

US CUSTOMARY UNITS

PIN: 9755.10
D041666

FEDERAL AID PROJECT

PROPOSAL

Prepared By:



**McFARLAND
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Submitted in accordance with the Highway Law and the Standard Specifications officially finalized and adopted on May 1, 2026 as posted on New York State Department of Transportation's website.

Proposal Description:

**Chenango County Bridge Maintenance Phase 5
(2025 & 2026)**

**BIN 3350360 - County Road 32 over Wheeler Brook
Town of Greene**

**BIN 3350640 – Lyon Brook Road over Lyon Brook
Town of Oxford**

Bids Due: June 29, 2026 at 10:00am

Bid Opening: June 29, 2026 at 10:00am

Letting Location:

Chenango County Department of Public Works
79 Rexford Street
Norwich, New York 13815

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IMPORTANT BIDDER INFORMATION

Persons desiring to make a proposal shall use the accompanying proposal blank prepared by Chenango County. The STANDARD SPECIFICATIONS manual, as noted on the cover of this proposal, with current additions and modifications (except as modified on the plans or in the itemized proposal), by The New York State Department of Transportation are to be considered as and shall form a part of this agreement. The time for which proposals will be received will be found in the published notice calling for proposals. Any proposal received after the hour specified in the published notice shall not be accepted.

The attention of persons intending to make proposals is specifically called to the General Provisions, Section 100 of the above mentioned Department of Transportation Standard Specifications. All bidders must understand and comply with this section.

The attention of persons intending to make proposals is also called to Definitions and Terms in the General Provisions and Conditions of Contract, Section 100 of the above mentioned Department of Transportation Standard Specifications and it is understood that the following words: Commissioner, Chief Engineer, Superintendent, etc. shall mean Commissioner of Public Works; that the following words: Department and Division shall mean Chenango County; and that the word State shall mean Chenango County.

As a guarantee of good faith, each proposal must be accompanied by the deposit of a certified check or a bid bond, payable to Chenango County, in the sum of 5% of the total amount of the bid. All deposits, except that of the three (3) lowest bidders will be returned within seven days after the opening of the bids. A Consent of Surety is also to be attached to the proposal. Only New York State licensed sureties will be accepted.

The right is reserved to waive any informalities in or reject any or all bids submitted.

No bidder may withdraw a bid within 45 days after the actual date of the opening of the bid.

Attention of bidders is particularly called to the minimum wage rates (Federal and State) to be paid under the contract and Civil Rights provisions including EEO and DBE requirements. The EEO goals for this project are 1.1% minorities and 6.9% women and the DBE goal is 0%.

Upon acceptance of any bid, the successful bidder shall execute a contract with Chenango County and furnish a suitable Performance, Labor and Material Bond, in accordance with Section 137, subparagraph 1 of the State Finance Law and acceptable to the County Attorney. The deposit heretofore mentioned, for 5% of the bid, shall be forfeited and retained as liquidated damages if the successful bidder neglects or refuses to execute the said contract and furnish the said Bond.

The Contractor shall also submit with the Agreement, proof of workers' compensation, disability coverage and Automobile Liability and Automobile Property Damage Insurance, or that such coverage is not required by law.

All bids shall be accompanied by a non-collusive certification as required by Section 103-d of the General Municipal Law, amended September 1, 1965.

Only bidders who have experience in this type of work will be considered.

There are no DBE, M/WBE or SDVOB Goals for this project.

BIDDERS NOTES

1. All addenda must be signed and accompany submitted proposals
2. Work shall be fully completed within 42 calendar days after issuance of notice to proceed. All work shall be completed by November 2,2026
3. Weather-related shutdowns will be approved by the County.
4. The successful bidder shall proceed diligently in obtaining the necessary bonds and in executing the contract so work can begin at the earliest possible time.
5. A Pre-Construction conference will be scheduled following the award to coordinate construction scheduling. The successful contractor shall have a proposed construction schedule developed prior to the conference.
6. The work in this proposal will be as directed by the County. The County will hire a consultant who will provide an EIC "Engineer in Charge" assigned to the project who will be on site at all times during construction.
7. Due to the importance and complexity of the project, the Contractor is urged to visit the site before preparing bids.
8. After completion of work, before final payment is made, a certificate will be required from the Contractor that all labor and subcontractors have been paid in full.
9. All applicable New York State and Federal labor laws, rules and regulations shall be adhered to.
10. Permits (if required) for this work are included in Section 3 – Supplemental Information.

SPONSOR ADVERTISEMENT

Notice is hereby given, pursuant to Section 103 of the General Municipal Law of the State of New York, Chenango County will be accepting sealed bids for:

PIN 9755.10/ D041666. - Chenango County Bridge Maintenance (2025 & 2026)

BIN 3350360 - County Road 32 over Wheeler Brook, Town of Greene

BIN 3350640 – Lyon Brook Road over Lyon Brook, Town of Oxford

The Owner is Chenango County, and the work sites are located in the Towns of Greene and Oxford, Chenango County.

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

Bridge Cleaning and Painting and Structural Steel Repairs

This is a Federal Aid Project and NYSDOT Standard Specifications, officially finalized and adopted on May 1, 2026 as posted on the New York State Department of Transportation's website must be followed by the successful bidder.

There are no DBE, M/WBE or SDVOB goals for this project.

The EEO Employment goals for this project are: 1.1% Minority Employment Goal and 6.9% Women Employment Goal

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

The contractor shall be registered with the NYSDOL prior to letting.

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.

PDF's of the Contract Documents, including Invitation to Bidders, Instructions to Bidders, Wage Rates, Bid Documents, Agreement, Special Notes, Specifications, Contract Drawings, and any Addenda, may be downloaded at no cost by accessing McFarland Johnson's Bid Portal at <https://bidportal.mjinc.com/bidportal/index> under the project name:

PIN 9755.10/ D041666- Chenango County Bridge Maintenance (2025 & 2026)

Contractors will be required to register/sign in and are responsible for checking the above website for all project updates including Addenda.

The successful bidder will be promptly notified and must be prepared to enter into a contract for the services requested in conformity with the information in the proposal.

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

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

Addenda will be sent from the McFarland Johnson Bid Portal to Bidders listed on the official Plan Holders List. Bidders must acknowledge receipt of all Addenda by signing and dating each Addendum and the Acknowledgement of Receipt of Addenda, Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under this Bid submittal. All Addenda issued shall become part of the Contract Documents.

Questions regarding the Contract Documents should be directed to Joe Mieczkowski, P.E., McFarland Johnson either through email at: jmieczkowski@mjinc.com or by telephone at 607-584-6915. Bidders shall promptly notify McFarland Johnson of any errors, omissions, conflicts or ambiguity within the Contract Documents within 7 days of bid opening.

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

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

Bids to be considered must be received in a sealed envelope at the Chenango County Department of Public Works, 79 Rexford Street, Norwich, New York, 13815 by 10:00 AM., local time, on June 29, 2026, at which time they will be publicly opened and read aloud. Bids received after the above noted time will not be accepted. All sealed envelopes should be clearly labeled:

PIN 9755.10/ D041666 - Chenango County Bridge Maintenance (2025 & 2026)

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.

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

All work shall be fully completed within 42 calendar days after issuance of notice to proceed. All work shall be completed by November 2, 2026.

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

Owners Contact

Kevin Trammel, PE, Senior Engineer
Chenango County
ktrammel@chenangocountyny.gov
(607) 337-1714

Engineer's Contact

Joe Mieczkowski, PE, Project Manager
McFarland Johnson, Inc.
jmieczkowski@mjinc.com
(607) 584 6915

PROJECT TITLE SHEET

**Chenango County
New York**

**PIN: 9755.10
D041666
COUNTY(IES): Chenango**

FEDERAL AID PROJECT

Proposal Description: Chenango County Bridge Maintenance Phase 5 (2025 & 2026)

Completion Date: 11/02/2026

Questions During Bidding: No interpretation of the meaning of the plans, specifications or other contract documents will be made to any bidder orally.

Addenda to Bid Documents: Addenda to the Bid Documents will be sent from the McFarland Johnson Bid Portal to bidders on the Plan Holders list.

FEDERAL REQUIREMENTS

1. This is a federal-aid contract subject to the approval of the Federal Highway Administration (FHWA) and the New York State Department of Transportation (NYSDOT).
2. Federal Contract Requirements are contained in the contract documents.
3. The BUY AMERICA provisions in Section 106-11 of the NYSDOT Standard Specifications apply to this contract.
4. Whenever local and/or New York State requirements differ from Federal requirements, the Federal requirements will prevail.
5. There are no residence, geographical restrictions, or preferences contained in this contract.
6. There are no DBE, MBE, WBE or SDVOB requirements or preferences contained in this contract.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS

1. The NYSDOT Standard Specifications May 1, 2026, as amended, govern work performed under this contract. This shall include Sections 100 through 799, inclusive.
2. The low bidder must have an approved New York State Uniform Contracting Questionnaire (CCA-2 Form) on file with NYSDOT prior to an award being made. The CCA-2 form is available online at <https://www.dot.ny.gov/bids-and-lettings/construction-contractors/general-info> or by calling the NYSDOT Office of Contract Management at (518) 457-1564.

SECTION 1 – CONTRACTOR’S BID PACKAGE CONTENTS

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 a commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

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

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

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

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

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

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

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

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

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

1. By submission of this bid:

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

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

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

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

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

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

NON-COLLUSIVE BIDDING CERTIFICATION (2 CFR 1200)

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

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

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

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

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

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

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

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

NEW YORK STATE OFFICE OF THE INSPECTOR GENERAL HOTLINE

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

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

GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION

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

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

(45 FR 65976 – 10/3/1980)

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

(43 FR 14888 – 4/7/1978)

GOAL FOR PARTICIPATION OF WOMEN

The goal for the participation of women is 6.9%.

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

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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

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

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

ATTACHMENTS

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

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

I. GENERAL

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

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

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

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

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

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

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

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

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

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S.

Department of Labor (US DOL) and FHWA requirements.

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

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

b. The contractor will accept as its operating policy the following statement:

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

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

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

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

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and

women in the area from which the project work force would normally be derived.

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

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

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

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

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

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

to determine any evidence of discriminatory wage practices.

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities:

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

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

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

10. Assurances Required:

DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this

contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on

a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

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

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

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

- (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

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

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

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is used in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

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

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at

<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original

handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension

of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they

perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in

the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of

lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist,

harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any

violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section. * \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of

whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

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

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate,

threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring

leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the

contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29

CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be

performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may

direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier

participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective

participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly

enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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

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

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

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

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that

all such recipients shall certify and disclose accordingly.

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

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on

which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

APPENDIX 12-1A

CONSTRUCTION CONTRACT REQUIREMENTS FILLABLE FORMS

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

**NON-COLLUSIVE BIDDING CERTIFICATION
BIDDER INFORMATION**

Bidder to provide information listed below:

Bidder Address:

Street or P. O. Box No.

City

State

ZIP

Federal Identification No.:

Name of Contact Person:

Phone # of Contact Person:

If Bidder is a Corporation:

President's Name & Address:

Secretary's Name & Address:

Treasurer's Name & Address:

If Bidder is a Partnership:

Partner's Name & Address:

Partner's Name & Address:

If Bidder is a Sole Proprietorship:

Owner's Name & Address:

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

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual of Entity Seeking to Enter into the Procurement Contract:

Address:

Name and Title of Person Submitting this Form:

Contract Procurement Number:

Date:

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

NO YES

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law § 139-j?

NO YES

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

NO YES

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity:

Date of Finding of Non-Responsibility:

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary.)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

NO YES

6. If yes, please provide details below.

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:

(Add additional pages as necessary.)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date:

Signature

Name:

Title:

COMBINED CERTIFICATION FORM

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents including all amendments, at the prices bid; subject to the Changed Conditions provisions if applicable,
2. Accompany this proposal with a bid bond, certified check or bank cashier's check for the specified amount of deposit required,
3. All the terms and conditions of the non-collusive bidding certifications required by §139-d of the State Finance Law and 2 CFR Part 1200,
4. Certify, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions or civil judgments required by FHWA Form 1273 Required Contract Provisions Federal-Aid Construction Contracts-Section X "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion",
5. Certify that no Federal appropriated funds have been paid or will be paid, to any person for lobbying a Federal official or employee, or disclosure was made in accordance with 31 USC 1352 required by FHWA Form 1273 Required Contract Provisions Federal-Aid Construction Contracts-Section XI "Certification Regarding Use of Contract Funds for Lobbying",
6. Attest that its performance of the services outlined in this proposal does not and will not create a conflict of interest with nor position the firm to breach any other contract currently in force with the State of New York,
7. Certify that it understands the prohibitions under the Federal False Claims Act (31 USC §3729) and the New York State False Claims Act (NYS Finance Law Article 13),
8. Certify that all information provided to the Department with respect to the requirements contained in the Procurement Lobbying Law (State Finance Laws §139-j and §139-k) is complete, true and accurate,
9. Affirm, under penalty of perjury, that all the responses provided to the Department with respect to its submitted Form CCA-2 New York State Vendor Responsibility Questionnaire For-Profit Construction, are complete, true, and accurate, and further affirms and acknowledges that it must remain a responsible Contractor throughout the duration of the contract, in accordance with §105-05 Vendor Responsibility,
10. Provide commitments to meet the established DBE goal(s) prior to award or demonstrate good faith efforts to do so,
11. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law.

12. Certify to all other clauses required by this proposal and contained herein.

Dated _____, 20____

Legal Name of person, firm or corporation

By _____
Signature (Title)

(Acknowledgment by Individual Contractor)

STATE OF NEW YORK _____)
COUNTY OF _____) SS:

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

Notary Public

(Acknowledgment by Individual Contractor, If a Corporation)

STATE OF NEW YORK _____)
COUNTY OF _____) SS:

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

Notary Public

(Acknowledgment of Co-Partnership Contractor)

STATE OF NEW YORK _____)
COUNTY OF _____) SS:

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

Notary Public

CHENANGO COUNTY DEPARTMENT OF PUBLIC WORKS

SEXUAL HARASSMENT CERTIFICATION

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 two hundred one-g of the labor law.

Such certification is consistent with the requirements of New York State Finance Law Section 139-L, which provides that **a bid shall not be considered for award nor shall any award be made to a bidder who has not completed this certification**; provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state at the time of bid submission and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

By signing below, this bid shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation.

Under penalty of perjury, by signing below, I submit this bid on behalf of the firm, and certify that the firm 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.

Dated _____

VENDOR

SIGNATURE OF REPRESENTATIVE

ADDRESS

CITY/STATE/ZIP

TELEPHONE NUMBER (INCLUDE AREA CODE)

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

APPENDIX 2-S IRAN DIVESTMENT ACT

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

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

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

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

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

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public

Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual

employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions,

seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

STANDARD PROVISIONS FOR ALL
CHENANGO COUNTY CONTRACTS

The parties to the attached contract, license, lease, amendment, or other agreement of any kind (hereinafter "the Contract" or "this Contract") further agree to be bound by the following, which is hereby made a part of the Contract. The term "COUNTY" wherever used herein shall be deemed to mean the COUNTY of Chenango. The term "CONTRACTOR" wherever used herein shall be deemed to mean the entity contracting with the COUNTY:

1. NONDISCRIMINATION REQUIREMENTS. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, neither party shall discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.
2. INDEPENDENT CONTRACTOR. The relationship of the COUNTY to CONTRACTOR shall be that of independent contract. The CONTRACTOR in accordance with its status as an independent CONTRACTOR, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be an officer, employee or agent of the COUNTY by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer, employee or agent of the COUNTY including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credits, or unemployment insurance benefits.
3. INDEMNIFICATION. The CONTRACTOR shall indemnify, save and hold harmless the COUNTY from any and all liability for anything and everything whatsoever arising from loss or damage from performance by the CONTRACTOR.
4. NON-ASSIGNMENT. The CONTRACTOR shall not assign or transfer the Contract, nor subcontract, any part thereof, or any interest therein without first receiving written approval from the COUNTY.
5. RECORD KEEPING REQUIREMENTS. The CONTRACTOR shall keep and maintain efficient, complete books and records concerning any and all costs incurred in the performance of this Contract. Such books and records shall be kept available for examination by qualified personnel of the COUNTY at all reasonable times and places during the period of execution of the Contract and for six (6) years from the date of final payment hereunder.
6. EXECUTORY CLAUSE. The COUNTY shall have no liability under this contract to the CONTRACTOR or to anyone else beyond funds appropriated and available for this Contract at the time when one or more payments are due hereunder.
7. ENTIRE AGREEMENT. It is understood that this Contract, including this Appendix, represents the entire Contract of the parties hereto; that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence thereof shall be executed by both parties hereto; provided, however, that each and every provision of law and clauses required by law to be inserted in this Contract shall be deemed to have been inserted herein, and if through mistake or otherwise, such provision is not inserted, then upon the application of either party, this Contract shall be amended forthwith to make such insertion.
8. SUCCESSOR AND ASSIGNS. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

9. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily mandated) but must, instead, be heard in a court of competent jurisdiction of the State of New York, with venue in Chenango COUNTY.
10. WORKERS' COMPENSATION BENEFIT. This Contract shall be void and of no force and effect unless the CONTRACTOR shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
11. CONFLICTING TERMS. In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
12. GOVERNING LAW; SEVERABILITY. This Contract shall be governed by and construed in accordance with the laws of the State of New York. This Contract shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Contract or any part of it. In case any one or more of the provision of this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such provisions had never been contained herein.
13. COMPLIANCE. The CONTRACTOR shall comply with all existing and future federal, state and municipal laws, ordinances and regulations pertaining to the subject matter hereof. The CONTRACTOR represents to the COUNTY that the CONTRACTOR has obtained all approvals required by law for its execution and performance of this Contract, and that this Contract is a binding obligation of the CONTRACTOR, enforceable in accordance with its terms.
14. INSURANCE COVERAGE. The CONTRACTOR shall secure and maintain in force during the term of this agreement, Workers' Compensation Insurance Coverage on its employees, including Employer's Liability Coverage as required by New York State law; Comprehensive or General Liability Insurance with a combined single limit of not less than \$1,000,000.00.
15. TAX IDENTIFICATION NUMBERS. All invoices or Chenango County standard vouchers submitted for payment under this Contract must include the payee's Federal Tax Identification Number or, if an individual, a Social Security Number. Failure to include the same may delay or prohibit payment as the same is required by the Internal Revenue Service under its backup withholding provisions.
16. LABOR LAW COMPLIANCE. If this is a public work contract covered by Article 8 of the Labor Law neither Contractor's employees nor the employees of its subcontractor's, if any, may be required or permitted to work more than the number of hours or days stated in applicable statutes, except as provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors, if any, must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates or overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

BID BOND

BIDDER IS TO ATTACH 5% CERTIFIED CHECK OR BID BOND
(payable to the "Chenango County")
AND CONSENT OF SURETY TO THIS SHEET

If a Corporation

Name	Address
_____, President	_____
_____, Secretary	_____
_____, Treasurer	_____

If a Firm

Name of Members	Address
_____,	_____
_____,	_____
_____,	_____

PERFORMANCE BOND

1. Know ALL Men By These Presents, That we (hereinafter called the "Principal")

_____ of _____
_____ of _____
_____ of _____

and

of

(hereinafter called the "Surety") are held and firmly bound unto Chenango County of the State of New York in the full and

just sum of

Dollars () good and lawful money of the United States of America, to the payment of which said sum of money, well and truly to be made and done, the said Principal binds himself, his heirs, executors, administrators or assigns and the said SURETY binds itself, its successors or assigns, jointly and severally, firmly by these presents.

2. Signed, sealed and dated this day of , 20__ .

3. Whereas, said Principal has entered into a certain written contract bearing date on the day of , 20__, with the **Chenango County** for **the Chenango County Bridge Maintenance (2025 & 2026) Project** in **Chenango County**, New York.

Now, therefore, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the said Principal shall well, truly and faithfully perform the work in accordance with the terms of the contract, and with the plans and specifications, and will commence and complete the work within the time prescribed in the contract, on his part to be kept and performed according to the terms and tenor of said contract, and shall protect the said Chenango County against, and pay any excess of cost as provided in said contract, and all amounts, damages, costs, and judgments which may be recovered against said County or its officers or agents or which the said County may be called upon to pay to any person or corporation by reason of any damages, direct or indirect, arising or growing out of the doing of said work, or suffered or claimed on account of said construction or improvement during the time thereof and until the final completion and acceptance of the work, or the manner of doing the same, or the neglect of the said Principal, or its agents or servants, or from any other cause, then this obligation shall be null and void, otherwise to remain in full force and virtue.

The surety hereto agrees that in case the said contract is forfeited by the Principal hereto in the manner provided in the contract and the Principal fails to deposit to the credit of Chenango County, the excess cost of completing the work occasioned by the failure of the Contractor, then and in that case the surety will within ten days from the date of notice by Chenango County of the amount of such excess cost deposit to the credit of said Chenango County such sum of money as the said Chenango County certifies to the surety as being the excess above the funds remaining available for this contract, free from all liens and encumbrances in the hands of Chenango County.

And the said SURETY hereby stipulates and agrees that no change, extension, alteration, deduction or addition in or to the terms of said contract or the plans or specifications accompanying the same, shall in any wise affect the obligation of said Surety on this bond.

(Corporate seal
of principal
if a corporation) _____ L. S.)
Principal _____)
_____ L. S.)
_____)
_____ L. S.)

(Corporate seal
of surety) _____ L. S.)
_____) Surety
_____)
_____ L. S.)

By _____

(Acknowledgment by Surety Company.)

STATE OF NEW YORK)
)ss.:
Town of)

On this day of , 20 , before me personally came to me known, who being by me duly sworn, did depose and say that he resides in , that he is the , of the

, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Sworn before me this day of ,20 .

(Signature of party making affidavit)

(seal)

(Notary Public)

(The Surety Company must append statement of its financial condition and a copy of the resolution authorizing the execution of Bonds by officers of the Company.)

LABOR AND MATERIAL BOND

Know ALL Men By These Presents, That we (hereinafter called the "Principal")

_____ of _____
_____ of _____
_____ of _____

and

of
(hereinafter called the "Surety") are held and firmly bound unto Chenango County of the State of New York in the full and just sum of _____ Dollars () good and lawful money of the United States of America, to the payment of which said sum of money, well and truly to be made and done, the said Principal binds himself, his heirs, executors, administrators or assigns and the said SURETY binds itself, its successors or assigns, jointly and severally, firmly by those presents.

Signed, sealed and dated this _____ day of _____, 20____.

Whereas, said Principal has entered into a certain written contract bearing date on the _____ day of _____, 20____, with Chenango County for the **Chenango County Bridge Maintenance (2025 & 2026) Project**, in Chenango County, New York.

