are supplied in conformance with the above referenced laws.

The Buy America provisions only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies brought to the construction site and removed at or before the completion of the infrastructure project, such as temporary scaffolding. In addition, it does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure.

**1. Federal-Aid Contracts.**

For Federal-Aid contracts, all iron and steel, manufactured products, and construction materials shall be produced/manufactured in the United States as follows:

- a. All iron and steel used in the project shall be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. All manufactured products used in the project shall be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of

the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.

- c. All construction materials shall be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

Construction materials includes an article, material, or supply that is or consists primarily of:

- Non-ferrous metals,
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables),
- Glass (including optic glass),
- Lumber, or
- Drywall.

Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than construction materials.

Construction materials do not include an item of primary iron or steel; a manufactured product; cement or cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

An article, material, or supply should be classified into only one of the following categories: (1) iron or steel; (2) a manufactured product; or (3) a construction material. An article, material, or supply should not be considered to fall into multiple categories.

For Federal-Aid Contracts, the Contractor may permanently incorporate in the construction of this contract a minimal amount of foreign steel and/or iron materials, if the combined cost of such materials does not exceed one-tenth of one percent (0.1 %) of the total contract cost or \$2,500, whichever is greater. The combined cost of foreign steel and/or iron materials will be the value of the materials as they are delivered to the contract, documented by invoice or bill of sale to the Contractor.

## **2. Non-Federal-Aid Contracts.**

For Non-Federal-Aid contracts, the Contractor shall provide structural steel, structural iron, reinforcing steel and/or other major steel items to be permanently incorporated in the work produced or made in whole or substantial part in the United States, its territories, or possessions. In the case of a structural iron or structural steel product, all manufacturing must take place in the United States, its territories, or possessions, from the initial melting stage through the application of coatings, except metallurgical processes involving the refinement of steel additives.

## **B. Waivers.**

### **1. Federal-Aid Contracts.**

The Contractor may request a waiver if it can be demonstrated that:

- a. the use of domestic steel and/or iron materials would be inconsistent with the public interest (a “public interest waiver”);



- b. types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality (a “nonavailability waiver”); or
- c. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an “unreasonable cost waiver”).

The Contractor shall submit a waiver request to the Engineer which includes a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States and including copies of all documentation verifying the unavailability of the material or product.

The Department will submit approved waiver requests to the FHWA for review. The Contractor shall investigate and respond to any public comments made to the FHWA Office of Program Administration, indicating that a domestic supplier can provide the material for which a waiver has been requested. Final approval of the Buy America Waiver request will be made by the Administrator, Federal Highway Administration. The waiver will be effective when it is posted in the Federal Register.

## **2. Non-Federal-Aid Contracts.**

The Contractor may request a waiver if it can be demonstrated that the use of domestic steel and/or iron materials would not be in the public interest, would result in unreasonable costs, or that such iron or steel, including without limitation structural iron and structural steel, cannot be produced, or made in the United States in sufficient and reasonably available quantities and of satisfactory quality.

The Contractor shall submit a waiver request to the Engineer which includes copies of all documentation verifying the unavailability of the material or product, and/or justification.

Waiver requests will be reviewed by the affected Department program areas and approved by the Deputy Chief Engineer, Construction (DCEC).

## **C. Certifications.**

A Manufacturer’s Certification is required to certify that the material / product is of domestic origin. Acceptable statements are: “Conforms (or Does not conform) to the requirements of NYSDOT Standard Specifications §106-11 *Buy America*” (acceptable for steel/iron, manufactured products, and construction materials) or “Conforms (or Does not conform) to the requirements of 23 CFR 635.410 *Buy America Requirements*” (acceptable for steel/iron and manufactured products only) or “Conforms (or Does not conform) to the requirements of the Build America, Buy America Act” (acceptable for construction materials only). Certifications shall comply with §106-04 *Material Acceptance Records*.

## NYS STANDARD SPECIFICATIONS - SECTION 106-04A.4 STATEMENT OF CONFORMANCE

The following revision to NYS Standards Specifications Section 106-04A.4 *Statement of Conformance* will supersede Section 106-04A.4 *Statement of Conformance* within the NYS Standards Specifications dated September 1, 2022. The inclusion of this revision will be incorporated into Contract Proposals until the NYS Standards Specifications are amended effective May 1, 2023.

**4. *Statement of Conformance.*** The certification shall definitively state that the material contained in the shipment meets the requirements of a specific Department specification or a specific specification or standard of another agency (i.e., ASTM, AASHTO, AWWA, etc.).

If the material in the shipment contains steel and/or iron, manufactured products, or construction materials, the certification shall definitively state that the material is or is not of domestic origin. Acceptable statement is: "Conforms (or Does not conform) to the requirements of 23 CFR 635.410 Buy America Requirements" (acceptable for steel/iron, manufactured products, and construction materials), "conforms (or Does not conform) to the requirements of 23 CFR 635.410 Buy America Requirements (acceptable for steel/iron and manufactured products only) or "conforms (or Does not conform) to the requirements of the Build America, Buy America Act" (acceptable for construction materials only)".

If the product supplied has been altered subsequent to the certification by the manufacturer, the Material Certification shall definitively state that the material or product contained in the shipment meets the requirements of an identified contract specification.

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## NEW YORK STATE UNIFORM CONTRACTING QUESTIONNAIRE (CCA-2)

In accordance with §103-01 of the NYSDOT Standard Specifications, the Sponsor requires that a review of a firm's responsibility be performed prior to the award of a contract or approval of a subcontract. A New York State Uniform Contracting Questionnaire (CCA-2) is the primary tool used to perform this review. A completed CCA-2 must be on file with NYSDOT to be considered for the award of a contract or for the approval of a subcontract. An approved CCA-2 covers Sponsor work for 12 months from date of receipt.

Any low bidder who does not have a completed CCA-2 on file within ten days of receipt of a contract for execution may be subject to the forfeiture of the amount of the bid deposit pursuant to §103-02 of the Standard Specifications.

There are three CCA-2 options available on the NYSDOT website <https://www.dot.ny.gov/bids-and-lettings/construction-contractors/general-info> online filing (VendRep), a Rich Text fillable form, and an Adobe Acrobat fillable form. No previous versions of the form will be accepted.

If the firm chooses to file online at [http://osc.state.ny.us/vendrep/forms\\_vendor.htm#Construction](http://osc.state.ny.us/vendrep/forms_vendor.htm#Construction) (site of the Office of the New York State Comptroller's VendRep repository), please note that the online VendRep System is only a repository of information with the Office of the State Comptroller (OSC). Although there is a certification completed in VendRep, it is only an electronic signature. This certification does NOT mean the CCA-2 has been reviewed and approved by any Agency. The firm must notify [vendorresponsibility@dot.ny.gov](mailto:vendorresponsibility@dot.ny.gov) by sending an e-mail stating that the online filing has been completed. This notification will initiate a review process. The firm cannot begin work for the Sponsor until a responsibility determination has been made by NYSDOT's Contract Management Bureau.

If choosing one of the other options, a firm must print out and MAIL its original, notarized CCA-2 to NYSDOT's Contract Management Bureau. Whichever format is used, all Attachments must be completed. A firm may use its own spreadsheets but must provide all of the information requested. Either of the following may be substituted for an Attachment C: the firm's corporate balance sheet (including any Accountant's Notes or Reports referenced), or a copy of the Schedule L filed with its IRS Form 1120. Once all of the completed paperwork has been received, the approval process will begin. All responsibility checks must be completed by NYSDOT before a firm is approved to begin work.

Questions regarding the CCA-2 may be directed to the Contract Management Bureau, Vendor Responsibility Unit at (518) 457-1564.

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# TECHNICAL REQUIREMENTS

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## **SPECIAL NOTES**

### **SUMMARY OF WORK**

This contract is for the Walking Safe – Cayuga Heights in the Village of Cayuga Heights, Tompkins County, New York.

The work within the scope of the contract includes, but is not limited to the following:

- Installation of approximately 2,000 feet of sidewalk including ADA curb ramps
- Drainage upgrades and replacements including pipes, structures, and manholes
- Installation of new concrete curb
- Signage and striping upgrades to accommodate new pedestrian facilities
- Fence installation

This work shall be done in accordance with these Contract Documents, Special Notes, and/or as directed by the Owner's Representative.

### **SPECIFICATIONS**

The specifications to be used on this contract are The New York State Department of Transportation (NYSDOT) electronic Standard Specifications (U.S. Customary Units) as maintained on the website (<https://www.dot.ny.gov/main/business-center/engineering/specifications/busi-e-standards-usc>) and all addenda in effect on the date of letting for bids, along with current additions or modifications.

The following substitutions shall be made:

- For Regional Director read Cayuga Heights Superintendent/Engineer
- For State read Cayuga Heights
- For D.C.E.S. read Cayuga Heights Superintendent or Engineer

The following references shall be used as design standards:

- NYSDOT: Highway Design Manual, Chapter 18, Pedestrian Facility Design
- NYSDOT: Highway Design Manual, Chapter 8, Highway Drainage
- FHWA: Manual on Uniform Traffic Control Devices (MUTCD)
- NYSDOT: New York State Supplement to the Manual on Uniform Traffic Control Devices, 2011

All references to codes, specifications and standards referred to in the specification sections and on the drawings shall mean, and are intended to be, the latest edition, amendment and/or revision of such reference standard in effect as of the date of these Contract Documents.

### **FEDERAL AID CONTRACT REQUIREMENTS**

This is a federally aided contract subject to the approval of the New York State Department of Transportation (NYSDOT).

The low bidder will be required to complete a New York State Uniform Contracting Questionnaire. The questionnaire must be reviewed and approved by NYSDOT before the sponsor may award the contract.

Whenever local contract requirements differ from Federal requirements, the Federal requirements will prevail.



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## SPECIAL PROVISIONS

The Owner's Representative will be designated at the Pre-construction Meeting.

The Contractor will be responsible for coordinating with all utilities. Any utility relocations shall be performed by the respective utility company.

The Contractor shall visit the site prior to preparing his bid proposal to familiarize himself with the conditions that exist.

The Engineer shall be responsible for providing a certified testing laboratory for concrete and soils testing.

## CONTRACT COMPLETION DATE

Construction may commence at the project site as soon as Notice to Proceed is received and has a Contract Substantial Completion Date of August 30, 2024.

Substantial completion shall be defined as when all major work is complete, the sidewalk is open to pedestrian traffic, and the road is open to vehicular traffic in its original lane arrangements and as approved by the Engineer. The contractor shall schedule his own work and the work of his subcontractors, fabricators, suppliers and other workers such that the substantial completion date can be met. This includes providing required shop drawings to the Engineer well in advance of the time required for fabrication of materials. Liquidated damages for delays in work, beyond the scheduled completion date state above, shall be in accordance with Section 108 of the New York State Standard Specifications (See the Standard Specifications Updates Section of this Proposal).

The contractor shall direct his attention to the Contract Final Completion date of October 25, 2024, by which the remainder of the outstanding work shall be completed. Again, the contractor shall schedule his own work and the work of his subcontractors, fabricators, suppliers and other workers such that the final completion date can be met. Liquidated damages for delays in work, beyond the scheduled completion date stated above, shall be in accordance with Section 108 of the New York Standard Specifications.

## INSURANCE

Insurance shall follow the New York State Requirements for Insurance per section 107-06 of the Standard Specifications. The Contractor shall provide insurance coverage including the project and for a distance of 500 ft. beyond the actual construction designated "Contract Begins" and/or "Contract Ends" and 500 ft. beyond the "Limit of Work" of all intersecting highways. "NYSDOT and its employees", Fisher Associates, the Village of Cayuga Heights, and all subcontractors shall be covered as additional insureds on insurance policies, as per the liability/excess insurance and additional insureds requirements laid out in section 107-06.

## OVERTIME

The Contractor shall submit an Overtime Dispensation Form to request overtime for workers.

## SUBLETTING OR ASSIGNING THE CONTRACT

The Contractor shall perform with his own organization contract work amounting to not less than 30 percent of the original total contract price. His own organization shall be construed to include only workers employed and paid directly by the Contractor and equipment owned or rented by him, with or without operators.

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## **SUBCONTRACTORS, SUPPLIERS AND MATERIALS SOURCES**

The Contractor shall submit to the Engineer for approval at the preconstruction meeting all subcontractors, suppliers and material sources anticipated to be used on the project.

### **PRECONSTRUCTION CONFERENCE**

A preconstruction conference shall be held after execution of the agreement. In attendance shall be representatives of the Owner and Contractor. The purpose is to review the terms and provisions of the Contract Documents, including procedural responsibilities of each party as well as project review and scheduling.

The Contractor should be represented at the preconstruction conference by those staff to be in responsible charge of the work, including the site superintendent.

### **PROGRESS SCHEDULE**

The Contractor shall prepare and submit for review an initial progress schedule as required by NYSDOT Standard Specification Section 108-01.A. The initial progress schedule shall be submitted at the Pre-Construction Meeting. Progress schedule updates as required by NYSDOT Standard Specification Section 108-01.B shall be submitted on a monthly basis.

The Owner's Representative shall conduct a monthly review of the updated schedule. The review shall occur after receipt of the Contractor's updated schedule and shall serve as the forum to discuss slippages, remedies, revisions and other relevant issues. The Contractor's appropriate field personnel shall attend these working review sessions.

The Contractor shall coordinate and monitor all construction activities including those of the subcontractors, vendors and suppliers. The Contractor shall employ and supply a sufficient force of workers, materials and equipment and shall progress the work with such diligence so as to maintain the rate of progress indicated on the approved schedule to prevent work stoppage and ensure completion of the project within the contract time. Any additional or unanticipated cost or expense required to maintain and update the construction schedule shall be solely the Contractor's obligation and included in the bid price for the various items in the contract.

In the event a notice is received of change to the contract which is likely to cause or is causing delays, the Contractor shall notify the Engineer in writing within 10 calendar days of the effect if any of such a change or extra work or suspension or other conditions upon the project construction schedule and shall state in what respects if any the schedule should be revised and the reasons therefore. The reasons for these revisions must be succinct, comprehensive and factual to merit consideration.

If the Contractor fails to comply with the provisions of this special note, the Engineer may withhold approval of all progress payment estimates.

### **AVAILABILITY OF RIGHTS-OF-WAY**

The Contractor is hereby advised that all work shall be conducted within existing public rights-of-way or within temporary or permanent easements obtained for this project by the Village, and all bids should be submitted on this basis.

Previously signed contracts or agreements made between the Village and the pertinent landowners must be honored by the Contractor. A list of pertinent signed agreements will be furnished to the Contractor.

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Any deviations from the above stated Contracts of Agreements after the contract is awarded must be first stipulated in writing and signed by all interested parties.

### **COORDINATION WITH UTILITIES**

All known public and private utility installations within the Contract limits and their disposition are shown in approximate locations on the Contract plans.

The Contractor is, however, cautioned that these locations are not guaranteed, nor is there any guarantee that all such facilities within the Contract limits have been shown on the plans. In this regard the Contractor's attention is called to Subsections 102-02 and 105-04 of the Standard Specifications.

Utilities encountered during the work shall be maintained and protected in the existing locations until otherwise provided for. If services or utility lines not shown on the plans are encountered, excavation and grading shall be done with caution in order that these services not be disturbed until proper disposition of such is made by their owners. Damage by the Contractor to privately owned utilities shall be in all cases the responsibility of the Contractor. Every reasonable attempt will be made by the agents of the Village not to inconvenience or additionally cost the Contractor due to such positioning relating to the time and/or place; however, no extra compensation will be made to the Contractor by the Village for extra work or loss of time due to such utilities or the removal or relocation of such utilities.

NYSEG Ithaca Electric

Ted Hansen

[TJHansen@nyseg.com](mailto:TJHansen@nyseg.com) 585-484-3224

The Contractor shall notify the Engineer, in writing, at least fourteen (14) days in advance of any work which may affect any utility or cause an interruption or disruption of utility service.

The Contractor shall notify the utility agencies for any necessary temporary relocation, de-energizing of their facilities as required to perform construction activities, one month prior to the required action.

### **COORDINATION WITH SCHOOL DISTRICT**

If school is in session, the contractor shall notify the Ithaca City School District of any traffic closures, one month prior to the closure at 607-274-2101.

### **NOTIFICATION OF EMERGENCY SERVICES**

Local fire and police authorities shall be notified by the Contractor in advance of the beginning of the progress of the work in order to coordinate and maintain sufficient fire and police protection.

The Contractor is required to make personal contact with appropriate ambulance companies in respect to the effect of road closing on their operations. This should be done several weeks in advance of changes so that there will be adequate time for them to make necessary adjustments to their schedules and routes.

