

# PROJECT MANUAL

for the

## Lepper Road (CR 20) Roadway Widening

**Town of Amsterdam  
Montgomery County**

**April 2022**

**Prepared For:**



Montgomery County  
6 Park Street  
Fonda, New York 12068

**Prepared By:**



Greenman-Pedersen, Inc.  
80 Wolf Road, Suite 300  
Albany, New York 12205

**This is a County Let Project however it has been prepared in accordance with the Highway Law and the Standard Specifications officially finalized and adopted on May 1, 2022 as posted on the New York State Department of Transportation's website.**

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## NOTICE TO BIDDERS – ADVERTISEMENT TO BID

Notice is hereby given that the Montgomery County Purchasing Department will accept sealed bids for:

Lepper Road (CR 20) Roadway Widening  
Town of Amsterdam, Montgomery County, New York

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

This is a County Sponsored Project and is following all NYSDOT Standard Specifications, officially finalized and adopted on May 1, 2022 as posted on the New York State Department of Transportation's website must be followed by the successful bidder.

**There are no DBE goals for this project.**

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

**There are no SDVOB goals for this project.**

No residential or geographical restrictions will be in effect for this project.

Contract Documents, including Invitation to Bidders, Instructions to Bidders, Wage Rates, Bid Documents, Agreement, Special Notes, Specifications, Contract Drawings, and any Addenda, may be examined, at no expense, on the Montgomery County Purchasing Department website:

<https://www.co.montgomery.ny.us/web/sites/departments/purchasing/list.asp?exp=0&type=35>

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

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

Addenda will be emailed from Montgomery County Purchasing to Bidders listed on the official Plan Holders List. An emailed response from the Bidder, to the Addendum sent by Montgomery County Purchasing will act as proof that the Bidder received the Addendum. In addition to an emailed response, Bidders must acknowledge receipt of all Addenda by acknowledging each Addendum on page 1 of the Bid Form. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under this Bid submittal. All Addenda so issued shall become part of the Contract Documents.

Questions regarding the Contract Documents should be directed to Chris Cornwell through email at: [ccornwell@gpinet.com](mailto:ccornwell@gpinet.com). Bidders shall promptly notify Chris Cornwell of any errors, omissions, conflicts or ambiguity within the Contract Documents within 14 days of bid opening.

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

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

Bids to be considered must be received in a sealed envelope at the Office of the Montgomery County Purchasing Department, Office Building Annex, 1<sup>st</sup> Floor, 20 Park Street, Fonda, New York 12068, by **2:00 PM**, local time, on **May 20, 2022** at which time they will be publicly opened and read aloud in Room 111. Bids received after the above noted time will not be accepted. All sealed envelopes should be clearly labeled **“BID: Lepper Road (CR 20) Roadway Widening”**.

The Bidder to whom the Contract is awarded will be required to furnish Performance, Payment and Guarantee Bonds from an acceptable Surety Company for an amount not less than 100% of the accepted bid. The successful Bidder and all subcontractors must have an approved CCA-2 on file with NYSDOT prior to being awarded a contract. If the successful Bidder does not currently have a CCA-2 on file with NYSDOT, the Bidder may find the CCA-2 forms and instruction for completion online at

<https://www.osc.state.ny.us/state-vendors/vendrep/vendor-responsibility-forms?redirect=legacy#Construction>.

Successful bidders will be required to pay prevailing wage rates on this contract.

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

The work will be substantially completed **90** calendar days from Notice to Proceed and ready for asphalt placement (by others).

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

**Owners Contact**

**Eric Mead**

**Montgomery Co. DPW Commissioner**

**6 Park Street, Fonda, NY 12068**

**518-853-3814**

[emead@co.montgomery.ny.us](mailto:emead@co.montgomery.ny.us)

**Engineer's Contact**

**Chris Cornwell, P.E.**

**Project Manager, GPI**

**80 Wolf Road, Suite 300, Albany, NY 12205**

**518-852-4269**

[ccornwell@gpinet.com](mailto:ccornwell@gpinet.com)

## **INSTRUCTION TO BIDDERS**

### **Lepper Road (CR 20) Roadway Widening Town of Amsterdam, Montgomery County, New York**

#### **1. Defined Terms**

- 1.1. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

Bidder – one who submits a bid directly to owner as distinct from sub-bidder, who submits a bid to a bidder.

Issuing Office – the office from which the bidding documents are to be issued and where the bidding procedures are to be administered.

Successful Bidder – the lowest responsible, responsive bidder to whom owner (on the basis of owner's evaluation as hereinafter provided) makes an award.

Agreement – The written contract between OWNER and CONTRACTOR covering the Work to be performed.

Bid – The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidding Documents – The advertisement or invitation to Bid, instructions to bidders, the Bid form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids)

Contract Times – The number of days to the dates stated in the Agreement; to achieve substantial completion and to complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

CONTRACTOR – The person, firm or corporation with whom Owner has entered into the Agreement.

Drawings – The drawings which show the scope, extent, and character of the Work to be furnished and performed by CONTRACTOR and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

Effective Date of the Agreement – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the agreement is signed and delivered by the last of the two parties to sign and deliver.

Engineer – The person, firm or corporation named as such in the Agreement.

Notice of Award – The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions present therein, within the time specified, OWNER will sign and deliver the Agreement.

OWNER – The public body or authority, corporation, association, firm or person with whom CONTRACTOR has

entered into the Agreement and for whom the Work is to be provided.

Underground Facilities – All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or material: electricity, gases, steam, liquid petroleum products, telephone, cable television, or other communications, sewage and drainage removal, traffic or other control systems or water.

#### **2. Copies of Bidding Documents**

- 2.1. Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bidders may be obtained from the Issuing Office. If the bidding documents are obtained from a source other than the issuing office, contractor must notify issuing office in order to be placed on the official plan holder's list, receive addenda and other bid correspondence. Bids received from contractors other than those on the official plan holder's list will not be accepted.
- 2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Document.
- 2.3. Owner and Engineer in making copies of Bidding Documents Available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

#### **3. Bidders Qualifications**

All Bidders, including foreign and domestic corporations must be qualified and/or licensed to do business within the state where the project is located. The Owner reserves the right to make any investigation deemed necessary to determine bidder qualifications and responsibility. All prospective bidders shall have completed projects of this nature and size previously, within similar time constraints. Bidder shall be prepared to furnish the Owner, upon request, with a listing of no less than three (3) previous similar projects successfully completed. Bidder shall furnish to the Owner, upon request, all data pertinent thereto.

#### **4. Examination of Contract Documents and Site**

- 4.1. It is the responsibility of each bidder before submitting a Bid:
- 4.1.1. To examine thoroughly the Contract Documents and other related data identified in the bidding documents (including "technical data" referred to below);
- 4.1.2. To visit the site to become familiar with and satisfy Bidder as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the work;

- 4.1.3. To consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work;
- 4.1.4. To study and carefully correlate Bidders knowledge and observations with the Contract Documents and such other related data;
- 4.1.5. To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 4.2. Information and data or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by Owners of such Underground Facilities or others, and the Owner and Engineer do not assume responsibility for the accuracy or completeness thereof.
- 4.3. Before submitting a Bid each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- 4.4. On request, OWNER will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.
- 4.5. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 5, that without exception of the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures for construction (if any) that may be shown or indicated or expressly required by the Contract Documents, the Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

## **5. Availability of Lands for Work, etc.**

The lands upon which the Work is to be performed, right-of-way and easements for access thereto and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional land

and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

## **6. Interpretation and Addenda**

- 6.1. No interpretations of the meaning of the specifications of other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing or email addressed to the ENGINEER:

Chris Cornwell  
Greenman-Pedersen, Inc.  
80 Wolf Road, Suite 300  
Albany, New York 12205  
ccornwell@gpinet.com

Any oral discussions between the Bidder and the OWNER are to be considered informal and not binding. Any supplemental instructions will be in the form of written addenda. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addendum, so issued, shall become part of the contract documents. The OWNER and ENGINEER shall cease responding to bidders after the seventh calendar day preceding the bid opening date, so as to issue the final addendum, if necessary, for bidders to reflect in their bid submissions.

- 6.2. Addenda may also be issued to modify the Bidding documents as deemed advisable by OWNER and ENGINEER.

## **7. Bid Security**

- 7.1. Each Bid must be accompanied by Bid security made payable to the OWNER in the amount of five percent (5%) of Bidders maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety.
- 7.2. The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen (15) days after Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by the OWNER until the earlier of the seventh (7) day after the Effective Date of the Agreement or the forty-fifth (45) day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven (7) days after the bid opening.

## 8. Contract Times

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment.

## 9. Liquidated Damages

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he has received notice of acceptance of bid, shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with his bid.

The bidder must also agree to liquidated damages in accordance with Section 108 of the current New York State Department of Transportation Standard Specifications as of the date of advertisement per calendar day beyond the completion date specified in the executed Agreement between the Contractor and County.

## 10. Substitute and "Or-Equal" Items

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

## 11. Subcontractors, Suppliers and Others

- 11.1. The identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to the OWNER in advance of a specified date prior to the Effective Date of the Agreement, apparent Successful Bidder, and any other Bidder so requested, shall within five (5) days of Notice of Award submit to OWNER a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required.

An OWNER or ENGINEER who after due investigation reasonably believes that a Subcontractor, Supplier or other person or organization is suspended, debarred or has otherwise been declared ineligible to perform this contract, may request that a Successful Bidder submit an acceptable substitute Subcontractor, Supplier, person or organization.

If apparent Successful Bidder declines to make any such substitution, the OWNER may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, other persons and organizations.

- 11.2. In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to the OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award

may only subcontract other portions of the Work with OWNER's written consent.

- 11.3. No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against whom the CONTRACTOR has a reasonable objection.
- 11.4. The CONTRACTOR must perform not less than 50% of the total original contract bid price (excluding any identified specialty items) with its own organization.

## 12. Bid Form

- 12.1. The Bid Form and the Bid Summary Form (where applicable) are included with the Bidding documents; additional copies may be obtained from Engineer (or issuing office).
- 12.2. All blanks on the Bid Form must be completed by printing in black ink or by typewriter.
- 12.3. Bids by corporations must be executed in the corporate name by the president or vice president (or corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 12.5. All names must be typed or printed in black ink below the signature.
- 12.6. The Bid shall contain acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 12.7. The address and telephone number for communications regarding the Bid must be shown.
- 12.8. All documents set forth in the Bidders Checklist must be submitted with bid.

## 13. Submission of Bids

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bidders and shall be enclosed in a sealed envelope, marked with the project title and name an address of Bidder and accompanied by the Bid security and other required documents (see bidders checklist). If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

## 14. Modification and Withdrawal of Bids

- 14.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are submitted at any time prior to the opening of Bids.
- 14.2. Where a unilateral error or mistake is discovered in a Bid, such Bid may be withdrawn after showing of the following: (1) the mistake is known or made known to the



OWNER and ENGINEER prior to the awarding of the contract or within three days after opening of the Bid, whichever period is shorter; and (2) the price Bid was based on an error of such magnitude that enforcement would be unconscionable; and (3) the Bid was submitted in good faith and the Bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and (4) the error in the Bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material, goods or services made directly in the compilation of the Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn by inspection of the original work papers, documents or materials used in the preparation of the Bid; and (5) it is possible to place the OWNER in status quo ante.

#### **15. Opening of Bids**

Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where bids are to be submitted. An abstract of the amounts of the base Bids and major alternates (if any) may be made available to Bidders after the opening of the Bids.

#### **16. Bids to Remain Subject to Acceptance**

All Bids will remain subject to acceptance for forty-five (45) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

#### **17. Award of Contract**

- 17.1. To the fullest extent permitted by law OWNER reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids and to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate, to the extent permitted by law, contract times with the Successful Bidder.
- 17.2. Discrepancies between words and figures will be resolved in favor of the words. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 17.3. In evaluating Bids, OWNER will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, lump sum price and other data, as may be requested in the Bid form or prior to Notice of Award.
- 17.4. OWNER may consider the operating costs, maintenance

requirements, performance data and guarantees of major item of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to Notice of Award.

- 17.5. OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, to perform and furnish the Work in accordance with the Contract Documents to OWNERS satisfaction within the prescribed time.
- 17.6. If the contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by OWNER indicates to OWNER that the award will be in the best interest of the project.
- 17.7. If the contract is to be awarded, OWNER will give successful Bidder a Notice of Award within forty-five (45) days after the day of the Bid opening.

#### **18. Contract Security**

When successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required performance and payment Bond.

#### **19. Signing of Agreement**

When OWNER gives Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement Within fifteen days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreements to OWNER with the required bonds. Within ten days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR.

#### **20. Pre-Bid Conference**

A pre-bid conference may be held as outlined in the Invitation to Bidders. If held, representatives of the OWNER and ENGINEER will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. ENGINEER will transmit to all prospective Bidders of record such Addenda as ENGINEER considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

#### **21. Lobbying Activities on Federal Aid Contracts**

Each Bidder is required to comply with the provisions contained in the Requirements Regarding Lobbying Activities on Federal Aid Contracts and shall submit the Disclosure of Lobbying Activities with the Bid.

#### **22. Sales and Use Taxes**

OWNER is exempt from New York State Sales and Use Tax on materials and equipment to be incorporated into work. Said taxes should not be included in Contract Price.

#### **23. Non-Collusive Bidding Procedures**

Each Bidder is required to comply with the requirement regarding non-collusive bidding procedures and shall submit

the appropriate Non-Collusive Bidding Certification and Non-Collusive Bidding Certification Bidder Information with the Bid. Knowledge of bid collusions or other questionable contract related practices shall be reported per the instructions contained in Reporting Violations of the Non-Collusive Bidding Procedures, Misconduct, or other Prohibited Contract Activities.

#### **24. Disadvantaged/Minority/Women Business Enterprise Utilization Goals**

The provisions for Disadvantaged Business Enterprise Utilization Goals are set forth in the Additional State and Federal Conditions herein. Each bidder must submit the Disadvantaged/Minority/Women's Business Enterprise Utilization Goals (D/M/WBE) form with its bid.

The DBE goal for this project is: 0%  
There are no M/WBE goals for this project.  
There are no SDVOB goals for this project.

#### **25. Equal Employment Opportunity Participation Goals**

The provisions for Equal Employment Opportunity Participation Goals are set forth in the Additional State and Federal Conditions herein.

#### **26. Schedule for Bid and Award of Contract**

A schedule of the major events required for the Bid and Award is shown below:

- Notice of Award - No later than 45 days following Bid Opening
- Signed Documents returned by Contractor - No later than 15 days following Notice of Award
- Signed Documents returned by the Owner with Notice to Proceed - No later than 10 days following Signed Documents returned by Contractor
- Submittal of Bonds and Insurance - No later than 15 days following Notice of Award

#### **27. Prevailing Wages**

This is a public works project and the higher of Davis-Bacon wages and prevailing wages as determined by the New York State Department of Labor must be paid.

#### **28. Federal Aid Contract**

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

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

#### **29. Delegation of Authority**

Where reference is made to New York State, Commissioner of Transportation, State Department of Transportation Officials and Employees, etc., either in these specifications or the NYSDOT Standard Specification, Construction and Materials it shall mean the appropriate Montgomery County Official.

Montgomery County or its authorized representative shall

make all final interpretations of any questions or irregularities arising out of these specifications and the NYSDOT Standard Specification, Construction and Materials used on this project.

Under subsequent sections of this document the term "OWNER" shall mean Montgomery County and being the governmental unit whose name is given on the Contract Document cover.

#### **30. Insurance Requirements**

The successful Bidder will be required to procure and maintain at its own expense the following insurance coverage:

- (a) Workers' Compensation and Employers Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.
- (b) Motor Vehicle Liability Insurance: A policy or policies with the limits of not less than \$1,000,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any motor vehicle for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any motor vehicle.
- (c) Umbrella/Excess Liability Insurance: A policy or policies with Umbrella/Excess Coverage with limits of not less than:  
Liability For: Combined Single Limit  
All Other Circumstances: \$3,000,000
- (d) Commercial General Liability Insurance: A policy or policies of comprehensive all-risk insurance with limits of not less than:  
Liability For: Combined Single Limit  
Property Damage: \$1,000,000 per occurrence / \$2,000,000 aggregate  
Bodily Injury: \$1,000,000 per occurrence / \$2,000,000 aggregate  
Personal Injury: \$1,000,000 per occurrence / \$2,000,000 aggregate
- (e) Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with Section 220 Subdivision 8 of the Disability Benefits Law (DBL)

Each policy of insurance required shall be of form and content satisfactory to the Montgomery County's Corporation Counsel.

- (a) Montgomery County shall be named as an additional named insured on all liability, policies. The bid name and/or number must appear on the policy.
- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Montgomery County. It shall be automatically renewed upon expiration and continued in force unless Montgomery County is given at least thirty (30) days written notice to the contrary.

No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the County Purchasing Supervisor or his designee proof of issuance of

all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Bidder shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

## **SUPPLEMENTAL INFORMATION AVAILABLE TO BIDDERS**

### **Lepper Road (CR 20) Roadway Widening Town of Amsterdam, Montgomery County, New York**

The following information is available at the Office of the Owner and Engineer, 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 Engineer and/or Owner 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 7 of the Agreement will apply. 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/her signature on this proposal the bidder certifies that he/she has made himself aware of this availability, for his/her inspection and review prior to the letting date, of the information indicated below:

<b>Available</b>	<b>Not Available</b>	<b>Information</b>
	X	Utility Estimate Sheets with Names of Utility Officials
	X	Right of Way Plan
	X	Earthwork Cross Sections
	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	Granular Material Sources Report
	X	Record Plans
	X	SPDES Report/SWPPP
	X	Special Reports or Other Information (Identified Below)

## **BIDDER'S CHECKLIST**

### **Lepper Road (CR 20) Roadway Widening Town of Amsterdam, Montgomery County, New York**

In order to submit a complete bid, Bidders must submit the following documents:

- \_\_\_\_\_ Bid Form:
- \_\_\_\_\_ Certified Copy of Resolution of Board of Directors (For Corporations):
- \_\_\_\_\_ Bid Sheets:
- \_\_\_\_\_ Lobbying Certifications:
- \_\_\_\_\_ Non-Collusive Bidding Certification:
- \_\_\_\_\_ Bid Bond or Certified Bank Check:
- \_\_\_\_\_ Affidavit of Worker's Compensation:
- \_\_\_\_\_ Certification of Compliance Iran Divestment Act:
- \_\_\_\_\_ Russia Divestment of Public Funds:
- \_\_\_\_\_ D/M/WBE Utilization Goals:
- \_\_\_\_\_ Proof of Ability to do Work in NYS or Covenant to Obtain  
(Obtained from NY Department of State)

**Also the following forms are due from the apparent responsible low bidder no later than 7 days after bid opening:**

- \_\_\_\_\_ NYS Uniform Contracting Questionnaire with attachments (17 pages minimum)

***PLEASE DO NOT SUBMIT THE ENTIRE PROJECT MANUAL WITH YOUR BID. BIDDERS SHALL SUBMIT ALL DOCUMENTS PRESENTED IN THIS CHECKLIST ON SINGLE-SIDED SHEETS IN THE EXACT ORDER SHOWN. NO SUBSTITUTION OF FORMS WILL BE ALLOWED. ENTRIES MAY BE TYPED OR LEGIBLY HANDWRITTEN EXCEPT AS SPECIFICALLY NOTED.***

**BID FORM**

PROJECT IDENTIFICATION:                      Lepper Road (CR 20) Roadway Widening  
    Town of Amsterdam, Montgomery County, New  
    York

CONTRACT IDENTIFICATION:

THIS BID IS SUBMITTED TO:                      Eric Mead  
    Montgomery County DPW Commissioner  
    6 Park Street  
    Fonda, NY 12068

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Bid Price and Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents
2. Bidder accepts all the terms and conditions of the Advertisement or Notice to Bidders and Instruction to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five (45) days after the Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award
3. In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:
  - a. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the work.
  - c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of work.

