

**County Road 57 (Cottage-Markham Road)  
Improvements  
At Intersection of Bentley Road  
P.I.N. 5759.09**

**Town of Dayton**

Prepared For:  
**Cattaraugus County  
Department of Public Works**

8810 Route 242  
Little Valley, NY 14755



**General Provisions and Proposal Booklet**

**January 2017**

Prepared By:

***GPI/Greenman-Pedersen, Inc.***  
Project Number 29041

CATTARAUGUS COUNTY DEPARTMENT OF PUBLIC WORKS

Instructions to Bidders.

Specifications and Related Documents

For

County Road 57 (Cottage-Markham Road)  
Improvements  
At Intersection of Bentley Road

Town of Dayton  
Cattaraugus County, NY

P.I.N. 5759.09

Cattaraugus County Department of Public Works

8810 Route 242

Little Valley, New York 14755

Tel. (716) 938-9121

Fax (716) 938-2754



# CATTARAUGUS COUNTY

## DEPARTMENT OF PUBLIC WORKS

*Development – Progress – Workmanship*

**Joseph T. Pillittere**  
*Commissioner*

**Ryan J. Ferguson**  
*Deputy Commissioner*

**Mark C. Burr, P.E.**  
*Director of Engineering*



**Jack Ellis Drive**  
**8810 Route 242**  
**Little Valley, New York 14755**  
**Phone (716) 938-9121**  
**FAX (716) 938-2753**

## ADVERTISEMENT FOR BIDS

Sealed bids for **Intersection Reconstruction of County Road #57 and Bentley Road**, according to specifications, will be received by the undersigned, at the Department of Public Works Facility, 8810 Route 242, Little Valley, New York, until **February 28, 2017 at 1:45 p.m.** after which they will be publicly opened at **2:00 P.M., (at the same location)**, by the undersigned, under the direction of the Public Works Committee of the Cattaraugus County Legislature. Each bid, at the time it is received, will be stamped showing date and time of receipt.

ALL BIDS MUST BE SEALED AND CLEARLY MARKED: Any bid not clearly marked will not be considered.

### **DPW BID #24 - Intersection Reconstruction of County Road #57 and Bentley Road**

Final Request for Information shall be 4:00 P.M. **February 22, 2017**. Final addendum shall be issued **February 23, 2017** at 2:00 P.M.

Copies of the proposed Contract Documents, Plans, Specifications and Instructions to Bidders will be available **February 3, 2017**, and may be secured online at [www.cattco.org/bid-request](http://www.cattco.org/bid-request) or at Cattaraugus County Department of Public Works, 8810 Route 242, Little Valley, New York 14755. Phone Dawn Smith at 938-9121, ext. 2465; OR Greenman-Pederson, Inc.; 4950 Genesee St., Buffalo, NY. There will be a **\$50.00** charge for each set of specifications, plus **\$8.00** postage if mailed. Checks are to be made payable to the Cattaraugus County Treasurer. The specifications for this project will be available for examination at the office of The specifications for this project will be available for examination at the office of Greenman-Pederson, Inc.; 4950 Genesee St., Buffalo, NY 14225 and Southern Tier Builders Association; 65 West Main St., Falconer, NY 14733, & on their web site, (STBA website at: [www.stba.com](http://www.stba.com)).

Login Page: <http://login.onlineplanservice.com/SP/code.aspx> Password: **NYBX17-00305-CR57**

Cattaraugus County Local Law 12-2012 as amended by Local Law 5-2015 requires that the County provide a copy of the Cattaraugus County Vendor Responsibility Form to the low bidder. The low bidder will have 5 business days to return the completed form unless the form was mailed by the county to the vendor, in which case they will have 10 business days from the date of the mailing to return the form. Failure by the low bidder to submit the form within the above time frame will lead to the automatic rejection of their bid. The contractor must also ensure that all subcontractors to be used on the project complete this form and submit it to the County for approval within 5 days of the preconstruction meeting. Failure to do so may lead to the rejection of the subcontractor at the County's discretion.

Currently the Commissioner of Public Works has approved the CCA-2 (New York State Vendor Responsibility Questionnaire For-Profit Construction) with attachments A, B, and C to serve as the Cattaraugus County Vendor Responsibility Form.

The full deposit, according to General Municipal Law, Less any postage costs, will be refunded for complete sets with no missing pages, returned in good condition (NOT MARKED IN OR WRITTEN IN) within 30 days of the award of contract. No refunds will be made for sets returned later than 30 days of the award of contract.

**All bids must be sent or delivered to Cattaraugus County Department of Public Works, 8810 Route 242, Little Valley, NY 14755. Attention: Dawn Smith.**

All bids must be accompanied by a NON-COLLUSIVE BIDDING CERTIFICATE and Bid Bond in the amount of 5% of bid total. All substitutions are to be submitted at time of bid as per the contract documents. No substitutions will be considered after the bid date. Any bid submitted without such certification and bid bond will not be accepted. Any bid not meeting ALL specifications will not be considered. Cattaraugus County reserves the right to reject any or all bids, to waive any informalities, and to accept the lowest responsible bid.

John Searles  
County Administrator  
County Center - 303 Court Street  
Little Valley, New York 14755



CATTARAUGUS COUNTY DEPARTMENT OF PUBLIC WORKS

DATE: January 2017

Department's Preliminary Estimate for Reconstruction of:

COUNTY ROAD 57 (COTTAGE-MARKHAM ROAD) IMPROVEMENTS  
AT INTERSECTION OF BENTLEY ROAD

TOWN OF DAYTON  
CATTARAUGUS COUNTY

Description: Reconfiguration of the County Road 57 (Cottage-Markham Road) and Bentley Road Intersection in the Town of Dayton. The existing intersection has poor geometry with limited sight distance. The improvement will involve constructing a curve connecting Bentley Road with the easterly leg of CR 57. The northerly leg of CR 57 will be reconstructed to form a "T" intersection with the Bentley Road/easterly leg of CR 57.

The roadway will have two 11' travel lanes with 5' shoulders. The project will include property acquisition, minor drainage work, new signage, pavement marking, and utility relocation.

Deposit Required..... 5% of Bid

Department's Estimated Cost of Work ..... Confidential

Date of Completion: No later than September 15, 2017.

Work to be done: The Contractor shall furnish all materials, equipment, tools and labor of every kind required to remove the existing roadway, construct new roadway and all other incidental work in the most substantial and workmanlike manner, and do everything required by the Contract Documents as defined herein.

The contract drawings give specific limits and dimensions of work to be completed. A general scope of work is given on page E-7 that denotes work to be done by the Contractor. All items of work are to be included in the unit prices bid listed in Section A. Survey and stakeout is the responsibility of the Contractor and shall be included in the itemized bid for item 625.01.

## GENERAL NOTE

In general, the New York State Department of Transportation Specifications of January 1, 2017, and all addenda in effect on the date of advertising for bids shall apply, except where modified in these specifications. Where reference is made to New York State, State Department of Transportation, Commissioner, etc., the appropriate Cattaraugus County department or official shall be substituted.

The Commissioner of the Cattaraugus County Department of Public Works shall make the final interpretations of any irregularities, ambiguities or questions arising out of these specifications and the New York State Department of Transportation Specifications used on this project.

The Proposal consisting of Bidding Forms, Required Certifications and Reference Sheet are included in Sections A and B. The submission of the completed forms and a duplicate will constitute a formal Bid. The entire proposal book, including completed forms, shall be submitted for the bid opening. The Agreement (Section C) will be completed upon award of the Contract.

Also, please note that an itemized financial statement, detailed in Section E, Part 1.2, will be required to be submitted by the apparent lowest bidder within three working days after bid opening.

The pages in this proposal and in the plans are numbered consecutively. In the event that any pages are missing or illegible, a replacement copy will be furnished free of charge by the Department of Public Works upon request. The County is responsible for providing amendments only to those persons or firms listed as having purchased plans and/or proposals from the County Department of Public Works and of those that made specific request of the Department for amendments. Persons or firms who obtain plans and/or proposals from sources other than the County Department of Public Works bear the sole responsibility for obtaining any amendments issued by the County for the subject project. Bidders are advised that the County will exercise its right to reject any proposal, pursuant to Section 103-01 of the Standard Specifications, in which subtask bids appear in the Commissioner's judgment to constitute an unbalanced bid for work.

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**\* To be Completed by All Bidders and Returned with Bid.**

**\*\* To be Completed by the Apparent Low Bidder.**

Section J

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## SECTION A

### UNIT PRICE BID SCHEDULE

The Contractor shall furnish all materials, equipment, tools and labor of every kind required to reconstruct County Road 57 at Intersection of Bentley Road and perform all other highway and incidental work in the most substantial and workmanlike manner, and do everything required by the Contract Documents as defined herein.

The total unit price shall be the sum of all materials and installation cost for each bid item as defined herein. Each Itemized Bid price shall be entered both in words and numerically in the spaces provided under each item. In the event of a discrepancy between the words and numbers as written, the words will be used for tabulation purposes.

**BID FORMS OMITTED FROM  
SPECIFICATION BOOKS**

TO OBTAIN BID FORMS PLEASE CONTACT

DAWN SMITH AT 716-938-9121 EXT. 2465

OR SEND EMAIL REQUEST TO:

**[dasmith@cattco.org](mailto:dasmith@cattco.org)**

BID BOND  
Sec. 38 – Highway law

KNOW ALL MEN BY THESE PRESENTS, That .....  
(Name of Contractor)

.....  
(Address)  
(hereinafter called the "Principal") and the .....  
a corporation created and existing under the laws of the State of ....., having its principal  
office in the City of ..... (hereinafter called the "Surety"), are held and firmly bound unto  
Cattaraugus County (hereinafter called the "County") in the full just sum of Five Percent (5%) of Attached  
Bid, good and lawful money of the United States of America, for the payment of which said sum of money,  
well and truly to be made and done, the said Principal binds themselves (himself, itself), their (his, its) heirs,  
executors and administrators, successors and assigns, and the said Surety binds itself, its successors and  
assigns jointly and severally, firmly by these presents:

Signed, sealed and dated this..... 20.....A.D.

WHEREAS, the said Principal has submitted to the Cattaraugus County Commissioner of Public Works, a  
bid proposal for .....  
(Description of Project)

.....AND  
WHEREAS, under the terms of the Laws of the State of New York as above indicated, the said  
Principal has filed or intends to file this bond to guarantee that the Principal will execute all required contract  
proposal documents and furnish such faithful performance or other bonds as may be required by law in  
accordance with the terms of the Principal's said proposal.

NOW, THEREFORE, the condition of the foregoing obligations is such, that if the said Principal shall  
promptly execute and submit, and the Commissioner of Public Works shall accept, all required contract  
proposal documents including such faithful performance bond or other bonds as may be required by law in  
accordance with the terms of the Principal's said proposal, then this obligation shall be null and void,  
otherwise to remain in full force and virtue.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his/her (their, its) hand and seal and  
the said Surety has caused this instrument to be signed by its.....President and its  
.....Secretary, and its corporate seal to be hereunto affixed, the day and year  
first above written.

Signed, sealed and delivered in the presence of:

(Corporate seal of  
Principal if a  
corporation)

.....(L.S.)

.....(L.S.)

.....(L.S.)

Principal

(Corporate seal of  
Surety Co.)

.....Company

of .....

By .....

(Title of Officer)

Attest.....

(Title of Officer)

(Acknowledgment by principal, unless it is 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 described in and who executed the  
foregoing instrument, and acknowledged that he/she executed the same.

.....  
Notary Public

.....  
County

(Acknowledgment by principal, if a corporation)  
STATE OF NEW YORK

SS:

COUNTY OF .....

On this ..... Day of ..... 20....., before me personally came  
....., to me known who being by me 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; that  
he/she knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that  
it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name  
thereto by like order.

.....  
Notary Public

.....  
County

(Acknowledgment by Surety Company)  
STATE OF NEW YORK

SS:

COUNTY OF .....

On this ..... day of ..... 20....., before me personally came  
....., to me known, who being by me 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 within instrument; that he/she knows the seal of said  
corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order  
of the Board of Directors of said corporation, and that he/she signed his/her name there to by like order.

.....  
Notary Public

.....  
County



BIDDER INFORMATION SHEET

NAME OF BIDDER: \* \_\_\_\_\_

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

PHONE NUMBER: \_\_\_\_\_

TYPE OF ENTITY: CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_

IF A NON-PUBLICLY OWNED CORPORATION:

NAME OF CORPORATION: \_\_\_\_\_

LIST OF PRINCIPAL STOCKHOLDERS (HOLDING OVER 5% OF OUTSTANDING  
SHARES):

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

LIST OF OFFICERS: \_\_\_\_\_

\_\_\_\_\_

LIST OF DIRECTORS: \_\_\_\_\_

\_\_\_\_\_

DATE OF ORGANIZATION: \_\_\_\_\_

IF A PARTNERSHIP:

PARTNERS: \_\_\_\_\_

\_\_\_\_\_

NAME OF PARTNERSHIP: \_\_\_\_\_

DATE OF ORGANIZATION: \_\_\_\_\_

\* IF THE BUSINESS IS CONDUCTED UNDER AN ASSUMED NAME, A COPY OF THE  
CERTIFICATE REQUIRED TO BE FILED UNDER THE NEW YORK GENERAL  
BUSINESS LAW MUST BE ATTACHED.

## CERTIFICATION FOR FEDERAL AID CONTRACTS

The prospective participant 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 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.

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 \$10,000.00 and not more than \$100,000.00 for each such failure.

The prospective participant 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 \$100,000.00 and that such subrecipients shall certify and disclose accordingly.

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DF-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code for the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the Federal covered action.
11. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
12. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB Control Number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

B-9

**REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS**

**DISCLOSURE OF LOBBYING ACTIVITIES**

Continuation Sheet

Approved by OMB

0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ Of \_\_\_\_\_

Authorized for Local Reproduction - Standard Form LLL

# NON-COLLUSIVE BIDDING CERTIFICATIONS

## REQUIRED BY SECTION 139-D, STATE FINANCE LAW and SECTION 103-D OF GENERAL MUNICIPAL LAW

"Section 139-d, SFL and Section 103-d, GML, "Statement of non-collusion in bids to the state."

1. Every bid hereafter made to the state or any public department, agency, or official thereof, where competitive bidding is required by statute, rule, or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-collusive bidding certification.

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

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

2. Any bid hereafter made to 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."

**REQUIRED BY TITLE 23, U. S. CODE, AND SECTION 112. A NON-COLLUSIVE BIDDING CERTIFICATION MUST BE INCLUDED IN EVERY BID PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.**

(A)2

"By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 112(c) 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."



## **REQUIRED BY TITLE 49, CFR, VOLUME 1, SUBTITLE A, PART 29**

"The signator 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).

THE FOLLOWING PAGES ARE THE REQUIRED CERTIFICATION REGARDING NON-COLLUSIVE BIDDING PROCEDURES AND THE CONTRACTOR'S ELIGIBILITY TO SUBMIT A BID UNDER FEDERAL LAW. THE LAST PAGE IS A GENERAL BIDDER INFORMATION FORM. ALL SHOULD BE INCLUDED IN THE CONTRACT DOCUMENTS, IMMEDIATELY FOLLOWING THE PAGE(S) WHICH CONTAINS THE NON-COLLUSIVE BIDDING REQUIREMENTS. BY SIGNING ONE OF THESE CERTIFICATIONS, THE CONTRACTOR CERTIFIES THAT HE UNDERSTANDS AND AGREES TO BE BOUND BY THE PROVISIONS OF THE FOLLOWING LAWS:

1. NEW YORK STATE FINANCE LAW, ARTICLE 9, SECTION 139-d
2. TITLE 49, CFR, PART 29
3. TITLE 23, U. S. CODE-HIGHWAYS, SECTION 112

THE CONTRACTOR SHOULD CHOOSE THE APPROPRIATE NOTARIZATION WHICH CORRESPONDS TO THE TYPE OF COMPANY (SOLE PROPRIETORSHIP, PARTNERSHIP, OR CORPORATION) THAT HE/SHE REPRESENTS OR IS AFFILIATED WITH. ALL BIDDERS SHOULD FILL OUT THE APPROPRIATE SECTION OF THE BIDDER INFORMATION SHEET.

**BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:**

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of Section 104 -04, Standard Specifications, Construction and Materials, published by the New York State Department of Transportation, and dated January 1, 2017, if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by Section 103-d of the General Municipal, and Section 112(c), Title 23, U.S. Code;
3. Certification of Specialty Items category selected, if contained in this proposal;
4. Certification of any other clauses required by this proposal and contained herein;
5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions, or civil judgments required by 49 CFR Part 29.

\_\_\_\_\_  
(Legal Name of Person, Corporation, or Firm Which  
is Submitting Bid or Proposal)

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

BY: \_\_\_\_\_  
(Signature of Person Representing Above)

AS: \_\_\_\_\_  
(Official Title of Signator in Above Firm)

(Acknowledgment by Individual Contractor, If a Corporation)

STATE OF NEW YORK                    )  
COUNTY OF CATTARAUGUS        ) SS:  
VILLAGE OF LITTLE VALLEY        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally  
came \_\_\_\_\_, to me known and known to me to be the person  
who

executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at  
\_\_\_\_\_, and that he/she is the \_\_\_\_\_ of the  
corporation described in and which executed the above instrument, and that he/she signed his/her name  
thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

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

(Acknowledgment by Co-Partnership Contractor)

STATE OF NEW YORK                    )  
COUNTY OF CATTARAUGUS        ) SS:  
VILLAGE OF LITTLE VALLEY        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally  
came \_\_\_\_\_, to me known and known to me to be the person  
described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself  
depote and say that he/she is a member of the firm of \_\_\_\_\_,  
consisting of himself/herself and \_\_\_\_\_, and that he/she  
executed the foregoing instrument in the firm name of \_\_\_\_\_,  
and  
that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the  
act  
and deed of said firm of \_\_\_\_\_, for the uses and purposes mentioned  
herein.

\_\_\_\_\_, and that he/she is the \_\_\_\_\_ of the  
corporation described in and which executed the above instrument, and that he/she signed his/her name  
thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

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

Acknowledgment by Individual Contractor)

STATE OF NEW YORK                    )  
COUNTY OF CATTARAUGUS        ) SS:  
VILLAGE OF LITTLE VALLEY        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally  
came \_\_\_\_\_, to me known and known to me to be described in  
and  
who executed the foregoing instrument, and that he/she acknowledged that he/she executed the same.

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

## NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

**Bidder to provide information listed below:**

Bidder Address: \_\_\_\_\_  
Street or P. O. Box No. \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ ZIP \_\_\_\_\_

Federal Identification No.: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Phone # of Contact Person: \_\_\_\_\_

**If Bidder is a Corporation:**

President's Name & Address: \_\_\_\_\_

Secretary's Name & Address: \_\_\_\_\_

Treasurer's Name & Address: \_\_\_\_\_

**If Bidder is a Partnership:**

Partner's Name & Address: \_\_\_\_\_

Partner's Name & Address: \_\_\_\_\_

**If Bidder is a Sole Proprietorship:**

Owner's Name & Address: \_\_\_\_\_

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

**U. S. DEPARTMENT OF TRANSPORTATION HOTLINE.** Persons with knowledge of bid collusion (i.e., contractors, suppliers, workers, etc.) or other questionable contract related practices (inadequate materials, poor workmanship, theft of materials, etc.) are encouraged to report such activities by calling the U.S.D.O.T. HOTLINE. The HOTLINE number is 1-800-424-9071 and calls will be answered from 8:00 A.M. to 5:00 P.M. EST, Monday thru Friday. This HOTLINE is under the direction of the U.S.D.O.T.'s Inspector General. All information will be treated confidentially and the caller's anonymity will be respected.

**NEW YORK STATE INSPECTOR GENERAL HOTLINE.** Reports of New York State Governmental Misconduct may be made in strict confidence to the New York State Inspector General on the Toll Free Statewide HOTLINE or by writing to the Office of the Inspector General. The Toll Free Statewide HOTLINE telephone number is 1-800-367-4448 and calls will be answered between 8:00 A.M. and 4:30 P.M., Monday through Friday. The address of the Office of the State Inspector General is the State Capitol, Executive Chamber, Albany, New York 12224.

## REQUIREMENTS FOR THE PARTICIPATING OF DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL AID CONTRACTS

**DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION.** It is the policy of the United States and the State of New York that Disadvantaged Business Enterprises (DBE's) shall have the maximum opportunity to participate in the performance of State contracts for construction. The parties to this contract shall take all necessary and reasonable steps in accordance with the laws, rules, and regulations cited in this section to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The Owner and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any federal Aid contracts. This policy shall be made a part of all subcontracts and agreements entered into as a result of this contract.

The Congress of the United States, to this end, has enacted the Surface Transportation Assistance Act ("STAA") of 1982, Public Law 97-424, Section 105(f), the Surface Transportation and Uniform Relocation Assistance Act of 1987, Public Law 100-17, Section 106(c), the Intermodal Surface Transportation Efficiency Act of 1991 and Regulations have been promulgated under CFR 49 23. New York State, to this end, has enacted Section 85 of the Highway Law, Section 428 of the Transportation Law, and Chapter 1, Title 17 of the Official Compilation of Codes, Rules, and Regulations. The parties to this contract are required to comply with these laws, rules, and regulations and the following DBE Program requirements.

- A. **ELIGIBILITY OF DBEs.** Only those DBE firms that are certified by the New York State Department of Transportation (NYSDOT) are eligible to be used for goal attainment on this contract. DBE certification is not an endorsement of the quality or performance of the business but simply an acknowledgement of the firm's status as a DBE. In the event that the apparent Low Bidder, in good faith, proposes to use a firm that is listed as a certified DBE in the project proposal, and that firm is later found by the Owner to be ineligible or unable to perform, then the apparent Low Bidder will be required to substitute another certified firm on the kind needed to meet the goal, before the award, at no additional cost to the Owner.
- B. **GOAL.** The Owner has established a utilization goal for DBEs which is expressed as a percentage of the total contract price. This goal is stated in the proposal and remains in effect throughout the life of the contract. In executing the contract or bid documents the Bidder declares that he/she subscribes to the utilization goal and must meet or exceed the goal or demonstrate that he/she could not meet it despite his/her best efforts. The contract goal is then considered to be a target or a minimum figure to which the Contractor commits as a part of his/her bidding for a Federal-aid project. When the contract is awarded with DBE participation that is less than the contract goal, the Prime Contractor is required to continue good faith efforts, as defined in Section F, throughout the life of the contract in order to increase the DBE participation to meet or exceed the contract goal.
- C. **ZERO PERCENT GOAL.** For contracts which have a 0% (zero percent) goal, the Bidder agrees to make good faith efforts to utilize certified DBEs for any subcontracts awarded by the Bidder in connection with the contract.
- D. **COUNTING DBE PARTICIPATION TOWARDS DBE GOALS.** DBE participation shall be counted toward meeting the DBE goal in accordance with the following:
  - 1. **Subcontracting.** If a firm is determined to be an eligible DBE, as defined in Section A, the total DBE agreed amount of the items of work to be performed by the DBE is counted toward the applicable DBE goal except as provided in paragraphs 2, 3, and 4 below.
  - 2. **Joint Ventures.** Joint ventures between certified DBE firms and non-DBE firms as

subcontractors will be counted toward the DBE goal in proportion to the percentage of ownership and control of each firm within the joint venture, subject to approval by the Owner of the joint venture agreement to be furnished by the Bidder before award of the contract. The joint venture agreement must include a detailed breakdown of the following:

- a. Contract responsibility of the DBE for specific contract items of work,
- b. Capital participation of the DBE,
- c. Specific equipment to be provided to the joint venture by the DBE,
- d. Specific responsibilities of the DBE in the control of the joint venture,
- e. Specific staffing and skills to be provided to the joint venture by the DBE, and
- f. Percentage distribution to the DBE of the projected profit or loss incurred by the joint venture.

In addition to these requirements, the DBE joint venture must perform a commercially useful function as a DBE subcontractor as defined in Section E.

3. Supplies (Regular Dealers), Manufacturers, and Fabricators. Count toward the DBE goal the expenditures for materials and supplies obtained from DBE suppliers (regular dealers) and manufacturers in the amount noted below. The DBE supplier or manufacturer must assume the actual and contractual responsibility for the provision of the materials and supplies.
  - a. Count the entire expenditure to a DBE manufacturer. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
  - b. Count the entire expenditure to a DBE fabricator. A fabricator is a firm that substantially alters materials or supplies before resale.
  - c. Count 60% (sixty percent) of the expenditures to a DBE supplier. A supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. It is a firm that engages in, as its principal business, and in its own name, the purchase and sale of the products in question. One who deals in bulk items such as steel, cement, gravel, stone, and petroleum products need not keep such product in stock, if it owns or operates distribution equipment.
  - d. The Bidder must indicate in the form of an explanation on the AAPHC-890, DBE Utilization Worksheet, the item number(s) for the material supplied.

**EXAMPLE:**

ITEM NUMBER	NAME	LESS THAN 100%	AMOUNT
619.17	Supply Temp. Concrete Barrier	XX%	\$ Value

4. Trucking Services. Count toward the DBE goal the expenditure for trucking services provided by certified DBEs in accordance with the following:
  - a. Count the pro-rated value of trucking services provided by trucks owned or leased on a long-term basis by the DBE trucking firm. For the purposes of this Section, a long-term lease is a lease of six (6) months or more. Also, trucks that are leased on a long-term basis are leased without an operator.



- b. Count the pro-rated value of trucking services provided by trucks hired or rented from other certified DBE trucking firms by the DBE trucking firm.
- c. No credit will be received for the value of trucking services that are provided by trucks that are not owned, leased on a long-term basis, hired, or rented from certified DBE trucking firms.

**EXAMPLE:**

Ten (10) trucks are needed to perform \$50,000 of trucking services. The DBE who appears on the Utilization form will provide two (2) self-owned trucks and three (3) trucks hired from DBE trucking firms for a total of five (5) certified DBE trucks providing trucking services. The remaining five (5) trucks are not obtained from certified DBE trucking firms. In this situation, 50% (fifty percent), or \$25,000, can be counted toward the DBE goal.

- d. The Bidder must indicate in the form of an explanation the item number(s) for which the trucking services are to be performed, the type of trucking service to be performed (on-site vs. off-site), and the corresponding dollar value for those services (per item).

**EXAMPLE:**

ITEM NO.	NAME	LESS THAN 100%	AMOUNT
99.99	Off-site Trucking Services for Item 403.11	XX%	\$ Value

- e. The Bidder must provide, before award, the calculations and any pertinent documentation that support the dollar value or the proposed DBE trucking services. The Bidder must also provide before award a list of all proposed DBE trucking firms to be used on the project and the number of trucks to be provided by each proposed DBE trucking firm.
- f. On-Site Trucking. For the purposes of this Section, on-site trucking is defined as: 1. Within the boundaries of the physical place where the construction will remain; 2. Off-site facilities that are dedicated exclusively to the performance of the contract and are so located in proximity to the actual construction location that it would seem reasonable to include them. Trucking services provided for on-site trucking are considered to be a subcontracting activity. The DBE trucking firm may not subcontract any portion of their on-site trucking operations.
- g. Off-Site Trucking. For the purposes of this Section, off-site trucking is defined as: 1. Outside of the boundaries of the physical place where the construction will remain; 2. Off-site facilities that were established by a commercial supplier or materialman prior to award of the project and used for multiple customers. Trucking services provided for off-site trucking are not considered to be a subcontracting activity; it is considered to be a service.
- h. The DBE trucking firm that appears on the Utilization form must control the day-to-day trucking operations on the project.
  - 1. Negotiating and executing rental/leasing agreements;
  - 2. Hiring and firing the work force;
  - 3. Coordinating the daily trucking needs with the Prime Contractor;

4. Scheduling and dispatching trucks.
5. The Bidder must explain in writing the scope of work to be performed by the DBE for all items indicated as partial items at the time the Low Bidder submits the Utilization Package.
6. A DBE that holds a contract may not count its own utilization in the contract toward the DBE contract goal.

E. **CONDITIONS OF PARTICIPATION.** DBE participation will be counted toward meeting the DBE contract goal, subject to all of the following conditions:

1. **Commercially Useful Function.** The Prime Contractor is responsible for ensuring that DBEs performing work on the contract perform a commercially useful function. A DBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of work on a contract and carries out his/her responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice (except where such practices are inconsistent with the DBE regulations). Regardless of whether an arrangement between the Contractor and the DBE represents standard industry practice, if the arrangement erodes the ownership, control, or independence of the DBE or in any way does not meet the commercially useful function requirement, the Contractor shall receive no credit toward the goal.
2. **Work Force.** The DBE firm must employ a work force (including administrative and clerical positions), separate and apart from that employed by the Prime Contractor, other subcontractors on the project, or their affiliates. This does not preclude the employment by the DBE of an individual that has been previously employed by another firm involved in the contract, provided that the individual was independently recruited by the DBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the DBE shall not be allowed.
3. **Supervision.** All work performed by the DBE must be controlled and supervised by the DBE without duplication of supervisory personnel from the Prime Contractor or other subcontractors. This does not preclude routine communication between the supervisory personnel of the DBE and other supervisors necessary to coordinate the work of the contract.
4. **Equipment.** DBE subcontractors may supplement their equipment by renting or leasing additional equipment in accordance with customary industry practice. However, no more than 50% of the equipment required to perform the work of the subcontractor may be obtained from the Prime Contractor, other subcontractors on the project, or their affiliates. If the DBE obtains equipment from any of those sources, the Owner shall obtain from the DBE documentation demonstrating that similar equipment and terms could not be obtained at a lower cost from other customary sources of equipment. The required documentation shall include, but not be limited to, copies of the rental or leasing agreements, and the names, addresses, and terms quoted by other sources of equipment.

F. **GOOD FAITH EFFORTS.** To ensure that DBE firms are given the maximum practical opportunity to participate in the work of the contract, the Bidder must make good faith efforts to obtain DBE participation in order to fulfill the DBE contract goal. The Bidder's demonstration of good faith efforts must be at least extensive as, but not limited to, the following:

1. Efforts to utilize the services of minority and women community organizations; minority

and women contractors groups; local, State, and Federal minority and women business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

2. Attendance by a representative of the Bidder who is knowledgeable of the contract work at pre-bid, pre-award, and/or other meetings, if any, scheduled by the Owner to inform DBEs of subcontracting and other opportunities for participation in a specific contract. At these meetings, the Bidder's representative will explain the required contract work and solicit the interest of the DBE attendees in any specific portions of the work.
3. Efforts to secure participation by certified DBE firms. Only DBEs certified by the NYSDOT shall be used to fulfill goals on federally funded projects.
4. Written solicitation of DBEs. A written solicitation inquiry will be sent to all DBE firms and, when necessary, minority and women's business associations when necessary in order to meet DBE goals. Notification must be made in a timely fashion such that the DBEs contacted have a reasonable period of time in which to respond. The Bidder's solicitation will cover certified DBEs listed in the Registry of Disadvantaged Business Enterprises maintained by the Office of Civil Rights (OCR) of the NYSDOT. Such geographic limits are not acceptable as good faith efforts for work typically subcontracted to non-DBE firms on a statewide basis, e. g., pavement markings, guide rail, etc. It will be mandatory for the Bidder to contact all DBEs who have expressed interest in the specific contract to the Bidder and to document efforts taken to secure their participation in the contract and in any future work.
5. Efforts to select portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the contract goal. Where certified DBEs have expressed interest to the Bidder in performing certain work that the Bidder normally performs with his/her own forces, and the contract goal has not otherwise been attained, the Bidder will be required to subcontract such work or portions of it in order to meet the goal.
6. Efforts to negotiate with DBEs for specific subcontracts. Price alone will not be an acceptable basis for rejecting DBE bids, unless it can be shown that no reasonable price can be obtained from a DBE.
7. Efforts to assist the DBEs contacted which needed assistance in obtaining bonding or insurance required by the Bidder or the Owner. Difficulties encountered by the DBE in obtaining bonding or insurance required by the Bidder will not be acceptable reasons for the Bidder's failure to meet the contract goal.
8. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract.
9. Record of solicitation efforts. All Bidders must keep records of efforts to solicit and negotiate with DBEs and a continuing record of pre- and post-letting activity. When submitting a D/M/WBE Schedule of Utilization to the Owner, the apparent Low Bidder will attach it together with the supplemental information specified in the instructions as evidence of good faith efforts. Such supplemental efforts must include at least the following:
  - a. All Solicitation Responses returned to the Bidder by DBEs
  - b. All envelopes of solicitation inquiries that were returned as undeliverable; and
  - c. Any quotations submitted by DBEs that are not included in the D/M/WBE Schedule

of Utilization with an explanation for the Bidder's action in each case.

- G. **DBE UTILIZATION PACKAGE.** The Bidder shall submit a complete utilization package within seven (7) calendar days after the bid opening. The DBE Utilization Package consists of:
1. D/M/WBE Schedule of Utilization;
  2. D/M/WBE Utilization Worksheet (Note: Schedule must be co-signed by both the Prime Contractor and the Subcontractor); and
  3. All of the information listed in Section F.
- H. **BIDDER'S FAILURE TO COMPLY.** The Owner's acceptance of the Bidder's proposal is conditioned upon the Bidder's fulfillment of the requirements of this Section. If the Bidder fails to submit a complete utilization package as defined in Section G by the seventh calendar day after the bid opening and/or fails to attain the DBE utilization goal, and to satisfactorily document his/her good faith efforts as defined in Section F above, the bid may be declared incomplete and the deposit may be subject to forfeiture.
- I. **DISADVANTAGED BUSINESS ENTERPRISE OFFICER.** The Bidder shall designate a Disadvantaged Business Enterprise Officer who will have the responsibility to, and be capable of, effectively administering and promoting an active DBE program, and, who is assigned adequate authority to do so.
- J. **CONFORMANCE TO DBE SCHEDULE OF UTILIZATION.** Following the award of the contract, the Contractor is required to enter into subcontracts or agreements with the DBEs identified on the approved D/M/WBE Schedule of Utilization, for the work of the kind and amount identified therein. The Owner will monitor the work of the contract to ensure that the DBEs identified perform the work in accordance with the D/M/WBE Schedule of Utilization. Any direction by the Owner to comply with the Schedule is a lawful direction under Article 8 of the contract. Where such direction is not complied with, the Contractor shall not be entitled to have any estimate made for the purpose of payment, nor shall any estimate be rendered on account of work done or material furnished.
- K. **REVISIONS IN DBE UTILIZATION.** If, after the award of the contract, a subcontract or purchase order held by a DBE or joint venture involving a DBE is modified or terminated, the Contractor shall immediately notify the Owner of such modification or termination and the reasons therefore or an alternative subcontract or purchase order for a commensurate dollar amount furnished by another DBE. Any change in DBE utilization must be approved by the Owner through submission of a revised Schedule of Utilization (Amended) signed by both parties. The Contractor must receive this approval prior to implementing any proposed change. Failure by the Contractor to obtain approval could result in appropriate sanctions. For the purposes of this Section, a revision in DBE utilization is considered to be any of the following modifications:
1. Reducing the dollar value of or eliminating the DBE's item(s) of work. In the event that this results in a shortfall in goal attainment, the Contractor will be required to make good faith efforts to backfill in accordance with Section F.
  2. Removing one DBE and substituting another DBE for the same item(s) of work.
  3. Increasing the dollar value of (an) item(s) of work or adding (a) new item(s) of work to a DBE already participating in the contract.

4. Adding a DBE to the contract.

- L. **MONITORING CONTRACTOR COMPLIANCE.** The Contractor will allow authorized representatives of the Owner to conduct periodic inspections of the Contractor's DBE participation efforts during the performance of the contract. In order to determine whether the Contractor has complied with the requirements of this Section, the Owner may proceed by order to show cause, or may follow any other lawful procedure upon due notice in writing to the Contractor. When the Contractor has been found to have failed to meet the contract goals, to exert a good faith effort, or otherwise failed to comply with this Section, the contract may be canceled, terminated, or suspended in whole or in part in accordance with the contract and Section 40 of the Highway Law, and the Contractor may be referred to the USDOT for possible suspension or debarment as provided for in 49 CFR 29 and such other sanctions as may be imposed and remedies invoked as provided for under the authority of 49 CFR 29, or by rule, regulation, or order of the Owner, or as otherwise provided by law.
- M. **PROMPT PAYMENT.** Failure by the Contractor to pay any subcontractor within seven calendar days of receipt of payment from the Owner for work performed that is accepted by the Owner, in violation of Section 139-F of the State Finance Law, could result in the withholding of future estimated payments by the Owner. The Contractor shall submit reports on payments made to subcontractors as required by the Owner. If it is determined by the Owner that a subcontractor has not received payment due and owing in accordance with Section 139-f of the State Finance Law, the Owner may direct the Prime Contractor to make such payment. Any such direction by the Owner is a lawful direction under Article 8 of the contract. Where such direction is not complied with, the Contractor shall not be entitled to have any estimate made for the purpose of payment nor shall any estimate be rendered on account of work done.
- N. **REQUIRED RECORDS.** The Contractor shall keep records and documents for three years following performance of this contract to indicate compliance with this Section. These records and documents, or copies thereof, will be made available at reasonable times and places for inspection by any authorized representatives of the Owner and will be submitted to the Owner upon request, together with other compliance information which may be required.
- O. **NON-DISCRIMINATION.** The Contractor shall not use the requirements of this Section to discriminate against any qualified company or group of companies.
- P. **REPORTING VIOLATIONS OF PROGRAM RULES.** The Contractor is responsible for ensuring that the DBE performs a commercially useful function on the contract as defined in Section E. If the Contractor becomes aware of any violation of this Section, the Contractor is required to promptly report the violation to the Owner.