### **EMERGENCY CALL-OUT PROCEDURES**

- A. The Contractor shall have an employee available at all times to address issues and problems that may arise during the project. This employee shall:
  1. Have authority to summon additional manpower and equipment to resolve any problems;
  2. Be available after hours, weekends, and holidays; and
  3. Carry a pager or cell phone.
- B. The Contractor shall provide the Owner with this employee's name, home phone number, place of

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residence, cell phone and pager number.

- C. The Contractor's employee shall respond within one (1) hour to a call received from the Owner or Owner's Representative.
- D. If there is no response within one (1) hour of the call, the Owner will resolve or repair the problem.
- E. All costs incurred by the Owner in response to Item D shall be billed to the Contractor for actual costs incurred or with a minimum charge of \$1000 for each instance.

Failure of Contractor's Emergency Call-Out Employee to respond to three call-outs will result in removal of that employee from the project and a new employee assigned the above duties.

### **SHOP DRAWING REVIEW**

The contractor shall obtain a current copy of the New York State Steel Construction Manual and the Precast Concrete Construction Manual. The Contractor shall be aware of all requirements; especially shop drawing format, requirements for professional engineer preparation, and shop drawing review times.

The Contractor shall be aware that the Engineer-in-Charge MUST be advised of ALL activity regarding shop drawings.

All shop drawings shall be prepared in US Customary units.

The Contractor shall submit, for review by the Owner, shop drawings for all fabricated work and for all manufactured items required to be furnished in the contract and as required by the specifications. Shop drawings shall be submitted to allow at least ten (10) working days for review and processing.

Owner's review of the Contractor's submittal shall in no way relieve the Contractor of any of his responsibilities under the contract. Any fabrication, erection, setting or other work done in advance of the receipt of shop drawings returned by the Owner, shall be entirely at the Contractor's risk. The Owner's review will be confined to general arrangement and compliance with the contract drawings and specifications only, and will not be for the purpose of checking dimensions, weights, clearances, fitting, tolerances, interferences, coordination of trades, etc.

Shop drawings submitted by subcontractors shall be sent directly to the Contractor for preliminary checking. The Contractor shall be responsible for their submission to the Owner at the proper time so as to prevent delays in delivery of materials. The Contractor shall thoroughly check all shop drawings, including those of this subcontractor's in regards to measurements, sizes of members, materials, and details to satisfy himself that they conform to the intent of the contract drawings and specifications. Drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors by the Contractor for correction before submitting them to the Owner.

Before submission, the contractor shall mark all drawings as being checked and approved by him, dated and signed.

The Contractor will be required to submit shop drawings for the following items:

- Sidewalk Concrete Mix
- WMA Pavement Mix
- Subbase Course
- Drainage Structures, Frames/Grates, Pipes, and End Sections
- Concrete Curb and Concrete Gutter

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- Concrete Collars
  - Steel Railing
  - Topsoil and Fertilizer
  - Pavement Markings
  - Sign Panels and Posts

The Bar Reinforcement shop drawings shall show each placement in plan view and section with each bar mark called out and all bend details and splices noted. A sample bar marking of uncoated bars shall be as such: 5A07 with the first number to reflect the size of the bar (i.e.: No. 5 bar = 5/8"), the letter to designate an abutment (A), highway approach slab (H), or deck (S) placement, and the final number to designate the bar mark (a two digit value). An epoxy coated bar should be designated as such: 5AE07. A stainless steel bar should be designated as such: 5AS07.

All dimensions affected by the geometrics and/or location of the existing structure are to be checked in the field by the Contractor, before ordering or fabricating any materials, and before any construction begins. It shall be the responsibility of the Contractor to supply the Engineer with all field dimensions required to check shop drawings.

#### **SHORTAGES OF SUPPLIES OR MATERIALS**

In the event the delivery of any material in short supply is delayed substantially beyond the normal delivery time which results in delaying the completion of the contract, the contract will be extended without the assessment of liquidated damages. The Contractor shall demonstrate to the Engineer that they have made every reasonable effort to obtain such material and complete the contract in a timely manner.

An extension of time will be granted only for reasons relating to industry-wide shortages or materials required by the contract work, as differentiated from delays in delivery by a specific or small group of suppliers.

#### **TEMPORARY CONSTRUCTION**

Payment for all false work, temporary supports, shoring, braces and other temporary construction shall be included in the price bid for the various payment items for which this work is performed unless otherwise noted.

#### **MATERIAL SAFETY DATA SHEETS**

The Contractor is responsible for providing the Material Safety Data Sheets to the Village prior to introducing hazardous materials onto the site, assuring compliance before work is started and disseminating any information to the Village employees concerning significant chemical hazards that the Contractor is bringing to the Village's workplace. The Material Safety Data Sheets will be maintained by the Village as long as those materials are present. It is the responsibility of the Contractor to train its own employees.

#### **ASPHALT CONCRETE**

PAVERS – Asphalt concrete pavers on this project will be required to have electronically controlled leveling devices.

SEQUENCE OF OPERATIONS – The laying of pavement on the project shall be started at the end farthest from the source of supply of asphalt concrete and shall progress toward the said source of supply.

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FINE GRADE OPERATIONS - The use of "new steel" on all cutting edges shall be a requirement during fine grading operations in preparation for the application of pavement courses. All equipment shall be tightly shimmed.

### **OPTIONAL USE OF WARM MIX ASPHALT (WMA) TECHNOLOGIES**

The contractor has the option of using an Approved WMA Technology in the production of all 402, *Hot Mix Asphalt (HMA)* items, except *SUPERPAVE HMA with Ice Retardant* items, *Waterproofing Bridge Deck HMA* items, and *Paver-Placed Surface Treatment* items, at no additional cost to the County.

If the contractor chooses to use a WMA technology, the provisions of §401 and §402 shall apply including the following:

Use an approved technology appearing on the Approved List for *Technologies for Warm Mix Asphalt*. Design a mixture using a WMA Technology in accordance with MM 5.16, *Superpave Hot Mix Asphalt Mixture Design and Mixture Verification Procedure*. At a minimum, a one point verification of the mixture's volumetric properties is acceptable for the following situations:

- When the WMA mix design is based on an existing Production Status HMA mix design.
- When the WMA mix design is based on, and utilizes a different WMA technology than, an existing Production Status WMA mix design.

Comply with the latest manufacturer's "Production, Testing, and Compaction Details" from the Approved List for incorporating the WMA technology. Test specimens may be made from plant produced or laboratory prepared WMA. Test specimens must be made from plant produced WMA if adding the WMA technology in the lab does not simulate the production process. The Regional Materials Engineer (RME) may require a County representative be present during the fabrication and testing. Submit the WMA design to the RME for review and verification at least 14 calendar days before production, including:

- Name of WMA technology and the target dosage rate.
- If using an additive other than water,
  - Submit a MSDS for the additive.
  - Submit either enough of the additive for the laboratory mix design verification, or the additive pre-blended in the PG Binder at the correct dosage. If the additive is not pre-blended into the PG Binder, include directions for properly incorporating the additive into the laboratory made mixture.
- Prior to the submission of any mix design, contact the RME to determine if there is an increased concern regarding the mixture's moisture susceptibility based on the WMA technology and/or the type of aggregate being used, or the performance of similar mixes. The RME may require AASHTO T 283 moisture susceptibility test results, meeting a minimum Tensile Strength Ratio (TSR) of 80%, as part of the mix design submission.

Submit Production Quality Control Plan revisions incorporating the WMA technology if not previously submitted.

For 80 Series Compaction Method, complete all breakdown roller passes before the mat temperature falls below 230°F, unless approved by the Director, Materials Bureau.

When the asphalt mixture is being placed over a *Sheet-Applied Waterproofing Membrane*, maintain a minimum delivery temperature in accordance with the Material Detail Sheets prepared by the membrane manufacturer.

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## EXCAVATION

The excavation quantities appearing in the contract documents were determined by the Engineer from the best information available. The Contractor's attention is called to the fact that conditions and quantities as shown in plans and estimate may vary. In no event, shall quantities listed be deemed or considered by the Contractor as a warranty or a representation by the Engineer of actual field conditions or quantities.

The contractor's methods of excavating and sheeting trenches will be reviewed and approved by the Engineer prior to the commencement of work in any area.

The contractor is to be fully cognizant of the fact that when excavating trenches adjacent to pavements which are to remain, that the contractor will be held fully responsible for any undermining, settlement or other damage to the existing pavement.

In the event that any such undermining, settlement or damage does occur, the contractor shall take immediate corrective action as directed by the Engineer which may result in the removal and replacement of the pavement at the contractor's expense.

## CONCRETE INSPECTION

The Contractor shall submit a written certification by the concrete supplier that all concrete supplied for the Project is in accordance with the approved mix design. Only concrete from sources approved by the New York State Department of Transportation shall be used.

Slump tests shall meet the requirements of the New York State Department of Transportation (NYSDOT) electronic Standard Specifications (U.S. Customary Units) as maintained on the website (<https://www.dot.ny.gov/main/business-center/engineering/specifications/busi-e-standards-usc>) and all addenda in effect on the date of letting for bids, with current additions or modifications.

Crushed gravel for Coarse Aggregates shall not be used unless approved in writing by the Engineer.

### Scope

The Contractor shall submit concrete mix designs to be reviewed by the Engineer. The mix designs shall be confirmed by making and testing trial mixes for each class of concrete specified.

## AUTOMATION AND RECORDATION EQUIPMENT FOR CONCRETE

The Contractor should note that mobile concrete plants equipped with New York State Department of Transportation approved automatic proportioning and recording devices are required for batching the ingredients or portland cement concrete mixtures. The use of plants equipped with manually operated batch controls will not be permitted unless otherwise allowed in the Standard Specifications or contract proposal, or approved by the Engineer.

Portland cement concrete shall be proportioned in New York State Department of Transportation approved batch plants having automatic proportioning and recordation equipment meeting the requirements of Subsection 501-2.03, Concrete Batching Facility Requirements, except for the following:

1. When approved by the Engineer, the Contractor may use an approved Mobile Concrete Mixing Unit for supplying concrete for miscellaneous work defined in Subsection 501-2.04, Paragraph C, Mobile Concrete Mixing Units.

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2. The Contractor may use a small construction mixer meeting the requirements of Subsection 501-2.04 D for miscellaneous placements involving small quantities of concrete when permitted by the Engineer.

The bid price shall reflect the cost of using portland cement concrete meeting the above requirements.

### SALVAGED MATERIALS

Unless otherwise shown on the plans or specified in the proposal, all salvaged materials shall become the property of the Contractor.

### ASBESTOS

There are to be NO asbestos materials used in any work being done for the Village. If it is found that products with asbestos materials have been used, the vendor using them will be held responsible for all cost of clean-up, removal, and any other costs that occur because of it.

### PERMITS

The following permits are being obtained for this project:

- Local Highway Work Permit (if applicable)

The contractor agrees to perform all work in accordance with the conditions set forth in each of the permits whether the permit has been obtained or is pending. Furthermore, the contractor shall accept all legal responsibility to assure his work is performed in accordance with the conditions and language of the respective permits, and agrees to fully indemnify the owner or his agents against any legal actions associated with the contractor's negligence in not performing work in accordance with the conditions and requirements of the respective permit. The words "permittee" shall also read "contractor" and "permittee's" shall also read "contractor's" in all permits for this project.

The Contractor's costs for complying with the permits shall be included in each appropriate bid item for the affected operation.

### ORDINANCES AND PERMITS

The Contractor shall comply with, and give notices required by, all laws, ordinances, rules and regulations being on the conduct of the work. He shall procure and pay for all permits and licenses which may be necessary for the completion of the work.

### LEGAL LOADS

The Contractor is reminded that only legal loads are permitted on public highways. The only exception to this is the presently authorized issuance of permits for special or occasional oversize or overweight loads. These permits are issued at the discretion of the Highway Department and only under special conditions over specified highways at designated times and do not apply to the hauling of materials for construction contracts. Weigh slips which are a part of the contract records are available to enforcing agencies.

It is anticipated that seasonal or weather conditions may frequently require the use of lighter and smaller equipment and loads than might be used under optimum conditions. If the Engineer determines that hauling operations or other movement of heavy equipment is having or may result in detrimental effects on the finished highway, on or off the site, then the Engineer may restrict those operations and/or locations.



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### VEHICLE WEIGHTS

The Contractor shall submit to the Engineer the weights of the construction vehicles to be used on the pavement and on the bridge.

### WORK ZONE TRAFFIC CONTROL

The Contractor will be responsible for providing traffic control. All traffic control signage and devices shall be in accordance with the Contract Documents and the National Manual of Uniform Traffic Control Devices with NYS Supplement. The Contractor shall coordinate with the Dig Safely NY prior to driving any sign posts.

### SITE SAFETY

The Contractor shall perform all work in the Contract Documents in a workmanlike manner with due regard to the safety of the employees and of the public. The Contractor shall comply with all rules, regulations and standards of the Occupational Safety and Health Administration, U.S. Department of Labor in performance of the work required by the Contract Documents in all matters regarding the safety and protection of persons employed in construction, excavation and demolition operation at or near underground facilities. The Contractor is fully and solely responsible for site safety precautions.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss of:

- a. All employees on the site and other persons who may be affected thereby;
- b. All the work and all products to be incorporated therein, whether in storage on or off the site; and
- c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall assume all responsibility for damage to persons or property which may occur during the prosecution of the work and shall replace or make good any such damage, loss or injury.

Effective 5/4/19, new excavator training is required and certification through the Public Service Commission. Any person that operates an excavator in NYS needs this training based out of Dig Safely New York; DSNY.

### NOISE CONTROL

Average noise levels during the construction day shall not exceed 90 decibels when measured on the A-scale of a standard sound level meter at slow response. Peak noise levels shall not exceed 140 decibels peak sound pressure level. No unacceptable noise levels (noises leading to complaints from residents) shall be allowed during normally considered for sleeping, and in no case between 11:00 PM and 7:00 AM, nor during Sunday, without written permission from the Owner.

### DUST CONTROL

The Contractor must exercise extreme caution in his operation in the control of dust. The Contractor shall not discharge dust into the atmosphere of such quantity, character or duration that it unreasonably interferes with the comfortable enjoyment of life or property or is harmful to plants or animals.

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No payment will be made for any labor, material or equipment needed for dust control. When it becomes necessary, the Owner's Representative will inform the Contractor of unsatisfactory construction procedures and operations insofar as air pollution is concerned. If the unsatisfactory construction procedures and operations are not promptly corrected, the Owner's representative may suspend the performance of any or all of other construction until the unsatisfactory condition has been corrected.

The Contractor is directed to the rules and precautions set forth under OSHA Safety and Health Regulations for Construction, per 29 CFR § 1926.1153 Respirable Crystalline Silica.

The Engineer may shut down, at any time, all operations causing a dust problem on this project.

#### **EXISTING ROADS**

Existing roads used for the hauling of materials or equipment shall be kept free from debris and maintained by the Contractor and left in a condition satisfactory to the Engineer. Warning is hereby given that the contractor shall be held responsible for any damage to existing roads caused by the operation of any of the contractor's equipment, and the adequate repairs for any such damage shall be required at the contractor's expense.

#### **EXISTING VEGETATION**

The Contractor shall give particular attention and care to protect from damage all existing vegetation, including turf, trees, ornamental plantings, etc., which are not within the actual construction limits. Every attempt shall be made to protect and save the vegetation that is near the construction limits according to the instructions of the Engineer.

#### **EXISTING FENCES, BUSHES AND TOPSOIL**

Where existing fences, bushes and topsoil fall within areas to be excavated, they shall be removed, maintained, stored and reinstated in a manner and timescale as suits the work in the affected areas. The work shall be paid for under the various items of the contract.

#### **OPERATIONAL DAMAGES**

The Contractor will be held entirely responsible for any damages to adjacent property as a result of his operations.

Blasting operations shall be permitted only when approved by the Engineer and by the proper municipal authorities. A pre-blasting conference will be required prior to approval being granted by the Engineer. Blasting operations shall be conducted in such a manner as not to endanger the public, obstruct streets or to endanger adjacent properties.

The Contractor shall protect all trees and shrubs in an approved manner, which may include fences and boards lashed to trees to prevent damage from blasting or machine operations. He shall prevent damage to pipes, conduits and other underground structures and all land monuments and property marks.

The Contractor shall be responsible for all fire on the site of the work whether started by himself or others and no materials shall be burned on the site except with the approval of the Engineer and not without first obtaining permits from the proper municipal authorities.

