

SPECIFICATIONS
FOR
MAIN STREET SIDEWALKS
IMPROVEMENT PROJECT
NYS DOT PIN 8761.52
FEDERAL AID PROJECT
VILLAGE OF DOBBS FERRY, NY

Submitted in accordance with the Highway Law and the Standard Specifications officially finalized and adopted on January 1, 2022 as posted on the Department's website.

Prepared By
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Putnam Business Park
1689 Route 22
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***Refer to Section N “Special Conditions” for supplemental information to technical specification.

APPENDICES

- APPENDIX 1 – Local Projects Manual (LPM), Chapter 12, Appendix 12-1 Construction Contract Requirements, Revised February 2019.
- APPENDIX 2 – Local Projects Manual (LPM), Chapter 12, Appendix 12-10 Federal SBE Commitment and GFE Bid Requirements
- APPENDIX 3 – Environmental Commitments Checklist

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2	C-2	Existing Conditions & Demolition Plan	6/6/19	1/24/22
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SECTION A

NOTICE TO BIDDERS

Notice is hereby given that the Village of Dobbs Ferry will accept sealed bids for: Main Street Sidewalk Improvement Project, Dobbs Ferry, NYSDOT PIN 8761.52.

The Owner is the Village of Dobbs Ferry and the work is located within the Village. The work consists of providing all labor, materials, equipment necessary and incidental for the reconstruction of sidewalks and tree pits along Main Street. The project is located on the east and west sides of Main Street, between Cedar and Chestnut Streets in the Village of Dobbs Ferry. Other related work shall include demolition, traffic protection, tree removal, tree planting, and preparing, restoring and cleaning the project area, all in accordance with the plans and specifications, as directed by the Engineer.

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

The DBE goal for this project is 10%. There are no M/WBE goals for this project. The Equal Employment Opportunity (EEO) Goals for this contract are a 22.6% Minority Goal and a 6.9% Women's Goal.

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

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

Contract Documents, including Notice to Bidders, Instructions to Bidders, Wage Rates, Bid Documents, Agreement, Special Notes, Specifications, Contract Drawings, and any Addenda, may be examined, after 2:00 p.m., Monday, February 14, 2022, at no expense, at the Village Clerk's office at 112 Main Street, Dobbs Ferry, NY 0522 between the hours of 8:30 a.m. to 4:00 p.m., Monday through Friday; any Village required Covid prevention protocols must be followed. Contract documents can also be viewed on the Village website at <https://www.dobbsferry.com/home/pages/bids-rfps>.

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 the Village website or a source other than the issuing office must notify the Village Clerk via email (ldreaper@dobbsferry.com) 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.

Any addenda will be emailed from the Village to Bidders listed on the official Plan Holders List. An emailed response from the Bidder, to the Addendum sent by the Village will act as proof that the Bidder

received the Addendum. In addition to an emailed response, Bidders must acknowledge receipt of all Addenda by signing and dating each Addendum on 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 William Angiolillo, P.E. of James J. Hahn Engineering, P.C. either through email (wangiolillo@hahn-eng.com) or by telephone (845-279-2220). Bidders shall promptly notify Mr. Angiolillo of any errors, omissions, conflicts or ambiguity within the Contract Documents within five (5) 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 addressed to the Village of Dobbs Ferry, at Village Hall, 112 Main Street, Dobbs Ferry, New York by Wednesday, March 9, 2022 at 2:00 p.m., local time, at which time they will be publicly opened and read aloud in the Office of the Village Clerk. Bids received after the above noted time will not be accepted. All sealed envelopes should be clearly labeled "Main Street Sidewalks Improvement Project, Dobbs Ferry, New York."

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

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

The Village 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 or to accept the one that in its judgment will be for the best interest of the Village. All bids are subject to final review and approval by the Village Board of Trustees before any award of contract may be made. Receipt of bids by the Village shall not be construed as authority to bind the Village.

The work must be substantially completed within 270 calendar days from Notice to Proceed.

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.

Owner's Contact

Elizabeth Dreaper
Village Clerk
112 Main Street
Dobbs Ferry, NY 10522
914-231-8504
ldreaper@dobbsferry.com

Engineer's Contact

William Angiolillo, P.E.
Project Manager
1689 Route 22
Brewster, NY 10509
845-279-2220
wangiolillo@hahn-eng.com

SECTION B

INSTRUCTIONS TO BIDDERS

This Contract Document is intended to be in compliance with New York State Department of Transportation (NYSDOT) Standard Specifications General Provisions and Technical Specifications and all addenda thereto. The abbreviations and definitions of terms shall be revised to replace NYSDOT or NYSDOT employees with the equivalent Village representative. For example, where the title Regional Director is used, it shall be understood to be the Village Administrator. Where the Chief Engineer, Engineer, or Engineer in charge is used, it shall be understood to be the Village Engineering Consultant. Insurance requirements shall be in accordance with Section C of the Specifications.

Since this is a Federal Aid Project, Federal requirements shall prevail over State and local requirements, unless the State or Local requirements are more stringent. In addition, Section 100 of the Standard Specifications must be followed on this Federal Aid Project.

DOCUMENTS

Complete sets of Bidding Documents will be issued for bidding purposes as stated in the “Notice to Bidders”. A complete set of Documents consists of the following:

- a. A bound copy of the Specifications.
- b. New York State Standard Specifications (not attached but deemed inserted).
- c. Separate set of Bid Sheets (to be completed by bidder).
- d. Addenda (if any).
- e. Contract Plans.

PROPOSALS

To be considered, Proposals on the forms included herein, must be in accordance with these Instructions to Bidders. All bids must be submitted on the prescribed forms which are included herein, such forms also being bound in the specifications as Section C. All blank spaces for bid prices must be filled in, in both words and figures, either typed or in ink.

Proposals that contain any omission, erasures, alterations, additions, or items not called for in itemized Proposal, or that contain irregularities of any kind, may constitute sufficient cause for rejection of the bid. In case of any discrepancy in the price or amount bid in the Proposal, the price, as expressed in words, shall govern. All bids must be submitted in sealed envelopes addressed to the Village Board, Village of Dobbs Ferry, Westchester County, New York and be clearly identified with: (1) Project Name, (2) Name of Bidder and Address. Proposals shall be signed with name typed below signature. The Bidder’s seal, if a corporation shall be affixed under the Bidder’s signature. Telephone, Facsimile or Telegraphic Bids will not be accepted.

If a separate set of proposal sheets is issued, they may be used with the understanding that all instructions and conditions of the Contract Documents are the same as if these pages were bound herein.

There are no residence or geographical restrictions.

There is no disadvantaged minority or women's business enterprise (M/WBE) language in the contract.

This contract has a 10% Disadvantaged Business Enterprise (DBE) participation goal. The Equal Employment Opportunity (EEO) Goals for this contract are a 22.6% Minority Goal and a 6.9% Women's Goal.

QUALIFICATIONS OF BIDDERS

The Owner may make such investigations as he deems necessary to determine the qualifications of the Bidder to perform the work and the Bidder shall furnish information and data for this purpose as may be required. The Owner reserves the right to reject any bid if the evidence submitted by a Bidder, or the investigation of such Bidder, fails to satisfy the Owner, that such Bidder is properly qualified to carry out obligations of the Contract and to complete the work contemplated therein within the time designated. Fraudulent statements shall cause rejections of Proposal and forfeiture of bid security.

The investigation of a Bidder will seek to determine whether the organization is adequate in size, is authorized to do business in the jurisdiction where the project is located, has had previous similar experience and where available equipment and financial resources are adequate to assure Owner that the work will be completed in accordance with the terms of the Agreement. The amount of other work to which the Bidder is committed may also be considered.

All Bidders shall be prepared to submit within five (5) days of Owner's or Engineer's request, written evidence of such information and data necessary to determine if Bidder is qualified to perform the work. Qualifications shall include a minimum of five (5) previous projects involving similar construction work. The Contractor shall have a minimum of five (5) years of work experience of similar size and scope. As a minimum, the project reference information requested in Section C of the Bid Proposal shall be provided at this time.

A representative of the Municipality will be present during site activities. It is required that work at this site be completed within the time allowed from the effective date of the Contract. Companies that do not have the ability to meet this schedule should not bid. If a bid will not be submitted, please notify the Village Engineer.

Technical capability and the ability to complete the project within the established time frame will also be part of the evaluation.

In evaluating Bids, the Owner will consider the qualifications of only those Bidders whose Bids are in compliance with the prescribed requirements.

CONDITIONS OF WORK

Each Bidder must inform himself fully of conditions relating to the construction and labor under which work will be performed. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract and to complete the work for the consideration set forth in his bid. Bidders' attention is directed to Paragraph 1 of the Bid Proposal, in which the Bidder certifies that he has examined the site. If rock probes or test borings have been made by the Owner, they will be made available to the Contractor for inspection of the same conditions and basis as described in Section 154 of the General Conditions. Bid shall include the complete costs of furnishing all materials, labor and equipment necessary to complete the work in accordance with the Drawings and Specifications and all other expenses incidental thereto. Local and State sales taxes shall not be included in the bid. Insofar as possible, any Contractor in the carrying out of his work must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor, or of the proper functioning of the existing facilities of adjacent or contingent properties.

ADDENDA AND INTERPRETATION

Every request for information or interpretation of Bidding Documents or Drawings must be addressed in writing to the Village Consulting Engineer, James J. Hahn Engineering, P.C., Putnam Business Park, 1689 Route 22, Brewster, New York, 10509 and to be given any consideration must be received at least three (3) days prior to the date fixed for the opening of bids. Any and all such interpretations, and any supplemental instructions, will be in the form of written Addenda and will be mailed to all prospective Bidders. The failure of any Bidder to receive any such Addenda will not relieve the Bidder of any obligation under his Bid as submitted. Acknowledgment of Addenda shall be noted on the "Bid Form".

BID SECURITY

Each Bidder is required to deposit at the time of submission of his bid, a Bid Bond or certified check in an amount representing five (5%) percent of his bid payable to the Owner, which amount the Bidder agrees is to be forfeited as liquidated damages and not as a penalty if in case he is awarded the Contract and he shall thereafter fail to execute a Contract with the Owner under the conditions of this Proposal or to furnish the bonds required for the faithful performance of this Contract. Bidders who submit certified checks must accompany them with a Consent of Surety from a recognized Bonding Company agreeing to supply a Performance Bond and Labor and Materials Bond if the Contract is awarded to the Bidder.

Such bid security will be returned to all except the three lowest formal Bidders within three days after the formal opening of bids, and the remaining bid security will be returned to the other

Bidders after the Owner and the accepted Bidder have executed the Contract Documents. In the event no Contract has been so executed within forty-five (45) calendar days after the date of the opening of bids, upon the demand of the Bidder, so long as he has not been notified of the acceptance of his bid, his bid security will be returned. The Bid Security of the successful Bidder will be retained until the signing of Agreement, the filing and approval of the bonds and insurance.

INSURANCE REQUIRED

The successful Bidder will be required to procure and pay for the following types of insurance, in accordance with the provisions listed in Section J. The Village of Dobbs Ferry and Engineer shall be named as co-insured.

- a. Workmen's Compensation
- b. Public Liability
- c. Owner's & Contractor's Protective Liability Property Damage
- d. Property Damage
- e. Automobile (Each Vehicle)
 - Public Liability
 - Property Damage
- f. Unemployment Insurance

The Subcontractors at a minimum must have the same insurance coverage as required by the Contractor or be listed on the Contractors policy.

SECURITY FOR FAITHFUL PERFORMANCE

The Contractor shall, prior to execution of the Contract and within fourteen (14) calendar days after the Notice of Intent to Award, submit two separate executed bonds with Power of Attorney, (1) a Performance Bond in an amount equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the terms, covenants and conditions of the Contract; (2) a Labor and Material Payment Bond for the full amount of the Contract price guaranteeing the full payment of all persons performing labor or furnishing material or rentals, under the Contract; and (3) a Certificate of Insurance.

The Bonds shall be prepared as specified in Standard Specifications Section 103-7 Sample Form of Performance Bond and Section 103-08 Sample Form of Labor and Material Bond, and shall have as Surety thereon such Surety Company or companies as are acceptable to the Owner and are authorized to transact business in the State of New York. The Surety Company shall, at a minimum, be A rated or better by Best's.

FORM OF AGREEMENT

The preliminary form of agreement is included in these documents in Section D.

AWARD

The Contract will be awarded to the lowest responsible bidder pursuant to the provisions of the General Municipal Law. The Village Board reserves the right to determine responsibility based on an evaluation of the Contractor's qualifications, experience, organization, finances, past performances, and other applicable factors. The Village Board further reserves the right to reject any or all bids.

Alternates are included in the proposal; the base bid plus the below listed combination of alternates shall be considered by the Village pursuant to the project budget. The base bid plus alternates are listed in order of priority. The project budget will be announced before the opening of any submitted bids.

1. Base Bid
2. Base Bid + Alt. 1 (Flexible Porous Pavement)
3. Base Bid + Alt. 2 (Structural Soil)
4. Base Bid + Alt. 1 + Alt. 2
5. Base Bid + Alt. 2 + Alt. 3 (Tree Grates)
6. Base Bid + Alt. 2 + Alt. 3 + Alt. 4 (Brick Pavers)

The bid price of any pay item must be the same across base and alternate bids. If there are discrepancies in the bid price between the base bid and any alternates then the price of the item in the base bid, or lowest (number) alternate if item is not in the base bid, will be used throughout to adjust bid price(s).

OWNER

The Village of Dobbs Ferry, Westchester County, New York.

SALES TAX EXEMPTION

Under Chapter 513 of the Laws of New York 1974, all materials and supplies sold to a Contractor and which are to become an integral, component part of a structure, building or real property owned by an exempt organization such as the municipality, are exempt from the payment of New York State Sales or compensatory use taxes. Therefore, the Contractor should not include any amount in its bid price to cover sales taxes for the above items.

REQUIRED SUBMISSIONS

Following the bid opening, the apparent low bidder shall submit to the Engineer within seven (7) days a preliminary schedule, financial information and experience information.

Prior to award, the successful bidder will be required to meet the following requirements:

- a. The successful bidder, if his business is not registered in New York State, must provide the Village with a certificate issued by the Secretary of State of New York stating that the Corporation is authorized to do business within the State and is presently in good standing. If the entity to whom the bid is awarded is not a corporation, it would be required that the entity's certificate of doing business, which should be on file in the County Clerk's Office, be provided. (This would also hold true in the case of joint ventures which would be required to disclose the underlying entities which make up the joint venture and the supplying of the requisite certificate of doing business of each such entity.)
- b. A statement by the successful bidder that no officer, director or stockholder (if less than 10 stockholders) of the successful bidder is an officer or employee of the Village or is a relative of any such Village officer or employee. If such officer, director or stockholder does exist, their names and relationship should be disclosed to the Village.
- c. The successful bidder must have a New York State Vendor Responsibility Questionnaire for Profit Construction, Form CCA-2, for themselves as well as any subcontractors on file and approved by the NYSDOT prior to working beginning work on a State Highway. For more information, contact the NYSDOT Contract Management Bureau Pre-Award Unit at VendorResponsibility@dot.ny.gov or (518) 457-1564.

APPROVALS

There will not be any approvals given for any "or equals" materials, equipment or systems prior to the award of the contract.

PRE-CONSTRUCTION MEETING

After the contract has been awarded and prior to the start of work, a pre-construction meeting shall be held at the project site. The Engineer-In-Charge, the Inspector, the Village's Responsible Local Official, the NYSDOT Local Projects Construction Advisor, and the Contractor shall all be present. No work or mobilization shall commence before the pre-construction meeting. The Engineer shall coordinate the date and time of the meeting.

**SECTION C
BID PROPOSAL**

**MAIN STREET SIDEWALKS IMPROVEMENT PROJECT
VILLAGE OF DOBBS FERRY
WESTCHESTER COUNTY, NEW YORK**

To:

Bid Submitted By:

**Village Hall
Village of Dobbs Ferry
112 Main Street
Dobbs Ferry, NY 10522**

(Name)

(Address)

(Telephone Number)

1. I/We do hereby declare that I/We have carefully examined the Plans and the Specifications relating to the above entitled matter and the work, and have also examined the site.
2. I/We do hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, Drawings, and Specifications relating thereto, and to furnish all labor, tools, implements, models, forms, transportations and materials necessary and proper for the purpose for the price/prices as given on the bid forms.
3. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefor, including all claims that may arise through damages or any other cause whatsoever.
4. I/We do hereby agree that I/We will execute a contract therefor, containing all the terms, conditions, provisions and covenants necessary to complete the work according to the Plans and Specifications therefore within 10 business days after the award of the contract and if I/We fail to execute said contract within said period of time, that the Village Board shall have the power to rescind said award. The Contract execution will serve as the official notification to commence work.
5. I/We do also declare and agree I/We will commence the work within five days after the contract execution and will complete the work fully and in every respect on or before the time specified in said contract and do authorize the said Board, in case of failure to complete the work within such specified time to employ such men, equipment and materials as may be necessary for the proper completion of said work and to deduct the cost thereof from the amount due under the contract.
6. [Intentionally Omitted]

7. I/We hereby affirm that 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 the penalty of perjury, that to the best of knowledge and belief:
- a. 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;
 - b. 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
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.
8. I/We hereby further agree that this proposal is a firm bid and shall remain in effect for a period of at least forty-five (45) calendar days from the date of the opening of bids, and that with said period of forty-five (45) days, the Village will accept or reject this proposal, or this period may be extended by mutual agreement.
9. I/We do hereby declare that, if this is a corporate bid, I have been duly authorized to act as the signator on this proposal in behalf of this corporation.
10. I/We hereby affirm, under penalty of perjury, the truth of all statements in this proposal.
11. I/We hereby agree that I/We accept the unit prices and/or lump sums on the following pages, for the various items of work.
12. I/We hereby agree that I/We shall make no claim on account of any variation of the approximate estimate in the quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient ground for a change in the price of that item.

(Legal Name of Bidder)

Date: _____

By: _____
(Authorized Signature)

Corporate Seal
(if incorporated)

Bidder acknowledges receipt of Addenda as follows:

_____	_____
	Signature
_____	_____
	Signature
_____	_____
	Signature

The following is a list of places where we have performed work of similar character and magnitude, together with references:

<u>Project Name & Location</u>	<u>Approximate Cost</u>	<u>References & Telephone #</u>

The full names and places of residence of all persons and parties interested as principals in the foregoing proposal are as follows:

_____	_____
(PRINT NAME)	(ADDRESS)
_____	_____
(PRINT NAME)	(ADDRESS)

Signature of Bidder: _____

Federal Tax ID/EIN: _____

Business Address: _____

Place of Residence: _____

Date: _____

BID PROPOSAL
MAIN STREET SIDEWALKS IMPROVEMENT PROJECT
DOBBS FERRY, NY

Name of Bidder _____
 Address _____
 City, State Zip _____

Email: _____
 Telephone: _____
 Fax: _____

Note: The Lump Sum and Unit Price amount is to be written in both words and numbers. In case of discrepancy, the amount shown in words shall govern. The price shall be in dollars and cents. The Lump Sum amount shall include all labor, materials, equipment, services, etc. required to complete the work in accordance with the Plans, Specifications and all other Contract Documents within the specified completion date.

ITEM NO.	BID ITEM	UNIT	EST. QUANT.	UNIT PRICE	UNIT PRICE	TOTAL PRICE
				(IN NUMBERS)	(IN WORDS)	
203.02	Unclassified Excavation and Disposal	CY	715			
206.05	Test Pit Excavation	EA	4			
209.11000001	Geotextile Fabric Sediment Collection Bag	EA	5			
209.13	Silt Fence – Temporary	LF	100			
304.11	Subbase Course, Type I	CY	375			
402.098104	9.5 F1 Top Course HMA 80 Series Compaction	TON	25			
402.198904	19 F9 Binder Course HMA 80 Series Compaction	TON	7			
402.378904	37.5 F9 Base Course HMA 80 Series Compaction	TON	10			
490.30	Miscellaneous Cold Milling of Bituminous Concrete	SY	170			

BID PROPOSAL
MAIN STREET SIDEWALKS IMPROVEMENT PROJECT
DOBBS FERRY, NY

ITEM NO.	BID ITEM	UNIT	EST. QUANT.	UNIT PRICE	UNIT PRICE	TOTAL PRICE
				(IN NUMBERS)	(IN WORDS)	
559.16960025	Protective Sealing of Structural Concrete	SF	200			
576.2001	Downspout System (3" Dia. PVC Pipe)	LF	225			
608.0101	Concrete Sidewalks and Driveways (Galvanized Reinforcement) (20% GGBFS))	CY	250			
608.01020005	Colored and Imprinted Portland Cement Concrete Sidewalk	CY	50			
608.21	Embedded Detectable Warning Units	SY	15			
609.0212	Stone Curb - Near Vertical Face (Granite)	LF	255			
610.1101	Mulch – Wood Chips and Shredded Bark	CY	8			
610.1201	Permeable Weed Control Landscape Fabric	SY	90			
610.1402	Topsoil	CY	45			
610.19	Watering Vegetation	1,000 GAL	4			
611.0111	Planting – Street Tree	EA	19			
611.19010024	Post-Planting Care with Replacement	EA	19			
614.060204	Tree and Stump Removal (6" to 12")	EA	11			
614.060304	Tree and Stump Removal (over 12" to 18")	EA	12			

BID PROPOSAL
MAIN STREET SIDEWALKS IMPROVEMENT PROJECT
DOBBS FERRY, NY

ITEM NO.	BID ITEM	UNIT	EST. QUANT.	UNIT PRICE	UNIT PRICE	TOTAL PRICE
				(IN NUMBERS)	(IN WORDS)	
614.060404	Tree and Stump Removal (over 18" to 24")	EA	1			
614.0701	Stump Removal	EA	3			
619.01	Basic Work Zone Traffic Control	LS	1			
619.27	Mailboxes	EA	1			
625.01	Survey Operations	LS	1			
625.070001	Supplemental Site Survey (As-Built Survey)	LS	1			
627.50140008	Pavement Cutting	LF	4,000			
634.06010007	Relocate Parking Meters (with sleeves)	EA	35			
635.0103	Cleaning and Preparation of Pavement Surfaces – Lines (Existing Stripe Removal)	LF	1,600			
645.5102	Ground-Mounted Sign Panels with Z-Bars (≤ 32 SF)	SF	72			
645.81	Type A Sign Post	EA	6			
647.31	Remove, Store, And Relocate Sign Panel and Assembly	EA	6			
655.03110006	Window Well Frame and Grate	EA	1			
655.17000011	Resetting Existing Utility Service Frames	EA	9			

BID PROPOSAL
MAIN STREET SIDEWALKS IMPROVEMENT PROJECT
DOBBS FERRY, NY

ITEM NO.	BID ITEM	UNIT	EST. QUANT.	UNIT PRICE	UNIT PRICE	TOTAL PRICE
				(IN NUMBERS)	(IN WORDS)	
663.33	Adjust Existing Utility Valve Box Elevation	EA	30			
665.20040004	Aluminum Access Doors	EA	1			
685.01	Epoxy Reflectorized Pavement Stripes	LF	2,800			
685.04	Epoxy Reflectorized Pavement Symbols	EA	45			
697.03	Field Change Payment	DC	20,000	\$ 1.00	One and 00/100	\$ 20,000.00
698.04	Asphalt Price Adjustment	DC	1,700	\$ 1.00	One and 00/100	\$ 1,700.00
698.05	Fuel Price Adjustment	DC	500	\$ 1.00	One and 00/100	\$ 500.00
698.06	Steel/Iron Price Adjustment	DC	800	\$ 1.00	One and 00/100	\$ 800.00
699.040001	Mobilization (4% Maximum)	LS	1			
TOTAL BASE BID						
ALTERNATE 1 (Add Flexible Porous Pavement Around Proposed Trees)						
610.1101	DEDUCT - Mulch – Wood Chips and Shredded Bark	CY	8	()	()	()
420.98000004	ADD - Flexible Porous Pavement	SF	725			
623.11	ADD - Crushed Gravel (3/4" Stone)	CY	10			

BID PROPOSAL
MAIN STREET SIDEWALKS IMPROVEMENT PROJECT
DOBBS FERRY, NY

ITEM NO.	BID ITEM	UNIT	EST. QUANT.	UNIT PRICE	UNIT PRICE	TOTAL PRICE
				(IN NUMBERS)	(IN WORDS)	
ALTERNATE 1 BID						
ALTERNATE 2 (Add Structural Soil at Proposed Trees)						
610.1402	DEDUCT - Topsoil	CY	45	()	()	()
203.02	ADD - Unclassified Excavation & Disposal	CY	200			
610.14000011	ADD - Structural Soil Mix	CY	245			
ALTERNATE 2 BID						
ALTERNATE 3 (Add Tree Grates Around Proposed Trees)						
610.1101	DEDUCT - Mulch – Wood Chips and Shredded Bark	CY	8	()	()	()
610.1201	DEDUCT - Permeable Weed Control Landscape Fabric	SY	90	()	()	()
615.04070101	ADD - Tree Grate with Frame	EA	19			
ALTERNATE 3 BID						
ALTERNATE 4 (Add Brick Paver Strip)						
608.01020005	DEDUCT - Colored and Imprinted Portland Cement Concrete Sidewalk	CY	50	()	()	()
608.0101	ADD - Concrete Sidewalks and Driveways (Galvanized Reinforcement) (20% GGBFS)	CY	40			

BID PROPOSAL
MAIN STREET SIDEWALKS IMPROVEMENT PROJECT
DOBBS FERRY, NY

ITEM NO.	BID ITEM	UNIT	EST. QUANT.	UNIT PRICE	UNIT PRICE	TOTAL PRICE
				(IN NUMBERS)	(IN WORDS)	
608.05	ADD - Brick Paved Sidewalks and Driveways (Bituminous Setting Bed)	SY	350			
ALTERNATE 4 BID						

The total bid shall be the sum of the extensions (unit price multiplied by estimated quantity, for each item). It is stated here only as a convenience for comparison of bids. If there are any errors in addition or multiplication, the unit prices for each item shall govern, and the bid comparison will be made on the basis of correct arithmetic applied to these unit prices. In case of a discrepancy between the unit price in words and the unit price in numbers, the unit prices in words shall govern.

The estimated quantities are not guaranteed and are only for bid comparison purposes and final payment will be made for actual quantities regardless of the estimated quantities contained herein. The contractor is further advised that the estimated quantities shown in the Bid Sheets may be reduced or deleted in order to ensure that this Contract can be completed within the budget established for this work. In the event that certain work is deleted or reduced, the Unit Price Bid shall remain in effect for this work.

The bid price of any pay item must be the same across base and alternate bids. If there are discrepancies in the bid price between the base bid and any alternates then the price of the item in the base bid, or lowest (number) alternate if item is not in the base bid, will be used throughout to adjust bid price(s).

**STATEMENT OF NON-COLLUSION
(To be Completed by Each Bidder)**

In accordance with Section 103-d General Municipal Law, effective September 1, 1966, every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof or to a fire district or any agency or official thereof for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed to by the bidder and affirmed by such bidder as true under the penalties or 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 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 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.
 - (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. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as the person signing in its behalf.
- c. That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

Signed: _____

Firm: _____

Title: _____

Date: _____

RESOLUTION

Resolved that _____ be
(Name of Corporation)

authorized to sign and submit the bid or proposal of this corporation for the following project

(Describe Project)

and to include in such bid or proposal the certificate as to non-collusion required by section one-hundred-three-d (103-d) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or mis-statements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____
corporate at a meeting of the

Board of Directors held on the _____ day of _____, 20__.

(SEAL OF THE CORPORATION)

(SECRETARY)

Laws of New York, 1965
Ch. 751, Sec. 103-d, as amended
effective September 1, 1965

OFFER OF SURETY

(To be completed by each bidder)

In the event the above proposal is accepted and the undersigned is awarded the Contract for work, the undersigned offers as surety for faithful performance, bond and/or bonds to protect labor and material man, the following surety:

SURETY COMPANY

Signed _____

(Bidder)

CERTIFICATE OF SURETY to be signed by a duly authorized official, agent or attorney of the Surety Company.

In the event that the above Proposal is accepted and the contract for the work is awarded to said

_____ the
(Bidder's Name)

_____ will execute the Surety Bonds as
(Surety Company)

herein before provided.

Signed: _____

Dated: _____

HOLD HARMLESS AGREEMENT

(To be approved by your Attorney)

The Contractor (and all subcontractors) shall, during the performance of this work, take all necessary precautions and place proper safeguards for the prevention of accident and shall indemnify and hold harmless, the Village of Dobbs Ferry, its employees, officers and agents, James J. Hahn Engineering, P.C. and their employees from all claims, suits and actions and all damages and costs to which they may put by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work or in guarding and protecting the same or from any improper methods, materials implements or appliances used in its performance or construction or by or on account of any direct or indirect act or omission of passive or concurrent negligent act or omission by the Village of Dobbs Ferry or any of its employees, officers or agents may have directly or indirectly caused or contributed thereto.

BIDDER/CONTRACTOR (Company Name) _____

ADDRESS _____

(Signature)

(Print Name)

(Title)

(Dated)

NOTARY:

Subscribed and sworn to before me
this _____ day of _____, 20__

Notary Public



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS: that

(as Principal, hereinafter called Principal, and

a corporation duly organized under the laws of the State of
as Surety, hereinafter call the Surety, are held and firmly bound unto

as Obligee, hereinafter called Obligee, in the sum of

Dollars (\$ _____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with
the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract documents with good and sufficient surety for the
faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure
of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty
hereof between the amount specified in said bid and such larger amounts for which the Obligee may in good faith contract with another party to perform
the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ 20____

_____ (Witness)	<div style="border: 1px solid black; padding: 5px; text-align: right;">(Principal) (Seal)</div> <div style="border: 1px solid black; padding: 5px; text-align: right;">(Title)</div>
--------------------	--

_____ (Witness)	<div style="border: 1px solid black; padding: 5px; text-align: right;">(Surety) (Seal)</div> <div style="border: 1px solid black; padding: 5px; text-align: right;">(Title)</div>
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INSURANCE

Prior to contract signing and commencing work, the Contractor shall furnish to the Village of Dobbs Ferry Certificates of Insurance evidencing the requirements established in NYSDOT Standard Specifications Section 107-06 "Insurance".

The cost of furnishing the required insurances shall be borne by the Contractor; there will be no direct payment for this work. Cost will be deemed to have been included in the unit price for all scheduled items. The Contractor shall require all subcontractors to provide the same insurance coverage.

In addition to the NYSDOT, the Additional Insured and Waiver of Subrogation shall include the Village of Dobbs Ferry and James J. Hahn Engineering, P.C.

The following insurances listed in Section 107-06 shall NOT be required:

- 107-06 B. 7. "Professional Liability/Errors and Omissions"
- 107-06 B. 8. "Railroad Protective Liability Insurance"
- 107-06 B. 9. "Marine Protection & Indemnity"
- 107-06 B. 10. "Pollution Liability Insurance"
- 107-06 B. 11. "Builders' Risk Policy"

By signing the below, the Contractor acknowledges that he has reviewed, understands, and agrees to the insurance requirements of NYSDOT Standard Specifications Section 107-06 "Insurance".

Contractor's Signature

Date

Print Name and Title

SEXUAL HARASSMENT WRITTEN POLICY & TRAINING CERTIFICATION
(To be Completed by Each Bidder)

I, _____, being duly sworn, deposes and says that I am
(Name of Individual Signing this Certification)

the _____ of the _____
(Title/Position of Signer) (Name of Bidder)

and that by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law.

Print Company Name

By: _____
Signature

Title

Sworn to before me this

_____ day of _____, 20____

Notary Public

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT
(To be Completed by Each Bidder)**

Each bidder/proposer, any person signing on behalf of any bidder/proposer and any assignee or subcontractor and, in the case of a joint bid/proposer, each party thereto, certifies, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer and any subcontractor or assignee is not identified on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law (the "Prohibited Entities List").

During the term of any contract awarded pursuant to this bid, should the Town of Bedford (the "Town") receive information that a bidder/proposer is in violation of the above-referenced certification, the Town will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as may be appropriate including, but not limited to, seeking compliance, recovering damages or declaring the bidder/proposer in default.

The Town reserves the right to reject any bid or proposal from a bidder/proposer 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/proposer that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she
(Name of Individual Signing this Certification)

is the _____ of the _____ and that neither
(Title/Position of Signer) (Name of bidder/proposer)

the bidder/proposer nor any proposed subcontractor is identified on the Prohibited Entities List.

Print Company Name

By: _____
Signature

Title

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

Notary Public

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

- A. The prospective bidder certifies to the best of its knowledge and belief that they and their Principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the Bidder is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

- A. The prospective bidder certifies, by signing and submitting this bid or proposal, to the best of his/her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. The prospective bidder also agrees by submitting his/her bid or proposal that he/she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that such subrecipients shall certify and disclose accordingly.

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

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

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

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

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

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

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

NON-COLLUSIVE BIDDING CERTIFICATION

(NYS Finance Law §139-d and General Municipal Law §103-d)

1. By submission of this bid:

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

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

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

The fact that the bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised 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."

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

NON-COLLUSIVE BIDDING CERTIFICATION (2 CFR 1200)

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

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

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

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

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

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

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

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

NEW YORK STATE OFFICE OF THE INSPECTOR GENERAL HOTLINE

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

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

Federal DBE Commitment and GFE Bid Requirements

Letting Date:

Proposer Name

Address:

PIN
 Contract #
 DBE Goal % as Stated in the Advertisement

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

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

DBE Name:	Work Category*	Description of Work	DBE Credit % (A)	Commitment (B)	DBE Credit (AxB)
Example Company: Drainage R Us Address: 2543 Lexington Street, Troy, NY 12180	Construction	Closed Drainage Installation	100	\$1,120,000	\$1,120,000
<input style="width: 250px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 150px;" type="text"/>	<input style="width: 50px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
Address: <input style="width: 250px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 150px;" type="text"/>	<input style="width: 50px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
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<input style="width: 250px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 150px;" type="text"/>	<input style="width: 50px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
Address: <input style="width: 250px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 150px;" type="text"/>	<input style="width: 50px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
<input style="width: 250px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 150px;" type="text"/>	<input style="width: 50px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
Address: <input style="width: 250px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 150px;" type="text"/>	<input style="width: 50px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>

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

Total Commitment:

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

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

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

Submitted By:

Enter Proposers Contact Information

Name:

Title:

Company Federal Tax ID XX-XXXXXXX

SECTION D
AGREEMENT
FOR
PROJECT TITLE
VILLAGE OF DOBBS FERRY

THIS AGREEMENT, executed in quadruplicate, made this _____ day of _____, 20__, by and between the Village of Dobbs Ferry, a municipal corporation with offices at Village Hall, 112 Main Street, Dobbs Ferry, NY 10522, County of Westchester, State of New York, party of the first part, hereinafter designated the Village and _____ a business authorized to do business in New York State with offices at _____, party of the second part, hereinafter designated the CONTRACTOR.