**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.

**Disadvantage Business Enterprise Utilization Goal 9.0%**

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**

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## **EQUAL OPPORTUNITY REQUIREMENTS FOR FEDERAL AID CONTRACTS**

**GENERAL.** Title 23 USC Section 140(a) requires the Secretary of Transportation to ensure non-discrimination in employment generated by Federally-aided construction by the inclusion of Equal Employment Opportunity provisions in the contract specifications. Those provisions are found in the Required Contract Provisions for Federal-Aid Construction Contracts (FHWA 1273), which is incorporated into this proposal. Those provisions require the Contractor to comply with 41 CFR 60, the applicable portions of which are included in this contract. The New York State Department of Transportation is required to enforce those provisions on its Federally-aided construction contracts by 23 CFR, Part 230, Subparts A and D. Such enforcement shall include efforts on the part of the Department of Transportation to ensure that these provisions are included in, and enforced as part of, all contracts let by other agencies, including municipal subdivisions of the State, which are funded with Federal monies administered by or through the Department of Transportation. Such enforcement includes, but is not limited to, monitoring the Contractor's and Subcontractor's employment practices, requiring employment related reports to be filed by the Contractor in a timely manner on forms acceptable to the Sponsor and the Department, determining the Contractor's compliance with these provisions and taking such actions as authorized by law, rule, or regulation to enforce compliance by the Contractor. In the enforcement of those rules by the Department, the term Director means the Director of the Department's Office of Civil Rights.

Included in this contract are sections of 41 CFR 60 as required by regulation of the Office of Federal Contract Compliance Programs, and the US Department of Labor. The enforcement of those provisions is also the responsibility of the Office of Federal Contract Compliance Programs, separate and independent of the Department's enforcement responsibility.

**TRAINING SPECIAL PROVISION.** If this contract proposal includes the Training Special Provisions, the Contractor is required to comply with that provision as part of the Equal Employment Opportunity Requirements. The Training Special Provisions requires the Contractor to provide training to at least one minority or woman indentured apprentice or trainee. If the Contractor fails to meet the employment goals for minorities or women specified in these requirements, additional training of minorities and women will be required to satisfy the employment goals. No payment will be made for the training required of the Contractor under the Training Special Provision.

**EQUAL EMPLOYMENT OPPORTUNITY OFFICER.** The Contractor will designate and make known to the Sponsor and the Department an Equal Employment Opportunity Officer (EEO Officer) who will have the responsibility for, and must be capable of effectively administering and promoting, an active contractor program of Equal Employment Opportunity and who must be assigned adequate authority and responsibility to do so.

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

**ASSURANCE OF NON-DISCRIMINATION.** The Sponsor, in accordance with Title VI of the Civil Rights Act of 1964, 78 Statute 252, 42 USC 2000d to 2000d-4, and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority 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, sex, or national origin in consideration for award.



## CODE OF FEDERAL REGULATIONS

### Title 41 - Public Contracts, Property Management

#### Chapter 60 - Office of Federal Contract Compliance Programs

#### **PART 60-1, OBLIGATIONS OF CONTRACTORS AND SUBCONTRACTORS**

#### **Subpart A, Preliminary Matters; Equal Opportunity Clause; Compliance Reports**

#### **Sec. 60-1.4 Equal opportunity clause.**

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided for in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order

unless exempted by rules, regulations, or orders of the Secretary of Labor pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **PART 60-4, CONSTRUCTION CONTRACTORS, AFFIRMATIVE ACTION REQUIREMENTS**

### **Sec. 60-4.2, Solicitations**

#### **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables 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, are as set forth in the solicitations from which this contract resulted.

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor is also subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women on each of its projects. The transfer of minorities or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the Subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the county where the contract is to be performed.

## Sec. 60-4.3, Equal Opportunity Clauses

### STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000.00 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) through (d) of these specifications. The goals set forth in the solicitations from which this contract resulted are expressed as percentages of the total hours of

employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographic area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization, and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7(b) above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers of subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7 (a) through (p)). The efforts of a contractor association, joint contractor union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under sections 7(a) through 7(p) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goal for women generally, the Contractor may be in violation of the Executive Order if a specific group of minority women is underutilized).
10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligation under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.3.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainer, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

#### **Sec. 60-4.5, Hometown plans.**

1. A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the Plan: Provided, that each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables. If a contractor is not participating in an approved Hometown Plan it shall comply with the specifications set forth in ' 60-4.3 of this part, and with the goals and timetables for the appropriate area as listed in the notice required by 41 CFR 60-4.2 with regard to that trade. For the purposes of this part 60-4, a Contractor is not participating in a Hometown Plan for a particular trade if it:
  - i. Ceases to be signatory to a Hometown Plan covering that trade;
  - ii. Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
  - iii. Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations which are not or cease to be signatories to the same Hometown Plan for that trade;
  - iv. Is signatory to a Hometown Plan for that trade and is party to a collective bargaining agreement with a labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
  - v. Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
  - vi. Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.
2. Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provisions of the Hometown Plan.

**Sec. 60-4.6, Goals and timetables.**

The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate workforce, demographic, or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the FEDERAL REGISTER, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where work is being performed.

**Sec. 60-4.8, Show cause notice.**

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive Order, and contract clause, specification, or the regulations in this chapter, and if administrative enforcement is contemplated, the Director shall issue to the Contractor or Subcontractor a notice to show cause which shall contain the items specified in paragraphs (I) through (iv) of 41 CFR 60-2.2(c)(1). If the Contractor does not show good cause within 30 days, or in the alternative, fails to enter an acceptable conciliation agreement which includes, where appropriate, make up goals and timetables, back pay, and seniority relief for affected class members, the OFCCP shall follow the procedure in 41 CFR 60-1.26(b): Provided, that where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of the enforcement proceedings.

**Sec. 60-4.9, Incorporation by operation of the order.**

By operation of the order, the equal opportunity clause contained in Sec. 60-1.4, the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) contained in Sec. 60-4.2 and the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) contained in Sec. 60-4.3 shall be deemed to be a part of every solicitation or of every contract and subcontract, as appropriate, required by the order and the regulations in this chapter to include such clauses whether or not they are physically incorporated in such solicitation or contract and whether or not the contract is written.



## GOALS FOR MINORITY PARTICIPATION IN THE CONSTRUCTION INDUSTRY

COUNTY	% GOAL	COUNTY	% GOAL	COUNTY	% GOAL
Albany	3.2	Herkimer	2.1	Richmond	*
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	Kings	*	St. Lawrence	2.5
Bronx	*	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	*	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	*	Yates	5.9
Hamilton	2.6	Rensselaer	3.2		

**\* The following goal ranges are applicable to the indicated trades in the Counties of Bronx, Kings, New York, Queens, and Richmond:**

Electricians.....	9.0 to 10.2
Carpenters.....	27.6 to 32.0
Steam Filters.....	2.2 to 13.5
Metal Lathers.....	26.0 to 28.6
Operating Engineers.....	25.6 to 26.0
Plumbers.....	12.0 to 14.5
Iron Workers (Structural).....	25.9 to 32.0
Elevator Constructors.....	5.5 to 6.5
Bricklayers.....	13.4 to 15.5
Asbestos Workers.....	22.8 to 28.0
Roofers.....	6.3 to 7.5
Iron Workers (Ornamental).....	22.4 to 23.0
Cement Masons.....	23.0 to 27.0
Glaziers.....	16.0 to 20.0
Plasterers.....	15.8 to 18.0
Teamsters.....	22.0 to 22.5
Boilermakers.....	13.0 to 15.5
All Others.....	16.4 to 17.5

### GOALS FOR WOMEN

#### Female Goals - 6.9%

Goals for the utilization of women by Federal and Federally assisted construction contractors were last published on April 7, 1978 (43 CFR 4988, 149000). That April 7, 1978 publication included a 6.9% goal for the period from April 1, 1980 until March 31, 1981. Pursuant to 41 CFR 60-4.6, the 6.9% goal for female utilization is extended until further notice

## REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID PROJECTS- FHWA 1273

I.	General .....
II.	Nondiscrimination .....
III.	Nonsegregated Facilities.....
IV.	Payment of Predetermined Minimum Wage...
V.	Statements and Payrolls .....
VI.	Record of Materials, Supplies and Labor.....
VII.	Subletting or Assigning the Contract.....
VIII.	Safety & Accident Prevention.....
IX.	False Statements Concerning Highway Projects.....
X.	Implementation of Clean Air Act and Federal Pollution Control Act.....
XI.	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.....
XII.	Certification Regarding Use of Contract Funds for Lobbying .....

### I. GENERAL

1. 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.
2. Except as otherwise provided for in each section, the Contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided for in 29 CFR 5.12:  
  
Section I, Paragraph 2;  
Section IV, Paragraphs 1, 2, 3, 4, and 7  
Section V, Paragraphs 1 and 2a through 2g.
5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U. S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the Contractor's employees or their representatives.
6. Selection of Labor: During the performance of this contract, the Contractor shall not:
  - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when

applicable, as specified in Attachment A), or

- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

## II. NONDISCRIMINATION

(Applicable to all Federal Aid construction contracts and to all related subcontracts of \$10,000.00 or more)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal employment opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) 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 Equal Employment Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American with Disabilities Act of 1990 (42 U.S.C. 12101 et. seq.) set forth under 28 CFR 35 and 29 CFR 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 Owner, the State Highway Agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

- b. The Contractor will accept as his/her 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, 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, preapprenticeship, and/or other on-the-job training."

2. **EEO Officer:** The Contractor will designate and make known to the Owner's contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO 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 who 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 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.
- 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 minority group employees.
- 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 minority groups 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 minority group applicants. To meet this requirement, the Contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.
- b. In the event that the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with the EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)
- c. The Contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group 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, national origin, age, or disability. The following procedures shall be followed:

- a. The Contractor will conduct periodic inspection 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 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 his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all his avenues of appeal.

6. **Training and Promotion:**

- a. The Contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- 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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- 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 minority group and women employees 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 his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. 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 best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The Contractor will use best 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, 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 Owner 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

minority and women 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, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) 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 Owner.

8. **Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment:** The Contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
  - a. The Contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
  - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the Contractor enters into pursuant to this contract. The Contractor will use his best efforts to solicit bids from and use DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA and/or Owner personnel offices.
  - c. The Contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. **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 completion of the contract work, and shall be available at reasonable times and places for inspection by authorized representatives of, the Owner, the SHA, and the FHWA.
  - a. The records kept by the Contractor shall document the following:
    - (1) The number 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;
    - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
    - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
10. The Contractors will submit an annual report to the Owner and the SHA 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. If on-the-job training is being required

by special provision, the Contractor will be required to collect and report training data.

### **III. NONSEGREGATED FACILITIES**

(Applicable to all Federal Aid construction contracts and to all related subcontracts of \$10,000.00 or more)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal Aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provision of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age, or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g., disabled parking).
- c. The Contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000.00 or more and that it will retain such certification in its files.

### **IV. PAYMENT OF PREDETERMINED MINIMUM WAGE**

(Applicable to all Federal Aid construction contracts exceeding \$2,000.00 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

#### **1. General:**

- a. All mechanics and laborers 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 (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or its Subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) 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.

For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b hereof. Also, for the purpose of this Section, 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 paragraphs 4 and 5 of this Section IV.

- b. 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 employee's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

## **2. Classification:**

- a. The Owner's contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rates, and fringe benefits only when the following criteria have been met:
  - (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
  - (2) the additional classification is utilized in the area by the construction industry;
  - (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the Contractor or Subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D. C. 20210. The Wage and Hour 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.
- d. The event the Contractor or Subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representative, 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 Wage and Hour Administrator for determination. Said 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.

- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

### **3. Payment of Fringe benefits:**

- a. Whenever the minimum wage rates prescribed in the contract for a class of laborers or mechanics include a fringe benefit which is not expressed as an hourly rate, the Contractor or subcontractors, as appropriate, shall either pay the benefits as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the Contractor or Subcontractor, as appropriate, does not make payments to a trustee or other third party person, he/she may consider as a 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.

### **4. Apprentice and Trainees (Programs of the U. S. DOL) and Helpers:**

#### **a. Apprentices:**

- (1) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/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 Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire workforce under the registered program. Any employee 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 listed in 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 determination for the work actually performed. Where a Contractor or Subcontractor 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-level hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed.

- (3) 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 journeyman-level 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor or Subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- (1) Except as provided for 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 DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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.
- (3) Every trainee must be paid not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the training 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 corresponding journeyman-level wage rate on the wage determination which provides for less than the full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
- (4) In the event the Employment and Training Administration withdraws approval of a training program, the Contractor or Subcontractor 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. **Helpers:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate determination for the classification of work actually performed.

5. **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 the Federal Aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 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.
6. **Withholding:** The Owner shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the Contractor or subcontractor 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, as 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 Owner's contracting officer 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.
7. **Overtime Requirements:** No Contractor or Subcontractor contracting for any part of the contract which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraph 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any work week in which he/she is employed on such work, to work in excess of 40 hours in such work week unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such work week.
8. **Violations: Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in paragraph 7 above, the Contractor and any Subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such Contractor or 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10.00 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.
9. **Withholding for Unpaid Wages and Liquidated Damages:** The Owner shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

## **V. STATEMENT AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

### **1. Compliance with Copeland Regulations (29 CFR 3):**

The Contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

### **2. Payrolls and Payroll Records:**

- a. Payrolls and basic records relating thereto shall be maintained by the Contractor and each Subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates or contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types of 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each Subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the Owner's resident engineer or agent in charge of the project a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), US Government Printing Office, Washington DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
  - (2) that such 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 the Regulations, 29 CFR 3;
  - (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.
- e. 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 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 USC 1001 and 31 USC 231.
- g. The Contractor or Subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the Owner, the SHA, the FHWA, or the DOL, 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 Owner, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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.

## **VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR**

- 1 Effective May 22, 2007, FHWA no longer require the submission FHWA Form-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds."
- 2 At the Prime Contractor's option, either a single report covering all contract work or separate reports for the Contractor and for each Subcontractor and for each subcontract shall be submitted.

## **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

- 1. The Contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a total percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the Owner. 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. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the Prime Contractor.
  - 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 on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The Contractor amount upon which the requirements set forth in paragraph 1 of Section VII 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. 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 organizations resources (supervision, management and engineering services) as the Owner's 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 Owner's 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 Owner has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

#### **VIII. SAFETY: ACCIDENT PREVENTION**

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 635.108). The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the Owner's 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.
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 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 USC 333).
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 the 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 USC 333).

## **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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, supplies, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions 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, the following notice shall be posted on each Federal-aid highway project (23 CFR 635.119) in one or more places where it is readily available to all persons concerned with the project:

### **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 USC 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or 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 knowing 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 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that \$10,000 or imprisoned not more than 5 years or both."

## **X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid Construction contracts and to all related subcontracts of \$100,000.00 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 USC 1857 et seq., as amended by Pub. L 91-604), and under the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed on the date of contract award, on the US Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section

114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed there under.

3. That the firm shall promptly notify the Owner of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

#### **XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. Instructions for Certification - Primary Covered Transactions: (Applicable to all Federal-aid contracts and to all related subcontracts of \$100,000.00 - 49 CFR 29)
  - a. By signing and submitting this proposal, the prospective primary 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 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 primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
  - c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
  - d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
  - f. The prospective primary 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.
  - g. The prospective primary 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 Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- 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. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. 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 a 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.

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#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a 3-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;
  - c. Are not presently indicated 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 1b of this certification; and
  - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. Instructions for Certification - Lower Tier Covered Transactions: (Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000.00 or more - 49 CFR 29)**

- 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.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily exclude," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
- 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.
- 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.
- 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
- 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.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

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 USC 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 his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **ATTACHMENT A – EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS**

(Applicable to Appalachian contracts only.)

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 he 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, he 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 1 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 certificate, notwithstanding the provisions of subparagraph 1c above.
5. The contractor shall include the provisions of Section 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## REFERENCE SHEET

All bidders are required to complete this form providing three references of past performance. References should involve projects and/or service situations of similar size, scope, and character of work to this Bid. References must have had dealings with the Bidder within the last thirty-six (36) months. The County reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the Bidder before the actual award of the Bid and/or Contract. Completion of the Reference Form is required.

BIDDER'S NAME: \_\_\_\_\_

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

REFERENCE'S NAME: \_\_\_\_\_

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

TELEPHONE: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

REFERENCE'S NAME: \_\_\_\_\_

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

TELEPHONE: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

REFERENCE'S NAME: \_\_\_\_\_

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

TELEPHONE: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

Pursuant to Section 10 of the Municipal Home Rule Law and Section 103 of the General Municipal Law.

A LOCAL LAW ESTABLISHING UNIFORM GUIDELINES FOR DETERMINING THE RESPONSIBILITY OF BIDDERS

BE IT ENACTED by the Legislature of the County of Cattaraugus ("the County"), as follows:

Section 1. Legislative Intent. It is the intent of this Local Law to enhance the County's ability to identify the lowest "responsible bidder" on public works construction projects by instituting more comprehensive submission requirements and an evaluation system which is in compliance with New York State General Municipal Law. The County, based upon its experience, has determined that quality workmanship, efficient operation, safety, and timely completion of projects are not necessarily assured by awarding a public works contract solely on the basis of the low price. This Local Law establishing uniformity of guidelines for determining the responsibility of apparent low bidders will assure efficient use of taxpayer dollars, will promote public safety, and is in the public interest.

Section 2. Applicability. This Local Law shall apply to construction projects subject to the competitive bidding requirements of General Municipal Law §103 and advertised for bids on or after the effective date.

Section 3. Public Works. For purposes of this Local Law, the term "public works" shall mean the following: any constructing, altering, reconstructing, repairing, rehabilitating, refinishing, refurbishing, remodeling, remediating, renovating, custom fabricating, maintenance, landscaping, improving, moving, wrecking, painting, decorating, demolishing, and adding to or subtracting from any public building, structure, highway, roadway, street, alley, bridge, sewer, drain, ditch, sewage disposal plant, water work, parking facility, railroad, excavation, or other project, development, real property, or improvement, or to any part thereof, whether or not the performance of the work herein described involves the addition to, or fabrication into, any structure, project or development, real property or improvement herein described of any material or article of merchandise, which is paid for out of public funds in an amount exceeding the threshold for bidding established by the General Municipal Law. The term also includes any public works leased by the County under a lease containing an option to purchase exceeding the threshold for bidding public works projects established by the General Municipal Law.

Section 4. Cattaraugus County Vendor Responsibility Form and Procedure.

- A. A questionnaire (which shall be titled the "Cattaraugus County Vendor Responsibility Form"), hereinafter "the Form", shall be prepared and, as he/she may deem appropriate, revised by the Cattaraugus County Commissioner of Public Works ("Commissioner").
- B. The Commissioner shall provide the Form to the apparent low bidder on all County public works projects.
- C. The County shall promptly notify the apparent low bidder of its status as such and provide such entity with a copy of the Form either in electronic or paper format. The most current version of the Form shall also be posted on the Cattaraugus County website.

- D. The apparent low bidder shall file the Form in in the Office of the Commissioner not more than five (5) business days after receiving it or, if the form is mailed to the apparent low bidder, within ten (10) business days after the date of mailing.
- E. In the event that the apparent low bidder fails to file the fully completed Form in the Commissioner's Office within the required time, its bid will be rejected and any bid bond submitted may, at the County's sole discretion, be forfeited.
- F. If the apparent low bidder is deemed not responsible, or fails to submit the Form within the required time, then the next lowest bidder will be deemed the apparent low bidder and so on until the lowest bidder is deemed responsible and selected as the lowest responsible bidder.
- G. Not later than five (5) calendar days prior to a final determination that the apparent low bidder is not responsible, the County will notify the bidder of same, in writing, and by certified mail, return receipt, stating the reasons. Except in the case of the rejection of an apparent low bid solely because the vendor failed to timely submit a completed Form, such notice shall set forth a time, date and place for the apparent low bidder to appear and be heard, not less than five (5) business days after such notice is served.
- H. Subcontractors proposed to be used on a project must also complete and submit the Form within five (5) days after the preconstruction meeting before the subcontractor is approved by the County. Failure by a subcontractor to submit the Form or unsatisfactory responses to questions may lead to rejection of the bid of the subcontractor at the County's discretion.
- I. If the bid of the apparent low bidder appears disproportionately low when compared with estimates obtained by or on behalf of the County and/or compared to other bids submitted (10% or greater disparity), the County reserves the right to inquire further of the apparent low bidder to determine whether the bid contains mathematical errors, omissions and/or erroneous assumptions, and whether the apparent low bidder has the capability to perform and complete the contract for the bid amount.
- J. If a bidder is found to have willfully violated New York Labor Law §220 within the previous five (5) years, that bidder shall automatically be deemed "not responsible" and its bid shall be rejected unless the Commissioner, subject to review by the Public Works Committee of the Cattaraugus County Legislature, determines otherwise. In all other cases, based on all of the information collected pursuant to this local law and any other factor deemed relevant, the Commissioner, or other department heads soliciting public works bids, shall determine if the apparent lowest bidder is in fact "responsible."

#### Section 5. Additional Requirements.

- A. Contractors and all subcontractors shall classify their workers as employees rather than as independent contractors, unless those workers meet the definition of "independent contractor" as defined by the Internal Revenue Service, and shall treat said employees accordingly for purposes of workers' compensation insurance coverage, unemployment insurance, employment taxes, and social security taxes.
- B. The contractors and all subcontractors shall submit certified payrolls to the Commissioner.

Section 6. Procedure. Cattaraugus County will make its own determinations of responsibility for low bidders. A bidder recognized by the state as a responsible vendor must still satisfy the requirements of this local law by submitting the required Cattaraugus County Vendor Responsibility Form within the required time frame.

Section 7. Incomplete Submissions by Bidders and Subcontractors. It is the sole responsibility of the contractor to comply with all submission requirements to the County. The submission requirements also apply to all subcontractors, except that the contractor shall submit all subcontractor questionnaires to the County of Cattaraugus for approval. Failure to submit the Form may lead to the rejection of the bid of the subcontractor at the County's discretion. Contractor submissions deemed non-responsive will result in automatic rejection of the bid.

Section 8. Materiality. The requirements of this Local Law are a material part of the bid documents and the contract and the successful bidder shall insert this Local Law in all subcontracts.

Section 9. Severability. If any clause, sentence, paragraph, subdivision, section or part of this Local law or the application thereof, to any person, individual, corporation, firm, partnership, entity or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional such order of Judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this Local law or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved In the controversy in which such judgment or order shall be rendered.

Section 10. Other Local Laws. Any prior Local Law or portion thereof in conflict with this Local Law is hereby repealed.

Section 11. Effective Date. This Local Law shall take effect upon filing in the Office of the Secretary of State, in accordance with Section 27 of the New York State Municipal Home Rule Law.



Iran Divestment Act of 2012”“Iranian Energy Sector Divestment”

Pursuant to State Finance Law § 165-a, the Commissioner of General Services is required to develop a list of persons it determines engage in investment activities in Iran, which is defined as provision of goods, services or credit of \$20,000,000 or more, relating to the energy sector.

General Municipal Law § 103-g(4) states as follows:

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or service performed or to be performed or good sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury:

The below signed bidder affirms the following as true under penalties of perjury:

- a. “By submission of this bid, the bidder identified herein and each person signing on behalf of the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that this bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the state finance law.”

Corporate or Company Name

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Sworn to before me this

\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

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

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## AGREEMENT

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This AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ by and between the County of Cattaraugus, a municipal corporation hereinafter called the "County" and \_\_\_\_\_ hereinafter called the "Contractor".

WITNESSETH that the County and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK. The Contractor will perform all Work as shown in the Contract Documents for the completion of the Project generally described as the reconstruction of County Road 57 at the intersection of Bentley Road, in the Town of Dayton, Cattaraugus County, New York.

(a) The Contractor shall furnish all of the materials and do all the Work required for the reconstruction of the roadway and all other incidental work detailed in the contract documents.

Article 2. ENGINEER. The Project has been designed by GPI/Greenman-Pedersen, Inc. and is hereinafter called the ENGINEER. The County and the ENGINEER will provide all on-site observation services, and County observation personnel will also be referred to as the ENGINEER.

Article 3. CONTRACT TIME. Time of beginning, rate of progress and time of completion are essential conditions of the Contract. The Contractor shall commence work within ten (10) days of the effective date of the Contract, unless written consent is given by the County to begin at a later date. The time limits for full road closure are no earlier than June 25, 2017 and no later than September 1, 2017. All work shall be completed on or before September 15, 2017. No work shall be performed outside the beginning and ending dates allowed by the NYSDEC and/or Army Corps of Engineers permits.

Article 4. CONTRACT PRICE. The County shall pay the Contractor for the performance of the Work in accordance with the Itemized Bid indicated in the bid documents.

Article 5. PAYMENTS. The County shall make payments on the account of the Contract as follows:

- (a) Upon request from the Contractor, the Engineer and the County will review and approve statements prepared by the Contractor for the total quantity of work properly completed by the Contract as of a specified date noted on the statement. No such statement, however, will be reviewed by the Engineer and County within one month after the start of Work under contract, or at intervals of less than one month. The County will pay the Contractor of the amount of each statement, less prior payments, forty-five (45) days after approval of the statement. Neither statement nor payment shall mean that any Work is accepted. The statements should be based on the percent complete of each subtask noted in the Itemized schedule.

## AGREEMENT

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- (b) The acceptance by the Contractor of the final payment of amounts withheld from the Engineer's statements shall be and shall operate as a release to the County and the Engineer of all claims and of all liability to the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the County and Engineer and others relating to or arising out of this Work.
- (c) The County reserves the right, at any time, to modify or change the Plans or Specifications as deemed necessary, and the Agreement shall not be invalidated thereby, however.
- (d) If the Contractor considers that he is being required to perform extra work for which no Change Order has been issued, then he shall serve Written Notice upon the County prior to such extra work is performed. On failure to serve this Notice, all rights of the Contractor to be paid therefore shall be forfeited.
- (e) As the work progresses in accordance with the contract and in a manner that is satisfactory to the County, the County hereby agrees to make payments to the Contractor therefore, based upon the proposal attached hereto and made part thereof as follows: The County 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 §106-b of the General Municipal Law. No monthly payments shall be rendered unless the value of the work completed equals 10% 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 Commissioner of Public Works deems it to be in the best interests of the County to do so. The Contractor shall not hold any retainage from any Subcontractor.

Article 6. CONTRACT DOCUMENTS. The Contract Documents which comprise the Contract between the Owner and the Contractor are attached hereto and made a part hereof and consist of the following:

- (a) The General Provisions and Proposal Booklet titled "County Road 57 Improvements at Intersection of Bentley Road, Town of Dayton" and dated January 2017.
- (b) Drawings and Plans
- (c) Any Modifications, including Addenda, duly delivered before the execution of this Agreement, and Change Orders incorporated after the Agreement is signed.
- (d) Bonds and Insurance instruments.

Article 7. MISCELLANEOUS.

- (a) Terms used in this Agreement shall have the same meanings which are defined in Section 101 of the NYSDOT Standard Specification, Construction and Materials of

## AGREEMENT

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January 1, 2017 and all Addenda.

- (b) The Contractor shall furnish a faithful performance surety bond on a form approved by the County in an amount equal to 100 percent of the Contract Price, and shall have as a surety thereon a surety company or companies authorized to do business in New York State. He likewise will furnish a Labor and Material Bond to guarantee the payment of all Labor and Materials supplied in connection with this Agreement.
- (c) Neither the County nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents and, specifically, the Contractor shall not assign any monies due or to become due without the prior written consent of the County.
- (d) The County and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect of all covenants, agreements and obligations contained in the Contract Documents.
- (e) The Contract Documents constitute the entire agreement between the County and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.

Article 8. CONTRACTOR REPRESENTATIONS. The Contractor is experienced in the use and interpretation of plans and specifications such as those included in these Contract Documents. He has carefully reviewed these and all of the Contract Documents and has found them free of ambiguity and sufficient for bid purposes. He has based his bid solely on these documents not relying on any explanation or interpretation, oral or written, from any other source.

Article 9. CONTRACT PROVISIONS. The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any part other than the County of Cattaraugus or GPI/Greenman-Pedersen, Inc., whether a contractor, licensor, licensee, lessor, lessee or any other party). In the event of a conflict between the terms of the contract (including any and all amendments thereto and amendments thereof) and the terms of this Article, the terms of this Article shall control.

(a) Non-Assignment Clause

In accordance with Section 109 of the General Municipal Law, this contract may not be assigned by the Contractor, or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the County and any attempts to assign the contract without the County's written consent are null and void.

(b) Workers' Compensation Benefits

In accordance with Section 108 of the General Municipal Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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required to be covered by the provisions of the Workers' Compensation Law.

(c) Non-Discrimination Requirements

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contract will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all monies due hereunder for a second or subsequent violation.

(d) Wage and Hours Provisions

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in such statute, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

(e) Non-Collusive Bidding Requirement

In accordance with Section 103-d of the General Municipal Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

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(f) Set-Off Rights

The County shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any monies due to the Contractor under this contract up to any amounts due and owing to the County with regard to this contract.

(g) Record-Keeping Requirement

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract for a period of six (6) years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The County Treasurer or County Administrator or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts and other evidential material during the contract term, extensions thereof and such (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.

(h) Governing Law

This contract shall be governed by the laws of the State of New York, except where the Federal supremacy clause requires otherwise.

(i) No Arbitration and Service of Process

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.

(j) Approval by County Legislature

This contract is subject to, and conditioned upon, approval by the Cattaraugus County Legislature.

(k) Postponement, Suspension, Abandonment or Termination of Contract

The County shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall deliver to the County all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to guarantees, warranties, as-built plans and shop drawings. In any of these events, the County shall make settlement with the Contractor upon an equitable basis as determined by the County which shall fix the value of the work which was performed by the Contractor

## AGREEMENT

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prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

(l) Indemnification

The Contractor shall indemnify and save harmless Cattaraugus County, its officers, and employees, the Engineer and GPI/Greenman-Pedersen, Inc, from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of such Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of the Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims on amounts arising or recovered under the Workers Compensation Law, or any other law, ordinance, order, or decree; and so much of the money due the Contractor under and by virtue of his Contract as shall be considered necessary by the County for such purpose, may be retained for the use of the County; or, in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act or omission to act of the County, the Engineer, or GPI/Greenman-Pedersen, Inc. or any of its representatives, and the Contractor agrees that any such claim shall be fully compensated for by an extension of time to complete the performance of work as provided herein. This indemnification shall include all costs and disbursements incurred by the County, the Engineer and GPI/Greenman-Pedersen, Inc. in defending any suit, including attorney's fees.

(m) Conflict of Interest

- (1) The Contractor warrants that to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the County.
- (2) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair the Contractor's objectivity in performing the work for the County.
- (3) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the County. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the



## AGREEMENT

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County, to avoid, mitigate, or minimize the actual or potential conflict.

- (4) The County may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the County, then the County may terminate the contract, or pursue such other remedies as may be permitted by law or this contract. The terms of Clause (k) of this Section or other applicable contract provision regarding termination shall apply to termination by the County pursuant to this clause.
- (5) The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this clause.

(n) Requests for Payment

All requests for payment by the Contractor must be submitted on forms supplied and approved by the County. Each payment request must contain such items of information and supporting documentation as required by the County, and shall be all inclusive for the period of time covered by the payment request.

(o) Performance of Work Required

The Contractor agrees that during the performance of the work required pursuant to this Agreement, the Contractor and all officers, employees, agents or representatives working under the Contractor's direction shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way the performance of the work required by this Agreement. Furthermore, each and every provision of law required to be inserted in this Agreement shall be deemed so inserted, and the Agreement shall be read and enforced as if such provisions were so inserted.

The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph.

(p) Independent Contractor Status

It is understood that the Contractor is an independent Contractor and shall not be considered an agent of the County nor shall any of the Contractor's employees or agents be considered sub-agents for the County. The final contract will be between the County and the Contractor and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between County and Contractor. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever. The Contractor understands and agrees that all persons performing work pursuant to the final contract are for purposes of workers' compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and

## AGREEMENT

responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor hereunder. The employees and agents of each party shall while on the premises of the other party, comply with all rules and regulations of the premises including, but not limited to security requirements. The Contractor agrees to comply with the non-discrimination employment policies as required by applicable state and federal laws and regulations regarding employment discrimination. The Contractor assures the County that in accordance with applicable law it does not, and agrees that it will not, discriminate in any manner on the basis of age, color, creed, national origin, race, religious belief, sexual preference, or handicap.

(q) No-Waiver

In the event that the terms and conditions of the Agreement are not strictly enforced by the County, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the County from enforcing each and every term of this Agreement thereafter.

(r) Severability

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

Attest

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

Attest

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

AGREEMENT

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ACKNOWLEDGMENT OF COUNTY

STATE OF NEW YORK )SS  
COUNTY OF CATTARAUGUS )

On this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

ACKNOWLEDGMENT OF CONTRACTOR (OUTSIDE NEW YORK STATE)

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

On this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the City/Town of \_\_\_\_\_ in State of \_\_\_\_\_.

(SEAL)  
Notary Public

\_\_\_\_\_

AGREEMENT

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ACKNOWLEDGMENT OF CONTRACTOR (WITHIN NEW YORK STATE)

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(SEAL)  
Notary Public

\_\_\_\_\_

## **SECTION D**

### **DEFINITIONS AND TERMS**

Same as Section 101 of the New York State Department of Transportation Standard Specifications, Construction and Materials of January 1, 2017 and all addenda.

References to the County's representative engineer and County personnel shall hereinafter be made as the "Engineer".

Under this contract the New York State Department of Transportation, Office of Engineering, January 1, 2017 Standard Specifications, Construction and Materials and addenda are amended as follows:

Under Section 101 – Abbreviations and Definitions of Terms

6. Subsection 101-02, Chief Engineer  
Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Cattaraugus County Commissioner of Public Works" or his authorized representative.
7. Subsection 101-02, Commissioner  
Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Cattaraugus County Commissioner of Public Works".
8. Subsection 101-02, Department  
Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Cattaraugus County Department of Public Works" and may also be used to mean the "Commissioner of Public Works" or his authorized representative.
9. Subsection 101-02, Departmental Geotechnical Engineer  
Delete the stated definition. The "Cattaraugus County Commissioner of Public Works" or his authorized representative shall be responsible and is in charge of all engineering and construction work on this contract.
10. Subsection 101-02, Departmental Engineering Geologist  
Delete the stated definition and substitute the same definition as above for Departmental Geotechnical Engineer.
11. Subsection 101-02, Department  
Delete the stated definition and insert: "Cattaraugus County Department of Public Works".
12. Subsection 101-02, Engineer or Engineer-In-Charge  
Delete the words "Department of Transportation" and substitute "Cattaraugus County Department of Public Works". Also delete the words "Regional Director" and substitute "Cattaraugus County Commissioner of Public Works".
13. Subsection 101-02, Final Agreement  
Delete "State of New York, Department of Transportation" and substitute "Cattaraugus County Department of Public Works".

14. Subsection 101-02, Inspector  
Delete “The Department of Transportation” and substitute “The authorized representative of the Cattaraugus County Department of Public Works”.
15. Subsection 101-02, Materials Bureau  
Delete the word “Bureau” and the stated definition and substitute “The Cattaraugus County Department of Public Works has the responsibility in the quality assurance for materials to be used on the contract”.
16. Subsection 101-02, Regional Director  
Delete the stated definition and substitute: “When used, means the Cattaraugus County Commissioner of Public Works”.
17. Subsection 101-02, State  
Delete the stated definition and substitute: “When used, means the County of Cattaraugus, represented by the Cattaraugus County Department of Public Works through the Commissioner of Public Works”.

Under Section 102 – Bidding Requirements and Conditions

18. Subsection 102-01, Location of Regional Offices  
Delete the entire subsection – not applicable.
19. Subsection 102-06, Bid Deposit  
Delete from the second and third lines the words “State of New York”, and substitute “County of Cattaraugus”.

## **SECTION E**

### **GENERAL PROVISIONS**

The provisions of Section 100 of the New York State Department of Transportation, Office of Engineering Standard Specifications, Construction and Materials of January 1, 2017 and all addenda shall apply except for the following revisions and/or additions included in Section E.