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## ENVIRONMENTAL SPECIAL NOTES

(A) *Disposal of Construction and Demolition Debris – Sitting Waste Areas*

Title 6 New York Codes, rules, and Regulations, Part 360, Solid Waste Management Facilities, defines and regulates the disposal of construction and demolition debris generated on NYSDOT projects. Only clean fill shall be disposed in waste areas. Clean fill is defined as uncontaminated concrete (including steel or fiberglass reinforcing rods that are encased in the concrete and cut flush with the concrete surface), asphalt pavement, brick, glass, soil and rock. In keeping with this mandate, the Contractor shall not locate spoil or borrow sites in wetlands, water bodies, flood plains, other land subject to flooding, cultural sites or other environmentally sensitive areas. **Review and approval of ALL potential waste sites shall be coordinated with the NYSDOT Region 3 Construction Environmental Coordinator and the E.I.C.** The Contractor shall restore all spoil areas according to NYSDOT Specifications. Appropriate grading plans, erosion prevention and restoration of all areas is required as described in Section 107 of the Standard Specifications.

(B) *Recycling*

Recycling of materials is encouraged when feasible. If road millings are to be re-used by other highway departments, a letter from that department shall include the following:

- The recycled millings will not be stockpiled in environmental/cultural sensitive areas.
- The millings will not be disposed of in environmental/cultural sensitive areas.

(C) *Soil Erosion, Water and Air Pollution Abatement*

This project is located in Tompkins County. The Contractor shall employ Best Management Practices (BMP's) to control sediment and erosion. Refer to Section 107-12 and Section 209 of the NYSDOT Electronic Standard Specifications with current additions and modifications and to the specific erosion and sediment control items included in the contract documents.

The Contractor shall develop an emergency response plan, subject to approval by the Engineer-in-Charge, prior to commencement of any construction activities to protect the surface water body from contamination should a spill occur. Construction equipment shall not be refueled by portable fuel tanks within the creek corridor. All fuel tanks shall be stored a minimum of 50 ft. from the top of the stream bank. Absorbent materials shall be stored on-site for immediate clean-up response in the event of a petroleum or hazardous waste spill. The phone number for the NYSDEC Spill Response Team (1-800-457-7362) shall also be visibly posted at the project site.

Pumping the water from project excavations directly into nearby waterways is prohibited. If settling basins are used, the basin shall be cleaned of sediment and debris prior to dismantling. **Silt fence shall not be placed across live or intermittent streams.**

The Contractor shall submit to the Engineer their Schedule of Operations for Temporary and Permanent Erosion and Sediment Control as applicable for clearing and grubbing, grading, work in watercourse and drainage ways, paving, and other construction activities. **No work shall be started before the erosion control schedules and methods of operations have been accepted, in writing, by the Engineer.** If conditions change during construction, the Contractor may be required to submit a revised schedule for acceptance as directed by the Engineer. Refer to NYSDOT Standard Specifications with current additions and modifications, Section 107-12, Water Quality Protection.

(D) *Temporary and Permanent Soil Erosion and Sediment Controls (Storm Water Discharges from Construction Activities) – For SPDES Projects*

The Contractor's attention is called to the maintenance, inspection and reporting requirements of the New York State Department of Environmental Conservation's **SPDES General Permit for Storm Water Discharges from Construction Activities that are Classified as "Associated with Construction**

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**Activity," Permit No. GP-0-15-002.** The Permit's provisions apply to all storm water discharges associated with construction activities performed under this contract.

(E) *Restoration of Disturbed Areas*

Contractor's access roads, storage areas, employee parking areas and other areas A.O.B.E. shall be scarified to a depth of 1 ft., graded to blend into the surrounding ground and seeded to meet the requirements of Item 610.1602 - Turf Establishment - Lawns. No payment will be made for this restoration. The cost of such work shall be included in the price bid for the various items in the contract. All work shall be as specified under Section 107-08, Protection and Restoration of Property and Landscape.

**CONTROLLING INVASIVE PLANT SPECIES**

This project does not contain any known invasive species within the project corridor. Further information can be obtained at the website of The Invasive Plant Council of New York State: <http://www.ipcnys.org/> However, care shall be taken by the Contractor to minimize the risk of their introduction. It is recommended that water used for equipment cleaning comes from a municipal water source. This minimizes potential contamination of equipment from invasive aquatic plants/animals. If water is to be drawn from a local surface water source, identify and obtain any regulatory permits/approvals required.

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## TECHNICAL REQUIREMENTS FOR ITEM 637.34 - OFFICE TECHNOLOGY AND SUPPLIES

The following office technology supplies shall be provided as part of the initial setup of the Engineer's Office (additional supplies will be required to be provided over the duration of the construction contract):

[Notes: If a specification is followed by "(minimum)" then the stated requirement or better is acceptable. Otherwise, only the stated requirement is acceptable. For accessories preceded by "(\*)", the Contractor shall replenish these items as required by the Engineer and be of a type, size, quality, and capacity acceptable to the Engineer. These items shall remain the property of the City.]

### Computer Peripherals

Provide one set of the following accessories per computer (desktop or portable) in the office:

- Surge protector - 6 power outlets, 1 telephone outlet, and 1 coaxial outlet (minimum)
- Mouse pad
- Security cable lock(s), to secure the computer and monitor, 6 foot cable (minimum)

### Communication Services

In addition to the telephone service provided for the field office, an additional dedicated communication service, with the service paid for under the Engineer's Office pay item shall be provided for the office technology equipment (computers, etc.). When there will be multiple computers in an office connected by a local area network (LAN), only a total of 2 communications service line for all the office technology equipment is required unless otherwise specified. Types of service (phone line, cable internet service, etc.) to be provided shall be identified by the Engineer with input from the appropriate construction automation support personnel.

### Data Storage Media

- 4 GB Minimum USB Flash Drive

### Printer Supplies

- (\*) 5000 sheets of 8 ½" x 11", 20# bond weight, letter quality paper (minimum)
- (\*) 5000 sheets of 11" x 17", 20# bond weight, letter quality paper (minimum)
- (\*) 1 replacement printer toner cartridge for each printer (minimum)

### Multifunction Machine

- Functions - Print, Scan, Copy and FAX (minimum)
- Laser Printer
- Paper Size (Scan/Fax) - Capable of handling 8 ½" x 11" paper (minimum)
- Paper Size (Printing/Copying) - Capable of printing color, grayscale and black & white on 8 ½" x 11" paper, 8 ½" x 14" paper and on 11" x 17" paper (minimum)
- Print Resolution - 600 x 600 dpi (minimum)
- Capable of color, greyscale and black & white scanning (minimum)
- Memory - 64 MB (minimum)
- Print Speed - 15 ppm (minimum)
- Copy Speed - 10 cpm (minimum)
- w/ postscript level 2 emulation (minimum)
- Modem - 14.4K bps FAX modem (minimum)
- Must be stand-alone and network ready (Note: the Engineer can waive the 'network read' requirement if the multifunction machine will not be connected to a network).

### Accessories

- Stand/table for the multifunction machine

- 
- Cable to connect the printer to a computer or network

#### Digital Camera

- Minimum 10.0 megapixel resolution with 16x optical zoom, 4x digital zoom and autofocus operation
- 2 ½ inch LCD screen and optical viewfinder
- Built-in intelligent flash (auto on/off)
- Image stabilizer
- Time/date stamp on each picture
- Self timer
- Red-eye reduction
- A total of two (2) rechargeable sets of Lithium-Ion batteries and high capacity (approximately 1 hour) charging unit
- Two (2) 4 GB memory cards – commercially available removable recording media
- Video capability
- Soft storage/carry case with shoulder strap

#### Accessories

- Cable to connect the digital camera to a computer

#### Computer

Provide a Windows compatible computer, using the following general computer specifications:

- Operating System – Windows 10 64bit or higher
- Processor – 8th Gen Intel i5 (minimum)
- Memory – 8 GB RAM (minimum)
- Graphics – 256 MB Video RAM (minimum)
- Hard Drive – 256GB SSD (minimum)
- Optical Drive – Internal, ReWritable DVD device (DVD-RW)
- Monitor – 15” display (minimum)
- Wireless – 802.11ac
- Additional Hardware – Mouse, keyboard, sound card w/ speakers, 2 USB ports, 1 serial port, and 1 printer port (minimum)
- Hardware Support with Accidental Damage (recommended)

#### Software

Office Suite	Microsoft Office 2019
Portable Document (.pdf) Reader	Adobe Acrobat Reader
Virus Protection/Computer Utilities	Symantec, McAfee, Bitdefender, etc.
Virus Definition Updates	For the virus protection software, it is required to maintain the virus definition for the duration of the contract, this typically requires a service subscription for the updates after the first year.
File Compression	WinZip 8.1* (Winzip Computing) [Note: must provide a licensed copy]
Additional Web Browser	Google Chrome

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## SPECIAL SPECIFICATIONS

### ITEM 603.98XX0007- POLYVINYL CHLORIDE (PVC) SEWER PIPE & FITTINGS

#### CONSTRUCTION DETAILS.

- A) EXCAVATION - Excavation shall conform to the requirements of Item 206.02 - Trench and Culvert Excavation or Item 206.04 - Trench and Culvert Excavation - O.G., except as modified herein and the limits are shown in the Contract Plans.
- B) BACKFILLING - No trench, pit or other excavation shall be backfilled until the pipe or appurtenant structures contained therein shall have been completely installed and inspected and approved by the Engineer. In backfilling around and over pipes, stone bedding material shall be spread in layers not over 6 inches in depth on both sides of the pipe and thoroughly spaded and tamped around the pipe so that no displacement of the pipe results. Backfill for a minimum distance of 2 ft above the top of the pipe shall be of the same material and shall be spread in layers not to exceed 6 inches in thickness or depth and each layer shall be thoroughly compacted by spading and tamping before further refilling is done. In all cases, the backfill above the top of the pipe shall be placed to a minimum of 18 inches before compaction is begun directly over the pipe.
- C) DISPOSAL OF WATER - Except when included in another specification (i.e. work area located in a hazardous or contaminated area), water in excavated trenches or pits shall be removed by pumping, bailing or other satisfactory method before the installation of any pipe or structure. Water so removed shall be conveyed to such places and points that it will not interfere with the progress of the work or be a hazard or damage to public or private property. No water containing mud, grit or substances that would settle and be detrimental to the operation of sanitary sewers shall be permitted to flow into any storm or sanitary sewer or drain. No sewage entering excavated trenches or pits shall be pumped or dumped into any surface drainage course. No water, sewage or other material shall be allowed to enter any water main.
- D) LAYING SEWER PIPE - Excavation of trenches for sewer pipe shall be made to the line and grade established or as directed by the Engineer and shall be made straight and true with no deviations from a straight line or grade between manholes.

The sewer pipe shall be bedded on a minimum of 6 inches of stone bedding material.

The trench bottom shall be flat. Holes for bells or couplings shall be dug so that no portion of the bell or coupling will contribute to the support of the pipe. The barrel of the pipe shall be uniformly supported throughout the entire length. Should over digging occur, all loosened material shall be removed and the trench bottom brought back to grade with stone bedding material. Bedding material shall be according to specifications and shall be placed and tamped in a manner satisfactory to the



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Engineer. Bedding material in such instances shall be placed at the sole expense of the Contractor.

In areas of rock excavation the pipe shall be bedded on a minimum of 6 inches bedding material.

In areas where unstable trench bottoms are encountered, the trench shall be excavated to an additional depth below the layer of stone bedding material and a layer of stone foundation material placed and graded so as to properly support the bedding material, pipe, and backfill. The depth shall vary according to the actual conditions. Payment for such foundation material shall be as hereinafter specified.

All preformed joints shall be made according to manufacturer's specifications. Where it may be necessary to connect to existing facilities of like or unlike materials, such connection shall be made by use of special manufactured adapters as approved by the Engineer.

The inside of each pipe shall be inspected and all foreign matter, joint material that squeezed through, etc., shall be removed before backfilling. Care shall be taken in placing backfill so that the joints are not loosened or sprung. The backfill shall be packed and tamped into place under the pipe. All loosened or broken joints shall be removed and replaced.

- E) LEAKAGE TESTS - Unless otherwise ordered by the Engineer, all sewers, service connections and sewer laterals, shall be tested for leakage and shall satisfactorily meet the test requirements. No connections to existing sewer laterals shall be made until the leakage requirements are met. The Contractor shall furnish all labor, materials and equipment and shall perform the tests. The Contractor shall make all necessary repairs or replacements and shall repeat the final leakage test(s), until the minimum leakage requirements are met.

Leakage tests shall be made only after backfilling is completed. Two types of tests will be acceptable: (a) Exfiltration Test or (b) Low Pressure Air Test. The type of test used will depend upon the extent and type of installation and shall be as directed by the Engineer.

(a) Exfiltration Test

This leakage test consists of an exfiltration test wherein the main sewer, sewer laterals and manholes are filled with clear water to provide a head of at least 5 ft above the top of the pipe or 5 ft above the level of the groundwater table, whichever is higher, at the highest point of the sewer line under test, and measuring the loss of water from the line by the amount which must be added to maintain the original level. In this test the

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line must remain filled with water for at least 24 hours prior to taking measurements, and the actual test period shall not be less than two (2) hours.

For purposes of determining the elevation of the top of the groundwater table, the Contractor shall furnish and install an open-end standpipe of perforated pipe. The standpipe shall be installed at least 24 hours before the line is filled with water. One

(1) standpipe shall be installed for each section of sewer line tested. A section of sewer is defined as the length of main sewer, including sewer laterals, between two consecutive manholes. Following successful completion of the leakage tests, the standpipe shall be filled with approved material and the top cut off at least 2 ft below finished grade.

Exfiltration shall be measured by the drop of water level in a standpipe or in one of the sewer manholes. When a standpipe and plug arrangement is used in the upper manhole of a line under test, there must be some positive method of releasing entrapped air in the sewer prior to taking measurements. In the case of sewers laid on steep grades, the length of line to be tested at any one time may be limited by the maximum allowable internal pressure on the pipe and joints at the lower end of the line. The recommendations of the pipe manufacturer shall be followed.

When the level of the groundwater table is of such height that the manholes cannot be used for convenient measuring, or if the vertical distance between the top of the pipe and the manhole rim is less than 5 ft, the Contractor shall test the pipe separately from the manholes utilizing the standpipe method including plugs, hoses, etc., to establish the required head of water. Manholes shall then be tested separately.

The total leakage of any section tested shall not exceed the rate of 30 gallons per mile of pipe per 24 hours per 1 inch of nominal pipe diameter. For purposes of determining the maximum allowable leakage, manholes shall be considered as sections of 4 ft or 5 ft diameter pipe, depending on the type manhole included in the test. The equivalent leakage allowance shall be 5 gallons per manhole per 24 hours for 4 ft diameter manholes, and 6 gallons per manhole per 24 hours for 5 ft diameter manholes.

(b) Low Pressure Air Test

This leakage test consists of plugging each section of sewer, pressurizing the line with air, and measuring the pressure drop time relationship.

Each end of the section of line to be tested shall be sealed off with inflatable pneumatic or manual plugs which shall hold against the air pressure without external bracing and without movement. Plugs shall have at least two valved connections opening into the pipe section, one for introducing low pressure air and one for

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connecting an approved air gauge calibrated in .25 psi increments.

Air shall be introduced into the test section to a pressure of 4 psi above the average pressure of any ground water that may be over the pipe. In such ground water areas, the Contractor shall install during the original installation a ½ inch capped pipe nipple through the manhole wall at a level of the top of the lowest pipe. The ground water level shall be determined by clearing the nipple with air and connecting a clear plastic hose to the same and measuring the water level in the hose. The height of the water level in feet above the pipe invert divided by 2.3 shall establish the pounds pressure to be added to all readings.

A minimum of two minutes shall be allowed for the pressure to stabilize during which time the pressure shall not drop more than 0.5 psi. The air supply shall then be disconnected and the time in minutes shall be recorded for the pressure to drop no more than 1 psi. Such time shall not be less than the following:

<u>NOMINAL SIZE</u>	<u>MINUTES</u>
4 NPS	2.0
6 NPS	3.0
8 NPS	4.0
10 NPS	5.0
12 NPS	5.5
15 NPS	7.5
18 NPS	8.5
21 NPS	10.0
24 NPS	11.5
27 NPS	13.0
30 NPS	14.5
33 NPS	16.0
36 NPS	17.5

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**METHOD OF MEASUREMENT.** The quantity to be paid for under these items will be the number of feet of new sewer pipe (including all necessary connections and fittings) furnished and installed in accordance with the plans, specifications and as ordered by the Engineer.

**BASIS OF PAYMENT.** The unit prices bid per yard for these items shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work including fittings, plugs, connections, and leakage tests.