WITNESSETH, that the CONTRACTOR and the Village for the consideration hereinafter named, agree as follows:

ARTICLE I - PURPOSE:

The work consists of reconstructing sidewalks and installing curbs along Main Street. The project is located on the east and west sides of Main Street, between Cedar and Chestnut Streets in the Village of Dobbs Ferry. Other related work shall include demolition, traffic protection, tree removal, tree planting, and preparing, restoring and cleaning the project area, all in accordance with the plans and specifications, as directed by the Engineer. Coordination with the Department of Public Works and the Village is required and expected throughout the duration of the construction project.

The CONTRACTOR shall furnish all labor, materials, equipment and services, testing and start up to complete all work as required for the completion of this Contract in accordance with the Contract Documents.

In furtherance of this end, the Village has prepared Specifications and Supporting Data, and has solicited bids for the work. When bids were opened, the bid prepared by the CONTRACTOR was the lowest bid received in compliance with the specifications and the Village awarded the work to the Contractor on _____.

ARTICLE II - SCOPE:

The Village accepts the CONTRACTOR'S bid proposal dated _____. The work to be done is shown and detailed on the following documents, which are collectively referred to herein as the "Contract Documents":

Notice to Bidders, Instruction to Bidders, Bid Proposal, Agreement, Performance Bond,

Labor and Material Bond, General Release, Prevailing Wage, Compliance with Labor Law Requirements, Insurance, Non-Discrimination Clause, General Conditions, Special Conditions, Technical Specifications, Addenda, and Construction Drawings.

All of the above items are dated _____ unless otherwise noted, and are attached hereto labeled as “Main Street Sidewalks Improvement Project, Dobbs Ferry, New York, Prepared by James J. Hahn Engineering, P.C., Putnam Business Park, 1689 Route 22, Brewster, New York 10509”, and made a part of this Agreement.

There is further attached hereto and made a part of this Agreement:

1. “Bid Proposal” to the Village of Dobbs Ferry, dated _____, executed by the CONTRACTOR, attached hereto and marked “EXHIBIT A”.
2. Notice of Award letter by the Village of Dobbs Ferry, dated _____, attached hereto and marked “EXHIBIT B”.
3. Performance and Payment Bonds No. _____, dated _____.

ARTICLE III - TIME OF COMPLETION:

- (a) The CONTRACTOR shall commence work under this Agreement within _____ days of the Notice to Proceed or as soon as possible as directed by the OWNER.
- (b) The CONTRACTOR shall complete work by _____. The Contractor shall be responsible for completion of the Contract as required under Section 202 – TIME OF COMPLETION.
- (c) If the CONTRACTOR is unable to satisfactorily complete all work by the time of completion, the Village may grant an extension of time, if, in the opinion of the Village the delay in completing work was due to causes beyond the CONTRACTOR’S control, and not due to the CONTRACTOR’S negligence, actions or inaction.

ARTICLE IV - PAYMENT:

- (a) The Village will pay the CONTRACTOR for services under this Agreement the unit prices and lump sums as shown in “EXHIBIT A”.
- (b) It is the intention of the Agreement to include under the above unit prices and lump sums all necessary services required to complete this project. If additional work is required, such work may be done on a mutually agreed basis, and authorized in writing by the Village.
- (c) Payment to the CONTRACTOR requires execution of CONTRACTOR’S invoice.

The payment form shall be in a format prescribed by the ENGINEER, in accordance with AIA document G702 and G703. The Village is a tax-exempt municipality.

- (d) Vouchers are paid once monthly and must be received by the Engineer no later than twenty (20) days prior to Meetings for payment to be mailed to the CONTRACTOR within thirty (30) days of the Board meeting.
- (e) Following a final site inspection of the Contract work and prior to final payment, the CONTRACTOR shall submit the General Release form from the Contract Documents. The General Release shall state that all obligations incurred by the CONTRACTOR in carrying out this Agreement have been satisfied including wages and costs of subcontractors, equipment and materials. The General Release shall be acceptable in form and sufficiency to the Attorney and ENGINEER, in the amount of 100% of the final Contract Price, and shall ensure satisfactory repair or replacement of defective work as required under the General Conditions.
- (f) Pursuant to approval of the General Release, the CONTRACTOR shall receive final payment for approved work Village.

ARTICLE V - COMPLIANCE WITH LAWS AND REGULATIONS:

In carrying out the terms of this Agreement, the CONTRACTOR shall comply with all applicable laws, regulations and procedures of the United States of America, State of New York, County of Westchester and the Village. In particular, the CONTRACTOR'S attention is directed to the Specifications Section H, "Prevailing Wage" and Section I, "Compliance With The Labor Law and other Department of Labor Regulations" and any related addendum.

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

AFFIX CORPORATE SEAL

By: _____, Village Administrator

STATE OF NEW YORK)
) SS.:
COUNTY OF WESTCHESTER)

On the ____ day of _____, 20 __, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that s/he resides at _____; that s/he is the Village Administrator, the municipal described in an which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of said municipal; and that s/he signed her/his name thereto by like order.

NOTARY PUBLIC

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

AFFIX CORPORATE SEAL

By: _____
_____, _____
Contractor Title

STATE OF NEW YORK)
) SS.:
COUNTY OF WESTCHESTER)

On the ____ day of _____, 20__, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he resides at _____; that s/he is the _____ of _____ the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that s/he signed her/his name thereto by like order.

NOTARY PUBLIC



AIA®

Document A312™ – 2010

Performance Bond**CONTRACTOR:***(Name, legal status and address)***SURETY:***(Name, legal status and principal place of business)***OWNER:***(Name, legal status and address)***CONSTRUCTION CONTRACT**

Date:

Amount:

Description:

*(Name and location)***BOND**

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16**CONTRACTOR AS PRINCIPAL**Company: *(Corporate Seal)***SURETY**Company: *(Corporate Seal)*

Signature: _____

Name

and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: _____

Name

and Title:

*(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:****OWNER'S REPRESENTATIVE:***(Architect, Engineer or other party:)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

§ 1 The Contractor and 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 when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, 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;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 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, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven 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 Section 5.4, and the Owner refuses the payment 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.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, 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. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .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 Section 5; and
- .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.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 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, successors and assigns.

§ 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 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 a declaration of 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 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 page on which their signature appears.

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

§ 14 Definitions

§ 14.1 **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 amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

SAMPLE

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name

and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: _____

Name

and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

§ 1 The Contractor and 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, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts 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 are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 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 the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 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.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, 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.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having 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 Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. 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 Contract, 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.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

SAMPLE

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

SECTION G

GENERAL RELEASE

(To Be Submitted With Requisition For Final Payment)

KNOW ALL MEN BY THESE PRESENTS, that _____
(Contractor)

for and in consideration of the sum of _____
(Final Contract Price)

lawful money of the United States of America, to it in hand paid

by

(Owner/Contracting Agency)

have remised, released, quit-claimed, and forever discharged, and by these presents do for its successors and assigns remise, release, quit-claim, and forever discharge the said

(Owner/Contracting Agency)

and its successors and assigns and administrators, of and from any and all manner of action and actions, caused and causes of action, suits, debts, dues, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contract, controversies, agreements, promises, variances, trespasses, damages, judgments, patents, extents, executions, claims and demands whatsoever in law and unity which against the said

(Owner/Contracting Agency)

now have or which heirs, executors, or administrators hereafter can, shall, or may have, for upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these presents rising out of the construction, in accordance with contract entered into between parties hereto,

dated _____, 20____, any admittance or supplements thereto.

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its _____ and its corporate seal to be hereto affixed and duly attested by its

_____ this _____ day of _____.

ATTEST:

PRINCIPAL:

AFFIX CORPORATE SEAL

STATE OF NEW YORK)

)

SS:

COUNTY OF WESTCHESTER)

On the _____ day of _____, 20____, before me personally came _____
_____ to me known, who, being by me duly sworn, did depose and say that he
resides at _____; that he is the _____
of _____ the corporation described and that he signed his name thereto.

NOTARY PUBLIC

SECTION H
PREVAILING WAGE RATES

State Prevailing Wages and Davis Bacon Wage Rates are included in this Section. Note it is the Contractor's responsibility to pay the higher wage for the employee's job classification.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Village of Dobbs Ferry

William Angiolillo, Engineer
James J Hahn Engineering, P.C.
Putnam Business Park
1689 Route 22
Brewster NY 10509

Schedule Year 2021 through 2022
Date Requested 05/10/2019
PRC# 2019006017

Location Main St, btwn Chestnut & Cedar

Project ID#

Project Type Replacement of curbs and sidewalks along Main Street in Dobbs Ferry. Other work includes tree removal, tree planting, and traffic protection.

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. 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.

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

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

Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Village of Dobbs Ferry

William Angiolillo, Engineer
James J Hahn Engineering, P.C.
Putnam Business Park
1689 Route 22
Brewster NY 10509

Schedule Year 2021 through 2022
Date Requested 05/10/2019
PRC# 2019006017

Location Main St, btwn Chestnut & Cedar

Project ID#

Project Type Replacement of curbs and sidewalks along Main Street in Dobbs Ferry. Other work includes tree removal, tree planting, and traffic protection.

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Amount of Contract: \$ _____

Approximate Starting Date: ____/____/____

Approximate Completion Date: ____/____/____

Contract Type:

☐ (01) General Construction

☐ (02) Heating/Ventilation

☐ (03) Electrical

☐ (04) Plumbing

☐ (05) Other : _____

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

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

Effective June 23, 2020

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

(12.20)

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 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. All complaints of fraud and violations are taken seriously. You can remain anonymous.

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

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 – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

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

Westchester County General Construction

Boilermaker

11/01/2021

JOB DESCRIPTION Boilermaker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per Hour: 07/01/2021

Boilermaker	\$ 63.38
Repairs & Renovations	63.38

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

Boilermaker	32% of hourly
Repair \$ Renovations	Wage Paid
	+ \$ 25.38

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

Repairs & Renovation see (B,E,Q)

HOLIDAY

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 12, 15, 16, 22, 23, 24, 25) on HOLIDAY PAGE

NOTE: *Employee must work in pay week to receive Holiday Pay.

**Employee gets 4 times the hourly wage rate for working Labor Day.

REGISTERED APPRENTICES

Wage per hour:

(1/2) Year Terms at the following percentage of Boilermaker's Wage

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

Supplemental Benefits Per Hour:

	07/01/2021
Apprentice(s)	32% of Hourly
	Wage Paid Plus
	Amount Below

1st Term	\$ 19.41
2nd Term	20.26
3rd Term	21.11
4th Term	21.96
5th Term	22.82
6th Term	23.68
7th Term	24.52

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

Carpenter

11/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2021

Piledriver	\$ 56.93
Dockbuilder	\$ 56.93

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 53.33

OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour

(1)year terms:

1st	2nd	3rd	4th
\$23.37	\$28.97	\$37.35	\$45.74

Supplemental benefits per hour:

All Terms: \$ 35.33

8-1556 Db

Carpenter

11/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2021

Carpet/Resilient

Floor Coverer \$ 54.75

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 46.97

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE.

Paid for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

1st	2nd	3rd	4th
\$ 24.55	\$ 27.55	\$ 31.80	\$ 39.68

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 16.19	\$ 17.69	\$ 21.29	\$ 23.29

8-2287

Carpenter

11/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour: 07/01/2021

Marine Construction:

Marine Diver	\$ 71.80
Marine Tender	51.34

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 53.33

OVERTIME PAY

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

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 11, 13, 16, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

1st year	\$ 23.37
2nd year	28.97
3rd year	37.35
4th year	45.74

Supplemental Benefits

Per Hour:

All terms \$ 35.33

8-1456MC

Carpenter

11/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2021

Building	
Millwright	\$ 57.00

SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 54.60

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18,19) on HOLIDAY PAGE.

Overtime See (5,6,8,11,13,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$30.74	\$36.19	\$41.64	\$52.54

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
------	------	------	------

\$35.03 \$38.73 \$43.08 \$49.84

8-740.1

Carpenter

11/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour:

07/01/2021

Timberman

\$ 52.05

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2021

\$ 52.78

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st	2nd	3rd	4th
\$21.42	\$26.53	\$34.18	\$41.84

Supplemental benefits per hour:

All terms \$ 35.06

8-1556 Tm

Carpenter

11/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

PARTIAL COUNTIES

Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, Tompkins Corner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour: 07/01/2021 10/18/2021

Core Drilling:

Driller \$ 41.74 \$ 42.27

Driller Helper 32.92 33.47

Note: Hazardous Waste Pay Differential:

For Level C, an additional 10% above wage rate per hour

For Level B, an additional 10% above wage rate per hour

For Level A, an additional 10% above wage rate per hour

Note: When required to work on water: an additional \$ 0.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Driller and Helper \$ 29.40

H-25 \$ 30.60
Page 23

OVERTIME PAY

OVERTIME: See (B,E,K*,P,R**) on OVERTIME PAGE.

HOLIDAY

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

Overtime: * See (5,6) on HOLIDAY PAGE.

** See (8,10,11,13) on HOLIDAY PAGE.

8-1536-CoreDriller

Carpenter - Building / Heavy&Highway

11/01/2021

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

WAGES

WAGES:(per hour)

07/01/2021

BUILDING/HEAVY & HIGHWAY/TUNNEL:

Carpenter

Base Wage

\$ 37.69

+ \$7.63*

*For all hours paid straight or premium.

SHIFT DIFFERENTIAL: When it is mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen percent (15%) of wage plus applicable benefits.

NOTE: Carpenters employed in the removal or abatement of asbestos or any toxic or hazardous material or required to work near asbestos or any toxic or hazardous material and required to wear protective equipment shall receive two (2) hours extra pay per day, plus applicable supplemental benefits.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker

\$ 31.91

OVERTIME PAY

BUILDING:

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

HEAVY&HIGHWAY/TUNNEL:

See (B, E, P, *R, **T, X) on OVERTIME PAGE.

*R applies to Heavy&Highway/Tunnel Overtime Holiday Code 25 with benefits at straight time rate.

**T applies to Heavy&Highway/Tunnel Overtime Holiday Codes 5 & 6 with benefits at straight time rate.

HOLIDAY

BUILDING:

Paid: See (1) on HOLIDAY PAGE.

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

Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:

Paid: See (5, 6, 25) on HOLIDAY PAGE including benefits.

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

REGISTERED APPRENTICES

1 year terms at the following wage rates:

Indentured before July 1 2016

1st	2nd	3rd	4th
\$ 18.85	\$ 22.61	\$ 26.38	\$ 30.15
+3.57*	+3.57*	+3.57*	+3.57*

Indentured after July 1 2016

1st	2nd	3rd	4th	5th
\$ 18.85	\$ 22.61	\$ 24.50	\$ 26.38	\$ 30.15
+3.57*	+3.57*	+3.57*	+3.57*	+3.57*

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All terms \$ 16.28

11-279.1B/HH

Electrician	11/01/2021
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JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond, Westchester

WAGES

Per hour: 07/01/2021

Service Technician \$ 34.40

Service and Maintenance on Alarm and Security Systems.

Maintenance, repair and /or replacement of defective (or damaged) equipment on, but not limited to, Burglar - Fire - Security - CCTV - Card Access - Life Safety Systems and associated devices. (Whether by service contract of T&M by customer request.)

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 19.32

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE

9-3H

Electrician	11/01/2021
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JOB DESCRIPTION Electrician

DISTRICT 8

ENTIRE COUNTIES

Westchester

WAGES

Per hour: 07/01/2021 04/21/2022

*Electrician/A-Technician \$ 53.75 \$ 53.75

Teledata 53.75 53.75

*All new installations of wiring, conduit, junction boxes and light fixtures for projects with a base bid of more than \$325,000. For projects with a base bid of \$325,000 or less, see Maintenance and Repair rates.

Note: On a job where employees are required to work on bridges over navigable waters, transmission towers, light poles, bosun chairs, swinging scaffolds, etc. 40 feet or more above the water or ground or under compressed air, or tunnel projects under construction or where assisted breathing apparatus is required, they will be paid at the rate of time and one-half for such work except on normal pole line or building construction work.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 52.73 \$ 54.39

OVERTIME PAY

See (A, G, *J, P) on OVERTIME PAGE

*NOTE: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

	07/01/2021	01/01/2022	04/21/2022
1st term	\$ 14.00	\$ 15.00	\$ 15.00
2nd term	16.00	16.00	16.00
3rd term	18.00	18.00	18.00
4th term	20.00	20.00	20.00
MIJ 1-12 months	24.00	24.00	25.00
MIJ 13-18 months	27.50	27.50	28.50

Supplemental Benefits per hour:

	07/01/2021	04/21/2022
1st term	\$ 10.15	\$ 10.82
2nd term	13.05	13.05
3rd term	14.39	14.39
4th term	15.72	15.72
MIJ 1-12 months	13.39	13.49
MIJ 13-18 months	13.76	13.87

8-3/W

Electrician

11/01/2021

JOB DESCRIPTION Electrician

DISTRICT 8

ENTIRE COUNTIES

Westchester

WAGES

	07/01/2021	04/21/2022
Electrician -M	\$ 27.50	\$28.50
H - Telephone	\$ 27.50	\$28.50

All work with a base bid amount of \$325,000 or less. Including repairs and /or replacement of defective electrical and teledata equipment, all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls, and washing and cleaning of foregoing fixtures.

*If the project exceeds \$375,000 due to changes in the scope of work, an Electrician/A Technician must be part of the labor ratio.

SUPPLEMENTAL BENEFITS

	07/01/2021	04/21/2022
Electrician &		
H - Telephone	\$ 13.76	\$13.87

OVERTIME PAY

See (B, G, *J, P) on OVERTIME PAGE

*Note: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

8-3m

Elevator Constructor

11/01/2021

JOB DESCRIPTION Elevator Constructor

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

PARTIAL COUNTIES

Rockland: Entire County except for the Township of Stony Point

Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per hour:		
	07/01/2021	03/17/2022
Elevator Constructor	\$ 72.29	\$ 75.14
Modernization & Service/Repair	56.77	59.09

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 will be liable for overtime payments for work over the allotted hours per day listed.

SUPPLEMENTAL BENEFITS

Per Hour:

Elevator Constructor	\$ 41.92	\$ 43.914
Modernization & Service/Repairs	41.082	42.787

OVERTIME PAY

Constructor See (D, M, T) on OVERTIME PAGE.

Modern/Service See (B, F, S) on OVERTIME PAGE.

HOLIDAY

Paid: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES PER HOUR:

*Note: 1st, 2nd, 3rd Terms are based on Average wage of Constructor & Modernization.
Terms 4 thru 9 Based on Journeymans wage of classification Working in.

6 MONTH TERMS:

1st Term*	2nd & 3rd Term*	4th & 5th Term	6th & 7th Term	8th & 9th Term
50%	50%	55%	65%	75%

SUPPLEMENTAL BENEFITS

Elevator Constructor		
1st Term	\$ 0.00	\$ 0.00
2nd & 3rd Term	34.05	34.772
4th & 5th Term	34.91	35.606
6th & 7th Term	36.30	37.052
8th & 9th Term	37.70	38.497

Modernization & Service/Repair		
1st Term	\$ 0.00	\$ 0.00
2nd & 3rd Term	34.00	34.672
4th & 5th Term	34.50	35.195
6th & 7th Term	35.83	36.571
8th & 9th Term	37.15	37.938

4-1

Elevator Constructor	11/01/2021
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JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford

Rockland: Only the Township of Stony Point.

Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per Hour	07/01/2021	01/01/2022
Mechanic	\$ 62.51	\$ 64.63
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 regular hourly if less than 5 years of service. Plus 8% of regular hourly rate if more than 5 years of service.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

Note: When a paid holiday falls on 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 Journeyman/Helper

1-138

Glazier	11/01/2021
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JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per hour:	7/01/2021	11/01/2021
Glazier	\$ 58.60	\$ 59.10
*Scaffolding	59.55	60.55
Glass Tinting & Window Film	29.60	29.60
**Repair & Maintenance	29.60	29.60

*Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24' or more, but not pipe scaffolding.

**Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$148,837. All Glass tinting, window film, regardless of material or intended use, and all affixing of decals to windows or glass.

SUPPLEMENTAL BENEFITS

Per hour:	7/01/2021	11/01/2021
Journeyworker	\$ 36.04	\$ 36.79
Glass tinting & Window Film	21.19	21.19
Repair & Maintenance	21.19	21.19

OVERTIME PAY

See (B,H,V) on OVERTIME PAGE.

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' see (B, B2, I, S) on overtime page.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' Only

Paid: See(5, 6, 16, 25)

Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

7/01/2021	11/01/2021
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1st term	\$ 20.72	\$ 21.00
2nd term	28.66	28.87
3rd term	34.67	34.94
4th term	46.62	47.01

Supplemental Benefits:

(Per hour)

1st term	\$ 16.58	\$ 16.80
2nd term	23.57	23.99
3rd term	26.09	26.57
4th term	30.91	31.52

8-1087 (DC9 NYC)

Insulator - Heat & Frost

11/01/2021

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

Per hour:	07/01/2021	05/31/2022
Insulator	\$ 56.25	+ \$ 2.00
Discomfort & Additional Training**	59.22	+ \$ 2.00
Fire Stop Work*	30.07	+ \$ 2.00

* Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

**Applies to work requiring: garb or equipment worn against the body not customarily worn by insulators; psychological evaluation; special training, including but not limited to "Yellow Badge" radiation training

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 35.10
Discomfort & Additional Training	37.06
Fire Stop Work:	
Journeyworker	17.90

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

Overtime: See (2*, 4, 6, 16, 25) on HOLIDAY PAGE.

*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES

(1) year terms:

Insulator Apprentices:

1st	2nd	3rd	4th
\$ 30.07	\$ 35.30	\$ 40.54	\$ 45.78

Discomfort & Additional Training Apprentices:

1st	2nd	3rd	4th
\$ 31.55	\$ 37.08	\$ 42.61	\$ 48.16

Supplemental Benefits paid per hour:

Insulator Apprentices:

1st term	\$ 17.90
2nd term	21.35
3rd term	24.79
4th term	28.23

Discomfort & Additional Training Apprentices:

1st term	\$ 18.89
2nd term	22.52
3rd term	26.16
4th term	29.80

8-91

Ironworker

11/01/2021

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour: 07/01/2021

Ironworker Rigger \$ 67.99

Ironworker Stone
Derrickman \$ 67.99

SUPPLEMENTAL BENEFITS

Per hour: \$ 41.44

OVERTIME PAY

See (B, D1, *E, Q, **V) on OVERTIME PAGE

*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

** Benefits same premium as wages on Holidays only

HOLIDAY

Paid: See (18) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE

*Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES

Wage per hour:

1/2 year terms at the following hourly wage rate:

	1st	2nd	3rd	4th
07/01/2021	\$33.55	\$47.94	\$53.34	\$58.74

Supplemental benefits:

Per hour:				
07/01/2021	\$21.18	\$31.45	\$31.45	\$31.45

9-197D/R

Ironworker

11/01/2021

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour: 07/01/2021 01/01/2022
Additional
\$ 1.25

Ornamental \$ 46.15
Chain Link Fence 46.15
Guide Rail 46.15

SUPPLEMENTAL BENEFITS

Per hour:
Journeyworker: \$ 60.05

OVERTIME PAY

See (B, B1, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Apprentices hired before 8/31/2018:

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

5th Term	80%
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Supplemental Benefits per hour:

5th Term	54.03
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Apprentices Hired after 9/1/18:

1 year terms

1st Term	\$ 20.63
2nd Term	24.22
3rd Term	27.80
4th Term	31.38

Supplemental Benefits per hour:

1st Term	\$ 17.89
2nd Term	19.14
3rd Term	20.40
4th Term	21.66

4-580-Or

Ironworker

11/01/2021

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

PER HOUR:

07/01/2021

01/01/2022

Ironworker:

Structural \$ 54.20

Bridges

Machinery

Additional \$ 1.75/Hr.

SUPPLEMENTAL BENEFITS

PER HOUR PAID:

Journeyman \$ 82.35

OVERTIME PAY

See (B, B1, Q, *V) on OVERTIME PAGE

*NOTE: Benefits are calculated for every hour paid

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES PER HOUR:

6 month terms at the following rate:

1st	\$28.21
2nd	\$28.81
3rd - 6th	\$29.42

Supplemental Benefits

PER HOUR PAID:

All Terms \$56.90

4-40/361-Str

Ironworker

11/01/2021

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES

Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

WAGES

Per hour: 07/01/2021

Reinforcing &
Metal Lathing \$ 56.25

"Base" Wage \$ 54.70
plus \$ 1.55

"Base" Wage is used to calculate overtime hours only.

SUPPLEMENTAL BENEFITS

Per hour:
Reinforcing & Metal Lathing \$ 38.30

OVERTIME PAY

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

*Only \$22.00 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half \$ 45.08
Double Time \$ 51.33

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 13, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

1st term	2nd term	3rd term	4th Term
Wage Per Hour: \$ 22.55	\$ 28.38	\$ 34.68	\$ 37.18
"Base" Wage \$ 21.00 plus \$1.55	\$ 26.80 plus \$1.58	\$ 33.10 plus \$1.58	\$ 35.60 plus \$1.58

"Base" Wage is used to calculate overtime hours ONLY.

SUPPLEMENTAL BENIFITS

Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 18.17	\$ 21.34	\$ 22.00	\$ 20.50

4-46Reinf

Laborer - Building

11/01/2021

JOB DESCRIPTION Laborer - Building

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

07/01/2021

Laborer \$ 36.40
plus \$5.05**

Laborer - Asbestos & Hazardous
Materials Removal \$ 43.10*

* Abatement/Removal of:

- Lead based or lead containing paint on materials to be repainted is classified as Painter.
- Asbestos containing roofs and roofing material is classified as Roofer.

** This portion is not subject to overtime premium.

NOTE: Upgrade/Material condition work plan for work performed during non-outage under a wage formula of 90% wage/100% fringe benefits at nuclear power plants.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2021

Journeyworker \$ 27.50

OVERTIME PAY

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

*Note: For Sundays and Holidays worked benefits are at the same premium as wages.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

LABORER ONLY

Hourly terms at the following wage:

Level A	Level B	Level C	Level D
0-1000	1001-2000	2001-3000	3001-4000
\$ 21.04	\$ 24.86	\$ 28.69	\$ 32.51

Supplemental Benefits per hour:

Apprentices
All terms \$ 21.15

8-235/B

Laborer - Heavy&Highway

11/01/2021

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

PUTNAM: APPLIES TO ALL HEAVY & HIGHWAY WORK EXCLUDING HIGHWAYS, STREETS, AND BRIDGES

GROUP I: Blaster, Quarry Master, Curbs/Asphalt Screedman, Pipe Jacking and Boring Operations Operator, Qualified Dead Condition Pipe Fuser (B Mechanic)

GROUP II: Burner, Drillers(jumbo, joy, wagon, air track, hydraulic), Drill Operator, Self Contained Rotary Drill, Curbs, Raker, Bar Person, Concrete Finisher.

GROUP III: Pavement Breakers, Jeep Operator, Jack Hammer, Pneumatic Tools (all), Gas Driller, Guniting, Railroad Spike Puller, Pipelayer, Chain Saw, Deck winches on scows, Power Buggy Operator, Power Wheelbarrow Operator, Bar Person Helper, Compressed Air lance, Water Jet Lance.

GROUP IV: Concrete Laborers, Asph. Worker, Rock Scaler, Vibrator Oper., Bit Grinder, Air Tamper, Pumps, Epoxy (adhesives, fillers and troweled on), Barco Rammer, Concrete Grinder, Crack Router Operator, Guide Rail-digging holes and placing concrete and demolition when not to be replaced, distribution of materials and tightening of bolts.

GROUP V: Drillers Helpers, Common Laborer, Mason Tenders, Signal Person, Pit Person, Truck Spotter, Powder Person, Landscape/Nursery Person, Dump Person, Temp. Heat.

GROUP VIA: Asbestos/Toxic Waste Laborer-All removal (Roads, Tunnels, Landfills, etc.) Confined space laborer, Bio-remediation, Phyto-remediation, Lead or Hazardous material, Abatement Laborer.

Wages:(per hour) 07/01/2021

GROUP I \$45.65*
GROUP II 44.30*
GROUP III 43.90*

GROUP IV	43.55*
GROUP V	43.20*
GROUP VIA	45.20*
Operator Qualified	
Gas Mechanic(A Mech)	55.65*
Flagperson	36.85*

*NOTE: To calculate overtime premiums, deduct \$0.10 from above wages

SHIFT WORK: A shift premium will be paid on Public Work contracts for off-shift or irregular shift work when mandated by the NYS D.O.T. or other Governmental Agency contracts. Employees shall receive an additional 15% per hour above current rate for all regular and irregular shift work. Premium pay shall be calculated using the 15% per hour differential as base rate.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

First 40 Hours	
Per Hour	\$26.10
Over 40 Hours	
Per Hour	19.85

OVERTIME PAY

See (B, E, P, R, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

NOTE: For Holiday Overtime: 5, 6 - Code 'S' applies
For Holiday Overtime: 8, 15, 25, 26 - Code 'R' applies

REGISTERED APPRENTICES

	1st term	2nd term	3rd term	4th term
	1-1000hrs	1001-2000hrs	2001-3000hrs	3001-4000hrs
07/01/2021	\$ 24.56	\$ 28.98	\$ 33.40	\$ 37.72

Supplemental Benefits per hour:

1st term	\$ 4.70 - After 40 hours: \$ 4.45
2nd term	\$ 4.80 - After 40 hours: \$ 4.45
3rd term	\$ 5.30 - After 40 hours: \$ 4.85
4th term	\$ 5.85 - After 40 hours: \$ 5.35

8-60H/H

Laborer - Tunnel

11/01/2021

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 11

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Otsego, Putnam, Rockland, Sullivan, Ulster, Westchester

PARTIAL COUNTIES

Chenango: Townships of Columbus, Sherburne and New Berlin.

Delaware: Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Merideth and Davenport.

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

WAGES: (per hour)

	07/01/2021	07/01/2022
Class 1	\$ 51.95	\$ 53.45
Class 2	54.10	55.60
Class 4	60.50	62.00
Class 5	43.50	44.80

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

SHIFT DIFFERENTIAL...On all Government mandated irregular shift work:

- Employee shall be paid at time and one half the regular rate Monday through Friday.
- Saturday shall be paid at 1.65 times the regular rate.
- Sunday shall be paid at 2.15 times the regular rate.

SUPPLEMENTAL BENEFITS

Per hour:

Benefit 1	\$ 33.25	\$ 34.45
Benefit 2	49.81	51.60
Benefit 3	66.35	68.75

Benefit 1 applies to straight time hours, paid holidays not worked.

Benefit 2 applies to over 8 hours in a day (M-F), irregular shift work hours worked, and Saturday hours worked.

Benefit 3 applies to Sunday and Holiday hours worked.

OVERTIME PAY

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

HOLIDAY

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

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

When a recognized Holidays falls on Saturday or Sunday, holidays falling on Saturday shall be recognized or observed on Friday and holidays falling on Sunday shall be recognized or observed on Monday. Employees ordered to work on the Saturday or Sunday of the holiday or on the recognized or the observed Friday or Monday for those holidays falling on Saturday or Sunday shall receive double time the established rate and benefits for the holiday.

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.

11-17/60/235/754Tun

Lineman Electrician

11/01/2021

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

Westchester

WAGES

Below rates apply to electrical overhead and underground distribution and maintenance work and overhead and underground transmission line work, electrical substations, switching structures, continuous pipe-type underground fluid or gas filled transmission conduit and cable installations, maintenance jobs or projects, railroad catenary installations and maintenance, third rail installations, the bonding of rails and the installation of fiber optic cable. (Ref #14.04.01)

Includes Teledata Work performed within ten (10) feet of high voltage (600 volts or over) transmission lines.

Per hour:	07/01/2021	05/02/2022	05/01/2023	05/06/2024
Lineman, Tech, Welder	\$ 57.71	\$ 59.01	\$ 60.41	\$ 61.91
Crane, Crawler Backhoe	57.71	59.01	60.41	61.91
Cable Splicer-Pipe Type	63.48	64.91	66.45	68.10
Digging Mach Operator	51.94	53.11	54.37	55.72
Cert. Welder-Pipe Type	60.60	61.96	63.43	65.01
Tractor Trailer Driver	49.05	50.16	51.35	52.62
Groundman, Truck Driver	46.17	47.21	48.33	49.53
Equipment Mechanic	46.17	47.21	48.33	49.53
Flagman	34.63	35.41	36.25	37.15

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 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.

6-1249aWest

Lineman Electrician - Teledata

11/01/2021

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

11/01/2021

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

Westchester

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/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.
(Ref #14.01.03)

Per hour:	07/01/2021	05/02/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 52.56	\$ 53.60	\$ 54.73	\$ 55.95
Crane, Crawler Backhoe	52.56	53.60	54.73	55.95
Certified Welder	55.19	56.28	57.47	58.75
Digging Machine	47.30	48.24	49.26	50.36
Tractor Trailer Driver	44.68	45.56	46.52	47.56
Groundman, Truck Driver	42.05	42.88	43.78	44.76
Equipment Mechanic	42.05	42.88	43.78	44.76
Flagman	31.54	32.16	32.84	33.57

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 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 and Governor of NYS Election Day.

Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and 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 60%	2nd 65%	3rd 70%	4th 75%	5th 80%	6th 85%	7th 90%
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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.

6-1249aWestLT

Mason - Building 11/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2021	12/06/2021 Additional	06/06/2022 Additional
Tile Setters	\$ 61.07	\$ 0.48	\$ 0.72

SUPPLEMENTAL BENEFITS

Per Hour:	\$ 24.91* + \$10.01
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* This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

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

Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

Tile Setters:

(750 hour) term at the following wage rate:

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
	1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6501-
	750	1500	2250	3000	3750	4500	5250	6000	6750	7000
07/01/2021	\$20.84	\$25.66	\$32.68	\$37.50	\$40.99	\$44.30	\$47.82	\$52.63	\$55.35	\$59.34

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$12.55*	\$12.55*	\$15.16*	\$15.16*	\$16.16*	\$17.66*	\$18.66*	\$18.66*	\$16.66*	\$21.91*
+\$.66	+\$.71	+\$.81	+\$.85	+\$ 1.23	+\$ 1.28	+\$ 1.63	+\$ 1.68	+\$ 5.83	+\$ 6.32

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

9-7/52A

Mason - Building

11/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

	07/01/2021	06/01/2022 Additional	06/01/2023 Additional
Bricklayer	\$ 43.35	\$ 2.39	\$ 2.05
Cement Mason	43.35	2.39	2.05
Plasterer/Stone Mason	43.35	2.39	2.05
Pointer/Caulker	43.35	2.39	2.05

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 36.05.

OVERTIME PAY

OVERTIME:

Cement Mason See (B, E, Q, W) on OVERTIME PAGE.

All Others See (B, E, Q) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5wp-b

Mason - Building	11/01/2021
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JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Building

07/01/2021 01/01/2022

Wages per hour:

Mosaic & Terrazzo Mechanic	\$ 58.46	Additional \$ 0.85
Mosaic & Terrazzo Finisher	\$ 56.86	

SUPPLEMENTAL BENEFITS

Per hour:

Mosaic & Terrazzo Mechanic	\$ 26.11* + \$11.73
Mosaic & Terrazzo Finisher	\$ 26.11* + \$11.71

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

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

Deduct \$6.80 from hourly wages before calculating overtime.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

Easter Sunday is an observed holiday. Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES

Wages per hour:

(750 Hour) terms at the following wage rate.