- TOTAL BID FOR ALL UNIT PRICES

a. All documents set forth in the Bidders Checklist.

7. Communications concerning this Bid shall be addressed in writing to:

Montgomery County Department of Public Works  
6 Park Street  
Fonda, NY 12068  
Attn. Eric Mead, Commissioner

8. Terms used in this Bid will have the meanings indicated in the Instructions.

SUBMITTED on \_\_\_\_\_ 2022.

CONTRACTOR \_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Print Name)

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



**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.

**CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS**

\_\_\_\_\_  
(NAME OF CORPORATION)

“Resolved that \_\_\_\_\_, \_\_\_\_\_  
(Person Authorized to Sign) (Title)

of \_\_\_\_\_ authorized to sign and submit Bid for this corporation for  
(Name of Corporation)

the following project:

\_\_\_\_\_  
and to include in such bid the certificate as to non collusion, and for any inaccuracies or misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is true and correct copy of resolution adopted by:

\_\_\_\_\_  
(NAME OF CORPORATION)

At meeting of its Board of Directors held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

**The above form must be completed if the Bidder is a corporation**

**LEPPER ROAD (CR 20) ROADWAY WIDENING  
TOWN OF AMSTERDAM, MONTGOMERY COUNTY, NEW YORK**

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
201.06	1	CLEARING AND GRUBBING				
		PER LUMP SUM				
203.02	5770	UNCLASSIFIED EXCAVATION AND DISPOSAL				
		PER CUBIC YARD				
203.03	590	EMBANKMENT IN PLACE				
		PER CUBIC YARD				
203.07	447	SELECT GRANULAR FILL				
		PER CUBIC YARD				
206.0201	924	TRENCH AND CULVERT EXCAVATION				
		PER CUBIC YARD				

CARRY FORWARD

**LEPPER ROAD (CR 20) ROADWAY WIDENING  
TOWN OF AMSTERDAM, MONTGOMERY COUNTY, NEW YORK**

BROUGHT FORWARD \_\_\_\_\_

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
207.22	372	GEOTEXTILE DRAINAGE				
		PER SQUARE YARD				
208.01030022	310	BIORETENTION AND DRY SWALE SOIL				
		PER CUBIC YARD				
209.1003	200	SEED AND MULCH TEMPORARY				
		PER SQUARE YARD				
209.110601	37	CHECK DAM, (DITCH BOTTOM WIDTH > 0' TO 3') STONE- PERMANENT				
		PER EACH				
209.13	6400	SILT FENCE - TEMPORARY				
		PER LINEAR FOOT				

CARRY FORWARD \_\_\_\_\_

**LEPPER ROAD (CR 20) ROADWAY WIDENING  
TOWN OF AMSTERDAM, MONTGOMERY COUNTY, NEW YORK**

BROUGHT FORWARD \_\_\_\_\_

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
209.200301	6295	TURF REINFORCEMENT MATS, CLASS III TYPE C, PERMANENT				
		PER SQUARE YARD				
209.22	151	CONSTRUCTION ENTRANCE				
		PER SQUARE YARD				
304.12	1716	SUBBASE COURSE, TYPE 2				
		PER CUBIC YARD				
402.018904	20	TRUING & LEVELING F9, HMA, 80 SERIES COMPACTION	N.I.C.			
		PER TON				
402.128304	841	12.5 F3 TOP COURSE HMA, 80 SERIES COMPACTION	N.I.C.			
		PER TON				

CARRY FORWARD \_\_\_\_\_

**LEPPER ROAD (CR 20) ROADWAY WIDENING  
TOWN OF AMSTERDAM, MONTGOMERY COUNTY, NEW YORK**

BROUGHT FORWARD \_\_\_\_\_

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
402.258904	839	25 F9 BINDER COURSE HMA, 80 SERIES COMPACTION	<div>N.I.C.</div>			
		PER TON				
402.378904	681	37.5 F9 BASE COURSE HMA, 80 SERIES COMPACTION	<div>N.I.C.</div>			
		PER TON				
405.02010007	6560	COLD RECYCLING ASPHALT CONCRETE				
		PER SQUARE YARD				
407.0103	751	STRAIGHT TACK COAT	<div>N.I.C.</div>			
		PER GALLON				
490.10	6560	PRODUCTION COLD MILLING BITUMINOUS CONCRETE				
		PER SQUARE YARD				

CARRY FORWARD \_\_\_\_\_

**LEPPER ROAD (CR 20) ROADWAY WIDENING  
TOWN OF AMSTERDAM, MONTGOMERY COUNTY, NEW YORK**

BROUGHT FORWARD \_\_\_\_\_

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
552.17	1974	SHIELDS AND SHORING				
		PER SQUARE FOOT				
553.030001	16	TEMPORARY WATERWAY DIVERSION STRUCTURE				
		PER EACH				
555.0105	4	CONCRETE FOR STRUCTURES - CLASS A				
		PER CUBIC YARD				
603.171216	9	GALVANIZED STEEL END SECTIONS - PIPE (2-2/3" X 1/2" CORRUGATIONS) 18 INCH DIAMETER, 16 GAUGE				
		PER EACH				
603.171416	4	GALVANIZED STEEL END SECTIONS-PIPE (2-2/3" X 1/2" CORRUGATIONS) 24 INCH DIAMETER, 16 GAUGE				
		PER EACH				

CARRY FORWARD \_\_\_\_\_

**LEPPER ROAD (CR 20) ROADWAY WIDENING  
TOWN OF AMSTERDAM, MONTGOMERY COUNTY, NEW YORK**

BROUGHT FORWARD \_\_\_\_\_

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
603.171614	6	GALVANIZED STEEL END SECTIONS - PIPE (2-2/3" X 1/2" CORRUGATIONS) 30 INCH DIAMETER, 14 GAUGE				
		PER EACH				
603.9815	644	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN 15 INCH DIAMETER				
		PER LINEAR FOOT				
603.9818	531	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORMDRAIN 18 INCH DIAMETER				
		PER LINEAR FOOT				
603.9824	39	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN 24 INCH DIAMETER				
		PER LINEAR FOOT				
603.99010008	10	TRASH RACK				
		PER EACH				

CARRY FORWARD \_\_\_\_\_



**LEPPER ROAD (CR 20) ROADWAY WIDENING  
TOWN OF AMSTERDAM, MONTGOMERY COUNTY, NEW YORK**

BROUGHT FORWARD \_\_\_\_\_

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
604.300611	47	RECTANGULAR DRAINAGE STRUCTURE TYPE F FOR #11 WELDED FRAME				
		PER LINEAR FOOT				
605.1701	1674	OPTIONAL UNDERDRAIN PIPE, 4" DIAMETER				
		PER LINEAR FOOT				
605.1001	61	UNDERDRAIN FILTER, TYPE 2				
		PER CUBIC YARD				
606.5920	1	RESETTING BOX BEAM GUIDE RAILING END ASSEMBLY				
		PER EACH				
607.97000008	733	REMOVE AND RESET EXISTING FENCE				
		PER LINEAR FOOT				

CARRY FORWARD \_\_\_\_\_

**LEPPER ROAD (CR 20) ROADWAY WIDENING  
TOWN OF AMSTERDAM, MONTGOMERY COUNTY, NEW YORK**

BROUGHT FORWARD \_\_\_\_\_

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
608.020102	47	HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS, AND BICYCLE PATHS				
		PER TON				
610.1402	700	TOPSOIL - ROADSIDE				
		PER CUBIC YARD				
610.1601	6295	TURF ESTABLISHMENT - ROADSIDE				
		PER SQUARE YARD				
619.01	1	BASIC WORK ZONE TRAFFIC CONTROL				
		PER LUMP SUM				
619.27	12	MAILBOXES				
		PER EACH				

CARRY FORWARD \_\_\_\_\_

**LEPPER ROAD (CR 20) ROADWAY WIDENING  
TOWN OF AMSTERDAM, MONTGOMERY COUNTY, NEW YORK**

BROUGHT FORWARD \_\_\_\_\_

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
620.03	428	STONE FILLING - LIGHT				
		PER CUBIC YARD				
620.0802	216	BEDDING MATERIAL - TYPE II				
		PER CUBIC YARD				
623.10	248	SCREENED GRAVEL (IN-PLACE MEASURE)				
		PER CUBIC YARD				
625.01	1	SURVEY OPERATIONS				
		PER LUMP SUM				
627.50140008	6412	CUTTING PAVEMENT				
		PER LINEAR FOOT				

CARRY FORWARD \_\_\_\_\_

**LEPPER ROAD (CR 20) ROADWAY WIDENING  
TOWN OF AMSTERDAM, MONTGOMERY COUNTY, NEW YORK**

BROUGHT FORWARD \_\_\_\_\_

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
645.5102	30	GROUND MOUNTED SIGN PANELS WITH Z BARS		N.I.C.		
		PER SQUARE FOOT				
645.81	8	TYPE A SIGN POSTS		N.I.C.		
		PER EACH				
647.51	7	REMOVE AND DISPOSE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE 1		N.I.C.		
		PER EACH				
655.1111	9	WELDED FRAME AND RETICULINE GRATE 11				
		PER EACH				

CARRY FORWARD \_\_\_\_\_

**LEPPER ROAD (CR 20) ROADWAY WIDENING  
TOWN OF AMSTERDAM, MONTGOMERY COUNTY, NEW YORK**

**BROUGHT FORWARD** \_\_\_\_\_

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
699.040001	1	MOBILIZATION <b>MUST NOT EXCEED 4% OF SUBTOTAL SHOWN ABOVE. SEE SPECIFICATION FOR THIS ITEM.</b>  FOR .....  .....LUMP SUM				
<b>TOTAL OR GROSS SUM WRITTEN IN WORDS:</b>			\$ _____			

## **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 1128 of Title 23, U. S. Code-Highways and does hereby certify, in conformance with said Section 112 of Title 23, U. S. Code-Highways that the said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract."

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

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

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

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

**THESE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS. HOWEVER, THE NYS COLLUSIVE BIDDING CERTIFICATION AND MANY IN USE BY LOCAL GOVERNMENTS ARE ALMOST IDENTICAL AND ARE ACCEPTABLE.**

**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 May 4, 2006, if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by Section 139-d of the State Finance Law, and Section 112, 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.
6. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment in the workplace and provides annual sexual harassment training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the New York State Labor Law.



Date:

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

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 )  
 ) SS:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me  
personally came \_\_\_\_\_, to me known and known  
to me to be the person who executed the above instrument, who being duly sworn by me, did  
depone and say that he/she resides at \_\_\_\_\_

of the \_\_\_\_\_, and that he/she is the \_\_\_\_\_

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

Notary Public

(Acknowledgment by Co-Partnership Contractor)

STATE OF NEW YORK     )  
                                      ) SS:  
COUNTY OF                 )

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

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

(Acknowledgment by Individual Contractor)

STATE OF NEW YORK     )  
                                      ) SS:  
COUNTY OF                 )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally came \_\_\_\_\_, to me known and

known to me to be 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.

**THIS IS REQUIRED IN ALL FEDERAL AID CONTRACTS.**

## BID BOND

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

---

BIDDER (*Name and Address*):

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

OWNER (*Name and Address*):

### BID

Bid Due Date: As Noted in the Invitation to Bidders  
Description: Lepper Road (CR 20) Road Widening

### BOND

Bond Number:

Date (*Not earlier than Bid due date*):

Penal sum

\_\_\_\_\_  
(Words)

\$

\_\_\_\_\_  
(Figures)

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

### BIDDER

### SURETY

\_\_\_\_\_  
Bidder's Name and Corporate Seal

(Seal)

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

(Seal)

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Title

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**AFFIDAVIT OF WORKERS COMPENSATION**

State of New York

SS:

County of Montgomery

\_\_\_\_\_

of \_\_\_\_\_

being duly sworn, deposes and says that he now carries or that he has applied for a Workers Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

Signed: \_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

**CERTIFICATION OF COMPLAINEE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of the Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

The Municipality reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract, and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I \_\_\_\_\_, being duly sworn, deposes and says that he/she is the  
\_\_\_\_\_ of \_\_\_\_\_ and neither the  
Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

\_\_\_\_\_  
Signed

SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_

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



**AUTHORIZATION DIRECTING STATE AGENCIES AND  
AUTHORITIES TO DIVEST PUBLIC FUNDS SUPPORTING RUSSIA**

- 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 Executive Order of the State of New York, to divest their money and assets from any investment, to terminate any contract with an institution or company, that is determined to be a Russian or supporting entity and to refrain from entering new contracts or making any investments in such entities in the future,
- B. A bid shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder cannot make the forgoing certification set forth in Paragraph A above, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Finance Department to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, may award a bid, on a case by case business under the following circumstances:
1. The investment activities in Russia were made before February 27, 2022, the investment activities in Russia have not been expanded or renewed after February 27, 2022, and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Russia and to refrain from engaging in any new investments in Russia; or
  2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its function and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**DISADVANTAGED/MINORITY/WOMENS BUSINESS ENTERPRISE (D/M/WBE)  
UTILIZATION GOALS**

The Department has established the following utilization goal(s) for this contract, expressed as a percentage of the total contract bid price. For clarification of Disadvantaged Business Enterprise (DBE) Utilization, Minority Business Enterprise (MBE), and Women's Business Enterprise (WBE) Utilization, Refer to 102-12 of the Standard Specifications.

Disadvantaged Business Enterprise (DBE) Utilization Goal	<u>0%</u>	(Federal Aid Only)
Minority Business Enterprise (MBE) Utilization Goal	<u>0%</u>	(Non-Federal Aid Only)
Women's Business Enterprise (WBE) Utilization Goal	<u>0%</u>	(Non-Federal Aid Only)

**Disadvantaged Business Enterprise Officer**

The Bidder shall designate and enter below the name of the Disadvantaged/Minority/Women's Business Enterprise Officer who will have the responsibility for the D/M/WBE Utilization.

Bidder Designated D/M/WBE Officer

\_\_\_\_\_  
(Name)

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

Telephone Number

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

**RETURN THIS PAGE WITH BID**

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

You have selected the For-Profit Construction questionnaire, commonly known as the “CCA-2,” which may be printed and completed in this format or, **for your convenience, may be completed online using the [New York State VendRep System](#).**

### COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor’s business and operations. An owner or official must certify the questionnaire and the signature must be notarized.

### NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at [ITServiceDesk@osc.state.ny.us](mailto:ITServiceDesk@osc.state.ny.us) or call 866-370-4672.

### DEFINITIONS

All underlined terms are defined in the “New York State Vendor Responsibility Definitions List,” found at <http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf>. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

### RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

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

BUSINESS ENTITY INFORMATION				
<u>Legal Business Name</u>		<u>EIN</u> _____		
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		<u>New York State Vendor Identification Number</u>		
		Telephone ext.		Fax
		Website		
Authorized Contact for this Questionnaire				
Name		Telephone ext.		Fax
Title		Email		
Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type	Name	EIN	State or County where filed	Status

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

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

I. BUSINESS CHARACTERISTICS			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the <u>CIK code</u> or Ticker Symbol:			
1.3 Is the <u>Business Entity</u> currently <u>registered to do business in New York State</u> ?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership</i>			<input type="checkbox"/> Not Required
If "No," explain why the <u>Business Entity</u> is not required to be <u>registered to do business in New York State</u> :			
1.4 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .			<input type="checkbox"/> Yes <input type="checkbox"/> No
1.5 If the <u>Business Entity's Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)</i>			<input type="checkbox"/> N/A
If "Yes," provide the address and telephone number for one office located in New York State.			
1.6 Is the Business Entity a New York State certified <u>Minority-Owned Business Enterprise</u> , or <u>Women-Owned Business Enterprise</u> , or <u>New York State Small Business</u> , or federally certified <u>Disadvantaged Business Enterprise</u> ?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," check all that apply: <input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise</u> (MBE) <input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise</u> (WBE) <input type="checkbox"/> <u>New York State Small Business</u> <input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)			
1.7 Identify each person or business entity that is, or has been within the past five (5) years, <u>Principal Owner</u> of 5.0% or more of the firm's shares; a Business Entity Official; or one of the five largest shareholders, if applicable. <i>(Attach additional pages if necessary.)</i> <u>Joint Ventures</u> : Provide information for all firms involved.			
Name <i>(For each person, include middle initial)</i>	Title	Percentage of ownership (Enter 0%, if not applicable)	Employment status with the firm
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former

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

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS		
2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm? <i>(Attach additional pages if necessary.)</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Firm/Company Name	Firm/Company EIN (If available)	Firm/Company's Primary Business Activity
Firm/Company Address		
Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this firm?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name <i>(Include middle initial)</i>	Position/Title with Firm/Company	
2.1 Does the <u>Business Entity</u> have any <u>construction</u> -related <u>affiliates</u> not identified in the response to question 2.0 above? <i>(Attach additional pages if necessary.)</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent of ownership, if applicable <i>(enter N/A, if not applicable)</i> :		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name <i>(Include middle initial)</i>	Position/Title with Firm/Company	
2.2 Has the <u>Business Entity</u> participated in any <u>construction-related Joint Ventures</u> within the past three (3) years? <i>(Attach additional pages if necessary.)</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

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

### III. CONTRACT HISTORY

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

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

*If less than ten, include most recent subcontracts on projects up to that number.*

3.1 Does the Business Entity currently have uncompleted construction contracts? ☐ Yes ☐ No

*If "Yes," list all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at [www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc](http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc).*

*Note: Ongoing projects must be included.*

### IV. INTEGRITY – CONTRACT BIDDING

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

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement? ☐ Yes ☐ No

4.1 Been subject to a denial or revocation of a government prequalification? ☐ Yes ☐ No

4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? ☐ Yes ☐ No

4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? ☐ Yes ☐ No

4.4 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract? ☐ Yes ☐ No

4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity? ☐ Yes ☐ No

4.6 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity? ☐ Yes ☐ No

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

### V. INTEGRITY – CONTRACT AWARD

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

5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract? ☐ Yes ☐ No

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any government contract? ☐ Yes ☐ No

5.2 Entered into a formal monitoring agreement, consent decree or stipulation settlement as specified by, or agreed to with, any government entity? ☐ Yes ☐ No

5.3 Had its surety called upon to complete any contract whether government or private sector? ☐ Yes ☐ No

5.4 Forfeited all or part of a standby letter of credit in connection with any government contract? ☐ Yes ☐ No

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

### V. INTEGRITY – CONTRACT AWARD

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

*For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

### VI. CERTIFICATIONS/LICENSES

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

6.0 Had a revocation or <u>suspension</u> of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a federal certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No

*For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

### VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

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

7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 Been the subject of: (i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or (ii.) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 Received any <u>OSHA</u> citation, which resulted in a final determination classified as <u>serious</u> or <u>willful</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 Had a New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No



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

### VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

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

7.6 Other than previously disclosed, been the subject of any <u>citations</u> , notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of: <ul style="list-style-type: none"> <li><u>Federal</u>, state or local health laws, rules or regulations;</li> <li><u>Federal</u>, state or local environmental laws, rules or regulations;</li> <li>Unemployment insurance or workers compensation coverage or <u>claim</u> requirements;</li> <li>Any labor law or regulation, which was deemed willful;</li> <li>Employee Retirement Income Security Act (ERISA);</li> <li><u>Federal</u>, state or local human rights laws;</li> <li><u>Federal</u>, state or local security laws?</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

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

### VIII. LEADERSHIP INTEGRITY

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

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

8.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 <u>Suspended</u> , <u>debarred</u> or <u>disqualified</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 The subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: <ul style="list-style-type: none"> <li>(i.) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or</li> <li>(ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

*For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

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

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY			
9.0 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>			
9.1 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>			
9.2 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liens, claims or judgments</u> over \$25,000 filed against the <u>Business Entity</u> which remain undischarged or were unsatisfied for more than 90 days? (Note: Including but not limited to tax warrants or liens. Do not include UCC filings.)			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the Lien holder or Claimants' name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>			
9.3 In the last seven (7) years, has the <u>Business Entity</u> or any <u>affiliate</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.</i>			
9.4 What is the <u>Business Entity's</u> Bonding Capacity?			
a. Single Project		b. Aggregate (All Projects)	
9.5 List <u>Business Entity's</u> Gross Sales for the previous three (3) Fiscal Years:			
1st Year (Indicate year ) Gross Sales	2nd Year (Indicate year ) Gross Sales	3rd Year (Indicate year ) Gross Sales	
9.6 List <u>Business Entity's</u> Average Backlog for the previous three (3) fiscal years: (Estimated total value of uncompleted work on outstanding contracts)			
1st Year (Indicate year ) Amount	2nd Year (Indicate year ) Amount	3rd Year (Indicate year ) Amount	
9.7 Attach <u>Business Entity's</u> most recent annual <u>financial statement</u> and accompanying notes or complete Attachment C – Financial Information, found at <a href="http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls">www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls</a> . (This information must be attached.)			