Whereas, Section 137 of the State Finance Law requires this bond guaranteeing prompt payment of monies due to all persons supplying the contractor or a subcontractor with labor and materials employed and used in carrying out the contract, which bond shall insure to the benefit of the persons supplying such labor and materials.

Now, therefore, THE CONDITION OF THIS OBLIGATION IS SUCH that if the said Principal shall well, truly and faithfully perform the work in accordance with the terms of the contract and with the plans and specifications, and will commence and complete the work within the time prescribed in the contract, on his part to be kept and performed according to the terms and tenor of said contract, and shall protect the said Chenango County against, and pay any excess of cost as provided in said contract, and all amounts, damages, costs, and judgments which may be recovered against said County or its officers or agents or which the said County may be called upon to pay to any person or corporation by reason of any damages, direct or indirect, arising or growing out of the doing of said work, or suffered or claimed on account of said construction or improvement during the time thereof and until the final completion and acceptance of the work, or the manner of doing the same, or the neglect of the said Principal, or his agents or servants, or the improper performance of the said work by the said Principal, or his agents or servants, or from any other cause, then this obligation shall be null and void, otherwise to remain in full force and virtue.

The surety hereto agrees that in case the said contract is forfeited by the Principal hereto in the manner provided in the contract and the Principal fails to deposit to the credit of Chenango County, the excess cost of completing the work occasioned by the failure of the Contractor, then and in that case the surety will within ten days from the date of notice by Chenango County of the amount of such excess cost deposit to the credit of said Chenango County such sum of money as the said Chenango County certifies to the surety as being the excess above the funds remaining available for this contract, free from all liens and encumbrances in the hands of Chenango County.

And the said SURETY hereby stipulates and agrees that no change, extension, alteration, deduction or addition in or to the terms of said contract or the plans or specifications accompanying the same, shall in any wise affect the obligation of said Surety on this bond.

(Corporate seal
of principal if
a corporation)

)Principal

L. S.)

L. S.)

L. S.)

(Corporate seal
of Surety)

L. S.)

) Surety

)

ITEMIZED BID PROPOSAL

Name of Bidder: _____
(Bidder to Insert Name)

PIN 9755.10/D041666- Chenango County Bridge Maintenance (2025 & 2026)
BIN 3350360 - County Road 32 over Wheeler Brook, Town of Greene
BIN 3350640 – Lyon Brook Road over Lyon Brook, Town of Oxford

In submitting this bid the undersigned declares that he/she is or they are the only person or persons interested in the said bid; that it is made without any connection with any person or persons interested in the said bid; that it is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the State or County, or any person in the employ of the State or County is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

The undersigned also hereby declares that he/she has or they have carefully examined the plans, specifications and form of contract, and personally inspected the actual location of the work together with the local sources of supply, is satisfied as to all the quantities and conditions, and understands that in signing this proposal, waives all rights to plead any misunderstanding regarding the same.

The undersigned further understands and agrees to furnish and provide for the respective item bid all the necessary material, machinery, implements, tools, labor, services, etc., and to do and perform all the work necessary under the aforesaid conditions to complete the improvement of the aforementioned highway in accordance with the plans and specifications for said improvement, which plans and specifications it is agreed are a part of this proposal, and to accept in full compensation therefore the amount of the summation of the products of the approximate quantities multiplied by the unit prices bid. This summation will hereinafter be referred to as the gross sum bid.

The undersigned further agrees to accept the aforesaid "unit bid" prices in compensation for any additions or reductions caused by variation in quantities due to more accurate measurement, or by any changes or alterations in the plans or specifications of the work.

This contract is comprised of a Base Bid and no Bid Alternates. Bidders must provide prices for all items.

BASE BID WRITTEN: _____

BASE BID FIGURES: _____

ADDENDA: The undersigned hereby acknowledges receipt of the following Addenda:

Addendum #	Date

BASE BID

Brought Forward \$ _____

ITEM NO.	ITEM DESCRIPTION	QUANTITY/ UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
570.100001	ENVIRONMENTAL WATERWAY PROTECTION	1 / LS	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
570.100002	ENVIRONMENTAL WATERWAY PROTECTION	1 / LS	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
570.150001	CLASS A CONTAINMENT FOR PAINT REMOVAL	1 / LS	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
570.150002	CLASS A CONTAINMENT FOR PAINT REMOVAL	1 / LS	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
571.03	DISPOSAL OF HAZARDOUS PAINT WASTE CONTAINING LEAD	1925 / LB	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
571.04	DISPOSAL OF NON-HAZARDOUS INDUSTRIAL SOLID PAINT WASTE	1200 / LB	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
573.010001	STRUCTURAL STEEL PAINTING FIELD APPLIED, TOTAL REMOVAL	1 / LS	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		

Page Total \$ _____

Carry Forward \$ _____

BASE BID

Brought Forward \$ _____

ITEM NO.	ITEM DESCRIPTION	QUANTITY/ UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
573.010002	STRUCTURAL STEEL PAINTING FIELD APPLIED, TOTAL REMOVAL	1 / LS	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
610.1605	Turf Establishment Performance	70 / SY	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
619.01	BASIC WORK ZONE TRAFFIC CONTROL	1 / LS	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
619.130201	Temporary Traffic Signals- Portable Traffic Signal System	1 / ELOC	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
697.030000BM	Field Change Payment	17250 / DC	_____ Dollars	\$1	\$17,250
			And _____ Cents		
698.05	FUEL PRICE ADJUSTMENT	200 / DC	Fixed Price: See Specification and Subsection 102-04	\$1	\$200
698.06	STEEL/IRON PRICE ADJUSTMENT	200 / DC	Fixed Price: See Specification and Subsection 102-04	\$1	\$200

Page Total \$ _____

Carry Forward \$ _____

BASE BID

Brought Forward \$ _____

ITEM NO.	ITEM DESCRIPTION	QUANTITY/ UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
Subtotal Brought Forward:					\$ _____
699.040001	MOBILIZATION (Must Not Exceed 4% of Subtotal)	1 / LS	_____ Dollars	\$ _____	\$ _____
			And _____	Cents	
TOTAL SUM BID			_____ Dollars	\$ _____	
			And _____	Cents	

Page Total \$ _____

Carry Forward \$ _____

NYS DOL PREVAILING WAGE RATE CONFIRMATION

PRC# 2026008310

By signing this document and returning it with our bid proposal, we confirm that we are in receipt of a complete paper copy of the Prevailing Wage Rate schedule associated with the above referenced PRC # and that we have registered with the NYS DOL Public Work Contractor and Subcontractor Registry. We understand that all work performed on this project is subject to these rates and agree that compensation will be made accordingly.

Company Name _____

Signed _____

Date _____

Printed Name _____

Title _____

SECTION 2 – REQUIRED CONTRACT PROVISIONS

DBE/MBE/WBE/SDVOB PARTICIPATION GOALS

The following participation goal(s) have been established for this contract, expressed as a percentage of the total contract bid amount. Enforcement of the DBE subcontracting requirements is currently suspended by an interim Federal Rule regarding the DBE program that was issued on October 3, 2025, by USDOT.

The DBE program applies to Federal Aid Contracts; the MBE, WBE, and SDVOB programs apply to Non-Federal-Aid Contracts. For more information see NYS Standard Specifications §102-12.

Disadvantaged Business Enterprise (DBE) Goal = 0% (Federal-Aid Only)

Minority Business Enterprise (MBE) Goal = 0% (Non-Federal-Aid Only)

Women's Business Enterprise (WBE) Goal = 0% (Non-Federal-Aid Only)

Service-Disabled Veteran owned Business Goal (SDVOB) = 0 % (Non-Federal-Aid Only)

Directories

The NYSUCP DBE Directory is located at: <https://nysucp.newnycontracts.com/>

The NYS M/WBE Directory is located at: <https://ny.newnycontracts.com/>

The NYS SDVOB Directory is located at: <https://online.ogs.ny.gov/SDVOB/search>

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

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

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex, national origin, and/or disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**SECTION 3 – SUPPLEMENTAL INFORMATION AVAILABLE TO
BIDDERS**

SUPPLEMENTAL INFORMATION AVAILABLE TO BIDDERS

The list below indicates information that is available at the Office having jurisdiction for this project, as identified in the advertisement for bids, for inspection and review prior to the letting date.

The bidder's signature on this proposal certifies that they have made themselves aware of the availability, for their inspection and review prior to the letting date, of the information indicated below:

Available	Not Available	Information
	X	Utility Estimate Sheets with Names of Utility Officials
	X	Right of Way Plan (Only at Property Acquisitions)
	X	Earthwork Cross Section Sheets
	X	Earthwork Sheets
	X	Drainage Estimate Sheets
	X	Sign Face Layouts
	X	Logs of Subsurface Exploration
	X	Tabulated Results of Probing
	X	Tabulated Depth of Bed Rock
	X	Logs Showing Laboratory Description of Soil Samples
	X	Laboratory Test Data from Soil Samples
	X	Rock Outcrop Maps
	X	Granular Materials Resources Survey Reports
	X	Terrain Reconnaissance Reports
	X	Subsurface Data Obtained from Sources Outside the Department
	X	Granular Material Sources Report
	X	Rock Cores (Available for Inspection)
X		Record Plans (Inspection Sketches)
X		Special Reports or Other Information (Identify Below) <ul style="list-style-type: none"> • Limited Hazardous Material Survey (Asbestos and Lead)

SECTION 4 – SPECIAL NOTES

GENERAL

All work, materials, and construction methods contemplated under this contract are to be covered by and in conformity with the New York State Standard Specifications effective May 1, 2026, with current additions and modifications, except as modified by these plans and in the itemized proposal.

DEFINITIONS

EIC – Engineer in Charge during construction (Representative for Chenango County)

MUTCD – National Manual on Uniform Traffic Control Devices with the NY State Supplement

AOBE – As Ordered by Engineer

In general, Chenango County replaces the NYSDOT as lead agency for overseeing and accepting construction. Where reference is made to New York State, State Department of Transportation, Commissioner, etc., the appropriate Chenango County department or official shall be substituted.

Should any questions arise regarding responsibilities relating to the inspection/review of fabricated or constructed materials, please contact the EIC for clarification or direction.

CONTRACT QUANTITIES

Bidders are advised that the estimate of quantities for the various items of work are an estimate based on assumed conditions and are a reflection of that work which is anticipated to be completed. These quantities are given solely for use as a uniform basis for comparison of bids and are not to be considered as guaranteed amounts for the contract. The quantities actually required to complete the contract work may be more or less than estimated. Chenango County reserves the right, at any time during the progress of the work, to alter the plans or omit any portion of the work as it may deem necessary for the public interest; making allowances for additions and deductions with compensation made in accordance with Standard Specifications.

STREAM PROTECTION

Every reasonable effort shall be used to keep any foreign material from falling off the bridge into streams during construction.

NOTIFICATION

The Contractor shall notify the Engineer-In-Charge (EIC) at least five (5) weeks in advance of the start of construction. The Contractor shall submit a construction schedule for that work to the engineer.

CONTRACTOR PERIOD AND TIME LIMITATIONS

All work shall be fully completed within 42 calendar days after issuance of notice to proceed. The contractor is expected to complete all work in a timely fashion. It is expected that once the contractor mobilizes onto the site, he/she will have a continual presence to complete the project, weather permitting.

Substantial Completion shall be defined as having completed all required work items necessary for opening the new bridge and roadways to public vehicle use and having roadways unobstructed by project vehicles and machinery. Completed items shall include all bridge and highway items.

Final Completion shall be defined as having completed all remaining work items and punch list items including, but not limited to, disturbed area turf reestablishment and removal of temporary erosion control measures. At final completion the contractor shall be demobilized of all equipment and material presence from the project site area. All work shall be completed by November 2, 2026.

FAILURE TO COMPLETE WORK ON TIME

For each calendar day that any work shall remain incomplete past the time period allowed for the contract, liquidated damages based on Section 108-03 of the Standard Specifications effective May 1, 2026, with current additions and modifications, will be deducted from any money due the Contractor.

COORDINATION WITH UTILITIES

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

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

Prior to the commencement of construction, the Contractor shall meet with all the known public and private utility companies occupying the work site. The Contractor shall, at this meeting, inform the utility companies of his/her schedule of operations and so coordinate his/her work with these companies.

The Contractor specifically agrees that he/she has included in his/her unit prices and lump sum

prices bid for the various items of the contract any additional cost of doing the work under this contract because of the fact that he/she may not have a clear site for the work and because of interference of roadway use by the utilities, and the necessary or desirability of opening certain sections of pavement to traffic before the entire work is completed.

The Contractor shall protect utility property from construction operations.

Utility relocations are **not** required for this project. All utilities shall be protected and supported by the contractor during construction.

PRECAUTIONARY MEASURES

At all times, the work area shall be secured to ensure that no accidents occur. The roadway will be open to through traffic for the duration of the project. Access shall be provided to all landowners adjacent to the project. The Contractor shall maintain traffic control devices for the duration of the project to ensure that the site is secure, and the signs are clean and visible.

EMERGENCY CONTACT PERSON

The Contractor shall designate someone to be available to respond to emergency calls. The name of the person and the telephone number at which he/she can be reached at any time shall be given to the Engineer, and all police agencies in the area. Such persons shall have full authority and capability to mobilize forces promptly as required to respond to an emergency and protect the public.

At all times during construction, the Contractor must provide safe and convenient emergency access to the properties adjacent to the project.

CONSTRUCTION PERMITS/DISPOSAL SITES

The Contractor shall give all necessary notices, obtain all permits, other than those obtained by Chenango County and pay all legal fees encountered in the work. He/she shall comply with all public agency laws, ordinances or regulations of the State of New York and all local agencies having jurisdiction over work of this nature. Where a conflict occurs, these shall take precedence over any requirements of these specifications. This, however, shall not be interpreted as permitting the use of materials, equipment or work procedures inferior to those specified.

It is the Contractor's responsibility to obtain all permits and disposal sites necessary to allow him/her to complete the work. Copies of all permits are to be given to the Engineer-in-Charge. All costs for this work shall be included under the various contract pay items of this project. No material shall be disposed of in the floodplain. Any and all disposal sites shall be approved by the EIC.

ENVIRONMENTAL PERMITS

There are no permits required for this project.

OTHER CONTRACTORS IN THE PROJECT AREA

The Contractor's attention is directed to the fact that because of possible work on other contracts within the limits of this contract, he/she may not have exclusive occupancy of the territory within the limits of the contract. The provisions of subsection 102-03 of the Standard Specifications as amended, shall apply.

CONSTRUCTION NOISE CONTROL

The Contractor shall be required to effectively control highway construction noise at all times. Control will be accomplished, but not limited to, the following:

- The Contractor shall comply with all federal, state, and local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to this project.
- Prolonged idling of noisy equipment, which is not in use, shall be prohibited.
- Equipment shall be properly maintained to insure that the operational noise is kept to a minimum.
- Conducting truck loading, unloading, and hauling such that noise is kept to a minimum. Actual routing of construction equipment shall be via streets that will cause the least disturbance to area residents.

An internal combustion engine, used for any purpose on the project or related to the project, shall be equipped with a properly operating muffler of the type recommended by the manufacturer. No internal combustion engine shall be operated at the project without said muffler.

REPORTING OF SPILLS, DISCHARGES AND/OR CONTAMINATED SOILS

The Contractor shall be responsible for reporting any findings of spills, leaks of petroleum products, contaminated soils, buried drums of unknown substances, or any other potentially hazardous materials to the NYSDEC within two (2) hours of the discovery. Notification must be made by calling NYSDEC – hotline number – (518) 457-7362 or (800) 457-7362.

EROSION PROTECTION

The Contractor's attention is directed to the need for proper and early erosion control measures.

TRAFFIC CONTROL PLAN

The roadway shall be open to traffic for the duration of the project. The Contractor shall ensure that traffic control measures are in place at all times in accordance with NYSDOT Specifications.

- Alternating one-way traffic will be allowed at all times during construction at CR 32 over Wheeler Brook (BIN 3350360) in accordance with NYSDOT Specifications. Complete closure is not allowed. Cost for all work associated with providing work zone traffic control shall be included in Item 619.01.
- Alternating one-way traffic will be allowed only during work hours at Lyon Brook Road over Lyon Brook (BIN 3350640) in accordance with NYSDOT Specifications. Complete closure is not allowed. An off-site staging area approximately 4.5 miles from the Lyon Brook site located on County ROW just north of the intersection between CR 32 and Dan Martin Road can be used by the contractor for equipment storage.

Emergency traffic shall be accommodated through the work zones at all times during the project.

Contractor shall submit a Work Zone Traffic Control plan for each bridge. Cost for Work Zone Traffic Control plans shall be included in the bid price for item 619.01.

EXISTING VEGETATION

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

ARCHEOLOGICAL SALVAGE

It is the national policy to have preserved for public use historical and prehistoric sites, buildings, and objects of national significance for the benefit of the People of the United States. Indian remains, artifacts or ruins come within this policy.

Whenever, during the course of construction, historical ruins or objects are encountered, such objects will not be destroyed or moved. Work will be rescheduled to avoid disturbing such areas and the Engineer-In-Charge of the project will be notified immediately.

EXISTING ROADS

Existing roads (public and/or private) used for the hauling of materials or equipment shall be kept free from debris and maintained by the Contractor and left in a condition satisfactory to the Engineer-in-Charge. The Contractor is warned that he/she shall be held responsible for any damage to existing roads caused by the operation of his equipment, and that adequate

repairs for such damage shall be required at his/her expense.

SPECIALTY ITEMS

The Contractor shall perform with its own organization contract work amounting to not less than 50 percent of the original total contract bid price, except that any items designated by Chenango County as Specialty Item(s) may be performed by subcontract and the amount of any such Specialty Items(s) so performed may be deducted from the original total contract bid price before computing the amount of work required to be performed by the Contractor with its own organization.

The following items are designated as specialty items: NA

SHOP DRAWINGS

The Contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the Contract Documents. All shop drawing submittals shall be made in electronic format. The EIC shall promptly review all shop drawings, the contract specifications and drawing requirements must be followed, and are not waived or superseded in any way by anything appearing in the submittal. The review of any shop drawing which deviates from the requirements of the Contract Documents shall be evidenced by a change order.

When submitted for the EIC review, shop drawings shall bear the Contractors' certification that he/she has reviewed, checked, and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents

Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been reviewed by the EIC. A copy of each shop drawing and/or sample shall be kept in good order by the Contractor at the site and shall be available to the EIC throughout the duration of the project.

CONSTRUCTION SAFETY AND HEALTH TRAINING

The Contractor shall ensure that all laborers, workers and mechanics employed in the performance of the contract, either by the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the US Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration. Contractor shall submit documentation confirming certification along with first payment request.

COMPETENCY & CHARACTER OF EMPLOYEES

The Contractor shall employ only competent and skillful persons to perform the work. This provision shall apply equally to common laborers and skilled craftsmen or tradesmen. Whenever the Engineer informs the Contractor that any person employed by the Contractor or one of his/her subcontractors is, in the Engineer's opinion, incompetent, intemperate,

insufficiently skillful, or disorderly, or refuses to carry out the provisions of the Contract, or who uses threatening or abusive language to the Owner, the Engineer, or any authorized representative(s) thereof, such person shall be discharged by the Contractor and shall not again be permitted on the work site without the written consent of the Engineer.

COMPETENCY & CHARACTER OF EMPLOYEES

The Contractor shall employ only competent and skillful persons to perform the work. This provision shall apply equally to common laborers and skilled craftsmen or tradesmen. Whenever the Engineer informs the Contractor that any person employed by the Contractor or one of his/her subcontractors is, in the Engineer's opinion, incompetent, intemperate, insufficiently skillful, or disorderly, or refuses to carry out the provisions of the Contract, or who uses threatening or abusive language to the Owner, the Engineer, or any authorized representative(s) thereof, such person shall be discharged by the Contractor and shall not again be permitted on the work site without the written consent of the Engineer.

SAFETY ON COUNTY AND TOWN ROADS

The highways shall be properly signed at all times. All material, equipment not in use, and employee's cars shall be stored or parked off the edge of the shoulder.

Special attention shall be given to flagging. Flagmen shall be used to control traffic during equipment movement, material deliveries, etc. The safety of the traveling public and the Contractor's employees shall be considered as the highest priority and the Contractor is advised to include in his bid for maintenance and protection of traffic sufficient amounts to take care of any additional labor, material, and equipment needed to properly safeguard both.

All areas utilized by the Contractor and /or his employees for any reason shall, where damaged, be restored by necessary grading, seeding, mulching and/or planting to the satisfaction of the Engineer

INSPECTION AND TESTING

Special emphasis will be given to inspection and testing during this project. All inspection and testing will be performed in accordance with the New York State Department of Transportation Standard Specifications with all addenda thereto along with the policies and procedures of the New York State Department of Transportation.

RETAINAGE

Retainage is not allowed.

OVERTIME DISPENSATION

All bidders, in submitting their bids, should base their bids and Work progression on the assumption that overtime dispensation Pursuant to Article 8 of the New York State Labor Law,

for any workmen, laborers, and mechanics to work more than eight (8) hours in any one calendar day or more than five (5) days in any one (1) week will not be granted for any operation for the contract duration. Subsequent to award, where the contract proposal has imposed specific scheduling and/or phasing requirements or where it is determined by the Project Sponsor to be in the best interest of the public, the Project sponsor may process, for approval by the New York State Department of Labor, requests for overtime dispensation on certain specific operations and, in the event approval is granted, there shall be no adjustment therefore in any bid prices.

MATERIAL CERTIFICATION

The contractor is hereby alerted that no materials will be permitted to be installed in their final position and/or incorporated into the work until the required certifications from the respective materials are submitted to the Engineer and approved.

NYSDOT SAFETY BULLETINS

The Contractor shall pay special attention to the NYSDOT Safety Bulletins found on the NYSDOT website (<https://www.dot.ny.gov/divisions/operating/employee-health-safety>). Safety Bulletins applicable to this project include but are not limited to:

- Silica (Crystalline)
- Abrasive Blasting
- Asbestos
- Eye and Face Protection
- Fall Protection
- Histoplasmosis
- Lead
- Respiratory Protection

STREAM PROTECTION

- There shall be no operation of equipment in the stream.
- Reasonable care shall be used at all times to prevent any foreign material from falling off the bridge into the stream or onto the banks. In the event that something does fall under the bridge, it shall be immediately removed via hand.
- Under no circumstances will cement or other pollutants be allowed to enter the stream.
- The Contractor shall have spill kits on site at all times to mitigate any spilling of petroleum products or other potentially environmentally damaging materials.

STRUCTURAL STEEL REPAIRS

All structural steel repairs shall be completed in accordance with standard Section 564 and 586 of the NYSDOT standard specifications.

See Section 10 for BIN 3350640 for known structural steel repair details prior to cleaning of structural steel by the contractor.