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2021	\$ 25.82	\$ 28.40	\$ 31.00	\$ 33.58	\$ 36.16	\$ 38.74	\$ 43.91	\$ 49.08

Supplemental benefits per hour:

07/01/2021	\$13.06* +\$9.27	\$14.37* +\$10.19	\$15.67* +\$11.12	\$16.98* +\$12.04	\$18.28* +\$12.97	\$19.59* +\$13.90	\$22.20* +\$15.75	\$24.81* +\$17.60
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Apprentices hired after 07/01/2017:

Wages Per hour:

1st	2nd	3rd	4th	5th	6th
0-	1501-	3001-	3751-	4501-	5251-

	1500	3000	3750	4500	5250	6000
07/01/2021	\$ 22.63	\$ 29.10	\$ 31.00	\$ 36.16	\$ 41.32	\$ 46.48

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th	6th
07/01/2021	\$4.59*	\$5.90*	\$15.67*	\$18.28*	\$20.89*	\$23.50*
	+\$6.49	+\$8.34	+\$11.12	+\$12.97	+\$14.83	+\$16.67

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

9-7/3

Mason - Building	11/01/2021
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JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/2021 01/01/2022

Building-Marble Restoration: Additional

Marble, Stone & Terrazzo Polisher, etc	\$ 46.16	\$ 1.10
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SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:

Building-Marble Restoration:

Marble, Stone & Polisher	\$ 29.11
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OVERTIME PAY

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

*ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

REGISTERED APPRENTICES

WAGES per hour:

900 hour term at the following wage:

	1st 1- 900	2nd 901- 1800	3rd 1801- 2700	4th 2701
07/01/2021	\$32.28	\$36.91	\$41.51	\$46.16

Supplemental Benefits Per Hour:

07/01/2021	\$26.47	\$27.34	\$28.29	\$29.11
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9-7/24-MP

Mason - Building	11/01/2021
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JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Wages: 07/01/2021 01/03/2022

Marble Cutters & Setters \$ 61.73 Additional \$ 0.95

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 37.76

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
\$ 24.70	\$ 27.77	\$ 30.87	\$ 33.94	\$ 37.03	\$ 40.11	\$ 43.20	\$ 46.29	\$ 52.46	\$ 58.64

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 20.01	\$ 21.43	\$ 22.83	\$ 24.25	\$ 25.65	\$ 27.07	\$ 28.47	\$ 29.88	\$ 32.70	\$ 35.51

9-7/4

Mason - Building

11/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2021 12/06/2021 06/06/2022

Tile Finisher \$ 46.89 Additional \$ 0.39 Additional \$ 0.58

SUPPLEMENTAL BENEFITS

Per Hour:

\$ 21.91*
+ \$9.84

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

OVERTIME PAY

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

Work beyond 10 hours on a Saturday shall be paid at double the hourly wage rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88A-tf

Mason - Building

11/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/2021 01/01/2022

Marble, Stone, etc. Maintenance Finishers: \$ 26.73 Additional \$ 0.68

Note 1: An additional \$2.00 per hour

for time spent grinding floor using
"60 grit" and below.

Note 2: Flaming equipment operator
shall be paid an additional \$25.00 per day.

SUPPLEMENTAL BENEFITS

Per Hour:

Marble, Stone, etc
Maintenance Finishers: \$ 14.00

OVERTIME PAY

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

*Double hourly rate after 8 hours on Saturday

HOLIDAY

Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour:

07/01/2021

0-750	\$21.37
751-1500	\$22.09
1501-2250	\$22.81
2251-3000	\$23.52
3001-3750	\$24.61
3751-4500	\$26.04
4501+	\$26.73

Supplemental Benefits:
Per hour:

0-750	\$ 11.24
751-1500	\$ 11.60
1501-2250	\$ 11.97
2251-3000	\$ 12.35
3001-3750	\$ 12.84
3751-4500	\$ 13.63
4501+	\$ 14.00

9-7/24M-MF

Mason - Building / Heavy&Highway

11/01/2021

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/2021 01/03/2022

Marble-Finisher	\$ 48.87	Additional \$ 0.61
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SUPPLEMENTAL BENEFITS

Journeyworker:
per hour

Marble- Finisher \$ 35.25

OVERTIME PAY

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

HOLIDAY

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

* Work beyond 8 hours on a Saturday shall be paid at double the rate.

** When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Heavy&Highway

11/01/2021

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

	07/01/2021	06/01/2022 Additional	06/01/2023 Additional
Bricklayer	\$ 43.85	\$ 2.39	\$ 2.05
Cement Mason	43.85	2.39	2.05
Marble/Stone Mason	43.85	2.39	2.05
Plasterer	43.85	2.39	2.05
Pointer/Caulker	43.85	2.39	2.05

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 36.05

OVERTIME PAY

Cement Mason See (B, E, Q, W, X)

All Others See (B, E, Q, X)

HOLIDAY

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

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

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5WP-H/H

Operating Engineer - Building

11/01/2021

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Putnam, Queens, Richmond, Westchester

PARTIAL COUNTIES

Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

WAGES

NOTE:Construction surveying

Party Chief--One who directs a survey party

Instrument Man--One who runs the instrument and assists Party Chief.

Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour) 07/01/2021

Building Construction:

Party Chief	\$ 76.09
Instrument Man	\$ 60.41
Rodman	\$ 41.11

Steel Erection:

Party Chief	\$ 79.02
Instrument Man	\$ 62.89
Rodman	\$ 44.03

Heavy Construction-NYC counties only:
(Foundation, Excavation.)

Party Chief	\$ 84.60
Instrument man	\$ 63.79
Rodman	\$ 54.52

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

Building Construction \$ 24.40* +\$ 7.15

Steel Erection \$ 25.00* +\$ 7.15

Heavy Construction \$ 25.25* +\$ 7.15

* This portion subject to same premium as wages

Non-Worked Holiday Supplemental Benefit:
\$ 16.45

OVERTIME PAY

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

Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.

Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

HOLIDAY

Paid: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

9-15Db

Operating Engineer - Building

11/01/2021

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 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 the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I:

Cranes (All Types up to 49 tons), Boom Trucks, Cherry Pickers (All Types), Clamshell Crane, Derrick (Stone and Steel), Dragline, Franki Pile Rig or similar, High Lift (Lull or similar) with crane attachment and winch used for hoisting or lifting, Hydraulic Cranes, Pile Drivers, Potain and similar.

Cranes (All types 50-99 tons), Drill Rig Casa Grande (CAT or similar), Franki Pile Rig or similar, Hydraulic Cranes (All types including Crawler Cranes- No specific boom length).

Cranes (All types 100 tons and over), All Tower Cranes, All Climbing Cranes irrespective of manufacturer and regardless of how the same is rigged, Franki Pile Rig or similar, Conventional Cranes (All types including Crawler Cranes-No specific boom length), Hydraulic Cranes.

GROUP I-A: Barber Green Loader-Euclid Loader, Bulldozer, Carrier-Trailer Horse, Concrete Cleaning Decontamination Machine Operator, Concrete-Portable Hoist, Conway or Similar Mucking Machines, Elevator & Cage, Excavators all types, Front End Loaders, Gradall, Shovel, Backhoe, etc. (Crawler or Truck), Heavy Equipment Robotics Operator/Mechanic, Hoist Engineer-Material, Hoist Portable Mobile Unit, Hoist (Single, Double or Triple Drum), Horizontal Directional Drill Locator, Horizontal Directional Drill Operator and Jersey Spreader, Letourneau or Tournapull (Scrapers over 20 yards Struck), Lift Slab Console, etc., Lull HiLift or Similar, Master Environmental Maintenance Mechanics, Mucking Machines Operator/Mechanic or Similar Type, Overhead Crane, Pavement Breaker (Air Ram), Paver (Concrete), Post Hole Digger, Power House Plant, Road Boring Machine, Road Mix Machine, Ross Carrier and Similar Machines, Rubber tire double end backhoes and similar machines, Scoopmobile Tractor-Shovel Over 1.5 yards, Shovel (Tunnels), Spreader (Asphalt) Telephie (Cableway), Tractor Type Demolition Equipment, Trenching Machines-Vermeer Concrete Saw Trencher and Similar, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine operator/mechanic, Winch Truck A Frame.

GROUP I-B: Compressor (Steel Erection), Mechanic (Outside All Types), Negative Air Machine (Asbestos Removal), Push Button (Buzz Box) Elevator.

GROUP II: Compactor Self-Propelled, Concrete Pump, Crane Operator in Training (Over 100 Tons), Grader, Machines Pulling Sheep's Foot Roller, Roller (4 ton and over), Scrapers (20 yards Struck and Under), Vibratory Rollers, Welder.

GROUP III-A: Asphalt Plant, Concrete Mixing Plants, Forklift (All power sources), Joy Drill or similar, Tractor Drilling Machine, Loader (1 1/2 yards and under), Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Skid Steer (Bobcat or similar), Stone Crusher, Well Drilling Machine, Well Point System.

GROUP III-B: Compressor Over 125 cu. Feet, Conveyor Belt Machine regardless of size, Compressor Plant, Ladder Hoist, Stud Machine.

GROUP IV-A: Batch Plant, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Finishing Machine-Concrete, Fine Grading Machine, Hepa Vac Clean Air Machine, Material Hopper (sand, stone, cement), Mulching Grass Spreader, Pump Gypsum etc, Pump-Plaster-Grout-Fireproofing. Roller (Under 4 Ton), Spreading and Fine Grading Machine, Steel Cutting Machine, Siphon Pump, Tar Joint Machine, Television Cameras for Water, Sewer, Gas etc. Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5).

GROUP IV-B: Compressor (all types), Heater (All Types), Fire Watchman, Lighting Unit (Portable & Generator) Pump, Pump Station (Water, Sewer, Portable, Temporary), Welding Machine (Steel Erection & Excavation).

GROUP V: Mechanics Helper, Motorized Roller (walk behind), Stock Attendant, Welder's Helper, Maintenance Engineer Crane (75 ton and over).

Group VI-A: Welder Certified

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

	07/01/2021	3/7/2022	3/6/2023
GROUP I			
Cranes- up to 49 tons	\$ 63.86	\$ 65.03	\$ 66.23
Cranes- 50 tons to 99 tons	66.07	67.28	68.53
Cranes- 100 tons and over	75.37	76.77	78.21
GROUP I-A	55.96	56.97	58.01
GROUP I-B	51.60	52.52	53.48
GROUP II	54.00	54.98	55.70
GROUP III-A	52.04	52.97	53.94
GROUP III-B	49.56	50.44	51.35
GROUP IV-A	51.52	52.44	53.40
GROUP IV-B	43.62	44.38	45.17
GROUP V	47.00	47.83	48.69
Group VI-A	54.94	55.93	56.96
GROUP VI-B			
Utility Man	44.61	45.39	46.21
Warehouse Man	46.74	47.57	48.42

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour.

Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour.

Loader operators over 5 cubic yard capacity additional .50 per hour.

Shovel operators over 4 cubic yard capacity additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2021	03/07/2022	03/06/2023
Journeyworker	\$ 29.17	\$ 29.87	\$ 30.57

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

8-137B

Operating Engineer - Heavy&Highway

11/01/2021

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 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 the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck),
Dragline, Drill Rig (Casa Grande, Cat, or Similar), Floating Crane (Crane on Barges) under 100 tons, Gin Pole, Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger (Truck or Truck Mounted), Boat Captain, Bulldozer-All Sizes, Central Mix Plant Operator, Chipper (all types), Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader (Motor Grader), Elevator & Cage (Materials or Passenger), Excavator (and all attachments), Front End Loaders (1 1/2 yards and over), High Lift Lull and similar, Hoist (Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer (Material), Jack and Bore Machine, Log Skidders, Mill Machines, Mucking Machines, Overhead Crane, Paver (concrete), Post Pounder (of any type), Push Cats, Road Reclaimer, Robot Hammer (Brokk or similar), Robotic Equipment (Scope of Engineer Schedule), Ross Carrier and similar, Scrapers (20 yard struck and over), Side Boom, Slip Form Machine, Spreader (Asphalt), Trenching Machines (Telephies-Vermeer Concrete Saw), Tractor Type Demolition Equipment, Vacuum Truck. Vibratory Roller(Riding) or Roller used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver (Asphalt).

GROUP II-A: Ballast Regulators, Compactor Self Propelled, Fusion Machine, Rail Anchor Machines, Roller (4 ton and over), Scrapers (20 yard struck and under).

GROUP II-B: Mechanic (Outside) All Types, Shop Mechanic.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker (Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift (all types), Gas Tapping (Live), Hydroseeder, Loader (1 1/2 yards and under), Locomotive (all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher (Apprentice), Powerhouse Plant, Roller (under 4 ton), Sheer Excavator, Skid Steer/Bobcat, Stone Crusher, Sweeper (with seat), Well Drilling Machine.

GROUP IV: Service Person (Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine (Truck Mounted), Heater (all types), Lighting Unit (Portable), Maintenance Engineer (For Crane Only), Mechanics Helper, Pump (Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck (Sewer Jet or Similar), Welders Helper, Welding Machine (Steel Erection), Well Point System.

GROUP V: All Tower Cranes-All Climbing Cranes and all cranes of 100-ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged, Hoist Engineer (Steel), Engineer-Pile Driver, Jersey Spreader, Pavement Breaker/Post Hole Digger.

WAGES: Per hour:	07/01/2021	03/07/2022	03/06/2023
Group I	\$ 64.63	\$ 65.97	\$ 67.27
Group I-A	57.02	58.16	59.26
Group I-B	60.06	61.28	62.46
Group II-A	54.61	55.70	56.74
Group II-B	56.31	57.44	58.52
Group III	53.66	54.72	55.74
Group IV	48.80	49.74	50.63
Group IV-B	41.94	42.71	43.43
Group V			
Engineer All Tower, Climbing and			
Cranes of 100 Tons	73.18	74.73	76.24
Hoist Engineer(Steel)	66.29	67.67	69.01

Engineer(Pile Driver)	70.67	72.16	73.61
Jersey Spreader,Pavement Breaker (Air Ram)Post Hole Digger	55.87	56.99	58.06

SHIFT DIFFERENTIAL:

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour over the rate listed in the Wage Schedule. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour over the rate listed in the Wage Schedule. Loader and Excavator Operators: over 5 cubic yards capacity \$0.50 per hour over the rate listed in the Wage Schedule. Shovel Operators: over 4 cubic yards capacity \$1.00 per hour over the rate listed in the Wage Schedule.

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 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:

Journeyworker:	07/01/2021	03/07/2022	03/06/2023
	\$ 31.60 up to 40 Hours	\$ 32.60 up to 40 hours	\$ 33.75 up to 40 hours
	After 40 hours \$ 22.40* PLUS \$ 1.20 on all hours worked	After 40 hours \$ 23.40* PLUS \$ 1.20 on all hours worked	After 40 hours \$ 24.50* PLUS \$ 1.25 on all hours worked

*This amount is subject to premium

OVERTIME PAY

See (B, E, E2, P, *R, **U) on OVERTIME PAGE

HOLIDAY

Paid:..... See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

Overtime..... See (5, 6, 8, 15, 25, 26) on OVERTIME PAGE

* For Holiday codes 8,15,25,26 code R applies

** For Holiday Codes 5 & 6 code U applies

Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

REGISTERED APPRENTICES

(1)year terms at the following rate.

	07/01/2021	03/07/2022	03/06/2023
1st term	\$ 28.51	\$ 29.08	\$ 29.63
2nd term	34.21	34.90	35.56
3rd term	39.91	40.71	41.48
4th term	45.61	46.53	47.41
Supplemental Benefits per hour:			
	23.60	24.55	25.70

8-137HH

Operating Engineer - Heavy&Highway

11/01/2021

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: South of the North city line of Poughkeepsie

WAGES

Party Chief - One who directs a survey party

Instrument Man - One who runs the instrument and assists Party Chief

Rodman - One who holds the rod and in general, assists the Survey Crew

Catogories cover GPS & Underground Surveying

Per Hour: 07/01/2021

Party Chief \$ 81.72

Instrument Man 61.43
Rodman 52.40

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

All Catogories
Straight Time: \$ 25.25* plus \$7.15

Premium:
Time & 1/2 \$ 37.88* plus \$7.15

Double Time \$ 50.50* plus \$7.15

Non-Worked Holiday Supplemental Benefits:
\$ 16.45

OVERTIME PAY

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

* Doubletime paid on all hours in excess of 8 hours on Saturday

HOLIDAY

Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

9-15Dh

Operating Engineer - Heavy&Highway - Tunnel

11/01/2021

JOB DESCRIPTION Operating Engineer - Heavy&Highway - Tunnel

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 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 the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane(Crawler,Truck), Dragline, Drill Rig Casa Grande(Cat or Similar), Floating Crane(Crane on Barge-Under 100 Tons), Hoist Engineer(Concrete/Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger(Truck or Truck Mounted), Boat Captain, Bull Dozer-all sizes, Central Mix Plant Operator, Chipper-all types, Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader(Motor Grader), Elevator & Cage(Materials or Passengers), Excavator(and all attachments), Front End Loaders(1 1/2 yards and over), High Lift Lull, Hoist(Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer(Material), Jack and Bore Machine, Log Skidder, Milling Machine, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines. Overhead Crane, Paver(Concrete), Post Pounder of any type, Push Cats, Road Reclaimer, Robot Hammer(Brokk or similar), Robotic Equipment(Scope of Engineer Schedule), Ross Carrier and similar machines, Scrapers(20 yards struck and over), Side Boom, Slip Form Machine, Spreader(Asphalt), Trenching Machines, Telephies-Vermeer Concrete Saw, Tractor type demolition equipment, Vacuum Truck, Vibratory Roller (Riding) used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver(Asphalt).

GROUP II-A: Ballast Regulators, Compactor(Self-propelled), Fusion Machine, Rail Anchor Machines, Roller(4 ton and over), Scrapers(20 yard struck and under).

GROUP II-B: Mechanic(outside)all types, Shop Mechanic.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler(High Pressure), Concrete Breaker(Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift(all types of power), Gas Tapping(Live), Hydroseeder, Loader(1 1/2 yards and under), Locomotive(all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher(Apprentice), Powerhouse Plant, Roller(under 4 ton), Sheer Excavator, Skidsteer/Bobcat, Stone Crusher, Sweeper(with seat), Well Drilling Machine.

GROUP IV-A: Service Person(Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine(Truck Mounted), Heater(all types), Lighting Unit(Portable), Maintenance Engineer(for Crane only), Mechanics Helper, Pump(Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck(Sewer Jet or similar), Welding Machine(Steel Erection), Welders Helper.

GROUP V-A: Engineer(all Tower Cranes, all Climbing Cranes & all Cranes of 100 ton capacity or greater),Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker, Post Hole Digger

WAGES: (per hour)

	07/01/2021	03/07/2022	03/06/2023
GROUP I	\$ 64.63	\$ 65.97	\$ 67.27
GROUP I-A	57.02	58.16	59.21
GROUP I-B	60.06	61.28	62.46
GROUP II-A	54.61	55.70	56.74
GROUP II-B	56.31	57.44	58.52
GROUP III	53.66	54.72	55.74
GROUP IV-A	48.80	49.74	50.63
GROUP IV-B	41.94	42.71	43.43
GROUP V-A			
Engineer-Cranes	73.18	74.73	76.24
Engineer-Pile Driver	70.67	72.16	73.61
Hoist Engineer	66.29	67.67	69.01
Jersey Spreader/Post Hole Digger	55.87	56.99	58.06

SHIFT DIFFERENTIAL:

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts
on all government mandated off-shift work

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects. Operators required to use two buckets pouring concrete on other than road pavement shall receive \$0.50 per hour over scale. Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour. Operators of shovels with a capacity over (4) cubic yards shall be paid an additional \$1.00 per hour. Operators of loaders with a capacity over (5) cubic yards shall be paid an additional \$0.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

	07/01/2021	03/07/2022	03/06/2023
	\$ 23.60	\$ 24.55	\$ 25.70
	+ \$8.00	+ \$8.00	+ \$8.00
(Limited to first 40 hours)		(Limited to first 40 hours)	(Limited to first 40 hours)

OVERTIME PAY

See (D, O, *U, V) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

* Note: For Holiday codes 5 & 6, code U applies. For Holiday codes 8, 15, 25, 26, code R applies.

Note: If employees are required to work on Easter Sunday, they shall be paid at the rate of triple time.

REGISTERED APPRENTICES

(1)year terms at the following rates:

	07/01/2021	03/07/2022	03/06/2023
1st term	\$ 28.51	\$ 29.08	\$ 29.63
2nd term	34.21	34.90	35.56
3rd term	39.91	40.71	41.48
4th term	45.61	46.53	47.41

Supplemental Benefits per hour:

All terms	\$ 23.60	\$ 24.55	\$ 25.70
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Operating Engineer - Marine Dredging

11/01/2021

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2021	10/01/2021
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 41.42	\$ 41.42
CLASS A2 Crane Operator (360 swing)	36.91	36.91
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	35.82	35.82
CLASS B2 Certified Welder	33.72	33.72
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	32.80	32.80
CLASS C2 Boat Operator	30.89	31.74
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	25.66	26.37

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	07/01/2021 \$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63	10/01/2021 \$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48	11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$11.38 plus 8%	11.38 plus 8%

of straight time
wage, Overtime hours
add \$ 0.33

of straight time
wage, Overtime hours
add \$ 0.33

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer

11/01/2021

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES

Dutchess: That part in Dutchess County lying South of the North City line of Poughkeepsie.

WAGES

Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: 07/01/2021
Survey Classifications

Party Chief \$ 45.83
Instrument Man 38.17
Rodman 33.34

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 20.60

OVERTIME PAY

OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.

*Doubletime paid on the 9th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

Painter

11/01/2021

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/2021

Brush \$ 50.30*

Abatement/Removal of lead based
or lead containing paint on
materials to be repainted. 50.30*

Spray & Scaffold \$ 53.30*
Fire Escape 53.30*
Decorator 53.30*
Paperhanger/Wall Coverer 52.93*

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2021

Paperhanger \$ 31.83
All others 29.81
Premium 33.40*

**Applies only to "All others" category, not paperhanger journeyworker.

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

One (1) year terms at the following wage rate.

Per hour:	07/01/2021
Appr 1st term...	\$ 19.56*
Appr 2nd term...	25.12*
Appr 3rd term...	30.42*
Appr 4th term...	40.65*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour:	07/01/2021
Appr 1st term...	\$ 14.72
Appr 2nd term...	18.23
Appr 3rd term...	21.06
Appr 4th term...	26.67

8-NYDC9-B/S

Painter

11/01/2021

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Putnam, Suffolk, Westchester

PARTIAL COUNTIES

Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceadershurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern blvd. At Northern blvd. going east the district north of Northern blvd. to Port Washington Blvd. West of Port Washington blvd. to St. Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor HAVen, Harbour Acres.

WAGES

Per hour:	07/01/2021
Drywall Taper	\$ 50.30*

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2021
Journeyman	\$ 29.81

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages - Per Hour:	07/01/2021
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1500 hour terms at the following wage rate:

1st term	\$ 19.56*
2nd term	25.12*
3rd term	30.42*
4th term	40.65*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

One year term (1500 hours) at the following dollar amount.

1st year	\$ 14.72
2nd year	18.23
3rd year	21.06
4th year	26.67

8-NYDCT9-DWT

Painter - Bridge & Structural Steel

11/01/2021

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	\$ 21.20
	+ 3.45*	+ 3.86*
2nd year	\$ 30.90	\$ 31.80
	+ 5.18*	+ 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

11/01/2021

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
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

11/01/2021

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 on 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

11/01/2021

JOB DESCRIPTION Plumber

H-58
Page 56

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

Per hour:

07/01/2021

Plumber and

Steamfitter

\$ 59.01

SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker

\$ 39.26

OVERTIME PAY

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

OVERTIME:.... See on OVERTIME PAGE.

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

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

REGISTERED APPRENTICES

(1)year terms at the following wages:

1st Term

\$ 21.89

2nd Term

25.13

3rd Term

29.01

4th Term

41.43

5th Term

44.45

Supplemental Benefits per hour:

1st term

\$ 16.25

2nd term

18.13

3rd term

21.57

4th term

28.41

5th term

30.11

8-21.1-ST

Plumber - HVAC / Service

11/01/2021

JOB DESCRIPTION Plumber - HVAC / Service

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Delaware: Only the townships of Middletown and Roxbury

Ulster: Entire County(including Wallkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour:

07/01/2021

HVAC Service

\$ 40.68

+ \$ 4.32*

*Note: This portion of wage is not subject to overtime premium.

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2021

Journeyworker HVAC Service

\$ 26.54

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

HVAC SERVICE

(1) year terms at the following wages:

1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
\$ 18.50	\$ 21.88	\$ 27.31	\$ 33.56	\$ 36.36
+\$2.37*	+\$2.67*	+\$3.22*	+\$3.84*	+\$4.07*

*Note: This portion of wage is not subject to overtime premium.

Supplemental Benefits per hour:

Apprentices 07/01/2021

1st term	\$ 19.66
2nd term	20.86
3rd term	22.21
4th term	24.02
5th term	25.33

8-21.1&2-SF/Re/AC

Plumber - Jobbing & Alterations

11/01/2021

JOB DESCRIPTION Plumber - Jobbing & Alterations

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Ulster: Entire county (including Wallkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour: 07/01/2021
Journeyworker: \$ 45.83

Repairs, replacements and alteration work is any repair or replacement of a present plumbing system that does not change existing roughing or water supply lines.

SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS

Per hour:
Journeyworker
\$ 32.96

OVERTIME PAY

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

*When used as a make-up day, hours after 8 on Saturday shall be paid at time and one half.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wages:

1st year	\$ 19.88
2nd year	22.06
3rd year	23.90
4th year	33.57
5th year	35.46

Supplemental Benefits per hour:

1st year	\$ 10.74
2nd year	12.65
3rd year	16.58
4th year	22.39
5th year	24.32

8-21.3-J&A

Roofer

11/01/2021

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

WAGES

Per Hour: 07/01/2021

Roofer/Waterproofer \$ 45.25
+ \$7.00*

* This portion is not subjected to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS

Per Hour: \$ 28.62

OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year term

1st	2nd	3rd	4th
\$ 15.84	\$ 22.63	\$ 27.15	\$ 33.94
	+ 3.50*	+ 4.20*	+ 5.26*

Supplements:

1st	2nd	3rd	4th
\$ 3.72	\$ 14.47	\$ 17.30	\$ 21.55

9-8R

Sheetmetal Worker

11/01/2021

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

07/01/2021
SheetMetal Worker \$ 44.15
+ 3.37*

*This portion is not subject to overtime premiums.

SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work:

10% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS

Journeyworker \$ 44.20

OVERTIME PAY

OVERTIME: See (B, E, Q,) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 16.36	\$ 18.41	\$ 20.46	\$ 22.51	\$ 24.54	\$ 26.60	\$ 29.12	\$ 31.65
+ 1.35*	+ 1.52*	+ 1.69*	+ 1.85*	+ 2.02*	+ 2.19*	+ 2.36*	+ 2.53*

*This portion is not subject to overtime premiums.

Supplemental Benefits per hour:

Apprentices

1st term	\$ 18.96
2nd term	21.34
3rd term	23.71
4th term	26.11
5th term	28.46
6th term	30.82
7th term	32.72
8th term	34.64

8-38

Sheetmetal Worker

11/01/2021

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour:	07/01/2021	8/01/2021
Sign Erector	\$ 52.29	\$ 53.97

NOTE: Structurally Supported Overhead Highway Signs(See STRUCTURAL IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2021	8/01/2021
Sign Erector	\$ 51.26	\$ 53.15

OVERTIME PAY

See (A, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:
6 month Terms at the following percentage of Sign Erectors wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2021

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 14.34	\$ 16.26	\$ 18.17	\$ 20.10	\$ 28.02	\$ 30.47	\$ 33.72	\$ 36.27	\$ 38.77	\$ 41.29

8/01/2021

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD

4-137-SE

Sprinkler Fitter

11/01/2021

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour 07/01/2021

Sprinkler \$ 47.19
Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journey person \$ 28.09

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
\$ 22.67	\$ 25.19	\$ 27.46	\$ 29.98	\$ 32.50	\$ 35.02	\$ 37.54	\$ 40.05	\$ 42.57	\$ 45.09

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
									1-669.2

Teamster - Building / Heavy&Highway

11/01/2021

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

GROUP A: Straight Trucks (6-wheeler and 10-wheeler), A-frame, Winch, Dynamite Seeding, Mulching, Agitator, Water, Attenuator, Light Towers, Cement (all types), Suburban, Station Wagons, Cars, Pick Ups, any vehicle carrying materials of any kind.

GROUP AA: Tack Coat

GROUP B: Tractor & Trailers (all types).

GROUP BB: Tri-Axle, 14 Wheeler

GROUP C: Low Boy (carrying equipment).

GROUP D: Fuel Trucks, Tire Trucks.

GROUP E: Off-road Equipment (over 40 tons): Athey Wagons, Belly Dumps, Articulated Dumps, Trailer Wagons.

GROUP F: Off-road Equipment (over 40 tons) Euclid, DJB.

GROUP G: Off-road Equipment (under 40 tons) Athey Wagons, Belly Articulated Dumps, Trailer Wagons.

GROUP H: Off-road Equipment (under 40 tons), Euclid.

GROUP HH: Off-road Equipment (under 40 tons) D.J.B.

GROUP I: Off-road Equipment (under 40 tons) Darts.

GROUP II: Off-road Equipment (under 40 tons) RXS.

WAGES:(per hour)

07/01/2021

GROUP A	\$ 42.47*
GROUP AA	45.27*
GROUP B	43.09*
GROUP BB	42.59*
GROUP C	45.22*
GROUP D	42.92*
GROUP E	43.47*
GROUP F	44.47*
GROUP G	43.22*
GROUP H	43.84*
GROUP HH	44.22*
GROUP I	43.97*

GROUP II 44.34*

* To calculate premium wage, subtract \$.20 from the hourly wage.

Note: Fuel truck operators on construction sites addit. \$5.00 per day.
For work on hazardous/toxic waste site addit. 20% of hourly rate.

Shift Differential: NYS DOT or other Governmental Agency contracts shall receive a shift differential of Fifteen(15%)percent above the wage rate

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

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:
Journeyworker

First 40 hours	\$ 33.64
41st-45th hours	15.18
Over 45 hours	0.26

OVERTIME PAY

See (B, E, P, R) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

8-456

Welder

11/01/2021

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 10/15/2021

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	NYC	*****9839	A.J.S. PROJECT MANAGEMENT, INC.		149 FIFTH AVENUE NEW YORK NY 10010	12/29/2016	12/29/2021
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		AMJAD NAZIR		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
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		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	NYC		ANTHONY J SCLAFANI		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
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 CROSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
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	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	*****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	*****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****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

NYSDOL Bureau of Public Work Debarment List 10/15/2021

Article 8

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 CONTRACTIN G AND CARMODY CONTRACTIN G CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
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	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		DANICA IVANOSKI		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
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	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
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
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

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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	NYC	*****4269	EAST PORT EXCAVATION & UTILITIES		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
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	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	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 WATERVLIET 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 WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****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

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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 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		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	NYC		K.S. CONTRACTING CORP.		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
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		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
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	*****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
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
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

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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		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL	****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
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		MARTINE ALTER		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
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
DOL	DOL	****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024

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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	NYC	****3826	MOVING MAVEN OF NY, INC.		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	****3550	MOVING MAVEN, INC		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DA	****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023
DOL	NYC		NICHOLAS FILIPAKIS		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	DOL	****6966	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
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	NYC	****0818	ONE TEN RESTORATION, INC.		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	NYC		PARESH SHAH		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	NYC	****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	NYC	****5771	PMJ ELECTRICAL CORP		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
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	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

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DOL	DOL	****9148	RICHARD TIMIAN	RICH T CONSTRUCTI ON	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSEAR		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		3 GAYLORD ST AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	NYC		ROBERT HOHMAN		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		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		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
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	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	DOL	****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
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	DOL	****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
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	****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022

NYSDOL Bureau of Public Work Debarment List 10/15/2021

Article 8

DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	NYC		STEVEN GOVERNALE		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	NYC	*****5863	SUKHMAN CONSTRUCTION, INC.		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
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		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	*****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****8311	TRIPLE B FABRICATING, INC.		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
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	*****7361	VIABLE HOLDINGS, INC.	MOVING MAVEN	1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROSEY 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		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
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 DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
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

"General Decision Number: NY20220017 01/07/2022

Superseded General Decision Number: NY20210017

State: New York

Construction Types: Building, Heavy, Highway and Residential

County: Westchester County in New York.

BUILDING CONSTRUCTION PROJECTS, RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories), AND HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/07/2022

* ASBE0091-003 05/31/2021

Rates	Fringes
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HAZARDOUS MATERIAL HANDLER
(Duties limited to
preparation, wetting,
stripping, removal, scraping,

vacuuming, bagging and
disposing of all insulation
materials whether they
contain asbestos or not from
mechanical systems).....\$ 44.12 43.35
Insulator/asbestos worker
(Includes application of all
insulating materials,
protective coverings,
coatings, and finishes to all
types of mechanical systems).....\$ 44.12 43.35

BOIL0005-001 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 63.38	33%+47.22+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial
Day, Independence Day, Labor Day and Good Friday, Friday
after Thanksgiving, Christmas Eve Day and New Year's Eve

BRNY0001-003 06/01/2018

	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 41.96	33.38

BRNY0004-001 07/05/2021

	Rates	Fringes
MARBLE MASON.....	\$ 61.73	37.91

BRNY0005-006 06/01/2021

HEAVY & HIGHWAY CONSTRUCTION

	Rates	Fringes
BRICKLAYER Bricklayers, Stone Masons, Cement Masons, Plasterers, Pointers, Caulkers and Cleaner.....	\$ 43.85	36.55

BRNY0005-007 06/01/2019

BUILDING/RESIDENTIAL CONSTRUCTION

	Rates	Fringes
Bricklayer, Cement Mason, Plasterer & Stonemason.....	\$ 42.09	34.50

BRNY0007-001 07/01/2021

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 55.21	36.97
TERRAZZO WORKER/SETTER.....	\$ 58.46	38.09

BRNY0007-002 06/01/2021

	Rates	Fringes
TILE FINISHER.....	\$ 47.26	32.61

* BRNY0020-001 01/04/2021

	Rates	Fringes
MARBLE FINISHER.....	\$ 48.27	35.40

* BRNY0024-001 01/01/2021

	Rates	Fringes
BRICKLAYER MARBLE POLISHERS.....	\$ 45.37	28.80

BRNY0052-001 12/02/2019

	Rates	Fringes
Tile Layer.....	\$ 59.73	35.37

CARP0279-001 07/01/2021

	Rates	Fringes
Carpenters: Building.....	\$ 45.32	31.38
Heavy & Highway.....	\$ 45.32	31.38
Residential.....	\$ 29.48	20.41

CARP0740-001 07/01/2021

	Rates	Fringes
MILLWRIGHT.....	\$ 57.00	54.06

CARP1556-007 07/01/2021

	Rates	Fringes
Diver Tender.....	\$ 51.34	52.79
Diver.....	\$ 71.80	52.79

CARP1556-009 07/01/2021

	Rates	Fringes
Dock Builder & Piledrivermen.....	\$ 56.93	52.79

CARP1556-011 07/01/2021

	Rates	Fringes
Carpenters: TIMBERMEN.....	\$ 52.05	52.24

CARP2287-001 07/01/2021

	Rates	Fringes
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Carpenters:

Soft Floor Layers.....\$ 54.75 46.43

ELEC0003-003 04/28/2016

Rates Fringes

ELECTRICIAN (Teledata
Technician).....\$ 50.75 43.704

a. \$2.00 per hour not to exceed \$14.00 per day.