Excavation, sheeting, and backfill material will be paid for separately under their respective items. Payment will be made under:

<i>ITEM NO.</i>	<i>DESCRIPTION</i>	<i>UNIT OF</i>	<i>PAYMENT</i>
603.98040007	PVC Sewer Pipe & Fittings	4 NPS	Feet
603.98060007	"	6 NPS	Feet
603.98080007	"	8 NPS	Feet
603.98100007	"	10 NPS	Feet
603.98120007	"	12 NPS	Feet
603.98150007	"	15 NPS	Feet
603.98180007	"	18 NPS	Feet
603.98210007	"	21 NPS	Feet
603.98240007	"	24 NPS	Feet
603.98270007	"	27 NPS	Feet
603.98300007	"	30 NPS	Feet
603.98330007	"	33 NPS	Feet
603.98360007	"	36 NPS	Feet

"Progress payments will be made at the unit price bid for 80 percent of the quantity of pipe installed. The remaining 20 percent will be paid for when the testing of the system has been completed."

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## **ITEM 607.41010010 - TEMPORARY PLASTIC BARRIER FENCE**

**DESCRIPTION.** This work shall consist of furnishing, installing, and maintaining Temporary Plastic Barrier Fences of the type and at the locations shown in the plans or where directed by the Engineer.

**MATERIALS.** Materials for Temporary Plastic Barrier Fences shall meet the following requirements:

- **Fence:** High-density polyethylene mesh, ultraviolet-stabilized min. 2 years; minimum height 4.0 feet. Color: high-visibility orange or green. When used to protect trees or other vegetation, color shall be high-visibility orange.
- **Posts:** Rigid metal or wood posts, minimum length 6.0 feet.
- **Ties:** Steel wire, #14 gauge or nylon cable ties.
- **Warning signs:** Sheet metal, plastic or other rigid, waterproof material, 1.5 feet by 2.0 feet with 4 inch black letters on a white background. Text shall be: "Protected Site - Keep Out" unless otherwise specified.

**CONSTRUCTION DETAILS.** Fences shall be erected prior to moving construction equipment onto any area designated for protection.

The line of fences as indicated on the plans shall be staked or marked out on the ground by the Contractor and approved by the Engineer before any fence is installed. Where used for protection of individual trees, fence shall be placed at the drip line (extent of canopy). If not possible, placement shall be as close to the drip line as possible and in no case less than 5.0 feet away from the tree trunk.

On approval of the stakeout, posts shall be securely driven on 6.0 foot-maximum centers, normal to the ground, to a depth 1/3 of the total post length. Plastic barrier fence shall be placed along the side of all posts. Ends of fencing segments shall overlap a distance of at least one half the fence height.

Fencing shall be secured to posts with wire or cable ties at top, middle and bottom of post. Fastener shall be tight enough to prevent the fencing from slipping down. Overlaps shall also be securely fastened.

Barrier fence which is not orange in color shall be flagged at 6.0 foot intervals with red or orange florescent tape. Warning signs shall be mounted on the fence at no more than 100 foot intervals.

Maintenance shall commence immediately after erection of the fence and continue until one week prior to acceptance of the contract, and shall consist of: replacing damaged post(s) and fencing; re-fastening and tightening fencing; and restoring fence to its intended height.

Fencing used for tree or other vegetation protection shall not be temporarily removed to allow equipment access over a protected area, except as required for items of work specifically shown on the plans and approved by the Engineer in writing.

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**METHOD OF MEASUREMENT.** The quantity to be measured for payment will be the number of feet of Temporary Plastic Barrier Fence erected, measured along the top, to the nearest whole foot.

**BASIS OF PAYMENT.** The unit price bid shall include the cost of all labor, materials and equipment necessary to satisfactorily complete the work. Relocation of a fence from one location to another as directed by the Engineer shall be considered as a new location and will be separately paid.

Seventy percent (70%) of the price bid will be paid after satisfactory installation of the fence. The remaining Thirty percent (30%) will be paid after complete removal of the fence.

<i>ITEM NO.</i>	<i>ITEM</i>	<i>PAY UNIT</i>
607.41010010	Temporary Plastic Barrier Fence	Linear Feet

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**ITEM 608.10040005 - REMOVE, RESET OR REPLACE EXISTING STONE  
BLOCK PAVING**

**DESCRIPTION**

The Contractor shall carefully remove the existing stone block paving from its original and/or present position, regrade or replace the existing bedding, replace any missing block and clean and reset existing block in accordance with these specifications, as shown on the plans, or as directed by the Engineer.

**MATERIALS**

Stone block paving from the existing worksite will be reused. Any stone block paving within the project limits which will be removed and replaced with other treatments (Portland cement concrete, asphalt concrete, sod) may be used to replace missing blocks in accordance with these specifications as shown on the plans or as directed by the Engineer. All new and reused stone block paving required to complete the reconstruction work shall match the existing in kind, quality, texture, color, and finish. The Contractor shall submit samples of new stone block paving to the Engineer for approval.

Any new block or bedding material shall conform to the requirements set forth in Subsection 608-2.04 of the Standard Specification.

**CONSTRUCTION DETAILS**

The Contractor shall remove the existing stone block paving from areas shown on the plans or as ordered by the Engineer. All existing block shall be cleaned of mud, sand, and grout to the satisfaction of the Engineer. All block shall be stored and protected in an area approved by the Engineer. Any block that is damaged in removal, storage, and resetting or lost in any way shall be replaced at the Contractor's expense. Any block rejected by the Engineer shall become the property of the Contractor for disposal.

All stone block shall be placed using the same pattern and orientation as existing before removal as shown in the plans and in accordance with the requirements of Subsection 608-3.04, Grouted Stone Block Paved Sidewalks and Driveways, using sand-cement mixture for bedding.

**METHOD OF MEASUREMENT**

The quantity of removing, resetting, or replacing stone block paving shall be the number of square feet of stone block paving actually reset or replaced, measured along the plane of the exposed surface of the block.

**BASIS OF PAYMENT**

The unit price bid per square feet shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work. This includes the new sand-cement bedding, new stone blocks needed to replace missing blocks damaged by the Contractor's operations, along with any necessary excavation.

No payment will be made for stone block paving removed and disposed of.

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**ITEM 615.80XX0005 - RAILING**

**DESCRIPTION.** The Contractor shall furnish and install railings as shown in the contract documents or as directed by the Engineer. The Contractor shall verify the type, quantity, location and installation method for each type of railing with the Engineer prior to ordering. Acceptance may include approval by owning or maintaining agencies other than NYSDOT.

**MATERIALS**

- A. Railing - Materials shall be as specified in the contract documents.
- B. Connecting Hardware - All hardware shall be as supplied or recommended by the manufacturer, as specified in the contract documents or as approved by the Engineer.
- C. The sizes, shapes, finishes and colors of all handrails shall be as specified in the contract documents.

**CONSTRUCTION DETAILS.** The railings shall be installed in the locations indicated in the contract documents, in accordance with the instructions supplied by the manufacturer or as indicated in the contract documents and as approved by the Engineer.

**METHOD OF MEASUREMENT.** The quantity to be measured for payment under this item will be the number of feet measured along the centerline of railing anchorage, between the extreme outer limits shown on the plans, installed in a manner satisfactory to the Engineer.

**BASIS OF PAYMENT.** The unit price bid shall include the cost of all labor, materials and equipment necessary to furnish and install the railings, including both fabrication and installation as per the contract plans, and the removal of any existing railing being replaced.

<i>ITEM NO.</i>	<i>ITEM</i>	<i>PAY UNIT</i>
615.80010005	Railing, Type 01	Linear Feet
615.80020005	Railing, Type 02	Linear Feet
615.80030005	Railing, Type 03	Linear Feet
615.80040005	Railing, Type 04	Linear Feet
615.80050005	Railing, Type 05	Linear Feet



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**ITEM 627.50140008 - CUTTING PAVEMENT**

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

**MATERIALS.** None specified.

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

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

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

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

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

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

<i>ITEM NO.</i>	<i>ITEM</i>	<i>PAY UNIT</i>
627.50140008	Cutting Pavement	Linear Foot

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**ITEM 645.81090003 - RETROREFLECTIVE SIGN POST STRIP**

**DESCRIPTION.** This work shall consist of furnishing and installing Retroreflective Sign Post Strips in accordance with the contract documents.

**MATERIALS.** The retroreflective surface of Retroreflective Sign Post Strip shall conform to §730-05 Retro-Reflective Sign Sheeting - NYSDOT Class A sign sheeting and appear on the Department's Approved List of Materials and Equipment for Reflective Sign Sheeting.

Note: Signs supplied before March 1, 2023, may be fabricated with NYSDOT approved ASTM D4956 Type III/IV and IX retro-reflective sign sheeting. The grade of sheeting shall match the grade of sheeting on the sign panel that the strip supplements.

Nylon or plastic washers shall be installed between fastener bolt heads (or nuts) and the reflective sheeting on the face of the strip.

The color of the retroreflective sheeting on the Retroreflective Sign Post Strip shall match the background color of the sign, except that the color of the strip for the YIELD and DO NOT ENTER signs shall be red.

Retroreflective Sign Post Strips shall be made of durable, UV-stabilized plastics or aluminum panels in accordance with §730-01.

Hardware to mount Retroreflective Sign Post Strips to sign posts shall conform to §715-16 Stainless Steel Connecting Products, or §730-22 Stiffeners, Overhead Brackets, and Miscellaneous Hardware. Hardware to connect Retroreflective Sign Post Strips to sign posts shall be tamper resistant.

**CONSTRUCTION DETAILS.** Retroreflective Sign Post Strips shall be at least 2 inches in width and shall be in accordance with the contract documents. Retroreflective Sign Post Strips shall be placed for the full length of the support from the sign to 2 feet above the edge of the roadway.

Retroreflective Sign Post Strips shall be attached to the sign posts by mechanical means with standard nuts and bolts, clamps, brackets, or strapping according to the manufacturer's instructions. Retroreflective Sign Post Strips shall not be attached to sign posts with adhesives.

**METHOD OF MEASUREMENT.** This work will be measured as the number of Retroreflective Sign Post Strips satisfactorily furnished and installed.

**BASIS OF PAYMENT.** The unit price bid shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work.

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<i>ITEM NO.</i>	<i>ITEM</i>	<i>PAY UNIT</i>
645.81090003	Retroreflective Sign Post Strip	Each

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**APPENDIX A: NYS PREVAILING WAGE RATES &**  
**DEBARRED LIST**

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Kathy Hochul, Governor

Roberta Reardon, Commissioner

Village of Cayuga Heights

Patrick Macko, Engineer  
120 E Washington St  
Suite 200  
Syracuse NY 13204

Schedule Year 2022 through 2023  
Date Requested 01/20/2023  
PRC# 2023000766

Location Village of Cayuga Heights  
Project ID# 3950.69  
Project Type Sidewalk installation ADA curb ramp installation Drainage improvements

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

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

The schedule is effective from July 2022 through June 2023. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.ny.gov](http://www.labor.ny.gov). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

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

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

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

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the ["Request for a dispensation to work overtime" form \(PW30\)](#) and ["4 Day / 10 Hour Work Schedule" form \(PW 30.1\)](#).

## 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 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website [www.labor.ny.gov](http://www.labor.ny.gov).

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

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

## Payrolls and Payroll Records

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

or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the 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 12240 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

Village of Cayuga Heights

Patrick Macko, Engineer  
120 E Washington St  
Suite 200  
Syracuse NY 13204

Schedule Year 2022 through 2023  
Date Requested 01/20/2023  
PRC# 2023000766

Location Village of Cayuga Heights  
Project ID# 3950.69  
Project Type Sidewalk installation ADA curb ramp installation Drainage improvements

### Notice of Contract Award

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

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

### Contractor Information

All information must be supplied

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

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



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

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

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

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

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

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

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

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

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

(12.20)

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

## **Budget Policy & Reporting Manual**

# **B-610**

### **Public Work Enforcement Fund**

*effective date December 7, 2005*

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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 12240

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



Required Notice under Article 25-B of the Labor Law

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

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

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

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

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

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

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

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

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

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

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

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

**Employer Name:**  
IA 999 (09/16)





# Attention Employees

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

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

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/public-work-and-prevailing-wage>

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) 568-5156		

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

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

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



## Requirements for OSHA 10 Compliance

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

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

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

Proof of completion may include but is not limited to:

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

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

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

## WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### Payrolls and Payroll Records

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

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

#### Paid Holidays

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

#### Overtime

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

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

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

#### Supplemental Benefits

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

#### Effective Dates

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

#### Apprentice Training Ratios

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

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

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

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

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

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

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

**Tompkins County General Construction**

**Boilermaker** **01/01/2023**

**JOB DESCRIPTION** Boilermaker **DISTRICT 6**

**ENTIRE COUNTIES**

Cayuga, Clinton, Cortland, Franklin, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

**WAGES**

Per hour:	07/01/2022	01/01/2023	01/01/2024
Boilermaker	\$ 36.23	\$ 37.23	\$ 38.23

**SUPPLEMENTAL BENEFITS**

Per hour:			
Journeyman	\$ 26.01*	\$ 26.31*	\$ 26.62*
	+ 1.23	+ 1.23	+ 1.23

\*This portion of the benefits subject to the same premium rate as shown for overtime wages.

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE

NOTE: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed. When Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

**REGISTERED APPRENTICES**

WAGES per hour: Six month terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

SUPPLEMENTAL BENEFITS per hour:

\$ 19.38*	\$ 19.38*	\$ 20.33*	\$ 21.26*	\$ 22.20*	\$ 23.16*	\$ 24.13*	\$ 25.06*
+ 1.23	+ 1.23	+ 1.23	+ 1.23	+ 1.23	+ 1.23	+ 1.23	+ 1.23

\*This portion of the benefits subject to the same premium rate as shown for overtime wages.

6-175

**Carpenter - Building** **01/01/2023**

**JOB DESCRIPTION** Carpenter - Building **DISTRICT 2**

**ENTIRE COUNTIES**

Chemung, Cortland, Schuyler, Steuben, Tompkins

**PARTIAL COUNTIES**

Allegany: Only the Township of Alfred.

**WAGES**

Per hour:	07/01/2022	07/01/2023	07/01/2024	07/01/2025
		Additional	Additional	Additional
Carpenter	\$ 30.10	\$ 1.00	\$ 1.00	\$ 1.00
Floor Coverer	30.10	1.00	1.00	1.00
Carpet Layer	30.10	1.00	1.00	1.00
Dry-Wall	30.10	1.00	1.00	1.00
Diver-Wet Day	61.25	0.00	0.00	0.00
Diver -Dry Day	31.10	1.00	1.00	1.00
Diver Tender	31.10	1.00	1.00	1.00

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

- Pile Drivers/Dock Builders shall receive \$0.25 per hour over the journeyman's rate of pay when performing piledriving/dock building work.
- Certified welders shall receive \$1.00 per hour over the journeyman's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):

- 0' to 80' no additional fee
- 81'to 100' additional \$.50 per foot
- 101'to 150' additional \$0.75 per foot
- 151'and deeper additional \$1.25 per foot

- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):

- 0' to 50' no additional fee
- 51' to 100' additional \$.75 per foot
- 101' and deeper additional \$1.00 per foot

- Diver rates applies to all hours worked on dive day.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 21.88

**OVERTIME PAY**

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

\* Note - Saturday is also 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

Note: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

**REGISTERED APPRENTICES**

**CARPENTER APPRENTICES**

Wages per hour (1040 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th	5th
55%	60%	65%	70%	80%

Supplemental Benefits per hour:

\$ 12.40	\$ 12.40	\$ 15.05	\$ 15.05	\$ 15.05
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**PILEDRIIVER/DOCK BUILDER APPRENTICES**

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

1st	2nd	3rd	4th
55%*	60%*	70%*	80%*

\*Pile Driver/Dock Builder apprentices shall receive an additional \$0.25 per hour worked when performing piledriving/dock building work.

Supplemental Benefits per hour:

\$ 12.40	\$ 12.40	\$ 15.05	\$ 15.05
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**LINOLEUM, RESILIENT TILE, AND CARPET LAYER APPRENTICES**

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

1st	2nd	3rd	4th
55%	60%	70%	80%

Supplemental Benefits per hour:

\$ 12.40	\$ 12.40	\$ 15.05	\$ 15.05
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**ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:**

- Certified welders shall receive \$1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$1.50 per hour.