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

**X. FREEDOM OF INFORMATION LAW (FOIL)**

10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).

☐ Yes ☐ No

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

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

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

### Certification

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

**The undersigned certifies that he/she:**

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

Signature of Owner/Official \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Title \_\_\_\_\_

Name of Business \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_;

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

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This AGREEMENT made on the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ by and between,  
\_\_\_\_\_  
\_\_\_\_\_  
(hereinafter called OWNER) and  
(hereinafter called the CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 1 – WORK**

The CONTRACTOR shall complete all Work specified or indicated in the Contract Documents. The Work is generally described as follows:

Roadway Widening for Lepper Road (CR 20)

### **ARTICLE 2 – ENGINEER**

The Project has been designed by Greenman-Pedersen, Inc. who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### **ARTICLE 3 – CONTRACT TIME**

- 3.1. The Work will be substantially completed **90** calendar days from Notice to Proceed and ready for asphalt placement by others.
- 3.2. Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed. They also recognize delays, expense and difficulties involved in proving the actual loss suffered by the OWNER when the Work is not completed on time. Accordingly, instead of requiring such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Liquidated Damages assessed in accordance with the current NYSDOT Standard Specifications, Section 108-03 and/or Table 108-1 "Schedule of Liquidated Damages" included below. If Section 108-03 and/or Table 108-1 are amended during the project, the amended provision shall control. The Reference to the "Commissioner of Transportation" shall be read to mean OWNER.

<b>Table 108-1 - SCHEDULE OF LIQUIDATED DAMAGES</b>		
<b>Original Total Contract Bid Price</b>		<b>Liquidated Damages per Calendar Day</b>
<b>From More Than</b>	<b>To and Including</b>	
\$0	\$100,000	\$500
\$100,000	\$500,000	\$1,000
\$500,000	\$2,000,000	\$1,500
\$2,000,000	\$5,000,000	\$2,000
\$5,000,000	\$10,000,000	\$2,500
\$10,000,000	\$20,000,000	\$4,000
\$20,000,000	-	\$7,000

## ARTICLE 4 – CONTRACT PRICE

OWNER shall pay CONTRACTOR an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 and 4.2 below for completion of Work in accordance with the Contract Documents:

- 4.1. For lump sum items, payment will be based on the price bid and made in accordance with the specification. For all Unit Price items, the payment will be made based upon the bid unit price, for each separately identified unit price item, multiplied by the estimated quantity of that item as indicated in the Bid Sheets.

TOTAL OF ALL  
UNIT PRICES \_\_\_\_\_ \$ \_\_\_\_\_ dollars  
*(Use words)* *(figures)*

- 4.2. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the ENGINEER.

## ARTICLE 5 – PAYMENTS

- 5.1. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by the ENGINEER, on or about the 10<sup>th</sup> day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the number of units completed.

5.1.1. As the work progresses in accordance with the contract and in a manner that is satisfactory to the OWNER, the OWNER hereby agrees to make payments to the CONTRACTOR therefore, based upon the proposal attached hereto and made a part hereof, as follows: The OWNER 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 determined by the ENGINEER. No monthly payment shall be rendered unless the value of the work completed equals 5% of the contract amount or \$1,000, whichever is the lesser. Semi-monthly payments may be rendered provided (a) the value of work performed in two successive weeks is more than \$50,000 or (b) the ENGINEER deems it to be in the best interest of the OWNER to do so. The CONTRACTOR shall not hold any retainage from any Subcontractor.

5.1.2. When in the opinion of the ENGINEER, a CONTRACTOR has fully performed the work under the contract, the ENGINEER shall recommend to the OWNER the acceptance of work so completed. If the OWNER accepts the recommendation of the ENGINEER, he/she shall thereupon by letter notify the CONTRACTOR, with copies to the other interested parties, of such acceptance. Prior to the final acceptance of the work by the OWNER, the contract work may be inspected, accepted and approved by other agencies and/or municipalities who will have jurisdiction of the work after final acceptance.

- 5.2. The final payment shall be made upon final completion and acceptance of the work by the OWNER and as recommended by the ENGINEER.

## **ARTICLE 6 – INTEREST**

All monies not paid when due shall bear interest at the statutory rate of New York State.

## **ARTICLE 7 – CONTRACTOR REPRESENTATIONS**

In order to induce the OWNER to enter into this Agreement the CONTRACTOR makes the following representations:

- 7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including Addenda listed in Article 8) and other related data identified in the Bidding Documents including “technical data.”
- 7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3. CONTRACTOR is familiar with and will comply with all federal, state and local Laws and Regulations that may affect, progress, performance and furnishing of the Work.
- 7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities). CONTRACTOR acknowledges that such reports and drawing are not Contract Documents and may not be complete for CONTRACTOR’S purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations test, studies and data concerning conditions (surface, subsurface, Underground Facilities) at or contiguous to the site or otherwise which may affect the cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions, and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, test, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5. CONTRACTOR is aware of the general nature of the work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6. CONTRACTOR has correlated the information known to the CONTRACTOR, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to the CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 8 – CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between Owner and the Contractor concerning the Work consist of the following:

- 8.1. This Agreement
- 8.2. Performance, Payment and other Bonds
- 8.3. Notice to Proceed
- 8.4. All technical specification as set forth in the Table of Contents
- 8.5. Drawings consisting of a cover sheet and sheets numbered 2 through 28, inclusive with each sheet bearing the following general title: Lepper Road (CR 20)
- 8.6. Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive
- 8.7. CONTRACTOR's Bid Pages as set forth in the Bidders Checklist
- 8.8. Documentation submitted by CONTRACTOR prior to Notice of Award
- 8.9. Additional State and Federal Conditions
- 8.10. State and/or Federal Prevailing Wage Schedules, as applicable
- 8.11. All other documents set forth in this project manual except Supplemental Information Available to Bidders
- 8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written Amendments and other documents amending, modifying or supplementing the Contract Documents.

## **ARTICLE 9 – MISCELLANEOUS**

- 9.1. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.2. Neither the Owner 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 Owner.
- 9.3. The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and unenforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 9.5. OTHER PROVISIONS: IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR, or identified by ENGINEER on their behalf.



This Agreement will be effective on \_\_\_\_\_ 20\_\_\_\_\_

OWNER \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

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

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

[COPORATE SEAL]

[CORPORATE SEAL]

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

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

Address for giving notices

Address for giving notices

\_\_\_\_\_  
\_\_\_\_\_  
(If OWNER is a public body, attached evidence of  
authority to sign and resolution or other documents  
authorizing execution of Agreement

\_\_\_\_\_  
License No. \_\_\_\_\_

\_\_\_\_\_  
Agent for services of process: \_\_\_\_\_

\_\_\_\_\_  
(If CONTRACTOR is a corporation, attach  
evidence of authority to sign).

ACKNOWLEDGMENT OF COUNTY

(a)

(b) *State of New York* } ss

(c) *Montgomery County* } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared **Eric Mead, as Montgomery County Department of Public Works Commissioner**, Montgomery County, New York, 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 that said \_\_\_\_\_ duly acknowledged to me that he executed the same pursuant to the power and authority vested in them by Montgomery County, and that by their signature on the instrument he/she executed the instrument pursuant to the authority vested in them.

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

ACKNOWLEDGMENT OF CONTRACTOR

*State of* \_\_\_\_\_ } ss

*County of* \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally came and 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, who, being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_ and that he/she is the \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_  
the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation, that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he/she signed his/her name thereto by like order.

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

# CONSTRUCTION PAYMENT BOND

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

---

CONTRACTOR (Name and Address)

SURETY (Name and Principal Place of Business):

OWNER (Name and Address)

## CONSTRUCTION CONTRACT

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

Description (Name and Location):

## BOND

Date (not earlier than Construction Contract Date): \_\_\_\_\_ Amount: \_\_\_\_\_

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company

(Corp Seal)

SURETY

Company

(Corp Seal)

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

Name and Title:

Name and Title:

---

CONTRACTOR AS PRINCIPAL

Company

(Corp Seal)

SURETY

Company

(Corp Seal)

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

Name and Title:

Name and Title:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies and hold harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials, or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands liens or suits to the Contractor and the Surety, and provided there is not Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with the Contractor:
    1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given to the Contractor to the Surety that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amount owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract area dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any claimant under this Bond, and shall have under this Bond no obligations to make payments to give notices on behalf of, or otherwise have obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner, or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this bond has been furnished to comply with a statutory or other legal requirements in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. Definitions.
  - 15.1 Claimant: An individual or entity have a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
  - 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 15.3 Owner Default: Failure of the Owner, which as neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with other terms thereof.

# Construction Performance Bond

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date: Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

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

Name and Title:

SURETY

Company: (Corp. Seal)

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

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

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

Name and Title:

SURETY

Company: (Corp. Seal)

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

Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

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

## **SPECIAL NOTE**

### **NYSDOL STATE PREVAILING WAGE RATES**

The contractor shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. Throughout the contract, the Contractor shall obtain and pay workers in accordance with periodic wage rate schedule updates from the NYS Department of Labor (NYSDOL). Wage rate amendments and supplements are available on the NYSDOL website at <https://www.labor.ny.gov/home/>. All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work.

The NYSDOL prevailing wage rate schedule for this contract has been determined and is available on the internet. The prevailing wage rate schedule is accessed by visiting the NYSDOL website, navigating to the appropriate web page and entering the Prevailing Rate Case No. (PRC#). The PRC# is 2022004631. The wage rate schedule for this project can be found at the following link: <https://applications.labor.ny.gov/wpp/showFindProject.do?method=showIt>

### **FEDERAL DAVIS BACON WAGES**

Federal Davis Bacon Wages Do No apply to this project.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Montgomery County DPW

Christopher Cornwell, Project Manager  
80 Wolf Road, Suite 300  
Albany NY 12205

Schedule Year 2021 through 2022  
Date Requested 04/27/2022  
PRC# 2022004631

Location Town of Amsterdam  
Project ID#  
Project Type Reconstruction of Lepper Road

### 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 2021 through June 2022. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.ny.gov](http://www.labor.ny.gov). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

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

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

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





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

## **Introduction**

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

## **Responsibilities of the Department of Jurisdiction**

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

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

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

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

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

## **Hours**

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

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

## **Wages and Supplements**

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

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

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

## **Payrolls and Payroll Records**

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

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

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

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

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

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

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

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

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

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

### **Withholding of Payments**

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

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

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

### **Summary of Notice Posting Requirements**

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

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

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

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

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

## **Apprentices**

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

## **Interest and Penalties**

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

## **Debarment**

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

## **Criminal Sanctions**

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

## **Discrimination**

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b) ).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c) ).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d) ).

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

### **Workers' Compensation**

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

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

### **Unemployment Insurance**

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Montgomery County DPW

Christopher Cornwell, Project Manager  
80 Wolf Road, Suite 300  
Albany NY 12205

Schedule Year 2021 through 2022  
Date Requested 04/27/2022  
PRC# 2022004631

Location Town of Amsterdam  
Project ID#  
Project Type Reconstruction of Lepper Road

### Notice of Contract Award

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

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

### Contractor Information

All information must be supplied

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

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

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

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

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

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

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, [www.labor.ny.gov](http://www.labor.ny.gov). <https://labor.ny.gov/formsdocs/ui/IA999.pdf>

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

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

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

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

(12.20)

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

## **Budget Policy & Reporting Manual**

# **B-610**

### **Public Work Enforcement Fund**

*effective date December 7, 2005*

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#### **1. Purpose and Scope:**

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

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

#### **2. Background and Statutory References:**

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

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

#### **3. Procedures and Agency Responsibilities:**

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

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



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

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

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

Reports should contain the following information:

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

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

Department of Labor  
Administrative Finance Bureau-PWEF Unit  
Building 12, Room 464  
State Office Campus  
Albany, NY 12240

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



Required Notice under Article 25-B of the Labor Law

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

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

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

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

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

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

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

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

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

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

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

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

**Employer Name:**

IA 999 (09/16)

# Attention Employees

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

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

Chapter 629 of the Labor Laws of 2007:

**These wages are set by law and must be posted at the work site. They can also be found at:**  
[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) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5156		

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

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

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

## Requirements for OSHA 10 Compliance

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

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

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

Proof of completion may include but is not limited to:

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

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

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

## WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### Payrolls and Payroll Records

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

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

#### Paid Holidays

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

#### Overtime

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

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

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

#### Supplemental Benefits

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

#### Effective Dates

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

#### Apprentice Training Ratios

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

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

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

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

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

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

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

## Montgomery County General Construction

### Boilermaker

04/01/2022

**JOB DESCRIPTION** Boilermaker

**DISTRICT** 1

#### ENTIRE COUNTIES

Albany, Broome, Chenango, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

#### WAGES

Per hour

07/01/2021

Boilermaker

\$ 38.59

#### SUPPLEMENTAL BENEFITS

Per hour

07/01/2021

Journeyman

\$ 25.10

+ 1.24\*

\* This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

#### OVERTIME PAY

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

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

#### REGISTERED APPRENTICES

Wages per hour

( 1/2 ) year terms at the following percentage of Journeyman's wage.

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

Supplemental Benefits per hour

07/01/2021

1st	2nd	3rd	4th	5th	6th	7th	8th
18.79	18.79	19.71	20.61	21.50	22.40	23.31	24.20
+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*

\* This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

1-197

### Carpenter - Building

04/01/2022

**JOB DESCRIPTION** Carpenter - Building

**DISTRICT** 2

#### ENTIRE COUNTIES

Albany, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie

#### WAGES

Per hour:

07/01/2021

07/01/2022

07/01/2023

07/01/2024

Additional

Additional

Additional

Carpenter	\$ 32.73	\$ 1.40	\$ 1.25	\$ 1.25
Floor Coverer	32.73	1.40	1.25	1.25
Carpet Layer	32.73	1.40	1.25	1.25
Dry-Wall	32.73	1.40	1.25	1.25
Diver-Wet Day	61.25	0.00	0.00	0.00
Diver-Dry Day	33.73	1.40	1.25	1.25
Diver Tender	33.73	1.40	1.25	1.25

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

- Pile Drivers/Dock Builders shall receive \$0.25 per hour over the journeyman's rate of pay when performing piledriving/dock building work.
- Certified welders shall receive \$1.00 per hour over the journeyman's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  - 0' to 80' no additional fee
  - 81' to 100' additional \$.50 per foot
  - 101' to 150' additional \$0.75 per foot
  - 151' and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51' to 100' additional \$.75 per foot
  - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 23.34

**OVERTIME PAY**

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

\* Note - Saturday is also payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

ALL APPRENTICES indentured prior to 01/01/2016

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

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

Supplemental Benefits per hour:

\$ 12.06	\$ 12.06	\$ 14.66	\$ 14.66
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CARPENTER APPRENTICES indentured after 01/01/2016

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

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

Supplemental Benefits per hour:

\$ 12.06	\$ 12.06	\$ 14.66	\$ 14.66	\$ 14.66
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PILEDRIIVER/DOCK BUILDER APPRENTICES indentured after 01/01/2016

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

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

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

Supplemental Benefits per hour:

\$ 12.06	\$ 12.06	\$ 14.66	\$ 14.66
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LINOLEUM, RESILIENT TILE, AND CARPET LAYER APPRENTICES indentured after 01/01/2016

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

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

Supplemental Benefits per hour:

\$ 12.06	\$ 12.06	\$ 14.66	\$ 14.66
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**ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:**

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

2-291B-Alb

**Carpenter - Building / Heavy&Highway**

**04/01/2022**

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

**DISTRICT 2**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

Wages per hour: 07/01/2021

Carpenter - ONLY for  
Artificial Turf/Synthetic  
Sport Surface

\$ 32.08

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 24.20

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (5) on HOLIDAY PAGE

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

Notes:

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

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

**REGISTERED APPRENTICES**

Wages per hour:

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

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

Supplemental Benefits per hour:

1st year term	\$ 12.15
2nd year term	12.15
3rd year term	14.80
4th year term	14.80

2-42AtSS

**Carpenter - Heavy&Highway**

**04/01/2022**

**JOB DESCRIPTION** Carpenter - Heavy&Highway

**DISTRICT 2**

**ENTIRE COUNTIES**

Albany, Clinton, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**WAGES**

Per hour 07/01/2021

Carpenter	\$ 34.52
Piledriver	34.52
Diver-Wet Day	59.52
Diver-Dry Day	35.52
Diver-Tender	35.52

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

- When project owner mandates a single irregular work shift, the employee will receive an additional \$2.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.00 per hour.
- Certified welders when required to perform welding work will receive an additional \$1.50 per hour.

**ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:**

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 23.80
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**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

ALL APPRENTICES indentured prior to 01/01/2016

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

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

Supplemental Benefits per hour:

\$ 12.02	\$ 12.02	\$ 14.62	\$ 14.62
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CAPRENTER APPRENTICES indentured after 01/01/2016

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

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

Supplemental Benefits per hour:

\$ 12.02	\$ 12.02	\$ 14.62	\$ 14.62	\$ 14.62
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PILEDRIIVER/DOCKBUILDER APPRENTICES indentured after 01/01/2016

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

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

Supplemental Benefits per hour:

\$ 12.02	\$ 12.02	\$ 14.62	\$ 14.62
----------	----------	----------	----------

**NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:**

- When project owner mandates a single irregular work shift, the employee will receive an additional \$2.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.00 per hour.
- Certified welders when required to perform welding work will receive an additional \$1.50 per hour.

2-291HH-Alb

**Electrician**

**04/01/2022**

**JOB DESCRIPTION** Electrician

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Columbia, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**PARTIAL COUNTIES**

Greene: Portion of the County North of a line following the South limits of the City of Catskill in a westerly direction from the Hudson River to State Highway 23A. Then continuing on 23A to the road following the Little West Kill and continuing along this road to Delaware County.  
Otsego: Only the Towns of Decatur and Worcester

**WAGES**

Per hour

07/01/2021

Electrician	\$ 42.70
Audio/Sound	42.70
Video	42.70
Tele-Data	42.70
Solar/ Photovoltaic	42.70

Notes: An additional 5% above rate for work over 30' above floor and requires use of a safety harness when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.

An additional 10% above rate on towers & smoke stacks over 100' high.

An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.

An additional 5% above rate when Journeymen are required to work as Lead(Pb) cable splicers.

An additional 10% above rate when Journeymen Welders are required to have ASME verification.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman	\$ 27.42
	+3% of wage

**OVERTIME PAY**

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

\* DOUBLE TIME AFTER 10 HOURS ON SATURDAY

For Projects Bid on or Prior to 05/31/2019

**NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS OF AT LEAST A FIVE (5) DAY 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 10%
3rd Shift	12:30 AM to 9:00 AM	REGULAR RATE PLUS 15%

For Projects Bid on or After 06/01/2019

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%

For Projects Bid on or After 09/01/2019

**NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SINGLE IRREGULAR SHIFTS OF AT LEAST A FIVE (5) DAY 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%

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Saturday, it shall be celebrated on Friday. If the holiday falls on Sunday, it shall be celebrated on Monday.

**REGISTERED APPRENTICES**

Wages per hour

Terms at the following percentage of Journeyman's wage.

0-6mo	6-12mo	2nd yr	3rd yr	4th yr	5th yr
40%	45%	50%	60%	70%	80%

Notes: An additional 5% above rate for work over 30' above floor and requires use of a safety harness when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.

An additional 10% above rate on towers & smoke stacks over 100' high.

An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.

Supplemental Benefits per hour worked

Apprentices indentured on or before 12/31/2018

0-12 month term	\$ 13.08*
2 - 5th year term	27.42*

\*Plus additional 3% of wage

Apprentices indentured on or after 1/1/2019

0-12 Month Term	\$ 13.08*
2nd Year Term	21.70*
3rd Year Term	22.84*
4 - 5th Year Term	27.42*

\*Plus additional 3% of wage

1-236

## Elevator Constructor

04/01/2022

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 1**

### ENTIRE COUNTIES

Albany, Clinton, Essex, Fulton, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

### PARTIAL COUNTIES

Madison: Madison Only the towns of: Brookfield, Hamilton, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida

Oneida: Entire county except the towns of: Camden, Florence, and Vienna.

### WAGES

Per hour

	07/01/2021	01/01/2022
Mechanic	\$ 49.10	\$ 50.78
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

Four (4), ten (10) hour days may be worked for New Construction and Modernization Work at straight time during a week, Monday thru Thursday or Tuesday thru Friday.

\*\*\*Four (4), ten (10) hour days are not permitted for Contract Work/Repair Work

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

### SUPPLEMENTAL BENEFITS

Per hour

	07/01/2021	01/01/2022
Journeyman/Helper	\$ 35.825*	\$ 36.885*

(\*)Plus 6% of hourly rate, if less than 5 years of service. Plus 8% of hourly rate, if more than 5 years of service.

### OVERTIME PAY

See (D, O) on OVERTIME PAGE

### HOLIDAY

Paid: See (5, 6, 15, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

### REGISTERED APPRENTICES

Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50%	55 %	65 %	70 %	80 %

(\*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits - per hour worked:

Same as Journeyperson/Helper

1-35

**Glazier**

**04/01/2022**

**JOB DESCRIPTION** Glazier

**DISTRICT 1**

### ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

### WAGES

Per hour

	07/01/2021	5/01/2022 Additional
Glazier Base Wage	\$ 30.85	\$ 1.75
	+ additional \$3.60 per hour for all hours worked	
High Work Base Wage*	33.15	1.50
	+ additional \$3.60 per hour for all hours worked	

(\*)When working on Swing Stage or Lift 100 feet or more in height, measured from the ground level up.

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

### SUPPLEMENTAL BENEFITS

Per hour

Journeyman	\$ 20.46
Journeyman	
High Work	26.46

### OVERTIME PAY

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

Premium is applied to the respective base wage only.

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT WORK OR SINGLE IRREGULAR SHIFTS STARTING BETWEEN THE HOURS LISTED BELOW:

4:00pm to 6:30am:	ADDITIONAL 12.5% TO APPLICABLE WAGE RATE AND SUPPLEMENTAL BENEFIT
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### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If any of the holidays are designated by federal law to be celebrated on a day other than that on which they regularly fall, then the holiday shall be celebrated on the day set by said federal law as if the day on which the holiday is celebrated was actually the holiday date.

### REGISTERED APPRENTICES

Wages per hour

Apprentice Glazier 1500 hr. terms at the following percentage of Journeymans base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%

+ additional \$3.60 per hour for all hours worked for all terms

Apprentice Glazier Hi-Work 1500 hr. terms at the following percentage of Journeymans Hi-Work base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%

+ additional \$3.60 per hour for all hours worked for all terms

Supplemental Benefits per hour worked

Apprentice	
1st term	\$ 16.79
2nd-4th term	20.46
Apprentice High Work	
1st term	20.09
2nd-4th term	26.46

1-201

## Insulator - Heat & Frost

04/01/2022

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT** 1

### ENTIRE COUNTIES

Albany, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren, Washington

### WAGES

Wages per hour 07/01/2021

Asbestos Worker*	\$ 37.12
Insulator*	37.12
Firestopping Worker*	31.55

(\*)On Mechanical Systems only.

On government mandated shift work additional 12% of wage for all shifts starting after 3:30 P.M.

### SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$ 23.20

### OVERTIME PAY

See (\*B1, \*\*Q) on OVERTIME PAGE

\*B1=Double time begins after 10 hours on Saturday

\*\*Q=Triple time on Labor Day if worked.

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When a holiday falls on Sunday the following Monday shall be observed as the holiday.

### REGISTERED APPRENTICES

Wages per hour

one year terms at the following percentage of Journeyperson's wage.

1st	2nd	3rd	4th
60 %	70 %	80 %	90 %

Supplemental Benefits per hour worked:

Apprentices \$ 23.20

1-40

## Ironworker

04/01/2022

**JOB DESCRIPTION** Ironworker

**DISTRICT** 1

### ENTIRE COUNTIES

Albany, Clinton, Columbia, Delaware, Essex, Greene, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

### PARTIAL COUNTIES

Fulton: Only the Townships of Broadalbin, Mayfield, Northampton, Perth, Bleecker and Johnstown.

Hamilton: Only the Townships of Hope, Benson and Wells.

Montgomery: Only the Townships of Florida, Amsterdam, Charleston, Glen, Mohawk and Root.

Otsego: Only the Towns of Unadilla, Butternuts, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worchester.

## WAGES

Wages 07/01/2021  
Per hour

Ornamental	\$ 32.65
Reinforcing	32.65
Rodman	32.65
Structural & Precast	32.65
Mover/Rigger	32.65
Fence Erector	32.65
Stone Derrickman	32.65
Sheeter	32.90
Curtain Wall Installer	32.65
Metal Window Installer	32.65

## SUPPLEMENTAL BENEFITS

Per hour

JOURNEYPERSON \$ 30.49

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTWORK:

1st Shift	6:00 AM to 2:00 PM	REGULAR RATE
2nd Shift	2:00 PM to 7:00 PM	REGULAR RATE PLUS 10%
3rd Shift	7:00 PM to 12:00 AM	REGULAR RATE PLUS 15%

THE FOLLOWING RATE WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SINGLE IRREGULAR SHIFTS:

Shift Starting 4:30 PM to 12:00 AM	REGULAR RATE PLUS 10%
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## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

## REGISTERED APPRENTICES

Wages per hour

ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

07/01/2021

1st year	\$ 19.50
2nd year	21.50
3rd year	23.50
4th year	25.20

Supplemental Benefits per hour worked

1st year	\$ 11.50
2nd year	22.92
3rd year	24.54
4th year	26.18

1-12

## Ironworker

04/01/2022

**JOB DESCRIPTION** Ironworker

**DISTRICT** 7

## ENTIRE COUNTIES

Franklin, Herkimer, Lewis, Oneida, St. Lawrence

## PARTIAL COUNTIES

Chenango: Only the Townships of Columbus, New Berlin, North Norwich, Plymouth, Sherburne and Smyrna.

Fulton: Only the Townships of Caroga, Ephratah, Oppenheim, Stratford.

Hamilton: Only the Townships of Arietta, Indian Lake, Inlet, Lake Pleasant, Long Lake and Morehouse.

Jefferson: Only the Townships of Antwerp, Champion, Philadelphia and Wilna.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Madison, Oneida and Stockbridge.

Montgomery: Only the Townships of Canajoharie, Minden, Palatine and St. Johnsville.

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

### WAGES

Per hour: 07/01/2021

Structural/Reinforcing	\$ 30.50
Mach. Mover/Ornamental	30.50
Stone Derrickman	30.50
Chain Link Fence	30.50
Sheeter Ironworker	30.50
Pre-Engineered Building	30.50
Window Erector	30.50
Precast Erector	30.50
Welder	30.50

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 29.72

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday which occurs on Sunday shall be observed the following Monday.

### REGISTERED APPRENTICES

WAGES per hour: 1500 hour terms at the following wage.

1-1500hrs	\$ 19.50
1501-3000hrs	21.50
3001-4500hrs	23.50
4501-6000hrs	25.50

SUPPLEMENTAL BENEFITS per hour:

1-1500hrs	\$ 12.53
1501-3000hrs	20.34
3001-4500hrs	24.45
4501-6000hrs	22.57

7-440

### Laborer - Building

04/01/2022

**JOB DESCRIPTION** Laborer - Building

**DISTRICT** 1

### ENTIRE COUNTIES

Schenectady, Schoharie

### PARTIAL COUNTIES

Fulton: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown, Broadalbin and Perth.

Montgomery: Only the Townships of Mohawk, Glen, Charleston, Amsterdam, and Florida.

Saratoga: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau, South Glens Falls, Providence, Greenfield, Wilton, Galway, Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park.

### WAGES

Per hour

07/01/2021

Group #1:

All Classifications \$ 32.79  
except as noted in  
Groups 2 & 3

Group #2:

Blaster, Drilling equipment  
only where a separate air  
compressor unit supplies power,  
Metal formsetter (sidewalk),



Well pointing & Laser  
operator \$ 33.29

Group #3:  
Handling of Asbestos  
or Toxic Materials \$ 34.14

#### **SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 22.61

#### **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 basic hourly wage.

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

Supplemental Benefits per hour worked

Apprentices 07/01/2021  
\$ 22.61

1-157

### **Laborer - Building**

**04/01/2022**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 1**

#### **ENTIRE COUNTIES**

Hamilton, Herkimer, Madison, Oneida

#### **PARTIAL COUNTIES**

Fulton: Only the Townships of Stratford, Oppenheim, Caroga and Ephratah

Montgomery: Only the Townships of Minden, St. Johnsville, Canajoharie, Palatine and Root

#### **WAGES**

GROUP #1: Basic

GROUP #2: Pipe Layer, Mortar Mixer, Walk behind Mortar Buggy and Power Lift

GROUP #3: Wagon Drill(Where separate air compressor unit supplies power.)

GROUP #4: Blaster, Formsetter, Riding Mortar Buggy

GROUP #5: Hazardous Waste Removal

GROUP #6: Asbestos and Lead Removal

WAGES per hour: 07/01/2021

Building Laborer:

Group # 1	\$ 24.95
Group # 2	25.10
Group # 3	25.35
Group # 4	25.45
Group # 5	26.45
Group # 6	26.45

#### **SUPPLEMENTAL BENEFITS**

Per hour:

07/01/2021

All groups \$ 24.39

#### **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 Journeyperson's basic hourly wage.

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

Supplemental Benefits per hour worked

Apprentices 07/01/2021  
\$ 24.39

1-190z2B

## **Laborer - Heavy&Highway**

04/01/2022

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT** 1

### **ENTIRE COUNTIES**

Schenectady, Schoharie

### **PARTIAL COUNTIES**

Fulton: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown, Broadalbin and Perth.

Montgomery: Only the Townships of Mohawk, Glen, Charleston, Amsterdam, and Florida.

Saratoga: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau, South Glens Falls, Providence, Greenfield, Wilton, Galaway, Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park

### **WAGES**

GROUP # A:

Basic, Drill Helper, Flagman, Outboard and Hand Boats.

GROUP # B:

Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steelmesh, 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, Water Pump Operators (1-1/2" and Single Diaphragm) Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

GROUP # C:

Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, Acetylene Torch Operators, Asphalt Paver/Raker and Powderman.

GROUP # D:

Blasters, Metal Form Setters (sidewalk), Stone or Granite Curb Setters.

GROUP # E:

Employees performing hazardous waste removal, lead abatement and removal, or asbestos abatement and removal on a State and/or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection.

WAGES per hour 07/01/2021

Group # A	\$ 34.60
Group # B	34.80
Group # C	35.00
Group # D	35.20
Group # E	36.60

All employees who work a single irregular work day that starts from 5:00 pm to 1:00 am on a governmental mandated night shift shall be paid an additional \$2.50 per hour.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

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

### **SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 25.74

### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

### **HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay.

## REGISTERED APPRENTICES

Wages per hour

1000 HOUR TERMS AT THE FOLLOWING PERCENTAGE OF JOURNEYMAN'S BASE WAGE

1ST	2ND	3RD	4TH
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

Apprentices	07/01/2021 \$ 25.74
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1-157h/h

## Laborer - Heavy&Highway

04/01/2022

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT** 1

### ENTIRE COUNTIES

Hamilton, Herkimer, Madison, Oneida

### PARTIAL COUNTIES

Fulton: Only Townships of Stratford, Oppenheim, Caroga and Ephratah

Montgomery: Only Townships of Minden, St. Johnsville, Canajoharie, Palatine and Root.

### WAGES

GROUP # A: Basic, Drill Helper, Flagman, Outboard and Hand Boats.

GROUP # B: Bull Float, Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of all SteelMash, 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, Water Pump 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.

GROUP # C: Rock or Drilling Machine Operators (only where a separate air compressor unit supplies power), Acetylene Torch Operators, Asphalt Raker and Powderman.

GROUP # D: Blasters, Form Setters (prefab curb radius), Stone or Granite Curb Setters.

GROUP # E: Employees performing hazardous waste removal, lead abatement and removal, or asbestos abatement and removal on a State and/or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection.

Per hour:	07/01/2021
Heavy/Highway Laborer:	
GROUP # A	\$ 33.15
GROUP # B	33.35
GROUP # C	33.55
GROUP # D	33.75
GROUP # E	35.15

All employees who work a single irregular work day that starts from 5:00 pm to 1:00 am on a governmental mandated night shift shall be paid an additional \$2.50 per hour.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

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

### SUPPLEMENTAL BENEFITS

Per hour:	\$ 27.19
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### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

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

Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay.

## REGISTERED APPRENTICES

Wages per hour

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

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

SUPPLEMENTAL BENEFITS per hour worked

Apprentices \$ 27.19

1-190z2H/H

## Laborer - Tunnel

04/01/2022

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT 1**

## ENTIRE COUNTIES

Albany, Fulton, Hamilton, Herkimer, Madison, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

## WAGES

Class 1: All support laborers/sandhogs working above the shaft or tunnel

Class 2: All laborers/sandhogs working in the shaft or tunnel

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

Class A: Mole nipper, powder handler, changehouse attendant and top laborer, Air spade, jackhammer, pavement breaker, Top bell, Bottom bell, side or roofbelt driller, maintenance men, burners, block layers, rodmen, caulkers, miners helper, trackmen, nippers, derailmen, electrical cablemen, hosemen, groutmen, gravelmen, form workers, movers and shaftmen, conveyor men.

Class B: Powder monkey, Blasters, ironmen and cement worker, miner, welder, heading driller, steel erectors, piledriver, rigger

Per Hour

07/01/2021

07/01/2022

\*For projects bid on or after May 1, 2019

Class 1	\$ 42.00	\$ 43.50
Class 2	44.00	45.50
Class 4	46.25	47.75
Class 5	37.15	38.25

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

\*For projects bid on or before April 30, 2019

Class A	\$ 38.80
Class B	39.80

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 2.00 an hour.

## SUPPLEMENTAL BENEFITS

Per hour

\*For projects bid on or after May 1, 2019

Journeyman	\$ 26.50	\$ 27.50
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\*For projects bid on or before April 30, 2019

Journeyman	\$ 26.50
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## OVERTIME PAY

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

## HOLIDAY

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

Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

Note: If the holiday falls on a Sunday, it will be celebrated on Monday.  
If the holiday falls on a Saturday, it will be celebrated on Friday.

## REGISTERED APPRENTICES

FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and Location where the work is to be performed.