ELEC1249-001 05/03/2021

Rates Fringes

ELECTRICIAN (LIGHTING AND
TRAFFIC SIGNAL WORK Including
any and all Fiber Optic Cable
necessary for Traffic Signal
Systems, Traffic monitoring
systems and Road Weather
Information systems)
Flagman.....\$ 28.29 7%+35.40
Ground Digging Machine
Operator.....\$ 42.44 7%+35.40
Ground Truck Driver.....\$ 37.72 7%+35.40
Tractor, Trailer Unit.....\$ 40.08 7%+35.40
Lineman & Technician.....\$ 47.15 7%+35.40
Mechanic.....\$ 37.72 7%+35.40

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Memorial Day, Independence
Day, Labor Day, Thanksgiving Day, Christmas Day,
President's Day, Good Friday, Decoration Day, Election Day
for the President of the United States and Election Day for
the Governor of the State of New York provided the employee
works two days before and two days after the holiday

ELEC1249-006 05/03/2021

Rates Fringes

ELECTRICIAN (LINE
CONSTRUCTION)
Substation and switching
structures pipetype cable,
underground fuil and gas
filled transmission
conduit and cable
installation, fiber optic
ground wire, fiber optic
shield wire or any other
like product having ground
protection or fiber optic
capabilities, maintenance
jobs or projects; rail-
road catenary installation
and maintenance bonding of
rails; Overhead &
underground distribution
work & Maintenance;
Overhead and under- ground
transmission line work:

Cable Splicer.....	\$ 63.48	7%+35.40
Flagman.....	\$ 34.63	7%+34.40
Groundman digging machine operator.....	\$ 51.94	7%+34.40
Groundman truck driver (tractor trailer unit).....	\$ 49.05	7%+34.40
Groundman truck driver;....	\$ 46.17	7%+34.40
Lineman & Technician.....	\$ 57.71	7%+35.40
Mechanic.....	\$ 46.17	7%+34.40

PAID HOLIDAYS:

a. New Year's Day, President's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

ELEC1249-009 01/01/2021

	Rates	Fringes
ELECTRICIAN (LINE CONSTRUCTION)		
TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable Splicer.....	\$ 34.78	3%+5.14
Groundman.....	\$ 17.50	3%+5.14
Installer Repairman- Teledata Lineman/Technician- Equipment Operator.....		
	\$ 33.01	3%+5.14

* ELEV0001-002 03/17/2021

	Rates	Fringes
ELEVATOR MECHANIC		
Elevator Constructor.....	\$ 72.29	42.912+a+b
Modernization and Repair....	\$ 50.49	40.399+a+b

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Good Friday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

b. PAID VACATION: An employee who has worked less than 5 years shall receive vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who has worked 5 to 15 years shall receive vacation pay credit on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

ELEV0138-003 01/01/2020

WESTCHESTER COUNTY (Towns of Bedford, Cortland, Lewisboro, Mt. Kisco, North Salem, Pound Ridge, Somers, and Yorktown)

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 60.49	34.765+a+b

FOOTNOTE:

a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

 ENGI0137-005 03/06/2017

BUILDING & RESIDENTIAL CONSTRUCTION

	Rates	Fringes
Power equipment operators:		
GROUP 1-A.....	\$ 53.95	28.52+a
GROUP 1-B.....	\$ 49.68	28.52+a
GROUP 2-A.....	\$ 52.03	28.52+a
GROUP 3-A.....	\$ 50.11	28.52+a
GROUP 3-B.....	\$ 47.67	28.52+a
GROUP 4-A.....	\$ 49.60	28.52+a
GROUP 4-B.....	\$ 41.85	28.52+a
GROUP 5.....	\$ 45.17	28.52+a
GROUP 5-A.....	\$ 56.63	28.52+a
GROUP 5-B.....	\$ 42.83	28.52+a
GROUP 6.....	\$ 44.92	28.52+a

NOTES: Hazmat: 20% above regular rate
 Pumping operation Premium .50

Crane Operators (100-149 ft) 2.00

Crane Operators (149 ft +) 3.00

Loader Operators (over 5 cu y) .50

Shovel Operators (over 4 cu yd) 1.00

FOOTNOTE:

a. New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus Lincoln's Birthday, Washington's Birthday, Good Friday, Columbus Day, November Election Day, Veteran's Day.

POWER EQUIPMENT OPERATORS CLASSIFICATION

GROUP 1-A: Carrier- trailer horse; concret-portable hoist; crane & hoist engineer-steel (concrete, material, super structure sub- structure); derrick (stone-steel); elevator & cage; hoist- single/double or triple drum; hoist-portable mobile unit; hoist engineer-concert (crane-derrick-mine hoist); hoist engineer- material; overhead crane; power house plant; telephies (cableway); whirly; maintenance engineer; Lull hiliift or similar; hydraulic crane 25 ton and over; cherry picker 25 tons and over; backhoe Oliver 88; fordson; dynahoe; dual purpose and similar machines; Barber Green Loader-euclid loader or similar type; conway or similar mucking macking machines; dragline; gradall; shovel; backhoe etc. (crawler or truck); front end loaders;

hydraulic boom; jersey spreader; lift slab console; letournequ or tounapull (scrapers over 20 yds struck); mucking machines; pavement breaker (air ram); paver (concrete); road boring machine; road mix machines; ross carrier and similar machines; post hole digger; shovel (tunnels); side boom; spreader (asphalt); scoomobile-tractor-shovel over 1 1/2 yds. trenching machines vermeer concrete saw trencher and similar; tractor type demolition equipment; winch truck (a frame); hydraulic crane over 10 ton up to 25 ton); cherry picker over 10 ton up to 25 ton)

GROUP 1-B: Compressor (steel erection); pulse meter and push button buzz box; elevator; mechanic (outside) all types; welder; scrapers 20 yds struck and under; machine pulling sheep's foot roller; vibratory rollers; roller 4 tons and over.

GROUP 2-A: Compactor self-propelled; grader; bulldoze D7 and similar tractors with a draw bar horsepower of 100 or over; bulldozer D6 and under; welder; scraper 20 yds struck and under; machine pulling sheep's foot roller; vibratory rollers.

GROUP 3-A: Asphalt plant; boiler (high pressure); concrete mixing plants; concrete pump; firemen; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes); mixer concrete - 21E and over; portable asphalt plant; portable batch plant; portable crusher; quarry master; stone crusher; well drilling machine and well point system; cherry picker under 10 tons; hydraulic crane under 10 tons; concert buffy; one yard an up ride on dumper (benford or similar).

GROUP 3-B: Compressor over 125 cu. feet; conveyor belt machine regardless of size; lighting unit (portable & generator); welding machine (steel erection and excavation); and compressor plant; stud machine; ladder hoist.

GROUP 4-A: Air tractor drill; batch plant; bending machine; concrete breaker; concrete spreader; curb cutter machine; farm tractor (all types); finishing machine-concrete; hepavac clean air machine (all similar types: removal of asbestos etc.); material hopper-sand-stone-cement; mixer-concrete-under 21E; mulching grass spreader; pump-gypsum, etc., pump-plaster-grout -fireproofing; shop mechanic (not employed on job site); roller under 4 ton; spreading and fine grading machine; steel cutting machine; syphon pump-air-steam; tar joint machine; turbo jet burner or similar equipment; vibrator (1 to 5); fine grading machine; roof hoist (tugger hoist); television cameras-water- sewer-gas-etc.

GROUP 4-B: Compressor to 125 feet; dust; dust collector; heater all types; pump; pump station (water and sewer); steam jenny; sweeper; chipper; mulcher.

GROUP 5: Motorized roller (walk behind)

GROUP 5-A: Master Mechanic

GROUP 5-B: Utility Man

GROUP 6: Warehouse Man

ENGI0137-006 03/06/2017

HEAVY & HIGHWAY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 58.54	28.15+a
GROUP 1-A.....	\$ 51.68	28.15+a
GROUP 1-B.....	\$ 54.42	28.15+a
GROUP 2-A.....	\$ 49.52	28.15+a
GROUP 2-B.....	\$ 51.05	28.15+a
GROUP 3.....	\$ 48.67	28.15+a
GROUP 4-A.....	\$ 44.29	28.15+a
GROUP 4-B.....	\$ 38.13	28.15+a
GROUP 5.....	\$ 54.69	28.15+a
GROUP 5-A-1.....	\$ 54.69	28.15+a
GROUP 5-A-2.....	\$ 66.22	28.15+a
GROUP 5-A-3.....	\$ 63.97	28.15+a
GROUP 5-A-4.....	\$ 60.03	28.15+a
GROUP 5-A-5.....	\$ 50.65	28.15+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Boom Truck; Cherry Picker; Clamshell; Crane,
(Crawler, Truck); Dragline; Rough Terrain Crane

GROUP 1-A: Auger; Auto Grader; Dynahoe and Dual purpose and
similar machines; Boat Captain; Boring Machine (all types);
Bull Dozer-all sizes; Central Mix Plant Operator;
Chipper-all types; Close circuit t.v.; Compactor with
Blade; Concrete Portable Hoist; C.M.I. or similar; Conway
or similar mucking machines; Gradall, Shovel Backhoe, etc.
Grader; Derrick, (Stone- Steel; Elevator & cage, materials
or passengers; Front end loaders over 1 1/2 yds.; Hoist
Single, Double, Triple Drum, Hoist Portable Mobile Unit;
Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist); Hoist
Engineer-Material, Hydraulic Boom; Letourneau or Tournapull
(Scrapers over 20 yds. struck); Log Skidder; Movable
Concrete Barrier Transfer & Transport Vehicle; mucking
machines; overhead crane; paver (concrete); pulsemeter;
push button (buzz box) elevator; road mix machines; Robot
Hammer (brock or similar), Ross carrier and similar
machines; shovels (tunnels); side boom; Slip Form Machine;
spreader (asphalt); scoopmobile-tractor-shovel over 1 1/2
yards; trenching machines; telephies- vermeer concrete saw
trencher and/or similar; tractor-type demolition equipment,
Whirly

GROUP 1-B: Road Paver, Asphalt

GROUP 2-A: Ballast Regulators; Compactor self-propelled; Cow
Tracks; Fusion Machine; Rail Anchor Machines; Roller 4 ton
and over; Scrapers - 20 yards struck; Switch Tampers;
Vibratory roller, etc.

GROUP 2-B: Mechanic (outside) all types

GROUP 3-A: Air tractor drill; asphalt plant; batch plant;
boiler (high pressure; concrete breaker; concrete pump
concrete spreader; curb cutter machine; farm tractor (all
types); finishing machine (concrete); fine grading machine;

fireman; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes), maintenance engineer; machine pulling sheeps foot roller; material hopper; mixer concrete - 21-E and over; mulching grass spreader; portable asphalt plant, portable batch plant, portable crusher; powerhouse plant; quarry master; roller under 4 ton; spreading and fine grading machine; steel cutting machine; stone crusher; sweeper; turbojet burner or similar; well drilling machine ; winch truck ""A"" frame. John Henry Drill or similar.

GROUP 4-A: Service men (fuel or grease truck).

GROUP 4-B: Oiler; Compressor - compressor plant; paint compressor-steel erection; conveyor belt machine; lighting unit (portable & generator); oiler; pumps - pump station-water-sewer- gypsum- plaster, etc.; roller-motorized (walk-behind); welding machine (steel erection excavation); well point system; bending machine; dust collector; mixer - concrete under 21-E; heater all types; steam jenny; syphon pump-air-steam; tar joint machine; vibrator (1 to 5); Compressor Truck Mounted (2-6)

GROUP 5: Oiler
GROUP 5-A-1: Master Mechanic

GROUP 5-A-2: Engineer - all tower cranes, all climbing cranes and all cranes of 100 ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged (except for pile rigs).

GROUP 5-A-3: Engineer-- Pile Driver

GROUP 5-A-4: Hoist Engineer- Steel -Sub Structure

GROUP 5-A-5: Jersey-spreader, pavement breaker (air ram); Post Hole Digger

NOTES:
Loader Operator (over 5 cu yds) .50
Shoval Operators (over 4 cu yd) 1.00
Hazmat premium over regular rate 20%

CRANES:

100 ft- 149 ft: receive \$2.00 more than Group 1 rate
149 ft and over receive \$3.00 more than Group 1 rate

FOOTNOTE:
a. PAID HOLIDAYS: New Year's Day; Lincoln's Birthday; Good Friday; Memorial Day; Independence Day; Labor Day; Veterans Day; Columbus Day; November Election Day; Thanksgiving Day; and Christmas Day

* IRON0040-001 07/01/2021

WESTCHESTER COUNTY

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 54.20	82.24

	Rates	Fringes
IRONWORKER		
METALLIC LATHERS AND REINFORCING IRONWORKERS.....	\$ 56.90	26.30

IRON0197-001 07/01/2021		

	Rates	Fringes
IRONWORKER		
STONE DERRICKMAN.....	\$ 55.63	55.10

IRON0580-001 07/01/2021		

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 46.15	59.79

* LAB00060-002 07/01/2021		

HEAVY/HIGHWAY

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 45.65	26.35
GROUP 2.....	\$ 44.30	26.35
GROUP 3.....	\$ 43.90	26.35
GROUP 4.....	\$ 43.55	26.35
GROUP 5.....	\$ 43.20	26.35
GROUP 6.....	\$ 36.85	26.35
GROUP 7.....	\$ 45.20	26.35
SHAFT AND TUNNEL IN FREE AIR		
GROUP 1.....	\$ 52.05	33.10+a
GROUP 2.....	\$ 54.20	33.10+a
GROUP 4.....	\$ 60.60	33.10+a

LABORERS CLASSIFICATIONS (HEAVY/HIGHWAY):

GROUP 1: Blasters.

GROUP 2: Burner, Jumbo Driller, Joy Driller, Wagon Driller, Air Track Driller, Hydraulic Driller, Concrete Form Aligner, Concrete Form and Curb Form Highway (Steel), Asphalt Screedman, Asphalt Raker.

GROUP 3: Asphalt Curb Machine Operator, Jeeper Operator, Pavement Breaker Operator, Power Saw Operator, Jack Hammer Driller. All types of pneumatic tools gasoline driller, concrete saw, gunniting, railroad spike puller and sandblasting, pipe layer, deck winches on scows, power buggy operator, power wheelbarrow operator.

GROUP 4: General concrete laborers-anything pertaining to concrete, aggregate or concrete material handling, puddlers, asphalt worker, rock scalers, vibrator operator, bit grinder, concrete grinder, air tampers and all tampers not covered by any other classification, form pin puller, pumps and their operation, service of air power, epoxy and waterproofing worker, fine grade person between forms, barco rammer, guard and guide rail and link fence, steel kings.

GROUP 5: Common laborers, signal person and pit person , truck spotters, powder person, landscape and nursery person, dump person.

GROUP 6: Flagperson

GROUP 7: Asbestos and Toxic Waste laborer

SHAFT AND TUNNEL IN FREE AIR CLASSIFICATIONS

GROUP 1: Outside laborers

GROUP 2: Blaster, Concrete and form setters, drill runners, air tuggers, chippers, pneumatic tools, and source of airpower, pumps and their operations, vibrator operators, Puddlers, Chuck tenders, nippers, concrete laborers tunnel sewer and water pipeliners, boring, Laborers, Powder carriers, signalmen, and Brakemen

GROUP 4: Miners

FOOTNOTE: a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, November Election Day, Veterans' Day, Thanksgiving Day and Christmas Day.

LABO0235-001 05/01/2016

BUILDING

	Rates	Fringes
LABORER.....	\$ 33.30	26.25

LABO0235-002 05/01/2016

RESIDENTIAL

	Rates	Fringes
LABORER.....	\$ 26.80	19.55

PAIN0009-003 05/01/2020

	Rates	Fringes
PAINTER		
GLAZIERS.....	\$ 46.55	44.77
Painters, Paperhanger, Drywall Finishers & Lead Abatement Worker.....	\$ 45.70	27.67
Spray, Scaffold, Sandblasting.....	\$ 48.70	27.67

PAIN0806-001 10/01/2021

	Rates	Fringes
Painters:		
Structural Steel and Bridge.	\$ 53.00	51.23

PLUM0021-003 05/01/2021

	Rates	Fringes
Plumber and Steamfitter		
Zone 1.....	\$ 59.01	39.26

* ROOF0008-003 07/01/2021

	Rates	Fringes
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ROOFER.....	\$ 45.25	35.62
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SFNY0669-002 04/01/2021

	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.19	28.09

SHEE0038-001 07/01/2021

	Rates	Fringes
Sheet metal worker.....	\$ 47.52	44.20

TEAM0456-001 07/01/2018

HEAVY & HIGHWAY CONSTRUCION

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 43.47	29.17+a
GROUP 2.....	\$ 40.72	29.17+a
GROUP 3.....	\$ 41.17	29.17+a
GROUP 4.....	\$ 41.34	29.17+a
GROUP 5.....	\$ 40.72	29.17+a
GROUP 6.....	\$ 41.47	29.17+a
GROUP 7.....	\$ 42.22	29.17+a
GROUP 8.....	\$ 42.59	29.17+a
GROUP 9.....	\$ 42.09	29.17+a
GROUP 10.....	\$ 42.72	29.17+a
GROUP 11.....	\$ 42.47	29.17+a

Hazardous/Toxic Waste - An additional 20% of the basic hourly wage rate set forth in this wage determination.

CLASSIFICATION DESCRIPTIONS

GROUP 1: Lowboy (carrying equipment)
GROUP 2: Straight jobs: 6-Wheeler, 10-Wheeler, A-Frame Trucks (inside cab), Winch Truck (inside cab), Dynamite Truck, Seeding Truck, Mulching Truck, Agitator Truck, Water Truck, Cement Trucks (all types), Suburbans, Station Wagons, Cars, Pickups.
GROUP 3: Fuel and tire trucks.
GROUP 4: Tractor trailers (all types)
GROUP 5: 14 Wheeler
GROUP 6: Athey wagon, Belly dumps, Articulated Dumps, Trailer wagons.
GROUP 7: Darts.
GROUP 8: RXS
GROUP 9: Off Road Equipment (Under 40 Tons): Euclid
GROUP 10: Off Road Equipment (Over 40 Tons) Euclid, DJB
GROUP 11: Off Road Equipment (Under 40 Tons) DJB

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, President's Day, Decoration Day, Independence Day, Labor Day, November Election Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day, provided employee works two or more days in the calendar week in which the holiday falls.

PAID VACATION: 4 weeks paid vacation after 20 years of service and 30 days of employment in current contract year; 3 weeks after 10 years of seniority service; 3 weeks after

10 years and 60 days of employment in contract year, 3 weeks and 1 day after 16 years of seniority service, 3 weeks and 2 days after 17 years of seniority service; 3 weeks and 3 days after 18 years of seniority service; 3 weeks and 4 days after 19 years of seniority service; The third week and every additional day shall be granted to employee in the calendar year in which he completes his tenth or other years of seniority service; 2 weeks after 130 days of employment in the calendar year; 2 weeks after 5 years and 90 days seniority service in calander year; 1 week and 1 additional day for each additional 18 days of employment not exceeding 10 days in any one calander year after 90 days of employment. Casual employees 1 day for every 18 days of employment. An employee who does not qualify for vacation shall be paid pro rata on a daily basis. Holiday shall be counted as days worked for vacation benefits.

LEGAL SERVICES FUND: Employer shall contribute \$.20 to the fund on the same basis for all hours paid to employees in the form of holiday pay or vacation pay. In addition to the benefits paid for Health-Welfare and Pension for up to 40 hours worked an additional \$.25 is paid for each hour worked. The employer shall grant 3 calendar days off without loss of pay to an employee who has death in his/her immediate family, inclusive of the day of the funeral.

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

SECTION I
COMPLIANCE WITH THE LABOR LAW
AND OTHER DEPARTMENT OF LABOR REGULATIONS

The Contractor shall comply with the applicable provisions of the "Labor Law" as amended, of the State of New York. This Contract shall be void unless applicable sections of said Labor Law are complied with. Each and every provision of law and clause required by law to be part of this Contract shall be deemed to be included herein and this Contract shall be read and enforced as though it were included herein, and if through mere mistake or otherwise any such provision is not included, then upon the application of either party hereto, the Contract shall forthwith be physically amended to make such inclusion.

Specifically, section 200-e, of the Labor Law, as so amended, prohibits in contracts, discrimination on account of race, creed, color, or national origin in employment of citizens upon public works.

There may be deduced from the amount payable to the Contractor by the Owner under this Contract a Penalty of five (\$5.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of Section 200-e; provided, that for a second or any subsequent violation of the provisions of said paragraph, his Contract may be canceled or terminated by the Owner and all monies due or to become due hereunder may be forfeited.

SECTION K

NON-DISCRIMINATION CLAUSE

During the performance of the Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- b. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the Commission of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses "a." through "h." hereinafter called "non-discrimination clauses", and requesting such labor union or representative to agree in writing, whether in such collective bargaining or other agreement or understanding or otherwise, that such labor union or representative will not discriminate against any member or applicant for membership because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal membership opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay, or other forms of compensation, and selection for training or retraining including apprenticeship and on-the-job training. Such notice shall be given by the Contractor, and such written agreement shall be made by such labor union or representative, prior to the commencement of performances of this contract. If such labor union or representative fails or refuses so to agree in writing, the Contractor shall promptly notify the Commission for Human Rights of such failure or refusal.
- c. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the Commission for Human Rights setting forth the substance of the provisions of clauses "a." and "b." and such provisions of the State's Laws against discrimination as the Commission for Human Rights shall determine.
- d. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, or national origin.
- e. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will, permit access to his books, records, and accounts by the Commission of Human Rights, and Owner representatives/counsel for purposes of

investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

- f. The Contract may be forthwith cancelled, terminated, or suspended in whole or in part, by the contracting agency upon the basis of a finding made by the Commission of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on the behalf of the Owner/Contracting Agency until he satisfied the Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non- discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies otherwise provided by law.
- g. If this Contract is cancelled or terminated under clause "f.", in addition to other rights of the Owner provided in this contract upon its breach by the Contractor, the Contractor will hold the Owner harmless against any additional expenses or costs incurred by the Owner in completing the work or in purchasing the services, materials, equipment, or supplies contemplated by this contract, and the Owner may withhold payments from the Contractor in an amount sufficient for this purpose and recourse may be had against the surety on the performance bond if necessary.
- h. The Contractor will include the provisions of clauses "a.", through "g." in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within jurisdictional locale of the Project being contracted by the Owner. The Contractor will take such action in enforcing such provisions of such subcontract or purchase as the Owner/Contracting Agency may direct, including sanctions or remedies for noncompliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency/Owner, the Contractor shall promptly so notify the Owner's representatives/counsel, requesting him to intervene and protect the interests of the Owner (Contracting Agency's jurisdictional area).

SECTION L

OSHA REGULATIONS

OSHA REGULATIONS - Standards - 29 CFR

Standard Number: 1926.650

Standard Title: Scope, application, and definitions applicable to this subpart.

Subpart Number: P

Subpart Title: Excavations

- (a) Scope and application. This subpart applies to all open excavations made in the earth's surface. Excavations are defined to include trenches.
- (b) Definitions applicable to this subpart.

“Accepted engineering practices” means those requirements which are compatible with standards of practice required by a registered professional engineer.

“Aluminum Hydraulic Shoring” means a pre-engineered shoring system comprised of aluminum hydraulic cylinders (crossbraces) used in conjunction with vertical rails (uprights) or horizontal rails (wales). Such system is designed specifically to support the sidewalls of an excavation and prevent cave-ins.

“Bell-bottom pier hole” means a type of shaft or footing excavation, the bottom of which is made larger than the cross section above to form a belled shape.

“Benching (Benching system)” means a method of protecting employees from cave-ins by excavating the sides of an excavation to form one or a series of horizontal levels or steps, usually with vertical or near-vertical surfaces between levels.

“Cave-in” means the separation of a mass of soil or rock material from the side of an excavation, or the loss of soil from under a trench shield or support system, and its sudden movement into the excavation, either by falling or sliding, in sufficient quantity so that it could entrap, bury, or other wise injure and immobilize a person.

“Competent person” means one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

“Cross braces” mean the horizontal members of a shoring system installed perpendicular to the sides of the excavation, the ends of which bear against either uprights or wales.

“Excavation” means any man-made cut, cavity, trench, or depression in an earth surface, formed by earth removal.

“Faces” or “sides” means the vertical or inclined earth surfaces formed as a result of excavation work.

“Failure” means the breakage, displacement, or permanent deformation of a structural member or connection so as to reduce its structural integrity and its supportive capabilities.

“Hazardous atmosphere” means an atmosphere which by reason of being explosive,

flammable, poisonous, corrosive, oxidizing, irritating, oxygen deficient, toxic, or otherwise harmful, may cause death, illness, or injury.

“Kickout” means the accidental release or failure of a cross brace.

“Protective system” means a method of protecting employees from cave-ins, from material that could fall or roll from an excavation face or into an excavation, or from the collapse of adjacent structures. Protective systems include support systems, sloping and benching systems, shield systems, and other systems that provide the necessary protection.

“Ramp” means an inclined walking or working surface that is used to gain access to one point from another, and is constructed from earth or from structural materials such as steel or wood.

“Registered Professional Engineer” means a person who is registered as a professional engineer in the state where the work is to be performed. However, a professional engineer, registered in any state is deemed to be a “registered professional engineer” within the meaning of this standard when approving designs for “manufactured protective systems” or “tabulated data” to be used in interstate commerce.

“Sheeting” means the members of a shoring system that retain the earth in position and in turn are supported by other members of the shoring system.

“Shield (Shield system)” means a structure that is able to withstand the forces imposed on it by a cave-in and thereby protect employees within the structure. Shields can be permanent structures or can be designed to be portable and moved along as work progresses. Additionally, shields can be either pre-manufactured or job-built in accordance with 1926.652(c)(3) or (c)(4). Shields used in trenches are usually referred to as “trench boxes” or “trench shields.”

“Shoring (Shoring system)” means a structure such as a metal hydraulic, mechanical or timber shoring system that supports the sides of an excavation and which is designed to prevent cave-ins.

“Sides”. See “Faces.”

“Sloping (Sloping system)” means a method of protecting employees from cave-ins by excavating to form sides of an excavation that are inclined away from the excavation so as to prevent cave-ins. The angle of incline required to prevent a cave-in varies with differences in such factors as the soil type, environmental conditions of exposure, and application of surcharge loads.

“Stable rock” means natural solid mineral material that can be excavated with vertical sides and will remain intact while exposed. Unstable rock is considered to be stable when the rock material on the side or sides of the excavation is secured against caving-in or movement by rock bolts or by another protective system that has been designed by a registered professional engineer.

“Structural ramp” means a ramp built of steel or wood, usually used for vehicle access. Ramps made of soil or rocks are not considered structural ramps.

“Support system” means a structure such as underpinning, bracing, or shoring, which provides support to an adjacent structure, underground installation, or the sides of an excavation.

“Tabulated data” means tables and charts approved by a registered professional engineer and used to design and construct a protective system.

“Trench (Trench excavation)” means a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet (4.6 m). If forms or other structures are installed or constructed in an excavation so as to reduce the dimension measured from the forms or structure to the side of the excavation to 15 feet (4.6 m) or less (measured at the bottom of the excavation), the excavation is also considered to be a trench.

“Trench box.” See “Shield.”

“Trench shield.” See “Shield.”

“Uprights” means the vertical members of a trench shoring system placed in contact with the earth and usually positioned so that individual members do not contact each other. Uprights placed so that individual members are closely spaced, in contact with or interconnected to each other, are often called “sheeting.”

“Wales” means horizontal members of a shoring system placed parallel to the excavation face whose sides bear against the vertical members of the shoring system or earth.

Standard Number: 1926.651

Standard Title: Specific Excavation Requirements.

Subpart Number: P

Subpart Title: Excavations

- a. Surface encumbrances. All surface encumbrances that are located so as to create a hazard to employees shall be removed or supported, as necessary, to safeguard employees.
- b. Underground installations.
 - 1 The estimated location of utility installations, such as sewer, telephone, fuel, electric, water lines, or any other underground installations that reasonably may be expected to be encountered during excavation work, shall be determined prior to opening an excavation.
 - 2 Utility companies or owners shall be contacted within established or customary local response times, advised of the proposed work, and asked to establish the location of the utility underground installations prior to the start of actual excavation. When utility companies or owners cannot respond to a request to locate underground utility installations within 24 hours (unless a longer period is required by state or local law), or cannot establish the exact location of these installations, the employer may proceed, provided the employer does so with caution, and provided detection equipment or other acceptable means to locate utility installations are used.
 - 3 When excavation operations approach the estimated location of underground installations, the exact location of the installations shall be determined by safe and acceptable means.
 - 4 While the excavation is open, underground installations shall be protected, supported or removed as necessary to safeguard employees.
- c. Access and egress -
 - 1 Structural ramps.

- i. Structural ramps that are used solely by employees as a means of access or egress from excavations shall be designed by a competent person. Structural ramps used for access or egress of equipment shall be designed by a competent person qualified in structural design, and shall be constructed in accordance with the design.
 - ii. Ramps and runways constructed of two or more structural members shall have the structural members connected together to prevent displacement.
 - iii. Structural members used for ramps and runways shall be of uniform thickness.
 - iv. Cleats or other appropriate means used to connect runway structural members shall be attached to the bottom of the runway or shall be attached in a manner to prevent tripping.
 - v. Structural ramps used in lieu of steps shall be provided with cleats or other surface treatments on the top surface to prevent slipping.
- 2 Means of egress from trench excavations. A stairway, ladder, ramp or other safe means of egress shall be located in trench excavations that are 4 feet (1.22 m) or more in depth so as to require no more than 25 feet (7.62 m) of lateral travel for employees.
- d. Exposure to vehicular traffic. Employees exposed to public vehicular traffic shall be provided with, and shall wear warning vests or other suitable garments marked with or made of reflectorized or high-visibility material.
- e. Exposure to falling loads. No employee shall be permitted underneath loads handled by lifting or digging equipment. Employees shall be required to stand away from any vehicle being loaded or unloaded to avoid being struck by any spillage or falling materials. Operators may remain in the cabs of vehicles being loaded or unloaded when the vehicles are equipped, in accordance with 1926.601(b)(6), to provide adequate protection for the operator during loading and unloading operations.
- f. Warning system for mobile equipment. When mobile equipment is operated adjacent to an excavation, or when such equipment is required to approach the edge of an excavation, and the operator does not have a clear and direct view of the edge of the excavation, a warning system shall be utilized such as barricades, hand or mechanical signals, or stop logs. If possible, the grade should be away from the excavation.
- g. Hazardous atmospheres -
 - 1 Testing and controls. In addition to the requirements set forth in subparts D and E of this part (29 CFR 1926.50 - 1926.107) to prevent exposure to harmful levels of atmospheric contaminants and to assure acceptable atmospheric conditions, the following requirements shall apply:
 - i. Where oxygen deficiency (atmospheres containing less than 19.5 percent oxygen) or a hazardous atmosphere exists or could reasonably be expected to exist, such as in excavations in landfill areas or excavations in areas where hazardous substances are stored nearby, the atmospheres in the excavation shall be tested before employees enter excavations greater than 4 feet (1.22 m) in depth.
 - ii. Adequate precautions shall be taken to prevent employee exposure to atmospheres

containing less than 19.5 percent oxygen and other hazardous atmospheres. These precautions include providing proper respiratory protection or ventilation in accordance with subparts D and E of this part respectively.

- iii. Adequate precaution shall be taken such as providing ventilation, to prevent employee exposure to an atmosphere containing a concentration of a flammable gas in excess of 20 percent of the lower flammable limit of the gas.
- iv. When controls are used that are intended to reduce the level of atmospheric contaminants to acceptable levels, testing shall be conducted as often as necessary to ensure that the atmosphere remains safe.

2 Emergency rescue equipment.

- i. Emergency rescue equipment, such as breathing apparatus, a safety harness and line, or a basket stretcher, shall be readily available where hazardous atmospheric conditions exist or may reasonably be expected to develop during work in an excavation. This equipment shall be attended when in use.
- ii. Employees entering bell-bottom pier holes, or other similar deep and confined footing excavations, shall wear a harness with a lifeline securely attached to it. The lifeline shall be separate from any line used to handle materials, and shall be individually attended at all times while the employee wearing the lifeline is in the excavation.

h. Protection from hazards associated with water accumulation.

- 1 Employees shall not work in excavations in which there is accumulated water, or in excavations in which water is accumulating, unless adequate precautions have been taken to protect employees against the hazards posed by water accumulation. The precautions necessary to protect employees adequately vary with each situation, but could include special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of a safety harness and lifeline.
- 2 If water is controlled or prevented from accumulating by the use of water removal equipment, the water removal equipment and operations shall be monitored by a competent person to ensure proper operation.
- 3 If excavation work interrupts the natural drainage of surface water (such as streams), diversion ditches, dikes, or other suitable means shall be used to prevent surface water from entering the excavation and to provide adequate drainage of the area adjacent to the excavation. Excavations subject to runoff from heavy rains will require an inspection by a competent person and compliance with paragraphs (h)(1) and (h)(2) of this section.

i. Stability of adjacent structures.

- 1 Where the stability of adjoining buildings, walls, or other structures is endangered by excavation operations, support systems such as shoring, bracing, or underpinning shall be provided to ensure the stability of such structures for the protection of employees.
- 2 Excavation below the level of the base or footing of any foundation or retaining wall that

could be reasonably expected to pose a hazard to employees shall not be permitted except when:

- i. A support system, such as underpinning, is provided to ensure the safety of employees and the stability of the structure; or
 - ii. The excavation is in stable rock; or
 - iii. A registered professional engineer has approved the determination that the structure is sufficiently removed from the excavation so as to be unaffected by the excavation activity; or
 - iv. A registered professional engineer has approved the determination that such excavation work will not pose a hazard to employees.
- 3 Sidewalks, pavements and appurtenant structure shall not be undermined unless a support system or another method of protection is provided to protect employees from the possible collapse of such structures.
- j. Protection of employees from loose rock or soil.
- 1 Adequate protection shall be provided to protect employees from loose rock or soil that could pose a hazard by falling or rolling from an excavation face. Such protection shall consist of scaling to remove loose material; installation of protective barricades at intervals as necessary on the face to stop and contain falling material; or other means that provide equivalent protection.
 - 2 Employees shall be protected from excavated or other materials or equipment that could pose a hazard by falling or rolling into excavations. Protection shall be provided by placing and keeping such materials or equipment at least 2 feet (.61 m) from the edge of excavations, or by the use of retaining devices that are sufficient to prevent materials or equipment from falling or rolling into excavations, or by a combination of both if necessary.
- k. Inspections.
- 1 Daily inspections of excavations, the adjacent areas, and protective systems shall be made by a competent person for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions. An inspection shall be conducted by the competent person prior to the start of work and as needed throughout the shift. Inspections shall also be made after every rainstorm or other hazard increasing occurrence. These inspections are only required when employee exposure can be reasonably anticipated.
 - 2 Where the competent person finds evidence of a situation that could result in a possible cave-in, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions, exposed employees shall be removed from the hazardous area until the necessary precautions have been taken to ensure their safety.
- l. Fall protection.