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## PART 1 BIDDING REQUIREMENTS AND CONDITIONS

### 1.1 NOTICE TO BIDDERS (ADVERTISEMENT)

Sealed bids for the reconstruction of Maples Road (County Road 13) in the Town of Mansfield, New York, will be received under the direction of the County Administrator at the Cattaraugus County Department of Public Works Facility, 8810 Route 242, Little Valley, New York until **February 28, 2017 at 1:45 p.m.**, after which they will be publicly opened at **2:00 p.m.** (at the same location), under the direction of the Public Works Committee of the Cattaraugus County Legislature. Each bid, at the time received, will be stamped by a clock showing date and time of receipt.

Reconfiguration of the County Road 57 and Bentley Road intersection in the Town of Dayton. The existing intersection has poor geometry with limited sight distance. The improvement will involve constructing a curve connecting Bentley Road with the easterly leg of CR 57. The northerly leg of CR 57 will be reconstructed to form a "T" intersection with the Bentley Road/easterly leg of CR 57.

The roadway will have two 11' travel lanes with 5' shoulders. The project will include property acquisition, minor drainage work, new signage, pavement marking, and utility relocation.

Highway approach work will consist of reconstruction and paving to accommodate minor adjustments to the vertical alignment, and utility coordination. The Contractor shall also be responsible for providing maintenance and protection of traffic by posting a detour route.

Copies of the Contract Plans and Documents may be examined at no expense at the following location:

Cattaraugus County Department of Public Works  
8810 Route 242  
Little Valley, New York 14755  
(716) 938-9121

GPI/Greenman-Pedersen, Inc.  
4950 Genesee Street, Suite 100  
Buffalo, New York 14225  
(716) 633-4844

Copies of the Contract Plans and Documents may be purchased only at the Cattaraugus County Department of Public Works. The purchase price for each set of Contract Plans and Documents is fifty dollars (\$50.00), which is refundable to bidders only. All checks for purchase of Contract Plans and Documents shall be made payable to "County of Cattaraugus". Full refund for one copy of the plans and specifications will be made to a bidder for this project, if such plans and specifications are returned in good condition within 30 calendar days after the award of the contract or after the rejection of the proposal. The successful bidder is not required to return the copy of the plans and specifications in order to be entitled to such refund. No refund will be made for more than one set of plans and specifications nor to persons or firms not submitting a bid.

Questions regarding the contract documents for this project may be directed to Timothy R. Woodbury P.E., L.S., Project Manager for GPI/Greenman-Pedersen, Inc., (716) 633-4844.

All bids must be written in ink on the forms provided. The contractor must **submit the original and one additional copy**. The bid must be accompanied by a certified check, cashier's check, or bid bond made payable to "Treasurer, Cattaraugus County", in the amount of 5% of the bid, as a guarantee that if the Contract is awarded to the bidder, he will sign the Contract and furnish a

The Construction of this project will be done in strict accordance with the State of New York Department of Transportation policies, procedures and specifications entitled Standard Specifications, Construction and Materials adopted January 1, 2017 and addenda. The General Provisions of Contract, Contract Forms of Proposal, Agreement, Bonds, General Construction Specifications, Materials of Construction which are contained in the specifications will be adhered to in all respects.

Attention should be paid to Section 106-11 of the New York State Department of Transportation Standard Specifications, Construction and Materials as pertains to Buy America Bid Requirements.

Particular attention is hereby directed to the sections, "Definitions and Terms" and "General Provisions" contained herein which denotes definitions of the responsible parties and/or persons who will direct and supervise this work and contract in lieu of the references made in the specifications to State Engineer and officials.

In compliance with the provisions of Section 115 (Prevailing Rate of Wage), Public Law 627, the minimum wages paid laborers and mechanics are included in wage schedules that are set out in the bid proposal.

The County of Cattaraugus reserves the right to reject any or all bids, to waive any informality in any bids, and to award the Contract in the County's best interest. The County reserves the right to make the award within forty-five (45) calendar days after the date of the bid opening during which period bids shall not be withdrawn.

## 1.2 CATTARAUGUS COUNTY VENDOR RESPONSIBILITY FORM

Cattaraugus County Local Law 12-2012 as amended by Local Law 5-2015 requires that the County provide a copy of the Cattaraugus County Vendor Responsibility Form to the low bidder. The low bidder will have 5 business days to return the completed form unless the form was mailed by the county to the vendor, in which case they will have 10 business days from the date of the mailing to return the form. Failure by the low bidder to submit the form within the above time frame will lead to the automatic rejection of their bid. The contractor must also ensure that all subcontractors to be used on the project complete this form and submit it to the County for approval within 5 days of the preconstruction meeting. Failure to do so may lead to the rejection of the subcontractor at the County's discretion.

Currently the Commissioner of Public Works has approved the CCA-2 (New York State Vendor Responsibility Questionnaire For-Profit Construction) with attachments A, B, and C to serve as the Cattaraugus County Vendor Responsibility Form.

## 1.3 BID GUARANTEE

Proposals shall be accompanied by a bid guarantee in the form of a certified check, cashier's check, or bid bond in the amount of five percent (5%) of the total amount bid. It shall be made payable to "Treasurer, Cattaraugus County".

## 1.4 DELIVERY OF BIDS

Each bid must be submitted in duplicate in a sealed envelope clearly marked to indicate its contents. Sealed bids must be delivered to the Cattaraugus County Commissioner of Public Works at or before the date, time and location specified herein. No responsibility shall be attached to the Commissioner

#### 1.4 DELIVERY OF BIDS

Each bid must be submitted in duplicate in a sealed envelope clearly marked to indicate its contents. Sealed bids must be delivered to the Cattaraugus County Commissioner of Public Works at or before the date, time and location specified herein. No responsibility shall be attached to the Commissioner of Public Works or his representatives for the premature opening of any bid not properly labeled. Bidders assume all responsibilities and risks associated with mail or courier delivery. When sent by mail, the sealed bid must be addressed to the County at the address and in care of the official in whose office bids are to be received. All bids shall be filed prior to the time and at the place specified in the "Notice to Bidders". Bids received after the time for opening of bids will be returned to the bidder unopened.

#### 1.5 NOTICE OF SPECIAL CONDITIONS

The contractor's attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- A. Insurance requirements – Item 6.4
- B. Revisions to the New York State Department of Transportation Standard Specifications in Section F
- C. New York State Department of Transportation Special Conditions included in Section G – Special Notes.
- D. Portland Cement Concrete Revisions and Supplements – Section I
- E. Prevailing wage rates required by N.Y.S. Labor Law – Section J

#### 1.6 DISQUALIFICATION OF BIDDERS

Anyone or more of the following may be considered as sufficient cause for the disqualification of a bidder and the rejection of his bid.

- (a) More than one bid for the same work from an individual, firm or corporation under the same or different names.
- (b) Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work with the County until any such participant shall have been reinstated as a qualified bidder.
- (c) Lack of competency and adequate machinery, plant and other equipment, as revealed by the financial statements and experience questionnaire.
- (d) Unsatisfactory performance record as shown by past work for any owner judged from the standpoint of workmanship and progress.
- (e) Uncompleted work which, in judgment of the County, might hinder or prevent the prompt completion of this work if awarded.
- (f) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force at the time of letting.
- (g) Failure to comply with any qualification regulations of the County.

### 1.7 REJECTION OF BIDS

The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

## PART 2 AWARD AND EXECUTION OF CONTRACT

### 2.1 CONSIDERATION OF BIDS

In accordance with Section 102-04 of the 2017 Standard Specifications, after the bids are opened and read, they will be compared on the basis the current gross summary in a manner hereafter described for which the work will be performed according to the plans and specifications together with the unit price for each of the separate items as called for. The lowest bid shall be determined by the County on the basis of the gross sum for which the entire work will be performed, arrived at by a correct computation of all items specified in the bid therefore at the unit prices stated in the bid. If a conflict arises within the bid, then the words will be used for the final tabulation.

The right is reserved to reject any or all bids, to waive technicalities, to advertise for new bids, or to proceed to do the work otherwise, if in the judgment of the Commissioner the best interests of the County will be promoted thereby.

### 2.2 CANCELLATION OF AWARD

The County reserves the right to cancel the award of any Contract at any time before the execution of the Contract by all parties without any liability against the County.

### 2.3 RETURN OF BID GUARANTEE

All bid guarantees, except those of the three lowest bidders, will be returned immediately following the opening and checking of bids. That of the successful bidder will be returned after a satisfactory bond has been furnished and the Contract has been executed. The remaining two guarantees will be returned within ten (10) calendar days following the award of the Contract.

### 2.4 BONDS

The successful bidder shall at the time of the execution of the Contract, furnish a performance bond and a payment bond each in an amount equal to the full amount of the Contract. The purpose of such bonds is to assure the faithful performance of this Contract as well as the payment of all persons performing labor and furnishing materials in connection with this Contract. The form of the bonds and the security shall be acceptable to the County.

Negotiable securities, satisfactory to the County, in an amount equal to that specified for the Contract bond, may be deposited with the County in lieu of such Contract bond and shall be subject to all the conditions of such bond and to such agreements as may be required by the County.

### 2.5 FAILURE TO EXECUTE CONTRACT

Failure of the Contractor to execute the Agreement and file acceptable performance and payment bonds within ten (10) calendar days from the date of the *Notice of Award* (see form on page E-21) after he has received the Contract form shall be just cause for annulment of the award, and for the forfeiture of the bid guarantee. The bid guarantee shall become the property of the County, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder or the work may be readvertised and constructed under a new Contractor or otherwise as the County may decide.

## PART 3 SCOPE OF WORK

### 3.1 RESPONSIBILITY OF THE CONTRACTOR

The Contractor will be held responsible for the execution of a satisfactory and complete price of work, in accordance with the true intent of the drawings and specifications. He shall provide, without extra charge, all incidental items required as a part of his work including layout and survey, even though not particularly specified or indicated. If he has good reason for objecting to the use of any material, appliance, or method of construction as shown or specified, then he shall report such objections to the Engineer, and if approved by the Engineer, shall obtain proper adjustment before the Contract is made, and then shall proceed with the work with the understanding that a satisfactory job will be required. The Contractor is solely responsible for site safety and adherence to OSHA regulations.

#### General Scope of Work:

- Provide on-site maintenance and protection of traffic within project limits and an off-site detour as shown in the Contract Documents.
- Layout and instrument survey of items in Contract.
- Mill and dispose of existing pavement millings as indicated in the contract plans.
- Provide erosion control measures to comply with permits.
- Reconstruct pavement to accommodate alignment adjustments.
- Construct environmental enhancements as indicated in the contract documents.
- Construct new drainage system.

## PART 4 CONTROL OF WORK

### 4.1 AUTHORITY OF ENGINEER

The Commissioner of Public Works will be represented by the Engineer who will observe the work done under the Contract on a full time basis throughout construction.

The Engineer shall inspect work performed, review materials to be used, and stop and reject work and materials found to be not in accordance with the plans and specifications. His authority shall cover all phases of the work. In the event that questions should arise concerning the interpretation or changes of plans and specifications or to the acceptability of the work, the Contractor shall submit his questions, in writing, to the Engineer. These questions shall be forwarded to the Commissioner of Public Works along with the Engineer's recommendations.

The Engineer may place on the job other personnel who shall observe the work as his direct representatives. Their authority shall consist of observing the work under the Contract, rejecting any defective material used and temporarily suspending any work improperly performed. They will not have any authority to make changes or alterations in the plans and specifications, nor be permitted to act as foremen for the Contractor.

Any work done or materials used without scheduling suitable observation by the Engineer or his authorized representative as noted in Section D may be ordered removed and replaced at the Contractor's expense.

### 4.2 SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE OF WORK

When in the opinion of the Engineer the Contractor has substantially completed the project or a specified area of a project so that the County can occupy or utilize the project for the use it was intended, the Engineer shall recommend to the Commissioner of Public Works to issue a Certificate of Substantial Completion (See form on page E-23).

When in the opinion of the Engineer the Contractor has fully performed the work under the Contract, the Engineer shall recommend to the Commissioner of Public Works the acceptance of the work so completed. If the Commissioner of Public Works accepts the recommendation of the Engineer, then he shall notify the Contractor by letter of such acceptance, and copies of such acceptance shall be sent to other interested parties.

### 4.3 CONTRACTOR'S PERSONNEL

The Contractor shall place in charge of the work a competent and reliable English-speaking Superintendent, who shall have the authority to act for the Contractor and who shall be acceptable to the Engineer. This Superintendent must be present at all times during the working day to receive directions and orders given by the Engineer or his representatives. All workers must have sufficient skill and experience to properly perform the work assigned to them. Any person employed by the Contractor who the Engineer may deem incompetent or unfit to perform the work shall at once be discharged and shall not again be employed on projects for the County at that specific task.

#### 4.4 COOPERATION WITH UTILITIES

It shall be the Contractor's duty to notify all utility companies or other parties affected within a time frame as not to affect the schedule prior to all necessary adjustment of the public or private utility fixtures and other appurtenances within or adjacent to the limits of construction. The Contractor shall notify the Engineer in writing describing the need for, and extent of, utility adjustments and the anticipated schedule.

It is understood and agreed upon that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans and that no additional compensation will be allowed for any delays, inconveniences, or damage sustained by him due to any interference from the utility appurtenances or the operation of moving them by the utility owners. The Contractor will be responsible for any fees required by the utility owners for temporary locations.



## PART 5 CONTROL OF MATERIALS

### 5.1 CERTIFICATE OF ACCEPTABILITY

All certificates of acceptability of materials required by the specifications shall be supplied by the Contractor at no expense to the County. The Engineer shall have the right to approve of the laboratories or fabricators which will issue the certificates.

The cost of the inspection by the Engineer of any plants not approved by the New York State Department of Transportation shall be borne by the Contractor. This shall include, but not be limited to, plants employed to provide mobile concrete and steel reinforcement.

## PART 6 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

### 6.1 SUBCONTRACTORS, MATERIALMEN AND LABORERS

The Contractor shall furnish the Engineer, before final payment is authorized, an affidavit that all labor and material associated with the work in any way is paid for in full. The Contractor shall indemnify and hold the County and the Engineer harmless from any lien or claim which may be made or filed after such payment by any subcontractor, materialman or laborer in connection with work performed hereunder.

### 6.2 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall indemnify and save harmless Cattaraugus County, its officers, and employees and GPI/Greenman-Pedersen, Inc. from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims on amounts arising or recovered under the Workers' Compensation Law, or any other law, ordinance, order, or decree; and so much of the money due the Contractor under and by virtue of his Contract as shall be considered necessary by the County for such purpose, may be retained for the use of the County; or, in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act or omission to act of the County or GPI/Greenman-Pedersen, Inc., or any of its representatives, and the Contractor agrees that any such claim shall be fully compensated for by an extension of time to complete the performance of work as provided herein.

### 6.3 NO WAIVER OF LEGAL RIGHTS

The County shall not be precluded or stopped by a measurement, estimate or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any such measurement, from recovering from the Contractor or his sureties, or both, such damage as it may sustain by reason of his failure to comply with the terms of the Contract. Neither the acceptance by the County, or any representative of the County, nor any extension of time, nor any possession taken by the County shall operate as a waiver of any portion of the Contract or of any power herein reserved, or of any right to damages. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

## 6.4 INSURANCE

The Contractor shall procure and maintain at its own expense and without expense to the County, until final acceptance by the County, of the work covered by the contract, insurance for liability for damages imposed by law, of the kinds and in the amounts hereinafter provided, with insurance companies authorized to do such business in the County covering all operations under the contract whether performed by it or its subcontractors. Within ten (10) days of the Notice to Award and prior to the commencement of any work the Contractor shall furnish to the Cattaraugus County Personnel Officer a certificate or certificates of insurance in form satisfactory to the Cattaraugus County Personnel Officer showing that it has complied with this Section, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the Cattaraugus County Personnel Officer. Failure to supply a satisfactory certificate with ten (10) days after the Notice of Award may result in the cancellation of award and for the forfeiture of the Contractor's bid security, in the sole discretion of the County. The types of insurance are as follows:

- A. Workers' Compensation Insurance. A policy covering the obligations of the Contractor in accordance with the provisions of the Workers' Compensation Law, covering all operations under the contract, whether performed by it or its subcontractor and also under the Disability Benefits Law. The contract, shall be void and of no effect unless the person or corporation making or executing same shall secure compensation and disability benefits coverage for the benefit of, and keep insured during the life of the contract, such employees in compliance with the provisions of the Workers' Compensation Law.
- B. Liability and Property Damage Insurance. Policies following the 1986 Insurance Services Office formats shall be provided. Unless otherwise specifically required by special provision, each policy shall not be amended or contain deductible clauses or coverage exclusions of any nature and shall have limits not less than shown on page E-16, Type A – Construction & Maintenance.

For all damages arising during the policy period, shall be furnished in the types (a1.) through (e.) as described below. An umbrella type policy, dedicated to this contract, may be used to meet these limits.

- a1. Contractor's Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor with respect to all work performed by him under the agreement;
- a2. Contractor's Liability Insurance issued to and covering the liability for damages imposed by law upon EACH SUBCONTRACTOR with respect to all work performed by said subcontractor under the agreement;
- b. Contractor's Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor with respect to all work under the agreement performed for the Contractor by subcontractors;
- c. Completed Operations' Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor and each subcontractor arising between the date of final cessation of the work and the date of final acceptance thereof, out of

that part of the work performed by each;

- d. Protective Liability Insurance issued to and covering the liability for damages imposed by law upon Cattaraugus County and the Commissioner of Public Works and all employees of the County and the County both officially and personally, 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 or any consultant inspecting engineer or inspector working for or on the project, and their agents or employees,, with respect to all operations under the agreement by the Contractor or its subcontractors, including omissions and supervisory acts of the State, municipality, public benefit corporation or consultant. Specifically, this includes, but is not necessarily limited to the parties listed below.

Failure to list a firm, organization or municipality, etc. does not eliminate the requirement to provide such coverage.

If the Contractor elects to use the same policy for more than one project, then it must provide with the insurance certificate the Aggregate Limits of Insurance (per project) Endorsement indicating the specific project site and contract number;

- e. Commercial General Liability (Premises, Existence, Hazard) Liability Insurance (formerly called Owner's, Landlord's and Tenant's Liability Insurance) issued to and covering the liability for damages imposed by law upon Cattaraugus County and the Commissioner of Public Works and all employees of the County and the County both officially and personally, 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 or any consultant inspecting engineer or inspector working for or on the project, and their agents or employees, with respect to temporarily opening any portion of the County construction project under this agreement, until the construction or reconstruction pursuant to the agreement has been accepted by the County. Specifically, this includes, but is not necessarily limited to the parties listed on page E-16.

Failure to list a firm, organization or municipality, etc. does not eliminate the requirement to provide such coverage. This coverage will not be required for contracts involving only turf establishment, landscaping, or traffic signals, which do not involve work on the roadway.

- C. Automobile Liability and Property Damage Insurance. A policy covering the use in connection with the work covered by the Contract Documents of all owned, non-owned and hired vehicles bearing, or, under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear license plates."

List of Additional Insured Parties

County of Cattaraugus  
GPI/Greenman-Pedersen, Inc.

## 6.5 LITIGATION

In the event any litigation shall arise from this contract, the laws of the State of New York shall control any litigation, regardless of which party shall institute such action.

# COUNTY OF CATTARAUGUS STANDARD INSURANCE REQUIREMENTS

The insurance companies providing these coverages acknowledge that the Named Insured is entering into a contract with the County of Cattaraugus in which the Named Insured agrees to defend, hold harmless, and indemnify the County, its officials, employees, and agents against all claims resulting from work performed, material handled, and services rendered. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternate coverage and limits should be evidenced on the certificate in lieu of the standards printed below.

Minimum Coverage Limits are as Follows:

	A Construction & Maintenance	Aa Low Risk Construction & Maintenance	C Professional	D Property Leased to Others or Use of Facilities	F Livery	G All Purpose Public Entity, Concessionaire	Ga Low Risk All Purpose Public Entity
*** COMMERCIAL GENERAL LIABILITY	\$2,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.
Prod. - Ops.	Include	Include	Include	Include	Include	Include	Include
Prod. - Compl. Ops.	Include	Include	Include	Include	Include	Include	Include
Incop. Contractor	Include	Include	Include	Include	Include	Include	Include
Contractual	Include	Include	Include	Include	Include	Include	Include
3rd Property Damage	Include	Include	Include	Include	Include	Include	Include
X.C.U.	Include	Include	Include	Include	Include	Include	Include
Personal Injury	Include	Include	Include	Include	Include	Include	Include
Liquor Law	Include	Include	Include	Include	Include	Include	Include
Host Liquor	Include	Include	Include	Include	Include	Include	Include
*** AUTO LIABILITY	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	Include	Include	Include	Include	Include	Include	Include
Hired	Include	Include	Include	Include	Include	Include	Include
Non Owned	Include	Include	Include	Include	Include	Include	Include
*** EXCESS LIABILITY	\$3,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$3,000,000	\$1,000,000	
WORKERS' COMP. DISABILITY	Per attached Information sheet	Per attached Information sheet	Per attached Information sheet	Per attached Information sheet	Per attached Information sheet	Per attached Information sheet	Per attached Information sheet
EMPLOYER'S LIABILITY	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
*** PROFESSIONAL LIAB.			\$3,000,000 Agg. \$1,000,000 Occ.				

\* The Comprehensive Commercial General Liability limits can be met by one or more policies, or in combination with an Excess and/or Umbrella Liability policy. The CGL must indicate if the coverage triggers an "Occurrence" form or a "Claims-made" form.

All "Claims-made" policies shall continue to provide evidence of coverage three (3) years after completion of work or product delivery.

\*\* Cattaraugus County MUST be named as Additional Insured for all acts of Named Insured pursuant to this contract.

\*\*\* Professional Liability policies are not required to have the County as Additional Insured

Each policy, as allowed by law, shall be endorsed stating that the contractor's Insurers agree to waive any rights of subrogation against the County of Cattaraugus because of payments for any injury or damages arising out of work performed under this contract.

## PART 7 PROSECUTION AND PROGRESS

### 7.1 NOTICE TO PROCEED

The "Notice to Proceed" (see form on page E-21) will stipulate the date on which it is expected the Contractor will begin the work. Commencement of work by the Contractor shall be deemed and taken as a waiver of this notice on his part. In no case, however, shall the Contractor begin work prior to the date of the signing of the Contract.

### 7.2 PROSECUTION OF WORK

The Contractor shall start construction operations on the part of the project approved by the Engineer, or set forth in the approved Progress Schedule. The work shall be conducted in such manner and with sufficient materials, equipment, and labor as are considered necessary to insure its completion in accordance with the plans and specifications as interpreted by the Engineer, by the date set forth in the Agreement. Should the prosecution of the work for any reason be discontinued, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

### 7.3 TEMPORARY SUSPENSION OF WORK

The Engineer shall have the authority to suspend the work wholly or in part by written order for such period as he may deem necessary due to unsuitable weather, to conditions considered unfavorable for the suitable prosecution of the work, or to carry out orders given or to perform any provisions of the Contract.

### 7.4 DATE OF COMPLETION OF CONTRACT WORK

The Contractor shall perform fully, entirely, and in a satisfactory and acceptable manner the work contracted, by the date stipulated in the Agreement.

In adjusting the Agreement date for the completion of the project, all strikes, lock-outs, unusual delays in transportation, or any condition over which the Contractor has no control, and also any suspensions ordered by the Engineer for causes not the fault of the Contractor, shall be excluded from the computation of the contract time for completion of the work. No allowance will be made for delays or suspensions of the prosecution of the work due to the fault of the Contractor.

### 7.5 TERMINATION OF CONTRACT

If the Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors or a receiver is appointed for the Contractor or any insolvency arrangement proceedings are instituted by or against him, or if the Contractor fails after seven (7) days notice to supply enough properly skilled workers or proper materials or fails to prosecute the work with such diligence as will insure its completion by the Agreement date or shall in any other respect commit a breach of his Agreement and fail to remedy the same within seven (7) days after notice thereof, then the County may, by twenty-four (24) hours written notice, terminate the Contractor's right to proceed with the balance of the work or with any portion thereof and may take possession of the work and complete it by Contract or otherwise. The County may utilize such materials, plant and equipment as may be on the site of the work.

## 7.6 FAILURE TO COMPLETE WORK ON TIME

When the work embraced in the Contract is not completed on or before the date specified therein, engineering and inspection expenses incurred by the County upon the work from the completion date originally fixed in the Agreement to the final date of completion of the work may be charged to the Contractor and be deducted by the County from any payment due the Contractor. Consideration of any extra work or supplemental Contract work added to the original Contract as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration by the County before assessing engineering and inspection charges against the Contractor. The Contractor will be responsible for any delays resulting from causes within the Contractor's control, including inefficient operations, and the Commissioner of Public Works shall be the sole judge of whether such charges shall be assessed against the Contractor.

The beginning and ending dates of the allowable period of construction will be stipulated in the New York State Department of Environmental Conservation (NYSDEC) and/or Army Corps of Engineers wetland permits. If work is performed outside the stipulated period of time, then the Contractor will be subject to pay any fines resulting from violation of the permits.

## 7.7 ASSIGNMENT

Assignment of the contract shall be in accordance with Section 109 of the General Municipal Law as follows:

### **§109. Assignment of public contracts**

1. A clause shall be inserted in all specifications or contracts hereafter made or awarded by any officer, board or agency of a political subdivision, or of any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
2. If any contractor, to whom any contract is let, granted or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, shall without the previous written consent specified in subdivision one of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from any and all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignees, transferees or sublessees shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent, or affect an assignment by any such contractor for the benefit of his creditors made pursuant to the laws of this state.



## PART 8 MEASUREMENT AND PAYMENT

### 8.1 PAYMENTS ON CONTRACT

Payments to the Contractor for work satisfactorily completed will be made monthly in the amount of the work completed. No monthly payment will be rendered for less than 10% of the Contract amount or \$1,000, whichever is less. The payments will be based on the completed percentage of each unit bid as shown in the Itemized schedule.

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

No certificate approving or authorizing the first partial payment, or in the event taxes shall be found due in accordance with this Section after the first payment to the Contractor, then no certificates approving or authorizing any final payment shall be made to a foreign Contractor unless such Contractor furnishes satisfactory proof that all taxes due by such Contractor under the provisions of Articles 9, 9A, 16, and 16A of the Tax Law have been paid. The certificate of the State Tax Commission to the effect that all such taxes have been paid shall be conclusive proof of the payment of such taxes.

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

### 8.2 DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Engineer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

The Engineer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, then an equitable adjustment shall be made under this clause and the contract modified in writing accordingly. The Contractor shall not have rights to suspend work during resolution of a differing site condition as stipulated in Section 105-14 of the Standard Specifications.

No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed above for giving written notice may be extended by the Engineer.

## NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### PROJECT Description:

Reconstruction of County Road 57 (Cottage-Markham Road)  
At Intersection of Bentley Road, Town of Dayton, Cattaraugus County, New York

The County has considered the Bid submitted by you for the above-described work in response to its Advertisement for Bid No. \_\_\_\_\_ opened \_\_\_\_\_.

You are hereby notified that your Bid has been accepted in the amount of \$ \_\_\_\_\_

You are required by the General Provisions to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten (10) calendar days from the date of this Notice of Award.

If you fail to execute such Agreement and to furnish the Bonds within the ten (10) days from the date of this Notice, then the County will be entitled to consider all your rights arising out of Cattaraugus County's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. Cattaraugus County will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to Cattaraugus County.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

OWNER: Cattaraugus County

BY: \_\_\_\_\_

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

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

\_\_\_\_\_  
Dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

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

Title: \_\_\_\_\_

## NOTICE TO PROCEED

**DATE:**

**PROJECT:** Reconstruction of County Road 57 (Cottage-Markham Road) at Intersection of Bentley Road in the Town of Dayton, Cattaraugus County, New York

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_ on \_\_\_\_\_. All work shall be completed on September 15, 2017 and final payment shall be submitted within 45 calendar days of completion of work.

You are required to return an acknowledged copy of this Notice of Proceed to Cattaraugus County

CATTARAUGUS COUNTY

Owner

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

Title: \_\_\_\_\_

### ACCEPTANCE OF THIS NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

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

Title: \_\_\_\_\_

# CERTIFICATE OF SUBSTANTIAL COMPLETION

**DATE:**

**PROJECT:** Reconstruction of County Road 57 (Cottage-Markham Road) at Intersection of Bentley Road in the Town of Dayton, Cattaraugus County, New York

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The performed under this contract has been inspected by authorized representatives of the County, Contractor and Engineer and the Project was found to be substantially completed in accordance with the contract documents.

---

## DEFINITION OF SUBSTANTIAL COMPLETION

The date of substantial completion of a project or a specified area of a project is the date when the construction is sufficiently completed, in accordance with the contract documents, as modified by any change orders agreed to by the parties, so that the County can occupy or utilize the project or specified area of the project for the use it was intended.

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A tentative list of items to be completed or corrected is attached hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the work in accordance with the contract documents

\_\_\_\_\_  
Engineer By \_\_\_\_\_  
Authorized Representative

Date \_\_\_\_\_

The Contractor accepts the above Certificate of Substantial Completion and agrees to complete and correct the items on the tentative list with the time indicated.

\_\_\_\_\_  
Contractor By \_\_\_\_\_  
Authorized Representative

Date \_\_\_\_\_

The County Accepts the project or specified area of the project as substantially complete and will assume full possession of the project or specified are of the project at \_\_\_\_\_(time), on \_\_\_\_\_(date).

Cattaraugus County By \_\_\_\_\_  
Authorized Representative

Date \_\_\_\_\_

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SECTION F

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## **SECTION G**

### **SPECIAL NOTES**

The Contractor's attention is specifically called to Section 102-08 of the State of New York Department of Transportation, Office of Engineering, Standard Specifications, Construction and Materials of January 1, 2017, including any addenda and errata to date.

### **PERFORMANCE GRADED (PG) BINDER AND MIX DESIGN LEVEL**

SUPERPAVE Hot Mix Asphalt (HMA), 9.5, 19.0 & 37.5. Nominal Maximum Size Requirements of this note apply to all Section 402 Hot Mix Asphalt (HMA) items under this contract.

#### **PG BINDER**

Use a PG 64-22 meeting the requirements of AASHTO M320, Standard Specification for Performance Graded Asphalt Binder for the production of Superpave Hot Mix Asphalt mixtures for this project.

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

#### **MIX DESIGN**

The mixture designs must be developed in accordance with the criteria specified in the Superpave HMA items that are appropriate for an "Estimated Traffic" of greater than 0.3 but less than 3.0 million 80 kN ESALs. Under no circumstances shall the PG Binder content in the HMA be less than 5.8% for a 9.5 mm design, 5.2% for a 12.5 mm design, 4.5% for a 19.0 mm design 4.2% for a 25.0 mm design, or 3.7% for a 37.5 mm design.

When crushed gravel is to be used in the production of SUPERPAVE Hot Mix Asphalt mixtures, the minimum percent of crushed particles shall be as follows: for particle sizes greater than 12.5 mm, 75% one crushed face, for particle sizes between 12.5 mm and 2.36 mm, two crushed faces.

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

**AADT for Design Year 2066 (1486)**

**Total 80 kN ESAL Count for the Design Life (1,544,244)**



## **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.

## **LATE DELIVERY OF MATERIAL IN SHORT SUPPLY**

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.

## **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.

## **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.

## **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, then 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. Relocation of public utilities and accessories is a responsibility of the servicing agency. Every reasonable attempt will be made by the agents of the County 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 County for extra work or loss of time due to such utilities or the removal or relocation of such utilities.

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.

### **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.

### **PRECONSTRUCTION CONFERENCE AND PROJECT SCHEDULE**

The Contractor shall submit to the County and the Engineer a detailed construction schedule acceptable to the Engineer for review prior to the preconstruction conference. The schedule shall be based on the begin and end of each subtask as outlined in the bid schedule. The Contractor should be represented at the preconstruction conference by those staff to be in responsible charge of the work, including the site superintendent.

### **CONCRETE INSPECTION**

The plant selected to fabricate the mobile concrete must be acceptable to the Engineer. Should the plant selected not be equipped with automatic proportioning and recording devices for portland cement approved by the New York State Department of Transportation, a site inspection of the plant will be required by the Engineer. The cost of the site visit shall be borne by the Contractor at no cost to the County.

### **SUBLETTING OR ASSIGNING THE CONTRACT**

The Contractor shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except any items designated by the County as "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with his own organization.

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.

#### **Specialty Items in the Contract**

- Item 610.16xx - Establishing Turf
- Item 625 Series - Survey Operations
- Item 640 Series - Pavement Markings
- Item 645 Series - Signs

## **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.
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.

## **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.

## **REQUIRED NOTICES**

### **a. Fire and Police Officials**

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.

### **b. School Officials and Ambulance Companies**

The Contractor shall closely coordinate all work impacting school pedestrian and bus traffic with the Engineer. Safe School Route Maintenance Plans shall be submitted by the Contractor and approved by the Engineer prior to construction. The cost of any additional signage, flagpersons or other requirements to maintain school routes throughout the duration

of the project shall be included in the Bid price for Item 619.01.

The Contractor is required to make personal contact with appropriate ambulance companies in respect to the effect of the on-site detour 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.

### **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 County, and all bids should be submitted on this basis.

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

### **PERMITS**

The Cattaraugus County Department of Public Works holds a General Permit with the New York State Department of Environmental Conservation (NYSDEC). The General Permit covers the following:

- Article 15, Title 5: Protection of Water
- 6NYCRR 608: Water Quality Certification
- Article 24: Freshwater Wetlands

The NYSDEC permit number is 9-0400-00001/00001.

- Storm Water Pollution Protection Permit

### **SHOP DRAWING REVIEW**

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.

### **MATERIAL SAFETY DATA SHEETS**

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

## **ASBESTOS**

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

## **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.

## **SUBSURFACE CONDITIONS**

Subsurface explorations have been made for this project at locations indicated on the general plan. The boring logs and other subsurface information that has been made available for the inspection of bidders were obtained with reasonable care and recorded in good faith by the Geotechnical Engineer.

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

It is understood that such information was obtained and intended for design and estimate purposes only. It is made available to bidders (in good faith) only that they may have access to identical subsurface information available to the Engineer, and is not intended as a substitute for personal investigations, interpretations and judgment of the bidder.

The Contractor's attention, however, is called to the fact that the information obtained from the subsurface explorations furnished is not to be substituted for personal investigation and research by the Contractor as required by the Agreement.

In the event that subsurface conditions vary from those shown by the explorations, the Contractor will still be required to establish the foundations to the necessary load carrying capacities as directed by the Engineer. It will be the Contractor's obligation and responsibility to use methods and equipment which will insure the satisfactory completion of the required work without delay.

## **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.

If the section of highway under construction is designated as a Restricted Highway by the Highway Superintendent, then only legal loads will be permitted unless otherwise authorized in writing by the

Engineer. Such authorization will in general apply only to those portions of the highway that are to be destroyed during construction and generally not newly finished pavement or structures.

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.

### **EQUIPMENT**

RENTAL RATES – A list of equipment to be used in the contract shall be submitted to the Engineer before any work is started. Such list will include all necessary information to ascertain New York State Rental Rates and need not include trucks.

### **ASPHALT CONCRETE**

HAUL – The Contractor's attention is directed to the fact that asphalt concrete may NOT be hauled in excess of 35 miles from the source of supply to the project, without written permission of the Cattaraugus County Commissioner of Public Works.

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.

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.

### **REMOVAL OF COUNTY OR TOWN-OWNED FACILITIES**

The Contractor shall give sufficient notice to the Engineer, for removal by Department Forces, of such County or Town-owned facilities as signs and delineators.

### **EXISTING CONDITIONS**

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.

### **INSURANCE**

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.

## **UTILITY DISPOSITION**

There are utility relocations expected for this project. The Contractor's attention is directed to the existing, overhead electric and telephone lines located along the side of the roadway. The Contractor shall use caution when performing work in the vicinity of these overhead lines.

## **ELECTRICAL SAFETY**

This proposal insert note contains policy and procedures for working near energized electrical systems. It is based on OSHA standards, the N. Y. S. High Voltage Proximity Act, and Highway Law. It applies to all operations in the contract that could cause employees or the vehicles or equipment they are operating to come into contact with or enter into dangerous proximity to energized electrical systems.

The N. Y. S. High Voltage Proximity Act applies to electrical systems carrying 600 volts or more and requires employers to:

- A. Ensure employees are not placed in proximity to high voltage. Proximity is defined as within 10 ft. for voltages up to 50 kilovolts.
- B. Inform employees of the hazards and corresponding precautions when working near high voltage.
- C. Post warning decals on equipment regarding 10 ft. minimum clearance.
- D. Ensure that when an equipment operator is unable to assess clearances a "spotter" observes for clearance and directs the operator.
- E. Notify the utility at least 5 working days before any work begins which requires the utility to identify voltages and clearances, or de-energize, insulate or relocate lines.