Following cleaning of structural steel at CR 32 over Wheeler Brook (BIN 3350360) and Lyon Brook Road over Lyon Brook (BIN 3350640) the engineer shall inspect the structural steel to confirm the final limits of structural steel repairs necessary.

BRIDGE PAINTING

- **CR 32 over Wheeler Brook (BIN 3350360):**

The structural steel for this bridge shall be completely painted. Finish coat color shall be **Sage Green**, the color shall conform to **Munsell 7.5 GY 5/4**, Viewing shall be done under north standard daylight.

There is approximately 1,925 square feet of painted structural steel on this bridge.

- **Lyon Brook Road over Lyon Brook (BIN 3350640):**

The structural steel and bridge rail for this bridge shall be completely painted. Finish coat color shall be **Sage Green**, the color shall conform to **Munsell 7.5 GY 5/4**, Viewing shall be done under north standard daylight.

There is approximately 1,200 square feet of painted structural steel on this bridge.

PAINTED STEEL AREAS BY BIN

The following steel surfaces shall be painted per standard specification Item 573.01nnnn-Structural Steel Painting Field Applied - Total Removal:

- CR 32 over Wheeler Brook (BIN 3350360): Structural Steel Beams and Diaphragms
- Lyon Brook Road over Lyon Brook (BIN 3350640): Structural Steel Beams and Diaphragms

SERIALIZED ITEMS NUMBERS PER BIN

- **CR 32 over Wheeler Brook (BIN 3350360)**
 - Item 570.090001 – Environmental Ground Protection
 - Item 570.100001 – Environmental Waterway Protection
 - Item 570.150001 – Class A Containment for Paint Removal

- Item 573.010001 – Structural Steel Painting Field Applied, Total Removal
- **Lyon Brook Road over Lyon Brook (BIN 3350640)**
 - Item 570.090002 – Environmental Ground Protection
 - Item 570.100002 – Environmental Waterway Protection
 - Item 570.150002 – Class A Containment for Paint Removal
 - Item 573.010002 – Structural Steel Painting Field Applied, Total Removal

DISPOSAL OF PAINT WASTE

The following paint waste disposal items shall be used:

- **CR 32 over Wheeler Brook (BIN 3350360)** - Item 571.03 – Disposal of Hazardous Paint Waste Containing Lead
- **Lyon Brook Road over Lyon Brook (BIN 3350640)** – Item 571.04 - Disposal of Non-Hazardous Industrial Solid Paint Waste

TREE CUTTING

No trees greater than 2” diameter at breast height shall be cut or trimmed during the course of this project. If it is determined that cutting or trimming of such trees is necessary, contact Larry Cutting, Regional Construction Environmental Coordinator, 607-721-8215.

SPECIAL NOTE
SPOTTED LANTERNFLY (SLF) – GENERAL

The Contractor shall be aware that spotted lanternfly (SLF) is subject to various state regulations, including 1NYCRR, Part 142. It is the Contractor's responsibility to coordinate with the appropriate agencies and comply with state regulation as stated in the NYSDOT Standard Specifications §107 *Legal Relations and Responsibility to Public*.

Contractor staff shall be familiar with the guidance found at the NYS Department of Agriculture & Markets (AGM) website located at <https://agriculture.ny.gov/spottedlanternfly>. Note that the guidance is frequently updated.

The Contractor is encouraged to thoroughly check all vehicles and equipment to be used on this project, by a person familiar with the guidance referenced above for the SLF, including egg masses.

If any SLF life stage (including eggs) are found, the Contractor shall immediately notify the NYS AGM at their website https://agriculture.ny.gov/spotted_lanternfly. The Contractor shall:

- Photo-document the infestation – live insects or egg masses
- Note the location where and date the insect/eggs was found
- Note the person who identified the insect/eggs
- Complete and submit the AGM Spotted Lanternfly Public Report (<https://survey123.arcgis.com/share/a08d60f6522043f5bd04229e00acdd63>)

If NYS AGM is notified by the Contractor of a possible SLF infestation within project limits, the Contractor shall also notify the EIC who will inform the Regional Construction Environmental Coordinator.

An external quarantine that restricts the movement of regulated articles brought into New York from states within the defined SLF external quarantine areas remains in effect. The NYS external quarantine requires certificates of inspection issued from permit holders from the impacted states. New York State's order requires travelers transporting regulated articles to have documentation listing the origin and destination of shipments. The quarantine order also prohibits extended stops (such as loading and unloading) while traveling through the external quarantine areas unless additional inspections are completed and documented.

The Contractor should retain any external quarantine related transport documentation copies for their records and be able to produce to the NYS AGM or New York State Department of Environmental Conservation (NYSDEC), if requested.

SECTION 5 – SPECIAL SPECIFICATIONS

ITEM 697.030000BM - FIELD CHANGE PAYMENT (FCP)

DESCRIPTION

General. The Field Change Payment (FCP) provides a contract contingency allowance for the timely payment of authorized extra work that was completed to fulfill the intent of the contract documents.

Eligible Work.

- A. The following extra work will be eligible for FCP item payments with approval by the Sponsor:
1. Work within the scope of the contract.
 2. Completed additional quantities of existing contract items of work processed as unit bid prices:
Up to 200% of original contract quantity for Minor Items of work. More than 200% of a Minor Item original contract quantity that results in an increase less than \$5,000.00 from the original contract amount. Up to 125% of original contract quantity for Major Items of work.
 3. Completed additional quantities of existing contract items that have exceeded the threshold quantities, but have unit bid prices that are acceptable by comparison to the Weighted Average Awarded Prices or the Average of the Three Lowest Bidders.
 4. Completed additional quantities of existing contract items that have exceeded the threshold quantities, which requires the use of new item numbers, and renegotiated prices that are acceptable by comparison to the Weighted Average Awarded Prices or the Average of the Three Lowest Bidders.
 5. Completed quantities of new contract items of work with Agreed Prices that are acceptable by comparison to the Weighted Average Awarded Prices.
 6. Fuel, Asphalt, or Steel Adjustment items calculated for eligible work completed.
- B. The following extra work will be eligible for FCP item payments with approval by both the Sponsor and the Department:
1. Completed quantities of new contract items of work with Agreed Prices that are acceptable by Price Analysis in conformance to §109-05A.4 Price Analysis.
 2. Completed quantities of extra work done by Force Account by the Contractor and/or the Sub-Contractor in conformance to §109-05B Force Account Work.
 3. Disputed Work in accordance with §105-14 Disputed Work and Dispute Resolution.
 4. Work associated with Value Engineering Change Proposals in accordance with §104-10 Value Engineering Change Proposal (VECP).
 5. Payments associated with Time-Related Provisions in accordance with §108-04 Delay Provisions.
 6. Complete work done by a Service or Services in accordance with §109-05B.3 Service Charges.

ITEM 697.030000BM - FIELD CHANGE PAYMENT (FCP)

MATERIALS

None specified.

CONSTRUCTION DETAILS

None specified.

METHOD OF MEASUREMENT. The unit price shown in the proposal for this item will be considered as the unit price bid and shall not be altered in any manner. Should the amount shown be altered, the figure entered will be disregarded and the original unit price will be used to determine the total amount bid for the contract.

BASIS OF PAYMENT. All work to be paid under the FCP item must receive prior authorization in conformance with §104-02 Changes, Contingencies, Extra Work and Deductions with the Authorization of Extra Work being submitted by the Engineer to the Sponsor for signature and approval.

FCP item payments will be determined from the quantities and unit prices of eligible work that have been completed. Work for which FCP item payments are processed will be paid in accordance with the specifications governing the work.

Prior to processing the final agreement, the FCP item payments will be reconciled through an Order -on-Contract, such that the amount of FCP item payments is converted to the corresponding quantities of the pertinent contract pay items. When the amount of FCP item payments is transferred to the appropriate items, the remaining amount of FCP funds will be deleted.

Payment will be made under:

Item No.	Item	Pay Unit
697.030000BM	Field Change Payment (FCP)	Dollars-Cents

SECTION 6 – PREVAILING WAGE RATES



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Chenango County
Joe Mieczkowski, PE
49 Court Street
Metro Center
Binghamton NY 13901

Schedule Year 2025 through 2026
Date Requested 03/24/2026
PRC# 2026008310

Location Chenango County
Project ID# 9755.10
Project Type Cleaning and Painting Structural Steel

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2025 through June 2026. 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.

Contractor Registry

Effective December 30, 2024 all contractors and subcontractors submitting bids or performing construction work on public work projects, or private projects covered by Article 8 of the Labor Law, are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i. To register, contractors and subcontractors must submit an application through NYSDOL's Contractor Registry portal which is available through the agency's Management System for Protecting Worker Rights (MPWR) <https://mpwr-public.labor.ny.gov/en/login>.

For additional information, please visit [online](#).

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

Wages and Supplements

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

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

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

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 NYS DOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Chenango County
Joe Mieczkowski, PE
49 Court Street
Metro Center
Binghamton NY 13901

Schedule Year 2025 through 2026
Date Requested 03/24/2026
PRC# 2026008310

Location Chenango County
Project ID# 9755.10
Project Type Cleaning and Painting Structural Steel

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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

Social Security Numbers on Certified Payrolls:

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

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

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

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

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

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

Effective June 23, 2020

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

(12.20)

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

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.

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at:
<https://dol.ny.gov/bureau-public-work>



If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

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

Contractor Name: _____

Project Location: _____

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.

*Contractor Registry (LL 220-I): Effective December 30th, 2024

Labor Law Section 220-i(6) prohibits contractors from bidding on public work and prohibits both contractors and subcontractors from commencing work on private and public projects subject to prevailing wage requirements. This section requires contractors to submit their Certificate of Registration with their bid materials. Each Certificate of Registration will have a unique registration number. Failure to provide proof of registration, as required by Labor Law Section 220-i, as a minimum qualification will result in the bidder being deemed non-responsive. There is a public database of registered contractors and subcontractors available online at data.ny.gov to confirm registration validity. For additional information on how to register and the requirements, visit <https://dol.ny.gov/public-work-contractor-and-subcontractor-registry-landing>

*Electronic Certified Payroll (LL 220-J): Effective December 31st, 2025

Effective December 31, 2025, all contractors and subcontractors who perform public work, or covered private work subject to the prevailing wage, will be required to submit certified payrolls electronically to the Bureau of Public Work and Prevailing Wage Enforcement. Additional information about the electronic certified payroll submission system will be made available on the Department's Website at <https://dol.ny.gov/Electronic-Payroll>

Payrolls and Payroll Records

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

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

NOTE: For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

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

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

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

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.

Shift Work

If the timeline of the contract requires shift work be performed to meet deadlines, the BPWE will enforce the shift work rate as the required rate on the project whether or not shift work is specifically addressed in the contract.

Paid Prenatal Leave

Every employer shall be required to provide to its employees twenty hours of paid prenatal personal leave during any fifty-two week calendar period. Paid prenatal personal leave shall mean leave taken for the health care services received by an employee during their pregnancy or related to such pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with a healthcare provider related to the pregnancy. Paid prenatal personal leave may be taken in hourly increments. Benefits for paid prenatal personal leave shall be paid in hourly installments. Employees shall receive compensation at the employee's regular rate of pay, or the applicable minimum wage established by the labor law, whichever is greater, for the use of Paid Prenatal leave.

Apprentice Training Ratios

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

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

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

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

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

New York State Department of Labor
 Bureau of Public Work
 State Office Campus, Bldg. 12
 Albany, NY 12226

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

Chenango County General Construction

Boilermaker **03/01/2026**

JOB DESCRIPTION Boilermaker **DISTRICT 1**

ENTIRE COUNTIES

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

WAGES

Per hour

	07/01/2025	01/01/2026
		+ \$2.50
Boilermaker	\$ 43.34	

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker	\$26.51
	+ \$1.49*

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

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th
\$19.71	\$19.71	\$20.69	\$21.64	\$22.62	\$23.60	\$24.57	\$25.53
+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**

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

1-197

Broadband **03/01/2026**

JOB DESCRIPTION Broadband **DISTRICT 4**

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, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

PARTIAL COUNTIES

Orange: Only in the Village of Greenwood Lake, Village of Highland Falls, Town of Tuxedo, and Town of Patterson

WAGES

NOTE: Applies to all public work and covered private projects, including those receiving ConnectAll funding subject to New York State Labor Law §224-E, solicited on or after July 1,2025. For all other projects solicited prior to July 1,2025 please see LINEMAN ELECTRICIAN-TELEDATA

Per Hour:	07/01/2025	08/04/2025
Field Tech	\$ 51.31	\$ 52.85
Install/Repair		

For outside work (excluding installation on building construction/alteration/renovation projects), stopping at first point of attachment (demarcation), installing/maintaining/repairing broadband internet service.

"Broadband", "Broadband Service", or "Broadband Internet" means mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all internet endpoints, including any capabilities that are incidental to and enable the operation of the communications service, but excluding dial-up internet access service.

Note: EXCLUDES work within ten (10) feet of High Voltage (600 Volts and over) transmission lines for this work, please see LINEMAN

SUPPLEMENTAL BENEFITS

Per Hour: \$ 23.24

OVERTIME PAY

See (B, K, *R) on OVERTIME PAGE

* Two and one half times the hourly rate after the 8th hour

HOLIDAY

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

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

4-CWA-Dist2

Carpenter - Building 03/01/2026

JOB DESCRIPTION Carpenter - Building

DISTRICT 2

ENTIRE COUNTIES

Chenango, Delaware, Otsego

WAGES

Per hour:	07/01/2025	01/01/2026	07/01/2026 Additional	07/01/2027 Additional
Carpenter	\$ 33.24	\$ 33.74	\$ 3.50*	\$ 3.00*
Floor Coverer	33.24	33.74	3.50*	3.00*
Carpet Layer	33.24	33.74	3.50*	3.00*
Dry-Wall	33.24	33.74	3.50*	3.00*
Lather	33.24	33.74	3.50*	3.00*
Diver-Wet Day	61.25	61.25	0.99*	3.00*
Diver -Dry Day	34.24	34.74	3.50*	3.00*
Diver Tender	34.24	34.74	3.50*	3.00*

*To be allocated at a later date

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

- Pile Drivers/Dock Builders shall receive \$0.25 per hour over the journeyworker's rate of pay when performing piledriving/dock building work.
- Certified welders shall receive \$1.00 per hour over the journeyworker's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work (Effective 7/1/2026 premium increases to \$3.00/hr and will also include premium when AWS certification is required).
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
 - 0' to 80' no additional fee
 - 81'to 100' additional \$.50 per foot
 - 101'to 150' additional \$0.75 per foot
 - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51' to 100' additional \$.75 per foot
 - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

SHIFT WORK

On Agency/Owner mandated shift work, the following rates will be applicable:

- 1st Shift - Regular Rate
- 2nd Shift - Premium of 7% of base wage per hour (Effective 7/1/2026 premium increases to 10%)
- 3rd Shift - Premium of 14% of base wage per hour (Effective 7/1/2026 premium increases to 15%)

Shift work shall be defined as implementing at least two (2) shifts in a twenty-four (24) consecutive hour period. Shift work must be for a minimum of three (3) consecutive days.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2025	01/01/2026
Journeyworker	\$ 24.75	\$ 24.75

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour:

\$ 12.55	\$ 12.55	\$ 15.15	\$ 15.15
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NOTE ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- Pile Driving/Dock Builder apprentices shall receive an additional \$0.25 per hour worked when performing piledriving/dock building work.
- Certified Welders shall receive \$1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work (Effective 7/1/2026 premium increases to \$3.00/hr and will also include premium when AWS certification is required).
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$1.50 per hour.

2-277 CDO Bldg

Carpenter - Building / Heavy&Highway

03/01/2026

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Wages per hour:	07/01/2025	07/01/2026	07/01/2027
		Additional	Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	\$ 37.94	\$ 2.25*	\$ 2.25*

* To be allocated at a later date.

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyworker	\$ 27.34
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Notes:

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

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

REGISTERED APPRENTICES

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

1st	2nd	3rd	4th
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	65%	70%	75%	80%
Supplemental Benefits per hour worked:	\$19.10	\$19.69	\$21.83	\$22.42

2-42AtSS

Carpenter - Heavy&Highway

03/01/2026

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Chenango, Herkimer, Madison, Oneida, Otsego

WAGES

Per hour	07/01/2025	07/01/2026 Additional	07/01/2027 Additional
Carpenter	\$ 44.52	\$ 3.00*	\$ 3.24*
Piledriver	44.52	3.00*	3.24*
Dockbuilder	44.52	3.00*	3.24*
Diver-Wet Day	69.52	3.00*	3.24*
Diver-Dry Day	45.52	3.00*	3.24*
Diver-Tender	45.52	3.00*	3.24*

*To be allocated at a later date.

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

- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.
- Certified welders when required to perform welding work will receive an additional \$5.00 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:

- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51' to 100' additional \$0.50 per foot
 - 101' to 150' additional \$0.75 per foot
 - 151' to 200' additional \$1.25 per foot
 - 201' and deeper additional \$1.50 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51' to 100' additional \$0.75 per foot
 - 101' to 200' additional \$1.00 per foot
 - Over 201' additional \$1.25 per foot
- Diver rates applies to all hours worked on dive day.

SHIFT WORK

When project owner mandates a single irregular work shift, the Journeyworkers and Apprentices will receive an additional \$4.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 27.31
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

- In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.
- The employee must work their scheduled workday before and their scheduled workday after the holiday to receive holiday pay.

REGISTERED APPRENTICES

CARPENTER/PILEDRIWER/DOCKBUILDER APPRENTICES

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

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

Supplemental Benefits per hour:

\$ 19.07 \$ 19.66 \$ 21.75 \$ 22.34

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

- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.
- Certified welders when required to perform welding work will receive an additional \$5.00 per hour.

2-277HH-CHMOO

Electrician

03/01/2026

JOB DESCRIPTION Electrician

DISTRICT 6

ENTIRE COUNTIES

Cortland, Herkimer, Madison, Oneida, Oswego

PARTIAL COUNTIES

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

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

Onondaga: Entire County except Townships of Elbridge and Skaneateles.

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

Tompkins: Only the Township of Groton.

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

WAGES

Per hour:	07/01/2025	06/01/2026 Additional
Electrician	\$ 50.50	\$ 5.25*
Teledata	50.50	5.25*
Cable Splicer	55.55	5.25*

* To be allocated at a later date.

NOTE: Additional amounts, subject to overtime premiums, due for the following work (applicable to all employees):

- Additional \$2.50 per hour for work performed over 35 feet above the ground, floor, or roof levels or where work is required in tunnels, shafts, or under compressed air 35 feet below the ground level.
- Additional \$3.00 per hour for working over 50 feet above or below ground, floor, or roof level. This includes work on ladders, "toothpicks", scaffolds, boatswain chairs, towers, smokestacks or other open structures, or mechanical lifts used over 60 feet.

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

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

SHIFT WORK

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

1ST SHIFT	8:00AM - 4:30PM:	Regular wage rate
2ND SHIFT	4:30 PM - 1:00 AM:	Regular wage rate plus 15%
3RD SHIFT	12:30 AM - 9:00 AM:	Regular wage rate plus 25%

SUPPLEMENTAL BENEFITS

Per hour:	\$ 33.52 plus
Journeyworker	3% of hourly wage paid*

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

OVERTIME PAY

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

* NOTE: On Saturday the first 8 hours worked shall be paid at a rate of one and one-half times the applicable rate. All additional hours are payable at double the straight time rate.

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, 15, 26) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

WAGES per hour: Hourly terms at the following wage.

1st period (0-1000 hrs)	\$ 20.20
2nd period (1001-2000)	22.75
3rd period (2001-3500)	25.25
4th period (3501-5000)	30.30
5th period (5001-6500)	35.35
6th Period (6501-8000)	40.40

SUPPLEMENTAL BENEFITS per hour:

1st period	\$ 14.69*
2nd period	14.69*
3rd period	30.02*
4th period	30.72*
5th period	31.42*
6th period	32.12*

* PLUS 3% OF HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM RATE.

6-43

Electrician **03/01/2026**

JOB DESCRIPTION Electrician

DISTRICT 2

ENTIRE COUNTIES

Broome

PARTIAL COUNTIES

Chenango: Entire County except the Townships of Columbus, New Berlin and Sherburne.

Delaware: Only the Townships of Davenport, Delhi, Deposit, Franklin, Hamden, Masonville, Meredith, Sidney, Tompkins and Walton Townships, and that portion of Colchester and Hancock Townships north of the east branch of the Delaware River.

Otsego: Only the Townships of Butternuts, Hartwick, Laurens, Maryland, Milford, Morris, Oneonta, Otsego, Unadilla and Westford.

Tioga: Only the Townships of Berkshire, Newark Valley, Owego, Richford and Tioga.

WAGES

Per hour: 07/01/2025

Electrician (base wage)	\$ 42.68
Cable Splicer	50.43

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):

Additional \$ 0.50 per hour when required to work underground, such as in tunnels for roads, railroads, or water.

Additional \$ 0.50 per hour when required to work at a height of 40 feet above the ground or roof level.

SHIFT WORK

When shift work is mandated in the job specifications or by the contracting agency, the following journeyworker hourly rates apply. The starting hours of a shift may be adjusted up to two (2) hours in order to meet the needs of the contracting agency.

Between the hours of 8:00AM and 4:30PM	\$ 42.68
Between the hours of 4:30PM and 1:00AM	50.06
Between the hours of 12:30AM and 9:00AM	56.08

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 31.78 plus
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3% of wage

OVERTIME PAY

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

*Double time after 8 hours on Saturday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

When a dated holiday falls on a Saturday it shall be celebrated on Friday. When a dated holiday falls on a Sunday, it shall be celebrated on Monday.

*Good Friday may be celebrated the following Monday by mutual agreement of Employer and Employees.

REGISTERED APPRENTICES

WAGES: Terms at the following percentages of Journeyworker's wage.

1st	2nd	3rd	4th	5th
0-2000 Hrs	2000-3500 Hrs	3500-5000 Hrs	5000-6500 Hrs	6500-8000 Hrs
45%	50%	58%	68%	78%

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):

Additional \$ 0.50 per hour when required to work underground, such as in tunnels for roads, railroads, or water.

Additional \$ 0.50 per hour when required to work at a height of 40 feet above the ground or roof level.

SUPPLEMENTAL BENEFITS per hour:

07/01/2025

1st term \$ 10.25 plus 3% of the hourly wage

2nd term \$ 27.12 plus 3% of the hourly wage

All other terms \$ 27.83 plus 3% of the hourly wage

2-325

Elevator Constructor

03/01/2026

JOB DESCRIPTION Elevator Constructor

DISTRICT 6

ENTIRE COUNTIES

Broome, Cayuga, Chenango, Cortland, Franklin, Jefferson, Lewis, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins

PARTIAL COUNTIES

Delaware: Only the towns of: Tompkins, Walton, Masonville, Sidney, Franklin and Deposit.

Madison: Only the towns of: Cazenovia, DeRuyter, Eaton, Fenner, Georgetown, Lebanon, Lenox, Nelson and Sullivan.