- 1 Walkways shall be provided where employees or equipment are required or permitted to cross over excavations. Guardrails which comply with 1926.502(b) shall be provided where walkways are 6 feet (1.8 m) or more above lower levels. [59 FR 40730, Aug 9, 1994]

Requirements For Protective Systems. - 1926.652

Standard Number: 1926.652

Standard Title: Requirements For Protective Systems.

Subpart Number: P

Subpart Title: Excavations

- a. Protection of employees in excavations.
 - 1 Each employee in an excavation shall be protected from cave-ins by an adequate protective system designed in accordance with paragraph (b) or (c) of this section except when:
 - i. Excavations are made entirely in stable rock; or
 - ii. Excavations are less than 5 feet (1.52 m) in depth and examination of the ground by a competent person provides no indication of a potential cave-in.
 - 2 Protective systems shall have the capacity to resist without failure all loads that are intended or could reasonably be expected to be applied or transmitted to the system.
- b. Design of sloping and benching systems. The slopes and configurations of sloping and benching systems shall be selected and constructed by the employer or his designee and shall be in accordance with the requirements of paragraph (b)(1); or, in the alternative, paragraph (b)(2); or, in the alternative, paragraph (b)(3); or, in the alternative, paragraph (b)(4), as follows:
 - 1 Option (1) - Allowable configurations and slopes.
 - i. Excavations shall be sloped at an angle not steeper than one and one-half horizontal to one vertical (34 degrees measured from the horizontal), unless the employer uses one of the other options listed below.
 - ii. Slopes specified in paragraph (b)(1)(i) of this section, shall be excavated to form configurations that are in accordance with the slopes shown for Type C soil in Appendix B to this subpart.
 - 2 Determination of slopes and configurations using Appendices A and B. Maximum allowable slopes, and allowable configurations for sloping and benching systems, shall be determined in accordance with the conditions and requirements set forth in appendices A and B to this subpart.
 - 3 Option (3) - Designs using other tabulated data.
 - i. Designs of sloping or benching systems shall be selected from and in accordance with tabulated data, such as tables and charts.
 - ii. The tabulated data shall be in written form and shall include all of the following:

- (a) Identification of the parameters that affect the selection of a sloping or benching system drawn from such data;
 - (b) Identification of the limits of use of the data, to include the magnitude and configuration of slopes determined to be safe;
 - (c) Explanatory information as may be necessary to aid the user in making a correct selection of a protective system from the data.
 - iii. At least one copy of the tabulated data which identifies the registered professional engineer who approved the data, shall be maintained at the jobsite during construction of the protective system. After that time the data may be stored off the jobsite, but a copy of the data shall be made available to the Secretary upon request.
- 4 Option (4) - Design by a registered professional engineer.
 - i. Sloping and benching systems not utilizing Option (1) or Option (2) or Option (3) under paragraph (b) of this section shall be approved by a registered professional engineer.
 - ii. Designs shall be in written form and shall include at least the following:
 - (a) The magnitude of the slopes that were determined to be safe for the particular project;
 - (b) The configurations that were determined to be safe for the particular project;
 - iii. At least one copy of the design shall be maintained at the jobsite while the slope is being constructed. After that time the design need not be at the jobsite, but a copy shall be made available to the Secretary upon request.
- c. Design of support systems, shield systems, and other protective systems. Designs of support systems, shield systems, and other protective systems shall be selected and constructed by the employer or his designee and shall be in accordance with the requirements of paragraph (c)(1); or, in the alternative, paragraph (c)(2); or, in the alternative, paragraph (c)(3); or, in the alternative, paragraph (c)(4) as follows:
 - 1 Option (1) - Designs using appendices A, C and D. Designs for timber shoring in trenches shall be determined in accordance with the conditions and requirements set forth in appendices A and C to this subpart. Designs for aluminum hydraulic shoring shall be in accordance with paragraph (c)(2) of this section, but if manufacturer's tabulated data cannot be utilized, designs shall be in accordance with appendix D.
 - 2 Option (2) - Designs Using Manufacturer's Tabulated Data.
 - i. Design of support systems, shield systems, or other protective systems that are drawn from manufacturer's tabulated data shall be in accordance with all specifications, recommendations, and limitations issued or made by the manufacturer.
 - ii. Deviation from the specifications, recommendations, and limitations issued or made by the manufacturer shall only be allowed after the manufacturer issues specific written approval.
 - iii. Manufacturer's specifications, recommendations, and limitations, and manufacturer's approval to deviate from the specifications, recommendations, and limitations shall be in written form at the jobsite

Soil Classification - 1926 Subpart P App A

Standard Number: 1926 Subpart P App A

Standard Title: Soil Classification

Subpart Number: P

Subpart Title: Excavations

a. Scope and application -

- 1 Scope. This appendix describes a method of classifying soil and rock deposits based on site and environmental conditions, and on the structure and composition of the earth deposits. The appendix contains definitions, sets forth requirements, and describes acceptable visual and manual tests for use in classifying soils.
- 2 Application. This appendix applies when a sloping or benching system is designed in accordance with the requirements set forth in 1926.652(b) (2) as a method of protection for employees from cave-ins. This appendix also applies when timber shoring for excavations is designed as a method of protection from cave-ins in accordance with appendix C to subpart P of part 1926, and when aluminum hydraulic shoring is designed in accordance with appendix D. This Appendix also applies if other protective systems are designed and selected for use from data prepared in accordance with the requirements set forth in 1926.652(c), and the use of the data is predicated on the use of the soil classification system set forth in this appendix.

- b. Definitions. The definitions and examples given below are based on, in whole or in part, the following; American Society for Testing Materials (ASTM) Standards D653-85 and D2488; The Unified Soils Classification System; The U.S. Department of Agriculture (USDA) Textural Classification Scheme; and The National Bureau of Standards Report BSS-121.

“Cemented soil” means a soil in which the particles are held together by a chemical agent, such as calcium carbonate, such that a hand-size sample cannot be crushed into powder or individual soil particles by finger pressure.

“Cohesive soil” means clay (fine grained soil), or soil with a high clay content, which has cohesive strength. Cohesive soil does not crumble, can be excavated with vertical sideslopes, and is plastic when moist. Cohesive soil is hard to break up when dry, and exhibits significant cohesion when submerged. Cohesive soils include clayey silt, sandy clay, silty clay, clay and organic clay.

“Dry soil” means soil that does not exhibit visible signs of moisture content.

“Fissured” means a soil material that has a tendency to break along definite planes of fracture with little resistance, or a material that exhibits open cracks, such as tension cracks, in an exposed surface.

“Granular soil” means gravel, sand, or silt (coarse grained soil) with little or no clay content. Granular soil has no cohesive strength. Some moist granular soils exhibit apparent cohesion. Granular soil cannot be molded when moist and crumbles easily when dry.

“Layered system” means two or more distinctly different soil or rock types arranged in layers. Micaceous seams or weakened planes in rock or shale are considered layered.

“Moist soil” means a condition in which a soil looks and feels damp. Moist cohesive soil can easily be shaped into a ball and rolled into small diameter threads before crumbling. Moist granular soil that contains some cohesive material will exhibit signs of cohesion between particles.

“Plastic” means a property of a soil which allows the soil to be deformed or molded without cracking, or appreciable volume change.

“Saturated soil” means a soil in which the voids are filled with water. Saturation does not require flow. Saturation, or near saturation, is necessary for the proper use of instruments such as a pocket penetrometer or sheer vane.

“Soil classification system” means, for the purpose of this subpart, a method of categorizing soil and rock deposits in a hierarchy of Stable Rock, Type A, Type B, and Type C, in decreasing order of stability. The categories are determined based on an analysis of the properties and performance characteristics of the deposits and the characteristics of the deposits and the environmental conditions of exposure.

“Stable rock” means natural solid mineral matter that can be excavated with vertical sides and remain intact while exposed.

“Submerged soil” means soil which is underwater or is free seeping.

“Type A” means cohesive soils with an unconfined, compressive strength of 1.5 ton per square foot (tsf) (144 kPa) or greater. Examples of cohesive soils are: clay, silty clay, sandy clay, clay loam and, in some cases, silty clay loam and sandy clay loam. Cemented soils such as caliche and hardpan are also considered Type A. However, no soil is Type A if:

- (1) The soil is fissured; or
- (2) The soil is subject to vibration from heavy traffic, pile driving, or similar effects; or
- (3) The soil has been previously disturbed; or
- (4) The soil is part of a sloped, layered system where the layers dip into the excavation on a slope of four horizontal to one vertical (4H:1V) or greater; or
- (5) The material is subject to other factors that would require it to be classified as a less stable material.

“Type B” means:

- (1) Cohesive soil with an unconfined compressive strength greater than 0.5 tsf (48 kPa) but less than 1.5 tsf (144 kPa); or
- (2) Granular cohesionless soils including: angular gravel (similar to crushed rock), silt, silt loam, sandy loam and, in some cases, silty clay loam and sandy clay loam.
- (3) Previously disturbed soils except those which would otherwise be classed as Type C soil.
- (4) Soil that meets the unconfined compressive strength or cementation requirements for Type A, but is fissured or subject to vibration; or
- (5) Dry rock that is not stable; or
- (6) Material that is part of a sloped, layered system where the layers dip into the excavation on a slope less steep than four horizontal to one vertical (4H:1V), but

only if the material would otherwise be classified as Type B.

“Type C” means:

- (1) Cohesive soil with an unconfined compressive strength of 0.5 tsf (48 kPa) or less; or
- (2) Granular soils including gravel, sand, and loamy sand; or
- (3) Submerged soil or soil from which water is freely seeping; or
- (4) Submerged rock that is not stable, or
- (5) Material in a sloped, layered system where the layers dip into the excavation or a slope of four horizontal to one vertical (4H:1V) or steeper.

“Unconfined compressive strength” means the load per unit area at which a soil will fail in compression. It can be determined by laboratory testing, or estimated in the field using a pocket penetrometer, by thumb penetration tests, and other methods.

“Wet soil” means soil that contains significantly more moisture than moist soil, but in such a range of values that cohesive material will slump or begin to flow when vibrated. Granular material that would exhibit cohesive properties when moist will lose those cohesive properties when wet.

a. Requirements -

- 1 Classification of soil and rock deposits. Each soil and rock deposit shall be classified by a competent person as Stable Rock, Type A, Type B, or Type C in accordance with the definitions set forth in paragraph (b) of this appendix.
- 2 Basis of classification. The classification of the deposits shall be made based on the results of at least one visual and at least one manual analysis. Such analyses shall be conducted by a competent person using tests described in paragraph (d) below, or in other recognized methods of soil classification and testing such as those adopted by the American Society for Testing Materials, or the U.S. Department of Agriculture textural classification
- 3 Visual and manual analyses. The visual and manual analyses, such as those noted as being acceptable in paragraph (d) of this appendix, shall be designed and conducted to provide sufficient quantitative and qualitative information as may be necessary to identify properly the properties, factors, and conditions affecting the classification of the deposits.
- 4 Layered systems. In a layered system, the system shall be classified in accordance with its weakest layer. However, each layer may be classified individually where a more stable layer lies under a less stable layer.
- 5 Reclassification. If, after classifying a deposit, the properties, factors, or conditions affecting its classification change in any way, the changes shall be evaluated by a competent person. The deposit shall be reclassified as necessary to reflect the changed circumstances.

d. Acceptable visual and manual tests.

- 1 Visual tests. Visual analysis is conducted to determine qualitative information regarding

the excavation site in general, the soil adjacent to the excavation, the soil forming the sides of the open excavation, and the soil taken as samples from excavated material.

- i. Observe samples of soil that are excavated and soil in the sides of the excavation. Estimate the range of particle sizes and the relative amounts of the particle sizes. Soil that is primarily composed of fine-grained material is cohesive material. Soil composed primarily of coarse-grained sand or gravel is granular material.
 - ii. Observe soil as it is excavated. Soil that remains in clumps when excavated is cohesive. Soil that breaks up easily and does not stay in clumps is granular.
 - iii. Observe the side of the opened excavation and the surface area adjacent to the excavation. Crack-like openings such as tension cracks could indicate fissured material. If chunks of soil spall off a vertical side, the soil could be fissured. Small spalls are evidence of moving ground and are indications of potentially hazardous situations.
 - iv. Observe the area adjacent to the excavation and the excavation itself for evidence of existing utility and other underground structures, and to identify previously disturbed soil.
 - v. Observe the opened side of the excavation to identify layered systems. Examine layered systems to identify if the layers slope toward the excavation. Estimate the degree of slope of the layers.
 - vi. Observe the area adjacent to the excavation and the sides of the opened excavation for evidence of surface water, water seeping from the sides of the excavation, or the location of the level of the water table.
 - vii. Observe the area adjacent to the excavation and the area within the excavation for sources of vibration that may affect the stability of the excavation face.
- 2 Manual tests. Manual analysis of soil samples is conducted to determine quantitative as well as qualitative properties of soil and to provide more information in order to classify soil properly.
- i. Plasticity. Mold a moist or wet sample of soil into a ball and attempt to roll it into threads as thin as 1/8-inch in diameter. Cohesive material can be successfully rolled into threads without crumbling. For example, if at least a two inch (50 mm) length of 1/8-inch thread can be held on one end without tearing, the soil is cohesive.
 - ii. Dry strength. If the soil is dry and crumbles on its own or with moderate pressure into individual grains or fine powder, it is granular (any combination of gravel, sand, or silt). If the soil is dry and falls into clumps which break up into smaller clumps, but the smaller clumps can only be broken up with difficulty, it may be clay in any combination with gravel, sand or silt. If the dry soil breaks into clumps which do not break up into small clumps and which can only be broken with difficulty, and there is no visual indication the soil is fissured, the soil may be considered unfissured.
 - iii. Thumb penetration. The thumb penetration test can be used to estimate the unconfined compressive strength of cohesive soils. (This test is based on the thumb penetration test described in American Society for Testing and Materials (ASTM) Standard designation D2488 - "Standard Recommended Practice for Description of Soils (Visual - Manual Procedure).") Type A soils with an unconfined compressive strength of 1.5 tsf can be readily indented by the thumb; however, they can be penetrated by the thumb only with

- very great effort. Type C soils with an unconfined compressive strength of 0.5 tsf can be easily penetrated several inches by the thumb, and can be molded by light finger pressure. This test should be conducted on an undisturbed soil sample, such as a large clump of spoil, as soon as practicable after excavation to keep to a minimum the effects of exposure to drying influences. If the excavation is later exposed to wetting influences (rain, flooding), the classification of the soil must be changed accordingly.
- iv. Other strength tests. Estimates of unconfined compressive strength of soils can also be obtained by use of a pocket penetrometer or by using a hand-operated shear vane.
 - v. Drying test. The basic purpose of the drying test is to differentiate between cohesive material with fissures, unfissured cohesive material, and granular material. The procedure for the drying test involves drying a sample of soil that is approximately one inch thick (2.54 cm) and six inches (15.24 cm) in diameter until it is thoroughly dry:
 - (a) If the sample develops cracks as it dries, significant fissures are indicated.
 - (b) Samples that dry without cracking are to be broken by hand. If considerable force is necessary to break a sample, the soil has significant cohesive material content. The soil can be classified as an unfissured cohesive material and the unconfined compressive strength should be determined.
 - (c) If a sample breaks easily by hand, it is either a fissured cohesive material or a granular material. To distinguish between the two, pulverize the dried clumps of the sample by hand or by stepping on them. If the clumps do not pulverize easily, the material is cohesive with fissures. If they pulverize easily into very small fragments, the material is granular.

Standard Number: 1926 Subpart P App B

Standard Title: Sloping and Benching

Subpart Number: P

Subpart Title: Excavations

- a. Scope and application. This appendix contains specifications for sloping and benching when used as methods of protecting employees working in excavations from cave-ins. The requirements of this appendix apply when the design of sloping and benching protective systems is to be performed in accordance with the requirements set forth in 1926.652(b)(2).
- b. Definitions.

“Actual slope” means the slope to which an excavation face is excavated.

“Distress” means that the soil is in a condition where a cave-in is imminent or is likely to occur. Distress is evidenced by such phenomena as the development of fissures in the face of or adjacent to an open excavation; the subsidence of the edge of an excavation; the slumping of material from the face or the bulging or heaving of material from the bottom of an excavation; the spalling of material from the face of an excavation; and raveling, i.e., small amounts of material such as pebbles or little clumps of material suddenly separating from the face of an excavation and trickling or rolling down into the excavation.

“Maximum allowable slope” means the steepest incline of an excavation face that is acceptable for the most favorable site conditions as protection against cave-ins, and is expressed as the ratio of horizontal distance to vertical rise (H:V).

“Short term exposure” means a period of time less than or equal to 24 hours that an excavation is open.

c. Requirements

- 1 Soil classification. Soil and rock deposits shall be classified in accordance with appendix A to subpart P of part 1926.
- 2 Maximum allowable slope. The maximum allowable slope for a soil or rock deposit shall be determined from Table B-1 of this appendix.
- 3 Actual slope
 - i. The actual slope shall not be steeper than the maximum allowable slope.
 - ii. The actual slope shall be less steep than the maximum allowable slope, when there are signs of distress. If that situation occurs, the slope shall be cut back to an actual slope which is at least 1/2 horizontal to one vertical (1/2H:1V) less steep than the maximum allowable slope.
 - iii. When surcharge loads from stored material or equipment, operating equipment, or traffic are present, a competent person shall determine the degree to which the actual slope must be reduced below the maximum allowable slope, and shall assure that such reduction is achieved. Surcharge loads from adjacent structures shall be evaluated in accordance with 1926.651(i).
- 4 Configurations. Configurations of sloping and benching systems shall be in accordance with Figure B-1.

TABLE B-1 MAXIMUM ALLOWABLE SLOPES	
Soil or Rock Type	Maximum Allowable Slopes (H:V) ⁽¹⁾ For Excavations Less Than 20 Feet Deep ⁽³⁾
Stable Rock	Vertical (90°)
Type A ⁽²⁾	3/4:1 (53°)
Type B	1:1 (45°)
Type C	1 1/2:1 (34°)

¹ Numbers shown in parentheses next to maximum allowable slopes are angles expressed in degrees from the horizontal. Angles have been rounded off.

²A short-term maximum allowable slope of 1/2H:1V (63 degrees) is allowed in excavations in Type A soil that are 12 feet (3.67 m) or less in depth. Short-term maximum allowable slopes for excavations greater than 12 feet (3.67 m) in depth shall be ¾ H:1V (53 degrees).

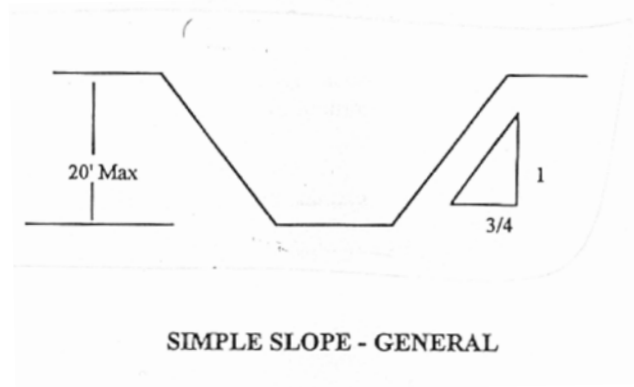
³Sloping or benching for excavations greater than 20 feet deep shall be designed by a registered professional engineer.

Figure B-1 - Slope Configurations

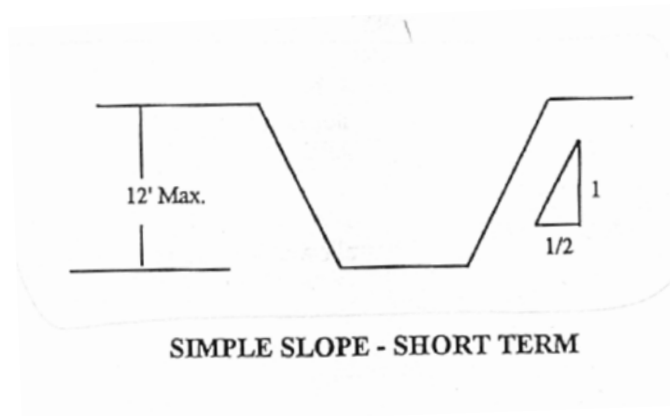
(All slopes stated below are in the horizontal to vertical ratio)

B - 1.1 Excavations made in Type A soil.

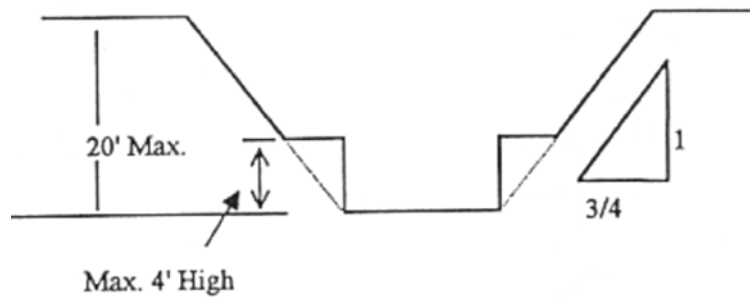
1. All simple slope excavation 20 feet or less in depth shall have a maximum allowable slope of 3/4:1.



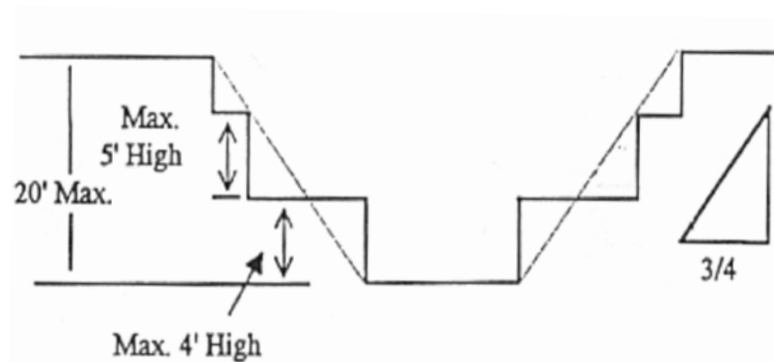
Exception: Simple slope excavations which are open 24 hours or less (short term) and which are 12 feet or less in depth shall have a maximum allowable slope of 1/2:1.



2. All benched excavations 20 feet or less in depth shall have a maximum allowable slope of $3/4$ to 1 and maximum bench dimensions as follows:

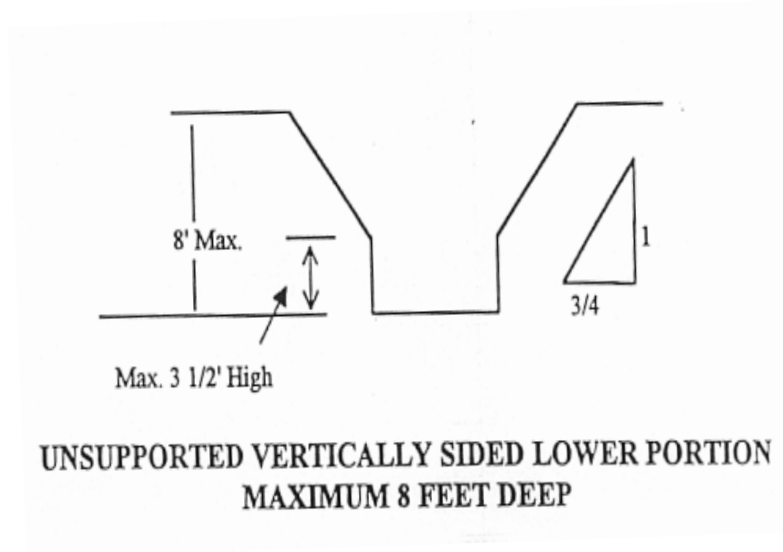


SIMPLE BENCH

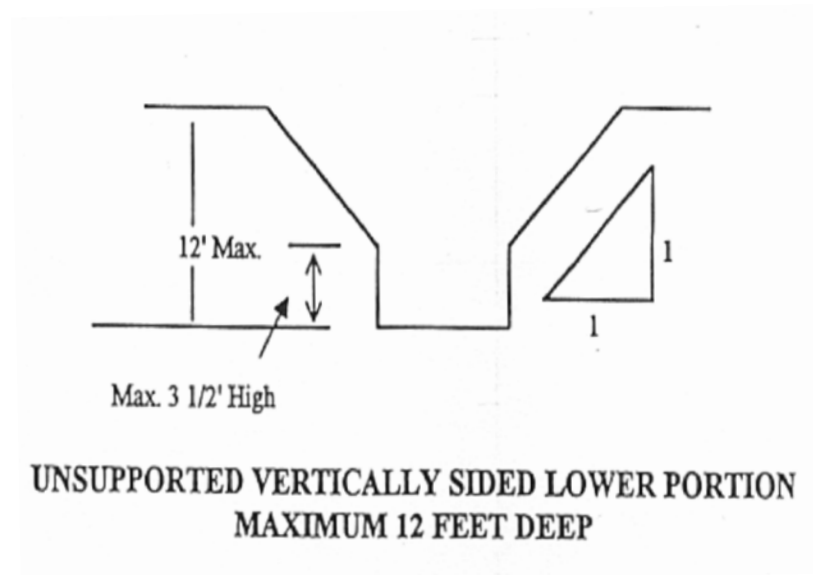


MULTIPLE BENCH

3. All excavations 8 feet or less in depth which have unsupported vertically sided lower portions shall have a maximum vertical side of 3 1/2 feet.

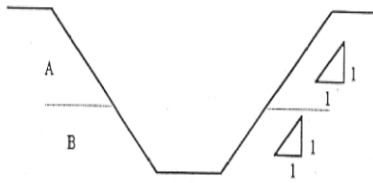


All excavations more than 8 feet but not more than 12 feet in depth with unsupported vertically sided lower portions shall have a maximum allowable slope of 1:1 and a maximum vertical side of 3 1/2 feet.

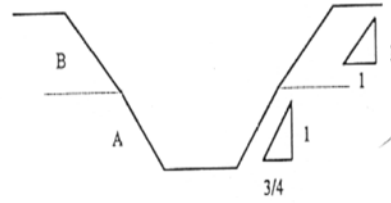


B - 1.4 Excavations Made in Layered Soils

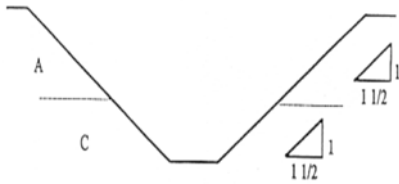
1. All excavations 20 feet or less in depth made in layered soils shall have a maximum allowable slope for each layer as set forth below.



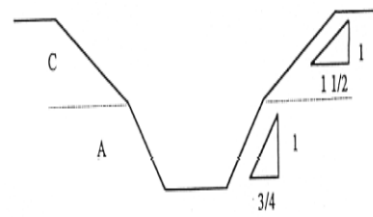
A OVER B



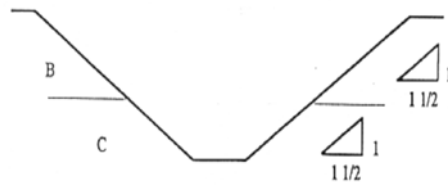
B OVER A



A OVER C



C OVER A



B OVER C

2. All other sloped excavations shall be in accordance with the other options permitted in 1926.652(b).

Standard Number: 1926 Subpart P App C
Standard Title: Timber Shoring for Trenches
Subpart Number: P
Subpart Title: Excavations

- a. Scope. This appendix contains information that can be used when timber shoring is provided as a method of protection from cave-ins in trenches that do not exceed 20 feet (6.1 m) in depth. This appendix must be used when design of timber shoring protective systems is to be performed in accordance with 1926.652(c)(1). Other timber shoring configurations; other systems of support such as hydraulic and pneumatic systems; and other protective systems such as sloping, benching, shielding, and freezing systems must be designed in accordance with the requirements set forth in 1926.652(b) and 1926.652(c).
- b. Soil Classification. In order to use the data presented in this appendix, the soil type or types in which the excavation is made must first be determined using the soil classification method set forth in appendix A of subpart P of this part.
- c. Presentation of Information. Information is presented in several forms as follows:
 - 1 Information is presented in tabular form in Tables C-1.1, C-1.2 and C-1.3, and Tables C-2.1, C-2.2 and C-2.3 following paragraph (g) of the appendix. Each table presents the minimum sizes of timber members to use in a shoring system, and each table contains data only for the particular soil type in which the excavation or portion of the excavation is made. The data are arranged to allow the user the flexibility to select from among several acceptable configurations of members based on varying the horizontal spacing of the crossbraces. Stable rock is exempt from shoring requirements and therefore, no data are presented for this condition.
 - 2 Information concerning the basis of the tabular data and the limitations of the data is presented in paragraph (d) of this appendix, and on the tables themselves.
 - 3 Information explaining the use of the tabular data is presented in paragraph (e) of this appendix.
 - 4 Information illustrating the use of the tabular data is presented in paragraph (f) of this appendix.
 - 5 Miscellaneous notations regarding Tables C-1.1 through C-1.3 and Tables C-2.1 through C-2.3 are presented in paragraph (g) of this Appendix.
- d. Basis and limitations of the data.
 - 1 Dimensions of timber members.
 - i. The sizes of the timber members listed in Tables C-1.1 through C-1.3 are taken from the National Bureau of Standards (NBS) report, "Recommended Technical Provisions for Construction Practice in Shoring and Sloping of Trenches and Excavations." In addition, where NBS did not recommend specific sizes of members, member sizes are based on an analysis of the sizes required for use by existing codes and on empirical practice.
 - ii. The required dimensions of the members listed in Tables C-1.1 through C-1.3 refer to

actual dimensions and not nominal dimensions of the timber. Employers wanting to use nominal size shoring are directed to Tables C-2.1 through C-2.3, or have this choice under 1926.652(c)(3), and are referred to The Corps of engineers, The Bureau of Reclamation or data from other acceptable sources.

2 Limitation of application.

- i. It is not intended that the timber shoring specification apply to every situation that may be experienced in the field. These data were developed to apply to the situations that are most commonly experienced in current trenching practice. Shoring systems for use in situations that are not covered by the data in this appendix must be designed as specified in 1926.652(c).
 - ii. When any of the following conditions are present, the members specified in the tables are not considered adequate. Either an alternate timber shoring system must be designed or another type of protective system designed in accordance with 1926.652.
 - a) When loads imposed by structures or by stored material adjacent to the trench weigh in excess of the load imposed by a two-foot soil surcharge. The term “adjacent” as used here means the area within a horizontal distance from the edge of the trench equal to the depth of the trench.
 - b) When vertical loads imposed on cross braces exceed a 240-pound gravity load distributed on a one-foot section of the center of the crossbrace.
 - c) When surcharge loads are present from equipment weighing in excess of 20,000 pounds.
 - d) When only the lower portion of a trench is shored and the remaining portion of the trench is sloped or benched unless: The sloped portion is sloped at an angle less steep than three horizontal to one vertical; or the members are selected from the tables for use at a depth which is determined from the top of the overall trench, and not from the toe of the sloped portion.
- e. Use of Tables.

The members of the shoring system that are to be selected using this information are the cross braces, the uprights, and the wales, where wales are required. Minimum sizes of members are specified for use in different types of soil. There are six tables of information, two for each soil type. The soil type must first be determined in accordance with the soil classification system described in appendix A to subpart P of part 1926. Using the appropriate table, the selection of the size and spacing of the members is then made. The selection is based on the depth and width of the trench where the members are to be installed and, in most instances, the selection is also based on the horizontal spacing of the crossbraces. Instances where a choice of horizontal spacing of cross bracing is available, the horizontal spacing of the crossbraces must be chosen by the user before the size of any member can be determined. When the soil type, the width and depth of the trench, and the horizontal spacing of the crossbraces are known, the size and vertical spacing of the crossbraces are known, the size and vertical spacing of the crossbraces, the size and vertical spacing of the wales, and the size and horizontal spacing of the uprights can be read from the appropriate table.

- f. Examples to Illustrate the Use of Tables C-1.1 through C-1.3.

1 Example 1.

A trench dug in Type A soil is 13 feet deep and five feet. From Table C-1.1, for acceptable arrangements of timber can be used.

Arrangement #1

Space 4X4 crossbraces at six feet horizontally and four feet vertically.
Wales are not required. Space 3x8 uprights at six feet horizontally.
This arrangement is commonly called “skip shoring.”

Arrangement #2

Space 4X6 crossbraces at eight feet horizontally and four feet vertically.
Space 8X8 wales at four feet vertically. Space 2x6 uprights at four feet horizontally.

Arrangement #3

Space 6X6 crossbraces at 10 feet horizontally and four feet vertically.
Space 8X10 wales at four feet vertically. Space 2x6 uprights at five feet horizontally.

Arrangement #4

Space 6X6 crossbraces at 12 feet horizontally and four feet vertically.
Space 10X10 wales at four feet vertically. Space 3x8 uprights at six feet horizontally.

2 Example 2.

A trench dug in Type B soil is 13 feet deep and five feet wide. From Table C-1.2 three acceptable arrangements of members are listed.

Arrangement #1

Space 6X6 crossbraces at six feet horizontally and five feet vertically.
Space 8X8 wales at five feet vertically. Space 2X6 uprights at two feet horizontally.

Arrangement #2

Space 6X8 crossbraces at eight feet horizontally and five feet vertically.
Space 10X10 wales at five feet vertically. Space 2X6 uprights at two feet horizontally.

Arrangement #3

Space 8X8 crossbraces at 10 feet horizontally and five feet vertically.
Space 10X12 wales at five feet vertically. Space 2X6 uprights at two feet vertically.

3 Example 3.

A trench dug in Type C soil is 13 feet deep and five feet wide. From Table C-1.3 two

acceptable arrangements of members can be used.

Arrangement #1

Space 8X8 crossbraces at six feet horizontally and five feet vertically.
Space 10X12 wales at five feet vertically. Position 2X6 uprights as closely together as possible. If water must be retained use special tongue and groove uprights to form tight sheeting.

Arrangement #2

Space 8X10 crossbraces at eight feet horizontally and five feet vertically. Space 12X12 wales at five feet vertically. Position 2x6 uprights in a close sheeting configuration unless water pressure must be resisted. Tight sheeting must be used where water must be retained.

4 Example 4.

A trench dug in Type C soil is 20 feet deep and 11 feet wide. The size and spacing of members for the section of trench that is over 15 feet in depth is determined using Table C-1.3. Only one arrangement of members is provided.

Space 8X10 crossbraces at six feet horizontally and five feet vertically.
Space 12X12 wales at five feet vertically. Use 3X6 tight sheeting. Use of Tables C-2.1 through C-2.3 would follow the same procedures.

g. Notes for all Tables.