2-277B-CS

**Carpenter - Building / Heavy&Highway**

**01/01/2023**

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

**DISTRICT 2**

**ENTIRE COUNTIES**

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



**PARTIAL COUNTIES**

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

**WAGES**

Wages per hour:	07/01/2022	07/01/2023 Additional	07/01/2024 Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	\$ 33.08	\$ 2.25*	\$2.25*

\*To be allocated at a later date

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 25.45

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (5) on HOLIDAY PAGE

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

Notes:

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

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

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits per hour:

1st term	\$ 16.97
2nd term	17.41
3rd term	19.40
4th term	19.84

2-42AtSS

**Carpenter - Heavy&Highway**

**01/01/2023**

**JOB DESCRIPTION** Carpenter - Heavy&Highway

**DISTRICT 2**

**ENTIRE COUNTIES**

Broome, Cayuga, Chemung, Cortland, Delaware, Jefferson, Lewis, Onondaga, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Yates

**WAGES**

Per hour	07/01/2022	05/01/2023 Additional	05/01/2024 Additional
Carpenter	\$ 34.13	\$ 2.50*	\$ 2.75*
Piledriver	34.13	2.50*	2.75*
Diver-Wet Day	59.13	2.50*	2.75*
Diver-Dry Day	35.13	2.50*	2.75*
Diver-Tender	35.13	2.50*	2.75*

\*To be allocated at a later date.

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

- When project owner mandates a single irregular work shift, the employee will receive an additional \$3.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal 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.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:

- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51'to 100' additional \$.50 per foot
  - 101'to 150' additional \$0.75 per foot
  - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51' to 100' additional \$.75 per foot
  - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday, provided the project duration is more than forty (40) hours.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 25.45

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE  
Overtime: 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 work day before and after the Holiday.
- The employee must work their scheduled workday before and their scheduled workday after the holiday to receive holiday pay.

**REGISTERED APPRENTICES**

**CAPRENTER APPRENTICES**

Wages per hour (1040 hour terms at the following percentage of journeyman's base wage):

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

Supplemental Benefits per hour:

\$ 16.97	\$ 17.41	\$ 19.40	\$ 19.84	\$ 20.28
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**PILEDRIIVER/DOCKBUILDER APPRENTICES**

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

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

Supplemental Benefits per hour:

\$ 16.97	\$ 17.41	\$ 19.84	\$ 20.28
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NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

- When project owner mandates a single irregular work shift, the employee will receive an additional \$3.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal 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.

2-277HH-Bro

**Electrician**

**01/01/2023**

**JOB DESCRIPTION** Electrician

**DISTRICT** 6

**ENTIRE COUNTIES**

Cortland, Herkimer, Madison, Oneida, Oswego

**PARTIAL COUNTIES**

Cayuga: Townships of Ira, Locke, Sempronius, Sterling, Summerhill and Victory.

Chenango: Only the Townships of Columbus, New Berlin and Sherburne.

Onondaga: Entire County except Townships of Elbridge and Skaneateles.

Otsego: Only the Townships of Plainfield, Richfield, Springfield, Cherry Valley, Roseboom, Middlefield, Otsego, Exeter, Edmeston, Burlington, Pittsfield and New Lisbon.

Tompkins: Only the Township of Groton.

Wayne: Only the Townships of Huron, Wolcott, Rose and Butler.

**WAGES**

Per hour:	07/01/2022	06/01/2023
		Additional
Electrician	\$ 42.00	\$ 3.00*
Teledata	42.00	
Cable Splicer	46.20	

\*To be allocated at a later date.

NOTE: Additional premiums for the following work listed:

- Additional \$2.00 per hour for work performed over 35 feet above the ground, floor, or roof levels or where work is required in tunnels, shafts, or under compressed air 35 feet below the ground level.
- Additional \$2.50 per hour for working over 50 feet above or below ground, floor, or roof level. This includes work on ladders, "toothpicks", scaffolds, boatswain chairs, towers, smokestacks or other open structures, or mechanical lifts used over 60 feet.

**NOTES:**

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF EIGHT (8) HOURS FOR AT LEAST FIVE (5) DAYS DURATION WHICH MAY HAVE BEEN WORKED. WHEN TWO (2) SHIFTS OR THREE (3) SHIFTS ARE WORKED:

- 1ST SHIFT 8:00AM - 4:30PM: See rates posted above
- 2ND SHIFT 4:30 PM - 1:00 AM: Add 15% to rates posted above
- 3RD SHIFT 12:30 AM - 9:00 AM: Add 25% to rates posted above

Occupied Conditions: When necessary to perform alteration and/or renovation work and owner mandates (due to occupied conditions) prevent the work from being performed during "normal" working hours (defined as between 6:00 a.m. and 4:30 p.m. Monday through Friday), alternate hours may be worked, provided: 1) The hours are established for a minimum of five (5) days duration or the length of the job, whichever is shorter; and 2) An entire work scope within a job-site area is performed utilizing the varied hours. If these conditions are satisfied, all hours worked Monday through Friday of a shift that starts before or ends after the "normal" hours, shall be paid at the appropriate rate plus fifteen percent (15%). However, the following restrictions shall apply:

- 1) "Alternate" hours shall consist of a minimum of eight consecutive hours per day
- 2) Hours worked in excess of eight (8) hours per day, Monday through Friday, shall be paid at a rate of one and one-half times the applicable rate (day-shift + 15%)
- 3) Hours worked on Saturday shall be paid at time and one-half the applicable rate.
- 4) Hours worked on Sundays and Holidays shall be paid at double the straight time rate.
- 5) Work of a new construction nature may not be worked under these conditions.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2022
Journeyman	\$ 29.17 plus *3% of hourly wage paid

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

**OVERTIME PAY**

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

\*\* Double Time after 10 hrs. on Saturday.

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

**HOLIDAY**

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

NOTE: If any of the above holidays fall on Saturday, Friday shall be observed as the holiday. If any of the above holidays fall on Sunday, Monday shall be observed as the holiday.

**REGISTERED APPRENTICES**

WAGES per hour: Hourly terms at the following percentage of Journeyman's wage.

1st period 40% (0-1000 hrs.) \$ 16.80

2nd period 45% (1001-2000)	18.90
3rd period 50% (2001-3500)	21.00
4th period 60% (3501-5000)	25.20
5th period 70% (5001-6500)	29.40
6th Period 80% (6501-8000)	33.60

SUPPLEMENTAL BENEFITS per hour:

1st period	\$ 13.09 plus *3% of hourly wage paid
2nd period	\$ 13.09 plus *3% of hourly wage paid
3rd period	\$ 26.55 plus *3% of hourly wage paid
4th period	\$ 27.07 plus *3% of hourly wage paid
5th period	\$ 27.60 plus *3% of hourly wage paid
6th period	\$ 28.12 plus *3% of hourly wage paid

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

6-43

**Electrician**

**01/01/2023**

**JOB DESCRIPTION** Electrician

**DISTRICT** 6

**ENTIRE COUNTIES**

**PARTIAL COUNTIES**

Cayuga: Only the Township of Genoa.  
 Schuyler: Only the Townships of Cayuta, Catharine, and Hector.  
 Seneca: Only the Townships of Lodi and Covert.  
 Tioga: Only the Townships of Spencer and Candor.  
 Tompkins: Entire county except the Township of Groton.

**WAGES**

Per hour: 07/01/2022

Electrician \$ 38.25

Additional \$1.00 per hour for work from trusses, scaffolds, frames, spider baskets, ladders, etc. 40 feet or more from ground floor or in underground mines or tunnels. Work done from personal lift equipment that complies with OSHA requirements are excluded.

Additional \$2.00 per hour when required to work under compressed air, on radio towers, on asbestos abatement projects which require the use of a respirator, work of a hazardous nature, work where gas masks are required or work requiring use of protective arc flash suits.

NOTE: THE FOLLOWING RATES WILL APPLY WHEN SHIFT WORK IS MANDATED EITHER IN THE JOB SPECIFICATION OR BY THE CONTRACTING AGENCY:

1ST SHIFT	8:00 AM to 4:30 PM	\$ 38.25
2ND SHIFT	4:30 PM to 1:00 AM	44.87
3RD SHIFT	12:30 AM to 9:00 AM	50.26

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 28.05 plus 3% of hourly wage paid

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

**OVERTIME PAY**

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

\* NOTE: On Saturday the first 8 hours worked are at 1 1/2 times the rate. All additional hours are at 2 times the rate.

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: When a holiday falls on a Saturday, the day preceding shall be celebrated as such, and when falling on a Sunday, Monday will be celebrated as the holiday.

**REGISTERED APPRENTICES**

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

1st year (50%)	\$ 19.13
2nd year (55%)	21.04
3rd year (65%)	24.86
4th year (75%)	28.69
5th year (85%)	32.51

SUPPLEMENTAL BENEFITS per hour:

1st year	\$ 12.00*
2nd year	12.00*
3rd year	21.23*
4th year	22.65*
5th year	24.07*

\* Plus 3% of hourly wage paid, straight time rate or premium rate.

6-241

**Elevator Constructor**

**01/01/2023**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT** 6

**ENTIRE COUNTIES**

Broome, Cayuga, Chenango, Cortland, Franklin, Jefferson, Lewis, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins

**PARTIAL COUNTIES**

Delaware: Only the towns of: Tompkins, Walton, Masonville, Sidney, Franklin and Deposit.

Madison: Only the towns of: Cazenovia, DeRuyter, Eaton, Fenner, Georgetown, Lebanon, Lenox, Nelson and Sullivan.

Oneida: Only the towns of: Camden, Florence and Vienna.

**WAGES**

Per hour: 07/01/2022

Elevator Constructor	\$ 51.43
Helper	36.00

Four (4), ten (10) hour days may be worked for New Construction and Modernization Work at straight time during a week, Monday thru Thursday, or Tuesday thru Friday

\*\*\* Four(4), ten (10) hour days are not permitted for Contract Work/Repair Work

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 36.885*
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\*NOTE - add 6% of regular hourly rate for all hours worked. Add 8% of regular hourly rate if more than 5 years of service.

**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

NOTE: When a paid holiday falls on a Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

**REGISTERED APPRENTICES**

WAGES per hour: 1 year terms at the following percentage of the Elevator Constructor wage.

0-6	6-12	2nd	3rd	4th
months	months	year	year	year
50%	55%	65%	70%	80%

SUPPLEMENTAL BENEFITS per hour:

0-6 months: 6% of the hourly apprentice rate paid, no additional supplemental benefits.

All other terms: Same as Journeyman.

6-62.1

<b>Glazier</b>	<b>01/01/2023</b>
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**JOB DESCRIPTION** Glazier

**DISTRICT** 5

**ENTIRE COUNTIES**

Broome, Chemung, Chenango, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

**WAGES**

Per hour: 07/01/2022

Glazier \$ 26.50

**\*\* IMPORTANT NOTICE \*\***

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 27.60

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

1000 hour terms

Appr. 1st term	\$17.00
Appr. 2nd term	18.00
Appr. 3rd term	19.00
Appr. 4th term	20.00
Appr. 5th term	21.00
Appr. 6th term	22.00
Appr. 7th term	23.00
Appr. 8th term	24.00

Supplemental Benefits per hour:

Appr. 1st term	\$ 12.60
Appr. 2nd term	12.60
Appr. 3rd term	18.60
Appr. 4th term	18.60
Appr. 5th term	19.60
Appr. 6th term	19.60

Appr. 7th term	20.60
Appr. 8th term	20.60

5-677z3

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**Insulator - Heat & Frost** **01/01/2023**

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**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT** 6

**ENTIRE COUNTIES**

Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins

**WAGES**

Per hour: 07/01/2022

Asbestos Installer \$ 37.00

Insulation Installer  
 (On mechanical systems only)

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS WORKED.

1ST SHIFT	\$ 37.00
2ND SHIFT	42.55
3RD SHIFT	46.25

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 24.34

**OVERTIME PAY**

See (\*B1, Q) on OVERTIME PAGE

\*NOTE: First 10 hours on Saturday

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (4,6) on HOLIDAY PAGE.  
 Triple time for Labor Day if worked.

NOTE: When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

**REGISTERED APPRENTICES**

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

1st	2nd	3rd	4th
50%	60%	70%	80%
\$ 18.50	\$ 22.20	\$ 25.90	\$ 29.60

SUPPLEMENTAL BENEFITS per hour:

\$ 21.84	\$ 21.84	\$ 24.34	\$ 24.34
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6-30-Syracuse

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**Ironworker** **01/01/2023**

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**JOB DESCRIPTION** Ironworker

**DISTRICT** 6

**ENTIRE COUNTIES**

Broome, Cayuga, Cortland, Onondaga, Oswego, Seneca, Tioga, Tompkins

**PARTIAL COUNTIES**

Chenango: Only the Townships of Lincklaen, Otselic, Pitcher, Pharsalia, German, McDonough, Preston, Norwich, Smithville, Oxford, Guilford, Greene, Coventry, Bainbridge and Afton.  
 Jefferson: Only the Townships of Alexandria, Theresa, Clayton, Orleans, Cape Vincent, Lyme, Brownville, Pamela, LeRay, Hounsfield, Watertown, Rutland, Adams, Henderson, Rodman, Ellisburg, Lorraine and Worth.  
 Madison: Only the Townships of Sullivan, Lenox, Lincoln, Fenner, Smithfield, Cazenovia, Nelson, DeRuyter and Georgetown.  
 Schuyler: Only the Townships of Cayuta, Catharine, Hector and Montour.  
 Wayne: Only the Townships of Galen, Savannah, Rose, Butler, Huron and Wolcott

**WAGES**

Structural, Reinforcing, Re-bar, Machinery Mover & Rigger, Ornamental & Curtain Wall, Window Wall, Pre-Glazed Metal Framed Windows Attached to Steel or Masonry Including Caulking, Fence Erector (Chain Link/Security), Sheeter/Bridge Rail, Pre-Cast Erector, Stone Derrickman, Pre-Engineered Building Erector, Welder

Per hour:	07/01/2022	07/01/2023
	\$ 31.80	Additional \$ 1.50*

\*To be allocated at a later date.

NOTE: Shift work mandated by the project owner. All shifts will be (8) hours.

1st Shift	\$ 31.80
2nd Shift	34.98
3rd Shift	36.57

WHEN A SINGLE IRREGULAR SHIFT IS WORKED, WITH START TIMES BASED ON SECOND AND THIRD SHIFTS, ADD 10 % TO THE WAGE RATE POSTED ABOVE.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 30.53
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**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

NOTE: Any holiday which occurs on Sunday shall be observed the following Monday.

**REGISTERED APPRENTICES**

WAGES per hour: One year terms at the following rates.

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

SUPPLEMENTAL BENEFITS per hour:

1st year	\$ 11.53
2nd year	19.58
3rd year	20.73
4th year	21.88

6-60

**Laborer - Building** **01/01/2023**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 2**

**ENTIRE COUNTIES**

Cortland, Tompkins

**PARTIAL COUNTIES**

Schuyler: Only the Township of Catherine including the Village of Odessa.  
 Tioga: Townships of Candor & Spencer

**WAGES**

Per hour:

GROUP #1: Basic Laborer - excavation, concrete vibrator, power-driven buggy, demolition (including acetylene torch work) that is customarily done by a laborer

GROUP #2: Air Tool Operators, Mason Tenders

GROUP #3: Blaster, Rock Drill (compressor driven)

GROUP #4: Asbestos, Hazardous, Toxic Waste, Lead and Mold Remediation

	07/01/2022	07/01/2023	07/01/2024	07/01/2025
		Additional	Additional	Additional
GROUP #1	\$ 25.75	\$ 1.00*	\$ 1.00*	\$ 1.00*



GROUP #2	26.75	1.00*	1.00*	1.00*
GROUP #3	27.75	1.00*	1.00*	1.00*
GROUP #4	27.75	1.00*	1.00*	1.00*

\*To be allocated at a later date.

**IMPORTANT NOTES:**

- Laborer tasks on Renewable Energy and Green Energy construction work shall be paid at the appropriate Heavy & Highway rates.
- Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday, provided the project duration is more than forty (40) hours.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 21.45

**OVERTIME PAY**

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

\*If working four (4) ten (10) hour days the make up day will be on Friday.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When a holiday falls on Sunday, it shall be observed on the following Monday.

**REGISTERED APPRENTICES**

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

1st	2nd	3rd	4th
70%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

1st term	\$ 14.10
2nd term	15.35
3rd term	16.23
4th term	17.10

2-785b

**Laborer - Heavy&Highway** **01/01/2023**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT 2**

**ENTIRE COUNTIES**

Broome, Chemung, Cortland, Schuyler, Steuben, Tioga, Tompkins

**PARTIAL COUNTIES**

Chenango: Entire County except the Townships of Sherburne, Columbus and New Berlin.

Delaware: Only the Townships of Sidney, Masonville, Walton, Tompkins, Deposit, Hancock and Colchester.