Failure to comply with any of its provisions is a violation of law and a serious breach of State safety policy and procedure, and the Engineer will issue a stop work order pursuant to §105-01, Engineer's Authority, for any operation that is not in compliance.

## **PROCEDURES**

GENERAL. Prior to the start of work where contact with energized electrical systems is possible, the Contractor shall identify energized lines or equipment and reference their location to prominent physical features. In addition, the Contractor shall mark the pavement beneath overhead lines with spray paint, survey tape, or with high visibility markers and shall maintain all markings during the period they are required.

The owners of the utilities shall be called upon to decide the need to de-energize or insulate the lines or for the need to otherwise protect the lines against accidental contact. The actual work of protecting the lines shall be carried out by their owners. Protection provided at the request of the State, with respect to utility facilities located within the highway right-of-way shall be the sole financial responsibility of the utility. In addition, upon request, the utility at its sole expense shall provide necessary information concerning its high voltage facilities to the State and its contractors and subcontractors. Protection provided for the benefit or at the request of a contractor or subcontractor of the State shall be the financial responsibility of that contractor or subcontractor.



The location of electrical lines and the precautions and safeguards to be taken shall be discussed at pre-work safety meetings with all employees on the job. New employees will be informed of electrical hazards and proper procedures at the work site.

The Contractor shall identify and reference all potential electrical hazards and document such actions to the E.I.C. as part of the Safety Plan for the project. Energized electrical lines or equipment shall be conspicuously marked, and workers shall be reminded of their locations and the safeguards and precautions to be taken prior to beginning any nearby work that may cause the workers to approach electrical lines. New employees shall be informed of electrical hazards and proper precautions and procedures.

Requirements for specialized work shall be as follows:

- A. Paving, Patching, Chip Sealing or Widening. Prior to the start of each workday high visibility markers or other devices approved by the Engineer shall be placed to mark the location of overhead wires. As an alternative, the pavement beneath overhead lines may be marked with spray paint or by other means approved by the Engineer. This requirement shall also apply to off-site areas used for contract purposes. The Contractor shall periodically patrol the work site to ensure that the markings are in place and shall replace any that are missing and shall maintain all markings in good condition. Supervisors shall discuss electrical safety with appropriate crew members at tailgate safety talks.

Spotters shall be positioned at the paver or widener to direct truck movement and observe for overhead wires. The spotter, drivers, operators, supervisor, and all employees shall be alert for overhead wires.

All trucks operating on the project, delivering materials, or delivering equipment to the site shall display warning decals regarding electrical contact. Independent truck drivers delivering materials or equipment shall be provided details. Drivers shall be told about the presence and location of overhead electrical wires before beginning work, how they are marked, and the requirement for spotters. Trucks that have emptied their material shall not leave the paver until the box is in its full down position.

- B. Aerial Lifts, Cranes, Boom Devices. Where there is potential for proximity or contact with energized lines or equipment, work shall not begin until a safety meeting is conducted and appropriate steps are taken to identify, mark, and warn against accidental contact. The supervisor shall review operations daily to ensure compliance.

Where the operator's visibility is impaired, spotters shall guide the operator. Hand signals shall be used and their meaning clearly understood between operator and spotter. When visual contact between the spotter and the operator is impaired, the spotter and operator shall be in two-way radio contact.

Aerial lifts, cranes, and boom devices shall have appropriate warning decals.

- C. Tree Work. Wires shall be treated as live and high voltage until verified by the utility. Branches touching wires shall be removed by the utility before work begins. Limbs and branches shall not be dropped onto overhead wires. If limbs or branches fall across electrical wires, all work shall stop immediately and the utility shall be called.

When climbing or working in trees, pruners shall try to position themselves so that the trunk or limbs are between their bodies and electrical wires. Pruners shall not work with their backs toward electrical wires. A bucket truck is the preferred method of pruning when climbing poses a greater electrical contact threat.

Personal protective gear shall have appropriate dielectric characteristics needed for working near electricity.

- D. Traffic Signal Work. Crews working near electrical lines or electrical equipment shall employ as appropriate the following precautions:

They shall request the utility to determine voltage and take appropriate action to render the work safe, and when working on or around Department electrical systems shall:

- use rubber blankets, mats, gloves and other insulating equipment and tools specifically approved for such work by the EIC or electrical inspector
- use electrical test equipment to determine if equipment to be worked on is energized
- de-energize equipment, when possible, prior to working on the equipment

- E. Building Electrical Work. Employees working on electrical systems for buildings shall be knowledgeable about and shall employ when appropriate OSHA LockOut/Tag Out procedures to prevent exposure to unguarded electrical systems.

## **UNDERGROUND ELECTRICAL LINES AND EQUIPMENT**

Before installation, excavation or subsurface exploration where there exists reasonable possibility of contacting any utility lines or equipment, the Underground Facilities Protective Organization (UFPO) shall be called, and a request made for identifying/marketing their location(s).

When UFPO is called, telephone operators will need:

- minimum of 2 working days notice prior to work beginning
- name of County, City, Village or Town
- name and number of street or highway marker
- nearest intersection at work site
- type of work
- date and time work is to begin
- caller's name, contractor/Department name and address phone number for contact and special instructions

Utilities that do not belong to UFPO must be contracted separately. UFPO may not have a complete list of utility owners. The Town, City or County is required to maintain this information and may have to be contacted.

Utilities discovered shall be marked before work begins. Supervisors shall periodically refer their location to all workers who are subject to exposure, including new employees.

**EMERGENCY RESPONSE.** When working near electrical lines or equipment, avoid direct or indirect contact. Direct contact is contact with any part of the body. Indirect contact occurs when part of the body touches or is in dangerous proximity to any object in contact with energized electrical equipment. Two assumptions should always be made:

- 1) that lines are "live" (energized); and
- 2) carry high voltage.

Electrical lines can only be considered "dead" when verified by the utility.

When there is any question about voltage and safe distance, the owner of the lines or equipment must be called in advance of work. As voltages increase, minimum clearances increase. Through arcing, injuries or fatalities may occur even if actual contact with high voltage lines or equipment is not made. Potential for arcing increases as voltage increases. Weather and contact with conductors such as tools can increase the possibility of becoming energized without contact.

If an individual becomes energized, DO NOT TOUCH the individual nor anything in contact with the person. Call for emergency medical assistance and the utility immediately. If the person is no longer in contact, CPR, rescue breathing or first aid should be administered immediately, but only by a trained person. It is safe to touch the victim once contact is broken or the source de-energized.

If a power line falls:

- Keep everyone at least 10 ft. away
- Use flagging to protect motorists from fallen or low wires
- Call the utility, police or fire department immediately
- Place "guards" around the area
- Do not attempt to move the wire(s)
- Do not touch anything that is touching the wire(s)
- Be alert to water or other conductors present

Wires that contact vehicles or equipment will cause arcing, smoke and possibly fire. Occupants should remain in the cab and wait for the utility. If necessary to jump from a vehicle, leap with both feet as far away from the vehicle as possible, without touching the equipment. Jumping free of the vehicle is the last resort.

Crews shall have emergency numbers readily available. These numbers shall include local utility, police/fire and medical assistance.

## SECTION H

### SPECIFICATIONS FOR MATERIALS OF CONSTRUCTION

All specifications for materials of construction, unless provided herein, shall conform to Section 700 of the New York State Department of Transportation, Office of Engineering, Standard Specifications, Construction and Materials of January 1, 2017 and all Addenda.

The following Special Specifications enclosed herein shall be used for materials of construction.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
607.41010010	Temporary Plastic Barrier Fence	Feet
627.50140008	Cutting Pavement	Feet

## **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.

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

### **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.

## **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.

## SECTION I

### TECHNICAL SPECIFICATIONS

#### 1. SPECIFICATIONS

The New York State Department of Transportation Office of Engineering Standard Specifications, Construction and Materials of January 1, 2017, including any addenda to date, are hereby incorporated, in their entirety, and made a composite part of these specifications except as herewith modified and supplemented by these specifications and subsequent documents issued by the County.

The Specifications, Plans and Contract Documents of the County shall govern over those of other agencies but where the method of work and requirements of materials are not included in the Contract Documents of the County, the New York State Department of Transportation Standard Specifications, Construction and Materials of January 1, 2017 including any addenda to date shall govern.

#### 2. DEFINITIONS

Refer to Section D for Definitions and Terms

To avoid excessive overlapping and repetition, there are certain sections, materials and items that are referred to in other items. In these cases, it is understood that the words such as culvert and sewer; sanitary and storm; utility and sewer; manhole and catch basin; structure and culvert; gravel and granular fill or material; select and selected; bituminous and asphalt; etc., are interchangeable. In cases where references are not given and the need arises for a specification, similar sections or related items shall govern.

Whenever the words directed, required, permitted, ordered, instructed, designated, considered necessary, or where the words of like import are used, it shall be understood that the direction, requirement, permission, order, instruction, designation or prescription of the Engineer is intended; and similarly, the words approved, acceptable, satisfactory, or words of like import shall mean approved by or acceptable or satisfactory to the Engineer, unless another meaning is plainly intended. Whenever, in the description of any part of the Work to be done under this Contract, the expression as shown, as shown on the plans or the words of like import are used, it shall be understood to mean as shown on the Contract Drawings, unless another meaning is plainly intended.



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## SECTION J

### DEPARTMENT OF LABOR CONTRACT REQUIREMENTS AND PREVAILING WAGE RATE SCHEDULES

Labor classifications not appearing on the following rate sheets can be used only with the consent of the Commissioner of Public Works and then the rate to be paid will be given by the Commissioner of Public Works after advising with the State Department of Labor.

All requests for minimum wage rates for additional occupations shall be directed through the County.

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

The Contractor in the execution of the work under the contract in accordance with the provisions of the specifications and the special provisions to the specifications may submit job orders to and may also request the referral of lists of qualified applicants for the work of the NEW YORK STATE EMPLOYMENT SERVICE.

**PROVISIONS RELATING TO THE NEW YORK STATE LABOR LAW, PREVAILING  
WAGES, AND THE USE OF CONVICT LABOR AND MATERIALS ON FEDERAL &  
STATE CONTRACTS**

**GENERAL PROVISIONS.** All projects funded with Federal aid and let to contract in New York State shall conform to the provisions of the New York State Labor Law, except that in accordance with the authorization in Article 4, Section 85 of the New York State Highway Law, any provisions of the above referenced Labor Law which are in conflict with the following enumerated mandatory Federal Aid highway construction compliance requirements, as contained in Section 635 of the Code of Federal Regulations, Title 23 – Highways, and other Federal legislation, rules, and regulations, as referenced below, are superseded:

**CONVICT LABOR.** No convict labor, unless performed by convicts who are on parole, supervised release, or probation, shall be employed in construction or used for maintenance or any other purposes at the site or within the limits of any Federal Aid highway construction project from the time of award of the contract or the start of work on force account until final acceptance of the work by the Owner.

**SELECTION OF LABOR.** No procedures or requirements shall be imposed by any state of municipal subdivision thereof which will operate to discriminate against the employment of labor from any other state, possession, or territory of the United States, in the construction of a Federal Aid project. The selection of labor to be employed by the Contractor on any Federal Aid project shall be of his/her own choosing.

**WAGE RATES ON FEDERAL AID PROJECTS.** Attention is directed to the statutory provisions governing the prevailing rates of wages for workmen, mechanics, and laborers who are employed on this project. Section 220 of the New York State Labor Law, as amended, requires that the wages paid for a legal day's work shall be not less than the rate of wages plus the supplements prevailing at the time the work is performed, the current schedules of which shall be included in the contract documents. Such schedules may be amended or supplemented from time to time, and such amendments or supplements shall be forwarded to the Contractor.

The Federal Aid Highway Act of 1968 provides for the payment of wages at rates not less than those determined in accordance with the Davis-Bacon Act (40 USC, Section 276-a), the schedule of which shall also be included in the contract documents.

On-site materials suppliers, in addition to all subcontractors, are subject to the provisions of the Davis-Bacon Act. This will not necessarily be construed as causing the on-site material suppliers to be classified as subcontractors as part of the 50% limitation on the subcontracting of this project.

In case of a variance between (1) the schedules of prevailing rates of wages and supplements as determined under Section 220 of the New York State Labor Law, and (2) the schedule of rates of wages as determined pursuant to the Davis-Bacon Act, the Contractor shall accept and use the schedule or schedules that establish the higher rate of wages as the minimum for the workmen who are employed on the project.

**CONSTRUCTION BY FEDERAL AGENCIES.** When construction on Federal Aid highways is being performed by any Federal agency under its procedures and by Federal contract, the labor standards relating to direct federal contracts shall be applicable.

**NON-DISCRIMINATION.** Employment shall be provided without regard to race, color, religion, sex, or national origin.

**CONVICT-PRODUCED MATERIALS.** The use of convict-produced materials on any Federal or Federally-assisted contract must comply with the following requirements:

- a. Materials produced by convict labor may only be incorporated in a Federal Aid highway construction project if such materials have been:
  1. Produced by convicts who are on parole, supervised release, or probation from prison; or
  2. Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal Aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal Aid highway construction during the 12-month period ending July 1, 1987.
- b. "Qualified prison facility" means any prison facility in which convicts, during the 12-month period ending July 1, 1997, produced materials for use in Federal Aid highway construction projects.
- c. Standard State and Federal Aid contract procedures may be used to assure compliance with the requirements of this paragraph.

## **NYS PREVAILING WAGE RATE SCHEDULE**

The Contractor shall comply with Prevailing Wage Rates as issued by the State of New York Department of Labor for the location and duration of the project. The rates of wages and supplements determined by the Industrial Commissioner of the State of New York as prevailing in the locality of the site at the time of the project start maybe found by visiting the following website and entering the PRC# 2012004124.

<http://www.labor.state.ny.us/workerprotection/publicwork/OWSaccess.shtm>

The Contractor shall note that as part of this contract the provisions for the NYDOL B-210 Public Works Enforcement Fund do not apply.

## **NYS DEBARMENT LIST**

New York State Labor Law prohibits contractors, sub-contractors, and/or successors who have been debarred for violations of Article 8 or Article 9 from bidding on or being awarded public work projects for five years.

Workers' Compensation Law prohibits any person, or entity substantially owned by that person, that has been debarred from bidding on or being awarded any public work contract or subcontract with the State, any municipal corporation, or any public body for one year for each violation. The ban is five years for each felony conviction.

Comprehensive information on debarred contractors / employers who cannot bid on or be awarded public work contracts can be found at the following website locations:

<http://www.labor.ny.gov/workerprotection/publicwork/PWContents.shtm>

or

<http://www.labor.state.ny.gov/workerprotection/publicwork/PWDebarmentInformation.shtm>

## **DAVIS-BACON FEDERAL WAGE RATES**

The Contractor shall comply with conditions of the contract regarding Federal and NYS Prevailing Wage Rates for the location and duration of the project. The Federal rates of wages and supplements determined as prevailing in the locality of the site at the time of the project start maybe found by visiting the following websites:

<http://www.wdol/>

or

<http://www.wdol.gov/dba.aspx#0>

and enter New York in the "State" field and NY8 in the "WD Number" field

## **N.Y.S. PREVAILING WAGE SCHEDULE**

Andrew M. Cuomo, Governor



Roberta Reardon, Commissioner

Cattaraugus County DPW

Robert Cocol, Designer  
Greenman-Pedersen  
4950 Genesee Street  
Suite 165  
Buffalo NY 14225

Schedule Year 2016 through 2017  
Date Requested 05/08/2012  
PRC# 2012004124

Location Town of Dayton  
Project ID# PIN 5759.09  
Project Type Reconfiguration of CR 57 and Bentley Rd intersection in the Town of Dayton, minor drainage work, new signage and pavement markings

### 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 2016 through June 2017. 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.state.ny.us](http://www.labor.state.ny.us). 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 "4 Day / 10 Hour Work Schedule" form (PW 30R).

### **Wages and Supplements**

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule from the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website [www.labor.state.ny.us](http://www.labor.state.ny.us).

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.state.ny.us](http://www.labor.state.ny.us).

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.state.ny.us](http://www.labor.state.ny.us).

### **Payrolls and Payroll Records**

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. 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.



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 journeymen 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.



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Cattaraugus County DPW

Robert Cocol, Designer  
Greenman-Pedersen  
4950 Genesee Street  
Suite 165  
Buffalo NY 14225

Schedule Year 2016 through 2017  
Date Requested 05/08/2012  
PRC# 2012004124

Location Town of Dayton  
Project ID# PIN 5759.09  
Project Type Reconfiguration of CR 57 and Bentley Rd intersection in the Town of Dayton, minor drainage work, new signage and pavement markings

### 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

# IMPORTANT NOTICE

FOR

## CONTRACTORS & CONTRACTING AGENCIES

### **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' concerns with regard to 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.*

**NOTE:** This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.

**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.

# **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, [www.labor.ny.gov](http://www.labor.ny.gov).

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.state.ny.us](mailto:dol.misclassified@labor.state.ny.us) .





New York State Department of Labor  
Required Notice under Article 25-B of the Labor Law

**ATTENTION ALL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS:  
YOU ARE COVERED BY THE  
CONSTRUCTION INDUSTRY FAIR PLAY ACT**

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

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

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

**IT IS AGAINST THE LAW FOR AN EMPLOYER TO MISCLASSIFY EMPLOYEES AS  
INDEPENDENT CONTRACTORS OR PAY EMPLOYEES OFF-THE-BOOKS.**

**Employee rights.** If you are an employee:

- You are entitled to state and federal worker protections such as
  - unemployment benefits, if 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 required by New York State and Federal Law.

**Penalties** for paying 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, 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 1(866)435-1499 or send an email to [dol.misclassified@labor.state.ny.us](mailto:dol.misclassified@labor.state.ny.us). All complaints of fraud and violations are taken seriously and you can remain anonymous.**

**Employer Name:**

# WORKER NOTIFICATION

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

***Effective February 24, 2008***

This provision is an addition to the existing prevailing 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 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 particular job classification. The required notification will be provided with each wage schedule, may be downloaded from our website [www.labor.state.ny.us](http://www.labor.state.ny.us) or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

\* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.



New York State Department of Labor  
Bureau of Public Work

# Attention Employees

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

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

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:  
[www.labor.ny.gov](http://www.labor.ny.gov)**

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) 775-3568	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

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

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

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

# **OSHA 10-hour Construction Safety and Health Course – S1537-A**

***Effective July 18, 2008***

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000.00, contain a provision of this requirement.

***NOTE: The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.***

## Where to find OSHA 10-hour Construction Course

1. NYS Department of Labor website for scheduled outreach training at:

[www.labor.state.ny.us/workerprotection/safetyhealth/DOSH\\_ONSITE\\_CONSULTATION.shtm](http://www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm)

2. OSHA Training Institute Education Centers:

**Rochester Institute of Technology OSHA Education Center**

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: [dlwtpo@rit.edu](mailto:dlwtpo@rit.edu)

(866) 385-7470 Ext. 2919

[www.rit.edu/~outreach/course.php3?CourseID=54](http://www.rit.edu/~outreach/course.php3?CourseID=54)

**Atlantic OSHA Training Center**

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: [crooksje@umdnj.edu](mailto:crooksje@umdnj.edu)

(732) 235-9455

<https://ophp.umdj.edu/wconnect/ShowSchedule.awp?~GROUP~AOTCON~10~>

**Atlantic OSHA Training Center**

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: [japs@buffalo.edu](mailto:japs@buffalo.edu)

(716) 829-2125

[http://www.smbs.buffalo.edu/CENTERS/trc/schedule\\_OSHA.php](http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php)

**Keene State College**

Manchester, NH

Leslie Singleton

e-mail: [lsingleton@keene.edu](mailto:lsingleton@keene.edu)

(800) 449-6742

[www.keene.edu/courses/print/courses\\_oshacfm](http://www.keene.edu/courses/print/courses_oshacfm)

3. List of trainers and training schedules for OSHA outreach training at:

[www.OutreachTrainers.org](http://www.OutreachTrainers.org)

## Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

# WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from \$50,000 to: \$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 work 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 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.
- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

## **IMPORTANT INFORMATION**

### **Regarding Use of Form PW30R**

**"Employer Registration for Use of 4 Day / 10 Hour Work Schedule"**

### **To use the '4 Day / 10 Hour Work Schedule':**

There **MUST** be a *Dispensation of Hours (PW30)* in place on the project

***AND***

You **MUST** register your intent to work 4 / 10 hour days, by completing the PW30R Form.

### ***REMEMBER...***

The '4 Day / 10 Hour Work Schedule' applies **ONLY** to Job Classifications and Counties listed on the PW30R Form.

Do not write in any additional Classifications or Counties.

**(Please note :** For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)



## Instructions for Completing Form PW30R

### “Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

#### ***Before completing Form PW30R check to be sure ...***

- There is a *Dispensation of Hours* in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

#### **Instructions (Type or Print legibly):**

##### Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company's Phone and Fax numbers; and the Company's email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

##### Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown, NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
  - Go to pages 2 and 3 of the form
  - Place a checkmark in the box to the right of the Job Classification you are choosing
  - Mark all Job Classifications that apply

\*\*\*Do not write in any additional Classifications or Counties.\*\*\*

##### Requestor Information:

- Enter the name of the person submitting the registration, their title with the company, and the date the registration is filled out

##### Return Completed Form:

- **Mail** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg. 12 – Rm. 130, Albany, NY 12240 **-OR-**
- **Fax** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870

**Bureau of Public Work**  
Harriman State Office Campus  
Building 12 - Room 130  
Albany, New York 12240  
Phone - (518) 457-5589 Fax - (518) 485-1870

## Employer Registration for Use of 4 Day / 10 Hour Work Schedule

*Before completing Form PW30R check to be sure ...*

There is a *Dispensation of Hours* in place on the project.

The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.

The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

### Please Type or Print the Requested Information

*When completed ...*

Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm.130, Albany, NY 12240

-or-

Fax to NYSDOL Bureau of Public Work at (518) 485-1870

### Contractor Information

Company Name: \_\_\_\_\_ FEIN: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Email: \_\_\_\_\_

### Project Information

Project PRC#: \_\_\_\_\_ Project Name/Type: \_\_\_\_\_

Exact Location  
of Project: \_\_\_\_\_ County: \_\_\_\_\_

(If you are Subcontractor)

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

Job Classification(s) to Work 4/10 Schedule: *(Choose all that apply on Job Classification Checklist - Pages 3 -7)*

\*\*\* Do not write in any additional Classifications or Counties\*\*\*

### Requestor Information

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

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

Please use the list below with the number assigned to each county as a reference to the corresponding numbers listed in the following pages under "Entire Counties" & "Partial Counties".

- |                                 |                                     |
|---------------------------------|-------------------------------------|
| 1. Albany County                | 33. Oneida County                   |
| 2. Allegany County              | 34. Onondaga County                 |
| 3. Bronx County                 | 35. Ontario County                  |
| 4. Broome County                | 36. Orange County                   |
| 5. Cattaraugus County           | 37. Orleans County                  |
| 6. Cayuga County                | 38. Oswego County                   |
| 7. Chautauqua County            | 39. Otsego County                   |
| 8. Chemung County               | 40. Putnam County                   |
| 9. Chenango County              | 41. Queens County                   |
| 10. Clinton County              | 42. Rensselaer County               |
| 11. Columbia County             | 43. Richmond County (Staten Island) |
| 12. Cortland County             | 44. Rockland County                 |
| 13. Delaware County             | 45. Saint Lawrence County           |
| 14. Dutchess County             | 46. Saratoga County                 |
| 15. Erie County                 | 47. Schenectady County              |
| 16. Essex County                | 48. Schoharie County                |
| 17. Franklin County             | 49. Schuyler County                 |
| 18. Fulton county               | 50. Seneca County                   |
| 19. Genesee County              | 51. Steuben County                  |
| 20. Greene County               | 52. Suffolk County                  |
| 21. Hamilton County             | 53. Sullivan County                 |
| 22. Herkimer County             | 54. Tioga County                    |
| 23. Jefferson County            | 55. Tompkins County                 |
| 24. Kings County (Brooklyn)     | 56. Ulster County                   |
| 25. Lewis County                | 57. Warren county                   |
| 26. Livingston County           | 58. Washington County               |
| 27. Madison County              | 59. Wayne County                    |
| 28. Monroe County               | 60. Westchester County              |
| 29. Montgomery County           | 61. Wyoming County                  |
| 30. Nassau County               | 62. Yates County                    |
| 31. New York County (Manhattan) |                                     |
| 32. Niagara County              |                                     |

## Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

\*\*\* Do not write in any additional Classifications or Counties\*\*\*

<i>Job Classification</i>	<i>Tag #</i>	<i>Entire Counties</i>	<i>Partial Counties</i>	<i>Check Box</i>
Carpenter-Building	276B-All	7	2,5	<input type="checkbox"/>
Carpenter-Building	276B-Cat	15	5	<input type="checkbox"/>
Carpenter - Building	276B--LIV	26, 28, 35, 59	61	<input type="checkbox"/>
Carpenter-Building	276B-Gen	19, 32, 37	61	<input type="checkbox"/>
Carpenter-Floor Layers	276B-FL-Liv	26, 28, 35, 59	61	<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH-All	2, 5, 7		<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH-Erie	15		<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH- Gen	19, 32, 37, 61		<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH-Liv	26, 28, 35, 59		<input type="checkbox"/>
Carpenter-Residential	276R-All	7	2, 5	<input type="checkbox"/>
Carpenter - Building	277B-Bro	4, 54		<input type="checkbox"/>
Carpenter - Building	277B-CAY	6, 50, 62		<input type="checkbox"/>
Carpenter - Building	277B-CS	8, 12, 49, 51, 55	2	<input type="checkbox"/>
Carpenter - Building	277 JLS	23, 25, 45		<input type="checkbox"/>
Carpenter - Building	277 omh	22, 27, 33		<input type="checkbox"/>
Carpenter - Building	277 On	34		<input type="checkbox"/>
Carpenter - Building	277 Os	38		<input type="checkbox"/>
Carpenter - Building	277CDO Bldg	9, 13, 39		<input type="checkbox"/>
Carpenter - Heavy&Highway	277CDO HH	9, 13, 39		<input type="checkbox"/>
Carpenter - Heavy&Highway	277HH-BRO	4, 6, 8, 12, 22, 23, 25, 27, 33, 34, 38, 45, 49, 50, 51, 54, 55, 62		<input type="checkbox"/>
Carpenter - Building	291B-Alb	1, 18, 20, 29, 42, 47, 48		<input type="checkbox"/>
Carpenter - Building	291B-Cli	10, 16, 17		<input type="checkbox"/>
Carpenter - Building	291B-Ham	21, 57, 58		<input type="checkbox"/>
Carpenter - Building	291B-Sar	46		<input type="checkbox"/>
Carpenter - Heavy&Highway	291HH-Alb	1, 10, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		<input type="checkbox"/>
Electrician	25m	30, 52		<input type="checkbox"/>
Electrician-Teledata Cable Splicer	43	12, 22, 27, 33, 38	6, 9, 34, 39, 55, 59	<input type="checkbox"/>

## Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

\*\*\* Do not write in any additional Classifications or Counties\*\*\*

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Electrician	86	26, 28	19, 35, 37, 59, 61	<input type="checkbox"/>
Electrician	840Teledata and 840 Z1	62	6, 34, 35, 50, 59	<input type="checkbox"/>
Electrician	910	10, 16, 17, 23, 25, 45		<input type="checkbox"/>
Electrician Lineman	1049Line/Gas	30, 41, 52		<input type="checkbox"/>
Electrician Lineman	1249a	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62		<input type="checkbox"/>
Electrical Lineman	1249a West	60		<input type="checkbox"/>
Electrical Lineman	1249a-LT	1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62		<input type="checkbox"/>
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		<input type="checkbox"/>
Electrical Lineman	1249aWestLT	60		<input type="checkbox"/>
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	<input type="checkbox"/>
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		<input type="checkbox"/>
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		<input type="checkbox"/>
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		<input type="checkbox"/>
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	<input type="checkbox"/>
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		<input type="checkbox"/>
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		<input type="checkbox"/>
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		<input type="checkbox"/>
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		<input type="checkbox"/>
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		<input type="checkbox"/>
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		<input type="checkbox"/>
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		<input type="checkbox"/>
Insulator - Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		<input type="checkbox"/>
Laborers- Tunnel	157	47	18, 29, 46	<input type="checkbox"/>
Laborers- Heavy & Highway	157h/h	47	18, 29, 46	<input type="checkbox"/>

## Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

\*\*\* Do not write in any additional Classifications or Counties\*\*\*

<i>Job Classification</i>	<i>Tag #</i>	<i>Entire Counties</i>	<i>Partial Counties</i>	<i>Check Box</i>
Laborers- Heavy & Highway	1822/2h	10,16,57		<input type="checkbox"/>
Laborers- Heavy & Highway	1822/2h(2)	17, 23, 25, 45		<input type="checkbox"/>
Laborers- Tunnel	1822T	10, 16 57		<input type="checkbox"/>
Laborers- Tunnel	1822T(2)	17, 23, 25, 45		<input type="checkbox"/>
Laborers- Tunnel	35T	21, 22, 27, 33	18, 29	<input type="checkbox"/>
Laborers- Tunnel	190	1, 42, 58	11, 20, 46	<input type="checkbox"/>
Laborers- Heavy & Highway	190 h/h	1, 42, 58	11, 20, 46	<input type="checkbox"/>
Laborers- Heavy & Highway	35/2h	21, 22, 27, 33	18, 29	<input type="checkbox"/>
Laborers- Tunnel	35T	21, 22, 27, 33	18, 29	<input type="checkbox"/>
Laborers- Heavy & Highway	633hON	34		<input type="checkbox"/>
Laborers- Heavy & Highway	633hOS	38		<input type="checkbox"/>
Laborers- Heavy & Highway	633h Cay	6		<input type="checkbox"/>
Laborers- building	633 bON	34		<input type="checkbox"/>
Laborers- building	633b Cay	6		<input type="checkbox"/>
Laborers- building	633bOS	38		<input type="checkbox"/>
Laborers- Tunnel	633T (Cay)	6		<input type="checkbox"/>
Laborers- Tunnel	633T (ON)	34		<input type="checkbox"/>
Laborers- Tunnel	633T (OS)	38		<input type="checkbox"/>
Laborers- Heavy & Highway	785h	12, 55	49, 54	<input type="checkbox"/>
Laborers-Tunnel	785T	12, 55		<input type="checkbox"/>
Laborers - Building	785(7)	4	9, 13, 54	<input type="checkbox"/>
Laborers - Building	785B-CS	8, 51	49	<input type="checkbox"/>
Laborers- Heavy & Highway	7-785b	12, 55	49, 54	<input type="checkbox"/>
Laborers Heavy & Highway	785(7)	4	9, 13, 54	<input type="checkbox"/>
Laborer - Heavy & Highway	785HH-CS	8, 51	49	<input type="checkbox"/>
Laborer - Building	621b	2, 7	5	<input type="checkbox"/>
Laborer - Residential	621r	2, 7	5	<input type="checkbox"/>

## Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

\*\*\* Do not write in any additional Classifications or Counties\*\*\*

<i>Job Classification</i>	<i>Tag #</i>	<i>Entire Counties</i>	<i>Partial Counties</i>	<i>Check Box</i>
Mason-Building	2TS.1	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		<input type="checkbox"/>
Mason-Building	2TS.2	22, 23, 25, 33, 45	27	<input type="checkbox"/>
Mason-Building	2TS.3	6, 34, 38	27	<input type="checkbox"/>
Mason-Building	2b-on	34		<input type="checkbox"/>
Mason-Building	2b.1	1, 11, 18, 20, 21, 29, 42, 46, 47, 48, 58	57	<input type="checkbox"/>
Mason-Building	2b.2	22, 33	25	<input type="checkbox"/>
Mason-Building	2b.3	6, 34	27	<input type="checkbox"/>
Mason-Building	2b.4	38		<input type="checkbox"/>
Mason-Building	2b.5	23	25	<input type="checkbox"/>
Mason-Building	2b.6	45		<input type="checkbox"/>
Mason-Building	2b.8	10, 16, 17	57	<input type="checkbox"/>
Mason-Building	2b.5	23	25	<input type="checkbox"/>
Mason-Building	2b.6	45		<input type="checkbox"/>
Mason-Building	2b.8	10, 16, 17	57	<input type="checkbox"/>
Mason-Building	3b-Co-Z2	8, 49, 51	2	<input type="checkbox"/>
Mason-Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Building-Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Building	3B-Bing-Z2	4, 9, 13, 39, 54		<input type="checkbox"/>
Mason-Building	3B-lth-Z2	12, 55		<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

## Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

\*\*\* Do not write in any additional Classifications or Counties\*\*\*

<i>Job Classification</i>	<i>Tag #</i>	<i>Entire Counties</i>	<i>Partial Counties</i>	<i>Check Box</i>
Mason-Building	3B-Jam-Z2	7	2, 5	<input type="checkbox"/>
Mason-Building-Residential	3B-Jam-Z2R	2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Building	3B-Z3	15, 32	5	<input type="checkbox"/>
Mason-Building	3B-Z3.Orleans	37		<input type="checkbox"/>
Mason-Residential	3B-Z3R	15, 32	5	<input type="checkbox"/>
Mason-Residential	3B-Z3R.Orleans	37		<input type="checkbox"/>
Mason-Heavy Highway	3h	2, 4, 8, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62	5, 15, 32	<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z2	2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z3	15, 32, 37	5	<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z2R	2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z3R	15, 32, 37	5	<input type="checkbox"/>
Mason-Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Tile Setter Residential	3TS-Z1R	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Tile Setter	3TS-Z2	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Tile Setter Residential	3TS-Z2R	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Tile Setter Residential	3TS-Z3R	15, 32, 37	5	<input type="checkbox"/>
Mason - Building/Heavy&Highway	780	3, 24, 30, 31, 41, 43, 52		<input type="checkbox"/>
Operating Engineer - Heavy/Highway	137H/H	40, 60	14	<input type="checkbox"/>
Operating Engineer - Heavy& Highway	158-832H	2, 8, 26, 28, 35, 49, 51, 59, 62	19	<input type="checkbox"/>
Operating Engineer - Heavy& Highway	158-H/H	1, 4, 9, 10, 11, 14, 16, 17, 18, 20, 21, 22, 29, 39, 42, 46, 47, 48, 54, 57, 58		<input type="checkbox"/>
Operating Engineer - Heavy& Highway	158-545h	6, 12, 23, 25, 27, 33, 38, 45, 50, 55		<input type="checkbox"/>
Painter	1456-LS	1, 3, 10, 11, 14, 16, 17, 18, 20, 21, 24, 29, 30, 31, 36, 40, 41, 42, 43, 44, 46, 47, 48, 52, 53, 56, 57, 58, 60		<input type="checkbox"/>
Painter	150	28, 59, 62	26, 35	<input type="checkbox"/>



## Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

\*\*\* Do not write in any additional Classifications or Counties\*\*\*

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Painter	178 B	4, 9, 54		<input type="checkbox"/>
Painter	178 E	8, 49	51	<input type="checkbox"/>
Painter	178 I	12, 55		<input type="checkbox"/>
Painter	178 O	13, 39		<input type="checkbox"/>
Painter	31	6, 22, 27, 33, 34, 50	25, 35, 38	<input type="checkbox"/>
Painter	38.O		38	<input type="checkbox"/>
Painter	38.W	23, 45	25	<input type="checkbox"/>
Painter	4-Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	<input type="checkbox"/>
Painter	4-Jamestown		5, 7	<input type="checkbox"/>
Painter	38.O		38	<input type="checkbox"/>
Painter	38.W	23, 45	25	<input type="checkbox"/>
Painter	4-Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	<input type="checkbox"/>
Painter	4-Jamestown		5, 7	<input type="checkbox"/>
Sheetmetal Worker	46	26, 28, 35, 50, 59, 62		<input type="checkbox"/>
Sheetmetal Worker	46r	26, 28, 35, 50, 59, 62		<input type="checkbox"/>
Teamsters-Heavy&Highway	294h/h	1, 11, 18, 20, 29, 42, 46, 47, 48, 58	57	<input type="checkbox"/>
Teamsters-Heavy&Highway	317bhh	6, 12, 50, 51, 55, 62	2	<input type="checkbox"/>
Teamsters-Building/Heavy&Highway	456	40, 60		<input type="checkbox"/>

## 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.

#### 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. In most cases the payment or provision of supplements is for each hour worked (noted in the schedule as 'Per hour worked'). Some classifications require the payment or provision of supplements for each hour paid (noted in the schedule as 'Per hour paid'), which require supplements to be paid or provided at a premium rate for premium hours worked. Some classifications may also require the payment or provision of supplements for paid holidays on which no work is performed.