Oneida: Only the towns of: Camden, Florence and Vienna.

WAGES

Per hour:	07/01/2025	01/01/2026	01/01/2027
Mechanic	\$ 58.44	\$ 60.99	\$ 63.719
Helper	40.91	42.69	44.60

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 38.435*	\$ 38.985*	39.535*
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*NOTE - add 6% of regular hourly rate for all hours worked. Add 8% of regular hourly rate if more than 5 years of service.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

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

REGISTERED APPRENTICES

WAGES per hour: 1 year terms at the following percentage of the Elevator Constructor wage.

0-6 months	6-12 months	2nd year	3rd year	4th year
50%	55%	65%	70%	80%

SUPPLEMENTAL BENEFITS per hour:

0-6 months: 6% of the hourly apprentice rate paid, no additional supplemental benefits.

All other terms: Same as Journeyworker

6-62.1

Glazier **03/01/2026**

JOB DESCRIPTION Glazier **DISTRICT 5**

ENTIRE COUNTIES

Broome, Chemung, Chenango, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

WAGES

Per hour: 07/01/2025

Glazier \$ 30.00

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 33.15

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

1000 hour terms

Appr. 1st term	\$ 20.00
Appr. 2nd term	21.00
Appr. 3rd term	22.00
Appr. 4th term	23.00
Appr. 5th term	24.00
Appr. 6th term	25.00
Appr. 7th term	26.00
Appr. 8th term	27.00

Supplemental Benefits per hour:

Appr. 1st term	\$ 13.27
Appr. 2nd term	13.27
Appr. 3rd term	19.27
Appr. 4th term	19.27
Appr. 5th term	20.27
Appr. 6th term	20.27
Appr. 7th term	21.27
Appr. 8th term	21.27

5-677z3

Insulator - Heat & Frost **03/01/2026**

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT 7**

ENTIRE COUNTIES

Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins

WAGES

Per hour: 07/01/2025

Asbestos Installer \$ 43.25

Insulation Installer 43.25

(On mechanical systems only)

SHIFT WORK

The following rates will apply on all contracting agency-mandated shifts worked:

1st Shift	\$ 43.25
2nd Shift	49.74
3rd Shift	51.90

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 27.34

OVERTIME PAY

See (*B1, **K, P) on OVERTIME PAGE

*NOTE: First 10 hours on Saturday.

**NOTE: Holidays that fall on Sunday are subject to double time.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (2*,4,6,28) on HOLIDAY PAGE

*Triple time for Labor Day if worked.

REGISTERED APPRENTICES

WAGES per hour: One (1) year terms at the following percentage of Journeyworker's wage.

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

SUPPLEMENTAL BENEFITS per hour:

\$ 24.09	\$ 24.09	\$ 27.34	\$ 27.34
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7-30-Syracuse

Ironworker

03/01/2026

JOB DESCRIPTION Ironworker

DISTRICT 6

ENTIRE COUNTIES

Broome, Cayuga, Cortland, Onondaga, Oswego, Seneca, Tioga, Tompkins

PARTIAL COUNTIES

Chenango: Only the townships of Afton, Bainbridge, Coventry, German, Greene, Guilford, Lincklaen, McDonough, Norwich, Otselic, Oxford, Pharsalia, Pitcher, Preston and Smithville.

Jefferson: Only the townships of Adams, Alexandria, Brownville, Cape Vincent, Clayton, Ellisburg, Henderson, Hounsfield, LeRay, Lorraine, Lyme, Orleans, Pamela, Rodman, Rutland, Theresa, Watertown and Worth.

Madison: Only the townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Lincoln, Nelson, Smithfield and Sullivan.

Schuyler: Only the townships of Cayuta, Catharine, Hector and Montour.

Wayne: Only the townships of Butler, Galen, Huron, Rose, Savannah and Wolcott.

WAGES

Structural, Reinforcing, Re-bar, Machinery Mover & Rigger, Ornamental & Curtain Wall, Window Wall, Pre-Glazed Metal Framed Windows Attached to Steel or Masonry Including Caulking, Fence Erector (Chain Link/Security), Sheeter/Bridge Rail, Pre-Cast Erector, Stone Derrickman, Pre-Engineered Building Erector, Welder

Per hour:	07/01/2025	07/01/2026
		Additional
Ironworker	\$ 37.16	\$ 2.76*

* To be allocated at a later date.

SHIFT WORK

Multiple shifts mandated by the project owner. All shifts will be eight (8) hours.

1st Shift	\$ 37.16	
2nd Shift	40.88	Starting times between 2PM and 7PM
3rd Shift	42.73	Starting times between 7PM and 12AM

WHEN A SINGLE IRREGULAR SHIFT IS WORKED, WITH START TIMES BASED ON SECOND AND THIRD SHIFTS, ADD 10% TO THE 1ST SHIFT WAGE RATE POSTED ABOVE.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 31.88

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following rates.

1st	2nd	3rd	4th
\$ 21.50	\$ 23.50	\$ 25.50	\$ 27.50

SUPPLEMENTAL BENEFITS per hour:

1st year	\$ 13.03
2nd year	21.36
3rd year	22.55
4th year	23.74

6-60

Ironworker	03/01/2026
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JOB DESCRIPTION Ironworker

DISTRICT 7

ENTIRE COUNTIES

Franklin, Herkimer, Lewis, Oneida, St. Lawrence

PARTIAL COUNTIES

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

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

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

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

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

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

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

WAGES

Per hour:	07/01/2025	07/01/2026 Additional
Structural/Reinforcing	\$ 35.50	\$ 2.74*
Mach. Mover/Ornamental	35.50	2.74*
Stone Derrickman	35.50	2.74*
Chain Link Fence	35.50	2.74*
Sheeter Ironworker	35.50	2.74*
Pre-Engineered Building	35.50	2.74*
Window Erector	35.50	2.74*
Precast Erector	35.50	2.74*
Welder	35.50	2.74*

* To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 32.91
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

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

1-1500hrs	\$ 21.50
1501-3000hrs	23.50
3001-4500hrs	25.50
4501-6000hrs	27.50

SUPPLEMENTAL BENEFITS per hour:

1-1500hrs	\$ 14.19
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1501-3000hrs	22.67
3001-4500hrs	23.88
4501-6000hrs	25.09

7-440

Laborer - Building

03/01/2026

JOB DESCRIPTION Laborer - Building

DISTRICT 11

ENTIRE COUNTIES

Otsego

PARTIAL COUNTIES

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

WAGES

Class 1: Custodial and janitorial work, general cleanup, and flag person.

Class 2: Concrete laborer, mason tending, hod carrier, signal person, pressure blasting and washing, chainsaw, demo saw, pavement breakers, jackhammers, demolition (that is customarily done by laborers), general labor.

Class 3: Jumping jack, excavation and back fill (when using hand or pneumatic tools), air track drills, grading, explosive handler and blaster, grade checker. When OSHA requires negative pressure respirator.

Class 4: Environmental work including but not limited to asbestos abatement, toxic and hazardous abatement, lead abatement work, mold remediation and biohazards.

WAGES: (per hour)	07/01/2025	06/01/2026 Additional
Class 1	\$ 42.70	\$ 2.68*
Class 2	43.55	2.71*
Class 3	45.85	2.73*
Class 4	48.05	2.79*

*To be allocated at a later date.

These rates will cover all work within five feet of the building foundation line

SHIFT WORK

Shift Differential: On all Governmental mandated irregular or off shift work, an additional 25% of wage is required. The 25% shift differential will be paid on public works contract for shifts or irregular workdays outside the normal working hours for 2nd and 3rd shifts or irregular workday or when mandated or required by state, federal, county, local or other governmental agency contracts.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 33.95
Shift	41.29

OVERTIME PAY

See (B, *E, E5, **Q) on OVERTIME PAGE

*For first 8 hours on Saturday

**When an employee is required to work on a holiday which falls on a Sunday the employee shall be paid three (3) times the hourly rate and one (1) hour benefits for every hour worked. When an employee is required to work on a holiday which falls on a Saturday the employee shall be paid two and a half (2.5) times the hourly rate and one hour benefits for every hour worked.

HOLIDAY

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

Holidays that fall on Saturday shall be observed on Friday, when holidays fall on Sunday they shall be observed on Monday.

REGISTERED APPRENTICES

(1000) hour terms at the following wages.

	07/01/2025
1st term	\$ 29.50
2nd term	34.05
3rd term	38.60
4th term	43.15

Supplemental Benefits per hour:

All Terms Regular	\$ 30.35
All Terms Shift Rate	36.75

11-17.BB

Laborer - Building **03/01/2026**

JOB DESCRIPTION Laborer - Building

DISTRICT 2

ENTIRE COUNTIES

Broome, Chemung, Cortland, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES

Chenango: Entire County except the Townships of Sherburne, Columbus and New Berlin.

Delaware: Only the Townships of Sidney, Masonville, Walton, Tompkins, Deposit, Hancock, and Colchester.

WAGES

Per hour:

GROUP #1: Basic Laborer - excavation, concrete vibrator, power-driven buggy, demolition (including acetylene torch work) that is customarily done by a laborer

GROUP #2: Air Tool Operators, Mason Tenders

GROUP #3: Blaster, Rock Drill (compressor driven)

GROUP #4: Asbestos, Hazardous, Toxic Waste, Lead and Mold Remediation

	07/01/2025	07/01/2026 Additional
GROUP #1	\$ 30.00	\$ 1.25*
GROUP #2	31.00	1.25*
GROUP #3	32.00	1.25*
GROUP #4	32.00	1.25*

*To be allocated at a later date.

IMPORTANT NOTES:

- Laborer tasks on Renewable Energy and Green Energy construction work shall be paid at the appropriate Heavy & Highway rates.
- Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 20.20

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage of Journeyworker's wage.

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

SUPPLEMENTAL BENEFITS per hour:

1st term	\$ 15.85
2nd term	17.10
3rd term	17.98
4th term	18.85

2-785b

Laborer - Heavy&Highway **03/01/2026**

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Broome, Chemung, Cortland, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES

Chenango: Entire County except the Townships of Sherburne, Columbus, and New Berlin.

Delaware: Only the Townships of Sidney, Masonville, Walton, Tompkins, Deposit, Hancock and Colchester.

WAGES

Per hour:

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

GROUP B: Basic Rate, Bull Float (where used for strike off only), Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steel Mesh, Small Generators for Laborers Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operators (1-1/2" & Single Diaphragm), Nozzle (Asphalt, Guniting, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, and Air Tool Operators, Wrecking Laborer.

GROUP C: Drilling equipment - only where a separate air compressor unit supplies power, Acetylene Torch Operators, Asphalt Raker, Powder Man, Tail or Screw Operator on Asphalt Paver.

GROUP D: Blasters, Form Setters (slab steel forms on highways, roads, streets & airport runways), Stone or Granite Curb Setters.

GROUP E: Hazardous Waste defined as when an employee performs hazardous waste removal, lead abatement and removal, asbestos abatement and removal work on State and/or Federally designated waste site and were relevant State and/or Federal regulations require employees to use or wear required forms of personal protection.

	07/01/2025	07/01/2026 Additional	07/01/2027 Additional
GROUP A	\$ 38.06	\$ 3.40*	\$ 4.20*
GROUP B	38.26	3.40*	4.20*
GROUP C	38.46	3.40*	4.20*
GROUP D	38.66	3.40*	4.20*
GROUP E	43.26	3.40*	4.20*

*To be allocated at a later date.

IMPORTANT NOTES:

- Laborer tasks on Renewable Energy and Green Energy construction work shall be paid at the appropriate Heavy & Highway rates.
- Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".
- When an employee is required by the employer and/or by the material data safety sheets of a product, during its application, to wear a half or full-face replaceable cartridge respirator for more than (2) hours, then in such case said employee(s) will be paid the Group E rate for the shift.

SHIFT WORK

A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$5.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.35

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

- If Holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on Saturday, it will be celebrated on Saturday.
- An Employee must work the scheduled working day before and the scheduled working day after a holiday to receive holiday pay.

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage of Journeyworker's GROUP B wage:

1st	2nd	3rd	4th
70%	80%	90%	95%

SUPPLEMENTAL BENEFITS per hour:

All terms \$ 26.35

2-785h

Laborer - Heavy&Highway

03/01/2026

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Otsego

PARTIAL COUNTIES

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

WAGES

CLASS 1: Flag person, gate person.

CLASS 2: General laborer, chuck tender, nipper, powder carrier, magazine tender, concrete men, vibrator men, mason tender, mortar men, traffic control, custodial work, temporary heat, pump men, pit men, dump men, asphalt men, joint setter, signalman, pipe men, riprap, dry stone layers, jack hammer, bush hammer, pavement breaker, men on mulching & seeding machines, all seeding & sod laying, landscape work, walk behind self-propelled power saws, grinder, walk behind rollers and tampers of all types, burner men, filling and wiring of baskets for gabion walls, chain saw operator, railroad track laborers, power buggy, plaster & acoustic pump, power brush cutter, retention liners, walk behind surface planer, chipping hammer, manhole, catch basin or inlet installing, retaining walls(drystack mortarless masonry), mortar mixer, laser men, guiderail/guardrail (except on bridges). *Micro paving and crack sealing.

CLASS 3: Asbestos, toxic, bioremediation and Phyto-remediation, lead or hazardous materials abatement when certification or license is required, Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power.

CLASS 4: Asphalt screed man, blaster, all laborers involved in pipejacking and boring operations not exceeding more than 10 feet into pipe, boring or drilled area.

WAGES: (per hour)	07/01/2025	06/01/2026
Class 1	\$ 42.35	\$ 44.35
Class 2	42.35	44.35
Class 3	46.05	48.20
Class 4	50.85	53.15

* When laborers are performing micro paving, crack sealing or slurry application when not part of asphalt prep operations laborers shall receive an additional \$2.50 per hour over rate.

SHIFT WORK

SHIFT DIFFERENTIAL: Night work and irregular shift require 20% increase on wages for all Government mandated night and irregular shift work.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 32.03	\$ 32.83
Shift	37.42	38.69

OVERTIME PAY

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

*For Mon-Fri Holidays, Double Benefits to be paid for all hours worked.

**For Saturday Holidays or Friday recognized, Double Benefits for all hours worked.

***For Sunday Holidays or Monday recognized, Double Benefits for all hours worked.

HOLIDAY

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

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

To be eligible for a paid holiday, an employee must work at least two (2) days in the calendar week or payroll week in which the holiday falls.

REGISTERED APPRENTICES

(1000) hour terms at the following wages.

	07/01/2025
1st term	\$ 29.50
2nd term	34.05
3rd term	38.60
4th term	43.15

Supplemental Benefits per hour:

All Terms Regular	\$ 30.35
All Terms Shift Rate	35.27

11-17.2H/H

Laborer - Tunnel

03/01/2026

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 2

ENTIRE COUNTIES

Broome, Chemung, Cortland, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES

Chenango: Entire County except the Townships of Sherburne, Columbus, and New Berlin.
 Delaware: Only the Townships of Sidney, Masonville, Walton, Tompkins, Deposit, Hancock and Colchester.

WAGES

Per hour:

GROUP A: Change House Man

GROUP B: Miners and all Machine Men, Safety Miner, All Shaft work, Caisson work, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting pot to nozzle, Bit Grinder, Signal Man (top and bottom), Concrete Man, Shield Driven Tunnels, mixed face and soft ground, liner plate tunnels in free air.

GROUP C: Blaster

GROUP D: Hazardous waste removal work on a State and/or Federally designated waste site where relevant State and/or Federal regulations require employees to use or wear required forms of personal protection.

	07/01/2025	07/01/2026 Additional	07/01/2027 Additional
Group A	\$ 41.24	\$ 3.40*	\$ 4.20*
Group B	41.44	3.40*	4.20*
Group C	44.24	3.40*	4.20*
Group D	46.24	3.40*	4.20*

*To be allocated at a later date

IMPORTANT NOTES:

- When an employee is required by the employer and/or by the material data safety sheets of a product, during its application, to wear a half or full face replaceable cartridge respirator for more then (2) hours, then in such case said employee(s) will be paid the Group D rate for the shift.

SHIFT WORK

A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$5.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.35

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

- If Holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on Saturday, it will be celebrated on Friday.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage of Group B wage

1st	2nd	3rd	4th
70%	80%	90%	95%

SUPPLEMENTAL BENEFITS per hour:

All Terms \$ 26.35

2-785T

Laborer - Tunnel

03/01/2026

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)

	07/01/2025	06/01/2026 Additional
Class 1	\$ 58.55	\$ 2.75*
Class 2	60.70	2.75*
Class 4	67.10	2.75*
Class 5	51.40	2.75*

*To be allocated at a later date

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

SUPPLEMENTAL BENEFITS

Per hour:

Benefit 1	\$ 37.88
Benefit 2	54.01
Benefit 3	70.12

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

Benefit 2 applies to over 8 hours in a day (M-F) 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

03/01/2026

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

Crane Operators: Operation of any type of crane on line projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on line projects.

Digging Machine Operator: All other digging equipment and augering on line projects.

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

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

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

Per hour:	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A:				
Lineman, Technician	\$ 61.56	\$ 64.37	\$ 66.84	\$ 69.47
Crane, Crawler Backhoe	61.56	64.37	66.84	69.47
Welder, Cable Splicer	61.56	64.37	66.84	69.47
Group B:				
Digging Mach. Operator	\$ 55.40	\$ 57.93	\$ 60.16	\$ 62.52
Group C:				
Tractor Trailer Driver	\$ 52.33	\$ 54.71	\$ 56.81	\$ 59.05
Groundman, Truck Driver	49.25	51.50	53.47	55.58
Equipment Mechanic	49.25	51.50	53.47	55.58
Group D:				
Flagger	\$ 33.86	\$ 35.40	\$ 36.76	\$ 38.21

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work." Includes access matting for line work.

Group A:				
Lineman, Technician	\$ 61.56	\$ 64.37	\$ 66.84	\$ 69.47
Crane, Crawler Backhoe	61.56	64.37	66.84	69.47
Cable Splicer	67.72	70.81	73.52	76.42
Certified Welder, Pipe Type Cable	\$ 64.64	\$ 67.59	\$ 70.18	\$ 72.94
Group B:				
Digging Mach. Operator	\$ 55.40	\$ 57.93	\$ 60.16	\$ 62.52
Group C:				
Tractor Trailer Driver	\$ 52.33	\$ 54.71	\$ 56.81	\$ 59.05
Groundman, Truck Driver	49.25	51.50	53.47	55.58
Equipment Mechanic	49.25	51.50	53.47	55.58
Group D:				
Flagger	\$ 33.86	\$ 35.40	\$ 36.76	\$ 38.12

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. Includes access matting for line work.

Group A:				
Lineman, Tech, Welder	\$ 62.94	\$ 65.81	\$ 68.34	\$ 71.03
Crane, Crawler Backhoe	62.94	65.81	68.34	71.03
Cable Splicer	69.23	72.39	75.17	78.13
Certified Welder, Pipe Type Cable	66.09	69.10	71.76	74.58

Group B:				
Digging Mach. Operator	\$ 56.65	\$ 59.23	\$ 61.51	\$ 63.93
Group C:				
Tractor Trailer Driver	\$ 53.50	\$ 55.94	\$ 58.09	\$ 60.38
Groundman, Truck Driver	50.35	52.65	54.67	56.82
Equipment Mechanic	50.35	52.65	54.67	56.82
Group D:				
Flagger	\$ 34.62	\$ 36.20	\$ 37.59	\$ 39.07

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. Includes access matting for line work.

Group A:				
Lineman, Tech, Welder	\$ 64.18	\$ 67.10	\$ 69.68	\$ 72.43
Crane, Crawler Backhoe	64.18	67.10	69.68	72.43
Group B:				
Digging Mach. Operator	\$ 57.76	\$ 60.39	\$ 62.71	\$ 65.19
Group C:				
Tractor Trailer Driver	\$ 54.55	\$ 57.04	\$ 59.23	\$ 61.57
Groundman, Truck Driver	51.34	53.68	55.74	57.94
Equipment Mechanic	51.34	53.68	55.74	57.94
Group D:				
Flagger	\$ 35.30	\$ 36.91	\$ 38.32	\$ 39.84

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

SHIFT WORK

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

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

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A	\$ 31.90*	\$ 32.90*	\$ 34.40*	\$ 35.90*
Group B	\$ 27.90*	\$ 28.90*	\$ 30.40*	\$ 31.90*
Group C	\$ 27.70*	\$ 28.50*	\$ 29.70*	\$ 30.90*
Group D	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

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

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction.
 WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid See (5, 6, 8, 15, 25) on HOLIDAY PAGE
 Overtime See (5, 6, 8, 15, 25) on HOLIDAY PAGE
 NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:	07/01/2025	05/04/2026	05/03/2027	05/01/2028
All terms:	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

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

6-1249a

Lineman Electrician - Teledata **03/01/2026**

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

NOTE: Applies to all public work and covered private projects, including those receiving ConnectAll funding subject to LL 224-E, solicited prior to July 1, 2025. For all projects, excluding dial-up internet access service, solicited on or after July 1, 2025, please see BROADBAND

Per hour:	07/01/2025
Cable Splicer	\$ 40.81
Installer, Repairman	\$ 38.73
Teledata Lineman	\$ 38.73
Tech., Equip. Operator	\$ 38.73
Groundman/Flagger	\$ 20.53

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

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

SHIFT WORK

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 5.77
	*plus 3% of the hour wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting **03/01/2026**

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.

Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

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

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

Per hour:	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A:				
Lineman, Technician	\$ 52.86	\$ 55.31	\$ 57.40	\$ 59.64
Crane, Crawler Backhoe	52.86	55.31	57.40	59.64
Certified Welder	55.50	58.08	60.27	62.62
Group B:				
Digging Machine	\$ 47.57	\$ 49.78	\$ 51.66	\$ 53.68
Group C:				
Tractor Trailer Driver	\$ 44.93	\$ 47.01	\$ 48.79	\$ 50.69
Groundman, Truck Driver	42.29	44.25	45.92	47.71
Equipment Mechanic	42.29	44.25	45.92	47.71
Group D:				
Flagger	\$ 31.72	\$ 33.19	\$ 34.44	\$ 35.78

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

SHIFT WORK

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:

	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A	\$ 31.90*	\$ 32.90*	\$ 34.40*	\$ 35.90*
Group B	\$ 27.90*	\$ 28.90*	\$ 30.40*	\$ 31.90*
Group C	\$ 27.70*	\$ 28.50*	\$ 29.70*	\$ 30.90*
Group D	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

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

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction.