1-190/157T

### Lineman Electrician

04/01/2022

#### 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)

	07/01/2021	05/02/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 54.70	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	54.70	56.00	57.40	58.90
Welder, Cable Splicer	54.70	56.00	57.40	58.90
Digging Mach. Operator	49.23	50.40	51.66	53.01
Tractor Trailer Driver	46.50	47.60	48.79	50.07
Groundman, Truck Driver	43.76	44.80	45.92	47.12
Equipment Mechanic	43.76	44.80	45.92	47.12
Flagman	32.82	33.60	34.44	35.34

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

Lineman, Technician	\$ 54.70	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	54.70	56.00	57.40	58.90
Cable Splicer	60.17	61.60	63.14	64.79
Certified Welder -				
Pipe Type Cable	57.44	58.80	60.27	61.85
Digging Mach. Operator	49.23	50.40	51.66	53.01
Tractor Trailer Driver	46.50	47.60	48.79	50.07
Groundman, Truck Driver	43.76	44.80	45.92	47.12
Equipment Mechanic	43.76	44.80	45.92	47.12
Flagman	32.82	33.60	34.44	35.34

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

Lineman, Tech, Welder	\$ 56.02	\$ 57.32	\$ 58.72	\$ 60.22
Crane, Crawler Backhoe	56.02	57.32	58.72	60.22
Cable Splicer	61.62	63.05	64.59	66.24
Certified Welder -				
Pipe Type Cable	58.82	60.19	61.66	63.23
Digging Mach. Operator	50.42	51.59	52.85	54.20
Tractor Trailer Driver	47.62	48.72	49.91	51.19
Groundman, Truck Driver	44.82	45.86	46.98	48.18
Equipment Mechanic	44.82	45.86	46.98	48.18
Flagman	33.61	34.39	35.23	36.13

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

Lineman, Tech, Welder	\$ 57.21	\$ 58.51	\$ 59.91	\$ 61.41
Crane, Crawler Backhoe	57.21	58.51	59.91	61.41
Cable Splicer	57.21	58.51	59.91	61.41
Digging Mach. Operator	51.49	52.66	53.92	55.27
Tractor Trailer Driver	48.63	49.73	50.92	52.20
Groundman, Truck Driver	45.77	46.81	47.93	49.13
Equipment Mechanic	45.77	46.81	47.93	49.13
Flagman	34.33	35.11	35.95	36.85

Additional \$1.00 per hour for entire crew when a helicopter is used.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

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

#### SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	\$25.40 *plus 7% of hourly wage	\$ 25.90 *plus 7% of hourly wage	\$ 26.40 *plus 7% of hourly wage	\$ 26.90 *plus 7% of hourly wage
Journeyman Lineman or Equipment Operators with Crane License	\$ 26.40 *plus 7% of hourly wage	\$ 27.90 *plus 7% of hourly wage	\$ 29.40 *plus 7% of hourly wage	\$ 30.90 *plus 7% of hourly wage

\*The 7% is based on the hourly wage paid, straight time or premium time.

#### OVERTIME PAY

See (B, E, Q,) on OVERTIME PAGE. \*Note\* Double time for all emergency work designated by the Dept. of Jurisdiction.

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

#### HOLIDAY

Paid	See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime	See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

#### REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

07/01/2021	05/02/2022	05/01/2023	05/06/2024
\$25.40 *plus 7% of hourly Wage	\$ 25.90 *plus 7% of hourly wage	\$ 26.40 *plus 7% of hourly wage	\$ 26.90 *plus 7% of hourly wage

\*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249a

**Lineman Electrician - Teledata**

**04/01/2022**

**JOB DESCRIPTION** Lineman Electrician - Teledata

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:

For outside work, stopping at first point of attachment (demarcation).  
07/01/2021

Cable Splicer	\$ 34.78
Installer, Repairman	\$ 33.01
Teledata Lineman	\$ 33.01
Tech., Equip. Operator	\$ 33.01
Groundman	\$ 17.50

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

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 5.14
	*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

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

**HOLIDAY**

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

6-1249LT - Teledata

**Lineman Electrician - Traffic Signal, Lighting**

**04/01/2022**

**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, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/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:	07/01/2021	05/02/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 47.15	\$ 48.19	\$ 49.32	\$ 50.54
Crane, Crawler Backhoe	47.15	48.19	49.32	50.54
Certified Welder	49.51	50.60	51.79	53.07
Digging Machine	42.44	43.37	44.39	45.49
Tractor Trailer Driver	40.08	40.96	41.92	42.96
Groundman, Truck Driver	37.72	38.55	39.46	40.43
Equipment Mechanic	37.72	38.55	39.46	40.43
Flagman	28.29	28.91	29.59	30.32

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM	REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM	REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM	REGULAR RATE PLUS 31.4%

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

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

### SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	\$25.40 *plus 7% of hourly Wage	\$ 25.90 *plus 7% of hourly wage	\$ 26.40 *plus 7% of hourly wage	\$ 26.90 *plus 7% of hourly wage
Journeyman Lineman or Equipment Operators with Crane License	\$ 26.40 *plus 7% of hourly wage	\$ 27.90 *plus 7% of hourly wage	\$ 29.40 *plus 7% of hourly wage	\$ 30.90 *plus 7% of hourly wage

\*The 7% is based on the hourly wage paid, straight time or premium time.

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE. \*Note\* Double time for all emergency work designated by the Dept. of Jurisdiction.

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

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

### HOLIDAY

Paid: See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.

Overtime: See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

### REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

07/01/2021	05/02/2022	05/01/2023	05/06/2024
\$25.40 *plus 7% of hourly Wage	\$ 25.90 *plus 7% of hourly wage	\$ 26.40 *plus 7% of hourly wage	\$ 26.90 *plus 7% of hourly wage



\*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249a-LT

**Lineman Electrician - Tree Trimmer**

**04/01/2022**

**JOB DESCRIPTION** Lineman Electrician - Tree Trimmer

**DISTRICT** 6

**ENTIRE COUNTIES**

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

**WAGES**

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

Per hour:	07/01/2021	01/02/2022	12/31/2023
Tree Trimmer	\$ 27.36	\$ 28.25	\$ 29.80
Equipment Operator	24.19	24.98	26.35
Equipment Mechanic	24.19	24.98	26.35
Truck Driver	20.15	20.80	21.94
Groundman	16.59	17.13	18.07
Flag person	12.50*	12.50*	13.03*

\*NOTE: Subject to change due to any minimum wage increases. Rate effective 12/31/2021: \$13.20

**SUPPLEMENTAL BENEFITS**

Per hour worked (but also required on non-worked holidays):

Journeyman	\$ 9.98	\$ 10.23	\$ 10.48
	*plus 3% of hourly wage	*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

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

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

Paid: See (5, 6, 8, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.

All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

**Mason - Building**

**04/01/2022**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 12

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**WAGES**

Per hour	07/01/2021
Tile/Marble/Terrazzo	
Setter	\$ 36.21
Finisher	28.22

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

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

## SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setter	\$ 21.13
Journeyman Finisher	18.27

## 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

Hour Terms at the following percentage of Journeyman's wage

Setter:	
1st term 0-500 hrs	60%
2nd term 501-1500 hrs	70%
3rd term 1501-2500 hrs	80%
4th term 2501-3500 hrs	85%
5th term 3501-4500 hrs	90%
6th term 4501-6000 hrs	95%

Finisher:	
1st term 0-500 hrs	70%
2nd term 501-1500 hrs	80%
3rd term 1501-2500 hrs	90%
4th term 2501-3700 hrs	95%

Supplemental Benefits per hour worked

07/01/2021

Setter:	
1st term 0-500 hrs	\$ 12.48
2nd term 501-1500 hrs	12.48
3rd term 1501-2500 hrs	16.81
4th term 2501-3500 hrs	16.81
5th term 3501-4500 hrs	18.96
6th term 4501-6000 hrs	21.13

Finisher:	
1st term 0-500 hrs	\$ 11.82
2nd term 501-1500 hrs	11.82
3rd term 1501-2500 hrs	15.05
4th term 2501-3700 hrs	15.05

12-2TS.1

## Mason - Building

04/01/2022

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 12

## ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

## PARTIAL COUNTIES

Warren: Only the Townships of Bolton, Lake George, Lake Luzerne, Queensbury, Stony Creek, Thurman & Warrensburg.

## WAGES

Per hour 07/01/2021

Bricklayer	\$ 38.69
Cement Mason(Bldg)	38.69
Plasterer/Fireproofing*	38.69
Pointer/Caulker/Cleaner	38.69
Stone Mason	38.69
Acid Brick	39.19

(\*)Fireproofing of Structural only.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

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

### SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 22.28

### OVERTIME PAY

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

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

### REGISTERED APPRENTICES

Wages per hour

750 hour terms at the following percentage of Journey's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

All Terms \$ 22.28

12-2b.1

### Mason - Heavy&Highway

04/01/2022

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 12

### ENTIRE COUNTIES

Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

### PARTIAL COUNTIES

Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 1-2h/h on.

### WAGES

Per hour

07/01/2021

Mason &  
Bricklayer \$ 39.91

Additional \$1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

### SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman  
\$ 21.13

### OVERTIME PAY

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

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, the Monday following shall constitute the day of the legal holiday.

### REGISTERED APPRENTICES

Wages per hour

750 HR TERMS at the following percent of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

0 to 500 Hours \$ 12.73

All Other 20.79

12-2hh.1

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**Millwright****04/01/2022**

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**JOB DESCRIPTION** Millwright**DISTRICT 2****ENTIRE COUNTIES**

Albany, Chenango, Delaware, Fulton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie

**WAGES**

Per hour: 07/01/2021

Building	\$ 33.65
Heavy & Highway	35.65

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwrights rate provided he/she is directed to perform certified welding.

- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour for Building work.

- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional \$2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.

- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.

- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 25.39

**OVERTIME PAY**

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

\*Note - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

**REGISTERED APPRENTICES**

Wages per hour:

(1)year terms at the following percentage of journeymans rate.

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour:

Apprentices:

1st term	\$ 11.91
2nd term	21.34
3rd term	22.70
4th term	24.04

2-1163.1

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**Operating Engineer - Building****04/01/2022**

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**JOB DESCRIPTION** Operating Engineer - Building**DISTRICT 1****ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**PARTIAL COUNTIES**

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

## WAGES

### CLASS A1:

Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirllies, dragline, boom trucks over 5 tons.

### CLASS A:

Shovel, all Excavators (including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

### CLASS B:

Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacuum machine (mounted or towed).

### CLASS C:

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps.

\* In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

### WAGES per hour

	07/01/2021	07/01/2022
Class # A1	\$ 46.71	\$ 47.81
Class # A	46.22	47.32
Class # B	45.20	46.30
Class # C	42.30	43.40

Additional \$0.50 per hr for Tower Cranes.

Additional \$1.25 per hr for Cranes with Boom length & jib 150ft. and over.

Additional \$2.25 per hr for Cranes with Boom length & jib 200ft. and over.

Additional \$2.50 per hr over B rate for Nuclear Leader work.

Additional \$0.40 per hr for tunnel or excavation of shaft 40' or more deep.

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

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

## SUPPLEMENTAL BENEFITS

### Per hour

	07/01/2021	07/01/2022
Journeyman	\$ 29.40	30.55

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday.

Employees who work a designated holiday shall be paid double time plus 8 hours of straight time.

## REGISTERED APPRENTICES

### Wages per hour

1000 hours terms at the following percentage of Journeyperson's wage Class B

1st	2nd	3rd	4th
-----	-----	-----	-----

60% 70% 80% 90%

Supplemental Benefits per hour worked

07/01/2021

07/01/2022

All terms

\$ 24.70

25.85

1-158 Alb

## Operating Engineer - Heavy&Highway

04/01/2022

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

**DISTRICT** 1

### ENTIRE COUNTIES

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schoenectady, Schoharie, Tioga, Warren, Washington

### PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

### WAGES

#### CLASSIFICATION A:

Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck, GPS operated Bull Dozer, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

#### CLASSIFICATION B:

Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mini Excavator (under 18,000 lbs.), Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Prentice Loader, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacuum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder, Winch, Winch Cat

#### CLASSIFICATION C:

A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunit Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Insertter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

07/01/2021

07/01/2022

Master Mechanic

\$ 49.43

\$ 51.03

Class A\*

47.82

49.42

Class B

46.91

48.51

Class C	44.34	45.94
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Additional \$2.50 per hour for All Employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.  
Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

(\*) Premiums for CRANES is based upon Class A rates with the following premiums:

- Additional \$4.00 per hr for Tower Cranes, including self erecting.
- Additional \$3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.
- Additional \$2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

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

### SUPPLEMENTAL BENEFITS

Per hour

Journey person	\$ 29.60	\$ 30.75
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### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay.

### REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journey person's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked

	07/01/2021	07/01/2022
All Terms	\$ 25.00	\$ 26.15

1-158H/H Alb

### Operating Engineer - Survey Crew

04/01/2022

**JOB DESCRIPTION** Operating Engineer - Survey Crew

**DISTRICT** 12

### ENTIRE COUNTIES

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

### PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

### WAGES

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

**SURVEY CLASSIFICATIONS:**

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2021

Party Chief	\$ 45.84
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Instrument Person	42.11
Rod Person	31.21

Additional \$3.00/hr. for Tunnel Work  
Additional \$2.50/hr. for Hazardous Work Site

#### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 27.20

#### OVERTIME PAY

See (B, E, P, \*X) on OVERTIME PAGE

\*Note: \$23.60/Hr. Only for "ALL" premium hours paid when worked.

#### HOLIDAY

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

#### REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2021

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 18.73 / PHP \$16.53
1001-2000	21.85 / " 18.95
2001-3000	24.97 / " 21.43

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

#### Operating Engineer - Survey Crew - Consulting Engineer

04/01/2022

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

**DISTRICT** 12

#### ENTIRE COUNTIES

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

#### PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

#### WAGES

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

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2021

Party Chief	\$ 45.84
Instrument Person	42.11
Rod Person	31.21

Additional \$3.00/hr. for Tunnel Work.

Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

#### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 27.20



## OVERTIME PAY

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

\*Note: \$23.60/Hr. Only for "ALL" premium hours paid when worked.

## HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

## REGISTERED APPRENTICES

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2021

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 18.73 / PHP \$16.53
1001-2000	\$ 21.85 / " 18.95
2001-3000	\$ 24.97 / " 21.43

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

## Operating Engineer - Tunnel

04/01/2022

**JOB DESCRIPTION** Operating Engineer - Tunnel

**DISTRICT** 7

### ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schoenectady, Schoharie, Schuylar, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

### PARTIAL COUNTIES

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

### WAGES

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine (Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant (non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifier (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Insertor (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor

Per hour:	07/01/2021	07/01/2022
Master Mechanic	\$ 51.00	\$ 52.60
CLASS A	48.59	50.19
CLASS B	47.37	48.97
CLASS C	44.58	46.18
CLASS D	41.57	43.17

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection. Fringe benefits will be paid at the hourly wage premium.

#### CRANES:

Crane 1: All cranes, including self-erecting to be paid \$4.00 per hour over the Class A rate.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over to be paid \$3.00 per hour over Class A rate.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks, to be paid \$2.00 per hour over Class A rate.

Crane 1	\$ 52.59	\$ 54.19
Crane 2	51.59	53.19
Crane 3	50.59	52.19

#### SUPPLEMENTAL BENEFITS

Per hour:	\$ 22.80	\$ 23.70
	+ 9.10*	+ 9.35*

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

#### OVERTIME PAY

See (B, B2, E, Q, X) on OVERTIME PAGE

#### HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If a holiday falls on Sunday, it shall be observed on Monday.

#### REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyman's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

7-158-832TL.

<b>Painter</b>	<b>04/01/2022</b>
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#### JOB DESCRIPTION Painter

#### DISTRICT 1

#### ENTIRE COUNTIES

Albany, Essex, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

#### WAGES

Per hour	07/01/2021	05/01/2022 Additional
Painter\Wallcovers	\$ 30.49	\$ 1.45
Drywall Finishers	30.49	
Spray Rate	30.49	
Structural Steel*	31.49	

Lead Abatement	31.49
Lead Abatement on Structural Steel	32.49

(\*)Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate.

Bridge Painter  
See Bridge Painter rates for the following work:  
All Bridges and Tanks

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

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

#### SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$ 18.35

#### OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

THE FOLLOWING ADDITIONAL HOURLY RATE WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT(S) OR SINGULAR IRREGULAR SHIFT WHEN THE SHIFT STARTS BETWEEN THE HOURS LISTED BELOW:

2:30 PM to 6:00 AM PLUS \$1.00 TO APPLICABLE RATE\*

\*Additional \$1.00 is Not Subject to Overtime

#### HOLIDAY

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

Note: If the holiday falls on Sunday, it shall be observed on Monday.

#### REGISTERED APPRENTICES

Wages per hour

1000 hour terms at the following percentage of Journeyperson's base wage

1st	2nd	3rd	4th	5th	6th
45%	50%	60%	70%	80%	90%

Supplemental Benefits per hour

All Terms \$ 18.35

1-201-P

#### Painter - Bridge & Structural Steel

04/01/2022

**JOB DESCRIPTION** Painter - Bridge & Structural Steel

**DISTRICT** 8

#### ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

#### WAGES

Per Hour:

STEEL:

Bridge Painting:	07/01/2021	10/01/2021
	\$ 51.50	\$ 53.00
	+ 8.63*	+ 9.63*

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

NOTE: Generally, 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.

#### SHIFT WORK:

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

#### SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:	07/01/2021	10/01/2021
	\$ 10.90	\$ 10.90
	+ 30.00*	+ 30.60*

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

#### OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (4, 6) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms	07/01/2021	10/01/2021
1st year	\$ 20.60 + 3.45*	\$ 21.20 + 3.86*
2nd year	\$ 30.90 + 5.18*	\$ 31.80 + 5.78*
3rd year	\$ 41.20 + 6.90*	\$ 42.40 + 7.70*
Supplemental Benefits - Per hour:		
1st year	\$ .25 + 12.00*	\$ .25 + 12.24*
2nd year	\$ 10.90 + 18.00*	\$ 10.90 + 18.36*
3rd year	\$ 10.20 + 24.00*	\$ 10.90 + 24.48*

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

#### Painter - Line Striping

04/01/2022

**JOB DESCRIPTION** Painter - Line Striping

**DISTRICT** 8

#### ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

#### WAGES

Per hour:

Painter (Striping-Highway):	07/01/2021	07/01/2022
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Striping-Machine Operator*	\$ 30.32	\$ 31.53
Linerman Thermoplastic	36.93	38.34

Note: \* Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

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

#### SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2021	07/01/2022
Journeyworker:		
Striping Machine Operator:	\$ 10.03	\$ 10.03
Linerman Thermoplastic:	10.03	10.03

#### OVERTIME PAY

See (B, B2, E2, F, S) on OVERTIME PAGE

#### HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE  
Overtime: See (5, 20) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

One (1) year terms at the following wage rates:

	07/01/2021	12/31/2021	07/01/2022
1st Term*:	\$ 15.00	\$ 15.00	\$ 15.00
1st Term**:	14.00	15.00	15.00
1st Term***:	12.50	13.20	13.20
2nd Term:	18.19	18.19	18.92
3rd Term:	24.26	24.26	25.22

\*Bronx, Kings, New York, Queens, Richmond, and Suffolk counties

\*\*Nassau and Westchester counties

\*\*\*All other counties

Supplemental Benefits per hour:

1st term:	\$ 9.16	\$ 9.16	\$ 9.16
2nd Term:	9.16	9.16	10.03
3rd Term:	9.16	9.16	10.03

8-1456-LS

#### Painter - Metal Polisher

04/01/2022

**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

	07/01/2021
Metal Polisher	\$ 37.13
Metal Polisher*	38.23
Metal Polisher**	41.13

\*Note: Applies to New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

#### SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

Journeyworker:

All classification \$ 10.64

**OVERTIME PAY**

See (B, E, P, T) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

One (1) year term at the following wage rates:

07/01/2021

1st year	\$ 16.00
2nd year	17.00
3rd year	18.00

1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54

1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 7.39
2nd year	7.39
3rd year	7.39

8-8A/28A-MP

**Plumber**

**04/01/2022**

**JOB DESCRIPTION** Plumber

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie

**PARTIAL COUNTIES**

Hamilton: Only the Towns of Arietta, Benson, Hope, Inlet, Lake Pleasant, Morehouse and Wells.