#### 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.state.ny.us](http://www.labor.state.ny.us)) 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

## Cattaraugus County General Construction

### Boilermaker

12/01/2016

**JOB DESCRIPTION** Boilermaker

**DISTRICT** 12

#### ENTIRE COUNTIES

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

#### WAGES

Per hours:	07/01/2016	01/01/2017
Boilermaker	\$ 32.25	\$ 33.50

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

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, YOU MUST submit an Employer Registration for Use of 4 Day/10 Hour Work Schedule, Form PW30R; additionally, there must be a dispensation of hours in place on project.

#### SUPPLEMENTAL BENEFITS

Per hour:	\$ 27.99*	\$ 27.99*
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\*NOTE: \$26.00 of this amount is for every Hour "Paid"

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

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

#### REGISTERED APPRENTICES

1st Term 12 Months, Terms 3-8 at 6 Months

Per Hour:

1st	\$ 21.96	\$ 22.77
3rd	\$ 23.57	\$ 24.45
4th	\$ 25.93	\$ 26.12
5th	\$ 26.80	\$ 27.80
6th	\$ 28.41	\$ 28.47
7th	\$ 29.03	\$ 30.15
8th	\$ 30.64	\$ 31.83

Supplemental Benefits per hour:

1st to 6th	\$ 26.99**
7th to 8th	\$27.99***

\*\*NOTE: \$25.00 of this amount is for every Hour "Paid"

\*\*\*NOTE: \$26.00 of this amount is for every Hour "Paid"

12-7

### Carpenter - Building

12/01/2016

**JOB DESCRIPTION** Carpenter - Building

**DISTRICT** 12

#### ENTIRE COUNTIES

Chautauqua

#### PARTIAL COUNTIES

Allegany: Entire county except the Township of Alfred.  
Cattaraugus: Entire county except the Township of Perrysburg and the Village of Gowanda.

#### WAGES

Per hour:	07/01/2016
Carpenter	\$ 25.61
Floorlayer	25.61

Certified Welder	26.61
Hazardous Waste Worker	27.11
Diver-Dry Day	26.61
Dive Tender	26.61
Diver-Wet Day**	61.25

Hazardous Waste Worker: Hazardous sites requiring personal protective equipment.

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

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

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

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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

#### SUPPLEMENTAL BENEFITS

Per hour worked:

Carpenter(s)	\$ 17.74
Diver Wet	17.74
Diver Dry & Tender	17.74

#### OVERTIME PAY

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

#### HOLIDAY

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

#### REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental benefits per hour worked:

1st	2nd	3rd	4th
\$10.79	\$10.79	\$13.39	\$13.39

12-276B-All

#### Carpenter - Building

12/01/2016

JOB DESCRIPTION Carpenter - Building

DISTRICT 12

#### ENTIRE COUNTIES

Erie

#### PARTIAL COUNTIES

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

#### WAGES

Per hour: 07/01/2016  
Building:

Carpenter	\$ 31.80
FloorLayer	31.80
Certified Welder	32.80
Hazardous Waste Worker	33.30
Diver-Dry Day	32.80
Diver Tender	32.80
Diver-Wet Day***	61.25

Hazardous Waste Worker: Hazardous sites requiring personal protective equipment.

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

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

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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

#### SUPPLEMENTAL BENEFITS

Per hour worked:

Carpenter(s)	\$ 27.43
Diver(s)	27.43

#### OVERTIME PAY

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

#### HOLIDAY

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

#### REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour worked:

1st	2nd	3rd	4th
\$10.90	\$10.90	\$13.50	\$13.50

12-276B-Cat

#### Carpenter - Building / Heavy&Highway

12/01/2016

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 east 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:

	07/01/2016	07/01/2017	07/01/2018
Carpenter - ONLY for		Additional	Additional
Artificial Turf/Synthetic			
Sport Surface	\$ 29.10	\$ 1.50	\$ 1.50

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

#### SUPPLEMENTAL BENEFITS

Per hour worked plus paid holidays:

Journeyman \$ 20.73

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (2, 17) 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:

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

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

Supplemental Benefits per hour paid:

1st year term	\$ 10.70
2nd year term	10.70
3rd year term	13.30
4th year term	13.30

2-42AtSS

**Carpenter - Heavy&Highway**

**12/01/2016**

**JOB DESCRIPTION** Carpenter - Heavy&Highway

**DISTRICT** 12

**ENTIRE COUNTIES**

Allegany, Cattaraugus, Chautauqua

**WAGES**

Per hour: 07/01/2016

Carpenter	\$ 29.10
Certified Welder	30.60
Diver-Dry Day	30.10
Diver-Wet Day**	54.10
Dive Tender	30.10
Hazardous Waste Worker	31.10
Pile Driver	33.11
Millwright	30.60
Effluent & Slurry Diver-Wet Day	81.15

Hazardous Waste Worker: Hazardous sites requiring personal protective equipment.

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

Depth pay for divers:	0' to 50'	no additional fee
	51' to 100'	additional \$0.50 per foot
	101' to 150'	additional \$0.75 per foot
	151' to 200'	additional \$1.25 per foot
Penetration pay:	0' to 50'	no additional fee
	51' to 100'	additional \$0.75 per foot
	101' to deeper	additional \$1.00 per foot

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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Carpenter(s)	\$ 20.73
Diver Wet	22.55
Diver Dry & Tender	22.55

Pile Driver 20.73

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

Paid: See (2, 17) 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
50%	60%	70%	80%

Supplemental benefits per hour worked:

1st	2nd	3rd	4th
\$10.70	\$10.70	\$13.30	\$13.10

12-276HH-All

#### Electrician

12/01/2016

**JOB DESCRIPTION** Electrician

**DISTRICT 3**

#### ENTIRE COUNTIES

Erie

#### PARTIAL COUNTIES

Cattaraugus: Only the Townships of Ashford, East Otto, Ellicottville, Farmersville, Freedom, Franklinville, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire.

Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield, Pembroke and that portion of the Towns of Batavia and Elba that are west of Little Tonawanda Creek; Tonawanda Creek; the City limits of Batavia (in effect prior to Feb. 1, 1970) and State Highway 98 north of the City of Batavia, then north on Highway 98 to the Orleans County line.

Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle, Java, Orangeville, Sheldon and Wethersfield.

#### WAGES

Per hour:	07/01/2016	05/29/2017
		Additional
Electrician*	\$ 34.14	\$ 1.85

\* Includes teledata work

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

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

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

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

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

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

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

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

#### SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 24.75\*

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

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

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

#### REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following wages:

0 to 1000 to 2000 to 3500 to 5000 to 6500 to 8000  
\$ 12.65 \$ 13.65 \$ 15.35 \$ 18.80 \$ 23.90 \$ 27.30

Supplemental benefits per hour worked:



0 to 2000 to 6500 to 8000  
\$ 11.86\* \$ 21.05\* \$ 24.75\*

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

3-41

## Electrician

12/01/2016

**JOB DESCRIPTION** Electrician

**DISTRICT 3**

### ENTIRE COUNTIES

Chautauqua

### PARTIAL COUNTIES

**Allegany:** Only the Townships of Alma, Bolivar, Centerville, Clarksville, Cuba, Friendship, Genesee, New Hudson, Rushford, Wirt and that portion of the Townships of Amity, Angelica, Belfast, Caneadea and Scio that are west of the Genesee River.  
**Cattaraugus:** Only the Townships of Allegany, Carrollton, Cold Spring, Conewango, Dayton, Great Valley, Hinsdale, Humphrey, Ischua, Leon, Little Valley, Napoli, Olean, Portville, Red House, Randolph, Salamanca and South Valley.

### WAGES

Per hour:	07/01/2016	01/01/2017 Additional	01/01/2018 Additional
Electrician*	\$ 34.50	\$ 1.25	\$ 1.30

\* Includes teledata work.

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

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

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

Additional 15% above wage for work 40' above floor, or in underground mines or tunnels or from suspension-type personnel lift equipment.

### SUPPLEMENTAL BENEFITS

Per hour paid:

\$ 20.37\*

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

\* NOTE - \$9.90 of this amount is paid at the same premium as the wages

### OVERTIME PAY

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

\* Double-time for all work on Saturday in excess of 10 hours.

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

### REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following percentage of Journeyman's wage:

0 to 1000 to 2000 to 2750 to 3500 to 4250 to 5000 to 5750 to 6600 to 7350 to 8200
40% 45% 55% 60% 65% 70% 75% 80% 85% 90%

Supplemental benefits per hour paid:

0 to 1000 to 2000 to 2750 to 3500 to 4250 to 5000 to 5750 to 6600 to 7350 to 8200
\$ 8.08* \$ 8.08* \$ 13.72* \$ 14.01* \$ 16.91* \$ 17.40* \$ 17.90* \$ 18.39* \$ 18.89* \$ 19.38*

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

3-106

## Elevator Constructor

12/01/2016

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 3**

### ENTIRE COUNTIES

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

### WAGES

Per hour:	07/01/2016	01/01/2017
Elevator Constructor	\$ 45.78	\$ 46.80
Helper	32.05	32.76

\*\* IMPORTANT NOTICE - EFFECTIVE 04/01/2009 \*\*

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

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40%	45%	50%	55%	60%	70%	80%	90%
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Supplemental benefits per hour worked:

1st & 2nd terms	\$ 7.50
3rd & 4th terms	8.35
All other terms	9.25

3-660

### Insulator - Heat & Frost

12/01/2016

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT** 3

#### ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Niagara, Wyoming

#### PARTIAL COUNTIES

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

#### WAGES

Per Hour:	07/01/2016	05/01/2017 Additional	05/01/2018 Additional
Heat & Frost Insulator	\$ 32.15	\$ 1.40	\$ 1.40

#### SUPPLEMENTAL BENEFITS

Per hour worked:  
\$ 21.39

#### OVERTIME PAY

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

\* Note - Double time after 10 hours on Saturday.

\*\* Note - Triple time on Labor Day if WORKED.

#### HOLIDAY

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

#### REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour worked:

1st and 2nd	\$ 16.99
All other terms	21.39

3-4

### Ironworker

12/01/2016

**JOB DESCRIPTION** Ironworker

**DISTRICT** 3

#### ENTIRE COUNTIES

Cattaraugus, Chautauqua

#### PARTIAL COUNTIES

Allegany: Entire county except the Towns of Birdsall, Burns and Grove.

Erie: All except the Town of Grand Island north of Whitehaven Road.

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

Steuben: Only the Townships of Canisteo, Freemont, Greenwood, Hartsville, Hornell, Hornellsville, Howard, Jasper, Troupsburg and West Union

Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle, Gainsville, Java, Orangeville, Pike, Sheldon, Warsaw and Wethersfield.

#### WAGES

Per hour:	07/01/2016	05/01/2017 Additional
Structural	\$ 30.00	\$ 1.25
Ornamental	30.00	1.25
Layout	30.00	1.25
Rodmen	30.00	1.25
Reinforcing	30.00	1.25
Welders	30.00	1.25
Riggers & Mach. Movers	30.00	1.25

Curtain Wall Erector	30.00	1.25
Window Erector	27.65	1.25
Fence Erector	28.57	1.25

#### SUPPLEMENTAL BENEFITS

Per hour worked:

Fence erectors	\$ 24.50
All others	26.00

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

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

#### REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

1st	2nd	3rd	4th
\$ 16.50	\$ 18.50	\$ 20.50	\$ 22.50

Supplemental benefits per hour worked:

1st	2nd	3rd	4th
\$ 11.06	\$ 19.92	\$ 21.18	\$ 22.45

3-6

#### Laborer - Building

12/01/2016

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 3**

#### ENTIRE COUNTIES

Allegany, Chautauqua

#### PARTIAL COUNTIES

Cattaraugus: Entire county except the Town of Perrysburg and the Village of Gowanda.

#### WAGES

Per hour: 07/01/2016

Basic and Flagman	\$ 23.30
Blaster, Nozzelman, Curb	24.30
and Flatwork Formsetter not	24.30
on structures, Pipelayer	24.30
Work 40 ft. and up	23.45
Hazardous Waste	24.80
Deleader & Asbestos Removal	25.30
OSHA Level C or	25.30
greater protective suit or	25.30
any anti-contamination	25.30
clothing is required	25.30
With supplied air respirator	26.30

#### \*\* 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. Saturday may be used as a make-up day at time and one half of the hourly rate.

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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

#### SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 15.25

#### 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:

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

1st	2nd	3rd	4th
70%	80%	85%	90%

Supplemental benefits per hour worked:

\$ 15.25

3-621b

## Laborer - Building

12/01/2016

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 3**

### ENTIRE COUNTIES

Erie

### PARTIAL COUNTIES

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

### WAGES

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

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

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

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

**CLASS E:** Asbestos Removal, Deleader.

**CLASS F:** Hazardous Waste Worker.

Per hour:	07/01/2016	07/01/2017	07/01/2018	07/01/2019
Building Laborer:		Additional	Additional	Additional
CLASS A	\$ 26.38	\$ 1.25	\$ 1.25	\$ 1.25
CLASS B	26.55	1.25	1.25	1.25
CLASS C	26.66	1.25	1.25	1.25
CLASS D	27.13	1.25	1.25	1.25
CLASS E	27.88	1.25	1.25	1.25
CLASS F	28.38	1.25	1.25	1.25

### SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 23.65

### OVERTIME PAY

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

### HOLIDAY

Paid: See (22) on HOLIDAY PAGE  
Overtime: See (5, 6) on HOLIDAY PAGE

### REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following percentage of Journeyman's wage:

0 to 500	500 to 1000	1000 to 1500	1500 to 2000	2000 to 2500	2500 to 3000	3000 to 4000
55%	60%	65%	70%	75%	80%	90%

Supplemental benefits per hour worked:

\$ 23.65

3-210b

**Laborer - Heavy&Highway**

12/01/2016

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT** 3

**ENTIRE COUNTIES**

Allegany, Cattaraugus

**PARTIAL COUNTIES**

Chautauqua: Only the Townships of Busti, Carroll, Chautauqua, Clymer, Ellery, Ellicott, Ellington, French Creek, Gerry, Harmony, Kiantone, Mina, North Harmony, Poland, Sherman, Stockton and the City of Jamestown.

**WAGES**

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

GROUP B: All Rock or Drilling Machine Operators (Except Quarry Master and Similar Type), Acetylene Torch Operators and Powderman. Blasters, Curb and Flatwork Formsetters not on structures, Stone or Granite Curb Setters, Designated Asphalt Rakers (not on cold patch), Tail or Screw Operator on Asphalt Paver.

Per hour:	07/01/2016	07/01/2017 Additional	07/01/2018 Additional
GROUP A	\$ 26.54	\$ 1.30	\$ 1.30
GROUP B	26.94	1.30	1.30
Hazardous Waste	28.04	1.30	1.30

**SUPPLEMENTAL BENEFITS**

Per hour worked:

\$ 19.35

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

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

1st	2nd	3rd	4th
70%	80%	85%	90%

Supplemental benefits per hour worked:

\$ 19.35

3-621h Zone 1

**Lineman Electrician**

12/01/2016

**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**

Per hour:

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines

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)

07/01/2016

Lineman, Technician	\$ 47.95
Crane, Crawler Backhoe	47.95

Welder, Cable Splicer	47.95
Digging Machine Operator	43.16
Tractor Trailer Driver	40.76
Groundman, Truck Driver	38.36
Equipment Mechanic	38.36
Flagman	28.77

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	\$ 47.95
Crane, Crawler Backhoe	47.95
Cable Splicer	52.75
Cert. Welder-Pipe Type Cable	50.35
Digging Machine Operator	43.16
Tractor Trailer Driver	40.76
Groundman, Truck Driver	38.36
Equipment Mechanic	38.36
Flagman	28.77

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, Technician, Welder	\$ 49.27
Crane, Crawler Backhoe	49.27
Cable Splicer	54.20
Cert. Welder-Pipe Type Cable	51.73
Digging Machine Operator	44.34
Tractor Trailer Driver	41.88
Groundman, Truck Driver	39.42
Equipment Mechanic	39.42
Flagman	29.56

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, Technician, Welder	\$ 50.46
Crane, Crawler Backhoe	50.46
Cable Splicer	50.46
Digging Machine Operator	45.41
Tractor Trailer Driver	42.89
Groundman, Truck Driver	40.37
Equipment Mechanic	40.37
Flagman	30.28

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 %

**\*\* 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.  
\*Effective 05/06/2013, 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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R 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):

The following SUPPLEMENTAL BENEFITS apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

Journeyman	\$ 21.75
	*plus 7.25% of hourly wage

\*The 7.25% is based on the hourly wage paid, straight time rate or premium rate.

### OVERTIME PAY

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

### 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: 1000 hour terms at the following percentage of the Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a

### Lineman Electrician - Teledata

12/01/2016

**JOB DESCRIPTION** Lineman Electrician - Teledata

**DISTRICT 6**

### ENTIRE COUNTIES

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

### WAGES

Per hour:

FOR OUTSIDE WORK.

	07/01/2016	01/01/2017
Cable Splicer	\$ 30.29	\$ 30.90
Installer, Repairman	28.75	29.33
Teledata Lineman	28.75	29.33
Technician, Equipment Operator	28.75	29.33
Groundman	15.25	15.56

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

### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 4.43	\$ 4.43
	*plus 3% of wage paid	*plus 3% of 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

### HOLIDAY



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

6-1249LT - Teledata

**Lineman Electrician - Traffic Signal Lighting**

**12/01/2016**

**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/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, chain saws, 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/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:

07/01/2016

Lineman, Technician	\$ 41.65
Crane, Crawler Backhoe	41.65
Certified Welder	43.73
Digging Machine	37.49
Tractor Trailer Driver	35.40
Groundman, Truck Driver	33.32
Equipment Mechanic	33.32
Flagman	24.99

Above rates applicable on all Lighting and Traffic Signal Systems with the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems and the installation of Fiber Optic Cable.

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%

**\*\* 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.

\*Effective 05/06/2013, 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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R 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):

Journeyman	\$ 21.75
	*plus 7.25% of hourly wage

\*The 7.25% is based on the hourly wage paid, straight time rate or premium rate.  
Supplements paid at STRAIGHT TIME rate for holidays.

### OVERTIME PAY

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

### 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.

1st	2nd	3rd	4th	5th	6th	7th
\$ 24.99	\$ 27.07	\$ 29.16	\$ 31.24	\$ 33.32	\$ 35.40	\$ 37.49

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a-LT

### Lineman Electrician - Tree Trimmer

12/01/2016

**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

Per hour:

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.

	07/01/2016	01/01/2017
Tree Trimmer	\$ 23.37	\$ 23.95
Equipment Operator	20.61	21.13
Equipment Mechanic	20.61	21.13
Truck Driver	17.26	17.52
Groundman	14.15	14.36
Flag person	10.08	10.23

### SUPPLEMENTAL BENEFITS

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

Journeyman	\$ 9.56	\$ 9.98
	*plus 3% of hourly wage	*plus 3% of hourly wage

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

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

Paid: See (5, 6, 8, 15, 16, 25) 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

12/01/2016

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 5

### ENTIRE COUNTIES

Chautauqua

### **PARTIAL COUNTIES**

**Allegany:** Entire county except the Townships of Alfred, Almond, Andover and Burns.  
**Cattaraugus:** Entire county except the Township of Perrysburg and the Village of Gowanda.

### **WAGES**

Per hour:	07/01/2016
Building:	
Bricklayer	\$ 31.30
Cement Mason	31.30
Plasterer	31.30
Stone Mason	31.30
Tuck Pointer	31.30

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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

### **SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 18.65

### **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
55%	70%	80%	90%

Supplemental benefits per hour worked:

All terms \$ 18.65

5-3B - Jam - Z2

### **Mason - Building**

12/01/2016

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 5

### **ENTIRE COUNTIES**

Erie, Niagara

### **PARTIAL COUNTIES**

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

### **WAGES**

Per Hour:	07/01/2016
Building:	
Bricklayer	\$ 31.05
Stone Mason	31.05
Tuck Pointer	31.05

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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

### **SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 24.53

### OVERTIME PAY

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

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

### HOLIDAY

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

### REGISTERED APPRENTICES

Wages per hour:

1250 hour terms at the following wage:

1st	2nd	3rd	4th
\$ 17.90	\$ 18.07	\$ 21.34	\$ 25.23

Supplemental benefits per hour worked:

1st	2nd	3rd	4th
\$ 9.82	\$ 16.61	\$ 18.25	\$ 19.87

5-3B-Z3

### Mason - Building

12/01/2016

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 3

### ENTIRE COUNTIES

Erie, Niagara

### PARTIAL COUNTIES

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

### WAGES

Per hour: 07/01/2016  
Plasterer \$ 28.65  
Additional \$2.00/hr for work on swing stage over 20 feet.

### SUPPLEMENTAL BENEFITS

Per hour worked:  
\$ 18.49

### OVERTIME PAY

Exterior work only See ( B, E, E2, Q ) on OVERTIME PAGE.  
All other work See ( B, E, Q ) on OVERTIME PAGE.

### HOLIDAY

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

### REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following dollar amounts:

0	to 1000	to 2000	to 3000	to 4000	to 4700	to 5400	to 6000	to 7000	to 8000
\$ 12.00	\$ 14.00	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00	

Supplemental benefits per hour worked:

Hour terms at the following dollar amounts:

0	to 4000	to 4700	to 5400	to 6000	to 8000
\$ 2.50	\$ 3.50	\$ 4.50	\$ 5.50	\$ 7.50	

3-9-Pltr

### Mason - Building / Heavy&Highway

12/01/2016

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

**DISTRICT** 3

### ENTIRE COUNTIES

Erie

### PARTIAL COUNTIES

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

### WAGES

Per hour:	07/01/2016	07/01/2017 Additional	07/01/2018 Additional
Cement Mason	\$ 30.00	\$ 1.75	\$ 1.00
Additional \$0.25 per hr for Swing scaffold or exterior scaffold 42' or higher.			
Additional \$1.00 per hr when required to wear respirator.			

#### SUPPLEMENTAL BENEFITS

Per hour paid:  
\$ 27.92

#### OVERTIME PAY

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

#### HOLIDAY

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

#### REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following dollar amounts:

1st	2nd	3rd	4th	5th	6th
\$ 13.65	\$ 14.65	\$ 17.65	\$ 19.65	\$ 21.65	\$ 23.65

Supplemental benefits per hour paid:

1st	2nd	3rd	4th	5th	6th
\$ 7.33	\$ 10.15	\$ 11.96	\$ 15.08	\$ 17.34	\$ 20.61

3-111Erie

#### Mason - Heavy&Highway

12/01/2016

**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:	07/01/2016
Heavy & Highway:	
Cement Mason	\$30.39
Bricklayer	30.39

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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

#### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 20.37

#### 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 worked:

1st term	\$ 13.42
2nd - 4th term	20.37

5-3h

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**Mason - Tile Finisher**

**12/01/2016**

**JOB DESCRIPTION** Mason - Tile Finisher

**DISTRICT 5**

**ENTIRE COUNTIES**

Allegany, Broome, Chautauqua, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

**PARTIAL COUNTIES**

Cattaraugus: With the exception of the Township of Perrysburg and the Village of Gowanda.

**WAGES**

Per hour: 07/01/2016

Building:

Marble, Slate, Terrazzo	\$ 26.20
and Tile Finisher	26.20

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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour worked: \$ 16.15

**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:

1st and 2nd term 1200 hours and 3rd term 1300 hours at the following percentage of Journeyman's rate:

1st	2nd	3rd
55%	60%	80%

Supplemental benefits per hour worked:

1st	2nd	3rd
\$ 10.68	\$ 10.75	\$ 14.27

5-3TF - Z2

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**Mason - Tile Finisher**

**12/01/2016**

**JOB DESCRIPTION** Mason - Tile Finisher

**DISTRICT 5**

**ENTIRE COUNTIES**

Erie, Niagara, Orleans

**PARTIAL COUNTIES**

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

**WAGES**

Per hour: 07/01/2016

Building:

Marble, Slate, Terrazzo	\$ 29.08
and Tile Finisher	29.08

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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

### SUPPLEMENTAL BENEFITS

Per hour worked: \$ 15.60

### OVERTIME PAY

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

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

### HOLIDAY

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

### REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd
\$ 15.21	\$ 17.81	\$ 23.84

Supplemental benefits per hour worked:

1st	2nd	3rd
\$ 7.06	\$ 8.94	\$ 11.87

5-3TF - Z3

### Mason - Tile Setter

12/01/2016

**JOB DESCRIPTION** Mason - Tile Setter

**DISTRICT** 5

### ENTIRE COUNTIES

Erie, Niagara, Orleans

### PARTIAL COUNTIES

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

### WAGES

Per hour: 07/01/2016

Building:

Marble, Slate, Terrazzo \$ 31.40  
and Tile Setter 31.40

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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

### SUPPLEMENTAL BENEFITS

Per hour worked: \$ 23.68

### OVERTIME PAY

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

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

### HOLIDAY

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

### REGISTERED APPRENTICES

Wages per hour:

1250 hour terms at the following wage:

1st	2nd	3rd	4th
\$ 17.58	\$ 17.96	\$ 21.19	\$ 25.28

Supplemental benefits per hour worked:

1st	2nd	3rd	4th
\$ 9.89	\$ 16.41	\$ 18.04	\$ 19.42

5-3TS - Z3

### Mason - Tile Setter

12/01/2016

**JOB DESCRIPTION** Mason - Tile Setter

**DISTRICT 5**

**ENTIRE COUNTIES**

Allegany, Broome, Chautauqua, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

**PARTIAL COUNTIES**

Cattaraugus: With the exception of the Township of Perrysburg and the Village of Gowanda.

**WAGES**

Per hour: 07/01/2016  
Building:  
Marble, Slate, Terrazzo \$ 28.91  
and Tile Setter 28.91

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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 18.69

**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
55%	70%	80%	90%

Supplemental benefits per hour worked:

1st	2nd	3rd	4th
\$ 11.19	\$ 11.32	\$ 18.51	\$ 18.60

5-3TS - Z2

**Millwright**

**12/01/2016**

**JOB DESCRIPTION** Millwright

**DISTRICT 7**

**ENTIRE COUNTIES**

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Herkimer, Madison, Oneida, Seneca, Tioga, Yates

**WAGES**

Per Hour	07/01/2016	07/01/2017
Building:		Additional
Millwright	\$ 26.60	\$ 1.40
Certified welder	27.85	1.40
Hazardous	27.85	1.40
Machinist	27.85	1.40

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 19.03

**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

**REGISTERED APPRENTICES**



WAGES: (1) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th
60%	70%	80%	90%

SUPPLEMENTAL BENEFITS per hour worked:

Appr. 1st year	\$ 9.40
Appr. 2nd year	16.15
Appr. 3rd year	17.10
Appr. 4th year	18.07

7-1163 Zone 2

## Operating Engineer - Building

12/01/2016

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 12

### ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

### PARTIAL COUNTIES

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

### WAGES

CLASS A: Air Hoist, All Boom Type Equipment, All Pans and Carry-Alls, Archer Hoist, Asphalt Curb and Gutter Machines, Asphalt Roller, Asphalt Spreader or Paver, Automatic Fine Grade Machine (CMI or similar, first and second operator), Backhoe and Pullhoe, Backhoe and Pullhoe (tractor mounted, rubber tired), Back Filling Machine, Belt Placer (CMI or similar type), Bending Machine (Pipe), Bituminous Spreader and Mixer, Blacktop Plants (Automated and Non-automated), Blast or Rotary Drill (Truck or Track Mounted), Blower for Burning Brush, Boiler (when used for power), Boom Truck (excluding pick-up and delivery), Boring Machine, Bulldozer, Cableway, Cage Hoist, Caisson Auger, Central Mix Plant (and all concrete batching plants), Cherry Picker, Concrete Cleaning Decontamination Machine Operator, Concrete Curb and Gutter Machine, Concrete Curing Machine, Concrete Cutters (Vermeer or Similar Type), Concrete Mixer (over 1/2 cu yd.), Concrete Pavement Spreaders and Finishers, Concrete Paver, Concrete Pump, Conveyor, Core Drill, Crane, Crusher, Decon of Equipment, Derrick, Dragline, Dredge, Drill Rig (Tractor Mounted), Dual Drum Paver, Electric Pump used in conjunction with Well Point Systems, Elevating Grader (self propelled or towed), Elevator, Excavator (all purpose, hydraulically operated), Farm Tractor with Accessories, Fine Grade Machine, Forklift, Front End Loader, Generator (10 outlets or more), Gradall, Grader, Grout or Guniting Machine, Head Tower, Heavy Equipment Robotics Operator/Mechanic, Helicopter (when used for hoisting), Hoist (one drum), Hoisting Engine, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator, Hydraulic Boom, Hydraulic Hammer (self-propelled), Hydraulic Pipe Jack Machine (or similar type machine), Hydraulic Rock Expander (or similar type machine), Hydraulic System Pumps, Hydro Crane, Hydro Hammer (or similar type), Industrial Tractor, Jersey Spreader, Kolman Plant Loader (and similar type loaders), Laser Screed, Locomotive, Lubrication Truck, Maintenance Engineer, Maintenance, Lubrication Unit or Truck, Mine Hoist, Mixer for Stabilized Base (self-propelled), Monorail, Motorized Hydraulic Pin Puller, Motorized Hydraulic Seeder, Mucking Machine, Mulching Machine, Multiple Drum Hoist (more than one drum in use), Overhead Crane, Peine Crane (or similar type), Pile Driver, Plant Engineer, Pneumatic Mixer, Post Hole Digger and Driver, Power Broom, Pumpcrete, Push Button Hoist, Push or Snatch Cat, Quarry Master or equivalent, Road Widener, Rock Bit Sharpener (all types), Roller (all), Rolling Machine (pipe), Rotomill, Scissors Trucks, Lift, or Boom Lift of any type (when used for hoisting), Scoopmobile, Shovel, Sideboom, Skidsteer/Bobcat (Similar Type), Skimmer, Slip Form Paver (CMI or similar type), Snorkel/Vacuum Truck, Strato-Tower, Stump Chipping Machine, Tire Truck and Drivers performing tire repair (exclude outside vendor), Towed Roller, Tractor Drawn Belt-Type Grader/Loader, Tractor Shovel, Tractor with Towed Accessories, Tractor (when using winch power), Tractors, Trencher, Truck Crane, Truck Mechanic and Helper (exclude Teamsters when repairing their own trucks), Tunnel Shovel, Tube Finisher (CMI and similar type), Ultra High Pressure Waterjet Cutting Tool System Operator/Mechanic, Vacuum Blasting Machine Operator/Mechanic, Vibratory Compactor, Vibro Tamp, Well Drilling Machine, Well Point, Winch, Winch Truck with A Frame.

CLASS B: Aggregate Bin, Aggregate Plant, Apprentice Engineer, Apprentice Engineer Driver, Articulated Off Road Material Hauler, Boiler (used in conjunction with production), CMI and similar type Concrete Spreads (Apprentice Engineer), Cement Bin, Chipping Machine and Chip Spreader, Compressors (4 or less), Compressors (any size, but subject to other provisions for Compressors, Dust Collectors, Generators, Mechanical Heaters, Pumps, Welding Machines - four of any type or combination), Concrete Mixer (1/2 cu. yd. and under), Fireman, Form Tamper, Form Trucks (excluding Teamster or delivery), Fuel Truck or Drivers (exclude Teamster or delivery), Heaters, Heating Boiler (used for temporary heat), Helper on Lubrication Unit or Truck, Jeep Trencher, Power Heaterman, Power Plant in excess of 10 K.W., Pumps, Revinus Widener, Steam Boilers (if manning or license by local law is required), Steam Cleaner (when used for cleaning equipment on the job site), Welding Machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

Operating Engineer- Building

Per hour:	07/01/2016
Master Mechanic	\$ 37.56
Asst.Master Mechanic	36.92
Crane(boom over 100ft)	37.24
" (boom over 200ft)	37.49
" (boom over 300ft)	37.99
CLASS A	36.49

CLASS B 31.99

Additional \$1.00 per hour for tunnel work.

Additional \$2.50 per hour for CHEMICAL, HAZARDOUS OR TOXIC WASTE projects.

Additional \$3.00 per hour for all lattice boom cranes and any hydraulic crane over 60 ton capacity.

#### SUPPLEMENTAL BENEFITS

Per Hour:

Journeyman \$ 29.14\*

\*Note: Overtime rate is \$39.83 per hour

#### OVERTIME PAY

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

Note: Code W\* Excludes a portion of the package at overtime rate, equaling to \$39.83 and \$39.44(Apprentices)for supplemental benefit.

#### HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (1) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

Wages per hour:

New Apprentices, after date of signing, receive the follow wage rates:

First Year: 87.5% of wage rate for the job being performed

Second Year: 90% of wage rate for the job being performed

Third Year: 92.5% of wage rate for the job being performed

Fourth Year: 95% of wage rate for the job being performed

Supplemental benefits Per Hour:

Apprentice Engineers \$ 28.74\*

\*Note: Overtime rate is \$39.44 per hour.

12-17b

#### Operating Engineer - Heavy&Highway

12/01/2016

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

**DISTRICT** 12

#### ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

#### PARTIAL COUNTIES

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

#### WAGES

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

CLASS B: Aggregate Bin, Aggregate Plant, Apprentice Engineer, Apprentice Engineer Driver, Articulated Off Road Material Hauler, CMI and similar type Concrete Spreads (Apprentice Engineer), Cement Bin, Chipping Machine and Chip Spreader, Compressors (4 or less), Compressors: any size, but subject to other provisions for Compressors, Dust Collectors, Generators, Mechanical Heaters, Pumps, Welding Machines (four of any type or combination), Concrete Mixer (1/2 cu. yd. and under), Fireman, Form Tamper, Fuel Truck, Heating Boiler (used for temporary heat), Helper on Lubrication Unit or Truck, Jeep Trencher, Power Heaterman, Power Plant in excess of 10 K.W., Pumps (4" or over), Revinus Widener, Steam Cleaner, Stump Chipping Machine, Welding Machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

Operating Engineer- Building Site, Heavy/Highway, Sewer/Water, Tunnel:

Per hour:	07/01/2016	07/01/2017
Master Mechanic	\$ 37.56	\$ 39.20
Asst.Master Mechanic	36.92	38.56
Crane(boom over 100ft)	37.24	38.88
" (boom over 200ft)	37.49	39.13
" (boom over 300ft)	37.99	39.63
CLASS A	36.49	38.13
CLASS B	31.99	33.63

Additional \$1.00 per hour for tunnel work

Additional \$2.50 per hour for CHEMICAL, HAZARDOUS OR TOXIC WASTE projects.

Additional \$3.00 per hour for all lattice boom cranes and any hydraulic crane over 60 ton capacity.

For work bid after 07/01/2014 an additional \$3.00 per hour when shift work is mandated either in the job specifications or by the contracting agency.

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 28.94	\$ 28.94
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\*Note: Overtime rate is \$39.64 per hour.

#### OVERTIME PAY

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

Note: Code W\* Excludes a portion of package at the overtime rate, equaling package to \$ 39.64 and \$ 39.14(Apprentices) for supplements.

#### HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

Wages per hour:

Apprentices at 1 year terms

1st Term	\$27.99	\$29.42
2nd Term	28.79	30.26
3rd Term	29.59	31.10
4th Term	30.39	31.94

Supplemental Benifits

All Terms	\$28.54	\$28.54
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Note: Overtime rate is \$ 39.14 per hour.

12-17 hh/sw/t

#### Operating Engineer - Survey Crew

12/01/2016

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 12

#### ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

#### PARTIAL COUNTIES

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

#### WAGES

These rates apply to Building 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.

07/01/2016

Party Chief	\$ 38.09
Instrument Person	35.95
Rod Person	25.63

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

#### **SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 24.10
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#### **OVERTIME PAY**

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

#### **HOLIDAY**

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

#### **REGISTERED APPRENTICES**

WAGES:1000 hour terms for at percentage of Wage:

07/01/2016

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

SUPPLEMENTAL BENEFITS per hour worked:

0-1000 Hrs	\$15.33
1001-2000 Hrs	\$17.89
2001-3000 Hrs	\$20.45

12-17D Sur

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

**12/01/2016**

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

**DISTRICT** 12

#### **ENTIRE COUNTIES**

Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

#### **PARTIAL COUNTIES**

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

#### **WAGES**

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

Per hour:

**SURVEY CLASSIFICATIONS:**

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

07/01/2016

Party Chief	\$ 38.09
Instrument Person	35.95
Rod Person	25.63

#### **SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 24.10

#### OVERTIME PAY

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

#### 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:

07/01/2016

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

SUPPLEMENTAL BENEFITS per hour worked:

0-1000	\$15.33
1001-2000	\$17.89
2001-3000	\$20.45

12-17D Con Eng

#### Painter

12/01/2016

JOB DESCRIPTION Painter

DISTRICT 3

#### ENTIRE COUNTIES

Allegany, Erie, Genesee, Niagara, Orleans, Wyoming

#### PARTIAL COUNTIES

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

#### WAGES

Per hour:	07/01/2016
Basic Rate (Brush & Roll)	\$ 25.95
Spray painting, wallcovering	26.20
Abrasive and hydroblasting	26.20
Taping/DryWall Finisher	26.45
Skeleton Steel*	26.70

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

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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

#### SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 22.84

#### OVERTIME PAY

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

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

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

#### HOLIDAY

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

#### REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	90%

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

1st	2nd	3rd	4th	5th	6th
50%	55%	60%	65%	75%	85%

Supplemental benefits per hour worked:

Painter/Decorator and Taper/Drywall Finisher:

1st & 2nd terms	\$ 2.27
3rd & 4th terms	5.27
All other terms	6.27

3-4-Buf, Nia, Olean

## Painter

12/01/2016

**JOB DESCRIPTION** Painter

**DISTRICT** 3

**ENTIRE COUNTIES**

**PARTIAL COUNTIES**

Cattaraugus: Only the Townships of Conewango, Leon, Napoli, New Albion, Randolph and South Valley.