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

HOLIDAY

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

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

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

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

	07/01/2025	05/04/2026	05/03/2027	05/01/2028
All terms:	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

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

6-1249a-LT

Lineman Electrician - Tree Trimmer

03/01/2026

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

Per hour:	07/01/2025	01/01/2026	01/04/2026	01/03/2027
Tree Trimmer	\$ 33.18	\$ 33.18	\$ 34.67	\$ 36.23
Equipment Operator	29.35	29.35	30.67	32.05
Equipment Mechanic	29.35	29.35	30.67	32.05
Truck Driver	23.85	23.85	24.93	26.05
Groundman	19.64	19.64	20.53	21.45
Flagger	15.50	16.00	16.20	16.93

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 10.98*	\$ 10.98*	\$ 11.23*	\$ 11.48*
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* Plus 4.5% of the hourly wage paid. The 4.5% is based on straight time rate or premium rate.

OVERTIME PAY

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

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

HOLIDAY

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

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

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

6-1249TT

Mason - Building

03/01/2026

JOB DESCRIPTION Mason - Building

DISTRICT 5

ENTIRE COUNTIES

Broome, Chenango, Delaware, Otsego, Tioga

WAGES

Per hour:	07/01/2025
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Building: Bricklayer, Cement	\$ 34.34
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Mason, Plasterer, Stone
Mason, Tuck Pointer

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 29.76

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following rates:

1st	2nd	3rd	4th
\$ 21.89	\$ 27.04	\$ 28.22	\$ 30.91

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 23.69	\$ 24.70	\$ 27.64	\$ 29.07

5-3B - Bing - Z2

Mason - Heavy&Highway

03/01/2026

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 5

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Cattaraugus: Entire county except in the Township of Perrysburg and the Village of Gowanda only the Bricklayer classification applies.

Erie: Only the Bricklayer classification applies.

Niagara: Only the Bricklayer classification applies.

WAGES

Per hour: 07/01/2025

Heavy & Highway:

Cement Mason \$ 38.63

Bricklayer 38.63

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 26.28

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1500 hour terms at the following percentage of Journeyman's wage:

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

Supplemental benefits per hour:

1st term \$ 15.40

2nd term \$ 24.62

3rd term \$ 25.04

4th term \$ 25.45

5-3h

Mason - Tile Finisher

03/01/2026

JOB DESCRIPTION Mason - Tile Finisher

DISTRICT 5

ENTIRE COUNTIES

Broome, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES

Allegany: Towns of Alfred, Almond, Andover and Burns in Allegany County

WAGES

Wages

Per hour: 07/01/2025

Building:

Marble, Slate, Terrazzo \$ 32.45

and Tile Finisher

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 23.52

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

1st	2nd	3rd
\$ 19.47	\$ 22.72	\$ 25.96

Supplemental benefits per hour:

1st	2nd	3rd
\$ 15.12	\$ 15.72	\$ 20.37

5-3TF - Z4

Mason - Tile Setter

03/01/2026

JOB DESCRIPTION Mason - Tile Setter

DISTRICT 5

ENTIRE COUNTIES

Broome, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES

Allegany: Towns of Alfred, Almond, Andover and Burns.

WAGES

Wages

Per Hour: 07/01/2025

Building:

Marble, Slate, Terrazzo \$ 34.69

and Tile Setter

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 27.06

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

1st	2nd	3rd	4th
\$ 20.81	\$ 24.28	\$ 27.75	\$ 31.22

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 15.59	\$ 16.26	\$ 25.70	\$ 26.38

5-3TS - Z4

Millwright

03/01/2026

JOB DESCRIPTION Millwright

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

Per hour: 07/01/2025

Millwright - \$ 47.00
Power Generation

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

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

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker \$ 28.45*

*NOTE: Subject to OT premium

OVERTIME PAY

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

HOLIDAY

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

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyworker's wage:

Appr. 1st year	65%*
Appr. 2nd year	75%*
Appr. 3rd year	80%*
Appr. 4th year	90%*

*NOTE: Additional premium for the following work listed below:

Certified Welder	\$ 1.75
Hazardous Waste Work	1.50
Machinist	2.00
Underground	1.00

(500' and below)

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.95
Appr. 2nd year	23.50
Appr. 3rd year	25.15
Appr. 4th year	26.80

6-1163Power

Millwright

03/01/2026

JOB DESCRIPTION Millwright

DISTRICT 2

ENTIRE COUNTIES

Albany, Chenango, Delaware, Fulton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie

WAGES

Per hour: 07/01/2025

Building	\$ 40.54
Heavy & Highway	44.04

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwrights rate provided he/she is directed to perform certified welding.
- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour for Building work.
- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional \$2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 28.21
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OVERTIME PAY

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

HOLIDAY

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

Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

Wages per hour:

(1)year terms at the following percentage of Journeyworker's rate.

1st	2nd	3rd	4th
65%	75%	80%	90%

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwrights rate provided he/she is directed to perform certified welding.
- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour for Building work.
- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional \$2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00.

SUPPLEMENTAL BENEFITS per hour:

Apprentices:

1st term	\$ 11.95
2nd term	23.33
3rd term	24.96
4th term	26.58

2-1163.1

Operating Engineer - Building

03/01/2026

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 1

ENTIRE COUNTIES

Broome, Chenango, Tioga

PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES

NOTE:

--In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

--If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C

CLASS A1*: All cranes that require NYS crane license, tower cranes**(including self erecting), hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirllies, dragline, boom trucks, cherry pickers, overhead cranes (gantry or saddle type), truck cranes

CLASS A:

Shovel, Excavators 18,001 lbs. and above(including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill, Profiler/Milling machine.

CLASS B:

Excavators 18,000 lbs. and under, Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacuum machine (mounted or towed).

CLASS C:

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps, rotating telehandler (that does not require NYS crane license).

WAGES per hour

07/01/2025

Class A1*	\$ 51.71
Class A	\$ 49.31
Class B	\$ 48.85
Class C	\$ 46.54

(*) TONNAGE RATING PREMIUMS:

Note: Additional value subject to same premiums as shown for OT

All cranes 1000 tons and over, A1 rate plus \$7.00

All cranes 800-999 tons, A1 rate plus \$6.00

All cranes 600-799 tons, A1 rate plus \$5.00

All cranes 400-599 tons, A1 rate plus \$4.00

All cranes 200-399 tons, A1 rate plus \$3.00

All cranes 111-199 tons, A1 rate plus \$2.25

All cranes 110 tons and under, A1 rate only

(**)Additional \$0.50 per hr over A1 rate for Tower Cranes (no tonnage premium applies)

Additional \$2.50 per hr over B rate for Nuclear Leader work.

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

SUPPLEMENTAL BENEFITS

Per hour

07/01/2025
\$ 32.95

Journeyworker

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: All hours worked on designated holidays shall be paid a double the hourly rate of pay plus 8 hours of straight time.

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

REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journeyworker's wage Class B:

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

Supplemental Benefits per hour worked

07/01/2025
\$ 28.35

All terms

1-158 BCT

Operating Engineer - Heavy&Highway

03/01/2026

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES

NOTE:

--- In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

--- If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C

CLASSIFICATION A1*: All Cranes that require a NYS Crane License; tower cranes(including self erecting)**, hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks, cherry pickers, overhead cranes (gantry or saddle type), truck cranes

CLASSIFICATION A:

Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Blacktop Roller, Boom truck, GPS operated Bull Dozer, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, PB-4 and similar type, Power Grader, Profiler/Milling Machine (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Rotating Telehandler, Scraper (Including Challenger Type), Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

CLASSIFICATION B:

Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (Non-Automated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant [(Non-Automated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, Hi Pressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mini Excavator (under 18,000 lbs.), Mixer (for stabilized base self-propelled), Monorail Machine, Plant Engineer, Prentice Loader, Profiler/Milling Machine (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacuum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder, Winch, Winch Cat

CLASSIFICATION C:

A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunit Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar; including all attachments), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

WAGES per hour

07/01/2025

Class A1*	\$ 60.30
Class A	57.30
Class B	56.39
Class C	53.82

(*) TONNAGE RATING PREMIUMS:

- Cranes over 1000 tons, A1 rate plus \$7.00
- Cranes from 800-999 tons, A1 rate plus \$6.00
- Cranes from 600-799 tons, A1 rate plus \$5.00
- Cranes from 400-599 tons, A1 rate plus \$4.00
- Cranes from 200-399 tons, A1 rate plus \$3.00
- Cranes from 111-199 tons, A1 rate plus \$2.00
- Cranes from 65-110 tons, A1 rate plus \$1.50
- Cranes from 0-64 Tons, A1 rate only

NOTE: Additional value subject to same premiums as shown for OT

() Tower Cranes, A1 rate plus \$3.00 (no tonnage premiums apply)**

- Cranes in Luffer Configuration, A1 rate plus \$5.00
 - Cranes with external ballast (tray or wagon), A1 rate plus \$5.00
- NOTE: Additional value subject to same premiums as shown for OT

Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

SHIFT WORK

Additional \$2.50 per hour for All Employees who work a single irregular work shift, of at least 5 consecutive days, starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

SUPPLEMENTAL BENEFITS

Per hour

07/01/2025

Journeyworker	\$ 33.70
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Note: If the holiday falls on Sunday, it will be observed on Monday. If the observed Monday Holiday is worked, pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday and is worked pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday employer can choose to observe the paid holiday Saturday or give Friday off with holiday pay.

REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journeyworker's wage Class B

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

Supplemental Benefits per hour worked
07/01/2025

All Terms \$ 28.30

1-158H/H Alb

Operating Engineer - Survey Crew 03/01/2026

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 12

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

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

07/01/2025

Party Chief	\$ 52.91
Instrument Person	48.67
Rod Person	36.29
Additional \$3.00/hr. for Tunnel Work	
Additional \$2.50/hr. for Hazardous Work Site	

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 30.10

OVERTIME PAY

See (B, E, P, *X) on OVERTIME PAGE
*Note: \$25.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2025

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 21.88 / PHP \$18.03
1001-2000	24.90 / " 20.45
2001-3000	27.93/ " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer **03/01/2026**

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 12

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

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

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2025

Party Chief	\$ 52.91
Instrument Person	48.67
Rod Person	36.29

Additional \$3.00/hr. for Tunnel Work.

Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 30.10
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OVERTIME PAY

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

*Note: \$25.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2025

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 21.88 / PHP \$18.03
1001-2000	\$ 24.90 / " 20.45
2001-3000	\$ 27.93 / " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Tunnel **03/01/2026**

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self-propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat.

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Guniting Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor.

Per hour: 07/01/2025

CLASS A	\$ 58.44
CLASS B	57.22
CLASS C	54.43
CLASS D	51.42

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection.

CRANES:

Crane 1: All cranes, including self-erecting.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks.

Crane 1	\$ 62.44
Crane 2	61.44
Crane 3	60.44

SUPPLEMENTAL BENEFITS

Per hour:	\$ 25.90
	+ 10.10*

* This portion of the benefits subject to SAME PREMIUM as shown for overtime wages.

OVERTIME PAY

See (B, B2, E, Q, X) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyworker's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

7-158-832TL.

Painter	03/01/2026
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JOB DESCRIPTION Painter

DISTRICT 2

ENTIRE COUNTIES

Broome, Chenango, Tioga

WAGES

Per hour:

	07/01/2025	05/01/2026 Additional
Painter	\$ 28.20	\$ 1.85*
Taper, Paperhangers, and Vinyl hangers	29.61	1.90*

*To be allocated at a later date.

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):

- Additional \$ 1.10 per hour for Brush and Roll Epoxy (Solvent Base Only)
- Additional \$ 0.60 per hour for Swing Scaffold, Boatswain chair, Spray helper, Steam cleaning acid and high pressure water, Power grinders with respirator
- Additional \$ 0.60 per hour for Structural steel (buildings) defined as new or old construction where ceilings, walls or the steel itself is to be painted from open trusses which require climbing or crawling without the support of solid scaffolding or scaffolding starting at the floor or ground level.
- Additional \$ 1.00 per hour for Spray Painting
- Additional \$ 1.00 per hour for Steeple Jack (Over 100 feet)
- Additional \$ 1.50 per hour for Spray Epoxy (Solvent Based)
- Additional \$ 0.90 per hour for Sandblasting

NOTE - SEE BRIDGE PAINTER RATES FOR BRIDGES & TANKS

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 24.98

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

A Holiday that falls on a Sunday will be celebrated on Monday, a holiday that falls on a Saturday will be celebrated on Friday.

REGISTERED APPRENTICES

WAGES:

Painter: 750 hour terms at the Painter Apprentice wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00

Taper: 750 hour terms at the following Journeyworker Taper Apprentice wage rate:

1st	2nd	3rd	4th	5th	6th
\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):

- Additional \$ 1.10 per hour for Brush and Roll Epoxy (Solvent Base Only)
- Additional \$ 0.60 per hour for Swing Scaffold, Boatswain chair, Spray helper, Steam cleaning acid and high pressure water, Power grinders with respirator
- Additional \$ 0.60 per hour for Structural steel (buildings) defined as new or old construction where ceilings, walls or the steel itself is to be painted from open trusses which require climbing or crawling without the support of solid scaffolding or scaffolding starting at the floor or ground level.
- Additional \$ 1.00 per hour for Spray Painting
- Additional \$ 1.00 per hour for Steeple Jack (Over 100 feet)
- Additional \$ 1.50 per hour for Spray Epoxy (Solvent Based)
- Additional \$ 0.90 per hour for Sandblasting

SUPPLEMENTAL BENEFITS per hour:

Painter/Decorator:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 6.00	\$ 7.00	\$ 8.00	\$ 9.10	\$ 11.00	\$ 11.00	\$ 13.00	\$ 14.00

Taper/Drywall Finisher:

1st	2nd	3rd	4th	5th	6th
\$ 6.00	\$ 7.00	\$ 8.00	\$ 10.00	\$ 13.00	\$ 14.00

2-178 B

Painter	03/01/2026
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JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2025	05/01/2026
Bridge	\$ 46.19	Additional \$ 2.50
Tunnel	46.19	
Tank*	44.19	

For Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

*Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

SHIFT WORK

Note an additional \$1.50 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS

Per hour:	\$ 31.51
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OVERTIME PAY

Exterior work only See (B, E2, E4, F, R) on OVERTIME PAGE.
 All other work See (B, F, R) on OVERTIME PAGE.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following wage:

1st	2nd	3rd	4th	5th	6th
\$ 24.00	\$ 26.00	\$ 28.00	\$ 30.00	\$ 34.00	\$ 38.00

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th
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\$ 6.60 \$ 6.95 \$ 7.30 \$ 7.65 \$ 8.00 \$ 8.35

3-4-Bridge, Tunnel, Tank

Painter - Metal Polisher **03/01/2026**

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

	07/01/2025
Metal Polisher	\$ 40.33
Metal Polisher*	41.43
Metal Polisher**	44.33

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2025

Journeyworker:
 All classification \$ 13.44

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

	07/01/2025
1st year	\$ 20.17
2nd year	22.18
3rd year	24.20
1st year*	\$ 20.56
2nd year*	22.62
3rd year*	24.74
1st year**	\$ 22.67
2nd year**	24.68
3rd year**	26.70

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 8.94
2nd year	8.94
3rd year	8.94

8-8A/28A-MP

Plumber **03/01/2026**

JOB DESCRIPTION Plumber

DISTRICT 2

ENTIRE COUNTIES

Broome, Chenango

PARTIAL COUNTIES

Cortland: Only the Township of Marathon.

Delaware: Only the Townships of Andes, Bovina, Colchester, Davenport, Delhi, Deposit, Franklin, Hamden, Hancock, Harpersfield, Kortright, Masonville, Meredith, Sidney, Stamford, Tompkins and Walton.

Madison: Only the Township of Georgetown.

Otsego: Only the Townships of Burlington, Butternuts, Decatur, Edmeston, Hartwick, Laurens, Maryland, Milford, Morris, New Lisbon, Oneonta, Otego, Pittsfield, Unadilla, Westford and Worchester.

Tioga: Only the Townships of Newark Valley and Owego.

WAGES

Per hour:	07/01/2025	05/01/2026
		Additional
Plumber	\$ 44.91	\$ 3.45*
Steamfitter	44.91	3.45*

*To be allocated at a later date

SHIFT WORK

Agency-mandated shift operations:

- Shift work shall start no earlier than 6AM Monday and will conclude no later than 9AM Saturday (overtime premiums applicable after 8 hours in a shift).
- Single irregular shiftwork, less than 3 consecutive days will be paid at the rate of time and one-half of the regular hourly rate.
- 3 consecutive work days or more:
 - First Shift - No Premium (Starting 6AM-9AM)
 - Second Shift - Regular hourly rate plus 12%
 - Third Shift - Regular hourly rate plus 18%

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 15.15
	+18.21*

*This portion of the benefit is subject to the SAME PREMIUM as shown for overtime on projects over \$100 million in total construction costs (including engineering & architecture).

OVERTIME PAY

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

*portion of supplemental benefits subject to V code when project cost is over \$100 million (including engineering & architecture).

HOLIDAY

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

When a Holiday falls on Sunday, it will be celebrated the following day. If the holiday falls on a Saturday, it will be observed that day unless so determined by the Federal Government to be celebrated on a different day.

REGISTERED APPRENTICES

WAGES: One year terms at the following percentage of Journeyworker's wage.

1st.	2nd.	3rd.	4th.	5th.
50%	55%	60%	70%	85%

SUPPLEMENTAL BENEFITS per hour:

1st term	\$ 15.15
	+8.92*
All other terms	\$ 15.15
	+14.21*

*This portion of the benefit is subject to the SAME PREMIUM as shown for overtime on projects over \$100 million in total construction costs (including engineering & architecture).

2-112s-SF

Roofer	03/01/2026
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JOB DESCRIPTION Roofer

DISTRICT 2

ENTIRE COUNTIES

Broome, Chemung, Chenango, Delaware, Otsego, Schoharie, Schuyler, Steuben, Tioga, Tompkins

WAGES

Per hour:	07/01/2025
Roofer, Waterproofer	\$ 30.33
	+ 1.02*

*This amount is paid for all hours worked, whether regular or premium hours.

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount not subject to overtime premiums):

- On days where more than one shift is worked on the job, the hours worked after 4:30 PM and before 6:30 AM will be paid an additional \$1.90 per hour premium. This premium is not for use in emergency repair situations.
- Premium of \$1.25 per hour will be paid for the application, rip-off or handling of pitch products. The premium will be paid for pitch that is showing, covered or buried on the roof.
- Premium of \$1.25 per hour will be paid for asbestos abatement requiring a half face respirator.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 23.99
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages:

Hours per term	
0-667 Hrs.	\$ 21.24 + 0.71*
668-1335 Hrs.	22.76 + 0.76*
1336-2002 Hrs.	24.27 + 0.81*
2003-2669 Hrs.	25.79 + 0.86*
2670-3336 Hrs.	27.30 + 0.92*
3337-4000 Hrs.	28.82 + 0.97*

*This amount is paid for all hours worked, whether regular or premium hours.

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount not subject to overtime premiums):

- On days where more than one shift is worked on the job, the hours worked after 4:30 PM and before 6:30 AM will be paid an additional \$1.90 per hour premium. This premium is not for use in emergency repair situations.
- Premium of \$1.25 per hour will be paid for the application, rip-off or handling of pitch products. The premium will be paid for pitch that is showing, covered or buried on the roof.
- Premium of \$1.25 per hour will be paid for asbestos abatement requiring a half face respirator.

Supplemental Benefits:

0-667 Hrs.	\$ 19.93
668-1335 Hrs.	20.62
1336-2002 Hrs.	21.29
2003-2669 Hrs.	21.96
2670-3336 Hrs.	22.65
3337-4000 Hrs.	23.32

2-203elmi

Sheetmetal Worker

03/01/2026

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence

WAGES

Per hour:	07/01/2025	11/01/2025	05/01/2026 Additional	05/01/2027 Additional
Sheetmetal Worker:				
** (under \$10 million)	\$ 36.29	\$ 37.54	\$ 3.25*	\$ 3.25*
** (over \$10 million)	\$ 42.29	\$ 43.54	3.25*	3.25*

* To be allocated at a later date.

**For total cost of Sheetmetal contract only.

TO INCLUDE METAL ROOF FLASHINGS, GRAVEL STOP, AND METAL STANDING SEAM ROOFING.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2025	11/01/2025
Journeyworker	\$ 23.31	\$ 23.56

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When any holiday falls on a Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of the Journeyworker's wage.

1st	2nd	3rd	4th	5th
55%	60%	70%	75%	85%

SUPPLEMENTAL BENEFITS per hour:

	1st	2nd	3rd	4th	5th
07/01/2025	\$ 14.84	\$ 15.45	\$ 16.54	\$ 18.18	\$ 19.27
11/01/2025	\$ 15.11	\$ 15.70	\$ 16.79	\$ 18.43	\$ 19.52

6-58

Sprinkler Fitter **03/01/2026**

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2025

Sprinkler \$ 45.06
 Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$ 29.41

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
\$ 23.28	\$ 25.98	\$ 28.15	\$ 30.31	\$ 31.94	\$ 34.64	\$ 36.81	\$ 38.97	\$ 41.14	\$ 43.30

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 9.57	\$ 9.57	\$ 21.49	\$ 21.49	\$ 21.74	\$ 21.74	\$ 21.74	\$ 21.74	\$ 21.74	\$ 21.74

1-669

Teamster - Building **03/01/2026**

JOB DESCRIPTION Teamster - Building

DISTRICT 6

ENTIRE COUNTIES

Broome, Cayuga, Cortland, Delaware, Onondaga, Seneca, Tompkins, Yates

PARTIAL COUNTIES

Allegany: Only the Townships of Alfred, Almond, Burns.

Chenango: Only the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Madison: Only the Townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Nelson and Sullivan.

Oswego: All Townships except Boylston, Redfield and Sandy Creek.

Otsego: Only the Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unadilla, and Worcester.

Steuben: Only the Townships of Canisteo, Cohoctan, Dansville, Fremont, Greenwood, Hornell, Hartsville, Jasper, Prattsburg, Troupsburg, and West Union.

Tioga: Only the Townships of Berkshire, Candor, Newark Valley, Nichols, Owego, Richford, and Tioga. All territory east of Nichols/Smithboro to Broome County, within the State of New York.

WAGES

GROUP A: Straight Trucks.

GROUP B: Tractor Trailer, Farm Tractor, Fuel Truck.

GROUP C: Euclid.

GROUP D: On site Mechanic.

Per hour: 07/01/2025

Building: (under \$ 5 million*)

GROUP A, B, C, D \$ 34.43

Building: (over \$ 5 million*)

GROUP A, B \$ 35.48

GROUP C 35.83

GROUP D 35.63

* Total project cost including General Construction, Plumbing, HVAC and Electrical

SUPPLEMENTAL BENEFITS

Per hour:

(under \$5 million*) \$ 30.87

(over \$5 million*) 31.67

* Total project cost including General Construction, Plumbing, HVAC and Electrical

OVERTIME PAY

(D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

6-317

Teamster - Building

03/01/2026

JOB DESCRIPTION Teamster - Building

DISTRICT 1

ENTIRE COUNTIES

Hamilton, Herkimer, Oneida

PARTIAL COUNTIES

Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida

Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worcester.