Saratoga: Only the Towns of Charlton, Clifton Park, Galway, Halfmoon, Milton, Stillwater and Waterford and the city of Mechanicville.

**WAGES**

Per hour:

07/01/2021

Plumber:	
Pipefitter, Steamfitter	\$ 45.25

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman	\$ 27.74
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**OVERTIME PAY**

See (B1, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Whenever a Holiday falls on Saturday, the preceding day, Friday, shall be observed as the Holiday. If a Holiday falls on a Sunday, the following day, Monday shall be observed as the Holiday.

**REGISTERED APPRENTICES**

Wages per hour

One year terms at the following percentage of Journeyperson's wage.

1st	2nd	3rd	4th	5th
-----	-----	-----	-----	-----

45 %      55 %      65 %      75 %      90 %

Supplemental Benefits per hour:

Apprentices Indentured on or before April 30, 2019

All Terms      \$ 27.74

Apprentices Indentured on or after May 1st, 2019

Terms 1-3      \$ 22.54

Terms 4-5      \$ 27.74

1-7-SF

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**Roofer****04/01/2022**

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**JOB DESCRIPTION** Roofer

**DISTRICT** 1

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Warren, Washington

**WAGES**

Per hour

07/01/2021

Roofer/Waterproofer      \$ 32.05

Asphalt Cold Process      32.55

Fluid Applied Roof      32.55

Pitch & Asbestos      34.05

Shift Work:

On government mandated shift work starting after 12:00pm and before 4:00am workers shall be paid \$4.00 additional per hour

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman      \$ 21.52

**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 any Holiday falls on Saturday, the Friday before such Holiday shall be recognized as the legal Holiday. When a Holiday falls on Sunday, it shall be observed the following Monday.

**REGISTERED APPRENTICES**

Wages per hour

Apprentice terms at the following per cent of the Roofer/Waterproofer rate. For Pitch & Asbestos work, an additional \$2.00 must be paid in wages. For Asphalt Cold Process work and Fluid Applied Roof coating, an additional \$0.50 must be paid in the wages.

1st Term      58%  
1500 hrs.

2nd Term      74%  
1 yr. and 1500 hrs. as 1st term.

3rd Term      90%  
1 yr. and 1500 hrs. as 2nd term.

3rd Term complete at 1 yr and 1050 hrs. as 3rd term

Supplemental Benefits per hour worked

1st Term      \$ 19.94

2nd Term      20.37

3rd Term      20.85

1-241

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**Sheetmetal Worker****04/01/2022**

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**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT** 1

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**WAGES**

Per hour

07/01/2021

Sheetmetal Worker

\$ 35.16

All work requiring HAZWOPER Training additional \$1.00 per hour

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

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman

\$ 34.55

**OVERTIME PAY**

See ( B,E,E5,Q ) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When any holiday falls on Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

**REGISTERED APPRENTICES**

Wages per hour

6 Month Terms at the following rate:

1st term	\$ 19.55
2nd term	\$ 21.19
3rd term	\$ 22.02
4th term	\$ 22.84
5th term	\$ 21.57
6th term	\$ 22.64
7th term	\$ 24.43
8th term	\$ 26.22
9th term	\$ 28.01
10th term	\$ 29.79

Supplemental Benefits per hour

1st term	\$ 21.23
2nd term	\$ 21.83
3rd term	\$ 22.13
4th term	\$ 22.56
5th term	\$ 28.97
6th term	\$ 29.40
7th term	\$ 30.14
8th term	\$ 30.88
9th term	\$ 31.61
10th term	\$ 32.34

1-83

**Sprinkler Fitter**

**04/01/2022**

**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 07/01/2021

Sprinkler \$ 36.33  
Fitter

### SUPPLEMENTAL BENEFITS

Per hour

Journey person \$ 27.14

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

### REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 17.48	\$ 19.43	\$ 21.12	\$ 23.06	\$ 25.00	\$ 26.95	\$ 28.89	\$ 30.83	\$ 32.77	\$ 34.72

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.27	\$ 8.27	\$ 19.22	\$ 19.22	\$ 19.47	\$ 19.47	\$ 19.47	\$ 19.47	\$ 19.47	\$ 19.47

1-669

### Teamster - Building

04/01/2022

**JOB DESCRIPTION** Teamster - Building

**DISTRICT 1**

### ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

### PARTIAL COUNTIES

Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Lake George, Lake Luzerne and Queensbury.

### WAGES

GROUP # A:

Straight trucks, winch, transit mix on the site, road oilers, dump trucks, pick-ups, panel, water trucks, fuel trucks on the site (including nozzle).

GROUP # B:

Low boy or Low boy trailer, Euclids or similar equipment.

WAGES per hour

	07/01/2021	07/01/2022
Group A	\$ 28.52	\$ 29.02
Group B	28.82	29.32

### SUPPLEMENTAL BENEFITS

Per hour	07/01/2021	07/01/2022
Journey person	\$ 26.32	\$ 27.54

### OVERTIME PAY

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

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

1-294

### Teamster - Heavy&Highway

04/01/2022

**JOB DESCRIPTION** Teamster - Heavy&Highway

**DISTRICT** 1

**ENTIRE COUNTIES**

Albany, Columbia, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

**PARTIAL COUNTIES**

Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida

Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worchester.

Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Luzerne, Caldwell (Lake George), and Queensbury.

**WAGES**

**GROUP #1:**

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

**GROUP #2:**

Tandems and Batch Trucks, Mechanics, Dispatcher.

**GROUP #3:**

Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

**GROUP #4:**

Specialized Earth Moving Equipment, Euclid type, or similar off-highway,where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

**GROUP #5:**

Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

WAGES per hour 07/01/2021

Group #1	\$ 32.65
Group #2	32.71
Group #3	32.80
Group #4	32.93
Group #5	33.09

Hazardous waste projects that require a Level C or greater protection shall be paid an additional \$ 1.00 per hour.

All employees who work a single irregular work shift starting between 5pm and 1 am on governmental mandated night shifts shall be paid an additional \$1.50 per hour.

For work bid on or after April 1, 1995, there shall be a 12 month carryover of the last posted rate in effect at the time of the bid.

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

\$ 26.52  
+\$1.00 per\*  
hour worked

(\*) not applicable to paid holidays

**OVERTIME PAY**

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

**HOLIDAY**

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

1-294h/h

**Welder**

**04/01/2022**

**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 07/01/2021

Welder: To be paid the same rate of the mechanic performing the work.\*

\*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

**OVERTIME PAY**

**HOLIDAY**

1-As Per Trade

## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.  
Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( E4 ) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E5 ) Double time after 8 hours on Saturdays
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays
- ( S ) Two and one half times the hourly rate for Holidays

- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( T ) Triple the hourly rate for Holidays
- ( U ) Four times the hourly rate for Holidays
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.
- ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- ( 1 ) None
- ( 2 ) Labor Day
- ( 3 ) Memorial Day and Labor Day
- ( 4 ) Memorial Day and July 4th
- ( 5 ) Memorial Day, July 4th, and Labor Day
- ( 6 ) New Year's, Thanksgiving, and Christmas
- ( 7 ) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- ( 8 ) Good Friday
- ( 9 ) Lincoln's Birthday
- ( 10 ) Washington's Birthday
- ( 11 ) Columbus Day
- ( 12 ) Election Day
- ( 13 ) Presidential Election Day
- ( 14 ) 1/2 Day on Presidential Election Day
- ( 15 ) Veterans Day
- ( 16 ) Day after Thanksgiving
- ( 17 ) July 4th
- ( 18 ) 1/2 Day before Christmas
- ( 19 ) 1/2 Day before New Years
- ( 20 ) Thanksgiving
- ( 21 ) New Year's Day
- ( 22 ) Christmas
- ( 23 ) Day before Christmas
- ( 24 ) Day before New Year's
- ( 25 ) Presidents' Day
- ( 26 ) Martin Luther King, Jr. Day
- ( 27 ) Memorial Day
- ( 28 ) Easter Sunday

( 29 )      Juneteenth



New York State Department of Labor - Bureau of Public Work  
State Office Building Campus  
Building 12 - Room 130  
Albany, New York 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)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University  
Construction Fund

☐ 05 Mental Hygiene  
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,  
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State  
(Describe)

3. SEND REPLY TO ☐ (check if new or change)  
Name and complete address:

Telephone:( )

Fax: ( )

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR  
THIS PROJECT :

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

5. Project Title \_\_\_\_\_

Description of Work \_\_\_\_\_

Contract Identification Number \_\_\_\_\_

Note: For NYS units, the OSC Contract No. \_\_\_\_\_

6. Location of Project:  
Location on Site \_\_\_\_\_

Route No/Street Address \_\_\_\_\_

Village or City \_\_\_\_\_

Town \_\_\_\_\_

County \_\_\_\_\_

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

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.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

**Debarment Database:** To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

**For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322**

**NYSDOL Bureau of Public Work Debarment List    03/22/2022**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DOL		ARVINDER ATWAL		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC	*****5532	ATWAL MECHANICALS, INC		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****2591	AVI 212 INC.		260 CROPEY AVENUE APT 11BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****0225	C&D LAFACE CONSTRUCTION, INC.		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025

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DOL	DOL	****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	****1143	CARMODY BUILDING CORP	CARMODY CONTRACTING AND CARMODY CONTRACTING CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC		CHARLES ZAHRAKKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANO A/K/A CHRIS PAPASTEFANO		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022

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DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DUARTE LOPES		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	NYC		FRANK MAINI		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		GIOVANNI LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIT NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIT NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026

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DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN LUCIANO			05/14/2018	05/14/2023
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JOSEPH FOLEY		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022

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DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	*****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN "MIKKI" DRAKE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023

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DOL	DOL	****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DA	****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLEN TOWN PA 18104	09/17/2020	09/17/2025
DOL	DOL	****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL	****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC	****4532	PROFESSIONAL PAVERS CORP.		66-05 WOODHAVEN BLVD. REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	AG	****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DA	****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	****9148	RICHARD TIMIAN	RICH T CONSTRUCTION	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBY BISSERAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023

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DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		SANDEEP BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	*****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	NYC	*****5863	SUKHMANY CONSTRUCTION, INC.		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022



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DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTION	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTING, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	*****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

# INCORPORATION OF NYSDOT STANDARD SPECIFICATIONS

## NYSDOT STANDARD SPECIFICATIONS

- Except as modified herein, the current Edition of the Standard Specifications, Construction and Materials (Section 100 and Sections 200-700) issued by the New York State Department of Transportation, Office of Engineering, including all revisions and addenda issued by NYSDOT prior to the date the Notice to Bidders is advertised, hereinafter referred to as the NYSDOT Standard Specifications, shall govern the work to be done where referred to on the plans and in these specifications. If a conflict exists between the NYSDOT Standard Specifications and these Contract Documents, the NYSDOT Standard Specification shall govern.

## BASIC MODIFICATIONS

- Where the NYSDOT is mentioned in any capacity (including, but not limited to, Department, State, Commissioner of Transportation, DOT, or Director(s) of its subdivisions) as an approving authority with regard to materials, fabrication, inspections or other approvals, the approving authority shall be changed to the OWNER. This change shall be made in all of the documents pertaining to this contract.
- Unless otherwise described in the Contract Documents, neither the State of New York nor the NYSDOT are parties to this agreement.
- Where the Deputy Chief Engineer (DCE) for any department is mentioned as an approving authority, the approving authority shall be changed to the “Engineer of Record” defined as the Engineer that has signed and sealed construction plans and specifications.
- In the Materials subheadings of the Technical Specifications of the contract documents and the latest edition of the NYSDOT Standard Specifications, the following shall apply:
  - Any references to materials testing by the Department or its representative shall be interpreted to mean by the Contractor, the Owner or its representative. This interpretation also applies to any testing or sampling to be obtained in the presence of a Department representative.
- Any reference to NYSDOT Standard Specifications is limited in scope to technical engineering and construction work, materials, details, procedures, etc. All references to the State or the NYSDOT or administrative officers or employees thereof are null and void with respect to legal or contractual responsibilities.

## **Post Award Forms**

**CHANGE ORDER**

NO. \_\_\_\_\_

PROJECT: \_\_\_\_\_

DATE OF ISSUANCE: \_\_\_\_\_ EFFECTIVE DATE: \_\_\_\_\_

OWNER: \_\_\_\_\_

OWNER'S Contract No. \_\_\_\_\_

CONTRACTOR \_\_\_\_\_ ENGINEER Greenman-Pedersen, Inc (GPI)

You are directed to make the following changes in the Contract Documents.

Description: \_\_\_\_\_

Reason for Change Order: \_\_\_\_\_

Attachments: \_\_\_\_\_

<b>CHANGE ORDER IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>
Original Contract Price:	Original Contract Times
\$ _____	Substantial Completion: _____ (days or dates)
Net changes from previous Change Orders No. _____ to _____	Net changes from previous Change Orders No. _____ to _____
\$ _____	\$ _____ days
Contract price prior to this Change Order:	Contract Times prior to this Change Order
\$ _____	Substantial Completion: _____
Net increase (decrease) of this Change Orders	Net increase (decrease) of this Change Orders
\$ _____	_____ days
Contract price with all approved Change Orders:	Contract Times with all approved Change Orders
\$ _____	Substantial Completion: _____

This change order represents full and complete compensation for all costs relative to the change itself and all other impacts on the project. Contractor hereby acknowledges that it has considered and priced into this change order impacts beyond the scope of the individual change order and waives all claims otherwise.

**RECOMMENDED:****APPROVED:****ACCEPTED:**

BY: \_\_\_\_\_ BY: \_\_\_\_\_ BY: \_\_\_\_\_  
 Engineer (Authorized Signature) Owner (Authorized Signature) Contractor (Authorized Signature)

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

**ACCEPTED:**

BY: \_\_\_\_\_  
 NYSDOT (Authorized Signature)

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

EJCDC NO. 1910-8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America

## NOTICE OF AWARD

Dated: \_\_\_\_\_, 20 \_\_\_\_

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

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

PROJECT: \_\_\_\_\_

OWNER's CONTRACT NO. \_\_\_\_\_

CONTRACT FOR \_\_\_\_\_

(Insert name of Contract as it appears in the Bidding Documents)

You are notified that your Bid dated \_\_\_\_\_, 20\_\_\_\_ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for \_\_\_\_\_

(Indicate total Work, alternates or sections or Work awarded)

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

[Insert appropriate data in re Unit Prices. Change language for Cost-Plus contracts.]

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

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

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by \_\_\_\_\_, 20\_\_\_\_.

1. You must deliver to the OWNER fully executed counterparts of the Agreement including all the Contract Documents. This includes the triplicate sets of Drawings. Each of the Contract Documents must bear your signature on (the cover) (every) page (pages\_\_\_\_\_).
2. You must deliver with the executed Agreement the contract Security (Bonds) as specified in the Instructions to Bidders (paragraph 18).

3. (List other conditions precedents).

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

Within ten days after you comply with the above conditions. OWNER will return to you one fully signed counterpart of the Agreement the Contract Documents attached.

\_\_\_\_\_  
(OWNER)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

#### ACCEPTANCE OF AWARD

\_\_\_\_\_  
(CONTRACTOR)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

COPY to ENGINEER  
(Use Certified Mail.  
Return Receipt Requested)

## NOTICE TO PROCEED

Dated: \_\_\_\_\_, 20 \_\_\_\_

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

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

PROJECT: \_\_\_\_\_

OWNER'S CONTRACT NO. \_\_\_\_\_

CONTRACT FOR \_\_\_\_\_

(Insert name of Contract as it appears in the Bidding Documents)

You are notified that the Contract Times under the above contract will commence to run on \_\_\_, 20\_\_\_. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion and completion and readiness for final payment are \_\_\_, 20\_\_\_ and \_\_\_, 20\_\_\_.

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

Also before you may start any Work at the site, you must (add other requirements)

\_\_\_\_\_  
(OWNER)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

### ACCEPTANCE OF AWARD

By: \_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

Copy to ENGINEER  
(Use Certified Mail,  
Return Receipt Requested)

## **Technical Specifications**



**GENERAL SPECIAL NOTES**  
**LEPPER ROAD (CR 20) ROADWAY WIDENING**

**A. EXISTING PRIVATE PROPERTY MARKERS:**

The Contractor's attention is directed to the fact that any existing iron pins, stakes, survey monuments or other markers defining property lines which may be disturbed during construction, shall be properly tied into fixed reference points before being disturbed and accurately reestablished to their proper position upon completion of the work. The cost of survey to tie and reestablish property marker locations shall be included in the lump sum price bid for item 625.01 – Survey and Stakeout.

**B. ITEM 625.01 – SURVEY AND STAKEOUT**

In addition to the proposed work required under Item 625.01 – Survey and Stakeout, the Contractor may also be required to provide for the specific layout of existing and proposed roadway boundaries for use by the utility companies if they are performing utility relocations within the Contract limits. The price bid for Item 625.01 – Survey and Stakeout, shall include all work necessary for the survey and stakeout required for the utility relocations.

**C. COORDINATION WITH EMERGENCY RESPONSE SERVICES:**

The volunteer emergency response services servicing this area shall be given a minimum of two (2) weeks advance notice of changes in all traffic patterns, including lane closures, necessary to meet construction requirements. Such other agencies including school districts, disaster relief, etc. shall be notified by published notice prior to the inception of any changes in the traffic patterns. The Contractor shall notify the Engineer in a timely manner of any changes in the traffic patterns so the Engineer can make advance notifications.

**D. COORDINATION WITH OTHER CONSTRUCTION CONTRACTS**

The Contractor shall be aware of any other construction contracts within the area which may be occurring along City, County or State highways. The Engineer will maintain contact with those projects. The Engineer shall coordinate closures between the projects. Any cost due to work modifications shall be included in other items of work.

**E. CONTRACTOR SUBMITTALS**

The Contractor shall include a Letter of Transmittal, which includes a uniquely identifiable transmittal number for each transmittal being sent, on all submittals to the County. All shop drawing transmittals shall also carry a uniquely identifiable transmittal number and letter from the Contractor.

**F. WINTER SHUTDOWN – N/A**

**G. MATERIAL STOCKPILES**

The Contractor shall not stockpile earth or other materials in a manner conducive to erosion, or in areas likely to cause high turbidity runoff during storm events. All exposed soils shall be re-vegetated in a timely manner to further reduce potential erosion effects.