Chautauqua: Only the Townships of Busti, Carroll, Charlotte, Chautauqua, Cherry Creek, Clymer, Ellery, Ellicott, Ellington, French Creek, Gerry, Harmony, Kiantone, Mina, North Harmony, Poland, Ripley, Sherman, Stockton, Westfield and the City of Jamestown.

## WAGES

Per hour:	07/01/2016
Brush & Roller, taping,	\$ 25.65
wallcovering, swing & bosun	25.65
under 3 stories or under 35 ft	25.65
Swing & bosun over 3 stories or	25.90
over 35 feet, steel painting	25.90
All spraying, steam cleaning &	26.30
sandblasting, all toxic coating	26.30
Stacks	26.95

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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

## SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 15.68

## OVERTIME PAY

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

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

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

## HOLIDAY

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

## REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	90%

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

1st	2nd	3rd	4th	5th	6th
50%	55%	60%	65%	75%	85%

Supplemental benefits per hour worked:

Painter/Decorator and Taper/Drywall Finisher:

1st & 2nd terms	\$ 2.27
3rd & 4th terms	5.27

All other terms

6.27

3-4-Jamestown

**Painter**

**12/01/2016**

**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:	07/01/2016	05/01/2017 Additional	05/01/2018 Additional
Bridge*	\$ 38.00	\$ 1.25	\$ 1.25
Tunnel*	38.00	1.25	1.25
Tank*	36.00	1.25	1.25

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 \$1.00 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 worked:  
\$ 25.65

**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
50%	55%	60%	65%	75%	85%

Supplemental benefits per hour worked:

1st & 2nd terms	\$ 5.30
3rd & 4th terms	5.30
5th & 6th terms	6.30

3-4-Bridge, Tunnel, Tank

**Painter - Metal Polisher**

**12/01/2016**

**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**

	07/01/2016	06/01/2017
Metal Polisher	\$ 28.88	\$ 29.73
Metal Polisher**	29.83	30.68
Metal Polisher***	32.38	33.23

\*\*Note: Applies on New Construction & complete renovation

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

# **SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2016 06/01/2017

Journeyworker:  
All classification \$ 9.26 \$ 9.41

# **OVERTIME PAY**

See (B, E, E2, 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:

07/01/2016  
1st year \$ 11.75  
2nd year 13.00  
3rd year 15.75

Supplemental benefits:

Per hour paid:

1st year \$ 6.26  
2nd year 6.37  
3rd year 6.51

8-8A/28A-MP

# **Plumber**

12/01/2016

**JOB DESCRIPTION** Plumber

**DISTRICT** 3

# **ENTIRE COUNTIES**

# **PARTIAL COUNTIES**

**Allegany:** Only the Townships of Alma, Amity, Bolivar, Clarksville, Cuba, Friendship, Genesee, Wirt and that portion of Scio which lies west of Rt. 19.

**Cattaraugus:** Only the Townships of Allegany, Carrollton, Conewango, Cold Spring, Great Valley, Hinsdale, Humphrey, Ischua, Little Valley, Napoli, Olean, Portville, Randolph, Red House, Salamanca, South Valley, the City of Dunkirk, the City of Olean, the City of Salamanca, the Village of Fredonia, and the Allegany Indian Reservation.

**Chautauqua:** Only the Townships of Busti, Carroll, Chautauqua, Clymer, Ellery, Ellicott, Ellington, French Creek, Gerry, Harmony, Kiantone, Mina, North Harmony, Poland, Sherman, and the City of Jamestown.

# **WAGES**

Per hour:	07/01/2016	05/01/2017 Additional	04/30/2018 Additional
Plumber	\$ 31.46*	\$ 1.45	\$ 1.45
Steamfitter	31.46*	1.45	1.45

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

# **SUPPLEMENTAL BENEFITS**

Per hour worked:

\$ 23.51\*

\* Note - \$2.76 of this amount must be paid at the same premium as the wage.

# **OVERTIME PAY**

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

\* Double time after 11 hours per day on Weekdays.

\*\* Double time after 10 hours per day on Saturday.

# **HOLIDAY**

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

# **REGISTERED APPRENTICES**

Wages per hour:



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

1st	2nd	3rd	4th	5th
45%*	55%*	65%*	75%*	90%*

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

Supplemental benefits per hour worked:

\$ 19.32\*

\* Note - \$2.76 of this amount must be paid at the same premium as the wage.

3-22-Southern

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**Plumber****12/01/2016**

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**JOB DESCRIPTION** Plumber

**DISTRICT 3**

**ENTIRE COUNTIES**

Erie, Niagara, Wyoming

**PARTIAL COUNTIES**

Allegany: Only the Townships of Allen, Angelica, Belfast, Caneadea, Centerville, Granger, Hume, New Hudson and Rushford  
Cattaraugus: Only the Townships of Ashford, Dayton, East Otto, Ellicottville, Farmersville, Franklinville, Freedom, Leon, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire.  
Chautauqua: Only the Townships of Arkwright, Charlotte, Cherry Creek, Hanover, Pomfret, Portland, Ripley, Sheridan, Stockton, Villenova, Westfield, City of Dunkirk and Village of Fredonia.  
Genesee: Only the Townships of Alabama, Alexander, Batavia, Darien, Elba, Oakfield, Pembroke and the City of Batavia.  
Orleans: Only the Townships of Ridgeway, Shelby and Yates.

**WAGES**

Per hour:	07/01/2016	05/01/2017	04/30/2018
		Additional	Additional
Plumber	\$ 33.55*	\$ 1.45	\$ 1.45
Steamfitter	33.55*	1.45	1.45

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

**SUPPLEMENTAL BENEFITS**

Per hour worked:

\$ 23.51\*

\* Note - \$2.76 of this amount must be paid at the same premium as the wage.

**OVERTIME PAY**

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

\* Double time after 11 hours per day on Weekdays.

\*\* Double time after 10 hours per day on Saturday.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wages per hour:

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

1st	2nd	3rd	4th	5th
45%*	55%*	65%*	75%*	90%*

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

Supplemental benefits per hour worked:

\$ 19.32\*

\* Note - \$2.76 of this amount must be paid at the same premium as the wage.

3-22-Buffalo, Niagara

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**Roofer****12/01/2016**

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**JOB DESCRIPTION** Roofer

**DISTRICT 3**

**ENTIRE COUNTIES**

Allegany, Cattaraugus, Chautauqua

**WAGES**

Per hour:	07/01/2016
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Roofer \$ 29.02  
Waterproofer 29.02  
Asbestos Removal with respirator or protective suit add \$1.00 per hour.

#### SUPPLEMENTAL BENEFITS

Per hour worked:  
\$ 12.68

#### 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:

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

1st	2nd	3rd	4th	5th	6th
50%	50%	60%	70%	80%	90%

Supplemental benefits per hour paid:

1st & 2nd terms	\$ 0.42
All other terms	12.68

3-210

#### Sheetmetal Worker

12/01/2016

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 3

#### ENTIRE COUNTIES

Cattaraugus, Chautauqua

#### WAGES

Per hour:	07/01/2016	07/01/2017 Additional	07/01/2018 Additional
Sheet Metal Worker	\$ 26.48	\$ 0.90	\$ 0.70

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

15% when the majority of the hours are worked between the hours of 3:30PM - 1:00AM  
20% when the majority of the hours are worked between the hours of 11:00PM - 9:00AM

#### SUPPLEMENTAL BENEFITS

Per hour worked:  
\$ 22.39

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

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

#### REGISTERED APPRENTICES

Wages per hour:

1000 hour year terms:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 13.00	\$ 13.50	\$ 14.50	\$ 15.50	\$ 16.50	\$ 17.50	\$ 18.55	\$ 20.00

Supplemental Benefits

07/01/2016

1st term	\$ 11.46
2nd term	12.10
3rd term	14.08
4th term	14.85
5th term	15.63
6th term	16.40
7th term	17.17
8th term	17.95

3-112-Jamestown

## Sprinkler Fitter

12/01/2016

### 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 07/01/2016  
Sprinkler \$ 31.66  
Fitter

#### SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 21.02

#### 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

For Apprentices HIRED PRIOR TO 04/01/2010:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
50%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.15	\$ 8.15	\$ 15.12	\$ 15.12	\$21.02	\$21.02	\$21.02	\$21.02	\$21.02	\$21.02

For Apprentices HIRED ON OR AFTER 04/01/2010:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.56	\$ 8.60	\$ 15.37	\$ 15.41	\$ 15.96	\$ 16.00	\$ 16.05	\$ 16.09	\$ 16.14	\$ 16.18

For Apprentices HIRED ON OR AFTER 04/01/2013:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 7.90	\$ 7.90	\$ 15.12	\$ 15.12	\$ 15.37	\$ 15.37	\$ 15.37	\$ 15.37	\$ 15.37	\$ 15.37

**Teamster - Building / Heavy&Highway**

12/01/2016

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

**DISTRICT 3**

**ENTIRE COUNTIES**

Cattaraugus, Chautauqua

**PARTIAL COUNTIES**

Allegany: Entire county except the Townships of Alfred, Almond, Burns and West Almond.

**WAGES**

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers, Tandems and Batch Trucks, Mechanics, Dispatcher, Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP 2: Specialized Earth Moving Equipment, Euclid type, or similar off-highway where not self-loading and self-contained concrete mobile unit, Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading, Water Tanks, Sprinkler Trucks and Winch Trucks.

Per hour:	07/01/2016	04/01/2017
GROUP 1	\$ 35.13	\$ 36.38
GROUP 2	35.13	36.38

**SUPPLEMENTAL BENEFITS**

Per hour paid:	\$ 13.21	\$ 13.66
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**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid:	See (5, 20) on HOLIDAY PAGE
Overtime:	See (5, 6) on HOLIDAY PAGE

3-264

**Welder**

12/01/2016

**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	07/01/2016
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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, if worked

- ( 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, if worked
- ( U ) Four times the hourly rate for Holidays, if worked
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.

## 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  |



New York State Department of Labor - Bureau of Public Work  
State Office Building Campus  
Building 12 - Room 130  
Albany, New York 12240

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

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

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

**This Form Must Be Typed**

Submitted By:

(Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

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

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

Telephone: ( )

Fax: ( )

E-Mail:

2. NY State Units (see Item 5)

- |   |  |
|---|--|
| <input type="checkbox"/> 01 DOT                                   | <input type="checkbox"/> 07 City   |
| <input type="checkbox"/> 02 OGS                                   | <input type="checkbox"/> 08 Local School District  |
| <input type="checkbox"/> 03 Dormitory Authority                   | <input type="checkbox"/> 09 Special Local District, i.e.,<br>Fire, Sewer, Water District |
| <input type="checkbox"/> 04 State University<br>Construction Fund | <input type="checkbox"/> 10 Village  |
| <input type="checkbox"/> 05 Mental Hygiene<br>Facilities Corp.    | <input type="checkbox"/> 11 Town   |
| <input type="checkbox"/> 06 OTHER N.Y. STATE UNIT                 | <input type="checkbox"/> 12 County   |
|   | <input type="checkbox"/> 13 Other Non-N.Y. State<br>(Describe)                           |

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

Telephone: ( )

Fax: ( )

E-Mail:

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

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE:

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR  
THIS PROJECT:

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:  
Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

- ☐ 1. New Building  
☐ 2. Addition to Existing Structure  
☐ 3. Heavy and Highway Construction (New and Repair)  
☐ 4. New Sewer or Waterline  
☐ 5. Other New Construction (Explain)  
☐ 6. Other Reconstruction, Maintenance, Repair or Alteration  
☐ 7. Demolition  
☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT:

- |  |   |
|--|---|
| <input type="checkbox"/> Construction (Building, Heavy<br>Highway/Sewer/Water) | <input type="checkbox"/> Guards, Watchmen                                   |
| <input type="checkbox"/> Tunnel  | <input type="checkbox"/> Janitors, Porters, Cleaners,<br>Elevator Operators |
| <input type="checkbox"/> Residential   | <input type="checkbox"/> Moving furniture and<br>equipment                  |
| <input type="checkbox"/> Landscape Maintenance                                 | <input type="checkbox"/> Trash and refuse removal                           |
| <input type="checkbox"/> Elevator maintenance                                  | <input type="checkbox"/> Window cleaners                                    |
| <input type="checkbox"/> Exterminators, Fumigators                             | <input type="checkbox"/> Other (Describe)                                   |
| <input type="checkbox"/> Fire Safety Director, NYC Only                        |   |

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature





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

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

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

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

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

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

<https://dbr.labor.state.ny.us/EDList/searchPage.do>

**NYSDOL Bureau of Public Work Debarment List    04/18/2016**  
**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		4618 FOSTER AVE LLC		C/O KAHAN & KAHAN 225 BROADWAY-SUITE 715NEW YORK NY 10007	02/05/2013	02/05/2018
DOL	DOL	*****0996	A-1 CONSTRUCTION & RENOVATION INC		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC	*****4486	ABBIE PAINTING CORP		21107 28TH AVENUE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	*****9095	ABDO TILE CO		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****9095	ABDO TILE COMPANY		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	NYC		ABDUL KARIM		C/O NORTH AMERICAN IRON W 1560 DECATUR STREETRIDGWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****8488	ABELCRAFT OF NEW YORK CORP		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	*****1219	ABSOLUTE GENERAL CONTRACTING INC		1229 AVENUE U BROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DOL	*****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL	*****8018	ACCURATE MECHANICAL LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		ACCURATE MECHANICAL OF PHILADELPHIA LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL	*****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****7584	ADAM'S FLOOR COVERING LLC		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	02/15/2017
DOL	DOL		ADESUWA UWIGBE		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	NYC		ADRIANA SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	*****6367	ADVANCED METALS		387 RIVERSIDE DRIVE JOHNSON CITY NY 13790	10/01/2012	10/01/2017
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL	*****2538	AGG MASONRY INC		160 72ND ST - SUITE 721 BROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL		ALBERT CASEY		43-28 54TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	DOL		ALEJANDRO MATOS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREETASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		ALISHER KARIMOV		C/O AGG MASONRY INC 7105 3RD AVENUEBROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL	*****3344	ALL CATASTROPHE CONSTRUCTION TEAM INC	ACT INC	6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL	*****4274	AMERICAN STEEL MECHANICAL INC		693 PAINTER STREET MEDIA PA 19063	02/20/2013	02/20/2018
DOL	NYC		ANDERSON LOPEZ		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		ANDREW DIPPAUL		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	12/11/2012	12/11/2017
DOL	NYC		ANDRZEJ WROBEL		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENFRAI CONS 644 OCEAN PAPIKWAYBROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL	*****7004	ANNEX CONTRACTING LTD		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL	*****7004	ANNEX GENERAL CONTRACTING INC		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020

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DOL	DOL		ANTHONY J MINGARELLI JR		C/O T & T CONCRETE INC 2560 HAMBURG TURNPIKELACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL	*****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	DOL	*****3219	APOLLO CONSTRUCTION SERVICES CORP	APOLLO PAINTING CO	157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		APOLLO PAINTING CO		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****3295	APOLLO PAINTING CORP		3 ALAN B SHEPART PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	AG	*****0194	APPLIED CONSTRUCTION INC		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC	*****8403	AQUA JET PAINTING CORP		10 VIKING DRIVE WEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****9232	ARKAY CONSTRUCTION INC		102-104 GREYLOCK AVENUE BELLEVILLE NJ 07109	07/15/2015	07/15/2020
DOL	DOL	*****3953	ASCAPE LANDSCAPE & CONSTRUCTION CORP		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	11/19/2018
DOL	NYC	*****4779	ASTORIA GENERAL CONTRACTING CORP		35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC	*****7217	ASTRO COMMUNICATIONS OF NY CORP		79 ALEXANDER AVE- STE 36A BRONX NY 10454	10/30/2015	10/30/2020
DOL	NYC		AUDLEY O'BRIEN		1273 NORTH AVENUE/ #1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL		AVIS R HILL		3510 HICKORY WALK LANE ELLENWOOD GA 32094	01/22/2015	01/22/2020
DOL	AG		AVTAR SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	AG		BALDEV SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	DOL		BARBARA CASSIDY		7 BLENIS PLACE VALHALLA NY 10595	04/02/2015	04/02/2020
DOL	DOL		BARRY KINNEY		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****2294	BEDELL CONTRACTING CORP		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		BEVERLY F WILLIAMS		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL		BIAGIO CANTISANI		200 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	NYC	*****6555	BROOKLYN WELDING CORP		1273 NORTH AVENUE/ #1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL	*****6156	C & J LANDSCAPING & MAINTENANCE INC		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		CANTISANI HOLDING LLC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARIBBEAN POOLS		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****1143	CARMODY BUILDING CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	*****3368	CARMODY CONCRETE CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL		CARMODY CONTRACTING CORP		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	*****6215	CARMODY CONTRACTING INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY ENTERPRISES LTD		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY INDUSTRIES INC		442 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY MAINTENANCE CORP		105 KISCO AVENUE MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	*****0324	CARMODY MASONRY CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY"2" INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017

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DOL	NYC	*****9172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	*****1683	CATONE CONSTRUCTION COMPANY INC		294 ALPINE ROAD ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL		CATONE ENTERPRISES INC		225 DAKOTA STREET ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL	*****6745	CATSKILL FENCE INSTALLATIONS INC		5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	*****8530	CAZ CONTRACTING CORP		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	*****5556	CERTIFIED INSTALLERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****7655	CHAMPION CONSTRUCTION SERVICES CORP		2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		CHARLES CASSIDY JR		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	*****1416	CHEROMINO CONTROL GROUP LLC		61 WILLET ST - SUITE 14 PASSAIC NJ 07055	12/03/2009	02/23/2017
DOL	DOL		CHRIS SAVOURY		44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL		CHRISTINE J HEARNE		C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL		CHRISTOF PREZBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL	*****3360	CITY LIMITS GROUP INC		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL	*****0671	CJ-HEARNE CONSTRUCTION CO		SUITE 204 131 PONCE DE LEON AVENUEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	NYC	*****2905	COLONIAL ROOFING COMPANY INC		247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	NYC	*****3182	COLORTECH INC		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****2703	CONKLIN'S TECH- MECHANICAL INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****4175	CONSOLIDATED INDUSTRIAL SERVICES INC		2051 ROUTE 44/55 MODENA NY 12548	12/11/2012	01/28/2018
DOL	DOL		CONSTANTINOS ZERVAS		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	*****5740	CORTLAND GLASS COMPANY INC		336 TOMPKINS STREET CORTLAND NY 13045	10/21/2010	07/15/2016
DOL	NYC	*****4468	CRAFT CONTRACTING GROUP INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****8507	CRAFT FENCE INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	*****0810	D & G PAINTING & DECORATING INC		53 LITTLE COLLABAR ROAD MONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL	*****7761	D L MALARKEY CONSTRUCTION		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****7888	D L MALARKEY CONSTRUCTION INC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****5629	DAKA PLUMBING AND HEATING LLC		2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DARYL T RIEKS		C/O RIEKS CONTRACTING LLC 4804 GAHWILER ROADAUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		DAWN AVILA AKA DAWN BECHTOLD		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	NYC		DAWN BECHTOLD AKA DAWN AVILA		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	NYC	*****3865	DECOMA BUILDING CORPORATION		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018

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DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL	*****1446	DELTA CONTRACTING PAINTING AND DECORATING INC		437 SUNRISE HIGHWAY WEST BABYLON NY 11707	08/12/2013	08/12/2018
DOL	DOL	*****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	08/12/2018
DOL	DOL		DEMETRIOS KOUTSOURAS		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	DOL	*****9868	DESANTIS ENTERPRISES		161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC	*****8234	DEWATERS PLUMBING AND HEATING LLC		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL	*****9252	DI BERNARDO TILE AND MARBLE CO INC		15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	DOL		DIANE DEEVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	NYC		DIMITRIOS KOUTSOUKOS		C/O ASTORIA GENERAL CONTR 35-34 31ST STREETLONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	NYC	*****7404	DOSANJH CONSTRUCTION CORP		9439 212TH STREET QUEENS VILLAGE NY 11428	02/25/2016	02/25/2021
DOL	DOL		DOUGLAS L MALARKEY	MALARKEY CONSTRUCTI ON	64 VICTORIA DRIVE B INGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****6982	DUFOUR GROUP INC	DUFOUR MASONRY	353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY		353 WEST 56TH ST #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY & RESTORATION INC		353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****5840	DYNA CONTRACTING INC		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL		E C WEBB		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		EARL GALBREATH		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL		EARL L WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	*****1496	EAST COAST DRYWALL INC		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL	*****8011	ECO CLEANING CONTRACTORS INC		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	NYC	*****8074	ECONOMY IRON WORKS INC		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		EDWARD L GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	NYC		EDWARD MENKEN		C/O AQUA JET PAINTING 10 VIKING DRIVEWEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****0900	EF PRO CONTRACTING INC		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		EFSTRATIOS BERNARDIS		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC	*****6260	EL TREBOL SPECIAL CLEANING INC		95-28 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	DOL		ELIZABETH RAMADANI		C/O RAMADA CONSTRUCTION 80 SAVO LOOPSTATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		ELLEN DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	AG		EMILIO FRANZA		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		EMPIRE CONCRETE SERVICES LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019

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DOL	DOL	*****0511	EMPIRE CONCRETE SYSTEMS LLC		101 SULLYS TRAIL/ SUITE 2 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****2353	EMPIRE CONSTRUCTORS LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		EMPIRE PRECAST LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	DOL		ERIKA BARNETT		253 BEACH BREEZE LANE UNIT BARVERNE NY 11692	02/05/2013	02/05/2018
DOL	DOL		ESTEVEZ & FRAGA CONSTRUCTION CO INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		ESTEVEZ & FRAGA INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		EVELIO ELLEDIAS		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	NYC		EVERTON CARLESS		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL		F KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FANTASTIC PAINTING		493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FAZIA GINA ALI-MOHAMMED	C/O CHAMPION CONSTRUCTI ON	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL	*****5867	FJM-FERRO INC		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL	*****1311	FLOZ-ON PAINTING & DECORATING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8961	FLOZ-ON PAINTING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		FMS		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL	*****8067	FORTH SPORT FLOORS INC		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		FRAN MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS-MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL		FRANK MICELI JR	C/O FRANK MICELI JR CONTRACTIN G INC	19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	*****1321	FRANK MICELI JR CONTRACTING INC		19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL		FRED ABDO	ABDO TILE COMPANY AKA ABDO TILE CO	6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****2724	FRESH START PAINTING CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		G FUCCI CONSTRUCTION SERVICES		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6767	G FUCCI PAINTING INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****4546	GAF PAINTING LLC		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARDEN STATE PAINTING		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARY MCDOWELL	GM CONSTRUCTI ON & LAWN CARE SERVICE	76 PLACANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL		GEORGE DI BERNARDO		C/O DI BERNARDO TILE 15 WALKER WAYALBANY NY 12205	03/21/2014	03/21/2019

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DOL	NYC		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GERALD A POLLOCK		336 TOMPKINS STREET CORTLAND NY 13045	06/29/2010	07/15/2016
DOL	DOL	*****1075	GLOBAL TANK CONSTRUCTION LLC		P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL	*****0878	GM CONSTRUCTION & LAWN CARE SERVICE		76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	*****0090	GOLDS FLOORING INSTALLATIONS INC		25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL		GREGORY A FUCCI		C/O PAF PAINTING SERVICES 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GREGORY FUCCI JR		C/O APOLLO CONSTRUCTION 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GRETCHEN SULLIVAN		P O BOX 130 CRETE IL 60417	11/10/2011	11/10/2016
DOL	DOL	*****7735	GRYF CONSTRUCTION INC		394 SPOTSWOOD-ENGLISH RD MONROE NJ 08831	08/08/2011	08/08/2016
DOL	DOL	*****9456	GUILLO CONTRACTING CORP		P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	DOL		GUS PAPASTEFANOU		C/O D & G PAINTING & DECO 53 LITTLE COLLABAR ROADMONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	NYC	*****0346	H N H CONTRACTORS CORP		4558 RRADWAY # 6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL		HALSSAM FOSTOK		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	NYC		HAMEEDUL HASAN		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	AG	*****9918	HARA ELECTRIC CORP		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL	*****5405	HARD LINE CONTRACTING INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	NYC		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/25/2016	02/25/2021
DOL	NYC		HAROLD KUEMMEL		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	AG		HARVINDER SINGH PAUL		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL		HI-TECH CONTRACTING CORP		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	*****6370	HILLIANO CONSTRUCTION & ELECTRICAL INC		354 MAGNOLIA STREET ROCHESTER NY 14611	01/22/2015	01/22/2020
DOL	DOL	*****8282	IDEMA DEVELOPMENT INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****8282	IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****8426	IMPERIAL MASONRY RESTORATION INC		141 ARGONNE DRIVE KENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL	*****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETSYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL		ISABEL FRAGA		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	AG	*****0000	J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	*****7598	J M RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****3478	J N P CONSTRUCTION CORP		50 LOUIS COURT P O BOX 1907SOUTII HACKENSACK NY 07606	03/21/2014	03/21/2019
DOL	DOL		J N RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****9368	J TECH CONSTRUCTION		PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		J THE HANDYMAN			09/24/2012	09/24/2017
DOL	DOL	*****4910	J V MAGIC TOUCH CORPORATION		94-25 57TH AVENUE, APT 5G ELMHURST NY 11373	01/12/2015	01/12/2020

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DOL	DOL		JACQUELINE HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8627	JAG I LLC		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2868	JAG INDUSTRIES INC		175 BROAD ST - SUITE 320 GLENS FALLS NY 12801	09/16/2013	09/16/2018
DOL	DOL		JAMES B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES BOYCE		C/O EMPIRE CONCRETE SYST 101 SULLYS TRAIL/SUITE 20PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		JAMES E RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	AG		JAMES FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JAMES RHYNDERS SR		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL		JAMES WALSH		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL		JASON M RICH		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		JASON W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		JAY PRESUTTI		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	01/28/2013	01/28/2018
DOL	DOL		JEFF P BRADLEY		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		JERALD HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		JEROME LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	NYC		JERRY DEWATERS		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL		JOHN CATONE		C/O CATONE CONSTRUCTION 294 ALPINE ROADROCHESTER NY 14612	03/09/2012	03/09/2017
DOL	DOL		JOHN DESCUL		437 SUNRISE HIGHWAYA WEST BABYLON NY 11704	08/12/2013	08/12/2018
DOL	DOL		JOHN H LEE	JOHN LEE QUALITY PAVING	67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL	*****1749	JOHN LEE QUALITY PAVING		67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL		JON E DEYOUNG		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL	*****9368	JORGE I DELEON	J TECH CONSTRUCTI ON	PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		JORGE OUVINA		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		JORGE VILLALOBOS		94-25 57TH AVENUE - APT 5 ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL		JOSEPH CASUCCI		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JOSEPH MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		JOSHUA DEBOWSKY		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		JOYA MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018



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DOL	DOL		JUANA MARTINEZ		C/O LEAD CONSTRUCTION 27 BUTLER PLACE YONKERS NY 10710	03/19/2015	03/19/2020
DOL	DOL	*****4340	JUBCO SITE DEVELOPMENT LLC		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KAREN HARTMAN		C/O GUILLO CONTRACTING P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	NYC		KATHLEEN SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL		KEITH SCHEPIS		C/O KJS HAULING AND HOME 95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	DOL		KEN DEEVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL		KEVIN BABCOCK JR		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KEVIN M BABCOCK		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KIM SOROCENSKI		C/O SOLUTION MATTERS INC 198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	*****2463	KJS HAULING AND HOME IMPROVEMENT INC		95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	AG		KOSTAS "GUS" ANDRIKOPOULOS		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL		KRZYSZTOF PRZYBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL	*****6033	KUSNIR CONSTRUCTION		2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL	*****0526	LAGUARDIA CONSTRUCTION CORP		47-40 48TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	NYC	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****6224	LAKESIDE FIRE SPRINKLERS LLC		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL		LARRY DOMINGUEZ		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL		LAURA A. GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVE KENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		LAVERN GLAVE		C/O RAW POWER ELECTRIC 3 PARK CIRCLE MIDDLETOWN NY 10940	09/15/2014	09/15/2019
DOL	DOL		LAWRENCE J RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL	*****1364	LEAD CONSTRUCTION SERVICES INC		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/19/2015	03/19/2020
DOL	DOL	*****0597	LEED INDUSTRIES CORP	HI-TECH CONTRACTING CORP	114 PEART STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	AG		LEONID FRIDMAN		APT 5 200 BRIGHTON, 15TH ST BROOKLYN NY 11235	01/23/2013	01/23/2019
DOL	DOL		LINDSEY R CRILL		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	*****8453	LINPIILL ELECTRICAL CONTRACTORS INC		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL		LINVAL BROWN		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	NYC	*****2850	M A 2 FLAGS CONTRACTING CORP		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	AG	*****6957	M B DIN CONSTRUCTION INC		8831 201H AVENUE/SUILE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	*****6317	M S QUALITY CONSTRUCTION LLC		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC		MACIEJ SONTOWSKI		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC	*****9590	MACK GLASSNAUTH IRON WORKS INC		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020

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DOL	NYC	*****3141	MACKEY REED ELECTRIC INC		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		MALARKEY'S BAR & GRILL LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****0705	MALARKEY'S PUB & GRUB LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	NYC		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	NYC		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		MARGARET FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		MARIA ESTEVES AKA MARIA MARTINS		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIA MARTINS AKA MARIA ESTEVES		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		MARIO LUIS		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	DOL		MARK MIONIS		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****5533	MARQUISE CONSTRUCTION & DEVELOPMENT CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	*****8810	MARQUISE CONSTRUCTION ASSOCIATES INC		20 BOSWELL ROAD PUTNAM VALLEY NY 10579	09/03/2013	09/03/2018
DOL	DOL	*****1134	MARQUISE CONSTRUCTION CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	NYC	*****4314	MASCON RESTORATION INC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	NYC	*****4314	MASCON RESTORATION LLC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	*****0845	MASONRY CONSTRUCTION INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3333	MASONRY INDUSTRIES INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****9857	MBL CONTRACTING CORPORATION		2620 ST RAYMOND AVENUE BRONX NY 10461	08/30/2011	08/30/2016
DOL	DOL	*****9028	MCINTOSH INTERIORS LLC		8531 AVENUE B BROOKLYN NY 11236	02/05/2013	02/05/2018
DOL	DOL	*****4259	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL	*****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	NYC	*****5330	METRO DUCT SYSTEMS INC		1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****3368	MICEK CONSTRUCTION CO INC		20 CROSS STREET FALCONER NY 14733	12/02/2014	12/02/2019
DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL	*****9198	MICHAEL CZECHOWICZ	OCTAGON CO	37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		MICHAEL F LEARY JR		3813 SNOWDEN HILL ROADNEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL F LEARY JR METAL STUD & DRYWALL		3813 SNOWDEN HILL ROAD NEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREETNEW CITY NY 10958	01/28/2016	01/28/2021
DOL	DOL		MICHAEL KTISTAKIS		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL	*****6033	MICHAEL KUSNIR	KUSNIR CONSTRUCTION	2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL		MICHAEL MARGOLIN		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017

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DOL	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTORS	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		MICHELLE L BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2635	MIDLAND CONSTRUCTION OF CEDAR LAKE INC		13216 CALUMET AVENUE CEDAR LAKE IL 46303	11/10/2011	11/10/2016
DOL	NYC		MIGUEL ACOSTA		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	NYC		MILANCE HADZIC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	AG		MOHAMMAD RIAZ		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	AG		MOHAMMED N CHATHA		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	*****2690	MONDOL CONSTRUCTION INC		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	DOL		MORTON LEVITIN		3506 BAYFIELD BOULEVARD OCEANSIDE NY 11572	08/30/2011	08/30/2016
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		MUHAMMAD ZULFIQAR		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL		MURRAY FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		MUZAFFAR HUSSAIN		C/O ABSOLUTE GENERAL CONT 1129 AVENUE UBROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	NYC	*****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	NYC	*****1284	NEW AMERICAN RESTORATION INC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DA	*****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	NYC	*****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL		NICHOLAS DEGREGORY JR	NJ DEGREGORY & COMPANY	1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	DOL		NIKOLAS PSAREAS		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL	*****5279	NJ DEGREGORY & COMPANY		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL		NJ DEGREGORY & SONS CONSTRUCTION		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC	*****1968	NORTH AMERICAN IRON WORKS INC		1560 DECATUR STREET RIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****9198	OCTAGON CO		37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		OKBY ELSAYED		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	NYC		OLIVER HOLGUIN		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	NYC	*****8337	OPTIMUM CONSTRUCTION INC		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****4546	PAF PAINTING CORP		161 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****5242	PAF PAINTING SERVICES INC	GARDEN STATE PAINTING	157 TIBBETTS ROAD YONKERS NY 10103	03/12/2014	03/12/2019
DOL	DOL		PAF PAINTING SERVICES OF WESTCHESTER INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FL NEW YORK NY 10038	03/12/2014	03/12/2019

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DOL	DOL	*****8802	PAT'S HEATING AND AIR CONDITIONING LTD		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PATRICIA M RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PAUL VERNA		C/O AMERICAN STEEL MECHA 693 PAINTER STREETMEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL	*****9569	PERFORM CONCRETE INC		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	NYC		PETER LUSTIG		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	NYC		PETER TRITARIS		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****7914	PRECISION SITE DEVELOPMENT INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL	*****2989	PROFESSIONAL ESTIMATING & BUSINESS CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL	*****0015	RAMADA CONSTRUCTION CORP		80 SAVO LOOP STATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL		RANA A KAHN		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		RANTIK PARIKH		13 LORIANN ROAD WARREN NJ 07059	07/15/2015	07/15/2020
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK PL ACF MIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	NYC		RAYMOND PEARSON		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		REBECCA THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		REGINALD WARREN		C/O RAW POWER ELECTRIC 3 PARK CIRCLEMIDDLETOWN NY 10940	09/15/2014	09/15/2019
DOL	NYC	*****3461	RELIANCE GENERAL CONSTRUCTION INC		644 OCEAN PARKWAY BROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL		REVOLUTIONARY FLOORS LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		RHINO CONCRETE LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		RICHARD WILSON		C/O DUFOR GROUP INC 353 WEST 56TH STREET #7MNEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****8618	RIEKS CONTRACTING LLC		4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL	*****1855	ROBERT D BISHOP JR	ROBERT D BISHOP JR	P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	DOL		ROBERT D BISHOP JR		P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	NYC		ROBERT GUIDO		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	DOL		ROBERT L EVANS		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		ROBERT TORDELLA		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL		ROCCO ESPOSITO		C/O ROCMAR CONTRACTING CO 620 COMMERCE STREETTHORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****3859	ROCHESTER ACQUISITCAI CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		ROCMAR CONSTRUCTION CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****7083	ROCMAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	NYC		RODNEY SCOTT		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020

**NYSDOL Bureau of Public Work Debarment List 04/18/2016**

**Article 8**

DOL	DOL		ROMEO WARREN		C/O RAW POWER ELECTR CORP 3 PARK PLACEMIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	DOL		ROSEANNE CANTISANI		11 TATAMUCK ROAD POUND RIDGE NY 10576	05/04/2012	05/04/2017
DOL	DOL		ROSS J MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		S & S ELECTRIC		235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	NYC		SAEED HASAN		4558 BROADWAY #6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL	****4923	SCHENLEY CONSTRUCTION INC		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	NYC	****2117	SCOTT ELECTRICAL LLC		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		SCOTT LEONARD	GLOBAL TANK CONSTRUCTI ON LLC	P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL		SEAKCO CONSTRUCTION COMPANY LLC		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL	****9030	SEAKCO NEW YORK LLC	SEAKCO CONSTRUCTI ON COMPANY	128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		SEAN BURBAGE	C/O SEAN BURBAGE CORP	445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	****6586	SEAN BURBAGE CORP		445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	****3540	SEVEN STAR ELECTRICAL CONTRACTING CORP		23-24 STEINWAY STREET ASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		SEVEN STAR ELECTRICAL INC		C/O THEONI ATHANASIADIS 1023 COMMACK ROAD DIX HILLS NY 11746	06/27/2011	06/27/2016
DOL	NYC		SHAFIQUIL ISLAM		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	NYC		SHAHZAD ALAM		21107 28TH AVE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	****6904	SIGNING STAR LIMITED LIABILITY COMPANY		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	DOL	****0667	SNEEM CONSTRUCTION INC		43-22 42ND STREET SUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	DOL	****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL		SPASOJE DOBRIC		61 WILLET STREET - SUITE PASSAIC NJ 07055	07/09/2010	02/23/2017
DOL	NYC	****4934	SPHINX CONTRACTING CORP		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	DOL		SPORTSCRAFTERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	****3539	SPOTLESS CONTRACTING	IMPACT INDUSTRIAL SERVICES INC	44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL		STEPHEN BIANCHI		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		STEPHEON SHELTON	FANTASTIC PAINTING	493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		STEVEN SAGGESE		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL		STUART CHAITIN		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	11/19/2018
DOL	NYC	****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL	****3210	SUPER SWEEP	FMS	4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		SUZANNE G GOLD	C/O GOLDS FLOORING INSTALLATION S INC	25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL	****7441	T & T CONCRETE INC		2560 HAMBURG TURNPIKE P O BOX 367LACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL	****9676	T D CONTRACTORS CORP	T D CONTRACTOR S INC	113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018

**NYSDOL Bureau of Public Work Debarment List 04/18/2016**

**Article 8**

DOL	DOL		T D CONTRACTORS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		TAMMY LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	*****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TECH-MECHANICAL FAB DC INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****0887	THE BRINSON PAINTING CORPORATION		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NATLANTA GA 30318	12/01/2015	12/01/2020
DOL	DOL	*****8174	THE DALRYMPLE GROUP LLC		289 JONESBORO RD/ STE 216 MCDONOUGH GA 30253	12/01/2015	12/01/2020
DOL	DOL	*****4293	THE JOUVINA GROUP LLC		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		THE THORNE GROUP INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****2070	THE UNIVERSAL GROUP OF NEW YORK INC		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	DOL	*****9243	THE WELCOME MAT PROPERTY MANAGEMENT LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		THEONI ATHANASIADIS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREETASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		THOMAS DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC		THOMAS SCARINCI		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	*****2734	THREE FRIENDS CONSTRUCTION CORP		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	NYC	*****6253	THUNDER BROTHERS CORP		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	DOL		TIMOTHY A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TIMOTHY F BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC		TIMOTHY O'SULLIVAN		C/O SNEEM CONSTRUCTION 4322 42ND STREETSONNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	NYC	*****1523	TM MECHANICAL CORP		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	*****0600	TOMSON ALLOYS RECYCLING INC		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	*****8176	TOURO CONTRACTING CORP		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	DOL	*****6914	TRI-COUNTY RESTORATIONS & CONSTRUCTION INC		13 SUMMERSET DRIVE WALLKILL NY 12589	08/22/2014	08/22/2019
DOL	DOL		TRI-COUNTY RESTORATIONS INC		392 ROCK CUT ROAD WALDEN NY 12586	08/22/2014	08/22/2019
DOL	DOL	*****5213	TRIAD PAINTING CO INC		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL		TROY D CLARKE	ADVANCED METALS	387 RIVERSIDE DRIVE JOHNSON CITY NY 13790	10/01/2012	10/01/2017
DOL	AG	*****6490	UNIVERSAL STEEL FABRICATORS INC		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	NYC	*****7174	V&R CONTRACTING		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC		VFAP SFI A	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	*****3270	VEZANDIO CONTRACTING CORP		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	NYC		VICK CONSTRUCTION		21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018

**NYSDOL Bureau of Public Work Debarment List    04/18/2016**  
**Article 8**

DOL	NYC		VINCENT PIZZITOLA		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		WESLEY J STAROBA		206 TALLY HO COURT SCHENECTADY NY 12303	06/19/2013	06/19/2018
DOL	DOL	*****0078	WESLEY J STAROBA INC	S & S ELECTRIC	235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL	*****7617	WHITE PLAINS CARPENTRY CORP		P O BOX 309 WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		WILLIAM CONKLIN		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL		WILLIAM MAZZELLA		134 MURRAY AVENUE YONKERS NY 10704	02/03/2014	02/03/2019
DOL	DOL		WILLIAM THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		WILLIE BRINSON		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****6195	WILSON BROTHER DRYWALL CONTRACTORS		36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/18/2020

## **DAVIS-BACON FEDERAL WAGE RATES**



Davis Bacon Wage Rates - NY8.dvb

General Decision Number: NY160008 12/02/2016 NY8

Superseded General Decision Number: NY20150008

State: New York

Construction Types: Heavy and Highway

Counties: Cattaraugus, Chautauqua and Erie Counties in New York.