WAGES

GROUP # A:

Straight trucks, winch, transit mix on the site, road oilers, dump trucks, pick-ups, panel, water trucks, fuel trucks on the site (including nozzle).

GROUP # B:

Low boy or Low boy trailer, Euclids or similar equipment.

WAGES per hour

07/01/2025

Group A \$ 34.65
 Group B 34.95

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$ 29.56

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

1-294z2

Teamster - Heavy&Highway **03/01/2026**

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Broome, Delaware

PARTIAL COUNTIES

Chenango: Only the Townships of Smithville, Greene, Coventry, Oxford, Afton, Bainbridge and Guilford.

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

Tioga: Only the Townships of Nichols, Tioga, Candor, Richford, Berkshire, Newark Valley and Owego.

WAGES

Per hour:

GROUP #1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanic Helpers and Parts Chasers, Tandems and Batch Trucks, Mechanics, Dispatcher, Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic.

GROUP #2: Specialized Earth Moving Equipment-Euclid type or similar off-highway where not self-loading. Straddle (Ross) Carrier, and self-contained concrete mobile truck. Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

GROUP #3: Fuel Truck that requires a HazMat license endorsement.

	07/01/2025	07/01/2026	07/01/2027
Group #1	\$ 36.63	\$ 39.98	\$ 43.64
Group #2	36.72	40.07	43.73
Group #3	41.63	44.98	48.64

NOTES

- An additional \$1.50 per hour shall be paid to an employee who performs hazardous waste removal work on a City, County, State and/or Federally designated waste site where employee is required to use or wear personal protective equipment.

SHIFT WORK

- A single irregular work shift can start any time between 5:00pm and 1:00am. All employees who work a single irregular shift on governmental mandated night work shall be paid an additional \$5.00 per hour (applicable on projects bid on or after 07/01/2020).

SUPPLEMENTAL BENEFITS

Per hour paid:

\$ 28.20	\$ 28.85	\$ 29.69
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OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If a holiday falls on Sunday, it will be celebrated Monday.

Any employee laid off within the week in which a holiday falls shall receive holiday pay.

2-317(Bing)

Teamster - Heavy&Highway **03/01/2026**

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.
 Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.
 Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida
 Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worchester.
 Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Luzerne, Caldwell (Lake George), and Queensbury.

WAGES

GROUP #1:

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

GROUP #2:

Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP #3:

Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP #4:

Specialized Earth Moving Equipment, Euclid type, or similar off-highway, where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

GROUP #5:

Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

WAGES per hour	07/01/2025	07/01/2026	07/01/2027
Group #1	\$ 41.78	\$43.79	\$45.79
Group #2	41.84	43.85	45.85
Group #3	41.93	43.94	45.95
Group #4	42.07	44.09	46.10
Group #5	42.24	44.26	46.28

Hazardous waste projects that require a Level C or greater protection shall be paid an additional \$ 1.00 per hour.

SHIFT WORK

All employees who work a single irregular work shift starting between 5pm and 1 am on governmental mandated night shifts shall be paid an additional \$2.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 29.87	\$ 30.77	\$ 31.64
+\$1.00 per*	+\$1.00 per*	+\$1.00 per*
hour worked	hour worked	hour worked

(*) not applicable to paid holidays

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

1-294h/h

Welder

03/01/2026

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 07/01/2025

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY
HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (B3) Time and one half of the hourly rate after 40 straight hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays

- (S) Two and one half times the hourly rate for Holidays
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday

(29) Juneteenth

**New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226**

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

Contracting Agency

Architect or Engineering Firm

Public Work District Office

Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address (Check if new or change)

Telephone

Fax

E-Mail:

2. NY State Units (see Item 5).

01 DOT

02 OGS

03 Dormitory Authority

04 State University
Construction Fund

05 Mental Hygiene
Facilities Corp.

06 OTHER N.Y. STATE UNIT

07 City

08 Local School District

09 Special Local District, i.e.,
Fire, Sewer, Water District

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

Fuel Delivery

Guards, Watchmen

Janitors, Porters, Cleaners,
Elevator Operators

Moving furniture and
equipment

Trash and refuse removal

Window cleaners

Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES NO

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

For inquiries please call 518-457-5589.

NYSDOL Bureau of Public Work Debarment List 03/20/2026

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL		AKHLAQ OULAKH		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		ALEXANDER DELISA		411 THEODORE FREMND SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBASHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY CASALE		20 HEATHER RIDGE ROAD TROY NY 12180	05/20/2025	05/20/2030
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DA	*****2404	BJA RENOVATION, CORP		33 DOLLARD DR NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		C.M.C CONTRACTORS, INC.		500 WEST PUTNAM AVE SUITE 400GREENWICH CT 06830	09/03/2025	09/03/2030
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL		CARLOS F. ESCOBAR		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		CARLOS FIGUEROA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTI ON	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL		CESAREO TULA		120 SEARS AVE ELMSFORD NY 10523	09/26/2025	09/26/2030
DOL	DOL	*****2292	CHAMPION MAINTENANCE CONTRACTORS, INC.		211 SOUTH RIDGE STREET RYE BROOK NY 10573	09/03/2025	09/03/2030
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DOL		CHARLES CASALE		55 MAIN AVENUE WYNANTSKILL NY 12198	05/20/2025	05/20/2030
DOL	DOL		CHARLES CASALE		55 MAIN AVENUE WYNANTSKILL NY 12198	05/20/2025	05/20/2030
DOL	DOL		CHRISTOPHER PEROSI		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	*****2281	CORRAO TRUCKING, INC.		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL DELISA		211 SOUTH RIDGE STREET RYE BROOK NY 10573	09/03/2025	09/03/2030
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027

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DOL	DOL		DARWIN PEGUESE	6400 BALTIMORE NATIONAL SUITE 602CANTONSVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL		DAVID FRIEDLANDER	64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL		DENISE NAGLE	36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		DINA TAYLOR	64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG		EDWIN HUTZLER	23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER	2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****2337	EGL DRAINAGE SOLUTION & REPAIRS LLC	5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR	5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EMIL KISZKO	84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION CORP.	84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION LLC	4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		EUGENIUSZ "GINO" KUCHAR	195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER	2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.	195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		GEORGE LUCEY	150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DA		GIOVANNA TRAVAJA	3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO	2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC	505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	*****4760	GTX CONSTRUCTION ASSOCIATES, CORP	2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HENRY WICKE A/K/A HENRY WICKE, JR.	36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		HERBERT CLEMEN	42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN	42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****6961	HUNTER ELEVATOR COMPANY, INC.	36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL	*****2397	ISLAND BREEZE MARINE, INC.	6400 BALTIMORE NATIONAL CANTONSVILLE MD 21228	10/24/2024	10/24/2029
DOL	DOL	*****5010	J. LINDSLEY ENTERPRISE, LLC	1002 STATE ROUTE 176 FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL	*****0241	J. LINDSLEY ROOFING, LLC	211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		J.M.J CONSTRUCTION	151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION	531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION	531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION	531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC	531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC	531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC	531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC	531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC	531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC	531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC	531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028

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DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JENNIFER LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JERRY DASTON		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN NAGLE A/K/A JOHN NAGLE, JR.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		JONATHAN DELISA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		JORGE FIGUEROA		411 THEODORE FRMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DA		JOSEPH DEMASCO		33 DOLLARD DRIVE NORTH BABYLON NY 11703	01/30/2026	01/30/2031
DOL	DA		JOSEPH DEMASCO		33 DOLLARD DRIVE NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL		JOSEPH HALL		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL	*****2271	JOSEPH HALL COMPANIES LLC		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028

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DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KEVIN FUNEZ URBINA A/K/A KEVIN FUNEZ		1009 LYNDAL AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****8760	KJ&J CONSTRUCTION, LLC		1009 LYNDAL AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****3716	LIGHTNIN ELECTRIC INC.		3418 NORTHERN BLVD SUITE 5-27/LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LIZETTE PONCE		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		MOHAMMAD MIAN		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	NYC		NASEER CHAUDHRY		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027

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DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS BARNETT		33 DOLLARD DR BABYLON NY 11703	03/04/2025	03/04/2030
DOL	DOL		NICHOLAS RAO		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		NIKOLA NTONI		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	NYC	*****6971	NN CONSTRUCTION, INC.		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	*****4772	R.W. LOBDELL CONSTRUCTION LLC		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		ROSA GARCIA		411 THEODORE FRMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEVEN DELISA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026

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DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED MUHAMMAD S. JAFRI A/K/A SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4855	TECH INDUSTRIES LLC		20 HEATHER RIDGE ROAD TROY NY 12180	05/20/2025	05/20/2030
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL	*****2426	THE MATRUKH GROUP, INC.		4307 28TH AVE PO BOX 9082ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		THOMAS LOBDELL		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8485	TULA PLUMBING AND HEATING LLC		120 SEARS AVE ELMSFORD NY 10523	09/26/2025	09/26/2030
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBASHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		VINCENT CORRAO		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL	*****9494	WND CONSTRUCTION LLC		411 THEODORE FREMD AVENUE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

"General Decision Number: NY20260004 05/18/2026

State: New York

Construction Types: Building, Heavy and Highway

Counties: New York Counties of Broome and Chenango

Excludes building construction in Chenango County

Modification Number	Publication Date
1	01/30/2026
2	05/18/2026

ASBE0030-004 05/01/2023

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER: SCOPE OF WORK: DUTIES LIMITED TO PREPARATION, WETTING, STRIPPING, REMOVAL, SCRAPPING, VACUUMING, BAGGING, AND DISPOSING OF ALL INSULATION MATERIALS, WHETHER THEY CONTAIN ASBESTOS OR NOT FROM MECHANICAL SYSTEM (BROOME (BUILDING, HEAVY, AND HIGHWAY) AND CHENANGO (HEAVY AND HIGHWAY)).....	\$ 38.50	25.04
ASBESTOS/INSULATOR WORKER: INCLUDES APPLICATION OF ALL MATERIALS, PROTECTIVE COVERINGS, COATINGS AND FINISHINGS TO ALL TYPES OF MECHANICAL SYSTEMS. ALSO THE APPLICATION OF FIRESTOPPING MATERIAL TO OPENINGS AND PENETRATIONS IN WALLS, FLOORS, CEILINGS, CURTAIN WALLS AND ALL LEAD ABATEMENT. (BROOME (BUILDING, HEAVY, AND HIGHWAY) AND CHENANGO (HEAVY AND HIGHWAY)).....	\$ 43.25	27.29

ASBE0030-004 05/01/2025

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER: SCOPE OF WORK: DUTIES LIMITED TO PREPARATION, WETTING, STRIPPING, REMOVAL, SCRAPPING, VACUUMING, BAGGING, AND DISPOSING OF ALL INSULATION MATERIALS, WHETHER THEY CONTAIN ASBESTOS OR NOT FROM MECHANICAL SYSTEM (BROOME (BUILDING, HEAVY, AND HIGHWAY) AND CHENANGO (HEAVY AND HIGHWAY)).....	\$ 38.50	25.04
ASBESTOS/INSULATOR WORKER: INCLUDES APPLICATION OF ALL MATERIALS, PROTECTIVE COVERINGS, COATINGS AND FINISHINGS TO ALL TYPES OF MECHANICAL SYSTEMS. ALSO THE APPLICATION OF FIRESTOPPING MATERIAL TO OPENINGS AND PENETRATIONS IN WALLS, FLOORS, CEILINGS, CURTAIN WALLS AND ALL LEAD ABATEMENT. (BROOME (BUILDING, HEAVY, AND HIGHWAY) AND CHENANGO (HEAVY AND HIGHWAY)).....	\$ 43.25	27.29

BOIL0197-004 01/01/2025

	Rates	Fringes
BOILERMAKER BROOME (BUILDING, HEAVY, AND		

HIGHWAY) AND CHENANGO (HEAVY AND HIGHWAY).....\$ 43.34 27.66

BRNY0003-002 07/01/2025

Rates Fringes

MARBLE, TILE AND TERRAZZO FINISHERS: BUILDING CONSTRUCTION, BROOME COUNTY (BINGHAMTON CHAPTER)....\$ 34.34 28.46
MARBLE MASONS, TILE LAYERS, AND TERRAZZO WORKERS: BUILDING CONSTRUCTION, BROOME COUNTY (BINGHAMTON CHAPTER).....\$ 34.34 28.46
CEMENT MASONS: HEAVY AND HIGHWAY CONSTRUCTION, BROOME & CHENANGO COUNTIES (BINGHAMTON CHAPTER).....\$ 38.63 25.05
BRICKLAYERS, CEMENT MASONS, STONE MASONS, POINTERS, CAULKERS AND CLEANERS: BUILDING CONSTRUCTION, BROOME COUNTY (BINGHAMTON CHAPTER).....\$ 34.34 28.46

CARP0277-010 07/01/2025

Rates Fringes

CARPENTER: MILLWRIGHTS BUILDING CONSTRUCTION BROOME COUNTY FOOTNOTES: A. PAID HOLIDAYS: INDEPENDENCE DAY AND LABOR DAY, PROVIDED THE EMPLOYEE WORKS HIS SCHEDULED DAY BEFORE AND HIS SCHEDULED DAY AFTER THE HOLIDAY AND IS ON THE PAYROLL IN THE PAYROLL WEEK IN WHICH THE HOLIDAY FALLS.....\$ 31.69 21.92
CARPENTER, BUILDING CONSTRUCTION: CARPENTERS, CARPET LAYER, DRYWALL APPLICATOR, FLOOR COVERER, LATHER (BROOME COUNTY). FOOTNOTES: A. PAID HOLIDAYS: INDEPENDENCE DAY AND LABOR DAY, PROVIDED THE EMPLOYEE WORKS HIS SCHEDULED DAY BEFORE AND HIS SCHEDULED DAY AFTER THE HOLIDAY AND IS ON THE PAYROLL IN THE PAYROLL WEEK IN WHICH THE HOLIDAY FALLS.....\$ 31.69 21.92
CARPENTER HEAVY & HIGHWAY CONSTRUCTION CHENANGO COUNTY FOOTNOTES: A. PAID HOLIDAYS: INDEPENDENCE DAY AND LABOR DAY, PROVIDED THE EMPLOYEE WORKS HIS SCHEDULED DAY BEFORE AND HIS SCHEDULED DAY AFTER THE HOLIDAY AND IS ON THE PAYROLL IN THE PAYROLL WEEK IN WHICH THE HOLIDAY FALLS.....\$ 44.52 27.16
CARPENTER HEAVY & HIGHWAY CONSTRUCTION BROOME COUNTY FOOTNOTES: A. PAID HOLIDAYS: INDEPENDENCE DAY AND LABOR DAY, PROVIDED THE EMPLOYEE WORKS HIS SCHEDULED DAY BEFORE AND HIS SCHEDULED DAY AFTER THE HOLIDAY AND IS ON THE PAYROLL IN THE PAYROLL WEEK IN WHICH THE HOLIDAY FALLS.....\$ 39.52 27.16

ELEC0043-003 06/01/2025

Rates Fringes

ELECTRICIAN CHENANGO (TWPS OF COLUMBUS, NEW BERLIN & SHERBURNE): HEAVY AND HIGHWAY.....\$ 50.50 35.03

ELEC0325-002 06/01/2025

Rates Fringes

ELECTRICIAN (BROOME (BUILDING, HEAVY, AND HIGHWAY) AND CHENANGO (ENTIRE COUNTY, EXCEPT COLUMBUS, NEW BERLIN AND SHERBURNE TOWNSHIPS) HEAVY AND HIGHWAY)..\$ 42.68 33.06
CABLE SPLICER (BROOME (BUILDING, HEAVY, AND HIGHWAY) AND CHENANGO (ENTIRE COUNTY, EXCEPT COLUMBUS, NEW BERLIN AND SHERBURNE TOWNSHIPS) HEAVY AND HIGHWAY).....\$ 50.43 33.29

ELEC1249-010 05/05/2025

Rates

Fringes

ELECTRICIAN (LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR TRAFFIC SIGNAL SYSTEMS, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS): MECHANIC (BROOME (BUILDING, HEAVY, AND HIGHWAY) AND CHENANGO (HEAVY AND HIGHWAY)) FOOTNOTE: A. NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, PLUS PRESIDENT'S DAY, GOOD FRIDAY, DECORATION DAY, ELECTION DAY FOR THE PRESIDENT OF THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR OF THE STATE OF NEW YORK, PROVIDED THE EMPLOYEE WORKS THE DAY BEFORE OR THE DAY AFTER THE HOLIDAY...\$ 42.29

30.66

ELECTRICIAN (LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR TRAFFIC SIGNAL SYSTEMS, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS): LINEMAN & TECHNICIAN (BROOME (BUILDING, HEAVY, AND HIGHWAY) AND CHENANGO (HEAVY AND HIGHWAY)) FOOTNOTE: A. NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, PLUS PRESIDENT'S DAY, GOOD FRIDAY, DECORATION DAY, ELECTION DAY FOR THE PRESIDENT OF THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR OF THE STATE OF NEW YORK, PROVIDED THE EMPLOYEE WORKS THE DAY BEFORE OR THE DAY AFTER THE HOLIDAY...\$ 52.86

35.60

ELECTRICIAN (LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR TRAFFIC SIGNAL SYSTEMS, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS): GROUNDMAN TRUCK DRIVER (TRACTOR TRAILER UNIT) (BROOME (BUILDING, HEAVY, AND HIGHWAY) AND CHENANGO (HEAVY AND HIGHWAY)) FOOTNOTE: A. NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, PLUS PRESIDENT'S DAY, GOOD FRIDAY, DECORATION DAY, ELECTION DAY FOR THE PRESIDENT OF THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR OF THE STATE OF NEW YORK, PROVIDED THE EMPLOYEE WORKS THE DAY BEFORE OR THE DAY AFTER THE HOLIDAY.....\$ 44.93

30.85

ELECTRICIAN (LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR TRAFFIC SIGNAL SYSTEMS, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS): GROUNDMAN (TRUCK DRIVER) (BROOME (BUILDING, HEAVY, AND HIGHWAY) AND CHENANGO (HEAVY AND HIGHWAY)) FOOTNOTE: A. NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, PLUS PRESIDENT'S DAY, GOOD FRIDAY, DECORATION DAY, ELECTION DAY FOR THE PRESIDENT OF THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR OF THE STATE OF NEW YORK, PROVIDED THE EMPLOYEE WORKS THE DAY BEFORE OR THE DAY AFTER THE HOLIDAY.....\$ 42.29

30.66

ELECTRICIAN (LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR TRAFFIC SIGNAL SYSTEMS, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS): FLAGMAN (BROOME (BUILDING, HEAVY, AND HIGHWAY) AND CHENANGO (HEAVY AND HIGHWAY)) FOOTNOTE: A. NEW YEAR'S DAY, MEMORIAL DAY,

INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY,
 CHRISTMAS DAY, PLUS PRESIDENT'S DAY, GOOD FRIDAY,
 DECORATION DAY, ELECTION DAY FOR THE PRESIDENT OF
 THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR
 OF THE STATE OF NEW YORK, PROVIDED THE EMPLOYEE
 WORKS THE DAY BEFORE OR THE DAY AFTER THE HOLIDAY...\$ 31.72 29.87

 ELEC1249-011 05/05/2025

Rates Fringes

ELECTRICIAN, LINE CONSTRUCTION: MECHANIC (Switching
 structures; railroad catenary installation and
 maintenance, third rail type underground fluid or
 gas filled transmission conduit and cable
 installations (including any and all fiber optic
 ground product by any other name manufactured for
 the dual purpose of ground fault protection and
 fiber optic capabilities), pipetype cable
 installation and maintenance jobs or projects, and
 maintenance bonding of rails; Pipetype cable
 installation).....\$ 49.25 31.15
 ELECTRICIAN, LINE CONSTRUCTION: MECHANIC
 (Substation:.).....\$ 49.25 31.15
 ELECTRICIAN, LINE CONSTRUCTION: MECHANIC (Overhead
 and underground distribution and maintenance work
 and all overhead and underground transmission line
 work including any and all fiber optic ground wire,
 fiber optic shield wire or any other like product
 by any other name manufactured for the dual purpose
 of ground fault protection and fiber optic
 capabilities :.).....\$ 49.25 31.15
 ELECTRICIAN, LINE CONSTRUCTION: LINEMAN &&
 TECHNICIAN (Switching structures; railroad catenary
 installation and maintenance, third rail type
 underground fluid or gas filled transmission
 conduit and cable installations (including any and
 all fiber optic ground product by any other name
 manufactured for the dual purpose of ground fault
 protection and fiber optic capabilities), pipetype
 cable installation and maintenance jobs or
 projects, and maintenance bonding of rails;
 Pipetype cable ins.....\$ 61.56 36.21
 ELECTRICIAN, LINE CONSTRUCTION: LINEMAN &&
 TECHNICIAN (Substation:.).....\$ 61.56 36.21
 ELECTRICIAN, LINE CONSTRUCTION: GROUNDMAN TRUCK
 DRIVER (TRACTOR TRAILER UNIT) (Substation:.).....\$ 49.25 31.15
 ELECTRICIAN, LINE CONSTRUCTION: GROUNDMAN TRUCK
 DRIVER (TRACTOR TRAILER UNIT) (Overhead and
 underground distribution and maintenance work and
 all overhead and underground transmission line work
 including any and all fiber optic ground wire,
 fiber optic shield wire or any other like product
 by any other name manufactured for the dual purpose
 of ground fault protection and fiber optic
 capabilities :.).....\$ 49.25 31.15
 ELECTRICIAN, LINE CONSTRUCTION: GROUNDMAN TRUCK
 DRIVER (Switching structures; railroad catenary
 installation and maintenance, third rail type
 underground fluid or gas filled transmission
 conduit and cable installations (including any and
 all fiber optic ground product by any other name
 manufactured for the dual purpose of ground fault
 protection and fiber optic capabilities), pipetype
 cable installation and maintenance jobs or
 projects, and maintenance bonding of rails;

Pipetype cable installat.....	\$ 49.25	31.15
ELECTRICIAN, LINE CONSTRUCTION: GROUNDMAN TRUCK DRIVER (Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :)		
.....	\$ 49.25	31.15
ELECTRICIAN, LINE CONSTRUCTION: GROUNDMAN DIGGING MACHINE OPERATOR (Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails;		
Pipetype cab.....	\$ 55.40	31.78
ELECTRICIAN, LINE CONSTRUCTION: GROUNDMAN DIGGING MACHINE OPERATOR (Substation:)		
.....	\$ 55.40	31.78
ELECTRICIAN, LINE CONSTRUCTION: GROUNDMAN DIGGING MACHINE OPERATOR (Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :)		
....	\$ 55.40	31.78
ELECTRICIAN, LINE CONSTRUCTION: FLAGMAN (Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation)		
.....	\$ 35.34	30.12
ELECTRICIAN, LINE CONSTRUCTION: FLAGMAN (Substation:)		
.....	\$ 35.34	30.12
ELECTRICIAN, LINE CONSTRUCTION: FLAGMAN (Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :)		
.....	\$ 35.34	30.12
ELECTRICIAN, LINE CONSTRUCTION: CABLE SPLICER (Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails;		
Pipetype cable installation).....	\$ 64.59	42.92
ELECTRICIAN, LINE CONSTRUCTION: CABLE SPLICER (Substation:)		
.....	\$ 63.14	42.82
ELECTRICIAN LINE CONSTRUCTION, (SWITCHING		