- 1 Member sizes at spacings other than indicated are to be determined as specified in 1926.652(c), "Design of Protective Systems."
- 2 When conditions are saturated or submerged use Tight Sheeting. Tight Sheeting refers to the use of specially-edged timber planks (e.g., tongue and groove) at least three inches thick, steel sheet piling, or similar construction that when driven or placed in position provide a tight wall to resist the lateral pressure of water and to prevent the loss of backfill material. Close Sheeting refers to the placement of planks side-by-side allowing as little space as possible between them.
- 3 All spacing indicated is measured center to center.
- 4 Wales to be installed with greater dimension horizontal.
- 5 If the vertical distance from the center of the lowest crossbrace to the bottom of the trench exceeds two and one-half feet, uprights shall be firmly embedded or a mudsill shall be used. Where uprights are embedded, the vertical distance from the center of the lowest crossbrace to the bottom of the trench shall not exceed 36 inches. When mudsills are used, the vertical distance shall not exceed 42 inches. Mudsills are wales that are installed at the tow of the trench side.
- 6 Trench jacks may be used in lieu of or in combination with timber crossbraces.

- 7 Placement of crossbraces. When the vertical spacing of crossbraces is four feet, place the top crossbrace no more than two feet below the top of the trench. When the vertical spacing of crossbraces is five feet, place the top crossbrace no more than 2.5 feet below the top of the trench.

TABLE C-1.1

Timber Trench Shoring -- Minimum Requirements *
Soil Type A Pa = 25 X H + 72 psf (2 ft Surcharge)

Depth of Trench (feet)	Size (Actual) and Spacing of Members **													
	Cross Braces							Wales		Uprights				
	Horizontal Spacing (ft)	Width of Trench (feet)					Vertical Spacing (ft)	Size (in)	Vertical Spacing (ft.)	Max. Allow. Horiz. Spacing (ft.)				
		Up to 4	Up to 6	Up to 9	Up to 12	Up to 15				Close	4	5	6	8
5 to 10	Up to 6	4x4	4x4	4x6	6x6	6x6	4	Not Required	-----				2x6	
	Up to 8	4x4	4x4	4x6	6x6	6x6	4	Not Required	-----					2x8
	Up to 10	4x6	4x6	4x6	6x6	6x6	4	8x8	4			2x6		
	Up to 12	4x6	4x6	6x6	6x6	6x6	4	8x8	4				2x6	
10 to 15	Up to 6	4x4	4x4	4x6	6x6	6x6	4	Not Required	-----				3x8	
	Up to 8	4x6	4x6	6x6	6x6	6x6	4	8x8	4		2x6			
	Up to 10	6x6	6x6	6x6	6x8	6x8	4	8x10	4			2x6		
	Up to 12	6x6	6x6	6x6	6x8	6x8	4	10x10	4				3x8	
15 to 20	Up to 6	6x6	6x6	6x6	6x8	6x8		6x8	4	3x6				
	Up to 8	6x6	6x6	6x6	6x8	6x8	4	8x8	4	3x6				
	Up to 10	8x8	8x8	8x8	8x8	8x10	4	8x10	4	3x6				
	Up to 12	8x8	8x8	8x8	8x8	8x10	4	8x10	4	3x6				
Over 20	See Note 1													

* Mixed oak or equivalent with a bending strength not less than 850 psi.

** Manufactured members of equivalent strength may be substituted for wood.

TABLE C-1.2

Timber Trench Shoring -- Minimum Requirements *
 Soil Type B Pa = 45 X H + 72 psf (2 ft Surcharge)

Depth of Trench (feet)	Size (Actual) and Spacing of Members **													
	Cross Braces						Wales			Uprights				
	Horizontal Spacing (ft)	Width of Trench (feet)					Vertical Spacing (ft)	Size (in)	Vertical Spacing (ft.)	Max. Allow. Horiz. Spacing (ft.)				
		Up to 4	Up to 6	Up to 9	Up to 12	Up to 15				Close	4	5	6	8
5 to 10	Up to 6	4x6	4x4	4x6	6x6	6x6	4	Not Required	----				2x6	
	Up to 8	4x4	4x4	4x6	6x6	6x6	4	Not Required	----					2x8
	Up to 10	4x6	4x6	4x6	6x6	6x6	4	8x8	4			2x6		
	Up to 12	4x6	4x6	6x6	6x6	6x6	4	8x8	4				2x6	
10 to 15	Up to 6	4x4	4x4	4x6	6x6	6x6	4	Not Required	----				3x8	
	Up to 8	4x6	4x6	6x6	6x6	6x6	4	8x8	4		2x6			
	Up to 10	6x6	6x6	6x6	6x8	6x8	4	8x10	4			2x6		
	Up to 12	6x6	6x6	6x6	6x8	6x8	4	10x10	4				3x8	
15 to 20	Up to 6	6x6	6x6	6x6	6x8	6x8		6x8	4	3x6				
	Up to 8	6x6	6x6	6x6	6x8	6x8	4	8x8	4	3x6				
	Up to 10	8x8	8x8	8x8	8x8	8x10	4	8x10	4	3x6				
	Up to 12	8x8	8x8	8x8	8x8	8x10	4	8x10	4	3x6				
Over 20	See Note 1													

TABLE C-1.3

Timber Trench Shoring -- Minimum Requirements *

Soil Type C Pa = 80 X H + 72 psf (2 ft Surcharge)

Depth of Trench (feet)	Size (Actual) and Spacing of Members **													
	Cross Braces							Wales		Uprights				
	Horizontal Spacing (ft)	Width of Trench (feet)					Vertical Spacing (ft)	Size (in)	Vertical Spacing (ft.)	Max. Allow. Horizontal. Spacing (ft.)				
		Up to 4	Up to 6	Up to 9	Up to 12	Up to 15				Close				
5 to 10	Up to 6	6x8	6x8	6x8	8x8	8x8	5	8x10	5	2x6				
	Up to 8	8x8	8x8	8x8	8x8	8x10	5	10x12	5	2x6				
	Up to 10	8x10	8x10	8x10	8x10	10x10	5	12x12	5	2x6				
	See Note 1													
10 to 15	Up to 6	8x8	8x8	8x8	8x8	8x10	5	10x12	5	2x6				
	Up to 8	8x10	8x10	8x10	8x10	10x10	5	12x12	5	2x6				
	See Note 1													
	See Note 1													
15 to 20	Up to 6	8x10	8x10	8x10	8x10	10x10	5	12x12	5	3x6				
	See Note 1													
	See Note 1													
	See Note 1													
Over 20	See Note 1													

* Mixed oak or equivalent with a bending strength not less than 850 psi.

** Manufactured members of equivalent strength may be substituted for wood.

TABLE C-2.1														
Timber Trench Shoring -- Minimum Requirements *														
Soil Type A $P_a = 25 X H + 72$ psf (2 ft Surcharge)														
Depth of Trench (feet)	Size (Actual) and Spacing of Members **													
	Cross Braces							Wales		Uprights				
	Horizontal Spacing (ft)	Width of Trench (feet)					Vertical Spacing (ft)	Size (in)	Vertical Spacing (ft.)	Max. Allow. Horiz. Spacing (ft.)				
		Up to 4	Up to 6	Up to 9	Up to 12	Up to 15				Close	4	5	6	8
5 to 10	Up to 6	4x4	4x4	4x4	4x4	4x6	4	Not Required	Not Required				4x6	
	Up to 8	4x4	4x4	4x4	4x6	4x6	4	Not Required	Not Required					4x8
	Up to 10	4x6	4x6	4x6	6x6	6x6	4	8x8	4			4x6		
	Up to 12	4x6	4x6	4x6	6x6	6x6	4	8x8	4				4x6	
10 to 15	Up to 6	4x4	4x4	4x4	6x6	6x6	4	Not Required	Not Required				4x10	
	Up to 8	4x6	4x6	4x6	6x6	6x6	4	6x8	4		4x6			
	Up to 10	6x6	6x6	6x6	6x6	6x6	4	8x8	4			4x8		
	Up to 12	6x6	6x6	6x6	6x6	6x6	4	8x10	4		4x6		4x10	
15 to 20	Up to 6	6x6	6x6	6x6	6x6	6x6	4	6x8	4	3x6				
	Up to 8	6x6	6x6	6x6	6x8	6x8	4	8x8	4	3x6	4x12			
	Up to 10	6x6	6x6	6x6	6x6	6x8	4	8x10	4	3x6				
	Up to 12	6x6	6x6	6x6	6x8	6x8	4	8x12	4	3x6	4x12			
Over 20	See Note 1													

* Douglas fir or equivalent with a bending strength not less than 1500 psi.

** Manufactured members of equivalent strength may be substituted for wood.

TABLE C-2.2														
Timber Trench Shoring -- Minimum Requirements *														
Soil Type B Pa = 45 X H + 72 psf (2 ft Surcharge)														
Depth of Trench (feet)	Size (Actual) and Spacing of Members **													
	Cross Braces							Wales		Uprights				
	Horizontal Spacing (ft)	Width of Trench (feet)					Vertical Spacing (ft)	Size (in)	Vertical Spacing (ft)	Max. Allow. Horiz. Spacing (ft.)				
		Up to 4	Up to 6	Up to 9	Up to 12	Up to 15				Close	2	3	4	6
5 to 10	Up to 6	4x6	4x6	4x6	6x6	6x6	5	6x8	5			3x12 4x8		4x12
	Up to 8	4x6	4x6	6x6	6x6	6x6	5	8x8	5		3x8		4x8	
	Up to 10	4x6	4x6	6x6	6x6	6x8	5	8x10	5			4x8		
	See Note 1													
10 to 15	Up to 6	6x6	6x6	6x6	6x8	6x8	5	8x8	5	3x6	4x10			
	Up to 8	6x8	6x8	6x8	8x8	8x8	5	10x10	5	3x6	4x10			
	Up to 10	6x8	6x8	8x8	8x8	8x8	5	10x12	5	3x6	4x10			
	See Note 1													
15 to 20	Up to 6	6x8	6x8	6x8	6x8	8x8	5	8x10	5	4x6				
	Up to 8	6x8	6x8	6x8	8x8	8x8	5	10x12	5	4x6				
	Up to 10	8x8	8x8	8x8	8x8	8x8	5	12x12	5	4x6				
	See Note 1													
Over 20	See Note 1													

* Douglas fir or equivalent with a bending strength not less than 1500 psi.

** Manufactured members of equivalent strength may be substituted for wood.

TABLE C-2.3														
Timber Trench Shoring -- Minimum Requirements *														
Soil Type C Pa = 80 X H + 72 psf (2 ft Surcharge)														
Depth of Trench (feet)	Size (Actual) and Spacing of Members **													
	Horizontal Spacing (ft)	Cross Braces					Vertical Spacing (ft)	Wales		Vertical Spacing (ft.)	Uprights			
		Width of Trench (feet)						Size (in)	Max. Allow. Horiz. Spacing (ft.)					
		Up to 4	Up to 6	Up to 9	Up to 12	Up to 15					Close			
5 to 10	Up to 6	6x6	6x6	6x6	6x6	8x8	5	8x10	5	3x6				
	Up to 8	6x6	6x6	6x6	8x8	8x8	5	10x10	5	3x6				
	Up to 10	6x6	6x6	8x8	8x8	8x8	5	10x12	5	3x6				
	See Note 1													
10 to 15	Up to 6	6x8	6x8	6x8	8x8	8x8	5	10x12	5	4x6				
	Up to 8	8x8	8x8	8x8	8x8	8x8	5	12x12	5	4x6				
	See Note 1													
	See Note 1													
15 to 20	Up to 6	8x8	8x8	8x8	8x10	8x10	5	10x12	5	4x6				
	See Note 1													
	See Note 1													
	See Note 1													
Over 20	See Note 1													

* Douglas fir or equivalent with a bending strength not less than 1550 psi.

** Manufactured members of equivalent strength may be substituted for wood.

Standard Number: 1926 Subpart P App D

Standard Title: Aluminum Hydraulic Shoring for Trenches

Subpart Number: P

Subpart Title: Excavations

- a. Scope. This appendix contains information that can be used when aluminum hydraulic shoring is provided as a method of protection against cave-ins in trenches that do not exceed 20 feet (6.1m) in depth. This appendix must be used when design of the aluminum hydraulic protective system cannot be performed in accordance with 1926.652(c) (2).
- b. Soil Classification. In order to use data presented in this appendix, the soil type or types in which the excavation is made must first be determined using the soil classification method set forth in appendix A of subpart P of part 1926.
- c. Presentation of Information. Information is presented in several forms as follows:
 - 1 Information is presented in tabular form in Tables D-1.1, D-1.2, D-1.3 and D-1.4. Each table presents the maximum vertical and horizontal spacing that may be used with various aluminum member sizes and various hydraulic cylinder sizes. Each table contains data only for the particular soil type in which the excavation or portion of the excavation is made. Tables D-1.1 and D-1.2 are for vertical shores in Types A and B soil. Tables D-1.3 and D-1.4 are for horizontal waler systems in Types B and C soil.
 - 2 Information concerning the basis of the tabular data and the limitations of the data is presented in paragraph (d) of this appendix.
 - 3 Information explaining the use of the tabular data is presented in paragraph (e) of this appendix.
 - 4 Information illustrating the use of the tabular data is presented in paragraph (f) of this appendix.
 - 5 Miscellaneous notations (Footnotes) regarding Table D-1.1 through D-1.4 are presented in paragraph (g) of this appendix.
 - 6 Figures, illustrating typical installations of hydraulic shoring, are included just prior to the Tables. The illustrations page is entitled "Aluminum Hydraulic Shoring: Typical Installations."
- d. Basis and limitations of the data.
 - 1 Vertical shore rails and horizontal wales are those that meet the Section Modulus requirements in the D-1 Tables. Aluminum material is 6061-T6 or material of equivalent strength and properties.
 - 2 Hydraulic cylinders specifications.
 - i. 2-inch cylinders shall be a minimum 2-inch inside diameter with a minimum safe working capacity of no less than 18,000 pounds axial compressive load at maximum extension. Maximum extension is to include full range of cylinder extensions as recommended by product manufacturer.

- ii. 3-inch cylinders shall be a minimum 3-inch inside diameter with a safe working capacity of not less than 30,000 pounds axial compressive load at extensions as recommended by product manufacturer.

3 Limitation of application.

- i. It is not intended that the aluminum hydraulic specification apply to every situation that may be experienced in the field. These data were developed to apply to the situations that are most commonly experienced in current trenching practice. Shoring systems for use in situations that are not covered by the data in this appendix must be otherwise designed as specified in 1926.652(c).
- ii. When any of the following conditions are present, the members specified in the Tables are not considered adequate. In this case, an alternative aluminum hydraulic shoring system or other type of protective system must be designed in accordance with 1926.652.
 - (A) When vertical loads imposed on cross braces exceed a 100 Pound gravity load distributed on a one foot section of the center of the hydraulic cylinder.
 - (B) When surcharge loads are present from equipment weighing in excess of 20,000 pounds.
 - (C) When only the lower portion of a trench is shored and the remaining portion of the trench is sloped or benched unless: The sloped portion is sloped at an angle less steep than three horizontal to one vertical; or the members are selected from the tables for use at a depth which is determined from the top of the overall trench, and not from the toe of the sloped portion.
- e. Use of Tables D-1.1, D-1.2, D-1.3 and D-1.4. The members of the shoring system that are to be selected using this information are the hydraulic cylinders, and either the vertical shores or the horizontal wales. When a waler system is used the vertical timber sheeting to be used is also selected from these tables. The Tables D-1.1 and D-1.2 for vertical shores are used in Type A and B soils that do not require sheeting. Type B soils that may require sheeting, and Type C soils that always require sheeting, are found in the horizontal wale Tables D-1.3 and D-1.4. The soil type must first be determined in accordance with the soil classification system described in appendix A to subpart P of part 1926. Using the appropriate table, the selection of the size and spacing of the members is made. The selection is based on the depth and width of the trench where the members are to be installed. In these tables the vertical spacing is held constant at four feet on center. The tables show the maximum horizontal spacing of cylinders allowed for each size of wale in the waler system tables, and in the vertical shore tables, the hydraulic cylinder horizontal spacing is the same as the vertical shore spacing.
- f. Example to Illustrate the Use of the Tables:
 - 1 Example 1:

A trench dug in Type A soil is 6 feet deep and 3 feet wide. From Table D-1.1: Find vertical shores and 2 inch diameter cylinders spaced 8 feet on center (o.c.) horizontally and 4 feet on center (o.c.) vertically. (See Figures 1 & 3 for typical installations.)

2 Example 2:

A trench is dug in Type B soil that does not require sheeting, 13 feet deep and 5 feet wide. From Table D-1.2: Find vertical shores and 2 inch diameter cylinders spaced 6.5 feet o.c. horizontally and 4 feet o.c. vertically. (See Figures 1 & 3 for typical installations.)

3 Example 3:

A trench is dug in Type B soil that does not require sheeting, but does experience some minor raveling of the trench face. The trench is 16 feet deep and 9 feet wide. From Table D-1.2: Find vertical shores and 2 inch diameter cylinder (with special oversleeves as designated by Footnote #2) spaced 5.5 feet o.c. horizontally and 4 feet o.c. vertically. Plywood (per Footnote (g) (7) to the D-1 Table) should be used behind the shores. (See Figures 2 & 3 for typical

4 Example 4:

A trench is dug in previously disturbed Type B soil, with characteristics of a Type C soil, and will require sheeting. The trench is 18 feet deep, and 12 feet wide 8 foot horizontal spacing between cylinders is desired for working space. From Table D-1.3: Find horizontal wale with a section modulus of 14.0 spaced at 4 feet o.c. vertically and 3 inch diameter cylinder spaced at 9 feet maximum o.c. horizontally, 3 x 12 timber sheeting is required at close spacing vertically. (See Figure 4 for typical installation.)

5 Example 5

A trench is dug in Type C soil, 9 feet deep and 4 feet wide. Horizontal cylinder spacing in excess of 6 feet is desired for working space. From Table D-1.4: Find horizontal wale with a section modulus of 7.0 and 2 inch diameter cylinders spaced at 6.5 feet o.c. horizontally. Or, find horizontal wale with a 14.0 section modulus and 3 inch diameter cylinder spaced at 10 feet o.c. horizontally. Both wales are spaced 4 feet o.c. vertically, 3 x 12 timber sheeting is required at close spacing vertically. (See Figure 4 for typical installation.)

g. Footnotes, and general notes, for Tables D-1.1, D-1.2, D-1.3, and D-1.4.

- 1 For applications other than those listed in the tables, refer to 1926.652(c)(2) for use of manufacturer's tabulated data. For trench depths in excess of 20 feet, refer to 1926.652(c) (2) and 1926.652(c) (3).
- 2 2 inch diameter cylinders, at this width, shall have structural steel tube (3.5 x 3.5 x 0.1875) oversleeves, or structural oversleeves of manufacturer's specification, extending the full, collapsed length.
- 3 Hydraulic cylinders capacities
 - i. 2-inch cylinders shall be a minimum 2-inch inside diameter with a safe working capacity of not less than 18,000 pounds axial compressive load at maximum extension. Maximum extension is to include full range of cylinder extensions as

- recommended by product manufacturer.
- ii. 3-inch cylinders shall be a minimum 3-inch inside diameter with a safe work capacity of not less than 30,000 pounds axial compressive load at maximum extension. Maximum extension is to include full range of cylinder extensions as recommended by product manufacturer.
- 4 All spacing indicated is measured center to center.
 - 5 Vertical shoring rails shall have a minimum section modulus of 0.40 inch.
 - 6 When vertical shores are used, there must be a minimum of three shores spaced equally, horizontally, in a group.
 - 7 Plywood shall be 1.125 inch thick softwood or 0.75 inch thick, 14 ply arctic white birch (Finland form). Please note that plywood is not intended as a structural member, but only for prevention of local raveling (sloughing of the trench face) between shores.
 - 8 See appendix C for timber specifications.
 - 9 Wales are calculated for simple span conditions.
 - 10 See appendix D, item (d), for basis and limitations of the data.

ALUMINUM HYDRAULIC SHORING

TYPICAL INSTALLATIONS

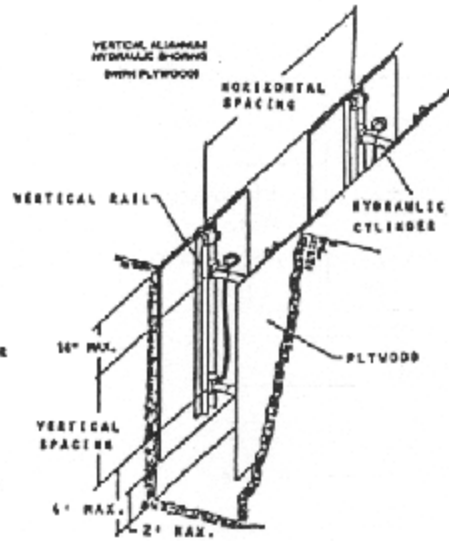
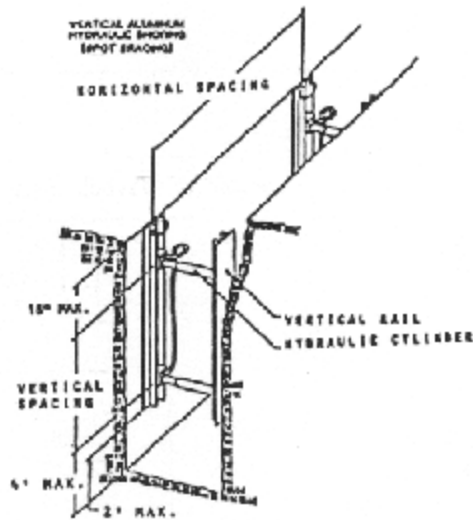


Figure No. 1 - Vertical aluminum hydraulic shoring (spot bracing)

Figure No. 2 - Vertical aluminum hydraulic shoring (with plywood)

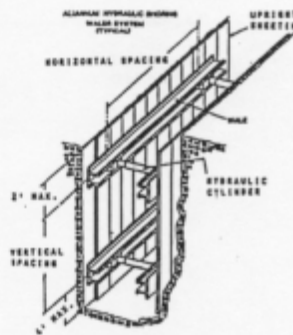
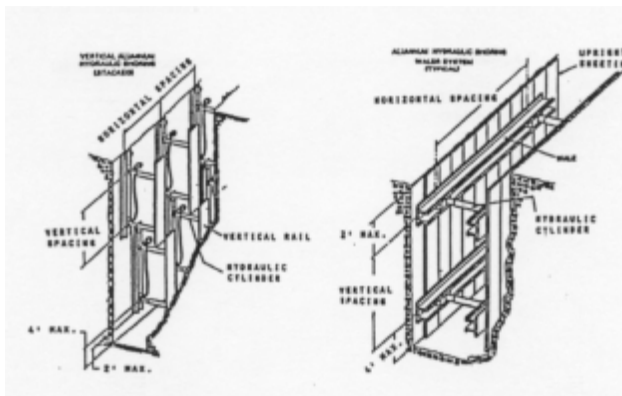


Figure No. 3 - Vertical aluminum hydraulic shoring (stacked)

Figure No. 4 - Aluminum hydraulic shoring - Waler System (typical)

Table D-1.1
Aluminum Hydraulic Shoring
Vertical Shores
For Soil Type A

Depth of Trench (Feet)	Hydraulic Cylinders				
	Maximum Horizontal Spacing (Feet)	Maximum Vertical Spacing (Feet)	Width of Trench (Feet)		
			Up to 8	Over 8 Up to 12	Over 12 up to 15
Over 5 Up to10	8	4	2 inch diameter	2 inch diameter Note (2)	2 inch diameter
Over 10 Up to 15	8				
Over 15 Up to 20	7				
Over 20	Note (1)				

Footnote to table and general notes on hydraulic shoring are found in Appendix D, Item (g)

Note (1): See Appendix D, Item (g) (1)

Note (2): See Appendix D; Item (g) (2)

Table D-1.2
Aluminum Hydraulic Shoring
Vertical Shores
For Soil Type B

Depth of Trench (Feet)	Hydraulic Cylinders				
	Maximum Horizontal Spacing (Feet)	Maximum Vertical Spacing (Feet)	Width of Trench (Feet)		
			Up to 8	Over 8 up to 12	Over 12 up to 15
Over 5 Up to 10	8	4	2 inch diameter	2 inch diameter Note (2)	2 inch diameter
Over 10 Up to 15	6.5				
Over 15 Up to 20	5.5				
Over 20	Note (1)				

Footnote to table and general notes on hydraulic shoring are found in Appendix D, Item (g)

Note (1): See Appendix D; Item (g) (1)

Note (2): See Appendix D; Item (g) (2)

Table D-1.3
Aluminum Hydraulic Shoring
Waler Systems
For Soil Type B

Depth of Trench (Feet)	Wales		Hydraulic Cylinders						Timber Uprights		
	Vertical Spacing (Feet)	Section Modulus (in ³)	Width of Trench (Feet)						Max. Horizontal Spacing (On Center)		
			Up to 8		Over 8 Up to 12		Over 12 Up to 15		Solid Sheet	2 Ft	3 Ft
			Horiz. Spacing	Cylidr. Dia.	Horiz. Spacing.	Cylidr. Dia.	Horiz. Spacing.	Cylidr. Dia.			
Over 5 Up To 10	4	3.5	8.0	2 in.	8.0	2 in. Note 2	8.0	3 in.	—	—	3x 12
		7	9.0	2 in.	9.0	2 in. Note 2	9.0	3 in.			
		14	12.0	3 in.	12.0	3 in.	12.0	3 in.			
Over 10 Up To 15	4	3.5	6.0	2 in.	6.0	2 in. Note 2	6.0	3 in.	—	3x 12	—
		7	8.0	3 in.	8.0	3 in.	8.0	3 in.			
		14	10.0	3 in.	10.0	3 in.	10.0	3 in.			
Over 15 Up to 20	4	3.5	5.5	2 in.	5.5	2 in. Note 2	5.5	3 in.	3x 12	—	—
		7	6.0	3 in.	6.0	3 in.	6.0	3 in.			
		14	9.0	3 in.	9.0	3 in.	9.0	3 in.			
Over 20	Note (1)										

Footnote to tables and general notes on hydraulic shoring are found in Appendix D, Item (g)

Note (1): See Appendix D; Item (g) (1)

Note (2): See Appendix D; Item (g) (2)

* Consult product manufacturer and/or qualified engineer for Section Modulus of available wales.

Table D-1.4
Aluminum Hydraulic Shoring
Waler Systems
For Soil Type C

Depth of Trench (Feet)	Wales		Hydraulic Cylinders						Timber Uprights		
	Vertical Spacing (Feet)	Section Modulus (in ³)	Width of Trench (Feet)						Max. Horizontal Spacing (On Center)		
			Up to 8		Over 8 Up to 12		Over 12 Up to 15		Solid Sheet	2 Ft	3 Ft
			Horiz. Spacing.	Cylldr. Dia.	Horiz. Spacing.	Cylldr. Dia.	Horiz. Spacing.	Cylldr. Dia.			
Over 5 Up To 10	4	3.5	6.0	2 in.	6.0	2 in. Note 2	6.0	3 in.	3 x 12	—	—
		7	6.5	2 in.	6.5	2 in. Note 2	6.5	3 in.			
		14	10.0	3 in.	10.0	3 in.	10.0	3 in.			
Over 10 Up To 15	4	3.5	4.0	2 in.	4.0	2 in. Note 2	4.0	3 in.	3 x 12	—	—
		7	5.5	3 in.	5.5	3 in.	5.5	3 in.			
		14	8.0	3 in.	8.0	3 in.	8.0	3 in.			
Over 15 Up to 20	4	3.5	3.5	2 in.	3.5	2 in. Note 2	3.5	3 in.	3 x 12	—	—
		7	5.0	3 in.	5.0	3 in.	5.0	3 in.			
		14	6.0	3 in.	6.0	3 in.	6.0	3 in.			
Over 20	Note (1)										

Footnote to tables and general notes on hydraulic shoring are found in Appendix D, Item (g)

Note (1): See Appendix D; Item (g) (1)

Note (2): See Appendix D; Item (g) (2)

* Consult product manufacturer and/or qualified engineer for Section Modulus of available wales.

**Appendix E to 1926 Subpart P -
Alternatives to Timber Shoring**

Figure 1 - Aluminum Hydraulic Shoring

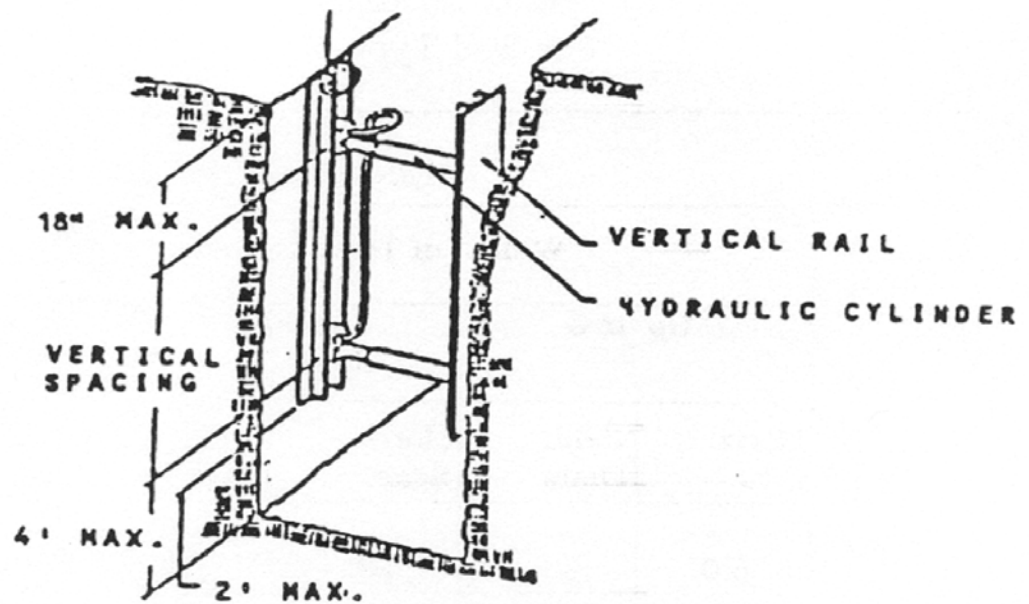


Figure 2: Pneumatic/hydraulic Shoring

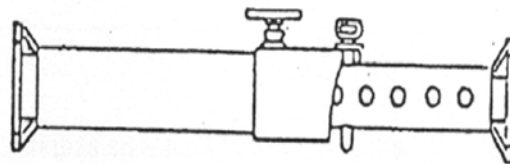


Figure 3. Trench Jacks (Screw Jacks)

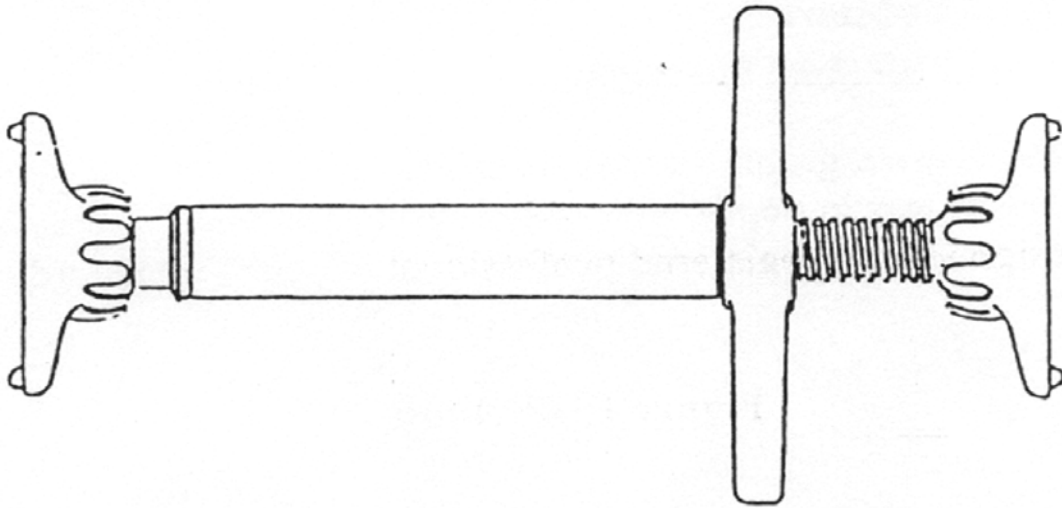
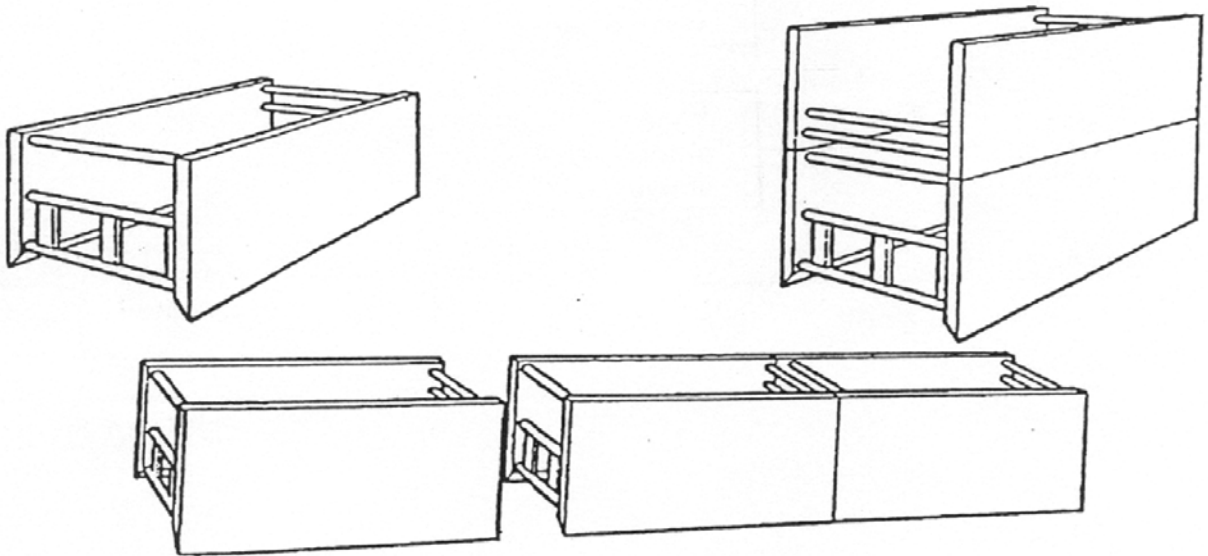


Figure 4. Trench Shields



Appendix F to 1926 Subpart P

Selection of Protective Systems

The following figures are a graphic summary of the requirements contained in subpart P for excavations 20 feet or less in depth. Protective systems for use in excavations more than 20 feet in depth must be designed by a registered professional engineer in accordance with 1926.652(b) and (c).