HEAVY CONSTRUCTION PROJECTS: CHAUTAUQUA AND ERIE COUNTIES; AND  
HIGHWAY CONSTRUCTION PROJECTS: CATTARAUGUS, CHAUTAUQUA AND  
ERIE COUNTIES

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	03/11/2016
3	04/01/2016
4	05/20/2016
5	05/27/2016
6	06/17/2016
7	07/01/2016
8	07/08/2016
9	08/19/2016
10	08/26/2016
11	09/02/2016
12	09/16/2016
13	12/02/2016

ASBE0004-001 05/01/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (include application of all materials, protective coverings, coatings, and finishings to all types of mechanical systems).....	\$ 32.15	21.34
HAZARDOUS MATERIAL HANDLER.....	\$ 32.15	21.34

BOIL0007-001 01/01/2013

Rates	Fringes
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Davis Bacon Wage Rates - NY8.dvb

BOILERMAKER.....\$ 29.97                      25.93

BRNY0008-004 07/01/2015

CHATAUQUA COUNTY AND CATTARAUGUS COUNTY (EXCLUDING TWNSP OF PERRYSBURG)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 29.87	17.79

BRNY0045-001 07/01/2016

ERIE, CATTARAUGUS (Towns of Perrysburg & Gowanda)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.05	23.60
Cement mason.....	\$ 31.05	23.60
MARBLE SETTER.....	\$ 31.21	20.54
TERRAZZO FINISHER.....	\$ 29.08	14.67
TILE FINISHER.....	\$ 29.08	14.67
Tilesetter & Terrazzo worker.....	\$ 31.21	20.54

\* CARP0276-002 07/01/2016

CHAUTAUQUA; CATTARAUGUS (Remainder of County).

	Rates	Fringes
Carpenters:.....	\$ 29.10	20.48

FOOTNOTES:

a. Paid Holidays: Independence Day and Labor Day, provided the employee works his scheduled day before and after the holiday and is on the payroll week in which the holiday falls.

\* CARP0276-013 07/01/2016

CATTARAUGUS (Townships of Persia and Perrysburg) ERIE (Grand Island)

	Rates	Fringes
CARPENTER		
Heavy & Highway.....	\$ 33.14	27.57

FOOTNOTES:

a. PAID HOLIDAYS: Independence Day, Labor Day, provided the employee works his scheduled day before and after the holiday and is on the payroll in the payroll week in which the holiday falls.

\* CARP0276-021 07/01/2016

CATTARAUGUS (Townships of Persia and Perrysburg)

Davis Bacon Wage Rates - NY8.dvb

	Rates	Fringes
CARPENTER		
Heavy & Highway.....	\$ 29.10	20.48

FOOTNOTES:

- a. PAID HOLIDAYS: Independence Day, Labor Day, provided the employee works his scheduled day before and after the holiday and is on the payroll in the payroll week in which the holiday falls.

ELEC0041-007 05/30/2016

ERIE, CATTARAUGUS (Ashford, East Otto, Ellicottville, Farmersville, Freedom, Franklinville, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 36.73	3%+22.29
ELECTRICIAN.....	\$ 34.14	25.76

ELEC0041-008 05/30/2016

ERIE, CATTARAUGUS (Ashford, East Otto, Ellicottville, Farmersville, Freedom, Franklinville, Lyndon, Machias, Masnfield, New Albion, Otto, Perrsburg, Persia and Yorkshire Townships)

	Rates	Fringes
Communications System		
CABLER.....	\$ 9.00	11.26+a
INSTALLER.....	\$ 17.30	16.61+a
MASTER TECHNICIAN.....	\$ 26.40	16.88+a
SOUND WIREMAN.....	\$ 24.00	16.81+a

work covers low voltage construction, installation, maintenance, and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX fiber optic cable and equipment, railroad communications, micro waves, V-Sat, bypass, CATV, WAN (wide area networks); LAN (local area networks) and ISDN (integrated systems digital network). Also, installation of sound systems, nurses call systems, intercom systems, staff registry/locating/signaling systems, antenna systems and associated devices; installation of security systems and apparatus, and cabling from VDT's to computers. This work does not apply to new construction, or to the installation of raceway systems and boxes for the above work.

FOOTNOTE:

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day

Davis Bacon Wage Rates - NY8.dvb  
after Thanksgiving Day, Christmas Day.

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ELEC0106-002 01/01/2016

CHAUTAUQUA, CATTARAUGUS (Remainder of County)

	Rates	Fringes
CABLE SPLICER.....	\$ 35.75	20.68
ELECTRICIAN.....	\$ 34.50	21.335

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ELEC1249-003 05/02/2016

	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.....	\$ 24.99	7.25%+21.75+a
Groundman (Truck Driver)....	\$ 33.32	7.25%+21.75+a
Groundman Truck Driver (tractor trailer unit).....	\$ 35.40	7.25%+21.75+a
Lineman & Technician.....	\$ 41.65	7.25%+21.75+a
Mechanic.....	\$ 33.32	7.25%+21.75+a

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 05/02/2016

	Rates	Fringes
ELECTRICIAN (Line Construction) overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :		
Flagman.....	\$ 30.28	7.25%+21.75+a
Groundman digging machine		

Davis Bacon Wage Rates - NY8.dvb

operator.....	\$ 45.41	7.25%+21.75+a
Groundman truck driver (tractor trailer unit).....	\$ 42.89	7.25%+21.75+a
Groundman Truck driver.....	\$ 40.37	7.25%+21.75+a
Lineman and Technician.....	\$ 50.46	7.25%+21.75+a
Mechanic.....	\$ 40.37	7.25%+21.75+a
Substation:		
Cable Splicer.....	\$ 52.75	7.25%+21.75+a
Flagman.....	\$ 28.77	7.25%+21.75+a
Ground man truck driver....	\$ 38.36	7.25%+21.75+a
Groundman digging machine operator.....	\$ 43.16	7.25%+21.75+a
Groundman truck driver (tractor trailer unit).....	\$ 40.76	7.25%+21.75+a
Lineman & Technician.....	\$ 47.95	7.25%+21.75+a
Mechanic.....	\$ 38.36	7.25%+21.75+a
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.....	\$ 54.20	7.25%+21.75+a
Flagman.....	\$ 29.56	7.25%+21.75+a
Groundman Digging Machine Operator.....	\$ 44.34	7.25%+21.75+a
Groundman Truck Driver (tractor-trailer unit).....	\$ 41.88	7.25%+21.75+a
Groundman Truck Driver.....	\$ 39.42	7.25%+21.75+a
Lineman & Technician.....	\$ 49.27	7.25%+21.75+a
Mechanic.....	\$ 39.42	7.25%+21.75+a

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 01/01/2014

Rates

Fringes

ELECTRICIAN (Line  
Construction)  
TELEPHONE, CATV

Davis Bacon Wage Rates - NY8.dvb

FIBEROPTICS CABLE AND  
EQUIPMENT

Cable splicer.....	\$ 29.12	3%+4.43
Groundman.....	\$ 12.98	3%+4.43
Installer Repairman- Teledata Lineman/Technician- Equipment Operator.....	\$ 27.64	3%+4.43
Tree Trimmer.....	\$ 22.41	8.30+3%+a

a. New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

ELEV0014-001 01/01/2016

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.78	29.985+a+b

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.  
b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0017-012 07/01/2015

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 35.16	28.69+a
GROUP 2.....	\$ 30.66	28.69+a
GROUP 3.....	\$ 35.91	28.69+a
GROUP 4.....	\$ 36.16	28.69+a
GROUP 5.....	\$ 36.66	28.69+a
GROUP 6.....	\$ 36.23	28.69+a

NOTE: HAZARDOUS WASTE PREMIUM \$2.50  
TUNNEL WORK \$1.00

FOOTNOTES:

- a. PAID HOLIDAYS: A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day; Thanksgiving Day; F-Christmas Day, provided the employee has worked the day before and the day after the holiday.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Air hoist, all boom type equipment (100 ft. or less), all pan and carry-alls, archer hoist, asphalt roller asphalt spreader or paver, automatic fine grade machine (CMI and similar type), archer hoist, backhoe and pull hoe (tractor mounted and rubber mounted), back filling machine, belt place (CMI and similar), bending machine (pipe), bituminous spreader and mixer, black top plant (automated), black top plant (non-automated), blast or rotary drill (truck or track mounted), blower for burning brush, boiler

Davis Bacon Wage Rates - NY8.dvb

(when used for power), boom trucks, boring machine, bulldozer, cableway cage hoist, caisson auger, central mix plant (and all concrete batching plants), cherry picker (over 5 tons), cherry picker (under 5 tons), chipping machine and chip spreader, concrete curb and gutter machines, concrete curing machine, concrete mixer (over 1/2 cu. yd.) concrete pavement spreaders and finishers, concrete paver, concrete pump, concrete saw (self-propelled), conveyor, core drill, crane, crusher, derrick operator, dragline, dredge, drill rig (tractor mounted), dual drum paver, electric pump used in conjunction with well point systems, elevating grader self-propelled or towed), elevator excavator (all purpose, hydraulically operated) farm tractor with accessories, fine grade machine, forklift, front end loader, generator (10 outlets or more), gradall, grader, grout or gunite machine, head tower, hoist-one drum, hoisting engine, hydraulic boom, hydraulic hammer, (self propelled), hydraulic pipe jack machine (or similar type machine), hydraulic system pumps, hydro crane, hydro hammer (or similar type), industrial tractor, jersey spreader, kolman plant loader (and similar type loaders), locomotive, lubrication truck, maintenance engineer, maintenance lubrication unit or truck, mine hoist, mixer for stabilized base (self-propelled), monorail, motorized hydraulic pin puller, motorized hydraulic seeder mucking machine, mulching machine, multiple drum hoist (more than 1 drum in use), overhead crane, peine crane (or similar type), pile driver, plant engineer, pneumatic mixer, post hole digger, power boom, pumpcrete, push or snatch cat, quarry master or equivalent road widener, rock bit sharpener (all types), roller (all), rolling machine (pipe), rotomill, scoopmobile, shovel, side boom, skimmer, slip form paver (CMI and similar type, first and second operator), snorkel, strato-tower, stump chipping machine, tire truck and repair, towed roller, tractor drawn belt type grader/loader, tractor shovel, tractor with towed accessories, tractors (when using winch power), tractors, trencher, truck crane, tunnel shovel, tube finisher (CMI and similar type), vibratory compactor, vibro tamp, well drilling machine, well point, winch, winch truck with "A" frame.

GROUP 2: Aggregate bin, CMI and similar type concrete spreads, cement bin, chipping machine and chip spreader, compressors (4 or less), compressors: (any size, but subject to other provisions for compressors, dust collectors, generators, mechanical heaters, pumps, welding machines (four of any type or combination), concrete mixer (1/2 cu. yd. and under), fireman, form tamper, fuel truck, heating boiler (used for temporary heat), jeep trencher, power heaterman, power plant in excess of 10 K.W., pump (4" or over), revinious widener, stem cleaner, stump chipping machine, welding machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

GROUP 3: Crane with boom over 100 feet

GROUP 4: Crane with boom over 200 feet

GROUP 5: Crane with boom over 300 feet

GROUP 6: Master mechanic

Davis Bacon Wage Rates - NY8.dvb

IRON0006-003 05/01/2016

ERIE COUNTY (Excluding Grand Island Township), CATTARAUGUS AND CHAUTAUQUA

	Rates	Fringes
Ironworker		
Fence Erectors.....	\$ 28.57	23.50
Structural, Ornamental, Reinforcing Steel, Welders, Riggers and Rodman.	\$ 30.00	25.00
Window Erectors.....	\$ 27.65	25.00

IRON0006-015 05/01/2016

ERIE (Township of Grand Island)

	Rates	Fringes
IRONWORKER		
Ironworker.....	\$ 30.00	25.00
Sheeter.....	\$ 30.00	25.00

LAB00210-003 07/01/2016

	Rates	Fringes
LABORER		
ERIE COUNTY HEAVY & HIGHWAY		
GROUP 1.....	\$ 28.66	24.05
GROUP 2.....	\$ 28.86	24.05
GROUP 3.....	\$ 29.06	24.05
GROUP 4.....	\$ 29.26	24.05
ERIE COUNTY SEWER/WATER		
GROUP 1.....	\$ 28.66	24.05
GROUP 2.....	\$ 28.76	24.05
GROUP 3.....	\$ 28.81	24.05
GROUP 4.....	\$ 28.91	24.05
GROUP 5.....	\$ 29.26	24.05
GROUP 6.....	\$ 29.66	24.05
ERIE COUNTY TUNNEL		
GROUP 1.....	\$ 29.16	24.05
GROUP 2.....	\$ 29.31	24.05
GROUP 3.....	\$ 29.41	24.05
GROUP 4.....	\$ 29.91	24.05
GROUP 5.....	\$ 30.01	24.05
GROUP 6.....	\$ 30.41	24.05
GROUP 7.....	\$ 30.66	24.05

HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Laborers; flagmen; outboard and hand boats;  
demolition worker; IBC barriers (except on structures);  
guard rails; road markers

GROUP 2: Bull float; chain saw; concrete aggregate bin;  
concrete bootman; gin buggy; hand or machine vibrator;  
jackhammer; mason tender mortar mixer; pavement breaker;  
handlers of all steel mesh; small generators for laborers'



Davis Bacon Wage Rates - NY8.dvb

tools; installation of bridge drainage pipe; pipelayers; vibrator type rollers; tamper; drill doctor; tail or screw operator on asphalt paver; water pump (2" and single diaphragm); nozzle (asphalt, gunnite, seeding and sandblasting); laborers on chain link fence erection; rock splitter and power unit; pusher type concrete saw and all other gas, electric, oil and air tool operators; wrecking laborers; laser man

GROUP 3: All rock or drilling machine operators (except quarry master and similar type); acetylene torch operator; asphalt raker; powderman; welder

GROUP 4: Blasters; curb & flat work form setters (except on structures); stone or granite curb setters

SEWER/WATER CLASSIFICATIONS

GROUP 1: General; flagman; top man; wreckers

GROUP 2: Foundation; rod carriers; plaster tender; scaffold bootman; pneumatic, gas, electric tool operator; jackhammer; chipping guns

GROUP 3: Mortar mixer over 8 feet in depth

GROUP 4: Pavement formsetter; steelburner; caisson; wagon drill operator; pipelayer; swing scaffold

GROUP 5: Utility pave driver; laser operator

GROUP 6: Blaster

TUNNEL CLASSIFICATIONS

GROUP 1: Mole nipper; powder handler; top laborer

GROUP 2: Air spade; jackhammer; pavement breaker

GROUP 3: Top bell

GROUP 4: Bottom bell; side or roofbelt driller; burners; trackmen; nippers; derailmen; hosemen; groutmen; gravelmen; form workers; movers & shaftmen; conveyormen

GROUP 5: Powder monkey

GROUP 6: Blasters; ironmen; welder; heading driller

GROUP 7: Piledriver; rigger

FOR HEAVY/HIGHWAY & TUNNEL: Additional \$1.00 added to base rate for all deleader & asbestos work. Additional \$2.00 added to base rate for all hazardous waste work.

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LAB00621-001 07/01/2016

Twnships of French Creek, Clymer, Harmony, Busti, Kiantone, Carroll, Mina, Sherman, Ellicott, Poland, Jamestown, North

Davis Bacon Wage Rates - NY8.dvb  
 Harmony, Gerry, Chautauqua, Ellington, Ellery, and Stockton in  
 CHAUTAUQUA County

	Rates	Fringes
Laborers:		
HEAVY AND HIGHWAY		
(ZONE I)		
GROUP 1.....	\$ 26.54	19.00
GROUP 2.....	\$ 26.94	19.00

LABORER CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Flagman; outboard and hand boats; Bull float; Chain Saw; Concrete aggregate bin; Concrete boot; Gin Buggy; Hand or machine vibrator jack hammer; Mason tender; Mortar mixer; pavement breaker; Handler of all steel mesh; Small generator for laborer tools; installation of bridge drainage pipe; Pipe layers; Vibrator type rollers; Tamper drill doctor; Water pump operator (1-1/2" and single diaphragm); Nozzle (asphalt, gunite, seeding and sandblasting); Laborers on chain link fence erection; rock splitter and power unit; Pusher type concrete saw and all other gas, electric, oil and air tool operators; wrecking laborers.

GROUP 2: Blasters; Form setter; stone or granite curb setters; Designated asphalt rakers (not to include cold patch); tail or screw operator on asphalt paver. All rock or drilling machine operators (except quarry master and similar type); acetylene torch operators; powdermen.

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LAB00621-002 07/01/2016

CHAUTAUQUA COUNTY (Townships of Ripley, Westfield, Portland, Pomfret, Dunkirk, Sheridan, Hanover, Villenova, Arkwright, Cherry Creek and Charlotte)

	Rates	Fringes
Laborers:		
CHAUTAUQUA COUNTY		
(Remaining Townships)		
HEAVY AND HIGHWAY		
GROUP 1.....	\$ 26.54	19.00
GROUP 2.....	\$ 26.94	19.00
CHAUTAUQUA COUNTY		
(Townships of Ripley,		
Westfield, Portland,		
Pomfret, Dunkirk,		
Sheridan, Hanover,		
Villenova, Arkwright,		
Cherry Creek and		
Charlotte) HEAVY AND		
HIGHWAY CONSTRUCTION		
GROUP 1.....	\$ 27.49	19.00
GROUP 2.....	\$ 27.89	19.00

For HEAVY & HIGHWAY CLASSIFICATIONS

Davis Bacon Wage Rates - NY8.dvb

GROUP 1: Flagmen, Outboard and Hand Boats, Demolition Worker, Nurseryman, IBC Barriers except on Structures, Guard Rail and Road Markers, Bull Float, Chain Saw, Concrete Aggregate Bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of All Steel Mesh, Small Generators for Laborers' tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Waterpump Operators (1 1/2" and single diaphragm), Nozzle (asphalt gunite, seeding and sand blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other gas, electric, oil and air tool operators, wrecking Laborer, Laser Man.

GROUP 2: All Rock or Drilling Machine Operators (except quarry master and similar type), Acetylene Torch Operators and Asphalt Raker, Powderman, Blaster, Curb and Flat Work Form Setter not on structures, Stone or Granite curb setters, Stone Cutter.

For HEAVY & HIGHWAY CLASSIFICATIONS in CHAUTAUQUA COUNTY (Remaining Townships)

GROUP 1: Flagman, Outboard and hand boats, Bull float, Chain Saw, Concrete aggregate bin, Concrete boot, Gin buggy, Hand or machine vibrator jack hammer, Mason tender, Mortar mixer, pavement breaker, handler of all steel mesh, Small generator for laborers' tools, installation of bridge drainage pipe; Pipe layers, Vibrator type rollers, Tamper drill doctor, water pump operator (1 1/2" and single diaphragm), Nozzle (asphalt, gunite, seeding and sandblasting) Laborers on chain link fence erection, rock splitter and power unit, Pusher type concrete saw and all other gas, electric, oil and air tool operators, wrecking laborers.

GROUP 2: Blasters, Form setters, stone or granite curb setters; Designated asphalt rakers (not to include cold patch), tail or screw operator on asphalt paver. All rock or drilling machine operators (except quarry master and similar type), acetylene torch operators, powderman.

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PAIN0004-001 05/01/2016

CHAUTAUQUA COUNTY (Townships of Awkwright, Dunkirk, Hanover, Pomfret, Portland, Sheridan, Villanova); CATTARAUGUS COUNTY (Townships of Ashford, Dayton, East Otto, Machias, Otto, Perrysburg, Persia, Yorkshire); ERIE COUNTY (Entire county, excluding area North of Whitehaven Road, Grand Island)

Rates                      Fringes

Painters: (BUILDING  
CONSTRUCTION)

ERIE COUNTY

BRUSH AND ROLLER.....	\$ 25.95	22.44
DRYWALL/TAPING.....	\$ 26.45	22.44
WALLCOVERING.....	\$ 26.20	22.44

Davis Bacon Wage Rates - NY8.dvb

Painters: (HEAVY & HIGHWAY  
CONSTRUCTION)

CATTARAUGUS, CHAUTAUQUA & ERIE COUNTIES.....	\$ 38.00	25.25
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PAIN0004-004 05/01/2016

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

	Rates	Fringes
Painters:		
BUILDING CONSTRUCTION		
Lead Abatement.....	\$ 25.43	19.51
Painters.....	\$ 24.68	19.51
Spraying, Paperhangers, Sand-Blasting, Swinging scaffold.....	\$ 24.93	19.51
Tapers.....	\$ 25.18	19.51
HEAVY & HIGHWAY CONSTRUCTION		
Bridge Painter.....	\$ 38.00	25.25

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PAIN0004-007 05/01/2016

	Rates	Fringes
GLAZIER.....	\$ 26.25	19.42

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PAIN0004-008 05/01/2016

CATTARAUGUS COUNTY - Townships of Leon, Conewango, Randolph, South Valley, Napoli and New Albion;

CHAUTAUQUA COUNTY - Townships of French Creek, Mina, Ripley, Westfield, Sherman, Clymer, Chautauqua, North Harmony, Harmony, Busti, Ellery, Stockton, Charlotte, Gerry, Ellicott, Jamestown, Kiantone, Carroll, Poland, Ellington and Cherry Creek.

	Rates	Fringes
Painters: (HEAVY & HIGHWAY CONSTRUCTION)		
Bridges.....	\$ 38.00	25.25

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PAIN0004-017 05/01/2016

CATTARAUGUS COUNTY (Townships of Cold Spring, Elko, Mansfield, Little Valley, Salamanca Indian Reservation, Red House, Ellicottville, Great Valley, Carrolton, Franklinville, Humphrey, Allegany, Freedom, Farmersville, Lyndon, Ishua, Hinsdale, Olean and Portville)

	Rates	Fringes
Painters: (HEAVY & HIGHWAY CONSTRUCTION)		
Bridges.....	\$ 38.00	25.25

Davis Bacon Wage Rates - NY8.dvb

PLAS0009-001 06/01/2011

	Rates	Fringes
PLASTERER.....	\$ 27.55	14.34

PLAS0111-001 07/01/2011

	Rates	Fringes
CEMENT FINISHER.....	\$ 27.00	24.27

PLUM0022-001 05/02/2016

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

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

ERIE- All Townships in the County.

	Rates	Fringes
PLUMBER/PIPEFITTER		
ZONE 1.....	\$ 34.30	23.40
Steamfitter		
ZONE 1.....	\$ 34.30	23.40

PLUM0022-004 05/02/2016

ZONE 2

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

ZONE 1

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

	Rates	Fringes
PLUMBER/PIPEFITTER		
ZONE 1.....	\$ 34.30	23.40
ZONE 2.....	\$ 32.21	23.40

ROOF0074-001 06/01/2011

ERIE COUNTY

	Rates	Fringes
Roofers:		
Composition.....	\$ 25.00	16.18
Slate & Tile.....	\$ 25.15	16.18

Davis Bacon Wage Rates - NY8.dvb

ROOF0210-005 06/01/2010

	Rates	Fringes
ROOFER.....	\$ 23.65	11.99

SFNY0669-001 04/01/2016

	Rates	Fringes
SPRINKLER FITTER.....	\$ 32.66	21.42

SHEE0071-001 05/15/2011

ERIE COUNTY:

	Rates	Fringes
Sheet metal worker.....	\$ 31.50	17.45

SHEE0112-001 07/01/2016

CATTARAUGUS AND CHAUTAUQUA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 26.48	22.22

TEAM0264-001 04/01/2016

CATTARAUGUS AND CHAUTAUQUA COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 35.13	13.21+a
GROUP 2.....	\$ 35.13	13.21+a

FOOTNOTE:

a. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided employee has worked the day before and the day after the holiday.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Pickups, panel trucks, flatboy material trucks (straight jobs), single-axle dump trucks, dumpsters, Tandems, batch trucks, mechanics semi trailers, low-boy trucks, asphalt distributor trucks, agitator, mixer trucks and dumpcrete type vehicles, truck mechanics, fuel trucks.

GROUP 2: Specialized earth moving equipment-euclid type or similar off-highway equipment, where not self-loaded, straddle (ross) carrier, self-contained concrete unit, off-highway tandem back-dump, twin engine equipment and double-hitched equipment where not self-loaded.

TEAM0449-002 07/01/2015

ERIE COUNTY

Rates	Fringes
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Davis Bacon Wage Rates - NY8.dvb

Truck drivers: (Includes  
Single Axle Dump and  
Off-Highway Dump Trucks).....\$ 35.15                      5.00+a+b

Work on a hazardous waste site then additional \$2.00 per  
hour.

FOOTNOTE: a. Pension \$49.00 per day

b. Paid Holidays: New Years Day, Memorial Day, Independence  
Day, Labor Day, Thanksgiving Day, Christmas Day provided  
the employee has worked the working day before and after  
the holiday

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TEAM0449-005 07/01/2015

ERIE COUNTY

	Rates	Fringes
Truck drivers: (Dump Truck Only, Excludes Single Axle Dump and Off-Highway Dump Trucks).....	\$ 18.95	3.17+a

FOOTNOTE: a. Paid Holidays: New Years Day, Memorial Day,  
Independence Day, Labor Day, Thanksgiving Day, Christmas  
Day provided the employee has worked the working day before  
and after the holiday

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

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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

#### Davis Bacon Wage Rates - NY8.dvb

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



Davis Bacon Wage Rates - NY8.dvb

- \* 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 Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

**SECTION K**

**SUPPLEMENTAL INFORMATION**

### SUPPLEMENTAL INFORMATION AVAILABLE TO BIDDERS

The following information is available at the Office having jurisdiction for this project, as identified in the advertisement for bids, for inspection and review prior to the letting date. It is mutually understood that this data is independent information the County has assembled and the bidder shall assume the risk of its accuracy and that the information is not prepared or used as part of the contract plans and that Article 3 of the NYSDOT Standard Specifications will apply as to the site conditions. This information is not to be considered as a substitution or revision of that section of the Standard Specifications defining specifications and contract agreements.

By his signature on this proposal the bidder certifies that he has made himself aware of the availability, for his inspection and review prior to the letting date, of the information indicated below:

PIN 5759.09

AVAILABLE	NOT AVAILABLE	INFORMATION
	X	Utility Estimate Sheets with Names of Utility Officials
X		Right of Way Plan
X		Earthwork Cross Section Sheets
	X	Earthwork Sheets
	X	Drainage Estimate Sheets
	X	Sign Face Layouts
X		Logs of Subsurface Exploration
X		Tabulated Results of Probing
	X	Tabulated Depth to Bed Rock
	X	Logs Showing Laboratory Description of Soil Samples
X		Laboratory Test Data from Soil Samples
	X	Rock Outcrop Maps
	X	Granular Materials Resources Survey Reports
	X	Terrain Reconnaissance Reports
X		Subsurface Data Obtained from Sources Outside the Department
	X	Rock Cores (available for inspection)
	X	Record Plans
	X	Special Reports or Other Information (Identify Below)
	X	Hazardous Waste/Asbestos Assessment
X		SWPPP

**STORMWATER POLLUTION PREVENTION PLAN**  
**(SWPPP)**

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# **STORMWATER POLLUTION PREVENTION PLAN**

## **County Road 57 Improvements at Intersection of Bentley Road Town of Dayton**

### Prepared for:

**Cattaraugus County  
Department of Public Works**  
8810 Route 242  
Little Valley, NY 14755

### Prepared by:

**Greenman-Pedersen, Inc.**  
4950 Genesee Street, Suite 100  
Buffalo, New York 14225

GPI No. 29041

June 2016

**REVISION SCHEDULE**

This storm water pollution prevention plan (SWPPP) should be revised and updated to address changes in site conditions, new or revised government regulations, and additional on-site storm water pollution controls.

All revisions to the SWPPP must be documented on the SWPPP Revision Documentation Form. The authorized facility representative who approves the SWPPP should be an individual at or near the top of the facility's management organization, such as the president, vice president, construction manager, site supervisor, or environmental manager. The signature of this representative attests that the SWPPP revision information is true and accurate. Previous authors and facility representatives are not responsible for the revisions.

**SWPPP Revision Documentation Form**

Date	Author	Description

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- A. Correspondence
- B. SPDES General Permit, GP-0-15-002
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- D. Calculations
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## 1.0 INTRODUCTION

### 1.1 REPORT OBJECTIVES

The purpose of this plan is to document the means and methods for controlling runoff and pollutants from the Project Site during and after construction activities. The principal objective of a SWPPP is to comply with the State Pollution Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activities by planning and implementing the following practices:

Reduction or elimination of erosion and sediment loading to waterbodies during construction;  
Control of the impact of stormwater runoff on the water quality of the receiving waters;  
Control of the increased volume and peak rate of runoff during and after construction; and  
Maintenance of stormwater controls during and after construction.

The SWPPP is prepared in accordance with the following guidance documents:

*New York State Standards and Specifications for Erosion and Sediment Control*, New York State Department of Environmental Conservation, August 2005;  
*New York State Stormwater Management Design Manual*, New York State Department of Environmental Conservation, August 2010; and *SPDES General Permit for Stormwater Discharges from Construction Activities, GP-0-15-002*.

A copy of *SPDES General Permit for Stormwater Discharges from Construction Activities, GP-0-15-002*, is provided in Appendix B. A copy of the Notice of Intent (NOI) form is provided in Appendix C.

### 1.2 CONTACT INFORMATION

Client referred to herein as "the Owner" and selected Contractor(s), shall maintain a copy of this SWPPP on site for the duration of the construction process.

For additional information regarding this project, contact the following:

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Cattaraugus County Department of Public Works.

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Sr. Civil Engineer  
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Little Valley, NY 14755

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email: wafox@cattco.org

### 1.3 GENERAL PROJECT DESCRIPTION

This project proposes to reconfigure the County Road 57 and Bentley Road intersection in the Town of Dayton, Cattaraugus County. County Road 57 and Bentley Road are both classified as Rural-Minor Collectors. County Road 57 is owned and maintained by the Cattaraugus County Department of Public Works and Bentley Road is owned and maintained by the Town of Dayton. This project is presented in the Final Design Report dated September 2011, included in this SWPPP by reference and available on request. It is anticipated to start construction in the summer of 2016.

The existing site is a paved roadway intersection with grass lawn and active farmland along the roadside. The area surrounding the intersection is primarily actively tilled farmland. The soil is exclusively hydrologic class A with all existing and proposed stormwater flow from the roadway sheeting to the adjacent fields and lawns having no discernable concentrated flow path to surface waters. Per the Soils Survey, the soil has no year-round ponding potential and has a very high percolation rate with no bedrock or groundwater table within 6' of the surface.

It is proposed that a portion of the on-site stormwater from the development will be collected in an open channel and infiltrate via a dry swale. The swale will handle the water quality volume and the 10 and 100 year flood volumes without discharge. Property acquisition will be needed in order to construct the swale. Stormwater retention and detention facilities on site are designed in accordance with the New York State Stormwater Design Manual and the requirements of SPDES General Permit for Stormwater Discharges from Construction Activities, GP-0-15-002 and Town of Lancaster stormwater standards.

Soil disturbance activities will include: clearing and grubbing, grading, excavation for roadway, shoulders, swale construction, and construction of driveways, final grading, landscaping, mulch, and seeding.

To protect natural resources, acquisition of active farmland has been minimized (fingerprinted) to only that needed to improve the intersection alignment and construct and maintain the dry swale.

### 2.0 EXISTING SITE CONDITIONS

#### 2.1 LOCATION

The project site is located in the Town of Dayton, Cattaraugus County, New York. The project location in relation to major roads is provided on Exhibit 1 – Site Location Map.

#### 2.2 SITE DESCRIPTION

The existing site is a paved roadway intersection with grass lawn and active farmland along the roadsides. The disturbed area is calculated at 1.86+/- acres. The area surrounding the intersection is primarily actively tilled farmland. The soil is exclusively hydrologic class A with all existing and proposed stormwater flow from the roadway sheeting to the adjacent fields and lawns having no discernable concentrated flow path to surface waters. Per the Soils Survey, the soil has no year-round ponding potential and has a very high percolation rate with no bedrock or groundwater table within 6' of the surface. There is no offsite area that drains onto the proposed site.