STRUCTURES; RAILROAD CATENARY INSTALLATION AND MAINTENANCE, THIRD RAIL TYPE UNDERGROUND FLUID OR GAS FILLED TRANSMISSION CONDUIT AND CABLE INSTALLATIONS (INCLUDING ANY AND ALL FIBER OPTIC GROUND PRODUCT BY ANY OTHER NAME MANUFACTURED FOR THE DUAL PURPOSE OF GROUND FAULT PROTECTION AND FIBER OPTIC CAPABILITIES), PIPETYPE CABLE INSTALLATION AND MAINTENANCE JOBS OR PROJECTS, AND MAINTENANCE BONDING OF RAILS; PIPETYPE CABLE INSTALLATION): GROUNDMAN TRUCK DRIVER

(TRACTOR-TRAILER UNIT) BROOME (BUILDING, HEAVY, AND HIGHWAY) AND CHENANGO (HEAVY AND HIGHWAY)

FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, AND ELECTION DAY FOR THE PRESIDENT OF THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR OF NEW YORK STATE, PROVIDED THE EMPLOYEE WORKS TWO DAYS BEFORE OR TWO DAYS AFTER THE HOLIDAY.....\$ 52.33

31.36

ELECTRICIAN LINE CONSTRUCTION SUBSTATION: GROUND MAN TRUCK DRIVER BROOME (BUILDING, HEAVY, AND HIGHWAY) AND CHENANGO (HEAVY AND HIGHWAY)

FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, AND ELECTION DAY FOR THE PRESIDENT OF THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR OF NEW YORK STATE, PROVIDED THE EMPLOYEE WORKS TWO DAYS BEFORE OR TWO DAYS AFTER THE HOLIDAY.....\$ 49.25

31.15

ELECTRICIAN LINE CONSTRUCTION OVERHEAD AND UNDERGROUND DISTRIBUTION AND MAINTENANCE WORK AND ALL OVERHEAD AND UNDERGROUND TRANSMISSION LINE WORK INCLUDING ANY AND ALL FIBER OPTIC GROUND WIRE, FIBER OPTIC SHIELD WIRE OR ANY OTHER LIKE PRODUCT BY ANY OTHER NAME MANUFACTURED FOR THE DUAL PURPOSE OF GROUND FAULT PROTECTION AND FIBER OPTIC CAPABILITIES : GROUNDMAN TRUCK DRIVER BROOME (BUILDING, HEAVY, AND HIGHWAY) AND CHENANGO (HEAVY AND HIGHWAY) FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, AND ELECTION DAY FOR THE PRESIDENT OF THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR OF NEW YORK STATE, PROVIDED THE EMPLOYEE WORKS TWO DAYS BEFORE OR TWO DAYS AFTER THE HOLIDAY.....\$ 61.56

36.21

ELEC1249-012 01/01/2025

Rates

Fringes

ELECTRICIAN LINE CONSTRUCTION TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT GROUNDMAN BROOME (BUILDING, HEAVY, AND HIGHWAY) AND CHENANGO (HEAVY AND HIGHWAY) A. NEW YEAR'S DAY, PRESIDENT'S DAY, GOOD FRIDAY, DECORATION DAY, INDEPENDENCE DAY, LABOR DAY, VETERAN'S DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, CHRISTMAS DAY.....\$ 20.53

6.39

ELECTRICIAN LINE CONSTRUCTION TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT CABLE SPLICER BROOME (BUILDING, HEAVY, AND HIGHWAY) AND CHENANGO (HEAVY AND HIGHWAY) A. NEW YEAR'S DAY, PRESIDENT'S DAY, GOOD FRIDAY, DECORATION DAY, INDEPENDENCE DAY, LABOR DAY, VETERAN'S DAY,

THANKSGIVING DAY, DAY AFTER THANKSGIVING, CHRISTMAS DAY.....\$ 40.81 6.99
 ELECTRICIAN LINE CONSTRUCTION INSTALLER REPAIRMAN-TELEDATA LINEMAN/TECHNICIAN-EQUIPMENT OPERATOR A. NEW YEAR'S DAY, PRESIDENT'S DAY, GOOD FRIDAY, DECORATION DAY, INDEPENDENCE DAY, LABOR DAY, VETERAN'S DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, CHRISTMAS DAY.....\$ 38.73 6.93

ELEV0062-003 01/01/2025

Rates Fringes

ELEVATOR MECHANIC BROOME (BUILDING, HEAVY, AND HIGHWAY) AND CHENANGO (HEAVY AND HIGHWAY) 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.....\$ 58.44 38.44

ENGI0158-005 07/01/2025

Rates Fringes

POWER EQUIPMENT OPERATORS:, BUILDING:: GROUP C FORK LIFT, HIGH LIFT, LULL, OILER, FIREMAN AND HEAVY-DUTY GREASER, BOILERS AND STEAM GENERATORS, PUMP, VIBRATOR, MOTOR MIXER, AIR COMPRESSOR, DUST COLLECTOR, SELDING MACHINE, WELL POINT, MECHANICAL HEATER, GENERATORS, TEMPORARY LIGHT PLANTS, CONCRETE PUMPS, ELECTRIC SUBMERSIBLE PUMP 4" AND OVER, MURPHY TYPE DIESEL GENERATOR, CONVEYOR, ELEVATORS, CONCRETE MIXER AND BELTCRETE POWER PACK (BELTCRETE SYSTEM SEEDING AND MULCHING MACHINES PUMPS. (BROOME COUNTY) HAZARDOUS WORK- ANYTIME OPERATING ENGINEERS ARE INVOLVED WITH LEVEL C OR ABOVE, \$3.00 PER HOUR OVER REGULAR RATE. FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY.....\$ 46.54 32.80

POWER EQUIPMENT OPERATORS:, BUILDING: GROUP B BACKHOES (RUBBER TIRED BACKHOE/LOADER COMBINATION), BULLDOZER, PUSHCAT, TRACTOR, TRAXCAVATOR, SCRAPER, LETOURNEAU GRADER, FORM FINE GRADER, ROAD ROLLER, BLACKTOP ROLLER, BLACKTOP SPREADER, POWER BROOMS, SWEEPERS, TRENCHING MACHINE, BARBER GREEN LOADER, SIDE BOOMS, HYDRO HAMMER, CONCRETE SPREADER, CONCRETE FINISHING MACHINE, ONE DRUM HOIST, POWER HOISTING (SINGLE DRUM), HOIST TWO DRUM OR MORE, THREE DRUM ENGINE, POWER HOISTING (TWO DRUM AND OVER), TWO DRUM AND SWINGING ENGINE, THREE DRUM SWINGING ENGINE, HOD HOIST, A-L FRAME WINCHES, CORE AND WELL DRILLERS (ONE DRUM), POST HOLE DIGGER, MODEL CHB VIBROTAMP OR SIMILAR MACHINE, BATCH BIN AND PLANT OPERATOR, DINKEY LOCOMOTIVE, SKID STEER LOADER, TRACK EXCAVATOR 5/8 CU. YD. OR SMALLER. (BROOME COUNTY) HAZARDOUS WORK- ANYTIME OPERATING ENGINEERS ARE INVOLVED WITH LEVEL C OR ABOVE, \$3.00 PER HOUR OVER REGULAR RATE. FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY.....\$ 48.85 32.80

POWER EQUIPMENT OPERATORS:, BUILDING: GROUP A SHOVEL, ALL EXCAVATORS (INCLUDING RUBBER TIRE, FULL

SWING), GRADALLS, POWER ROAD GRADER ALL CMI EQUIPMENT, FRONT-END RUBBER TIRE LOADER, TRACTOR-MOUNTED DRILL (QUARRY MASTER), MUCKING MACHINE, CONCRETE CENTRAL MIX PLANT, CONCRETE PUMP, BELCRETE SYSTEM, AUTOMATED ASPHALT CONCRETE PLANT, TRACTOR ROAD PAVER, BOOM TRUCKS 5 TONS AND UNDER, MAINTENANCE ENGINEER, SELF CONTAINED CRAWLER DRILL-HYDRAULIC ROCK DRILL. (BROOME COUNTY) HAZARDOUS WORK- ANYTIME OPERATING ENGINEERS ARE INVOLVED WITH LEVEL C OR ABOVE, \$3.00 PER HOUR OVER REGULAR RATE. FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY.....\$ 49.31 32.80

POWER EQUIPMENT OPERATORS: GROUP A(1) CRANE, HYDRAULIC CRANES, TOWER CRANE, LOCOMOTIVE CRANE, PILEDRIVER, CABLEWAY, DERRICKS, WHIRLIES, DRAGLINE, BOOM TRUCKS OVER 5 TONS BROOME COUNTY (BUILDING) HAZARDOUS WORK- ANYTIME OPERATING ENGINEERS ARE INVOLVED WITH LEVEL C OR ABOVE, \$3.00 PER HOUR OVER REGULAR RATE. FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY.....\$ 51.71 32.80

ENGI0158-019 07/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATORS: GROUP 3.....	\$ 53.82	33.55
POWER EQUIPMENT OPERATORS (HEAVY & HIGHWAY): GROUP 7 MASTER MECHANIC FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY.....	\$ 58.61	33.55
POWER EQUIPMENT OPERATORS (HEAVY & HIGHWAY): GROUP 6 CRANES 49 TONS AND BELOW FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY.....	\$ 60.30	33.55
POWER EQUIPMENT OPERATORS (HEAVY & HIGHWAY): GROUP 5 CRANES 50 TONS AND OVER FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY.....	\$ 61.80	33.55
POWER EQUIPMENT OPERATORS (HEAVY & HIGHWAY): GROUP 4 TOWER CRANES FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY.....	\$ 63.30	33.55
POWER EQUIPMENT OPERATORS (HEAVY & HIGHWAY): GROUP 2 ASPHALT PAVER, BACKHOE (TRACTOR MOUNTED, RUBBER TIRED), BITUMINOUS RECYCLER MACHINE, BITUMINOUS SPREADER AND MIXER, BLACKTOP PLANT (NONAUTOMATED), BLAST OR ROTARY DRILL (TRUCK OR TRACTOR MOUNTED), BORING MACHINE, CAGE HOIST, CENTRAL MIX PLANT (NONAUTOMATED) AND ALL CONCRETE BATCHING PLANTS, CHERRY PICKER (5 TONS CAPACITY AND UNDER), CONCRETE PAVER (OVER 16S), CRAWLER DRILL, SELF-CONTAINED, CRUSHER, DIESEL POWER UNIT, DRILL RIGS, TRACTOR MOUNTED, FRONT END LOADER (UNDER 4 CU. YD.), GREASEMAN/LUBRICATION ENGINEER, HIPRESSURE BOILER (15 LBS. AND OVER), HOIST (ONE DRUM), HYDRO-AXE, KOLMAN PLANT LOADER AND SIMILAR TYPE LOADERS, L.C.M. WORK BOAT OPERATOR, LOCOMOTIVE MIXER (FOR STABILIZED BASE SELFPROPELLED), MONORAIL MACHINE, PLANT ENGINEER, PROFILER (105 H.P. AND UNDER), GRINDER, POST HOLE DIGGER AND POST DRIVER, POWER BROOM (TOWED), POWER HEATERMAN, POWER SWEEPER, REVINIUS WIDENER, ROLLER (GRADE AND FILL),		

SCARIFIER, RIDE-ON, SHELL WINDER, SKID STEER LOADER (BOBCAT OR SIMILAR), SPAN-SAW, RIDE-ON, STEAM CLEANER, PUG MILL, PUMP CRETE READY MIX CONCRETE PLANT REFRIGERATION EQUIPMENT (FOR SOIL STABILIZATION)ROAD WIDENER, ROLLER (ALL ABOVE SUBGRADE), SEA MULE, SELF-CONTAINED RIDE-ON ROCK DRILL, EXCLUDING AIR-TRACK TYPE DRILL, SKIDDER, TRACTOR WITH DOZER AND/OR PUSHER, TRENCHER. TUGGER HOIST, VERMEER SAW (RIDE ON, ANY SIZE OR TYPE), WINCH, WINCH CAT FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY.....\$ 56.39 33.55

POWER EQUIPMENT OPERATORS (HEAVY & HIGHWAY): GROUP 1 ASPHALT CURB MACHINE, SELF PROPELLED, SLIPFORM, AUTOMATED CONCRETE SPREADER (CMI TYPE), AUTOMATIC FINE GRADER, BACKHOE (EXCEPT TRACTOR MOUNTED, RUBBER TIRED), BACKHOE EXCAVATOR FULL SWING (CAT 212 OR SIMILAR TYPE), BACK FILLING MACHINE, BELT PLACER (CMI TYPE), BLACKTOP PLANT (AUTOMATED), BOOM TRUCK , CABLEWAY, CAISSON AUGER, CENTRAL MIX CONCRETE PLANT (AUTOMATED), CONCRETE CURB MACHINE, SELF PROPELLED, SLIPFORM, CONCRETE PUMP, CRANE, CHERRY PICKER, DERRICKS (STEEL ERECTION), DRAGLINE, OVERHEAD CRANE (GANTRY OR STRADDLE TYPE), PILE DRIVER, TRUCK CRANE, DIRECTIONAL DRILLING MACHINE, DREDGE, DUAL DRUM PAVER, EXCAVATOR (ALL PURPOSE HYDRAULICALLY OPERATED) (GRADALL OR SIMILAR), FRONT END LOADER (4 CU. YD. AND OVER), HEAD TOWER (SAUERMAN OR EQUAL), HOIST (TWO OR THREE DRUM), HOLLAND LOADER, MAINTENANCE ENGINEER, MINE HOIST, MUCKING MACHINE OR MOLE PAVEMENT BREAKER(SP) WERTGEN; PB-4 AND SIMILAR TYPE, POWER GRADER, PROFILER (OVER 105 H.P.) QUAD 9, QUARRY MASTER (OR EQUIVALENT), SCRAPER, FIREMAN, FORM TAMPER, GROUT PUMP, GUNITE MACHINE, HAMMERS (HYDRAULIC SELF-PROPELLED), HYDRA-SPIKER, RIDE-ON, HYDRAULIC PUMP (JACKING SYSTEM), HYDRO-BLASTER (WATER), MULCHING MACHINE, OILER, PARAPET CONCRETE OR PAVEMENT, SHOVEL, SIDE BOOM, SLIP FORM PAVER, TRACTOR DRAWN, BELTTYPE LOADER, TRUCK OR TRAILER MOUNTED LOG , CHIPPER (SELF FEEDER), TUG OPERATOR (MANNED RENTED EQUIPMENT EXCLUDED), TUNNEL SHOVEL FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY.....\$ 57.30 33.55

IRON0060-001 07/01/2025

Rates Fringes

IRONWORKER: STRUCTURAL, ORNAMENTAL, REINFORCING, PRE-CAST CONCRETE ERECTOR, MACHINERY MOVER & RIGGER, FENCE ERECTOR, STONE DERRICKMAN, WELDER, SHEETER, SHEETER BUCKER-UP (BROOME; CHENANGO (TWPS. OF AFTON, BAINBRIDGE, COVENTRY, GERMAN, GREENE, GILFORD, MCDONOUGH, NORWICH, OXFORD, PRESTON, AND SMITHVILLE):).....\$ 37.16 30.68

IRON0440-003 07/01/2025

Rates Fringes

IRONWORKER: STRUCTURAL, ORNAMENTAL, RODMEN, REINFORCEMENT, RIGGER, MACHINERY MOVER, FENCE ERECTOR, STONE DERRICKMAN (CHENANGO (TWPS. OF COLUMBUS, NEW BERLIN, NORTH NORWICH, PLYMOUTH, SHERBURNE AND SMYRNA):).....\$ 35.50 31.39

LAB00017-003 06/01/2023

Rates

Fringes

LABORER HEAVY AND HIGHWAY GROUP 4 ASBESTOS, TOXIC,
 LEAD OR HAZARDOUS MATERIAL ABATEMENT FOREMAN TWPS.
 OF COLUMBUS, SHERBURNE AND NEW BERLIN IN CHENANGO
 COUNTY FOOTNOTES: A. PAID HOLIDAYS: NEW YEARS
 DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,
 THANKSGIVING DAY, CHRISTMAS DAY, WASHINGTON'S
 BIRTHDAY, ELECTION DAY, VETERANS DAY PROVIDED THE
 EMPLOYEE WORKS ONE DAY IN THE CALENDAR WEEK DURING
 WHICH THE HOLIDAY OCCURS.....\$ 46.75

30.40

LABORER HEAVY AND HIGHWAY GROUP 3 INGERSOLL RAND
 HEAVY DUTY CRAWLER MASTER TYPE HCMZ, ANY DRILL
 USING 4"" OR LARGER BIT, ASBESTOS, TOXIC,
 BIO-REMEDICATION, PHYTO-REMEDICATION, LEAD OR
 HAZARDOUS MATERIAL ABATEMENT WHEN PROTECTIVE
 CLOTHING AND EQUIPMENT IS REQUIRED, ALL WORKING
 FOREMEN INCLUDING GRADE, PIPE, CONCRETE, CLEARING,
 BLACKTOP DRILL, PAVING AND BLASTER ETC., HYDRAULIC
 DRILL OR SIMILAR, FORKLIFT FOR MASONRY ONLY,
 BLASTER AND ASPHALT SCREEDMAN TWPS. OF COLUMBUS,
 SHERBURNE AND NEW BERLIN IN CHENANGO COUNTY
 FOOTNOTES: A. PAID HOLIDAYS: NEW YEARS DAY,
 MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,
 THANKSGIVING DAY, CHRISTMAS DAY, WASHINGTON'S
 BIRTHDAY, ELECTION DAY, VETERANS DAY PROVIDED THE
 EMPLOYEE WORKS ONE DAY IN THE CALENDAR WEEK DURING
 WHICH THE HOLIDAY OCCURS.....\$ 41.90

30.40

LABORER HEAVY AND HIGHWAY GROUP 2 GENERAL LABORERS,
 CHUCK TENDERS, HANDLING AND DISTRIBUTING OF
 DRINKING WATER, DISTRIBUTING ALL TOOLS AND SUPPLIES
 OF LABORERS, AFL-CIO TRADES TENDERS, NIPPER, POWDER
 CARRIER, MAGAZINE TENDER, WAREHOUSEMEN, CONCRETE
 MEN, VIBRATOR MEN, MASON TENDER, MORTAR MEN,
 SPRAYING, BRUSHING AND COVERING OF CONCRETE FOR
 CURING AND PRESERVATIVE PURPOSES, TRAFFIC STRIPER,
 SCAFFOLD BUILDER, CONCRETE CURB AND SIDEWALK FORM
 SETTERS, PERMANENT TRAFFIC STRIPING AND REFLECTIVE
 DEVICES, PLACING AND MAINTENANCE OF ALL FLARES,
 CONES, LIGHTS, SIGNS, BARRICADES, TRAFFIC PATTERNS,
 AND ALL TEMPORARY REFLECTIVE TYPE MATERIALS FOR
 TRAFFIC CONTROL, CUSTODIAL WORK, TRAFFIC DIRECTORS,
 TEMPORARY HEAT OR LIGHT TENDERS, TOOL ROOM,
 DEWATERING PUMP MEN, PITMAN, DUMPMEN, SNOW REMOVAL
 AND FIREWATCH, ASPHALT MAN, JOINT SETTER, SIGNAL
 PERSON, PIPELAYER, PIPELINING AND RELINING,
 WELLPOINTS, CONDUIT AND DUCT LAYER, WIRE PULLER,
 RIP RAP AND DRY STONE LAYER, STEEL ROD CARRIER CORE
 DRILL, ROCK SPLITTER, HILTI GUN, AIR OR ELECTRIC,
 JACKHAMMER, BUSH HAMMER, PAVEMENT BREAKER, CHIPPING
 HAMMER, WAGON DRILL, AIR TRACK, JIB RIG, JOY DRILL,
 GUNITE AND SAND BLASTING, COAL PASSER AND OTHER
 MACHINE OPERATORS, POWER TOOL OPERATOR SPRAYER AND
 NOZZLE MAN ON MULCHING AND SEEDING MACHINE, ALL
 GUARD RAIL AND FENCE, ALL SEEDING AND SOD LAYING,
 ALL LANDSCAPE WORK, GRADE CHECKER, ALL BRIDGE WORK,
 WALK BEHIND SELF-PROPELLED POWER SAW GRINDER,
 GROOVER OR SIMILAR TYPE MACHINE, WALK BEHIND TAMPER
 AND ROLLER OF ALL TYPES, SALVAGE, STRIPPING,
 WRECKING AND DISMANTLING LABORER (INCLUDING BARMAN,
 CUTTING TORCH AND BURNER MAN), SHEETING AND SHORING
 COMING UNDER LABORERS JURISDICTION, BIT GRINDER,
 OPERATOR OF FORM PIN PULLER AND DRIVERS,

SANDBLASTING JOINT AND JET SEALER, FILLING AND WIRING BASKETS FOR GABION WALLS, PERMANENT SIGN MAN, MEDIAN BARRIER, STA-WALL OR SIMILAR TYPE PRODUCT, CHAIN SAW OPERATOR, RAILROAD TRACK LABORER, WATERPROOFER, PRE-STRESSED AND PRE-CAST CONCRETE BRICK, BLOCK AND STONE PAVERS, POWER TOOLS USED TO PERFORM WORK USUALLY DONE BY LABORERS, POWER BUGGY AND PUMPCRETE OPERATOR, FIREPROOF, PLASTER AND ACOUSTIC PUMP, ASBESTOS, TOXIC, BIO-REMEDICATION, PHYTO-REMEDICATION, LEAD OR HAZARDOUS MATERIALS ABATEMENT WHEN PROTECTIVE CLOTHING AND EQUIPMENT IS NOT REQUIRED, POWER BRUSH CUTTER, RETENTION LINERS, ARTIFICIAL TURF, RETAINING WALLS, WALK BEHIND SURFACE PLANER, WELDING RELATED TO LABORERS WORK, REMOTE CONTROLLED EQUIPMENT NORMALLY OPERATED BY LABORERS, ALL TECHNICIAN WORK INCLUDING BUT NOT LIMITED TO STITCHING, SEAMING, HEAT WELDING, FIREPROOF SPRAYER, MORTAR MIXER, CONCRETE FINISHER, FORM SETTER FOR CONCRETE CURBS AND FLATWORK, GUNITE NOZZLE MAN, STONE CUTTERS, GRANITE STONE LAYER, MANHOLE, CATCH BASIN OR INLET INSTALLING, LASER MEN, GROUND MAN ON MILLING MACHINE TWPS. OF COLUMBUS, SHERBURNE AND NEW BERLIN IN CHENANGO COUNTY FOOTNOTES: A. PAID HOLIDAYS: NEW YEARS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, WASHINGTON'S BIRTHDAY, ELECTION DAY, VETERANS DAY PROVIDED THE EMPLOYEE WORKS ONE DAY IN THE CALENDAR WEEK DURING WHICH THE HOLIDAY OCCURS.....\$ 38.40