Figure 1 - Preliminary Decisions

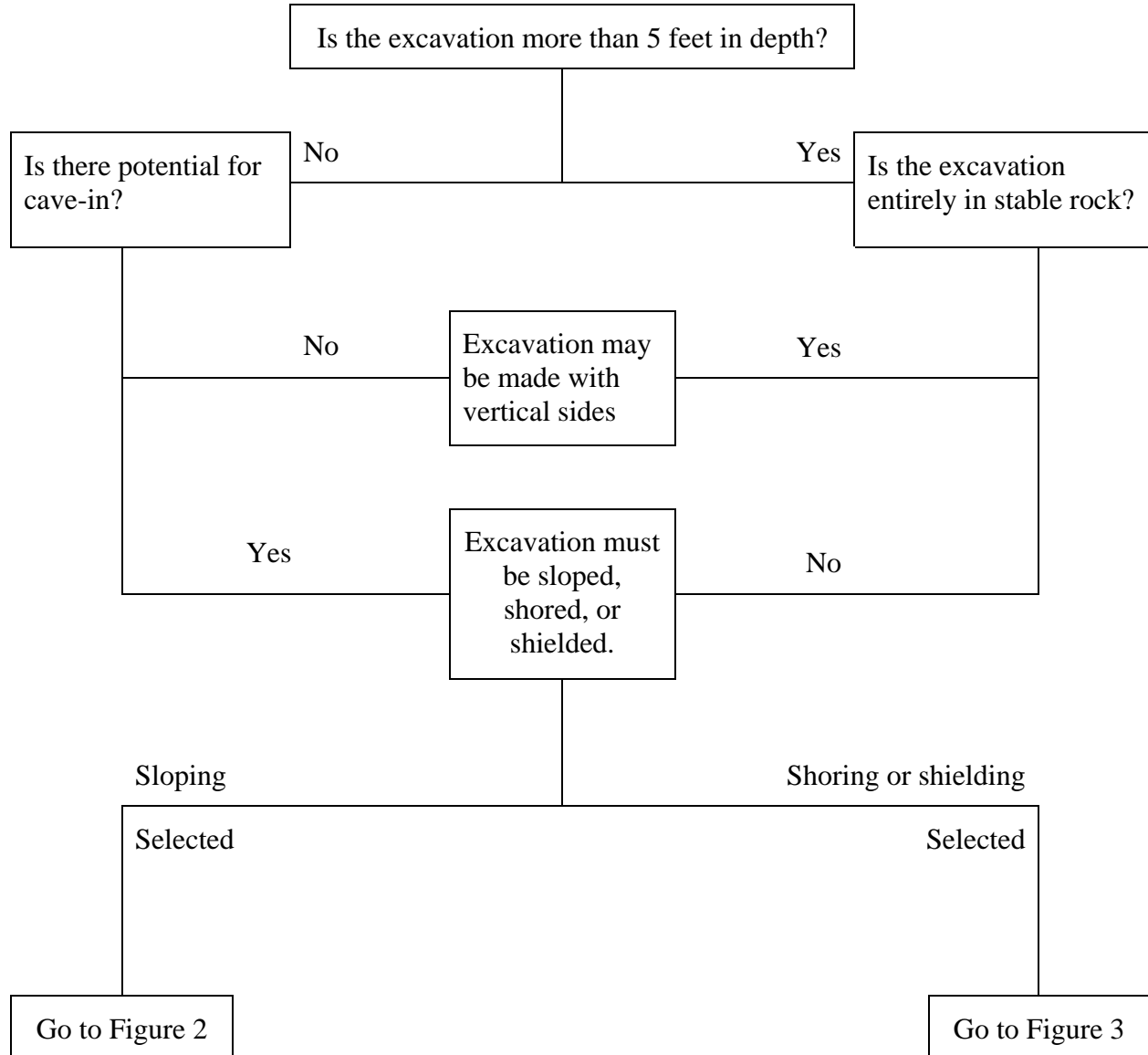


Figure 2 - Sloping Options

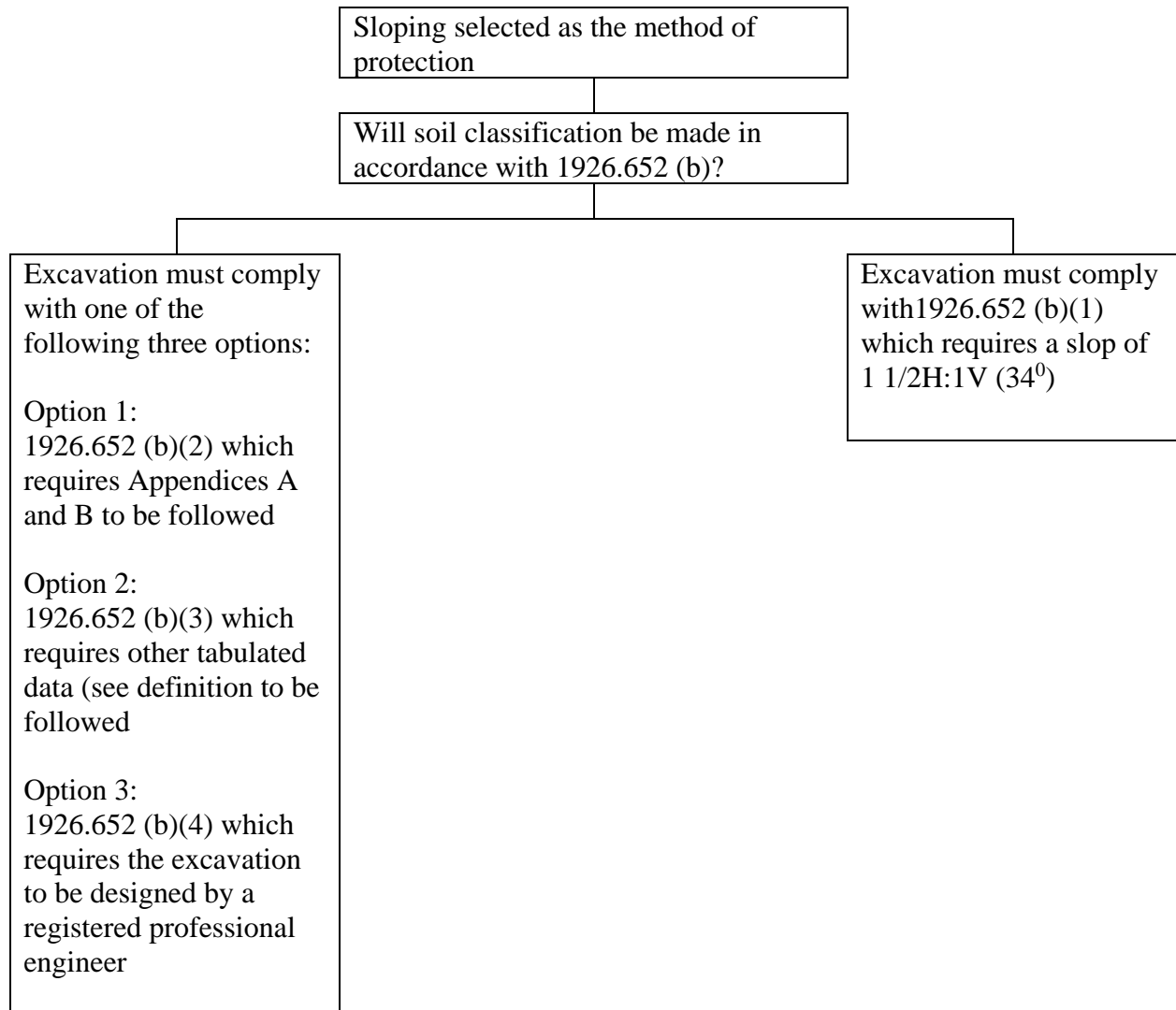
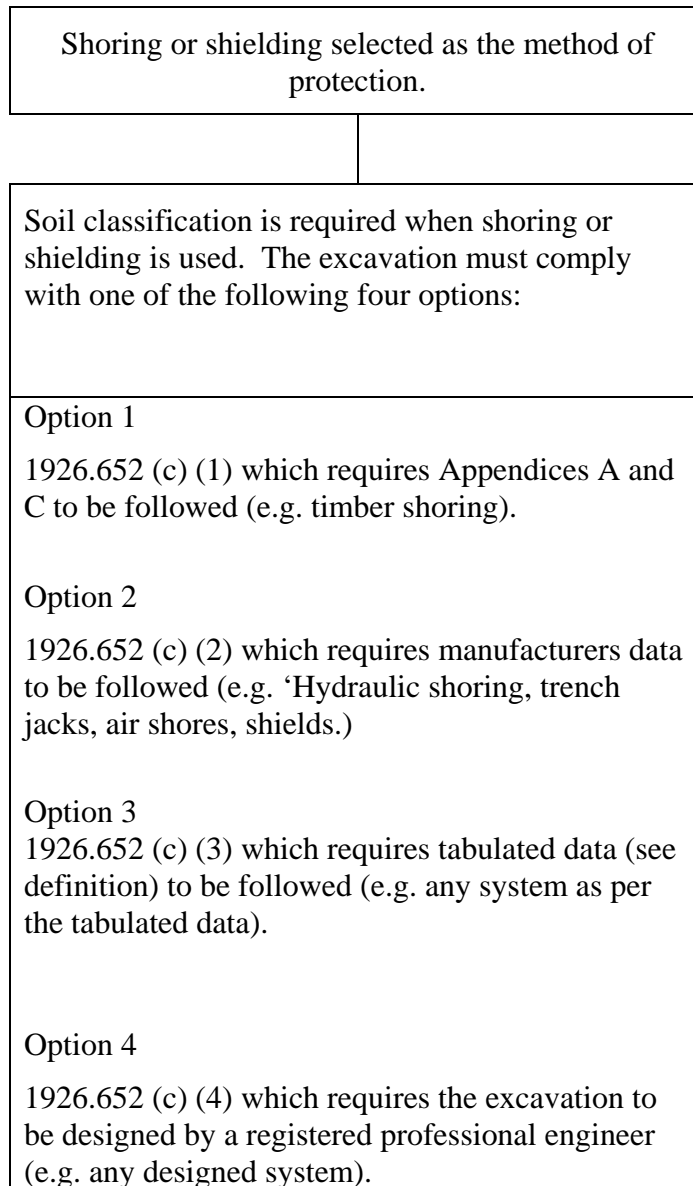


Figure 3 - Shoring and Shielding Options



SECTION N

SPECIAL CONDITIONS

201 SCOPE OF WORK

Under this Contract, the Contractor shall furnish all labor, materials and equipment necessary to reconstruct sidewalks and install curbs along Main Street. The project is located on the east and west sides of Main Street, between Cedar and Chestnut Streets in the Village of Dobbs Ferry. Other related work shall include demolition, traffic protection, tree removal, tree planting, and preparing, restoring and cleaning the project area, all in accordance with the plans and specifications, as directed by the Engineer.

202 TIME OF COMPLETION

The Contractor shall provide the required insurance and other documents as may be required to complete this agreement within ten (10) business days (in the State of New York) of notice of award.

Work shall proceed in the field within five (5) business days of the Contract signing or as agreed upon with the Village. Once work has started, it shall proceed continuously and diligently. All items of work for the project shall be completed within two hundred seventy (270) days of being awarded the contract.

203 LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this Contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the Owner the sum of three-hundred dollars (\$300.00) as fixed, agreed as liquidated damages for each calendar day of delay from the above stipulated completion, or as modified in accordance with the GENERAL CONDITIONS, until such work is satisfactorily completed and accepted.

204 COORDINATION WITH OTHER AGENCIES

Contractor shall allow Village personnel and any other agencies to carry out all work that is required to be completed simultaneously with his own work.

The Contractor is responsible to ensure that his work is coordinated with any outside agency for work that must be accomplished prior to installation of any final restoration. The Contractor will not be allowed to proceed until such coordination and work have been completed.

205 BACKFILL AND SETTLEMENT

The Contractor is hereby advised that he bears the sole responsibility for all backfilling work, and will be responsible for all settlement occurring within the project area resulting from the work of this project. He shall take whatever methods are necessary to assure that settlement does not occur beneath the finished work of the project and shall repair any and all work that is damaged by settlement.

206 RESTORATION (NYSDOT Spec. Sect. 107-08)

The Contractors attention is directed to Section 100 “General Provisions” of the NYSDOT Standard Specifications, including Section 107-08 “Protection and Restoration of Property and Landscape”. The Contractor shall be required to restore all disturbed areas due to project construction and shall provide all labor, materials and equipment required to satisfactorily replace items disturbed as detailed in the referenced specification. All features damaged or destroyed shall be repaired or restored with features equal to or better than the original ones. The Contractor shall make all reasonable attempts to satisfy the Owner but the Engineer shall be the judge as to the reasonableness of equivalency of repaired and restored features. The costs related to all restoration work should be included in other bid items of work for this project.

207 EXISTING UTILITY LINES AND VALVES

The Contractor shall be responsible for locating all existing water mains and valves, gas mains and valves, storm drain pipes and all private and public utility service laterals prior to beginning any construction work. The Contractor shall perform all work to comply with Code 53 in addition to its designation as Part 753. The Contractor shall also be responsible for all costs to repair damage to underground and overhead utility lines marked and unmarked.

208 PONDING AND REDIRECTION OF SURFACE RUNOFF

The Contractor shall prevent low spots where water can collect behind new pavement or curbs. The Contractor is responsible, at no cost to the Owner, to correct any deleterious water ponding areas. The Contractor shall also prevent possible redirection of water onto private property and shall take whatever corrective measures necessary to control surface runoff during construction as directed by the Engineer, at no cost to the Owner.

209 RESIDENTIAL, BUSINESS & PEDESTRIAN ACCESS

The Contractor shall maintain at all times egress and ingress to all residential and business locations. The Contractor shall provide such adequate and proper bridging over excavations as may be necessary to maintain normal residential and business operations. The Contractor shall ensure that during the course of his work that pedestrians and vehicles shall have full access to

entrances, walkways, driveways, and roadways within the project areas. Failure to provide proper access will result in a Contract payment deduction as determined by the Engineer.

Where excavations or other work occur on or near sidewalks or other pedestrian ways, the Contractor shall provide a safe and orderly pedestrian passage that complies with ADA standards around or through the work area. The Contractor shall submit a pedestrian-bicyclist detour plan to the Engineer for approval. The pedestrian passage shall not subject pedestrians to hazards from traffic or construction operations nor cause the pedestrians to walk upon unsuitable or hazardous surfaces. Construction materials, vehicles, equipment, debris, temporary sign supports, or other materials shall not be placed or stored on open sidewalks or walkways unless expressly shown in the Contract Documents or approved by the Engineer. Upon completion of the work at each location, the Contractor shall remove all remaining material and equipment and shall leave the affected area(s) in a neat condition.

210 PROGRESS SCHEDULE

The Contractor is advised that construction operations on this project are to be confined to as short a time period as possible. That is, once any work has begun in this area, the Contractor will be required to proceed diligently and continuously until all of the work in this area is completed. The Progress Schedule submitted by the Contractor under Article 109 of the GENERAL CONDITIONS shall indicate the Contractor's compliance with this requirement, and the Progress Schedule will not be approved unless such compliance is incorporated in the chronological order of the work. The progress schedule shall reflect a construction completion date and engineer's sign off.

211 TEMPORARY SANITARY FACILITIES

As outlined in the General Conditions of the Specifications under Article 126 - Sanitary Facilities, the Contractor shall furnish, install and maintain, for the duration of the project, temporary toilet facilities. Any costs involved for satisfying this requirement shall be included in other bid items of work. Prior to construction, the Contractor shall request approval from the Village Highway Superintendent for a safe and proper location to set up the facility for the duration of the project.

212 PERMITS

The Contractor is responsible for obtaining any required permit, permitting cost, or expenses associated with the project.

213 MATERIAL AVAILABILITY

The Contractor shall schedule construction work to coordinate with the availability of construction materials. The Contractor will not be permitted to begin certain phases of excavation work until

the materials required to complete the work are approved by the Engineer and are readily available for installation.

214 STORED MATERIALS

The Contractor shall not be paid for stored materials. The Contractor shall only be paid for material completely and properly installed and approved by the Engineer.

215 DISCREPANCY

Where there is a discrepancy in the plans and specifications, the contractor shall bid the item of higher cost.

216 CONTRACTOR STAGING AREA

The Contractor shall coordinate a staging area with the Village of Dobbs Ferry Commissioner of Public Works. Staging and material storage shall occur along Main Street. The Contractor shall not store more material than can be placed in one day. The Contractor's employees are permitted to park personal vehicles at the nearby Cedar Street Municipal Parking Lot.

217 CONSTRUCTION SEQUENCE

The Contractor shall sequence construction such that the entire project area is not disturbed and affected at once. The project area shall be divided up in to sections as agreed upon between the Contractor and the Engineer. The Contractor shall not proceed beyond a section until the area of active work is completed and accepted or otherwise granted by written permission form the Engineer.

218 WINTER SHUT-DOWN

Should the Contractor decide to halt Construction for an extended period of time due to seasonal conditions, the Engineer and Village shall be given a two-week notice. An equipment and material storage location shall be agreed upon with the Engineer and Village prior to shut-down. All ongoing work shall be completed to the greatest extent possible. The Contractor shall take the necessary measures to prepare the site so that it is left in a neat and orderly manner, interference with vehicular and pedestrian traffic is minimized, and all completed work is protected. Throughout the duration of the shut-down, the Contractor shall be responsible for inspecting the site regularly and for maintaining the site including any maintenance and protection of traffic (MPT) measures.

219 OMITTED

220 FIELD OFFICE

A designated space in Village Hall, located at 112 Main Street, adjacent to the project location, shall be used by the Engineer as a field office. There the Engineer shall store documents and hold meetings. The Village shall provide a desk, chair, computer, internet connection, electrical supply, and another other office and technological supply as may be necessary for the Engineer. The location of the space shall be reviewed at the pre-construction meeting.

221 RIGHT-OF WAY

All work to be performed under this contract will be within the public right-of-way (ROW) in accordance with Section 105-15 of the Standard Specifications. The Contractor is to assure himself that all work is being performed within the ROW, including but not limited to vehicle access; storage of equipment, materials, debris and waste; landscaping; vegetation removal and management; grading, seeding and the installation of turf; and the installation of any fences or protective barrier.

If the Contractor is unable to identify the limits of the ROW when the contract calls for work in those vicinities, the Contractor must contact the project Engineer for definitive boundary determinations before any work may be initiated at those locations (Standard Specifications Sections 105-10 and 625).

In accordance with Section 107-13 of the Standard Specifications, releases for any non-essential contract work outside of the existing ROW, including plantings, landscaping or driveway enhancement, will be provided by the project Engineer and in no instance are to be secured by the Contractor. The Contractor shall not invade upon private properties, lands or buildings outside of the ROW for any reason without first securing written permission from the property owner (Standard Specifications Sections 105-15, 107-13).

The Contractor will be held liable for any damages done. Any such injuries or damages shall be satisfactorily repaired or items replaced at the Contractor's expense (Standard Specifications Section 107-08 and 107-13).

At some locations the ROW is at the back of the existing sidewalk or very close to the back of the existing sidewalk. At these locations the existing sidewalk and curb ramp removal, and curb ramp installations may require non-traditional form work and/or pre-cast installation to ensure that all work is performed within ROW.

222 TEST PIT EXCAVATION (Item 206.05)

Test pits shall be approximately 5' wide, 5' deep, and 5' long. If significantly larger excavations are directed by the Engineer, the Contractor shall record the time and materials expended for the overage. The Contractor shall observe and implement applicable OSHA regulations when

conducting test pit excavations. Only test pits directed and approved by the Engineer shall be considered for payment. Any other test pits required by the Contractor to successfully complete the work shall be done at his own expense. Test pit excavations shall be performed and restored in accordance with all other NYSDOT item requirements.

223 PROTECTIVE SEALING OF STRUCTURAL CONCRETE (Item 559.16960025)

Wherever the Contractor exposes foundation concrete due to adjustments in sidewalk, he shall provide all the necessary labor, equipment, and materials to apply protective penetrative type protective sealers to the exposed concrete as shown of the drawings, specified in Item 559.16960025, and specified herein. Prior to purchasing or application, information on the sealer to be used shall be submitted to the Engineer for approval and shall be included on the NYSDOT approved list of materials. The sealer shall not damage or distort the color of the existing concrete. If the concrete is damaged or the color is distorted, the Contractor shall be responsible for making the necessary repairs at no additional cost to the Owner.

224 DOWNSPOUT SYSTEM (Item 576.2001)

The Contractor shall provide all the necessary labor, equipment, and materials to install downspout connections as shown of the drawings, specified in Item 576.2001, and specified herein. Item 576.2001 pertains specifically to bridge drainage, but is being modified herein to provide downspout connections from buildings to street gutters.

Polyvinyl chloride (PVC) schedule 35 pipe shall meet material requirements specified in Item 576.2001 and of the diameters shown on the drawings or to match existing. Prior to placing pipe and concrete, the Contractor shall review the pitch from the downspout to gutter to ensure positive drainage and adequate cover can be provided. Any perceived issues shall immediately be brought to the attention of the Engineer. Pipe shall be fully embedded within the concrete sidewalk with a minimum of one-half (1/2") inch cover on all sides. Pipe shall provide positive drainage to the curb. The pipe shall be flush with the face of the curb. Upon completion of installation, the pipe shall be cleaned of any debris and foreign material. Connection to existing pipe to remain shall be included in this item. The removal of existing downspout pipe for the installation of new pipe shall be include in Item 203.02 Unclassified Excavation and Disposal.

225 CONCRETE SIDEWALKS AND DRIVEWAYS (Item 608.0101)

Reinforcing materials shall be welded galvanized wire fabric conforming to ASTM A1060 "Zinc-Coated (Galvanized) Welded Wire Reinforcement, Plain and Deformed, for Concrete". Wire fabric shall be fully embedded within the concrete with adequate cover and no part of the fabric touching the subbase below. Plain, uncoated fabric or reinforcement ("black bar") shall not be used in the same concrete structure where galvanized fabric or reinforcement is used. Per Sect. 15.12.3, NYSDOT Bridge Manual, 2019: "When black bars are used in the same element with galvanized bars, the galvanized bar sacrifices itself to protect the black bar. This results in reduced service life."

The concrete shall consist of Low Carbon Concrete Class D with Portland cement, sand, crushed stone, water and admixture. All of the materials and concrete shall conform in every respect to the requirements set forth for "Rigid Pavement", Section 500 of the New York State Department of Transportation Specifications except that no gravel or slag will be used for coarse aggregate. A difference in the color of concrete used for a portion of the work shall be cause for the rejection of the sidewalk.

Low Carbon Concrete shall conform to New York State Department of Transportation (NYSDOT) Standard Specifications, latest edition, Section 501 "Portland Cement Concrete General" for Class A concrete with 15-20% ground granulated blast furnace slag (GGBFS). The GGBFS pozzolan content shall not exceed more than 20% of the cement content for Class D concrete. GGBFS shall not mixed with other pozzolans, such as fly ash. All Class D concrete with GGBFS shall be produced in a facility approved by NYSDOT. Testing results shall be submitted to the Engineer for review.

226 TREE AND STUMP REMOVAL (Item 614.06xx04) and STUMP REMOVAL (Item 614.0701)

Stumps shall be ground to a minimum depth of 12 inches below grade. The Contractor shall take care when grinding and removing stumps such that damage is prevented to nearby structures and underground utilities. The Contractor shall not pull roots or stumps with heavy equipment. Any damaged to structures, utilities or other existing features shall be repaired or replaced immediately to the satisfaction of the Engineer and at no additional cost to the Owner. Where roots are encountered during excavation operations, roots shall not be pulled. Rather roots shall be cut cleanly and removed as part of excavation and disposal.

227 STRUCTURAL SOIL MIX (Item 610.14000011)

The Contractor shall include an alternate to provide all the labor, equipment, and materials necessary to install structural soil mix as specified in Item 610.14000011. The trees shall be planted directly in the structural soil. The volume of structural soil mix for each tree pit shall be 15 CY, approximately 20' long, 8' wide, and 2.5' deep. The excavation and removal of existing soil required for the placement of structural soil mix shall be included in Item 610.14000011.

228 TREE GRATE WITH FRAME (Item 615.04070101)

The Contractor shall include an alternate to provide all the labor, equipment, and materials necessary to install tree grates with frames as shown on the drawings, specified in Item 615.04070101, specified herein, and as directed by the Engineer. For all new planted trees, grates shall have an 8" radius center with expandable and removable center to accommodate the tree as it grows. For all trees to remain, center radius shall be confirmed in the field with the Engineer. Grate shall have ¼" slots and an overall thickness of 1.5". Gray iron castings shall be manufactured from iron conforming to ASTM A48, Class 35B. Grates shall not have lighting openings. Tree grate and frame shall be:

Product: 00885541C05 (grate) and 00885411 (frame)
EJ (800-874-4100)
301 Spring Street, PO Box 439, East Jordan, MI
<https://www.ejco.com/am/en/>

Product: R8816105 (frame and grate set)
Neenah Foundry (920-725-7000)
2121 Brooks Ave, Neenah, WI 54956
<https://www.nfco.com/>

Or equal as approved by the Engineer and the Village.

Any grates that are not uniform, have cracks, or any other defects shall be rejected by the Engineer and replaced by the Contractor at no additional cost to the Owner. A foundry certification stating that the products supplied conform to these requirements shall be supplied to the Engineer.

229 SURVEY OPERATIONS (Item 625.01)

The Contractor shall be responsible for field verifying all elevations and dimensions to ensure that the final layout of sidewalks and curb ramps meet ADA requirements prior to pouring concrete or placing asphalt or pavers. The survey work necessary to meet these requirements shall be included in the cost of Item 625.01 – Survey Operations.

Additionally, prior to the start of work, the Contractor shall have a NYS licensed survey identify the property boundaries. No work shall be performed outside of the right-of-way unless otherwise directed.

230 SUPPLEMENTAL SITE SURVEY (AS-BUILT SURVEY) (Item 625.070001)

At the end of the project, the Contractor shall provide to the Engineer an as-built survey prepared by a NYS Licensed Surveyor. The As-Built, in AutoCAD and PDF format, shall be submitted to the Engineer for review and approval when all work is complete and prior to final payment.

The as-built survey shall include at a minimum all site features, layout, boundaries, property lines, highway boundary, street names, current property owners and building addresses, topography (one-foot contour intervals), top and bottom of curbs (maximum every 50 feet), spot elevations, utility routes, utility elevations, and pavement markings. Horizontal projection shall be in the 1983 New York State Plane East Zone, U.S. foot (NY83-EF) coordinate system. Vertical projection shall be in the North American Vertical Datum of 1988 (NAV88).

AutoCAD drawing shall be compatible with AutoCAD Release 2018. Generally, separate AutoCAD layers shall be provided for the various required survey features. The drawing shall not include any externally referenced blocks. Third-party features, such as fonts, not provided with AutoCAD software shall not be used.

The Contractor shall employ a surveyor throughout the duration of construction to field verify and provide elevations of all critical features as shown on the plans and directed by the Engineer. These elevations shall be incorporated into the final as-built survey.

The measurement and payment for as-built survey shall be under Item 625.070001. The survey shall be submitted and accepted by the Engineer in writing before final payment is issued.

231 RELOCATE PARKING METERS (Item 634.06010007)

The Contractor shall be responsible for relocating parking meters as shown of the drawings, specified in Item 634.06010007, and specified herein. In addition to the requirements established in Item 634.06010007, the Contractor shall: provide all the necessary labor, equipment and materials to remove and store the existing parking meters, and install new parking meter sleeves as necessary. Any meters damaged by the Contractor during handling or storage shall be replaced by the Contractor at no additional cost to the Owner.

Where able, existing parking meter sleeves shall be removed, cleaned of debris and concrete, and reused. If any of the sleeves are unusable, new sleeves shall be provided. The inside diameter of the parking meter sleeves shall be equal to the outside diameter of the parking meter posts. Sleeves shall be made of galvanized steel tubing. The materials used in the construction of new parking meter sleeves and their component parts for installation shall conform to the requirements of the following subsections included under NYSDOT Specification Section 700, Material Details: Steel and Iron Posts 710-10 and Castings, Forgings and Metals 715.

The location of parking meters shall be reviewed in the field with the Engineer prior to placement. Sleeves shall be embedded in concrete to the depths shown on the drawings or as directed by the Engineer. Concrete shall conform to the requirements of NYSDOT Specification Section 501, Portland Cement Concrete and shall be Class A. When installed, the meters shall be plumb and stable.

232 WINDOW WELL FRAME AND GRATE (Item 655.03110006)

The Contractor shall provide all the necessary labor, equipment and materials to install a new sidewalk frame and grate located within the Highway Boundary as shown of the drawings, specified in Item 655.03110006, specified herein, and as directed by the Engineer.

The Contractor shall field measure the existing frame and grate to provide a new structure of equivalent dimensions. The Contractor shall also provide a shop drawing of the frame and grate for review. No frames or grates shall be ordered or installed without the approval of the Engineer. The grate and frame shall be set such that they are flush with the sidewalk grades as shown on the drawings. Grate openings shall be no wider than ½ inch and slots shall be perpendicular to the dominant direction of travel (ADA Standards, Section 302.3).

233 RESETTling EXISTING UTILITY SERVICE FRAMES (Item 655.17000011)

The Contractor shall provide all the necessary labor, equipment and materials to reset hatches or grates located within the Highway Boundary as shown of the drawings, specified in Item 655.17000011, and specified herein. Item 655.17000011 pertains specifically to utility service frame, but is being modified herein for resetting existing hatches and grates with frames.

The Contractor shall review the hatches and grates located within the Highway Boundary with the Engineer to determine whether the existing hatch or grate shall remain or are required to be reset. Hatches or grates to remain shall be protected from damage throughout the duration of construction. Hatches or grates to be reset shall be installed to the grades as specified on the drawings and as directed by the Engineer. Hatches and grates shall open and close in a manner similar to the existing structure.

The measurement and payment for resetting hatches and grates shall be under Item 655.17000011. No payment shall be made for hatches or grates to remain.

234 ALUMINUM ACCESS DOORS (Item 665.20040004)

The Contractor shall provide all the labor, equipment, and materials necessary to install aluminum access doors within the Highway Boundary as shown of the drawings, specified in Item 665.20040004, specified herein, and as Directed by the Engineer. The Contractor shall field measure the existing access doors to provide a new structure of equivalent dimensions. The Contractor shall also provide a shop drawing for the access doors for review. No access doors shall be ordered or installed without the approval of the Engineer. The access doors shall be set such that they are flush with the sidewalk grades as shown on the drawings.

235 FIELD CHANGE PAYMENT (Item 697.03)

A field change payment allowance, in the amount as specified on the bid sheets, shall be provided for the project for extra work. The allowance is not guaranteed to the Contractor. Should the Owner decide additional work is necessary for the project, the cost shall be deducted from this item. The Contractor and Owner shall agree on all prices to be deducted from the allowance prior to the Contractor procuring materials and completing the work.

236 COVID-19 AND OTHER PUBLIC HEALTH EMERGENCIES

During the COVID-19 public health emergency, the Contractor shall conform to all applicable Federal, State, and Local requirements, including any additional requirements imposed by the Owner. This shall include OSHA guidelines and New York State Department of Health “Interim Guidance for Construction Activities During the Covid-19 Public Health Emergency”, dated June 26, 2020 and any applicable revisions. The Contractor shall stay up to date with any changes to requirements related to construction activities and shall incorporate those changes into their operations. The Contractor’s written Site-Specific Safety Plan, which shall include procedures for public health emergencies, shall be submitted for review by the Engineer. Claims for delays or

losses shall be examined in accordance with the General Conditions. These requirements shall apply to any other public health emergencies issued by regulating agencies.

237 COORDINATION WITH UTILITY FACILITIES

Utility facility adjustments and/or relocations are not anticipated for this project. If the Village 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 and/or the state contractor upon direction by the State Engineer-In-Charge. 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).

238 511NY TRAFFIC INFORMATION

To assist in keeping the 511NY system up-to-date, any scheduled work or activities on local roads which restrict the width, height, length or weight availability of the travel way or shoulder, may be reported to the Surface Transportation Controller (STC) using the Road Work Form (RWF). STC approval is not required, but notification to the STC (by email to dot.sm.r08.stc) located at the Hudson Valley Transportation Management Center (HVTMC) using the Road Work Form (RWF) may be necessary. The need to notify the STC shall be determined by the Engineer-in-Charge. All other lane closure notes and information in the contract documents shall also be followed.

TECHNICAL SPECIFICATIONS

ITEM 209.11000001 - GEOTEXTILE FABRIC SEDIMENT COLLECTION BAG

DESCRIPTION

This work shall consist of furnishing, installing, maintaining, removing, and disposing of a Geotextile sediment collection bag as shown in the contract documents or as directed by the Engineer.

MATERIALS

The materials shall conform to the following requirements:

- The Geotextile sediment collection bag shall be a non-woven bag which is sewn with a high strength thread.
- Bags shall have high strength double stitched "J" type seams.
- Sewn in spout.
- High Strength strapping for holding hose in place.
- Hose opening to accommodate up to a 4" hose.

CONSTRUCTION DETAILS

The provisions of Standard Specifications § 209-1.01, §209-3.01, §209-3.02 and §209-3.03 shall apply.

Sediment collection bags shall be installed in accordance with the manufacturers instructions, the contract documents, or as directed by the Engineer.

Sediment collection bags left in place as part of a fill or side slope shall be topsoiled and seeded.

Sediment collection bags shall be removed and replaced under any of the follow conditions if not being used as fill or side slope material:

- When sediment collection bags are full.
- When sediment collection bags have been in place for more than 30 days (removal required due to ultraviolet deterioration).
- When sediment collection bags are damaged.

Care shall be taken during removal to minimize loss of entrapped sediment.

METHOD OF MEASUREMENT

The quantity shall be the number of bags installed, in accordance with the contract documents or as directed by the Engineer.

BASIS OF PAYMENT

The unit price bid for this work shall include the cost of furnishing all labor, equipment, and materials necessary to complete the work, including installation, maintenance, removal and disposal. No additional payment will be made for the replacement of damaged bags caused by the contractors operations.

Progress payments will be made as follows:

- 50% upon satisfactory installation.
- 50% upon removal and disposal.

Topsoil and seeding shall be paid for under the appropriate items.

ITEM 420.98000004 – FLEXIBLE POROUS PRODUCT FOR TREE PLANTING AREAS

DESCRIPTION

This work shall consist of furnishing and installing a flexible porous mixture, herein referred to as “Product”, in accordance with these specifications and in conformance with the lines, grades, and details shown on the Contract Documents and as directed by the Engineer. A Test Panel must be constructed by the Contractor at no additional cost to the owner as described under the Construction Details. Common application is limited to any coverage area around a tree to a size of no more than 25 square feet.

MATERIALS

The Product shall consist of ½” nominal recycled rubber granules and ½" nominal aggregate, bonded with a single-component, moisture-cured urethane.

Use one of the following Products or an approved equivalent as determined by the Engineer/Architect:

Flexi-Pave
KB Industries, Inc
7300 Bryan Dairy Road
Suite 400
Largo, Florida 33777

RubberWay Rubber Sidewalks & Tree Wells
World Recycling Surfacing Group
4000 Barranca Parkway Suite 250
Irvine, CA 92604

Eco-Rubber Pour In Place Rainbow Turf
Eco-Smart, Inc.
4411 Bee Ridge Road #344
Sarasota, FL 34233

The slip resistance of the Product shall have a Coefficient of Friction no greater than 0.6 when measured in accordance with ASTM D2047, *Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring Surfaces as Measured by the James Machine*.