The site does not fall within a mapped FEMA floodplain and there will be no wetland disturbance for this project.

The watershed boundaries for the project are delineated on Exhibits 2 and 3.

### 2.3 SOILS

The onsite watershed consists of 100% Type 'A' soils.

Exhibit 4 - Site Soil Map, depicts the soil types identified within the project area, both on-site and offsite. The soil map and soil types were obtained from the USDA Natural Resources Conservation Service, Web Soil Survey. The soils consist of Chenango gravelly silt loam, 0 to 3 percent slopes, and Chenango gravelly silt loam, 3 to 8 percent slopes. Both of these soils are Hydrologic Soil Group A. Group A soils have a high rate of infiltration and low runoff potential. The results are summarized below:

SOIL NAME & DESCRIPTION	HYDROLOGIC SOIL GROUP	AREA OF SOILS
Chenango gravelly silt loam 0 to 3% slope	A	93%
Chenango gravelly silt loam 3 to 8% slope	A	7%

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural conditions are in group D are assigned to dual classes.

### 2.4 STORMWATER RUNOFF

Rainfall on previous areas will infiltrate into the ground surface rapidly based on the soils type(s). All non-pervious areas of this site drain to these soils and will infiltrate.

### 3.0 PROPOSED SITE CONDITIONS

#### 3.1 GENERAL SITE IMPROVEMENTS

The land use characteristics of the watershed area for pre and post developed site conditions are summarized in the following table:

Watershed Subarea (I.D)		Impervious Area Paved (ac.)	Open Space (ac.)
On-Site	Pre	1.1	0.7
	Post	1.3	0.5

The intersection is to be realigned to promote traffic safety. The reconstruction will increase the non-pervious area by less than 0.2 acres. Included in the disturbed area is the construction of the infiltration dry swale for water quality volume treatment and storm water detention. Areas for stormwater quality treatment, runoff reduction and peak flow attenuation in accordance with the New York State Stormwater Design Manual in compliance with GP-0-15-002. Ditches

The proposed improvement provides for removal of the existing split "V" intersection and replacement with a horizontal curve connecting Bentley Road with County Road 57. The CR57 section of roadway connecting from the north will be constructed as a "T" type intersection at the Bentley /CR 57 curve. The vertical alignment will match the existing grades without significantly raising or lowering either CR 57 or Bentley Road.

The design is consistent with the standards listed in NYSDOT Highway Design Manual Chapter 2. The project area is rural.

Traffic will be detoured off-site throughout construction.

This project is classified as a SEQR Type II based on 6 NYCRR 617.5(c). The project is classified as a Class II action, Programmatic Categorical Exclusion with respect to the Federal Highway Administration 23 CFR, part 771.117(d) 1 and (d) 3 based on the NEPA Assessment Checklist in Appendix E of the Final Design Report.

Procedurally, this project is being progressed using the NYSDOT Procedures for Locally Administered Federal-Aid Projects Manual.

### 3.2 WATERSHED BOUNDARY

The post developed watershed boundary includes the same total drainage area as described in Section 2.2 for the pre-developed watershed. The watershed delineation maps (pre and post) can be found on Exhibits 2 and 3.

## 4.0 HYDROLOGIC AND HYDRAULIC ANALYSIS

### 4.1 GENERAL

A complete hydrologic and hydraulic analysis was performed by Greenman-Pedersen, Inc. for the pre and post developed conditions for the watershed of the project area. Computational methods, assumptions and results are presented in the following sections.

### 4.2 ANALYSIS METHOD

This project is in a unique soils area which allows for infiltration practices to be design and utilized which allow for capture and treatment of the water quality and also to control the 1, 10

and 100 year floods without concentrated discharge. Due to the high infiltration rates of the native soils, we are able to incorporate a standard management practice to control 25% of the redeveloped WQv and 100 % of the additional WQv due to new impervious area.

#### 4.2.1 DESIGN STORMS

The 10 year-24 hour storm and 100 year-24 hour storm were analyzed for pre-developed and post developed conditions. A type II synthetic rainfall distribution was used for the analysis. The type II distribution is an intense short duration rainfall developed for areas of the northeast United States. 24 hour rainfall amounts for Cattaraugus County were taken from Win TR-55 small Watershed Hydrology program.

24-HOUR RAINFALL	
Design Storm	Rainfall (in)
10-Year	3.7
100-Year	5.2

#### 4.2.2 RUNOFF CURVE NUMBER

The runoff curve number (CN) is an index developed by the Soil Conservation Service (SCS), now called the Natural Resource Conservation Service (NRCS), to represent the potential for storm water runoff within a watershed. The curve number is a function of land use, soil type and soil moisture. CN values for the pre-developed and post-developed site are summarized in the following table.

Land Use	Hydrologic Soil Group	Runoff Curve Number
Open Space- good	A	39
	B	61
	C	74
	D	80
Impervious Area Paved Area	A	98
	B	98
	C	98
	D	98

Due to the relatively small drainage area and relatively similar impervious areas, run-off curve reduction was not applied to the flood calculations.

#### 4.2.3 TIME OF CONCENTRATION

The time of concentration (T<sub>c</sub>) value is utilized in the modeling of stormwater runoff for a site. Time of concentration is the duration that it takes for runoff to travel from the hydraulically most distant point of the watershed to a point of interest (outfall) within the watershed. The time of concentration is dependent on the velocity of the runoff, and is a function of the surface roughness, slope of the surface, and flow segment length. Again due to the small drainage area and very short flow paths, the time of concentration was not applied to attenuate the floods. The rainfall intensity was not altered for this design.

### 4.3 PRE-DEVELOPED AND POST-DEVELOPED RUNOFF ANALYSIS SUMMARY

Since all run-off is confined to the site, the peak discharge rate was not attenuated for the design floods. The following tables summarize the peak flow, in cubic feet per second (cfs), and the runoff volume, in acre-feet (ac-ft) expected to be discharged from the project area under pre-developed and post-developed conditions. Both the pre-developed and post-developed summary tables include offsite runoff running through and/or being diverted around the project site.

#### 4.3.1 EXISTING CONDITIONS

##### ***Runoff from site:***

10 Year-24 Hour Storm	
Peak Runoff Rate	0.07 cfs
Volume of Runoff	0.26 ac-ft

100 Year-24 Hour Storm	
Peak Runoff Rate	0.16 cfs
Volume of Runoff	0.36 ac-ft

#### 4.3.2 POST DEVELOPED CONDITIONS

Water quality and runoff reduction for the proposed site is provided a dry infiltration swale.

##### **Swale**

The swale was designed to meet the following criteria.

No Outlet: All flow is contained and discharged to groundwater via infiltration	
Water Quality Volume Required	0.032 ac-ft
Water Quality Volume Provided	0.032 ac-ft
Runoff Reduction Volume Provided	5,764 ft <sup>3</sup>
Stream Channel Protection Volume Required (stormwater wholly contained, no discharge)	0.169 ac-ft
Trench Length	582.00 ft.
Required volume (WQv plus 1 yr without infiltration)	6,752 ft <sup>3</sup>
Provided volume (WQv plus 1 yr without infiltration)	8,000 ft <sup>3</sup>
Max 100 yr with infiltration	11,700 ft <sup>3</sup>

There will be no concentrated run-off from the site. The total runoff from area contributing to the infiltration practice is as follows:

**Total Flow from Area:**

10 Year-24 Hour Storm	
Peak Runoff Rate	0.10 cfs
Volume of Runoff	0.24 ac-ft

100 Year-24 Hour Storm	
Peak Runoff Rate	0.15 cfs
Volume of Runoff	0.32 ac-ft

There is no stormwater being discharged to any collection system due to the high rate of infiltration. The small increase in the impervious area (0.15 acres, 6,000 sf) creates no additional off-site run-off. Area run-off from those areas not contributing to the infiltration practice remain uncontrolled.

## 5.0 RUNOFF REDUCTION REQUIREMENTS (RRv)

Runoff Reduction volume is defined as the reduction of the total water quality volume by the application of green infrastructure techniques and SMP's that aim to replicate pre-development hydrology. Along with a good site plan that reduces disturbance and minimizes impervious area, the following techniques as described by the NYS Stormwater Management Design Manual, may be implemented to achieve runoff reduction.

- Conservation of Natural Areas
- Sheet flow to Riparian Buffers or filter strips
- Vegetated Open Swales
- Tree Planting/Tree box
- Disconnection of Rooftop Runoff
- Stream Daylighting
- Rain Gardens
- Green Roofs
- Stormwater Planters
- Rain Tanks/Cisterns
- Porous Pavement
- Standard SMPs with RRv Capacity; Infiltration Practices, Bioretention Practice, Dry Swale (Open Channel Practice)

Total Runoff Reduction required for this site:

$$RR_v = WQ_v$$

$$RR_{v_{min}} = S * WQ_v$$

Where S= Specific Reduction Factor; S = 0.55 for HSG A

S = 0.40 for HSG B

S = 0.30 for HSG C

S = 0.20 for HSG D

Site Soil Composition:

100 % Type 'A'

S = 0.55

$$RR_{v_{min}} = S * WQ_v = 0.55 * 0.030$$

$$RR_{v_{min}} = 719 \text{ ft}^3 (0.0165 \text{ ac-ft})$$

$$\text{Total } RR_{v_{provided}} = 1417 \text{ ft}^3 (0.032 \text{ ac-ft})$$

See Appendix D for complete calculations.

## 6.0 STORMWATER QUALITY

This project is being classified as a redevelopment project with a very slight increase in impervious area.

Meeting 100% of the RRv criteria is not required for redevelopment project areas that meet the "Application Criteria" in Section 9.2.B-II of the New York State Stormwater Design Manual.

For new impervious areas, reduction of WQv is required by Green Infrastructure or a standard SMP. The sizing of the dry swale has included 100% of the water quality volume of the additional impervious surface. The dry swale will treat 100% of the additional WQv and 25% of the reconstruction WQv by a standard management practice which meets or exceeds the standards.

WQv(existing) is 0.008 ac.-ft. WQv(proposed) is 0.09 ac.-ft. The dry swale will be designed to treat 25% of the WQv from the reconstructed area and 100% of the WQv from the new impervious area.

Since the site is flat and there are no feasible ways to collect the run-off from the entire perimeter of the project, the treatment system will be sized to capture the total WQv to be treated from the dry swale drainage area which exceeds the necessary treatment volume.

The proposed dry swale will treat 0.0325- ac.-ft.

Total Water Quality Volume required for this site is 0.030 ac-ft.

Water Quality Volume provided = 0.0325 ac-ft

WQv<sub>provided</sub> 0.0325ac-ft > WQv<sub>required</sub> 0.030 ac-ft ✓ **Good**

Stormwater Quality Volume calculations can be found in Appendix D.



## 7.0 EROSION CONTROL MEASURES

### 7.1 GENERAL

Structural erosion and sediment control measures are classified as either temporary or permanent, according to how they are used. Temporary structural measures shall be used during construction to prevent offsite sedimentation. Permanent structural measures shall be utilized following construction and shall be implemented to convey surface water safely to the existing drainage ways present in the pre-development condition. The permanent structural measures shall remain in-place and continue to function after the completion of construction. General construction notes and maintenance plan for implementing the temporary and permanent stormwater erosion control structures during and after construction have been developed for the site. The proposed temporary and permanent stormwater and erosion control structures for the project are depicted on the attached drawings.

The owner or operator shall have each of the contractors and subcontractors identify at least one person from their company that will be responsible for implementation of the SWPPP. This person shall be known as the trained contractor. The owner or operator shall ensure that at least one trained contractor is on site on a daily basis when soil disturbance activities are being performed. Erosion control measures shall be inspected weekly by a qualified professional experienced in erosion and sedimentation control techniques until the site is completely stabilized. If more than 5 acres are disturbed at any one time the inspection frequency by a qualified professional shall increase to twice weekly. Town approval is required to disturb more than 5 acres at any one time. Inspections of erosion control structures are described under Section 8.0 – Site Assessment and Inspection, and shall be in accordance with SPDES General Permit for Stormwater Discharges from Construction Activities, GP-0-15-002. The Owner is responsible for filing a Notice of Intent (NOI) Form with NYSDEC prior to commencement of construction activities for the project site. A copy of the NOI is provided as Appendix C.

### 7.2 TEMPORARY STRUCTURE MEASURES

This subsection describes the specific temporary control measures that are to be implemented and additional measures that may be added during construction to reduce and/or eliminate erosion and sedimentation during the construction phase of this project.

#### 7.2.1 EARTH DIKE

A temporary berm or ridge of compacted soil, located in such a manner as to channel water to a desired location. The purpose of an earth dike is to direct runoff to a sediment trapping device, thereby reducing the potential for erosion and off site sedimentation. Earth dikes can also be used for diverting clean water away from disturbed areas.

#### 7.2.2 TEMPORARY SWALE

A temporary excavated drainage way. The purpose of a temporary swale is to prevent runoff from entering disturbed areas by intercepting and diverting it to a stabilized outlet to intercept sediment laden water and divert it to a sediment trapping device.

#### 7.2.3 PERIMETER DIKE/SWALE

A temporary of soil excavated from an adjoining swale located along the perimeter of the site or disturbed area. The purpose of a perimeter dike/swale is to prevent off site storm runoff from

entering a disturbed area to prevent sediment laden storm runoff from leaving the construction site or disturbed area.

#### 7.2.4 SILT FENCE

A temporary barrier of geotextile fabric (filter cloth) shall be used to intercept sediment-laden runoff along the borders of disturbed site areas during construction. The geotextile filter fabric fence requires periodic maintenance and should be checked for tears or clogging with silt or debris. Silt can be removed from the woven filter cloth with a stiff brush if clogging occurs. Standard details for silt fence installation are presented in Appendix E, as well as, shown on the accompanying drawings.

#### 7.2.5 STONE CHECK DAMS

Stone check dams shall be used to limit erosion by reducing velocities within drainage channels. The check dams shall be spaced as necessary so the crest of the downstream dam is at the elevation of the toe of the upstream dam. Stone for check dams shall consist of a well-graded mixture of field stone or rough quarry stone that meets the grading requirements of NYSDOT Item 620.03M – Stone Filling (light). The maximum drainage area above the check dam shall not exceed two acres. A standard detail for a temporary stone check dam is provided in Appendix E, as well as shown on the accompanying drawings.

#### 7.2.6 SEDIMENT TRAPS

A temporary sediment trap shall be utilized during construction to intercept sediment-laden runoff and retain sediment prior to discharge. Temporary sediment traps shall be installed in the areas of construction prior to any earth disturbance. The sediment traps shall be placed where they will collect runoff prior to leaving the site, and will consist of excavating a large depression into existing soils. Sediment traps will be limited to maximum drainage areas of 2 acres and provide sediment storage volume of 3,600 cubic feet (cf) for each acre of drainage area.

#### 7.2.7 STABILIZED CONSTRUCTION ENTRANCE

A stabilized pad of aggregate underlain with filter cloth shall be positioned at points where traffic will be entering or leaving the construction site area onto public roads. This measure will reduce the tracking of soils onto public roads or streets. A standard detail for a stabilized construction entrance is presented in Appendix E, as well as, shown on the accompanying drawings.

#### 7.2.8 CONSTRUCTION ROAD STABILIZATION

The stabilization of temporary construction access routes, on-site vehicle transportation routes, and construction parking areas. This measure is to control erosion on temporary construction routes and parking areas.

#### 7.2.9 DUST CONTROL

The control of dust resulting from land-disturbing activities on construction roads, access points, and other disturbed areas subject to surface dust movement and dust blowing where off-site damage may occur if dust is not controlled. To prevent surface and air movement of dust from disturbed soil surfaces that may cause off-site damage, health hazards, and traffic safety problems.

#### 7.2.10 STORM DRAIN INLET PROTECTION

A permeable barrier installed around inlets in the form of a fence, berm or excavation around an opening, thereby reducing the sediment content of sediment laden water.

#### 7.2.11 SEDIMENT BASIN

A temporary barrier or dam constructed across a drainage way or at other suitable locations to intercept sediment laden runoff and to trap and retain the sediment.

#### 7.2.12 SUMP PIT

A temporary pit which is constructed to trap and filter water for pumping to a suitable drainage area.

#### 7.2.13 SEDIMENT FILTER BAGS

Sediment filter bags shall be utilized during construction to filter water being pumped during excavation. The filter bags lie on the vegetated ground and sediment-laden water is pumped into the bag. The bag's geotextile filter cloth acts as a baffle to the sediment, retaining the sediment inside of the filter bag, and discharging the sediment free water.

#### 7.2.14 TEMPORARY SEED & MULCH

Temporary seed and mulch will be applied within 100' of all wetlands and culvert crossings. Annual rye seed and 90% mulch coverage will be applied. Notes and application tables are provided on the accompanying drawings.

### 7.3 PERMANENT STRUCTURAL MEASURES

#### 7.3.1 LAND GRADING

Reshaping of the existing land surface in accordance with a plan as determined by engineering survey and layout.

#### 7.3.2 SURFACE ROUGHENING

Roughening a bare soil surface whether through creating horizontal grooves across a slope, stair-stepping, or tracking with construction equipment. To aid the establishment of vegetative cover from seed, to reduce runoff velocity and increase infiltration, and to reduce erosion and provide for trapping of sediment.

#### 7.3.3 Dry/Infiltration Swale

A dry/infiltration swale is to be constructed in accordance with the design plans to provide runoff reduction and to remove pollutions from stormwater runoff before discharging into the groundwater.

#### 7.4 MAINTENANCE OF TEMPORARY AND PERMANENT CONTROL STRUCTURES

##### 7.4.1 TEMPORARY & PERMANENT STORMWATER FACILITIES DURING CONSTRUCTION

Temporary stormwater and erosion control structures must be constructed in accordance with their design intent and maintained to prevent sediment-laden runoff from leaving the site during construction. In general, the temporary structures during construction should be inspected by a qualified professional at least one every seven calendar-days for disturbance areas under five acres and twice every seven calendar-days for sites with disturbance areas greater than five acres, and maintained as follows:

- a. **Stabilized construction entrance:** Inspect weekly and after each rainfall event. Maintain the entrance in a condition that will prevent tracking of sediment onto public rights-of-way or streets. This may require periodic top dressing with additional aggregate. All sediment spilled, dropped, or washed onto public rights-of-way must be removed immediately. When necessary, wheels must be cleaned to remove sediment prior to entrance onto public rights-of-way. When washing is required, it shall be done on an area stabilized with aggregate, which drains into an approved sediment-trapping device. All sediment shall be prevented from entering storm drains, ditches, or watercourses.
- b. **Silt fence, straw bale dike, and sediment traps:** Inspect weekly and after each rainfall event. Remove accumulated sediment when the sediment reaches 50% of capacity; clean, repair, or replace as needed.
- c. **Check dams:** Inspect after each runoff event. Remove sediment accumulated behind the dam when the sediment reaches 50% of the check dam's capacity, to allow channel to drain and prevent large flows from carrying sediment over the dam. Replace stones as needed to maintain design cross section.
- d. **Disturbed soil areas:** In areas where soil disturbance activities has been temporarily or permanently ceased, temporary and/or permanent soil stabilization measures shall be installed and/or implemented within seven (7) days from the date the soil disturbance activity ceased. The soil stabilization measures selected shall be in conformance with the most current version of the technical standards, New York Standards and Specifications for Erosion and Sediment Control.

Repair any eroded sediment to original contours and reseed & mulch as needed.

##### 7.4.2 PERMANENT STORMWATER FACILITIES AFTER CONSTRUCTION

Permanent stormwater control structures must be constructed in accordance with their design intent and maintained on a routine basis to remain effective. In general, the structures after construction should be inspected periodically and maintained as follows:

- a. **Outlet protection:** Inspect semi-annually to insure structural integrity and to verify that swale is not by-passed, or developing excessive scour, or that sediment has not built up. Remove sediment accumulated as required.

- b. Permanent Lawns and Landscaped Areas: Inspect and maintain on a regular basis, consistent with favorable plant growth, soil, and climatic conditions to insure soil protection and structural integrity of the sites plant cover. Maintenance involves regular seasonal work for mowing, fertilizing, liming, watering, pruning, fire controls, weed and pest control, re-seeding, and timely repairs, as required. Maintenance of vegetative areas shall also include removal of debris and protection from unintended uses or traffic.
- c. Check dams: Inspect after each runoff event. Remove sediment accumulated behind the dam when the sediment reaches 50% of the check dam's capacity, to allow channel to drain and prevent large flows from carrying sediment over the dam. Replace stones as needed to maintain design cross section.
- d. Dry Swale/Infiltration Area: Inspect periodically and repair/replace treatment area components when necessary. The swales are to be maintained by the owner. Treatment areas are not to be adversely altered or removed without prior authorization.

In accordance with the New York State Stormwater Management Design Manual, a sign of no less than 18" by 24" must be placed, and remain, in the immediate vicinity of the bioretention area with the following information:

*Stormwater Management Practice (NAME OF THE PRACTICE)*

*Project Identification (SPDES PERMIT # \_\_\_\_\_)*

*Must be Maintained in Accordance with O&M Plan*

**DO NOT REMOVE OR ALTER**

The County Highway Superintendent will be responsible for the operations and maintenance of the infrastructure. Address: CCDPW, 8810 Rt. 242, Little Valley, NY 14755. Ph.: 716-938-9121

## 7.5 CONSTRUCTION SCHEDULE

The order of activities will be as follows:

1. Obtain plan approval and other applicable permits.
2. Install detour and close intersection to traffic
3. Install sediment and erosion control measures
4. Clear and grub
5. Relocate utilities
6. Install open channel and filter
7. Excavate roadway and build subbase and pavement structure
8. Grade and stabilize remainder of site
9. Complete grading and install permanent seeding and plantings
10. Final paving
11. Remove temporary erosion control measures
12. Open intersection to traffic

## 8.0 SITE WASTE MANAGEMENT AND SPILL PREVENTION

The following sections provide a description of pollution prevention measures utilized to control litter, construction chemicals, and construction debris from becoming a pollutant source to stormwater discharges. In addition, storage practices to minimize the exposure of materials to stormwater, as well as, spill prevention and response measures are described in this section.

### 8.1 GENERAL

The following information describes Spill Prevention, Containment, and Countermeasure Planning for the project.

Personnel responsible for the oversight of the petroleum products and hazardous or controlled substances include:

- a. Construction Manager
- b. Job-site coordination designated by the Construction Manager

### 8.2 PETROLEUM PRODUCTS AND HAZARDOUS OR CONTROLLED SUBSTANCES

Petroleum products and hazardous or controlled substances will be stored at a temporary storage staging area approved by the Town Engineer. It is anticipated that the following hazardous or controlled substances and petroleum products may be stored on site, within regulatory approved containers.

- a. Gasoline
- b. Diesel Fuel
- c. Equipment oils and lubricants
- d. Commercial Fertilizer

### 8.3 POLLUTION PREVENTION

The following sections provide a description of pollution prevention measures that will be used to control litter, construction chemicals, and construction debris from becoming a pollutant source to the stormwater discharges. In addition, storage practices to minimize the exposure of materials to stormwater as well as spill prevention and response measure are detailed.

#### 8.3.1 MATERIAL DELIVERY AND STORAGE

- a. Locate material storage and delivery areas at a minimum distance of 100 feet away from any drain inlet and surface water bodies.
- b. Keep inventory low.
- c. Store dry chemicals and bagged materials on pallets.
- d. Store all flammable products away from any heat and/or ignition source.
- e. Provide secondary containment for liquids.
- f. Keep designated storage areas clean and well organized. Contractor to conduct weekly inspections to check for damaged containers, leaks, etc.
- g. Comply with State and Local requirements for storage of hazardous waste.
- h. During the wet season, cover chemicals, drums, and bagged materials to prevent contact with rainwater (e.g. tarps, bins, structures).
- i. During the wet season, cover secondary containment areas to prevent accumulation of water.
- j. Keep chemicals labeled and in original containers.
- k. Train employees and contractors on the proper use of storage area.

### 8.3.2 SPILL PREVENTION AND CONTROL

- a. Notify all construction workers of the location of materials used to cleanup spills.
- b. Store spill cleanup materials on site and near potential spill areas.
- c. Keep commercially available spill kits for construction equipment on site.
- d. Keep drums, barrels, temporary storage bags, or equivalent materials for containment and transportation on site.
- e. Keep absorbent pads, oil booms, mat, or equivalent materials on site.
- f. Keep washable, reusable rags for cleaning up small lubricant leaks on site.
- g. Train employees and subcontractors on proper spill prevention and control methods.
- h. Never hose down or bury dry material spills. Cleanup as much as possible and dispose of properly.
- i. In the event of a spill occurrence, the following actions are to be taken:
  - Document the spill and report to the project Construction Manager and Town Designated Inspector.
  - For spills less than 5 gallons on an impervious surface, attempt to confine and clean the spill.
  - For spills greater than 5 gallons, attempt to confine the spill and call a remediation contractor if assistance is required with product recovery and containment.
  - For spills greater than 5 gallons, report to NYSDEC Region 9 Spill Prevention and response (716-851-7220) within two hours of discovery.
  - Provide written documentation of the spill.
  - Disposal of recovered materials must be conducted in accordance with State and Federal regulations.

### 8.3.3 SOLID WASTE MANAGEMENT

- a. Provide as many waste bins as needed to keep the site clean of litter and waste.
- b. During the wet season, waste bins must be covered to prevent runoff from trash.
- c. Collect trash on a daily basis.
- d. Arrange for regular waste collection by a licensed trash hauler.
- e. Segregate and recycle waste materials (e.g. paints, solvents, oil, etc.).
- f. Provide covered waste binds for disposal of all empty products (e.g. paints, solvents, glues, pesticides, etc.).
- g. Locate waste container storage area(s) at a minimum distance of 100 feet away from any drain inlet and surface water bodies.
- h. Provide secondary containment for hazardous waste containers.
- i. Comply with all Local and State solid waste disposal and nuisance requirements.
- j. Do not hose out waste containers on site.
- k. Train employees and subcontractors to use proper solid waste management.

### 8.3.4 VEHICLE & EQUIPMENT MAINTENANCE

- a. Do not discharge vehicle/machinery wash waters or solvents to storm drains or to surface water bodies.
- b. Locate areas for fueling and maintenance at a minimum distance of 100 feet away from any drain inlet and surface water bodies.
- c. Any equipment which must be refueled in the field will be refueled from tanks carried to the work site by truck.
- d. Prevent spills and leaks during fueling and maintenance operations.

- e. Inspect and maintain vehicles regularly to minimize leaks and drips; place drip pans or absorbent materials under leak-prone machinery when idle.
- f. Comply with Federal, State, and Local requirements for fuel storage tanks.

#### 8.3.5 LANDSCAPING OPERATIONS

- a. Carefully follow manufacturer recommended usage instructions for the application of all fertilizer.
- b. Disposal of trees, brush, or other debris in any stream corridor, wetland, or surface water is prohibited.
- c. Avoid applications of fertilizers prior to storm events.
- d. Apply fertilizers in multiple smaller applications, as opposed to on large application.
- e. Train employees and subcontractors in the proper use of landscaped materials and chemicals.

#### 8.3.6 CONCRETE MANAGEMENT

- a. Avoid mixing excess amounts of concrete or fresh cement on site.
- b. Store concrete, grout, and mortar under cover and away from drainage areas.
- c. Designate a wash out area on site and insure that material cannot flow to storm drains, open ditches, streets, or surface water bodies by constructing a temporary pit or bermed area.
- d. Concrete from washout area should be allowed to set. Upon completion of the concrete work, the contractor shall break up, remove, and haul away solid concrete that has accumulated in the washout.
- e. Train employees and subcontractors in proper concrete waste management.

#### 8.3.7 SANITARY/SEPTIC WASTE MANAGEMENT

- a. Located sanitary facilities for convenient access and at a minimum of 100 feet away from drain inlets and surface water bodies.
- b. Untreated raw wastewater may not be discharged to land, the storm drain system, or to surface water bodies.
- c. Sanitary/septic facilities should be maintained in good working order by a licensed service.
- d. Arrange regular waste collection by a licensed hauler before facilities overflow.
- e. If washing out of interior or portable toilets is needed, insure that wash water is discharged to land and does not flow into street, the storm drain system, or surface water bodies.

### 9.0 SITE ASSESSMENT AND INSPECTION

#### 9.1 INITIAL INSPECTION

The owner or operator shall have each of the contractors and subcontractors identify at least one person from their company that will be responsible for implementation of the SWPPP. This person shall be known as the trained contractor. The Owner shall have a qualified professional conduct an assessment of the site prior to the commencement of construction. A qualified professional shall include professional engineers, licensed landscape architects, certified erosion control specialists, or an individual with practical applied construction experience who possesses familiarity with BMP's and erosion and sediment control techniques. The qualified professional shall certify that the appropriate erosion and sediment control methods as



described in this SWPPP and as required by the permit have been adequately installed or implemented to ensure overall preparedness of the site for commencement of construction. The qualified professional shall meet the requirements of the *SPDES General Permit for Stormwater Runoff from Construction Activities, GP-0-15-002*.

## 9.2 INSPECTIONS AND RECORDS DURING CONSTRUCTION

### 9.2.1 INSPECTION FREQUENCY

After commencement of construction, the owner or operator shall ensure that at least one trained contractor is on site on a daily basis when soil disturbance activities are being performed. Further, the Owner shall have a qualified professional perform site inspections weekly for sites with disturbance areas of less than five (5) acres and twice weekly for sites with disturbance areas of greater than five (5) acres. Prior to filing a Notice of Termination (NOT) form with NYSDEC for each project site or at the end of the permit term, the Owner shall have the qualified professional perform a final site inspection.

### 9.2.2 RECORDS DURING INSPECTION

A site map shall be maintained at each project site indicating the extent of all disturbed on-site areas and drainage ways throughout the duration of construction. The site map shall contain all areas expected to undergo initial disturbance or significant site work within every inspection period. The map shall indicate all areas of the site that have undergone temporary or permanent stabilization. All disturbed areas that have not undergone active site work since the previous inspection period shall be noted on the map. All sediment control measures shall be inspected and the degree of accumulation as a percentage of the sediment storage volume shall be recorded. Any maintenance required for installed erosion and sediment control structures shall be noted, and documentation of areas where adjustments are needed to those measures shall be provided. Any deficiencies identified with the implementation of the SWPPP shall be recorded. Digital photographs, with date stamp, shall be taken to clearly show the condition of all practices that have been identified as needing corrective actions. The qualified inspector shall attach paper color copies of the digital photographs to the inspection report being maintained onsite within seven (7) calendar days of the date of the inspection. The qualified inspector shall also take digital photographs, with date stamp, that clearly show the condition of the practice(s) after the corrective action has been completed. The qualified inspector shall attach paper color copies of the digital photographs to the inspection report that documents the completion of the corrective action work within seven (7) calendar days of that inspection.

### 9.2.3 INSPECTION LOG BOOK

The Owner and selected Contractor(s) shall maintain an inspection logbook, which shall contain a record of all inspection reports for each project site. The logbook shall be maintained on site and shall be made available to the permitting authority upon request. The Owner and/or selected Contractor shall post at the site, in a publicly accessible location, a summary of the site inspection activities on a monthly basis. A copy of the Site Inspection Log Book is provided in Appendix G.

### 9.2.4 CERTIFICATIONS

At the final site inspection the qualified professional shall certify that the site has undergone final stabilization using either a vegetative or structural stabilization methods, and that all temporary erosion and sedimentation measures have been removed. The Owner shall certify that the

requirements of the permit have been satisfied within 48 hours of actually meeting such requirements, and submit a Notice of Termination (NOT) form with NYSDEC. A copy of a typical NOT form is provided in Appendix H.

## 10.0 SWPPP CERTIFICATION & SITE CONTRACT INFORMATION

### 10.1 OWNER'S CERTIFICATION & CONTACT INFORMATION

Cattaraugus County Department of Public Works. ("the Owner") retained Greenman-Pedersen, Inc. to prepare this SWPPP and agree that the recommendations within this Report and accompanying documents support the requirements set forth by the New York State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Runoff from Construction Activities, GP-0-15-002 (Appendix B). The Owner agrees to employ a Contractor who will follow the recommendations of this SWPPP and any requirements set forth by SPDES General Permit GP-0-15-002. The Owner acknowledges the following certification statement referenced from SPDES General Permit GP-0-15-002:

#### Certification Statement

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that the qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the systems, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am sure that false statements made herein are punishable as a Class A misdemeanor to Section 210.45 of the Penal Law."

Owner Cattaraugus County Department of Public Works

Owner's Representative: 

Date: 6/24/16

William Fox, P.E.

Title: Sr. Civil Engineer

Address: 8810 Route 242

Little Valley, NY 14755

Phone: (716) 938-9121

Email: wafox@cattco.org

## 10.2 ENGINEER'S CERTIFICATION & CONTACT INFORMATION

*Greenman-Pedersen, Inc. understands that the Owner intends to utilize this SWPPP to support an application for a New York State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Runoff from Construction Activity, GP-0-15-002. The SWPPP has been prepared in accordance with the standards outlined in Section 1.1 of this Report and the permit conditions of SPDES General Permit GP-0-15-002. Greenman-Pedersen, LLC acknowledges the following certification statement referenced from SPDES General Permit GP-0-15-002:*


### Certification Statement

Greenman-Pedersen, Inc.  
Engineering and Construction Services  
4950 Genesee Street, Suite 100  
Buffalo, New York 14225

Phone: (716) 633-4844

Fax: (716) 633-4940


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

  
Donald H Sennett, P.E.  
Vice President

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

8/9/16

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

  
Timothy Woodbury, P.E.  
Project Manager

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

8/9/16

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### 10.3 CONTRACTOR'S/SUB-CONTRACTOR'S CERTIFICATION & CONTACT INFORMATION

All Contractors and Sub-Contractors agree to the following certification statement referenced from SPDES General Permit GP-0-15-002:

#### Certification Statement

"I hereby certify that I understand and agree to comply with the terms and conditions of the SWPPP and agree to implement any corrective actions identified by the qualified inspector during a site inspection. I also understand that the owner or operator must comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") general permit for stormwater discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Furthermore, I understand that certifying false, incorrect or inaccurate information is a violation of the referenced permit and the laws of the State of New York and could subject me to criminal, civil and/or administrative proceedings."

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

Contractor's Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Description of SWPPP Responsibility: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<sup>1</sup>Company's Trained Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

<sup>1</sup>Trained Contractor is an employee from the contracting (construction) company that has received four (4) hours of NYS Department of Environmental Conservation endorsed training in proper erosion and sediment control principles from a Soil and Water Conservation District, or other Department endorsed entity. After receiving the initial training, the *trained contractor* shall receive four (4) hours of training every three (3) years. The *trained contractor* will be responsible for the day to day implementation of the SWPPP.

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

Contractor's Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Description of SWPPP Responsibility: \_\_\_\_\_

<sup>1</sup>Company's Trained Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

Contractor's Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Description of SWPPP Responsibility: \_\_\_\_\_

<sup>1</sup>Company's Trained Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

<sup>1</sup>Trained Contractor is an employee from the contracting (construction) company that has received four (4) hours of NYS Department of Environmental Conservation endorsed training in proper erosion and sediment control principles from a Soil and Water Conservation District, or other Department endorsed entity. After receiving the initial training, the *trained contractor* shall receive four (4) hours of training every three (3) years. The *trained contractor* will be responsible for the day to day implementation of the SWPPP.

Sub-Contractor: \_\_\_\_\_

Sub-Contractor's Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Description of SWPPP Responsibility: \_\_\_\_\_

\_\_\_\_\_

<sup>1</sup>Company's Trained Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Sub-Contractor: \_\_\_\_\_

Sub-Contractor's Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Description of SWPPP Responsibility: \_\_\_\_\_

\_\_\_\_\_

<sup>1</sup>Company's Trained Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

<sup>1</sup>Trained Contractor is an employee from the contracting (construction) company that has received four (4) hours of NYS Department of Environmental Conservation endorsed training in proper erosion and sediment control principles from a Soil and Water Conservation District, or other Department endorsed entity. After receiving the initial training, the *trained contractor* shall receive four (4) hours of training every three (3) years. The *trained contractor* will be responsible for the day to day implementation of the SWPPP.

Sub-Contractor: \_\_\_\_\_

Sub-Contractor's Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Description of SWPPP Responsibility:\_\_\_\_\_

---

<sup>1</sup>Company's Trained Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

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Phone\*

Fax: \_\_\_\_\_

Sub-Contractors: \_\_\_\_\_

Sub-Contractor's Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Description of SWPPP Responsibility:\_\_\_\_\_

\_\_\_\_\_

<sup>1</sup>Company's Trained Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

1000

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

1. *Trained Contractor* is an employee from the contracting (construction) company that has received four (4) hours of NYS Department of Environmental Conservation endorsed training in proper erosion and sediment control principles from a Soil and Water Conservation District, or other Department endorsed entity. After receiving the initial training, the *trained contractor* shall receive four (4) hours of training every three (3) years. The *trained contractor* will be responsible for the day to day implementation of the SWPPP.