**WAGES**

Per hour:

GROUP A: Drill Helper, Flagman, Outboard and Hand Boats.

GROUP B: Basic Rate, Bull Float (where used for strike off only), 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, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operators (1-1/2" & Single Diaphragm), Nozzle (Asphalt, Guniting, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, and Air Tool Operators, Wrecking Laborer.

GROUP C: Drilling equipment - only where a separate air compressor unit supplies power, Acetylene Torch Operators, Asphalt Raker, Powder Man, Tail or Screw Operator on Asphalt Paver.

GROUP D: Blasters, Form Setters (slab steel forms on highways, roads, streets & airport runways), Stone or Granite Curb Setters.

GROUP E: Hazardous Waste defined as when an employee performs hazardous waste removal, lead abatement and removal, asbestos abatement and removal work on State and/or Federally designated waste site, and were relevant State and/or Federal regulations require employees to use or wear required forms of personal protection.

	07/01/2022	07/01/2023 Additional	07/01/2024 Additional
GROUP A	\$ 32.80	\$ 3.00*	\$ 2.50*
GROUP B	33.00	3.00*	2.50*
GROUP C	33.20	3.00*	2.50*
GROUP D	33.40	3.00*	2.50*
GROUP E	36.00	3.00*	2.50*

\*To be allocated at a later date.

**NOTE ADDITIONAL AMOUNTS FOR THE FOLLOWING CONDITIONS:**

- A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$3.00 per hour.
- When an employee is required by the employer and/or by the material data safety sheets of a product, during its application, to wear a half or full face replaceable cartridge respirator for more then (2) hours, then in such case said employee(s) will be paid the Group E rate for the shift.

**IMPORTANT NOTES:**

- Laborer tasks on Renewable Energy and Green Energy construction work shall be paid at the appropriate Heavy & Highway rates.
- Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 23.11

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

- If Holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on Saturday, it will be celebrated on Saturday.
- An Employee must work the scheduled working day before and the scheduled working day after a holiday to receive holiday pay. However, an employee not able to report because of proven sickness, death in immediate family, or accident shall be entitled to holiday pay.

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms at the following percentage of Journeyman's GROUP B wage:

1st	2nd	3rd	4th
70%	80%	85%	90%

**SUPPLEMENTAL BENEFITS per hour:**

1st term	\$ 20.86
2nd term	21.61
3rd term	21.99
4th term	22.36

2-785h

**Laborer - Tunnel**

**01/01/2023**

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT** 2

**ENTIRE COUNTIES**

Broome, Chemung, Cortland, Schuyler, Steuben, Tioga, Tompkins

**PARTIAL COUNTIES**

Chenango: Entire County except the Townships of Sherburne, Columbus, and New Berlin.  
 Delaware: Only the Townships of Sidney, Masonville, Walton, Tompkins, Deposit, Hancock and Colchester.

**WAGES**

Per hour:

GROUP A: Change House Man

GROUP B: Miners and all Machine Men, Safety Miner, All Shaft work, Caisson work, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting pot to nozzle, Bit Grinder, Signal Man (top and bottom), Concrete Man, Shield Driven Tunnels, mixed face and soft ground, liner plate tunnels in free air.

**GROUP C: Blaster**

GROUP D: Hazardous waste removal work on a State and/or Federally designated waste site where relevant State and/or Federal regulations require employees to use or wear required forms of personal protection.

	07/01/2022	07/01/2023 Additional	07/01/2024 Additional
Group A	\$ 35.98	\$ 3.00*	\$ 2.00*
Group B	36.18	3.00*	2.00*
Group C	38.98	3.00*	2.00*
Group D	39.18	3.00*	2.00*

\*To be allocated at a later date.

**NOTE ADDITIONAL AMOUNTS FOR THE FOLLOWING CONDITIONS:**

- A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$3.00 per hour.
- When an employee is required by the employer and/or by the material data safety sheets of a product, during its application, to wear a half or full face replaceable cartridge respirator for more then (2) hours, then in such case said employee(s) will be paid the Group D rate for the shift.

**IMPORTANT NOTE:** Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 23.11

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

- If Holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on Saturday, it will be celebrated on Saturday.
- An Employee must work the scheduled working day before and the scheduled working day after a holiday to receive holiday pay. However, an employee not able to report because of proven sickness, death in immediate family, or accident shall be entitled to holiday pay.

**HOLIDAY**

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

If the holiday falls on Saturday, it will be celebrated on Friday. If the holiday falls on Sunday, it will be celebrated on Monday

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms at the following percentage of Group B wage

1st	2nd	3rd	4th
70%	80%	85%	90%

**SUPPLEMENTAL BENEFITS per hour:**

1st Term	\$ 7.75
2nd Term	7.75
3rd Term	15.51
4th Term	23.11

2-785T

**Lineman Electrician**

**01/01/2023**

**JOB DESCRIPTION** Lineman Electrician

**DISTRICT** 6

**ENTIRE COUNTIES**

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

**WAGES**

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

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

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

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

Per hour:	07/01/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	56.00	57.40	58.90
Welder, Cable Splicer	56.00	57.40	58.90
Digging Mach. Operator	50.40	51.66	53.01
Tractor Trailer Driver	47.60	48.79	50.07
Groundman, Truck Driver	44.80	45.92	47.12
Equipment Mechanic	44.80	45.92	47.12
Flagman	33.60	34.44	35.34

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

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

Lineman, Technician	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	56.00	57.40	58.90
Cable Splicer	61.60	63.14	64.79
Certified Welder - Pipe Type Cable	58.80	60.27	61.85
Digging Mach. Operator	50.40	51.66	53.01
Tractor Trailer Driver	47.60	48.79	50.07
Groundman, Truck Driver	44.80	45.92	47.12
Equipment Mechanic	44.80	45.92	47.12
Flagman	33.60	34.44	35.34

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

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

Lineman, Tech, Welder	\$ 57.32	\$ 58.72	\$ 60.22
Crane, Crawler Backhoe	57.32	58.72	60.22
Cable Splicer	63.05	64.59	66.24
Certified Welder - Pipe Type Cable	60.19	61.66	63.23
Digging Mach. Operator	51.59	52.85	54.20
Tractor Trailer Driver	48.72	49.91	51.19
Groundman, Truck Driver	45.86	46.98	48.18
Equipment Mechanic	45.86	46.98	48.18
Flagman	34.39	35.23	36.13

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

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

Lineman, Tech, Welder	\$ 58.51	\$ 59.91	\$ 61.41
Crane, Crawler Backhoe	58.51	59.91	61.41
Cable Splicer	58.51	59.91	61.41
Digging Mach. Operator	52.66	53.92	55.27
Tractor Trailer Driver	49.73	50.92	52.20

Groundman, Truck Driver	46.81	47.93	49.13
Equipment Mechanic	46.81	47.93	49.13
Flagman	35.11	35.95	36.85

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

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

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

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

	07/01/2022	05/01/2023	05/06/2024
Journeyman	\$ 25.90 *plus 7% of the hourly wage paid	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid
Journeyman Lineman or Equipment Operators with Crane License	\$ 27.90 *plus 7% of the hourly wage paid	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid

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

**OVERTIME PAY**

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

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

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

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

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

SUPPLEMENTAL BENEFITS per hour:

	07/01/2022	05/01/2023	05/06/2024
	\$ 25.90 *plus 7% of the hourly wage paid	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid

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

6-1249a

**Lineman Electrician - Teledata**

**01/01/2023**

**JOB DESCRIPTION** Lineman Electrician - Teledata  
**ENTIRE COUNTIES**

**DISTRICT 6**

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).

	07/01/2022	01/01/2023	01/01/2024	01/01/2025
Cable Splicer	\$ 36.28	\$ 37.73	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Groundman	\$ 18.25	\$ 18.98	\$ 19.74	\$ 20.53

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2022	01/01/2023	01/01/2024	01/01/2025
Journeyman	\$ 5.14 *plus 3% of the hourly wage paid	\$ 5.14 *plus 3% of the hourly wage paid	\$ 5.14 *plus 3% of the hourly wage paid	\$ 5.14 *plus 3% of the hourly wage paid

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

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

**HOLIDAY**

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

6-1249LT - Teledata

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

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

**DISTRICT** 6

**ENTIRE COUNTIES**

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

**WAGES**

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

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

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

Per hour:	07/01/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 48.19	\$ 49.32	\$ 50.54
Crane, Crawler Backhoe	48.19	49.32	50.54
Certified Welder	50.60	51.79	53.07
Digging Machine	43.37	44.39	45.49
Tractor Trailer Driver	40.96	41.92	42.96
Groundman, Truck Driver	38.55	39.46	40.43
Equipment Mechanic	38.55	39.46	40.43
Flagman	28.91	29.59	30.32

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

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

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

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

	07/01/2022	05/01/2023	05/06/2024
Journeyman	\$ 25.90 *plus 7% of the hourly wage paid	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid
Journeyman Lineman or Equipment Operators with Crane License	\$ 27.90 *plus 7% of the hourly wage paid	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid

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

**OVERTIME PAY**

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

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

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

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

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

**REGISTERED APPRENTICES**

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

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

SUPPLEMENTAL BENEFITS per hour:

	07/01/2022	05/01/2023	05/06/2024
	\$ 25.90 *plus 7% of	\$ 26.40 *plus 7% of	\$ 26.90 *plus 7% of

the hourly wage paid                      the hourly wage paid                      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** **01/01/2023**

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

**ENTIRE COUNTIES**

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

**WAGES**

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

Per hour:	07/01/2022	01/01/2023
Tree Trimmer	\$ 28.25	\$ 29.80
Equipment Operator	24.98	26.35
Equipment Mechanic	24.98	26.35
Truck Driver	20.80	21.94
Groundman	17.13	18.07
Flag person	13.20*	13.20*

\*NOTE- Rate effective 12/31/2022: \$14.20

**SUPPLEMENTAL BENEFITS**

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

	07/01/2022	01/01/2023
Journeyman	\$ 10.23	\$ 10.48
	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

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

**HOLIDAY**

Paid: See (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** **01/01/2023**

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

**ENTIRE COUNTIES**

Cortland, Tompkins

**WAGES**

Per hour:	07/01/2022
Building:	
Brick/Blocklayer, Cement Mason	\$ 33.63
Plasterer/EFIS, Stone Mason, Tuck Pointer	

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.



NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 24.74

**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:

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

1st	2nd	3rd	4th
\$ 21.50	\$ 26.54	\$ 27.65	\$ 30.27

Supplemental Benefits per hour:

1st	2nd	3rd	4th
\$ 21.56	\$ 21.62	\$ 23.91	\$ 24.70

5-3B lth - Z2

**Mason - Heavy&Highway**

**01/01/2023**

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 5

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

Erie: Only the Bricklayer classification applies.

Niagara: Only the Bricklayer classification applies.

**WAGES**

Per hour: 07/01/2022

Heavy & Highway:

Cement Mason \$ 34.88

Bricklayer 34.88

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 23.53

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

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

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

Supplemental benefits per hour:

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

5-3h

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**Mason - Tile Finisher**

**01/01/2023**

**JOB DESCRIPTION** Mason - Tile Finisher

**DISTRICT 5**

**ENTIRE COUNTIES**

Broome, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

**PARTIAL COUNTIES**

Allegany: Towns of Alfred, Almond, Andover and Burns.

**WAGES**

Wages	
Per hour:	07/01/2022
Building:	
Marble, Slate, Terrazzo and Tile Finisher	\$ 30.86

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 18.61
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**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:

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

1st	2nd	3rd
\$ 18.52	\$ 21.60	\$ 24.69

Supplemental benefits per hour:

1st	2nd	3rd
\$ 12.17	\$ 12.28	\$ 16.44

5-3TF - Z4

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**Mason - Tile Setter**

**01/01/2023**

**JOB DESCRIPTION** Mason - Tile Setter

**DISTRICT 5**

**ENTIRE COUNTIES**

Broome, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

**PARTIAL COUNTIES**

Allegany: Towns of Alfred, Almond, Andover and Burns.

**WAGES**

Wages	
Per Hour:	07/01/2022
Building:	
Marble, Slate, Terrazzo and Tile Setter	\$ 33.69

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 21.56

**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:

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

1st	2nd	3rd	4th
\$ 20.21	\$ 23.58	\$ 26.95	\$ 30.32

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 12.29	\$ 12.42	\$ 21.30	\$ 21.43

5-3TS - Z4

**Millwright**

**01/01/2023**

**JOB DESCRIPTION** Millwright

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

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

Per hour: 07/01/2022

Millwright - Power Generation \$ 41.23

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

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

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Journeyman \$ 26.72\*

\*NOTE: Subject to OT premium

**OVERTIME PAY**

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

\*NOTE - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

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

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

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

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

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.83
Appr. 2nd year	22.26
Appr. 3rd year	23.74
Appr. 4th year	25.24

6-1163Power

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

**JOB DESCRIPTION** Millwright

**DISTRICT** 6

**ENTIRE COUNTIES**

Chemung, Cortland, Livingston, Monroe, Ontario, Orleans, Schuyler, Steuben, Tompkins, Wayne, Wyoming

**WAGES**

Per hour: 07/01/2022

Building	\$ 33.11
Heavy & Highway*	35.11

\* Effective 5/01/2019, all Heavy & Highway (H/H) Millwright construction will be paid at the rate indicated above.

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

- Certified Welders shall receive an additional \$1.75 per hour provided he/she is directed to perform certified welding.
- On Building projects, If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive an additional \$1.50 per hour.
- 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.
- 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:

Journeyman	\$ 25.32
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**OVERTIME PAY**

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

\*NOTE - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

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

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

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

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

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.58
Appr. 2nd year	21.20
Appr. 3rd year	22.57
Appr. 4th year	23.95

6-1163

**Operating Engineer - Building**

**01/01/2023**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT 6**

**ENTIRE COUNTIES**

Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

**WAGES**

NOTE:

---If a prime contract is let for site work only, meaning no buildings are involved in their site contract, the Heavy/Highway rates would be applicable. When a prime contract is let for site work and building excavation is part of that contract, the Building rates would be applicable for the Operators classification.

---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C.

CLASSIFICATION A1: Cranes, all types\* (Includes Boom Truck, Cherry Picker, Dragline, Overhead Crane, Pile Driver, Truck Crane)

CLASSIFICATION A: Air Plako, Asphalt & Blacktop Roller, Automated Concrete Spreader (CMI or equivalent), Automated Fine Grade Machine (CMI), Backhoe, Barrel Shredder, Belt Placer, Blacktop Spreader (such as Barber-Greene & Blaw Knox), Blacktop Plant (automated), Blast or Rotary Drill (Truck or Cat mounted), Burning Plant Operator, Cableway, Caisson Auger, Central Mix Plant (automated), Concrete Pump, Crusher (Rock), Derrick, De-watering Press, Diesel Power Unit, Dirt Filter Press with Operation Equipment, Dredge, Dual Drum Paver, Elevating Grader (self-propelled or towed), Elevator Hoist - Two Cage, Excavator - all purpose hydraulically operated, Fork Lift (Loed/Lull and other rough terrain type), Front End Loader (4 c.y. and over), Gradall, Grader (Power), Head Tower (Saurman or equal), Hoist (2 or 3 Drum), Hydroblaster (Laser Pump), Light Plants - Compressors and Generators, Locomotive, Maintenance Engineer, Maintenance Welder, Mine Hoist, Mucking Machine or Mole, Quarry Master or Equivalent, Refrigeration Equipment (for soil stabilization), Scraper, Sea Mule, Shovel, Side Boom, Slip Form Paver, Straddle Buggy (Ross Carrier, Lumber Carrier), Tractor Drawn Belt Type Loader (Euclid Loader), Trenching Machine (digging capacity of over 4ft. depth), Truck or Trailer Mounted Log Chipper (self-feeder), Tug Operator (Manned, rented equipment excluded), Tunnel Shovel, Vibro or Sonic Hammer Controls (when not mounted in proximity to Rig Operator), Work Boat Operator including LCM's.