**H. MATERIAL DISPOSAL**

The Contractor is advised there are potential disposal sites within the project available for disposal of excess material in coordination with the County. Any material stockpiled awaiting disposal shall be

**GENERAL SPECIAL NOTES**  
**LEPPER ROAD (CR 20) ROADWAY WIDENING**

stockpiled in upland areas and be suitably stabilized so that it cannot re-enter any waterway or wetland.

**I. EROSION CONTROL DEVICES**

The Contractor shall ensure that all synthetic erosion control devices, which are intended for temporary use during construction, are completely removed and properly disposed of after site stabilization has occurred. Only natural fiber materials, which will degrade over time, may be used as permanent measures, or if used temporarily may be abandoned in place.

**J. ITEM 610.1601 – TURF ESTABLISHMENT - ROADSIDE**

Seeding is required for long term stabilization as determined by the Engineer.

The Contractor's attention is alerted to the added requirements and stipulations of this Item. The price per square yard of Seed and Mulch – Temporary, includes all cost associated with being able to provide a quality mulch cover, spread in a uniform layer to protect the existing soil layer. Mulching of areas larger than 120 square yards must be completed using mechanical spreaders or blowers, and tacking of the mulch will be required to hold it in place.

Under no condition shall any area of unprotected erodible earth material exposed by clearing and grubbing, excavation, fill or other work within the ROW be left in an unprotected condition for a period greater than 2 days unless according to the Contractor's schedule submitted to the Engineer, the Contractor plans to resume work on that portion of the area within 14 days from which the activity temporarily ceased. However, any portion of an area on which clearing and grubbing, excavation, fill or other work within the ROW had permanently ceased shall be stabilized by either temporary or permanent means. The Contractor will also be aware of impending weather conditions and the need to apply mulch on areas that work is progressing in order to meet the requirements of Section 209 of the Standard Specifications.

Mulching on this project is the primary erosion prevention method to be used. It is included to satisfy permit conditions and other Regulations needed to complete the work proposed in this project. Mulching plays a major role in maintaining the water quality of water bodies and wetlands.

## **SPECIAL CONDITIONS**

1. **INSURANCE AND BONDS:**

The cost of required insurances and bonds and/or any other similar significant initial expense not paid for under any specific item specification shall be included in the unit prices bid for the various items in the Contract.

2. **MOBILIZATION:**

The cost of setting up necessary storage areas, sanitary and other facilities as required by local or state law or regulations shall be included in the unit price bid for the various items in the Contract.

3. **ITEM PAYMENT:**

Any or all work completed in the absence of a representative of the OWNER (inspection force), will be considered reason for non-payment of the aforementioned.

4. **FURNISHING WATER EQUIPMENT AND APPLYING WATER:**

Whenever the Specifications require applications of water, the cost of applying water and furnishing water equipment shall be included in the unit price bid for that specific item in the Contract.

5. **PINS:**

All R.O.W. and property line pins on the project, will become the responsibility of the contractor during the contract. If such pins are moved, damaged, or need to be replaced, it shall be the contractor's responsibility to have the pins replaced or reset by a licensed land surveyor. Pins shall be reset to the satisfaction of the Engineer and property owner.

6. **UTILITIES:**

The known structures, pavements, utilities, (above and below ground) and similar features located on or adjacent to the proposed work site are shown on the plans. Such information is shown for the convenience of the contractor but is not guaranteed to be complete or without error, the size and locations of structures and utilities may be inaccurate, and other obstructions may be encountered. Coordinate all work with the Montgomery County Highway Office.

7. HAULING:

The Contractor or Supplier of materials to the project site shall give prior notification to trucking agents as to the following limitations on quantities and haul route.

- A. 10 wheel dump truck - 20 Tons (Material)
- B. Tri-axle dump truck - 25 Tons (Material)
- C. Flow Body Trailer and/or Tri-axle Dump Trailer – 30 Tons (Material)
- D. All other equipment shall not exceed the NYSDOT maximum allowance of 40 Tons (Total Load).
- E. Haul route shall be submitted to the project engineer for approval prior to commencing work. No loaded trucks shall travel over newly placed asphalt.

Vehicles exceeding the aforementioned limitations and use of unapproved haul route will be subject to material rejection by the Engineer.

8. CLEAN-UP OPERATION:

The Contractor will be responsible for final clean-up of all asphalt material left on the project site by trucks and by the paving operations (joint material, spillage). Disposal shall be made in a manner approved by the project engineer.

9. SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the U.S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standard Act (PL 91-54), latest revisions.

In order to protect the general public and the lives and health of his employees under the Contract, the Contractor shall comply with all pertinent provisions of the latest issues of the Federal Register, Bureau of Labor Standards, Safety and Health Regulations; New York State Industrial Code Rule 30 pertaining to Tunneling Operations; New York State Industrial Code Rule 23 pertaining to Trenching Operations; and the “Manual of Accident Prevention in Construction” issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under this Contract. In the case of a conflict between the above noted authorities, the most stringent shall prevail.

The Contractor shall have on the project site at all times, while work is in progress, at least one person skilled in safety and health procedures and familiar with State and Federal safety and health regulations whose responsibility shall be to observe methods and procedures. He shall have the duty and authority to stop and/or correct all unsafe and unhealthy conditions.

10. SAFETY AND FIRST AID

The Contractor shall at all times exercise caution in his operations and shall be responsible for the safety and protection of all persons on or about the Site. All hazards shall be avoided or guarded in accordance with the provisions of the Manual of Accident Prevention in Construction of the AGCA, unless such provisions contravene local law. The safety provisions of all applicable laws, codes and ordinances shall be observed.

The Contractor shall provide and maintain at the Site, at each location where work is in progress, as part of his plant, an approved first aid kit. Ready access thereto shall be provided at all times when men are employed on the work.

The Contractor shall take due precautions against infectious diseases, and shall arrange for the immediate isolation and removal from the Site of any employee who becomes ill or is injured while engaged on the work.

11. PERMITS:

The project will be progressed under the NYSDEC SPDES General Permit For Storm Water Discharge GP-0-20-001. The Contractor shall perform the work in strict accordance with the terms and requirements of the permit.

The County may conduct a sweep survey of all waterways following completion of the Contractor's work to ascertain that the creek bottoms have been restored to their original depth. Any material requiring removal as a result of the sweep survey shall be removed by the Contractor at no additional cost to the Owner.

12. ITEM 201.06 – CLEARING & GRUBBING:

Prior to the commencement of the project Montgomery County crews have cut trees within the highway ROW. It shall be the Contractor's responsibility for removing and disposing of the stumps remaining and any existing stumps in the ROW under Item 201.06. Excavated stumps, wood debris will become the property of the Contractor and will be disposed of in a proper manor according to all state and local laws. Cost associated with any disposal shall be included in Item 201.06. The County may have a suitable stockpile area for these if requested by the Contractor.

13. ITEM 209.110601 – CHECK DAM (STONE):

Stone Check Dams shall include the cost of the stone fill (Item 620.03, excavation and removal of accumulated sediments during the construction contract.

14. ITEM 610.1601 – TURF ESTABLISHMENT

*Modify the NYSDOT Standard Specifications Section 610-2.03 to include the following:*  
Fertilizer – 713-03

*Add the following to the NYSDOT Standard Specifications Section 610-3.03:*  
Seeding and mulching of disturbed areas shall be completed within 14 calendar days following final grading of the disturbed area. In the event that a disturbed area will remain inactive for more than 21 calendar days before final grading can be accomplished, the disturbed area shall be temporarily seeded and mulched within 7 days of the start of the inactive period. Temporary seed can consist of 80 lbs/acre of 100% annual rye grass. Permanent seeding of temporarily seeded areas is still required.

*Modify the NYSDOT Standard Specifications Section 610-5.03 to reflect the following:*  
The unit price bid shall include the cost of all labor, materials and equipment including initial water, **fertilizer**, mulch and mulch anchorage as necessary to satisfactorily complete the work.

15. ITEM 625.01 – SURVEY OPERATIONS

*Modify Section 625-Survey Operations of the NYSDOT Standard Specifications to include the following:*

The Contractor will be responsible for stakeout of design centerline (Horizontal and Vertical alignment), at a minimum of 50' (foot) intervals along with PC, PT and PI points. These points will be offset either left or right of horizontal centerline to a distance so as not to be disturbed during construction.

Each offset will be clearly marked with the corresponding centerline station, offset distance to design centerline and where applicable, cut or fill designation to achieve finished grade. This information will be recorded and shared with the Engineer for inspection purposes.

The Owner will supply the Contractor with survey baseline, benchmarks and design centerline information.

When the project is completed and the Engineer gives approval, all offset stakes shall be removed and disposed of from the job site.

If the Contractor's preference is to use machine control utilizing GPS based survey unit(s), the Contractor shall provide the Inspector a GPS receiver unit w/necessary training and appurtenances to confirm layout. This unit shall be fully operational and available during all working hours. The unit will be returned to the Contractor daily for storage, security and maintenance.

16. **ITEM 402.018904 – TRUING AND LEVELING**  
**ITEM 402.128304 – 12.5 TOP COURSE**  
**ITEM 402.258904 – 25 BINDER COURSE**  
**ITEM 402.378904 – 37.5 BASE COURSE**  
**ITEM 407.0103 – TACK COAT**  
**ITEM 608.020102 – HMA SIDEWALKS, DRIVEWAYS, AND BICYCLE PATHS**  
**ITEM 645.5102 – GROUND MOUNTED SIGN PANELS WITH Z BARS**  
**ITEM 645.81 – TYPE A SIGN POSTS**  
**ITEM 647.51 - REMOVE AND DISPOSE SIGN PANEL**

**WHILE THIS WORK IS SHOWN IN THE PLANS AND BID TABS, WORK FOR THESE ITEMS WILL BE PERFORMED ENTIRELY BY MONTGOMERY COUNTY.**

17. **ITEM 619.01 – BASIC WORK ZONE TRAFFIC CONTROL**

**MONTGOMERY COUNTY WILL INSTALL ALL WZTC SIGNAGE AS SHOWN ON MPP-1. IT WILL BE UP TO THE CONTRACTOR TO MAINTAIN THIS SIGNAGE DURING CONSTRUCTION ALONG WITH THE ONSITE WZTC PHASING AS SHOWN ON MPP-2. DETOUR SIGNAGE SHALL REMAIN IN PLACE UPON COMPLETION AND REMOVED BY THE COUNTY.**

18. **ITEM 603.17XXYY – GALVANIZED STEEL END SECTIONS**  
**ITEM 603.98XX – SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN**  
**ITEM 603.99010008 TRASH RACK**  
**ITEM 604.300611 – RECTANGULAR DRAINAGE STRUCTURE**  
**ITEM 605.1701 – UNDERDRAIN PIPE, 4" DIAMETER**  
**ITEM 6655.111 – WELDED FRAME AND RETICULINE GRATE 11**

**MONTGOMERY COUNTY WILL ORDER ALL OF DRAINAGE STRUCTURE ITEMS AND HAVE THEM DELIVERED TO THE PROJECT SITE FOR THE CONTRACTOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR FURNISHING ALL LABOR AND EQUIPMENT NECESSARY TO SATISFACTORILY COMPLETE THE WORK, NOT THE COST FOR THE MATERIALS.**

**SPECIAL NOTE**  
**EMERGENCY CONTACTS**

The Contractor shall employ, for the duration of the Contract a telephone answering service to meet the requirements stated in Section 107-05 of the Standard Specifications.

The answering service shall be equipped to receive calls on a 24-hour basis and promptly contact Contractor personnel with the authority and capacity to mobilize forces to respond to an emergency.

The following action shall be taken after an emergency call is received.

A. During Normal Work Hours:

1. The Contractor's responsible person shall respond to the person or agency that initiated the call within 20 minutes from the time the answering service received the call.
2. Immediately following the return call to the initiator, he should contact the Engineer advising of the situation and what action he plans to take. If the Engineer is not reachable at the Project Field Office, he should leave a message on the Engineer's answering machine and contact Montgomery County at (518) 853-3814 with the same information.
3. The Contractor shall respond to the emergency and make the follow-up confirmatory calls as directed by the Engineer or Montgomery County.

B. During Non-Working Hours:

1. The Contractor's responsible person shall respond to the person or agency that initiated the call within 20 minutes from the time his answering service received the call. If the call initiated from a person or agency other than Montgomery County, the contractor shall immediately notify the Engineer of the situation and the action planned by contacting Greenman-Pedersen, Inc. at (518) 453-9431 and leaving a message.
2. If work is required at the project site, the Contractor's responsible person shall be at the site within one hour from the time of the initiator's original call.
3. Follow-up call within two hours of the original call shall be made to the original caller, Montgomery County and to Greenman-Pedersen, Inc. advising the status of the emergency and the actions taken. At the same time, a message shall be left on the Engineer's field office answering machine with the same information.



**SPECIAL NOTE  
COORDINATION WITH THE UTILITY SCHEDULE**

**PLEASE NOTE \*\* The contractor shall be aware that overhead lines will be active and in proximity to the proposed roadway work. The contractor shall avoid impacting facilities during the placement of construction materials. Any necessary field changes that impact utility infrastructure shall be discussed with the County and the affected utility company prior to implementation.**

**PLEASE NOTE \*\* Underground facilities are in close proximity to Roadway project. The contractor shall complete all necessary potholes (as stated in provisions of 16 NYCRR Part 753) to avoid contact with existing underground facilities.**

Utility facility adjustments and/or relocations are anticipated for this project and are being coordinate separately by Montgomery County. If the County determines that utility facility adjustments and/or relocations will be necessary, the provisions of Section 102-09 Other Contracts, Coordination and Access will apply.

Any such adjustments and/or relocations will be performed by the Utility owners upon direction of the County.

Suitable time frames for these additions shall be coordinated between the State, the Contractor, and the affected Utility.

The contractor is governed by and must adhere to the provisions of 16 NYCRR Part 753 (Protection of Underground Facilities).

**SPECIAL SPECIFICATIONS:**

The following items are special specifications:

<b><u>Item</u></b>	<b><u>Description</u></b>
208.01030022	BIORETENTION AND DRY SWALE SOIL
405.02010007	COLD RECYCLING ASPHALT CONCRETE
603.99010008	TRASH RACK
607.97000008	REMOVE AND RESET EXISTING FENCE
627.50140008	SAW CUTTING PAVEMENT

**ITEM 208.01030022**      **BIORETENTION AND DRY SWALE SOIL**  
**ITEM 208.01040022**      **LABORATORY TESTING FOR SOIL PHOSPHORUS**  
   **CONCENTRATION**

**DESCRIPTION**

This work shall consist of installing Bioretention and Dry Swale Soil in accordance with the contract documents and as directed by the Engineer.

The work shall also consist of having the Bioretention and Dry Swale Soil tested for total soil phosphorus concentration at a qualified laboratory. A qualified laboratory shall be defined as a laboratory that is certified by the New York State Department of Health (NYSDOH) Environmental Laboratory Approval Program (ELAP) to test soil for total soil phosphorous.

**MATERIALS**

The following sections of the standard specifications apply:

§703-07	Concrete Sand
§713-01	Topsoil, Type A (see exceptions below)

The soil for Bioretention areas and Dry Swales shall be a uniform mix, free of stones, stumps, roots or other objects larger than two inches (2”) in diameter. The Bioretention and Dry Swale soil shall be visibly free of noxious weeds.

Bioretention and Dry Swale Soil shall be a well blended mixture of three (3) parts sand and one (1) part topsoil, by volume. The Bioretention and Dry Swale Soil shall have a pH range of 5.2 to 7.6, and an organic content of 3-7%.

Sand shall meet the requirements of §703-07 *Concrete Sand*.

Topsoil shall be in accordance with the requirements of §713-01 *Topsoil* for Topsoil Type A, except as follows:

- All topsoil shall be sampled and tested, regardless of the source.
- Sampling of topsoil, amended topsoil, and the Bioretention and Dry Swale Soil shall be done by the Contractor/Supplier. Sampling protocol shall be in accordance with §713-01 *Topsoil*.

Soil amendments to increase organic content shall be peat moss. Peat moss shall be commercially produced and shall be composed of the partly decomposed stems and leaves of any or several species of sphagnum moss. It shall be free from wood, decomposed colloidal residue, and other foreign matter. It shall have a pH range between 3.5 pH - 5.5 pH as determined in accordance with the Association of Official Agricultural Chemists’ testing methods. It’s water-absorbing ability shall be a minimum of 1100% by weight on an oven-dry basis.

Acceptance of Bioretention and Dry Swale soil will be based upon a material certification that the

**ITEM 208.01030022****BIORETENTION AND DRY SWALE SOIL****ITEM 208.01040022****LABORATORY TESTING FOR SOIL PHOSPHORUS  
CONCENTRATION**

material conforms to the above requirements. The Contractor/Supplier shall provide to the Engineer copies of testing results of the sand gradation, topsoil gradation, organic content percentage of the Bioretention and Dry Swale Soil, and pH of the Bioretention and Dry Swale Soil. These tests are to be paid under the Bioretention and Dry Swale Soil item.

The Contractor shall provide to the Engineer copies of testing results for Soil Phosphorus Concentration. Samples to be submitted to the qualified laboratory shall be obtained in accordance with §713-01 *Topsoil*. Sampling shall be paid under the pay item for Bioretention and Dry Swale Soil. The results of the Soil Phosphorus analysis shall not be used as the basis for material acceptance.

Sampling frequency for total phosphorous shall be one composite sample for the first 100 to 500 cubic yards of soil, and an additional composite sample for each additional 500 cubic yards, or portion thereof. No samples are required for stockpiles of less than 100 cubic yards.

**CONSTRUCTION DETAILS**

Bioretention and Dry Swale Soil shall be installed at the locations and to the depth(s) as shown in the contract documents. Placement of Bioretention and Dry Swale Soil shall be done in lifts of 12 inches to 18 inches. The soil shall be loosely compacted, such as by tamping lightly with a dozer or backhoe bucket. No other materials or substances shall be mixed or dumped within the Bioretention area and Dry Swale that may be harmful to plant growth, or prove a hindrance to planting or maintenance operations.

**METHOD OF MEASUREMENT****Bioretention and Dry Swale Soil**

The work will be measured as the number of cubic yards of Bioretention and Dry Swale Soil installed, computed from payment lines shown in the contract documents.

**Laboratory Testing for Soil Phosphorus Concentration**

The work will be measured by the number of soil samples analyzed for Soil Phosphorus Concentration by a qualified laboratory.

**BASIS OF PAYMENT**

The unit price bid for a cubic yard of Bioretention and Dry Swale Soil shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work, including costs for testing.

The unit price bid for Laboratory Testing for Soil Phosphorus Concentration, shall include the receipted costs of testing, including the cost of the laboratory test(s) and all labor, materials and equipment required to obtain and deliver soil sample(s) to the qualified laboratory plus 5% for profit

<u>ITEM 208.01030022</u>	<u>BIORETENTION AND DRY SWALE SOIL</u>
<u>ITEM 208.01040022</u>	<u>LABORATORY TESTING FOR SOIL PHOSPHORUS</u>
	<u>CONCENTRATION</u>

and overhead.