At least 2 weeks prior to the placement of the Test Panel, submit to the Engineer/Architect a Product mix design, the slip resistance test results, and the manufacturer’s installation guidelines for approval.

Asphalt tack coat and prime coats are not applicable to this item.

ITEM 420.98000004 – FLEXIBLE POROUS PRODUCT FOR TREE PLANTING AREAS

CONSTRUCTION DETAILS

EQUIPMENT

All equipment, tools, machinery and other appliances used in handling materials and executing any part of the work shall be subject to the approval of the Engineer/Architect before the work begins.

TEST PANEL

A Test Panel must be constructed at no additional cost to the owner as described below.

At least one week prior to the placement of the permanent panels, the Contractor shall place, joint, cure, and finish a test panel. The test panel shall be at least 9 sq. ft. in size, constructed at the required project thickness and at the designed in-place unit weight. The test panel will be constructed at a location designated by the Engineer/Architect and will remain in place for the duration of the project to be used as a reference for acceptance of the pavement surface.

The test panel must be tested in accordance with ASTM C1701, *Standard Test Method for Infiltration Rate of In-Place Pervious Concrete*. The test panel must have a minimum infiltration rate of 210 inches per hour. If the test panel does not meet this performance criterion, it shall be removed and redone at the Contractor's expense, and the failed test panel disposed of in an appropriate manner. The test panel will not be incorporated into the final work, and will be removed when ordered by the Engineer/Architect.

CONSTRUCTION, SURFACE PREPARATION

The subgrade shall have all foreign material removed and be compacted to an even surface that is parallel to the finish grade of the product or as directed by engineer. Contact surfaces of curbing, sidewalk, manholes, and other structures shall be coated with a thin uniform coating of manufacturer's formulated polyurethane binding agent or approved equivalent prior to placing the Product top course against them.

CONSTRUCTION PLACEMENT

Typical Product that meets or exceeds the testing specifications set forth above can be installed when the surface temperatures of the subgrade is 50°F or above. The moisture content condition shall be evaluated according to the Manufacturer's recommended practices.

A typical Product top course that meets or exceeds the testing specifications set forth above shall not be placed when the surface temperature is below 50°F or when the weather is foggy, rainy or otherwise unfavorable.

Due to the porous nature of a typical Product that meets or exceeds the testing specifications set forth above, attaining a grade and crown sufficient to provide adequate drainage is not applicable. During installation and compaction of subbase materials, grade and drainage

ITEM 420.98000004 – FLEXIBLE POROUS PRODUCT FOR TREE PLANTING AREAS

conditions should be considered and evaluated in the field to avoid over-compaction or the creation of areas of potential ponding. The spreading and finishing of adjacent strips of the Product surface shall proceed by such sequence or timing in the adjacent strips that the prescribed full width of the pavement will be completed without the formation of longitudinal joints.

Product shall not be installed in layers. Longitudinal or transverse joint staggering is not applicable.

The surface of the Product shall be smooth and true to the existing or established grade. If the Product becomes plugged with dirt, or in any other way becomes defective during construction, shall be removed and replaced by the contractor, at no additional cost to the owner.

Any Product pavement that becomes loose and broken within the first year of placing the product shall be removed and replaced by the contractor, at no additional cost to the owner.

METHOD OF MEASUREMENT

The quantity for payment, in square feet of material, shall be computed within the payment lines shown on the plans or otherwise ordered in writing by the Engineer, and in accordance with the plans and specifications.

BASIS OF PAYMENT

The unit bid price per square foot shall include the cost of furnishing all labor, materials and equipment necessary to complete the work, No direct payment will be made for any losses of material which may result from shrinkage, compaction, settlement, waste, overflow or any other causes.

Excavation and furnishing and placing of subbase course material shall be paid for under separate bid items.

Payment will be made under:

<u>ITEM NO.</u>	<u>ITEM</u>	<u>PAY UNIT</u>
420.98000004	Flexible Porous Product for Tree Planting Area	Square Foot

ITEM 559.1696--25 - PROTECTIVE SEALING OF STRUCTURAL CONCRETE

1. DESCRIPTION:

- 1.01 Under this work the Contractor shall furnish and apply, in accordance with this specification, a protective sealer to concrete surfaces, at locations indicated on the plans or where directed by the Engineer.

2. MATERIALS:

- 2.01 The protective sealer used on concrete surfaces shall be one appearing on the Department's Approved List and shall meet the requirements of the following subsection:

717-03 - Penetrating Type Protective Sealers

3. CONSTRUCTION DETAILS:

- 3.01 **General.** The Contractor shall provide the Engineer with the sealer Manufacturer's written instructions for application and use, at least five (5) working days before the start of work. Only one (1) brand and specific type of sealer will be allowed for use on each individual element of a project (i.e. each pier, deck, abutment, etc.).

3.02 Surface Preparation.

1. **New Concrete.** All required surface texturing, and saw cut grooving, shall be completed before the surface is prepared. All concrete that is to be sealed shall air dry for fourteen (14) days after curing has been removed, or for the length of time specified in the manufacturer's written instructions, whichever is longer. Also, concrete shall air dry for twenty-four (24) hours after curing and/or completion of saw cut grooving. If the concrete is subjected to rain or moisture from other project operations, the surface shall be allowed to dry for a minimum of forty-eight (48) hours, or for a length of time specified in the manufacturer's specifications, whichever is longer, before the sealer is applied. After the drying period has ended, the concrete surface shall be lightly sand or shot blasted, followed by vacuum cleaning, to remove loose particles.
2. **Existing Concrete.** Concrete surfaces to be sealed shall be thoroughly cleaned by light sand or shot blasting, followed by vacuum cleaning, to remove loose particles. If the concrete is subjected to rain or moisture from other project operations, the surface will be allowed to air dry for a minimum of forty-eight (48) hours before the sealer is applied.

Care shall be taken while blast cleaning that all dirt is removed with minimal exposure of coarse aggregate. After cleaning, no blasting residue, laitance, curing compounds, standing water, oil, dirt or other foreign particles shall be present, which may prevent penetration or adhesion of the sealer. All surface preparation work shall be completed and approved by the Engineer, before sealer application can commence.

- 3.03 **Weather Limitations.** Sealer materials shall not be applied during wet weather conditions or, if in the opinion of the Engineer, adverse weather conditions are anticipated within twelve (12) hours of the completion of sealer application. Ambient and surface temperatures shall be a minimum of 40°F during application and until the sealed concrete is dry to the touch. Application by spray methods will not be permitted during windy conditions, if in the opinion of the Engineer unsatisfactory results will be obtained.

ITEM 559.1696--25 - PROTECTIVE SEALING OF STRUCTURAL CONCRETE

3. CONSTRUCTION DETAILS: (cont'd)

- 3.04 **Sealer Application.** The sealer shall be used as supplied by the Manufacturer without thinning or alteration, unless specifically required in the Manufacturer's instructions. Thorough mixing of the sealer before and during its use shall be accomplished as recommended by the Manufacturer. Equipment for sealer application shall be clean of foreign materials and approved by the Engineer before use.

A minimum of two (2) coats of the sealer shall be applied to achieve uniform coverage. The total quantity of sealer applied by all coats shall be equal to the quantity required at the application rate specified in the Approved List. The second and each additional coat shall be applied perpendicular to the previous coat. Care shall be taken when applying each coat, such that running or puddling does not occur. Each coat shall be allowed to dry for a minimum of two (2) hours before the next coat is applied. The final coat shall be allowed to dry according to the manufacturer's instructions, before the removal of maintenance and protection of traffic.

On sloping and vertical concrete surfaces, sealer application shall progress from bottom to top. Care shall be taken to ensure that the entire surface of the concrete is covered and all pores filled.

4. METHOD OF MEASUREMENT:

- 4.01 The quantity to be paid for will be the actual number of square feet of surface area that is provided with protective sealing.

5. BASIS OF PAYMENT:

- 5.01 The unit price bid per square feet shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work.

ITEM 608.01020005 – COLORED AND IMPRINTED PORTLAND CEMENT

CONCRETE SIDEWALK

ITEM 608.01030005 – COLORED PORTLAND CEMENT CONCRETE SIDEWALK

ITEM 608.01040005 – IMPRINTED PORTLAND CEMENT CONCRETE SIDEWALK

DESCRIPTION

Construct Portland cement concrete sidewalks as shown on the contract documents according to §608 of the Standard Specifications, using colored and/or imprinted concrete, including color matching joint material, when specified.

MATERIALS

Apply §608-2.01 with the following modifications:

Colored Concrete

All coloring agents shall produce a color conforming to the Federal Standard 595. The color shall be as indicated on plans.

Color admixtures for integrally colored concrete will be certified by the manufacturer as meeting the requirements of ASTM C979 Standard Specifications for Pigments for Integrally Colored Concrete and be packaged such that one dose is the proper dosage for one cubic yard of concrete.

Imprinted Concrete

Use imprinting tools capable of imprinting the surface of the concrete with a uniform and aligned pattern and/or texture. Use a clear release agent as specified by the imprinting tool manufacturer. These materials shall be approved by the Engineer prior to their use.

Color Matching Joint Material

When specified for any location, use a color matched caulking compound designed for joint sealing.

CONSTRUCTION DETAILS

Apply §608-3.01 with the following modifications:

Test Panels

Prior to the start of work, the Contractor shall show evidence of successful completion of similar installations. The Contractor shall construct a job site test panel for each individual color and pattern or combination of color and pattern specified in the contract documents. The test panel(s) shall be 5 feet x 5 feet, minimum, and constructed at a location selected by the Engineer. As many test panels will be constructed as are necessary to produce sample panels that meet the approval of the Engineer. The permanent work shall be consistent with the appearance of the approved test panel(s) as determined by the Engineer. The test panel(s) shall not be incorporated into the work and will be removed when ordered by the Engineer.

ITEM 608.01020005 – COLORED AND IMPRINTED PORTLAND CEMENT

CONCRETE SIDEWALK

ITEM 608.01030005 – COLORED PORTLAND CEMENT CONCRETE SIDEWALK

ITEM 608.01040005 – IMPRINTED PORTLAND CEMENT CONCRETE SIDEWALK

Colored Concrete

Apply color admixtures and dry shake additives at the manufacturers recommended dosage rate. This rate is to remain constant for all batches of concrete produced. Prior to placing concrete, protect adjacent surfaces and structures from spatters. Once a portion of the batch has been placed, no additional water shall be added to the remaining batch.

To integrally color the concrete, introduce the color additive into the mixer drum in a manner recommended by the manufacturer. The quantity of concrete being delivered shall be no less than one-third the capacity of the mixer drum. Batch the concrete in full cubic yard increments.

After the concrete is placed, apply a color matching hardener evenly to the plastic surface by the “dry shake” method as recommended by the manufacturer.

Imprinted Concrete

Screed concrete to the finished grade and apply release agent. Using methods as recommended by the manufacturer, apply pre-approved imprinting tools to the surface while the concrete is still plastic. The requirement for a lightly broomed surface is waived.

Unless otherwise specified, score or saw cut the surface to a minimum depth of $\frac{1}{4}$ the thickness of the slab at intervals of 5 feet. Tool the edges, joints and scored areas in a manner consistent with the imprinting pattern. If the saw cut option is used, the Contractor shall be responsible for performing the saw cut operation at such time as to minimize the possibility of spalling and/or cracking

Within 24 hours, remove release agent with pressure wash and apply a pre-approved sealer, recommended by the coloring manufacturer, at a rate consistent with manufacturer’s specifications.

Color Matching Joint Material

Install pre-molded resilient joint filler (§705-07) where the sidewalk line intersects a building, walk, permanent structure or other location designated by the Engineer, to within 1-inch of the top of the slab. Caulk the top 1-inch of the joint with color matching caulking compound.

METHOD OF MEASUREMENT

Apply §608-4.01

ITEM 608.01020005 – COLORED AND IMPRINTED PORTLAND CEMENT

CONCRETE SIDEWALK

ITEM 608.01030005 – COLORED PORTLAND CEMENT CONCRETE SIDEWALK

ITEM 608.01040005 – IMPRINTED PORTLAND CEMENT CONCRETE SIDEWALK

BASIS OF PAYMENT

Apply §608-5.01

The cost of construction and removal of the test panel(s) is to be included in the price bid for the specified item(s).

Payment will be made under:

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
608.01020005	Colored and Imprinted Portland Cement Concrete Sidewalk	Cubic Yard
608.01030005	Colored Portland Cement Concrete Sidewalk	Cubic Yard
608.01040005	Imprinted Portland Cement Concrete Sidewalk	Cubic Yard

ITEM 610.14000011 – STRUCTURAL SOIL MIX

DESCRIPTION

Under this item the Contractor shall furnish and place Structural Soil Mix in accordance with the contract documents and as directed by the Engineer.

MATERIALS

Structural Soil Mix shall be a mixture of crushed stone, clay loam, hydrogel and amendments meeting the requirements of “CU Structural Soil[®]” patented by Cornell University (Patent #5,849,069) also known as “CU Soil[™]”. The material shall be obtained from a Producer sub-licensed by Amereq, the exclusive Licensee of Cornell University for CU-Structural Soil[®]. Proof of such sub-licensing shall be submitted to the Engineer along with a sample of the finished mix, prior to delivery to the site. A list of sub-licensed Producers can be obtained from:

Amereq Inc.
“CU Soil[™]” Division
19 Squadron Blvd. New City, New York 10956,
phone: (800) 832-8788 ext. 11
contact: bkalter@amereq.com

Water: Shall comply with Standard Specifications Section 712-01.

CONSTRUCTION DETAILS

Mixing and Quality Control Testing: All Structural Soil components, including any organic material, water, or other amendments necessary to meet the requirements of CU-Structural Soil[®] shall be mixed by a licensed Producer at that Producer’s yard prior to delivery. No mixing shall be done at the project site. Sufficient time must be allowed prior to delivery for the Producer’s internal quality control, independent laboratory testing, analysis and (if necessary) amendment of the mix.

Delivery, Storage and Handling: The Contractor shall arrange for delivery of the Structural Soil Mix to the site, either by the Producer, or the Contractor’s own forces. The Contractor shall ensure that the delivered Mix is received from the Producer at or near optimum compaction moisture content as determined by AASHTO T-99 (ASTM D698) and shall protect the Mix from drying out or from excess moisture until placed. The Mix shall also be protected from contamination by toxic materials, trash, debris, water containing cement, clay, silt or materials that will alter the particle size distribution.

Structural Soil Mix shall not be transported when rain is expected. If not placed the day of delivery, it shall be stored and protected from excess water absorption and/or potential erosion.

The Engineer shall obtain and furnish to the EIC, a ticket ensuring that the delivered Structural Soil Mix was obtained from and mixed by a licensed Producer. The delivered Structural Soil Mix should also be compared to the original sample to ensure consistency.

ITEM 610.14000011 – STRUCTURAL SOIL MIX

Placement: The Contractor shall notify the Engineer of any subsurface conditions which may affect the Contractor's ability to install the Structural Soil Mix. If subsurface drain lines are included, they shall be installed prior to placement of the mix.

The Mix shall not be worked when frozen, excessively wet, or under otherwise unsatisfactory conditions nor shall it be placed on frozen, wet or muddy sites. The Mix must not be excessively or incorrectly handled to the point of separation of the clay loam soil from the crushed stones.

Structural Soil Mix shall be placed in 6 inch lifts, each compacted to at least 95% Proctor Density. If compaction moisture content exceeds the optimum per AASHTO T 99 (ASTM D 698), delay compaction and protect Mix until sufficiently dry to compact.

METHOD OF MEASUREMENT

The quantity to be measured for payment will be in cubic yards to the nearest cubic yard of Structural Soil Mix installed.

BASIS OF PAYMENT

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

Payment will be made under:

<u>ITEM NO.</u>	<u>ITEM</u>	<u>PAY UNIT</u>
610.14000011	Structural Soil Mix	Cubic Yard

ITEM 611.19010024 - POST-PLANTING CARE WITH REPLACEMENT - MAJOR DECIDUOUS TREES

ITEM 611.19020024 - POST-PLANTING CARE WITH REPLACEMENT - MINOR DECIDUOUS TREES

ITEM 611.19030024 - POST-PLANTING CARE WITH REPLACEMENT - CONIFEROUS TREES

ITEM 611.19040024 - POST-PLANTING CARE WITH REPLACEMENT - DECIDUOUS SHRUBS

ITEM 611.19050024 - POST-PLANTING CARE WITH REPLACEMENT - EVERGREEN SHRUBS

ITEM 611.19060024 - POST-PLANTING CARE WITH REPLACEMENT- VINES, GROUNDCOVERS

ITEM 611.19070024 - POST-PLANTING CARE WITH REPLACEMENT - HERBACEOUS PLANTS

DESCRIPTION

This work consists of the care of newly planted and transplanted trees, shrubs, vines, groundcovers and other plants and replacement of plants in kind and as necessary, in accordance with the contract documents and as directed by the Engineer.

MATERIALS

Materials shall meet the requirements of the following subsections of Section 700 *Materials and Manufacturing*.

Water	712-01
Topsoil	713-01
Mulch for Landscape Bedding	713-05
Trees, Shrubs and Vines	713-06
Materials for the Protection of Plants	713-08
Pesticides	
713-13	

CONSTRUCTION

Post-Planting Care. The Contractor shall perform all work as specified under Standard Specification section **611-3.05 Post-Planting Care**.

Replacement Planting. Plants that die, become diseased or badly impaired during Post-Planting Care shall be removed and replaced in kind once with new, healthy plant material, in the same location as the initial planting. Replacement planting shall occur within the planting seasons shown in Standard Specification **Table 611-1**. For any plants replaced during the Post-Planting Care period, Post-Planting Care shall continue to the end of the period.

Replacement plants shall be planted, maintained and accepted per Standard Specification **Section 611-3.01**. Planting soil used in the initial planting shall be reused for replacement plants and shall be supplemented with topsoil at no additional cost if additional material is needed to meet grade and surface finish. Watering shall accompany backfilling, at no additional cost. No replacement tree shall be staked, guyed or anchored.

ITEM 611.19010024 - POST-PLANTING CARE WITH REPLACEMENT - MAJOR DECIDUOUS TREES

ITEM 611.19020024 - POST-PLANTING CARE WITH REPLACEMENT - MINOR DECIDUOUS TREES

ITEM 611.19030024 - POST-PLANTING CARE WITH REPLACEMENT - CONIFEROUS TREES

ITEM 611.19040024 - POST-PLANTING CARE WITH REPLACEMENT - DECIDUOUS SHRUBS

ITEM 611.19050024 - POST-PLANTING CARE WITH REPLACEMENT - EVERGREEN SHRUBS

ITEM 611.19060024 - POST-PLANTING CARE WITH REPLACEMENT- VINES, GROUNDCOVERS

ITEM 611.19070024 - POST-PLANTING CARE WITH REPLACEMENT - HERBACEOUS PLANTS

METHOD OF MEASUREMENT.

The quantity to be measured for payment will be the number of plants of each type cared for and, if necessary, replaced in kind.

BASIS OF PAYMENT.

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

Payment will be made under:

Item No.	Item	Pay Unit
611.19010024	Post Planting Care with Replacement - Major Deciduous Trees	Each
611.19020024	Post Planting Care with Replacement - Minor Deciduous Trees	Each
611.19030024	Post Planting Care with Replacement - Coniferous Trees	Each
611.19040024	Post Planting Care with Replacement - Deciduous Shrubs	Each
611.19050024	Post Planting Care with Replacement - Evergreen Shrubs	Each
611.19060024	Post Planting Care with Replacement- Vines, Groundcovers	Each
611.19070024	Post Planting Care with Replacement - Herbaceous Plants	Each

ITEM 615.0407NN01 - TREE GRATE WITH FRAME

DESCRIPTION:

This work shall consist of furnishing and installing a tree grate with frame as shown as in the contract documents and as directed by the Engineer.

The tree grate(s) furnished and installed under this pay item is identified in a special note titled "*Tree Grate with Frame*" in the contract documents.

MATERIALS:

The tree grate installed shall be from one of the following manufacturers:

Ironsmith
41-701 Corporate Way #3
Palm Desert, CA 92260
800.338.4766
www.ironsmith.cc

Neenah Foundry
2121 Brooks Avenue
Neenah, WI 54956
800.558.5075
www.nfco.com

Urban Accessories
465 East 15th Street
Tacoma, WA 98421
877.487.0488
www.urbanaccessories.com

EJ
301 Spring Street
East Jordan, MI 49727
800.874.4100
www.ejco.com

South Bay Foundry
9444 Abraham Way
Santee, CA 92071
619.956.2780
www.southbayfoundry.com

or equal, as approved by the Engineer.

Model numbers, names and/or styles, along with any other material requirements shall be identified in a special note titled, "*Tree Grate with Frame*" in the contract documents.

The tree grate shall have a maximum slot opening size of ½", unless otherwise specified in the contract documents.

The frame, anchor bolts and connecting fasteners shall be supplied by the same manufacturer as the grate.

Finish (paint) on either component shall NOT be required unless otherwise specified.

CONSTRUCTION DETAILS:

The Contractor shall install frame, grates, anchor bolts, and connecting fasteners as per the manufacturer's recommendations.

Frames and grates shall be placed true to line and grade. Frames and grates shall make firm, full and even bearing on their respective underlying surfaces and shall be non-rocking under the influence of load. The grate frame shall be anchored into the adjacent paving or curbing.

All other construction details, as necessary, shall be included in the special note titled, "*Tree*

ITEM 615.0407NN01 - TREE GRATE WITH FRAME

Grate with Frame” in the contract documents.

Submittals:

Unless specified otherwise, the Contractor shall submit:

1. plans, elevations, sections and attachment details for each tree grate furnished and installed with this specification, and
2. the details of the assemblies, including dimensions, installation methods (including mounting) and installation components.

METHOD OF MEASUREMENT:

The work will be measured as the number of each tree grate with frames installed in accordance with the contract documents.

BASIS OF PAYMENT:

The unit price for each tree grate with frame shall include the cost of furnishing all necessary labor, materials and equipment to satisfactorily complete the work.

Payment will be made under:

Item Number	Item Description	Pay Unit
615.04070101	Tree Grate with Frame, Type 1	Each
615.04070201	Tree Grate with Frame, Type 2	Each
615.04070301	Tree Grate with Frame, Type 3	Each
615.04070401	Tree Grate with Frame, Type 4	Each

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.

ITEM 634.06010007 - RELOCATE PARKING METERS

DESCRIPTION:

Under this item, the Contractor shall relocate existing parking meters where shown on the Plans or where ordered by the Engineer.

MATERIALS:

Materials not specified.

CONSTRUCTION DETAILS:

The meters and posts shall be removed in such a manner that damage does not occur. The posts shall be cleaned of any foreign material before being re-installed. All posts or meters damaged during relocation shall be replaced in kind at the Contractor's expense. The post shall be installed as detailed on the plans.

METHOD OF MEASUREMENT:

This work will be measured as the number of parking meters relocated.

BASIS OF PAYMENT:

The price bid for relocating each parking meter shall include all materials, labor, and incidental expenses necessary to properly complete the work.

ITEM 655.03110006 - WINDOW WELL FRAME AND GRATES (PARALLEL BAR TYPE)

DESCRIPTION

This work shall consist of furnishing and placing frames and grates for window wells as shown on the plans or as directed by the Engineer.

MATERIALS

Meet the requirements of Section 655-2.02, Frames and Grates (Fabricated) with the following exceptions. Bearing bars shall be 1 inch wide and 1/4 inch thick.

CONSTRUCTION DETAILS

Meet the requirements of Section 655-3, Construction Details, with the following exceptions. The openings in the grates shall comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

METHOD OF MEASUREMENT

The quantity to be measured under this work will be the number of frames and grates furnished and placed as detailed on the plans.

BASIS OF PAYMENT

The unit price bid per each frame and grate shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work,

ITEM 655.17000011 - RESETTING EXISTING UTILITY SERVICE FRAMES

DESCRIPTION.

This work shall consist of removing, storing, and resetting existing utility service frames, complete with grates, covers, and appurtenances, to grade.

MATERIALS.

Materials shall meet the requirements of the following subsections of Section 700, "Materials Details."

Concrete Brick	704-02
Mortar for Concrete Masonry	705-21
Precast Concrete Drainage Units	706-04

Concrete shall be Class A, meeting the requirements of Section 501. "Portland Cement Concrete-General."

CONSTRUCTION DETAILS.

The existing frames, grates, covers, and appurtenances shall be removed, stored if necessary, cleaned and reset to the line and grade indicated in the plans or as directed by the Engineer.

The existing masonry adjustment collar, or a portion of it, shall be removed where necessary for resetting of the existing frame, as determined by the Engineer. The existing frames shall be set to grade using concrete brick and mortar and/or Class A concrete. Where ordered by the Engineer, the frames shall be set in a mortar bed on the existing structure.

Where large adjustments in grade are necessary, precast concrete units may be used in conjunction with masonry for fine adjustment.

METHOD OF MEASUREMENT.

This work shall be measured by the number of existing utility service frames, complete with grates, covers, and appurtenances, reset to grade on existing utility service structures.

BASIS OF PAYMENT.

The unit price bid for resetting each utility service frame shall include the cost of all labor, materials, and equipment necessary to complete the work; including any necessary removal and replacement of pavement and shoulder courses, sub-courses, curbs, sidewalks, lawns and other top surfaces, unless otherwise indicated in the plans or proposal.

All frames, grates, covers, and appurtenances broken through carelessness on the part of the Contractor shall be replaced at the Contractor's expense.

ITEM 665.20040004 – ALUMINUM ACCESS DOORS

DESCRIPTION

The work shall consist of furnishing and installing aluminum access doors and drainage system.

MATERIALS

Door leafs shall be 1/4 inch thick 6061-T6 diamond pattern plate reinforced as necessary to carry a live load of 300 psf (pounds force per square foot). Channel frame shall be 1/4 inch minimum, ASTM A709 Grade 36 galvanized steel with support details as shown on the plans. Doors shall be equipped with heavy forged brass hinges, Type 316 stainless steel pins, stainless steel compression spring operators, automatic hold open arm with release handle, and snap lock with removable handle. Pedestrian safety chains shall be provided. A 1 1/2 inch drainage coupling shall be located where shown on the plans. Unless otherwise stated, all hardware shall be stainless steel.

Factory finish shall be as shown on the contract drawings.

Acceptable door manufacturers are:

1. The Bilco Company (Type “J” & “JD”) New Haven, CT.
2. Dur-Red Products (Type “SLG” & “DLG”) Cudahy, CA
3. Babcock-Davis Hatchways, Inc. (Type “BFDDP”) Arlington, MA.

CONSTRUCTION DETAILS

The Aluminum door and steel frame shall be located where shown on the plans. The doors shall be held firmly in place while the concrete placement is performed.

Shop Drawings shall be submitted to the Deputy Chief Engineer and the Regional Director for review and approval.

METHOD OF MEASUREMENT

The work of this item will be measured as each door installed as required, regardless of the number of leaves per door.

BASIS OF PAYMENT

The unit price bid for this item shall include the cost of all labor, equipment and materials required to complete the work.

Payment will be made under:

Item 665.20040004 – Aluminum Access Doors

APPENDICES

APPENDIX 1

**Local Projects Manual (LPM), Chapter 12, Appendix 12-1
Construction Contract Requirements, Revised February 2019.**

APPENDIX 12-1

CONSTRUCTION CONTRACT REQUIREMENTS

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

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

- A. The prospective bidder certifies to the best of its knowledge and belief that they and their Principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the Bidder is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

- A. The prospective bidder certifies, by signing and submitting this bid or proposal, to the best of his/her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. The prospective bidder also agrees by submitting his/her bid or proposal that he/she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that such subrecipients shall certify and disclose accordingly.

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

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

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

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

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

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

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

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

1. By submission of this bid:

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

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

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

The fact that the bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised 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."

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

NON-COLLUSIVE BIDDING CERTIFICATION (2 CFR 1200)

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

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

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

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

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

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

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

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

NEW YORK STATE OFFICE OF THE INSPECTOR GENERAL HOTLINE

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

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

GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION

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

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

(45 FR 65976 – 10/3/1980)

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

(43 FR 14888 – 4/7/1978)

GOAL FOR PARTICIPATION OF WOMEN

The goal for the participation of women is 6.9%.

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

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

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

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

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

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

roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

requirements.

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

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

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

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will

have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

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

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

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

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

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

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

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

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

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

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

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

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

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

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

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

6. Training and Promotion:

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

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical

area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

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

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

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

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

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such

labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities:

The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

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

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

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

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

and

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

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The

contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon

Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only

need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no

deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If

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

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

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

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the

particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

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

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the

contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of

work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-

aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to

material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, INELIGIBILITY AND SUSPENSION, VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First

Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered

Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective

participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

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

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,"

without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons

regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any

qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

APPENDIX 2

**Local Projects Manual (LPM), Chapter 12, Appendix 12-10
Federal SBE Commitment and GFE Bid Requirements**

Federal DBE Commitment and GFE Bid Requirements

Letting Date:

Proposer Name

Address:

PIN
Contract #
DBE Goal % as Stated in the Advertisement

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

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

<u>DBE Name:</u>	<u>Work Category*</u>	<u>Description of Work</u>	<u>DBE Credit % (A)</u>	<u>Commitment (B)</u>	<u>DBE Credit (AxB)</u>
Example Company: Drainage R Us Address: 2543 Lexington Street, Troy, NY 12180	Construction	Closed Drainage Installation	100	\$1,120,000	\$1,120,000
<input style="width: 250px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 150px;" type="text"/>	<input style="width: 50px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
Address: <input style="width: 250px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 150px;" type="text"/>	<input style="width: 50px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
<input style="width: 250px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 150px;" type="text"/>	<input style="width: 50px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
Address: <input style="width: 250px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 150px;" type="text"/>	<input style="width: 50px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
<input style="width: 250px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 150px;" type="text"/>	<input style="width: 50px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
Address: <input style="width: 250px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 150px;" type="text"/>	<input style="width: 50px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
<input style="width: 250px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 150px;" type="text"/>	<input style="width: 50px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
Address: <input style="width: 250px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 150px;" type="text"/>	<input style="width: 50px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>

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

Total Commitment:

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

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

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

Submitted By:

Enter Proposers Contact Information

Name:

Title:

Company Federal Tax ID XX-XXXXXXX

APPENDIX 3

ENVIRONMENTAL COMMITMENTS CHECKLIST

NYSDOT ENVIRONMENTAL COMMITMENTS CHECKLIST

PIN: 8761.52 D #: _____ BIN/CIN/Site: _____ County: Westchester
 Project Description: Main Street Sidewalks Improvement Project, Village of Dobbs Ferry

NOTE: Applicable documents are available in ProjectWise. See links below.

Check the boxes as follow: **A:** Applies to project / **B:** Permit/Approval is complete and attached / **C:** See Notes below)

A	B	C	PERMITS & RELATED ITEMS: GENERAL	File Name & Link (or Location)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	USACE § 404/10 Nationwide Permit # _____ Non-PCN Expiration Date:	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	USACE § 404/10 Nationwide Permit # _____ PCN Expiration Date:	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	USACE § 404 Letter of Permission/Individual Permit; Expiration Date:	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	USACE § 10 Individual Navigable Waters Permit; Expiration Date:	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	USACE Compliance Certification Form (To be completed by Construction)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NYSDEC § 401 "Blanket" Water Quality Certification Restriction Dates: -	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NYSDEC § 401 Individual Water Quality Certification; Expiration Date: Restriction Dates: -	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NYSDEC Art. 24 Freshwater Wetland General Permit Expiration Date:	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NYSDEC Art. 24 Individual Freshwater Wetland Permit; Expiration Date:	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NYSDEC Art. 15 Protected Stream MOU Coordination; Restriction Dates: -	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	USCG Bridge Permit	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	USCG Notification	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	USFWS/FHWA ESA § 7 Concurrence Restriction Dates: - Bridge Bat Survey Date: <input type="checkbox"/> Completed by Construction	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NYSDEC Art. 11 Incidental Take Permit Restriction Dates: -	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SPDES General Permit for Stormwater Discharges from Construction Activity SPDES Permit ID# NYR11 Notice of Termination (NOT): date filed:	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Stormwater Outfall Inventory Form HC-107 (Urbanized Area)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Stormwater Management Practices Activation & Inventory Form (To be completed by Construction)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§ 106/§ 14.09 Commitments applicable to construction <i>Plan Sheets/Proposal:</i>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	§ 106 Memorandum of Agreement/Programmatic Agreement § 14.09 Letter of Resolution (LOR)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Archeological Monitoring Plan	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Contaminated Materials Phase 1 / Phase 2	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Asbestos Materials Assessment Report	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Asbestos Project/Compliance Air Monitoring <i>Plan Sheets/Proposal:</i>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pesticide / Herbicide	

(OVER)

V 1/2018

ENVIRONMENTAL COMMITMENTS CHECKLIST

PIN: 8761.52

D #:

BIN/CIN/Site:

County:

Westchester

(A: Applies to project / B: Permit/Approval is attached / C: See Notes below)

A	B	C	PERMITS & RELATED ITEMS: REGION SPECIFIC	File Name & Link (or Location)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NYSDOS Art. 42 Coastal Consistency Certification (Regions 1, 3, 4, 5, 7, 8, 10, & 11)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NYSDEC Art. 25 Tidal Wetlands Permit (Regions 1, 8, 10, & 11)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NYSDEC Art. 34 Coastal Erosion Hazard Area Permit (Regions 1, 3, 4, 5, 7, 8, 10, & 11)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NYSDEC Part 501 Permit Use of Flood Control Lands (All Regions, except R-10)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NYSDEC Art. 15, Title 27 Wild, Scenic and Recreational Rivers Act Permit (All except R-11)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NYS Canal Corporation, General Requirements/Permits (Regions 1, 2, 3, 4, & 5)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NPS Wild, Scenic and Recreational Rivers Approval (Regions 4, 5, 8, & 9)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	EPA Sole Source Aquifer Approval (All except R-7)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NPDES on Tribal Lands General Permit (All except R-11)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	New York City DEP Notification required prior to initiating construction (Regions 1, 8, & 9)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NMFS ESA § 7 Concurrence (Regions 1,8,10,11 Restriction Dates: -	
			Adirondack Park Agency (Regions 1, 2, & 7)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	APA 814 Order Expiration Date:	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	APA Art. 24 General Permit Wetlands Expiration Date:	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	APA General Permit Uncontaminated Wastes Disposal Expiration Date:	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	APA General Permit Beaver Dam Removal/Modification Expiration Date:	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	APA General Permit 2014G-1A Terrestrial Invasive Plant Management	
			Commitments / APPROVALS: OTHER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	EO 13186 Migratory Bird Treaty Act; Restriction Dates: -	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	EO 13112 Invasive Species	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NYSDEC Temp. Revocable Permit; Expiration Date:	

☐ Check box if additional note pages are attached.

NOTES: Permits/Approvals/Commitments/Instructions not listed above:

Prepared by: George E. Pommer, PE, James J. Hahn Engineering, PC

Signature (Project Manager/Designee):

Date:

1/5/2022