CLASSIFICATION B: "A" Frame Truck, Back Dumps, Blacktop Plant (non-automatic), Boring Machine, Bulldozer, Cage-Hoist, Central Mix Plant (non-automated), Compressor, Pump, Generator or Welding machine (when used in battery of not more than five (5)), Concrete Paver (single drum over 16'), Core boring machine, Drill Rigs - tractor mounted, Elevator - as material hoist, Farm Tractor (with or without accessories), Fork Lift (over 10 ton with or without attachments), Front End Loader (under 4 c.y.), Grout Pump, Gunit Machine, High Pressure Boiler (15 lbs. & over), Hoist (one drum), Hydraulic Breaking Hammer (Drop Hammer), Kolman Plant Loader (screening gravel), Maintenance Grease Man, Mixer for stabilized base - self-propelled (Seaman Mixer), Monorail Machine, Parapet Concrete or Pavement Grinder, Parts Man, Post Driver (truck or tractor mounted), Post Hole Digger (truck or tractor mounted), Power Sweeper (Wayne or similar), Pump-Crete or Squeeze-Crete, Road Widener (front end of Grader or self-propelled), Roller, Self-contained hydraulic bench drill, Shell Winder (motorized), Skid steer (Bobcat type loader), Snorkel (overhead arms), Snowblower control man, Tractor (with or without accessories), Trenching Machine (digging capacity of 4 ft. or less), Tugger Hoist, Vacuum Machine (self-propelled or mounted), Vibro Tamp, Well Drill / Well Point System (Submersible pumps when used in lieu of Well Point System), Winch (Motor driven), Winch Cat, Winch Truck

CLASSIFICATION C: Compressor (up to 500 cfm), Concrete Paver or Mixer (under 16'), Concrete Pavement Spreaders & Finishers (not automated), Conveyor (over 12 ft), Electric Submersible Pump (4" and over), Fine Grade Machine (not automated), Fireman, Fork Lift ("with or without" attachments, 10 ton and under), Form Tamper, Generator (2,500 watts and over), Hydraulic Pump, Mechanical Heaters (More than two (2) Mechanical Heaters or any Mechanical Heater or Heaters whose combined output exceeds 640,000 BTU per hour (manufacturer's rating) plus one self-contained heating unit - i.e. Sundog or Air Heat type - New Holland Hay Dryer type excluded), Mulching Machine, Oiler, Power Driven Welding Machine (300 amp and over, other than all electric. One Welding Machine under 300 amp will not require an engineer unless in a battery), Power Heaterman (hay dryer), Pumps (water and trash), Revinus Widener (road widener), Single Light Plant, Steam Cleaner or Jenny.

Per hour: Building 07/01/2022

Master Mechanic	\$ 43.42
Asst. Master Mechanic	42.42
Class A1*	42.92
Class A1-Tower Crane*	45.42
Class A	41.42
Class B	39.30
Class C	35.08

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

(\*) TONNAGE PREMIUMS:

- All cranes 65 ton to 199 ton capacity - A1 rate plus \$ 1.50
- All cranes 200 ton to 399 ton capacity - A1 rate plus \$ 2.50
- All cranes 400 ton capacity and over - A1 rate plus \$ 3.50

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 29.10
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**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

NOTE: If the holiday falls on Sunday, it will be celebrated on Monday.

**REGISTERED APPRENTICES**

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

1st year	60%
2nd year	65%
3rd year	70%
4th year	80%

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-158-545b.s

**Operating Engineer - Heavy&Highway**

**01/01/2023**

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

**DISTRICT** 6

**ENTIRE COUNTIES**

Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

**WAGES**

NOTE:

---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C

CLASS A: Asphalt Curb Machine (self-propelled, slipform); Asphalt Paver; Automated Concrete Spreader (CMI type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Backhoe Excavator, Full Swing (CAT 212 or similar type); Back Filling Machine; Belt Placer (CMI type); Blacktop Plant (automated); Boom Truck; Cableway; Bull Dozer being operated with active GPS; Caisson Auger; Central Mix Concrete Plant (automated); Cherry Picker\*; Concrete Curb Machine (self-propelled, slipform); Concrete Pump; Crane\*; Derricks\*; Directional Boring/Drilling Machine; Dragline\*; Dredge; Dual Drum Paver; Excavator (all purpose-hydraulic, Gradall or similar); Front End Loader (4 cu. yd. & over); Head Tower (Sauerman or equal); Hoist (two or three drum); Holland Loader; Maintenance Engineer; Mine Hoist; Mucking Machine or Mole; Overhead Crane\* (gantry or straddle type); Pavement Breaker (SP Wertgen; PB-4 and similar type); Profiler (over 105 h.p.); Pile Driver\*; Power Grader; Quad 9; Quarry Master (or equivalent); Scraper; Shovel; Side Boom; Slip Form Paver; Tractor Drawn Belt-Type Loader; Truck Crane\*; Truck or Trailer Mounted Chipper (self-feeder); Tug Operator (manned rented equipment excluded); Tunnel Shovel

CLASS B: Backhoe (tractor mounted, rubber tired); Bituminous Recycler Machine; Bituminous Spreader and Mixer; Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Bridge Deck Finishing Machine; Brokk; Cage Hoist; Central Mix Plant (non-automated) and All Concrete Batching Plants; Concrete Paver (over 16'); Crawler Drill (self-contained); Crusher; Diesel Power Unit; Drill Rigs (truck or tractor mounted); Front End Loader (under 4 cu. yd.); Greaseman - Lubrication Engineer; HiPressure Boiler (15 lbs & over); Hoist (one drum); Hydro-Axe; Kolman Plant Loader & similar type loaders; Locomotive; Material Handling Knuckle Boom; Mini Excavators (under 18,000 lbs.); Mixer (for stabilized base, self-propelled); Monorail Machine; Profiler (105 h.p. and under); Plant Engineer; Prentice Loader; Pug Mill; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above subgrade); Sea Mule; Self-contained ride-on Rock Drill (excluding Air-Track type drill); Skidder; Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Vacuum Machine (mounted or towed); Vermeer Saws (ride-on, any size or type); Welder; Winch and Winch Cat; Work Boat Operator including L.C.M.'s

CLASS C: "A" Frame Winch Hoist (On Truck); Aggregate Plant; Articulated Heavy Hauler; Asphalt or Concrete Grooving Machine (ride-on); Ballast Regulator (ride-on); Bituminous Heater (self-propelled); Boat (powered); Boiler (used in conjunction with production); Cement & Bin Operator; Compressors\*\*; Concrete Pavement Spreader and Finisher; Concrete Paver or Mixer (16' & under); Concrete Saw (self-propelled); Conveyor; Deck Hand; Directional Boring/Drilling Machine Locator; Drill (Core); Drill (Well); Dust Collectors\*\*; Electric Pump When Used in Conjunction with Well Point System; Farm Tractor with accessories; Fine Grade Machine; Fireman; Fork Lift; Form Tamper; Generators\*\*; Grout Pump; Guniting Machine; Hammers (hydraulic self-propelled); Heaters\*\*; Hydra-Spiker (ride-on); Hydraulic Pump (jacking system); Hydro-Blaster (water); Light Plants\*\*; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Post Hole Digger (excluding hand-held); Post Driver; Power Broom (towed); Power Heaterman; Power Sweeper; Pumps\*\*; Revinus Widener; Roller (subgrade & fill); Scarifier (ride-on); Shell Winder; Skid Steer Loader (Bobcat or similar); Span Saw (ride-on); Steam Cleaner; Tamper (ride-on); Tie Extractor (ride-on); Tie Handlers (ride-on); Tie Inserters (ride-on); Tie Spacers (ride-on); Tire Repair; Track Liner (ride-on); Tractor; Tractor (with towed accessories); Vacuum Machine (self-propelled); Vibratory Compactor; Vibro Tamp; Welding Machines\*\*; Well Point

\*\*CLASS C NOTE: Considered Hands-Off (unmanned). Includes only operation and maintenance of the equipment.

Per hour: H/H	07/01/2022
Master Mechanic	\$ 49.50
CLASS A*	48.15
CLASS B	47.27
CLASS C	43.99

(\*) Premiums for CRANES are based upon Class A rates with the following premiums:  
 ---Additional \$4.00 per hr for Tower Cranes, including self erecting.  
 ---Additional \$3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturer's rating of fifty tons and over.  
 ---Additional \$2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

Additional \$2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SINGLE IRREGULAR WORK SHIFT: Additional \$2.50 per hour for all employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.  
 NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2022
Journeyman	\$ 30.60

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. If an employee works on this Monday, they shall be compensated at double time plus the holiday pay (triple time). If a holiday falls on a Saturday, employees who work a Saturday Holiday shall be paid double time plus the holiday pay.

**REGISTERED APPRENTICES**

WAGES per hour: (1000) hour terms at the following percentage of Journeyman's CLASS B wage.

1st term	60%
2nd term	70%
3rd term	80%
4th Term	90%

Additional \$2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-158-545h

**Operating Engineer - Survey Crew**

**01/01/2023**

**JOB DESCRIPTION** Operating Engineer - Survey Crew

**DISTRICT** 12

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.  
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

**WAGES**

These rates apply to Building, Tunnel and Heavy Highway.

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.

07/01/2022

Party Chief	\$ 47.37
Instrument Person	43.51
Rod Person	32.26

Additional \$3.00/hr. for Tunnel Work  
Additional \$2.50/hr. for Hazardous Work Site

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 28.05
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**OVERTIME PAY**

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

\*Note: \$24.10/Hr. Only for "ALL" premium hours paid when worked.

**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:

07/01/2022

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

SUPPLEMENTAL BENEFIT per hour worked:



0-1000	\$ 19.83 / PHP \$17.03
1001-2000	22.85 / " 19.45
2001-3000	25.88 / " 21.93

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

**Operating Engineer - Survey Crew - Consulting Engineer** **01/01/2023**

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

**DISTRICT** 12

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schoenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

**PARTIAL COUNTIES**

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

**WAGES**

These rates apply to feasibility and preliminary design surveying, line and 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.

07/01/2022

Party Chief	\$ 47.37
Instrument Person	43.51
Rod Person	32.26

Additional \$3.00/hr. for Tunnel Work.

Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 28.05

**OVERTIME PAY**

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

\*Note: \$24.10/Hr. Only for "ALL" premium hours paid when worked.

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2022

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

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 19.83 / PHP \$17.03
1001-2000	\$ 22.85 / " 19.45
2001-3000	\$ 25.88 / " 21.93

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

**Operating Engineer - Tunnel** **01/01/2023**

**JOB DESCRIPTION** Operating Engineer - Tunnel

**DISTRICT** 7

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

**WAGES**

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor

Per hour: 07/01/2022

Master Mechanic	\$ 52.60
CLASS A	50.19
CLASS B	48.97
CLASS C	46.18
CLASS D	43.17

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection. Fringe benefits will be paid at the hourly wage premium.

**CRANES:**

Crane 1: All cranes, including self-erecting to be paid \$4.00 per hour over the Class A rate.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over to be paid \$3.00 per hour over Class A rate.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks, to be paid \$2.00 per hour over Class A rate.

Crane 1 \$ 54.19

Crane 2 53.19  
 Crane 3 52.19

**SUPPLEMENTAL BENEFITS**

Per hour:  
 \$ 23.70  
 + 9.35\*

\* This portion of benefits subject to same premium rate as shown for overtime wages.

**OVERTIME PAY**

See (B, B2, E, Q, X) on OVERTIME PAGE

**HOLIDAY**

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

If a holiday falls on Sunday, it shall be observed on Monday.

**REGISTERED APPRENTICES**

WAGES:(1000) hours terms at the following percentage of Journeyman's Class B wage.

1st term 60%  
 2nd term 65%  
 3rd term 70%  
 4th term 75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

7-158-832TL.

**Painter**

**01/01/2023**

**JOB DESCRIPTION** Painter

**DISTRICT 2**

**ENTIRE COUNTIES**

Cortland, Tompkins

**WAGES**

Per hour:	07/01/2022	05/01/2023	05/01/2024
Painter	\$ 26.64	Additional \$ 1.35*	Additional \$ 1.35*
Taper, Paperhangers, and Vinyl hangers	27.97	1.42*	1.42*

\*To be allocated at a later date.

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):

- Additional \$ 1.10 per hour for Brush and Roll Epoxy (Solvent Base Only)
- Additional \$ 0.60 per hour for Swing Scaffold, Boatswain chair, Spray helper, Steam cleaning acid and high pressure water, Power grinders with respirator
- Additional \$ 0.60 per hour for Structural steel (buildings) defined as new or old construction where ceilings, walls or the steel itself is to be painted from open trusses which require climbing or crawling without the support of solid scaffolding or scaffolding starting at the floor or ground level.
- Additional \$ 1.00 per hour for Spray Painting
- Additional \$ 1.00 per hour for Steeple Jack (Over 100 feet)
- Additional \$ 1.50 per hour for Spray Epoxy (Solvent Based)
- Additional \$ 0.90 per hour for Sandblasting

NOTE - SEE BRIDGE PAINTER RATES FOR BRIDGES & TANKS

\*\* IMPORTANT NOTICE - EFFECTIVE 04/01/2009 \*\*

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour:  
 Journeyman \$ 22.24

**OVERTIME PAY**

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

\*Saturday is also payable at the straight time rate if the employee misses work, except where a doctor or hospital's verification of illness is produced Monday through Friday when work was available to the employee. Saturday is not a make-up day when work is missed as a result of a Holiday.

If working 4 (four) 10 (ten) hour day schedule, Friday will be the makeup day.

**HOLIDAY**

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

A Holiday that falls on a Sunday will be celebrated on Monday, a holiday that falls on a Saturday will be celebrated on Friday.

**REGISTERED APPRENTICES**

WAGES:

Painter: 750 hour terms at the Painter Apprentice wage rate:

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

Taper: 750 hour terms at the following Journeyman Taper Apprentice wage rate:

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

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):

- Additional \$ 1.10 per hour for Brush and Roll Epoxy (Solvent Base Only)
- Additional \$ 0.60 per hour for Swing Scaffold, Boatswain chair, Spray helper, Steam cleaning acid and high pressure water, Power grinders with respirator
- Additional \$ 0.60 per hour for Structural steel (buildings) defined as new or old construction where ceilings, walls or the steel itself is to be painted from open trusses which require climbing or crawling without the support of solid scaffolding or scaffolding starting at the floor or ground level.
- Additional \$ 1.00 per hour for Spray Painting
- Additional \$ 1.00 per hour for Steeple Jack (Over 100 feet)
- Additional \$ 1.50 per hour for Spray Epoxy (Solvent Based)
- Additional \$ 0.90 per hour for Sandblasting

SUPPLEMENTAL BENEFITS per hour:

Painter/Decorator:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 6.00	\$ 7.00	\$ 8.00	\$ 9.10	\$ 11.00	\$ 11.00	\$ 13.00	\$ 14.00

Taper/Drywall Finisher:

1st	2nd	3rd	4th	5th	6th
\$ 6.00	\$ 7.00	\$ 8.00	\$ 10.00	\$ 13.00	\$ 14.00

2-178 I

**Painter**

**01/01/2023**

**JOB DESCRIPTION** Painter

**DISTRICT 3**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2022

Bridge	\$ 41.06
Tunnel	41.06
Tank*	39.06

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 29.89

**OVERTIME PAY**

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

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

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

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

Supplemental benefits per hour:

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

3-4-Bridge, Tunnel, Tank

**Painter - Metal Polisher**

**01/01/2023**

**JOB DESCRIPTION** Painter - Metal Polisher

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

	07/01/2022
Metal Polisher	\$ 37.78
Metal Polisher*	38.80
Metal Polisher**	41.78

\*Note: Applies on New Construction & complete renovation

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

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2022

Journeyworker:	
All classification	\$ 11.24

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

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

07/01/2022

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

\*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

1st year	\$ 7.99
2nd year	7.99
3rd year	7.99

8-8A/28A-MP

**Plumber**

**01/01/2023**

**JOB DESCRIPTION** Plumber

**DISTRICT 6**

**ENTIRE COUNTIES**

Chemung, Cortland, Onondaga, Schuyler, Tompkins

**PARTIAL COUNTIES**

Madison: Only the Townships of Sullivan, Cazenovia and DeRuyter.

Seneca: Only the Townships of Covert and Lodi.

Steuben: Only the Townships of Addison, Bath, Bradford, Campbell, Caton, Corning, Erwin, Hornby, Lindley, Pulteney, Rathbone, Thurston, Tuscarora, Urbana and Wayne.

Tioga: Only the Townships of Barton, Berkshire, Candor, Richford, Spencer, Nichols and Tioga.

**WAGES**

Per hour:	07/01/2022	05/01/2023 Additional
Plumber/Steamfitter	\$ 39.51	\$ 3.00*
Pipefitter/Welder/HVAC	39.51	
Refrigeration	39.51	

\*To be allocated at a later date.

SINGLE IRREGULAR WORK SHIFT: Additional 15% premium added to the wages above for a single irregular work shift outside of normal working hours.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 26.40
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\*NOTE: \$10.27 of the supplemental benefits are paid at the same premium as shown for overtime work performed at semi-conductor manufacturer and/or fabrication plants.