## **ITEM 405.02010007 - COLD RECYCLING ASPHALT CONCRETE**

### **DESCRIPTION**

This specification covers the requirements for cold recycling asphalt concrete. This work shall consist of coring the existing pavement, preparing a mix design and recycling the existing asphalt concrete pavement. The recycling shall be a continuous process of milling the existing pavement, remixing with bituminous material (unmodified or modified) and aggregate, reshaping, and compacting the asphalt mixture. Pavement locations that are milled shall have material replaced on the same day. All work under this item shall be in accordance with these specifications and in reasonably close conformity with the limits established by the Engineer.

### **MATERIAL REQUIREMENTS**

**Bituminous Material.** Liquid bituminous material shall be obtained from a Department approved facility. All bituminous material proposed for use on Department projects shall be approved by the Director, Materials Bureau. The engineer shall take one sample from each tank truck of bituminous material arriving on the project in accordance with Materials Method - NY 8.2. The sample shall be sent to the Materials Bureau with a completed BR170d attached.

**Additives.** Additives may be used to improve the quality of the resulting recycled pavement. Additives may be combined with the bituminous material prior to construction or may be added to the mix during construction. The proportion and amounts of additive shall be determined by the Contractor and approved by the Director, Materials Bureau.

**Aggregates.** Additional aggregates for cold recycling of pavements shall conform to the requirements of Section 703-02, Coarse Aggregate, of the Standard Specifications. The gradation and source of the aggregates shall be specified by the Contractor and included in the proposed mix design.

**Reclaimed Material.** Asphalt pavement and any milled material which has been removed and/or processed from the pavement will be referred to as reclaimed material. The reclaimed material shall pass the 2 inch sieve size.

### **DESIGN GUIDELINES**

The recycled mixture consists of reclaimed material, additional aggregate, liquid bituminous material, additives and water.

The minimum design liquid bituminous material content is 3% for asphalt emulsions and 2% for performance-graded binders. The liquid bituminous material is calculated as a percentage of the dry mass of millings:

$$[\text{mass of liquid bituminous material} / \text{mass of millings}] \times 100 = \% \text{ liquid bituminous material}$$

Recycled mixtures may be designed with or without additional aggregate, depending on the existing pavement's gradation. When additional aggregate is used, the minimum content is 5.0% and the maximum content is 20.0%, regardless of the recycled mixture's design gradation. The percentage of additional aggregate is calculated as a percentage of the dry mass of millings:

$$[\text{mass of additional aggregate} / \text{mass of millings}] \times 100 = \% \text{ additional aggregate}$$

## **ITEM 405.02010007 - COLD RECYCLING ASPHALT CONCRETE**

Design the recycled mixture to conform to the following gradation:

Sieve Size	Percent Passing By Weight	
	Minimum	Maximum
1½	100	
1	95	100
½	70	85
¼	48	68
⅛	32	54
No. 20	15	30
No. 40	8	22
No. 80	4	14
No. 200	2	8

The Department shall supply the core results to the Contractor for the determination, by the Contractor, of the amount and type of bituminous material to properly recycle the pavement.

### **EQUIPMENT**

Use equipment capable of:

- Milling the existing pavement to the appropriate depth.
- Processing the reclaimed material to pass a 2 inch sieve.
- Mixing the reclaimed material with bituminous material.
- Paving the reclaimed material to the correct grade.

**Calibration.** Calibrate the mixing equipment prior to the start of work, in accordance with established calibration procedures as detailed in the Procedural Directives of the Director, Materials Bureau. Submit the calibration results for approval to the Director, Materials Bureau at least 7 days prior to the start of work. The first calibration of each calendar year must be witnessed by Department personnel. Submit subsequent calibrations with written certification that proper procedures were followed and that all measurements and calculations are accurate. If the results submitted in subsequent calibrations are more than 5.0% different from the first calibration of the season, the equipment must be calibrated in the presence of Department personnel. Calibration approval is valid for 90 days from the date of calibration. Provide a copy of the calibration approval letter to the Engineer before the start of work. No cold recycling will be allowed under this contract until the calibration has been completed and approved. No payment will be made for material recycled by equipment without a valid calibration.

### **CONSTRUCTION**

**Weather Limitations.** This work will not be permitted when the existing pavement contains frost, or when the air surface temperature is below 45°F or expected to drop below 45°F within 24 hours. No material shall be placed from the last Saturday in September to May 1.

**Testing.** Prior to starting recycling operations, test two aggregate samples to verify the gradation. Supply the test results to the Engineer before the start of work.

## **ITEM 405.02010007 - COLD RECYCLING ASPHALT CONCRETE**

Once continuous production has been achieved, test four samples of the recycled mixture for gradation and total asphalt content. Submit the test results to the Engineer and Regional Materials Engineer before the end of the next workday. For each subsequent day of production, take a minimum of one sample of the recycled mixture from each ½ mile, or fraction thereof, of pavement recycled. Test each sample for gradation and total asphalt content. Submit the test results from the mix samples taken from each ½ mile of pavement within two workdays. Make adjustments to the mix proportions or additional aggregate gradation based on the test results to comply with the approved mix design and construct a stable pavement layer.

Should it be necessary to bring a second recycling train to the project, four samples should again be taken and tested following the frequencies detailed above.

**Spreading.** The mixture shall be deposited in a windrow or directly into an approved bituminous paver equipped with a 30 foot moving reference and mechanically spread in a uniform layer so as to produce the specified thickness and surface tolerance after compaction. Excessive amounts of non-coated reclaimed material which spill onto the milled surface shall be removed, as ordered by the Engineer, prior to placing the mixture.

**Compaction.** After the bituminous mixture has been spread, struck off and surface irregularities adjusted, it shall be thoroughly and uniformly compacted by rolling. The surface shall be rolled when the mixture is in the proper condition and when the rolling does not cause undue displacement, cracking or shoving. All courses shall be initially rolled with the roller traveling parallel to the centerline of the pavement beginning at each edge and working toward the center. Banked curves shall be rolled starting at the low side edge and working toward the super-elevated edge. The roller drive roll or wheel shall be nearest the paver.

A pneumatic tire roller with a minimum ground contact pressure (GCP) of 80 psi will be supplied by the Contractor for compacting the cold recycled mix. The Contractor may choose to use vibratory compaction equipment for initial or intermediate rolling. The vibratory roller shall appear on the Department's current Materials and Equipment Approved List.

Initial and intermediate rollers shall operate at a uniform speed not to exceed 2.5 miles per hour (220 feet per minute). All turning of the compaction equipment shall be completed on material which has had a minimum of one roller pass. The Contractor will note that if vibratory compaction equipment is used, they assume full responsibility for the cost of repairing all damages which may occur to highway components and adjacent property.

The pavement course shall be finish rolled with a steel wheel tandem roller having a minimum weight of 8 tons. This finish roller shall add a minimum of two passes. Dual vibrating drum rollers meeting the requirements of a tandem roller and operating in the static mode may be used for the finished roller. This vibratory roller may be used as the initial or intermediate roller and the finish roller.

On the first day of production, establish a roller pattern consistent with §402-3.07.C. 70 Series Compaction Method. Proposed changes to the roller pattern shall be approved by the Engineer. Material that cannot be properly and adequately compacted to a stable condition shall be removed and replaced, as ordered by the Engineer, at the Contractor's expense.

Along forms, curbs, headers, walls and other areas not accessible to the rollers, the mixture shall be thoroughly compacted with mechanical tampers as directed by the Engineer. On depressed areas, a trench roller or a small vibratory roller approved by the Engineer may be used.

Any displacement occurring as a result of reversing the direction of the roller, or from other causes shall be corrected at once by the use of rakes and addition of fresh mixture as required. Care shall be exercised in rolling not to displace the line and grade of the edges of the bituminous mixture. To prevent adhesion of the mixture to the rollers, the wheels shall be kept properly moistened with water or water



## **ITEM 405.02010007 - COLD RECYCLING ASPHALT CONCRETE**

mixed with small quantities of detergent or other approved material, but in no case shall a solvent having an adverse affect upon the bituminous pavement be used.

**Longitudinal Joints.** A longitudinal joint shall be located at the centerline. All other longitudinal joints should coincide with pavement lane lines whenever possible. If the Contractor proposes longitudinal joint locations that do not coincide with pavement lane lines, the following procedure shall be used:

- Pave the recycled mat.
- Compact using an established roller pattern.
- Upon next milling pass, reclaim a minimum of 6 inches of the adjoining, compacted recycled mat.

Paving operations shall match multiple lanes at the completion of the work day to minimize the exposure of longitudinal joints to traffic overnight.

When the Contractor is unable to match multiple lanes at the completion of the work day, place UNEVEN LANES (W8-11) signs at a maximum spacing of 1000 feet to alert the drivers to the uneven edge. Any length of longitudinal joint left exposed at the completion of the work day must be constructed using a pneumatic tire roller to form the joint into a wedge shape and provide a smooth transition for traffic. Construct the wedge at a slope of 1 on 8 or flatter to meet the existing pavement elevation using recycled material. Do not overlap recycled material onto the existing pavement.

**Brooming.** The pavement and shoulders shall be broomed by the Contractor, as ordered by the Engineer, to remove loose stone or reclaimed material resulting from the recycling process.

**Tolerance.** The recycled surface shall be constructed to a 3/8 inch tolerance. The elevation difference at the longitudinal joint shall be constructed to a 3/16 inch tolerance. If, in the opinion of the Engineer, the pavement has not been constructed to these tolerances based upon visual observation or upon riding quality he/she may test the surface with a 15 foot straight edge or string line placed parallel to the center line of the pavement. He/she may also test with a 10 foot straight edge or string line placed transversely to the center line of the pavement on any portion of the pavement. Variations exceeding 3/8 inch shall be satisfactorily corrected or the pavement re-laid at no additional cost to the Department as ordered by the Engineer.

**Existing Pavement Cross Slopes.** If the existing pavement's cross slopes meet appropriate standards, then the cross slopes of the finished cold recycling shall match the existing. If the existing pavement's cross slopes are not in accordance with the appropriate standards, then the Contractor shall present a plan to the Engineer that attempts to bring the cross slopes of the finished cold recycling into conformance with the appropriate standards. The Contractor will not be responsible for corrections to the cross slopes where sufficient material does not exist in the pavement to make such corrections.

**Curing.** Allow the recycled material to cure for a minimum of 10 days before placing the next paving course. The provisions of the paragraphs above, Brooming and Tolerance, apply from the time of recycling until the recycled material is overlaid, not to exceed 30 days.

**Fog Seal.** If the Contractor determines that the recycled pavement surface requires a fog seal to correct an overly dry surface or to reduce the quantity of dry stone or reclaimed material pulled out by traffic and the Engineer agrees with that determination, fog seal may be applied. Fog seal will be paid for, under 618.01----07, only when the total originally estimated amount of liquid bituminous material has not been utilized. The amount of bituminous material paid for as part of the fog sealing and recycling operations is limited to an amount equal to 110% of the amount of liquid bituminous material originally estimated.

The liquid bituminous material and rate of application for the fog seal shall be chosen by the Contractor. The Contractor shall also be responsible for all work zone traffic control for the fog seal operation. A work zone traffic control plan for the fog seal operation must be developed by the Contractor and submitted to

## **ITEM 405.02010007 - COLD RECYCLING ASPHALT CONCRETE**

the Engineer for approval. No extra payment will be made for the fog seal application or for all work zone traffic control measures.

**Damaged or Deficient Areas.** Any mixture that ravel, becomes loose or broken, mixed with dirt, or is in any way defective shall be reworked or removed and replaced with fresh recycled mix or fresh hot mixture and shall be compacted to conform with the surrounding area.

Any area showing an excess or deficiency of bituminous material shall be corrected to the satisfaction of the Engineer.

Ruts 3/8 inch or greater in depth which occur in the recycled mixture which cannot be corrected by rolling shall be corrected by a method approved by the Engineer.

**Repairs.** Immediately after becoming aware of damage or deficiencies in the recycled mix the Engineer will notify the Contractor or the Contractor's designated representative. The Contractor shall make arrangements to repair the damaged or deficient areas to the satisfaction of the Engineer.

All repairs or remedial actions necessary to correct damaged or deficient areas of recycled pavement shall be carried out at the Contractor's expense. The Contractor shall not be responsible for damage to the recycled mix as a result of other work performed on the pavement or shoulders.

### **METHOD OF MEASUREMENT**

**Cold Recycling Asphalt Concrete.** Measurement will be the number of square yards of pavement surface recycled in accordance with the specifications and contract documents.

**Bituminous Material.** Measurement will be the number of gallons, measured at 60°F, incorporated into the work in accordance with the specifications.

**Aggregate.** Measurement will be the number of tons incorporated into the work in accordance with the specifications.

### **BASIS OF PAYMENT**

**Cold Recycling Asphalt Concrete.** Payment will be made at the unit price per square yard for the quantities measured. The unit price bid shall include the cost of all labor, materials, equipment and incidentals necessary to complete the work except that Bituminous Material and Aggregate will be paid for under their appropriate pay items. No separate payment will be made for the use of water in the mixing process. Any work required for the maintenance, replacement, or repair of the cold recycled pavement prior to the acceptance of the contract, shall be done at no additional cost to the State.

**Bituminous Material.** Payment will be made at the unit price per gallon for the quantities measured. The unit price shall include the cost of furnishing all labor, materials and equipment necessary to incorporate the bituminous materials into the work.

**Aggregate.** Payment will be made in accordance with Standard Specification Item No. 623. The unit price shall include the cost of furnishing all labor, materials and equipment necessary to properly incorporate the aggregate into the work.

**Payment will be made under:**

<b>Item No.</b>	<b>Description</b>	<b>Pay Unit</b>
405.0201007	Cold Recycling Asphalt Concrete	Square Yard
618.01000007	Bituminous Material	Gallon
623.0X	Aggregate	Ton

## **ITEM 603.99010008 - TRASH RACK**

### **DESCRIPTION:**

This work shall consist of fabricating and installing trash racks as shown on the plans or as directed by the Engineer.

### **MATERIALS:**

Materials used in this work shall meet the following requirements:

Bar Reinforcement, Grade 60	Section 709-01
Galvanizing (Type 1)	Section 719-01
Miscellaneous Metals	Section 715-01
Anchor Bolts, Nuts and Washers	Section 710-23
Expansion Bolt Anchors (if used)	Steel used in the expansion bolt anchors shall meet or exceed the requirements of U.S. Government GSA Specification FF-S-325, Group III, Type 1, or Group VIII, Type 1.

Expansion bolt anchors, when specified, shall be capable of resisting a direct tension loading for a given bolt size as noted in the following table:

#### **BOLT SIZE (DIAMETER)**

0.236 inch	1012 lb-force
0.314 inch to 0.394 inch	4047 lb-force
0.551 inch to 0.629 inch	8992 lb-force

### **CONSTRUCTION DETAILS:**

The contractor shall fabricate and install trash racks as shown on the plan.

Welding work shall be performed in accordance with the requirements of Subsection 203 and 208 of the New York State Steel Construction Manual. All exposed steel shall be galvanized meeting the requirements of Section 719-01 (Type 1).

The contractor will be required to provide shop drawings which shall be subject to approval by the Regional Construction Engineer.

Equipment used to drill holes for expansion bolt anchors shall be approved by the Engineer prior to use. Methods used to drill expansion bolt anchor holes shall be satisfactory to the Engineer. Drilling by means of lubricant will not be permitted. Drilling methods shall not cause damage to the anchoring surface. Any damage caused by the contractor's operations shall be repaired in a manner satisfactory to the Engineer. Holes shall be dry, and shall have all foreign and loose material removed immediately prior to the insertion of the anchor.

### **METHOD OF MEASUREMENT:**

The quantity to be paid for will be the number of completed trash racks installed.

### **BASIS OF PAYMENT:**

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

## **ITEM 607.97000008 - REMOVE AND RESET EXISTING FENCE**

### **DESCRIPTION:**

Under this item the contractor shall remove and reset existing fencing where shown on the plans and as directed by the Engineer. All work shall be done in accordance with these specifications and the applicable Standard Sheets and in reasonably close conformity with the lines and grades shown on the plans or established by the Engineer. All excess or unusable fencing materials removed shall become the property of the contractor and shall be disposed of off the contract site.

All reference to "fencing" shall include existing gates, if any, to be reset.

### **MATERIALS:**

The materials shall be the components salvaged from each of the various types and sizes of fences (metal, wood, wire, etc.) existing which are designated to be removed and reset. The contractor shall also furnish all such additional new material for the replacement of existing materials which are damaged or otherwise unsatisfactory, in the opinion of the Engineer for incorporation in the reset fence. All fence materials or component parts furnished shall conform in type, size, kind and shape to those existing which they replace and shall be acceptable to the Engineer.

The material requirements and composition of concrete used for footings shall comply with the specifications for Class "A" concrete in Section 501 of the Standard Specifications.

### **CONSTRUCTION DETAILS:**

The Engineer will designate the particular locations and limits of existing fence to be removed and the locations and limits of the fence to be reset. The Engineer will determine the extent and condition of existing materials to be salvaged and those to be replaced with new fence by the contractor.

#### **A. Fence Removal:**

If a portion of the existing fence is to remain, and if deemed necessary by the Engineer, the remaining end section shall be modified to adequately secure the fencing. This modified section shall include all hardware necessary to secure the fencing in a manner similar to the existing end section or as directed by the Engineer.

The contractor shall carefully dismantle and remove the existing fence and salvage all materials determined satisfactory for incorporation in the reset fence. He shall provide for safe storage of all fence materials salvaged until such time as they are reset. Any concrete post footings shall be broken up and removed and the posts carefully cleaned and stored. All post holes shall be filled to meet existing grade.

## **ITEM 607.97000008 - REMOVE AND RESET EXISTING FENCE**

All work shall be done in a workmanlike manner with care taken not to disturb the surrounding area and existing fence to remain. Any damage done to the area or existing fence to remain, caused by the contractor's operations, shall be repaired to the original condition at no expense to the State.

### **B. Reset Fence:**

The contractor shall clean and assemble the salvaged fence components, incorporate all required new materials and reset the fence plumb and true to the lines, grades and limits established. The contractor shall furnish and install concrete footings for the relocated fence when the existing fence in original position was of this type construction. Concrete footings shall be a minimum of 1 foot in diameter and 3 feet deep. All excavation and backfill shall conform to Section 203 "Excavation and Embankment".

### **METHOD OF MEASUREMENT:**

This item will be measured by the number of feet of reset fencing, including gates. Measurement will be made along the top of fencing, center to center of end posts, properly installed in accordance with the requirements of the plans, specifications, standard sheets and directions of the Engineer. An allowance of 10 feet will be added for each end post, corner post and pull post installed in accordance with the applicable standard sheet, or as directed by the Engineer.

### **BASIS OF PAYMENT:**

The unit price bid per foot shall include the cost of furnishing all labor, materials, tools and equipment necessary to satisfactorily complete the work, including removal and disposal of excess fencing not reset, excavation, backfill and concrete.

## **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.