**OVERTIME PAY**

Time and one half for the 9th & 10th hours Monday thru Friday and first 10 hours on Saturday. All other overtime hours are double-time.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Saturday, the holiday will be observed on the prior Friday. If a holiday falls on Sunday, it will be observed on the following Monday.

**REGISTERED APPRENTICES**

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

1st	2nd	3rd	4th	5th
50%	55%	60%	70%	85%

SUPPLEMENTAL BENEFITS per hour\*:

1st	\$ 12.53
2nd	23.09
3rd	23.46
4th	24.19
5th	25.30

\*NOTE: Below is the portion of supplemental benefits paid at overtime premiums for work performed at semi-conductor manufacturer and/or fabrication plants:

1st	n/a
2nd	\$ 8.58
3rd	\$ 8.77
4th	\$ 9.14
5th	\$ 9.71

6-81-SF

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**Roofer** **01/01/2023**

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**JOB DESCRIPTION** Roofer

**DISTRICT** 2

**ENTIRE COUNTIES**

Broome, Chemung, Chenango, Delaware, Otsego, Schoharie, Schuyler, Steuben, Tioga, Tompkins

**WAGES**

Per hour: 07/01/2022

Roofer, Waterproofer \$ 29.05

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount not subject to overtime premiums):

- On days where more than one shift is worked on the job, the hours worked after 4:30 PM and before 6:30 AM will be paid an additional \$1.90 per hour premium. This premium is not for use in emergency repair situations.
- Premium of \$0.75 per hour will be paid for the application, rip-off or handling of pitch products. The premium will be paid for pitch that is showing, covered or buried on the roof.
- Premium of \$0.70 per hour will be paid when half faced respirator is required by Employer, Building Owner, or Public Entity.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 18.29

**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: Six month terms at the following percentage of Journeyman's wage.

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

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount not subject to overtime premiums):

- On days where more than one shift is worked on the job, the hours worked after 4:30 PM and before 6:30 AM will be paid an additional \$1.90 per hour premium. This premium is not for use in emergency repair situations.
- Premium of \$0.75 per hour will be paid for the application, rip-off or handling of pitch products. The premium will be paid for pitch that is showing, covered or buried on the roof.
- Premium of \$0.70 per hour will be paid when half faced respirator is required by Employer, Building Owner, or Public Entity.

SUPPLEMENTAL BENEFITS per hour:

1st term	\$ 14.43
2nd term	14.92
3rd term	15.40
4th term	15.88
5th term	16.37
6th term	17.32

2-203elmi

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

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**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT** 2

**ENTIRE COUNTIES**

Allegany, Broome, Chemung, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

**WAGES**

Per hour:

	07/01/2022	05/01/2023 Additional	05/01/2024 Additional
Sheetmetal Worker	\$ 35.30	\$ 1.75*	\$ 1.75*
Polyresin Fiberglass	35.40	1.75*	1.75*
CAD Operator	36.30	1.75*	1.75*

\*To be allocated at a later date.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman: \$ 21.21

**OVERTIME PAY**

See (\*B1, Q) on OVERTIME PAGE

\*On Saturday, time and one half of the hourly rate for the first ten (10) hours, then two (2) times the hourly wage rate for all hours after ten (10) hours worked.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Holidays are observed on the Holiday, not on the day that it is locally observed.

**REGISTERED APPRENTICES**

WAGES per hour:

Half Year Terms

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2021	21.18	21.18	22.95	24.71	26.48	28.24	30.00	31.78

SUPPLEMENTAL BENEFITS per hour:

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2021	1.68	1.68	17.70	17.78	17.86	17.94	18.02	18.10 2-112

**Sprinkler Fitter 01/01/2023**

**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour 07/01/2022

Sprinkler Fitter \$ 38.15

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyperson \$ 27.68

**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
\$ 18.30	\$ 20.34	\$ 22.12	\$ 24.15	\$ 26.19	\$ 28.22	\$ 30.25	\$ 32.29	\$ 34.32	\$ 36.35



Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.37	\$ 8.37	\$ 19.76	\$ 19.76	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01 1-669

**Teamster - Building** **01/01/2023**

**JOB DESCRIPTION** Teamster - Building

**DISTRICT** 6

**ENTIRE COUNTIES**

Broome, Cayuga, Cortland, Delaware, Onondaga, Seneca, Tompkins, Yates

**PARTIAL COUNTIES**

Allegany: Only the Townships of Almond, Burns, and Alfred.

Chenango: Only the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Madison: Only the Townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Nelson and Sullivan.

Oswego: All Townships except Redfield, Boylston and Sandy Creek.

Otsego: Only the Townships of Butternuts, Laurens, Maryland, Millford, Morris, Oneonta, Otego, Unadilla, and Worchester.

Steuben: Only the Townships of Prattsburg, Canisteo, Fremont, Cohoctan, Dansville, Hornell, Hartsville, Greenwood, West Union, Troupsburg, and Jasper.

Tioga: Only the Townships of Berkshire, Candor, Newark Valley, Nichols, Owego, Richford, and Tioga. All territory east of Nichols/Smithboro to Broome County, within State of New York.

**WAGES**

GROUP A: Straight Trucks

GROUP B: Tractor Trailer, Farm Tractor, Fuel Truck.

GROUP C: Euclid.

GROUP D: On site Mechanic.

Per hour: 07/01/2022

Building: (under \$ 5 million\*)

GROUP A	\$ 24.43
GROUP B	24.43
GROUP C	24.43
GROUP D	24.43

Building: (over \$ 5 million\*)

GROUP A	\$ 25.48
GROUP B	25.58
GROUP C	25.83
GROUP D	25.63

\* Total project cost including General Construction, Plumbing, HVAC and Electrical

**SUPPLEMENTAL BENEFITS**

Per hour:

(under \$5 million\*) \$ 28.63

(over \$5 million\*) 29.37

\* Total project cost including General Construction, Plumbing, HVAC and Electrical

**OVERTIME PAY**

(D, O) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

6-317

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

**JOB DESCRIPTION** Teamster - Heavy&Highway

**DISTRICT** 6

**ENTIRE COUNTIES**

Cayuga, Cortland, Seneca, Tompkins, Yates

**PARTIAL COUNTIES**

Allegany: Only the Townships of Almond, Alfred, Burns and West Almond.

Steuben: Only the Townships of Canisteo, Cohocton, Dansville, Fremont, Greenwood, Hartsville, Hornell, Jasper, Prattsburg, Troupsburg, and West Union.

**WAGES**

GROUP 1: Warehousemen\*, Yardmen\*, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers & Receivers\*, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers, Tandems & Batch Trucks, Mechanics, Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks and Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

\*NOTE: Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

GROUP 2: Specialized Earth Moving Equipment-Euclid type, or similar off-highway equipment, where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck, Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

Per hour:	07/01/2022	07/01/2023	07/01/2024
GROUP 1	\$ 30.41	\$ 32.24	\$ 34.21
GROUP 2	30.61	32.44	34.41

NOTE: For all work bid, there shall be a twelve month carryover of the rates in effect at the time of the bid.

Four (4), ten (10) hour days may be worked at straight time during a week.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2022	07/01/2023	07/01/2024
Journeyman	\$ 27.65	\$ 28.32	\$ 28.85

**OVERTIME PAY**

See (B, B2, E2, J) on OVERTIME PAGE

**HOLIDAY**

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

6-317(Syr)

**Welder**

**01/01/2023**

**JOB DESCRIPTION** Welder

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour 07/01/2022

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

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

**OVERTIME PAY**

**HOLIDAY**

1-As Per Trade

## Overtime Codes

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

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

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

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

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

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

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

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

( 29 )      Juneteenth





NEW YORK STATE DEPARTMENT OF LABOR  
Bureau of Public Work - 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://applications.labor.ny.gov/EDList/searchPage.do>

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





**NYSDOL Bureau of Public Work Debarment List 01/13/2023**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC	*****2591	AVI 212 INC.		260 CROPSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026

**NYSDOL Bureau of Public Work Debarment List 01/13/2023**

**Article 8**

DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTIN G AND CARMODY CONTRACTIN G CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANO A/K/A CHRIS PAPASTEFANO		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026

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DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	NYC		FRANK MAINI		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASSELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
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	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
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

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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	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN LUCIANO			05/14/2018	05/14/2023
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	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
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	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026

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DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	*****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	*****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023
DOL	NYC		NAVIT SINGH		402 JERICO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027

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DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL	*****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
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	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	AG	*****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTION	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSE SAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023

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DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	*****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025



**NYS DOL Bureau of Public Work Debarment List 01/13/2023**

**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		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBASHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTION	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTING, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023

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**APPENDIX B: DAVIS-BACON FEDERAL WAGE**  
**RATES**

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"General Decision Number: NY20230024 01/06/2023

Superseded General Decision Number: NY20220024

State: New York

Construction Type: Highway

County: Tompkins County in New York.

HIGHWAY CONSTRUCTION PROJECTS

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)(2)-(60).

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 \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
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 \$12.15 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 2023.

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                              01/06/2023

BRNY0003-006 07/01/2022

ITHACA CHAPTER

	Rates	Fringes
BRICKLAYER		
BUILDING CONSTRUCTION		
Bricklayers, Cement Masons, Stone Masons, Pointers, Caulkers and Cleaners.....	\$ 33.63	24.34
Marble Masons, Tile Layers and Terrazzo Workers.....	\$ 33.69	21.16
CEMENT MASON/CONCRETE FINISHER		
HEAVY/HIGHWAY CONSTRUCTION		
Cement Masons.....	\$ 34.88	23.10

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 CARP0277-021 07/01/2022

	Rates	Fringes
CARPENTER.....	\$ 34.13	25.30

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 ELEC0043-002 06/01/2022

GROTON TOWNSHIP ONLY

	Rates	Fringes
Electricians:		
CABLE SPLICING.....	\$ 46.20	30.43
ELECTRICIANS.....	\$ 42.00	30.43

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 ELEC1249-003 05/04/2020

	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.....	\$ 27.72	6.75%+33.90
Groundman (Truck Driver)....	\$ 36.96	6.75%+33.90
Groundman Truck Driver (tractor trailer unit).....	\$ 39.27	6.75%+33.90
Lineman & Technician.....	\$ 46.20	6.75%+33.90
Mechanic.....	\$ 36.96	6.75%+33.90

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.

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 ELEC1249-004 05/03/2021

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.....	\$ 32.82	7%+34.40
Groundman digging machine operator.....	\$ 49.23	7%+34.40
Groundman truck driver (tractor trailer unit).....	\$ 46.50	7%+34.40
Groundman Truck driver.....	\$ 43.76	7%+34.40
Lineman and Technician.....	\$ 54.70	7%+35.40
Mechanic.....	\$ 43.76	7%+34.40

Substation:

Cable Splicer.....	\$ 60.17	7%+35.40
Flagman.....	\$ 32.82	7%+34.40
Ground man truck driver....	\$ 43.76	7%+34.40
Groundman digging machine operator.....	\$ 49.23	7%+34.40
Groundman truck driver (tractor trailer unit).....	\$ 46.50	7%+34.40
Lineman & Technician.....	\$ 54.70	7%+35.40
Mechanic.....	\$ 43.76	7%+34.40

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.....	\$ 61.62	7%+35.40
Flagman.....	\$ 33.61	7%+34.40
Groundman Digging Machine Operator.....	\$ 50.42	7%+34.40
Groundman Truck Driver (tractor-trailer unit).....	\$ 47.62	7%+34.40
Groundman Truck Driver.....	\$ 44.82	7%+34.40
Lineman & Technician.....	\$ 56.02	7%+35.40
Mechanic.....	\$ 44.82	7%+34.40

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.

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 ELEC1249-008 01/01/2022

	Rates	Fringes
ELECTRICIAN (Line Construction)		
TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer.....	\$ 36.28	3%+5.14
Groundman.....	\$ 18.25	3%+5.14
Installer Repairman-Teledata Lineman/Technician-Equipment Operator.....	\$ 34.43	3%+5.14
Tree Trimmer.....	\$ 28.25	3%+10.23

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.

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 ENGI0158-020 07/01/2022

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 48.15	30.55
GROUP 2.....	\$ 47.27	30.55
GROUP 3.....	\$ 43.99	30.55
GROUP 4.....	\$ 52.15	30.55
GROUP 5.....	\$ 51.15	30.55
GROUP 6.....	\$ 50.15	30.55
GROUP 7.....	\$ 49.50	30.55

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck , Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self Propelled, Slipform, Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader ( 4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.)

Quad 9, Quarry Master (or equivalent), Scraper, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (NonAutomated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill, Self-contained, Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders, L.C.M. Work Boat Operator, Locomotive Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier, ride-on, Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw, ride-on, Steam Cleaner, Pug Mill, Pump Crete Ready Mix Concrete Plant Refrigeration Equipment (for soil stabilization)Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill, Excluding Air-Track Type Drill, Skidder, Tractor with Dozer and/or Pusher, Trencher. Tugger Hoist, Vermeer saw (ride on, any size or type), Winch, Winch Cat

GROUP 3: A Frame Winch Hoist on Truck , Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving, Machine (ride on), Ballast Regulator, Ride-on Boiler (used in conjunction with production), Bituminous Heater, self-propelled, Boat (powered), Cement and Bin Operator, Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants, Heaters (hands-off equipment), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill, (Core), Drill, (Well,) Farm Tractor with accessories, Fine Grade Machine, Tamper, ride-on, Tie Extractor, ride-on, Tie Handler, ride-on, Tie Inserter, ride-on, Tie Spacer, ride-on, Tire Repair, Track Liner, ride-on, Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor



Day, Thanksgiving Day, Christmas Day provided the employee has worked the working day before and the working day after the holiday.

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 IRON0060-004 07/01/2022

	Rates	Fringes
IRONWORKER		
Structural, Ornamental, Reinforcing, Pre-cast Concrete Erector, Machinery Mover & Rigger, Fence Erector, Stone Derrick-man, Welder, Sheeter, Sheeter Bucker-up..	\$ 31.25	30.53

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 LAB00785-018 07/01/2022

	Rates	Fringes
LABORER		
HEAVY & HIGHWAY:		
GROUP 1.....	\$ 33.00	22.51+a
GROUP 2.....	\$ 33.00	22.51+a
GROUP 3.....	\$ 33.20	22.51+a
GROUP 4.....	\$ 33.40	22.51+a
GROUP 5.....	\$ 36.00	22.51+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day, provided the employee works the working day before and the working day after the holiday.

LABORER CLASSIFICATIONS (HEAVY & HIGHWAY CONSTRUCTION)

GROUP 1: Laborers; Flaggers; Outboard and hand boats

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; Tampers; Drill Doctor; Tail or Screw Operator on Asphalt Paver; Water Pump Operator (1-1/2" and single diaphragm); Nozzle (asphalt, gunnite, seeding and sandblasting); Laborers on Chain Link Fence Erection; Rock Splitter and Power Unit; Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators; Wrecking Laborers

GROUP 3: All Rock or Drill Machine Operators (except quarry master and similar type); Acetylene Torch Operator; Asphalt Raker; Powderman

GROUP 4: Blasters; Form Setters; Stone or Granite Curb Setters

GROUP 5: Hazardous Waste Removal

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 PAIN0004-014 05/01/2022

	Rates	Fringes
Painters:		
Bridge Painting.....	\$ 41.06	29.59
Brush & Roll Epoxy.....	\$ 27.74	21.99
Sandblasting.....	\$ 27.54	21.99
Spray Epoxy.....	\$ 28.14	21.99
Spray Painting.....	\$ 27.64	21.99
Swing & Scaffold, Bosun Chair, Structural Steel, Window Platform.....	\$ 27.24	21.99

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 PLUM0267-006 05/01/2019

	Rates	Fringes
Plumber, Pipefitter, Steamfitter (Including HVAC Work).....	\$ 35.51	24.57

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 TEAM0317-006 07/01/2019

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 26.50	25.56+a
GROUP 2.....	\$ 26.70	25.56+a

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, provided the employee works the working day before and the working day after the holiday.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Yardman; Pickups; panel trucks; flatboy materials trucks (straight jobs); single axle dump trucks; dumpsters; receivers; greasers; truck tireman, tandems; batch truck; mechanics; semi- trailers; low-boy trucks; asphalt distributor trucks; agitator; mixer trucks and dumpcrete type vehicles; truck mechanic; fuel truck

GROUP 2: Specialized earth moving equipment - euclid type or similar off-highway equipment, where not self-loaded; straddle (ross) carrier; self-contained concrete mobile unit; off-highway tandem back dump; twin engine equipment; double-hitched equipment where not self-loaded

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

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 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) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

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## **APPENDIX C: PERMITS**

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No permits are anticipated.

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## **APPENDIX D: SIGN FACE LAYOUT**

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