30.40

LABORER HEAVY AND HIGHWAY GROUP 1 FLAGPERSON, GATEPERSON TWPS. OF COLUMBUS, SHERBURNE AND NEW BERLIN IN CHENANGO COUNTY FOOTNOTES: A. PAID HOLIDAYS: NEW YEARS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, WASHINGTON'S BIRTHDAY, ELECTION DAY, VETERANS DAY PROVIDED THE EMPLOYEE WORKS ONE DAY IN THE CALENDAR WEEK DURING WHICH THE HOLIDAY OCCURS...\$ 38.40

30.40

LAB00785-012 07/01/2024

Rates

Fringes

LABORER LABORER HEAVY AND HIGHWAY: GROUP 5 ASBESTOS AND HAZARDOUS WASTE REMOVAL (BROOME; CHENANGO (REMAINDER OF COUNTIES)).....\$ 38.76

25.60

LABORER LABORER HEAVY AND HIGHWAY: GROUP 4 BLASTERS, FORM SETTERS, STONE OR GRANITE CURB SETTERS (BROOME; CHENANGO (REMAINDER OF COUNTIES)).\$ 36.16

25.60

LABORER LABORER HEAVY AND HIGHWAY: GROUP 3 ALL ROCK OR DRILLING MACHINE OPERATORS (EXCEPT QUARRY MASTER AND SIMILAR TYPE), ACETYLENE TORCH OPERATORS AND ASPHALT PAVER, POWDERMAN (BROOME; CHENANGO (REMAINDER OF COUNTIES)).....\$ 35.96

25.60

LABORER LABORER HEAVY AND HIGHWAY: GROUP 2 BULL FLOAT, CHAIN SAW, CONCRETE AGGREGATE, BIN CONCRETE BOOTMAN, GIN BUGGY, HAND OR MACHINE VIBRATOR, JACKHAMMER, MASON TENDER, MORTAR MIXER, PAVEMENT BREAKER, HANDLERS OF ALL STEEL MESH, SMALL GENERATORS FOR LABORERS' TOOLS, INSTALLATION OF BRIDGE DRAINAGE PIPE, PIPELAYERS, VIBRATOR TYPE ROLLERS, TAMPER, DRILL DOCTOR TAIL OR SCREW OPERATOR ON ASPHALT PAVER, WATER PUMP OPERATOR (1 1\2' AND SINGLE DIAPHRAGM), NOZZLE (ASPHALT GUNNITE, SEEDING AND SANDBLASTING), LABORERS ON CHAIN LINK FENCE ERECTION, ROCK SPLITTER AND POWER

UNIT, PUSHER TYPE CONCRETE SAW AND ALL OTHER GAS, ELECTRIC, OIL AND AIR TOOL OPERATORS, WRECKING LABORERS (BROOME; CHENANGO (REMAINDER OF COUNTIES)).....	\$ 35.76	25.60
LABORER LABORER HEAVY AND HIGHWAY: GROUP 1 LABORERS, FLAGGERS, OUTBOARD AND HAND BOATS (BROOME; CHENANGO (REMAINDER OF COUNTIES)).....	\$ 35.56	25.60

LAB00785-013 07/01/2024

	Rates	Fringes
LABORER LABORERS BUILDING: GROUP 3 ASBESTOS AND HAZARDOUS WASTE REMOVAL BROOME (REMAINDER OF COUNTY).....	\$ 28.50	22.46
LABORER LABORERS BUILDING: GROUP 2 MASONRY FORKLIFTS, BOB CATS, ROCK DRILLING EQUIPMENT AND BLASTERS BROOME (REMAINDER OF COUNTY).....	\$ 28.50	22.46
LABORER LABORERS BUILDING: GROUP 1 COMMON LABORERS BROOME (REMAINDER OF COUNTY).....	\$ 26.50	22.46

PAIN0004-056 05/01/2024

	Rates	Fringes
PAINTERS: (SWING SCAFFOLD, BOATSWAIN CHAIR, SPRAY, SANDBLASTING, STEAM CLEANING, ACID AND HIGH PRESSURE WATER, PAPERHANGERS, VINYL HANGERS, POWER GRINDERS W/RESPIRATOR).....	\$ 28.10	23.83
PAINTERS: (STRUCTURAL STEEL (BUILDINGS) SPRAY WORK).....	\$ 28.10	23.83
PAINTERS: (SPRAY WORK/STEEPLE JACK (OVER 100 FT)).....	\$ 28.50	23.83
PAINTERS: (SPRAY EPOXY).....	\$ 29.00	23.83
PAINTERS: (PAINTERS AND TAPERS).....	\$ 28.88	23.83
PAINTERS: (EPOXY-BRUSH & ROLLER).....	\$ 28.60	23.83

PAIN0677-003 05/01/2025

	Rates	Fringes
GLAZIER.....	\$ 30.00	31.95

PLUM0112-010 05/01/2025

	Rates	Fringes
PLUMBER/PIPEFITTER: SOUTHERN ZONE (BROOME COUNTY (BUILDING, HEAVY, AND HIGHWAY) TOWNSHIPS OF LISLE, TRIANGLE, BARKER, NANTICOKE, NEWARK VALLEY, OWEGO, MAINE, UNION, VESTAL, KIRKWOOD, CONKLIN, CHENANGO, FENTON, COLESVILLE, WINDSOR AND STANFORD CHENANGO COUNTY (HEAVY AND HIGHWAY) TOWNSHIPS OF LINKLAEN, OTSELIC, SMYRNA, SHERBURNE, COLUMBUS, PITCHER, PHARSALIA, PLYMOUTH, NORTH NORWICH, NEW BERLIN, GERMAN, MCDONOUGH, PRESTON, NORWICH, SMITHVILLE, OXFORD, GUILFORD).....	\$ 44.91	33.31

ROOF0203-004 06/01/2023

	Rates	Fringes
ROOFER (BROOME (BUILDING, HEAVY, AND HIGHWAY) AND CHENANGO (HEAVY AND HIGHWAY).....	\$ 30.50	19.84

SFNY0669-005 01/01/2026

	Rates	Fringes
SPRINKLER FITTER BROOME (BUILDING, HEAVY, AND HIGHWAY) AND CHENANGO (HEAVY AND HIGHWAY).....	\$ 45.06	30.71

SHEE0058-002 05/01/2025

	Rates	Fringes
SHEETMETAL WORKER (HVAC DUCT INSTALLATION ONLY): PROJECTS WITH SHEETMETAL WORK CONTRACTS TOTALLING \$10 MILLION OR LESS (CHENANGO COUNTY (HEAVY AND HIGHWAY):).....	\$ 36.29	23.31
SHEET METAL WORKER, INCLUDES HVAC DUCT INSTALLATION: PROJECTS OVER \$10 MILLION (CHENANGO COUNTY (HEAVY AND HIGHWAY):).....	\$ 46.29	23.31

SHEE0112-003 05/01/2023

	Rates	Fringes
SHEET METAL WORKER (BROOME COUNTY).....	\$ 35.94	20.89

TEAM0317-009 07/01/2025

	Rates	Fringes
TRUCK DRIVERS: GROUP 5 (HEAVY & HIGHWAY) OFF-HIGHWAY TANDEM BACK-DUMP; TWIN ENGINE EQUIPMENT AND DOUBLE HITCHED EQUIPMENT WHERE NOT SELF LOADED FOOTNOTES: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS THE DAY BEFORE AND THE DAY AFTER THE HOLIDAYS.....	\$ 37.47	29.29
TRUCK DRIVERS: GROUP 4 (HEAVY & HIGHWAY) SPECIALIZED EARTH MOVING EQUIPMENT - EUCLID TYPE OR SIMILAR OFF-HIGHWAY EQUIPMENT, WHERE NOT SELF LOADED; STRADDLE (ROSS) CARRIER; SELF CONTAINED CONCRETE UNIT FOOTNOTES: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS THE DAY BEFORE AND THE DAY AFTER THE HOLIDAYS.....	\$ 37.47	29.29
TRUCK DRIVERS: GROUP 3 (HEAVY & HIGHWAY) SEMI-TRAILERS; LOW-BOY TRUCKS; ASPHALT DISTRIBUTORS TRUCKS; AGITATOR; MIXER TRUCKS AND DUMPCRETE TYPE VEHICLES; TRUCK MECHANIC; FUEL TRUCK FOOTNOTES: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS THE DAY BEFORE AND THE DAY AFTER THE HOLIDAYS.....	\$ 37.27	29.29
TRUCK DRIVERS: GROUP 2 (HEAVY & HIGHWAY) TANDEM; BATCH TRUCKS MECHANICS FOOTNOTES: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS THE DAY BEFORE AND THE DAY AFTER THE HOLIDAYS.....	\$ 37.27	29.29
TRUCK DRIVERS: GROUP 1 (HEAVY & HIGHWAY) PICKUPS; PANEL TRUCKS; FLATBOY MATERIAL TRUCKS (STRAIGHT JOBS); SINGLE-AXLE DUMP TRUCKS; DUMPSTERS; RECEIVERS; GREASERS; TRUCK TIREMEN FOOTNOTES: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS THE DAY BEFORE AND THE DAY AFTER THE HOLIDAYS.....	\$ 37.27	29.29

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 E0, 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 E0 is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 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) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than **◆SU◆**, **◆UAVG◆**, **◆SA◆**, or **◆SC◆** denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

The **◆SA◆** identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the **◆SA◆** identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

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

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to 177

davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====

END OF GENERAL DECISION

"

SECTION 7 – RISK MANAGEMENT AND INSURANCE SPECIFICATIONS

See Section 1 - Standard Provisions for all Chenango County Contracts for Risk Management and Insurance requirements.

SECTION 8 - STANDARD FORM CONSTRUCTION AGREEMENT INSERTS

The following Standard Form Construction Agreement is for your information and consideration while preparing your bid. The final Contract Agreement used to complete the Contract between Chenango County and the successful low bidder will be completed with the proper inserts as shown below:

<u>PAGE:</u>	<u>FOOTNOTE:</u>	<u>ITEMS TO BE INSERTED:</u>
1	N1	PIN 9755.10/ D041666 - Chenango County Bridge Maintenance (2025 & 2026) BIN 3350360 - County Road 32 over Wheeler Brook, Town of Greene BIN 3350640 – Lyon Brook Road over Lyon Brook, Town of Oxford County of Chenango State of New York PIN 9755.10
1	N2	FHWA Federal Aid monies managed and distributed by NYSDOT
1	N2	NYSDOT Standard Specifications
1	N3	Will be inserted upon determination of successful bidder.
2	N4	N/A
3	N5	New York State Department of Transportation
5	N6	N/A
6	N7	PIN 9755.10/ D041666 - Chenango County Bridge Maintenance (2025 & 2026) BIN 3350360 - County Road 32 over Wheeler Brook, Town of Greene BIN 3350640 – Lyon Brook Road over Lyon Brook, Town of Oxford County of Chenango State of New York PIN 9755.10
6	N8	N/A
7	N9	The Contractor shall not begin actual construction at the project site until he has received the written “Notice to Proceed” (NTP) from the Chenango County Department of Public Works. Once the Notice is given, final completion shall be within 42 calendar days.
7	N10	N/A
8	N11	Will be inserted upon determination of successful bidder.

SECTION 9 – STANDARD FORM CONSTRUCTION AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, between the **COUNTY OF CHENANGO**, hereinafter referred to as "County", located at 79 Rexford Street, Norwich, New York 13815-1199, and _____, hereinafter referred to as "Contractor", having a mailing address at:

(N1) WHEREAS, the Board of Supervisors (BOS) advertised for bids for the _____

WHEREAS, the BOS at its regularly scheduled meeting of _____, 20____, approved the "Bid Proposal" of the Contractor, a copy of which is attached hereto and made a part hereof as Exhibit "A", AND

(N2) WHEREAS, partial funding for this project is being provided by _____

(N2) and this agreement is expressly made subject to the rules and regulations of _____

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the County and the Contractor do hereby agree as follows:

I. GENERAL

A. DEFINITIONS

1. **B.O.S.**, as used in this Agreement, the term "B.O.S." shall refer to the Board of Supervisors as duly authorized and empowered by NYS County Law.
2. **COUNTY**, as used in the Agreement, the term "County" shall refer to the County of Chenango located at 79 Rexford Street, Norwich, New York 13815-1199.
3. **DATE OF EXECUTION**, as used in this Agreement, the term "Date of Execution" shall refer to the date of execution of this Agreement and any subsequent modification of the terms, compensation or scope of services pertinent to unperformed work.
- (N3) 4. **CONTRACTOR**, The term "Contractor" as used in this Agreement shall refer to _____
5. **EXHIBIT "A"**, the term "Exhibit A" as used in this Agreement shall refer to the "Bid Proposal" submitted by the Contractor and approved by the B.O.S. Such "Exhibit A" is attached hereto and made a part hereof.
6. **EXHIBIT "B"**, the term "Exhibit B" as used in this Agreement, shall refer to the Insurance Requirements, which is attached hereto and made a part hereof.

7. The term " _____ " as used in this agreement shall refer to the _____

B. CAPTIONS

The Titles or Captions of articles and paragraphs of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof or of the Agreement or in any way affect the Agreement.

C. NOMENCLATURE

Materials, equipment, methodologies or other work described in words which have a well-known, technical or trade meaning shall be interpreted as having such meaning in connection with this Agreement.

D. ENTIRE AGREEMENT

This Agreement, which includes and incorporates as if fully set forth herein the "Information for Bidders", "Minority Business Enterprise Policy", "Minority Hiring Goals", "Exemption from Sales and Compensation Taxes", "State Prevailing Wage Rates", "General Conditions", as amended by "Supplemental General Conditions", "Special Notes", and "Technical Specifications", as set forth in the project specifications distributed to the Contractor, constitutes the entire Agreement between the parties hereto and no statement, promise condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties hereto.

E. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or the right, title, or interest therein, or his power to execute such contract, to any other person, company, or corporation without the express, previous, written consent of Chenango County.

This Agreement shall bind the Successors, Assigns and Representatives of the parties hereto.

F. INVALID PROVISIONS

If any term or provision of this Agreement or the application thereof to any agency, person, firm, or corporation or circumstance shall, to any extent, be invalid or unenforceable, shall not be affected thereby and each term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

G. NOTICES

Any written notice required hereunder shall be deemed properly given, delivered and service thereof completed when said notice is deposited in any Post Office or Post Office Box in a post-paid envelope properly addressed or when said notice is sent by telegram or when said notice is delivered in person to the party to whom it is addressed or their authorized representatives, the addresses of the County and the Contractor set forth in the beginning of this Agreement shall be deemed the place to which written notice to them shall be directed; provided, however, that any such party or parties may by written notice to the others pursuant to this paragraph designate a different address

to which notices to it shall be directed or designate the name and address of another person, firm or corporation to whom notices to it may be directed.

(N5) **H. CONTINGENT ON APPROVALS**

The parties agree that the implementation of this contract shall be contingent upon appropriate and/or necessary approvals from _____; or other appropriate offices of the State of New York and/or the United States Government, and shall be subject to the applicable orders, rules and regulations of said agency(ies).

II. RESPONSIBILITY OF THE CONTRACTOR

- A. The Contractor shall be responsible for the quality, technical accuracy timely completion, and the coordination of all plans, studies, designs, drawings, labor, materials, construction, specifications, reports and other services furnished by the Contractor under this Agreement. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his plans, studies, designs, drawings, labor, materials, construction, specifications, reports and other services.
- B. The Contractor shall perform such services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement and applicable County requirements in effect on the date of execution of this Agreement.
- C. Approval by the County of plans, studies, labor, materials, construction drawings, designs, specifications, reports, and incidental work furnished hereunder shall not in any way relieve the Contractor of responsibility for the technical adequacy of his work. Neither the County's approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

III. COUNTY RESPONSIBILITY

- A. Provide full information as to its requirements for this project.
- B. Assist the Contractor by placing at his disposal all available information pertaining to the project including previous reports and any other data relative to the completion of this project.
- C. Furnish the Contractor, as appropriate, property boundary, right-of-way, topographic and utility surveys and any other similar reports which it may have in its possession.
- D. Guarantee access to any appropriate properties for any studies which the Contractor deems necessary.
- E. Designate, in writing, the person to act as the County's representative with respect to work to be performed under this Agreement.
- F. Give prompt written notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in this project.

IV. ADMINISTRATION

A. CLAIMS AND DISPUTES

1. If the Contractor claims (1) that any work he has been ordered to do is revised work or (2) that he has performed or is going to perform revised work or (3) that any action or omission of the County is contrary to the terms and provisions of this Agreement, he shall:
 - (a) Promptly comply with such order.
 - (b) File with the County, within thirty (30) working days after being ordered to perform the work claimed by him to be revised work or within thirty (30) working days after commencing performance of the revised work, whichever date shall be earlier, or within thirty (30) working days after the said action or omission on the part of the County occurred, a written notice of the basis of his claim and request a determination thereof;
 - (c) File with the County, within thirty (30) working days after said alleged revised work was required to be performed or said alleged revised work was commenced, whichever date shall be earlier, or said alleged action or omission by the County occurred, a verified, detailed statement, with documentary evidence, of the items and basis of his claim;
 - (d) Produce for the County's examination, upon notice from the County, all his books of account, bills, invoices, payrolls, subcontracts, time books, progress records, daily reports, bank deposit books, bank statement, check-books and canceled checks, showing all of his actions and transactions in connection with or relating to or arising by reason of his claim, and submit himself and persons in his employ and in his subcontractor's employ if appropriate, for examination under oath by any person designated by the County to investigate any claim made against the County under this Agreement, such examination to be made at the offices of the County; and
 - (e) Proceed diligently, pending and subsequent to the determination of the County with respect to any such disputed matter, with the performance of this Agreement and in accordance with all instructions of the County.

B. The Contractor's failure to comply with any or all parts of Sub-division (b) of Subparagraph 1 of Paragraph A of the article shall be deemed to be:

1. A conclusive and binding determination on his part that said order, work, action or omission does not involve revised work and it is not contrary to the terms and provisions of this Agreement; and
2. A waiver by the Contractor of all claims for additional compensation or damages as a result of said order, work, action, or omission. The provisions of Subdivision (b) of Subparagraph 1 of Paragraph A of this section are for the purpose of enabling the County to avoid waste of public funds by affording it promptly the opportunity to cancel or revise the effects of circumstances giving rise to a claim or take such other action as may seem desirable and to verify any claimed expenses or circumstances as they occur.

Compliance with such provisions is essential whether or not the County is aware of the circumstances which might constitute a basis for a claim and whether or not the County

has indicated it will consider a claim in connection therewith.

- C. No person has power to waive or modify any of the foregoing provisions and in any action against the County to recover any sum in excess of the sum certified by the County to be due under or by reason of this Agreement. The Contractor must allege in his complaint and prove at trial compliance with the provisions of this section.
- D. Nothing in this section shall in any way affect the County's right to obtain an examination before trial or a discovery and inspection in any action that might be instituted by or against the County.

E. REVISION OF WORK

- 1. The County may, at any time, by written order, make changes within the general scope of this Agreement and the services for work to be performed. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this Agreement, whether or not changes by any order, an equitable adjustment shall be made in accordance with Paragraphs A and B of this Article, and subject to Article VII, Paragraph C below.
- 2. No services for which an additional compensation will be charged by the Contractor shall be furnished without the written authorization of the County.

(N6) (OPTIONAL)

- 3. In the event that there is a modification of requirements related to the services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the services provided for in this Agreement shall be reflected in the appropriate modification of this Agreement and shall be subject to Article VI, Paragraph D, below.

F. ACCEPTABILITY OF WORK

The County shall, in all cases, determine the amount, quality, acceptability, and fitness of the work being performed hereunder and shall determine every question which may arise relative to the fulfillment of this Agreement on the part of the Contractor and the County's decision shall be final, conclusive, and binding upon the Contractor, except that if such decision is arbitrary or capricious, the Contractor may have such decision reviewed by a competent court of jurisdiction within the State of New York.

G. ORDERS FOR CHANGE, REVISION, TERMINATION AND COMPENSATION

All orders to the Contractor directing changes in the project, revision within the scope of services, terminations of the project, regular payments upon the project and payments representing increases and decreases in compensation due to changes, revision or termination shall be made by the County through its duly authorized Board of Acquisition and Contract.

H. SUPERVISION

Supervision of the progress of this work shall be conducted by the County through its duly-authorized County representative.

V. SCOPE OF SERVICES

A. GENERAL

(N7) The Services to be rendered under this Agreement shall include: _____

All materials and supplies shall be furnished to the County freight paid.

All work on this project, and all phases of such work as described in Subdivision (a) above shall be performed in accordance with the detailed description of such phases and work as contained in the "Bid Proposal" of the Contract attached to this Agreement as Exhibit "A".

VI. TIME FOR PERFORMANCE

A. DATE OF COMMENCEMENT

The Contractor agrees that he will begin the work herein embraced on or about the time specified in Paragraph "C" below, and that he will prosecute the same with such diligence that all work covered by this Agreement shall be entirely completed and performed on or about the times specified in Paragraph "C" below.

(N8) (OPTIONAL)

The County shall submit to the Contractor a notice of approval upon its receipt of appropriate approvals from _____ and/or other appropriate governmental agencies of the State of New York or the United States Government.

B. BEST EFFORTS

The Contractor acknowledges that the services to be performed are essential to the effective operation of the County, that time is of the essence, and that, therefore, the Contractor will exercise his best efforts to complete the services called for under this Agreement in the minimum time possible, and within the time specified in such work orders as may be issued by the County to the Contractor. In the event that the Contractor, for good cause shown, cannot complete the services for a particular task or phase within the time agreed to, the Contractor shall make a written request to the County, in accordance with Paragraph E below.

C. SCHEDULE OF WORK

(N9) The Contractor shall not begin actual construction at the _____
_____ before _____ and shall be completed by
_____.

(N10) (OPTIONAL)

If project is to be phased include the following immediately after last sentence above:

The phase of the total project as described and detailed in Exhibit "A" shall be

performed according to the following schedule:

1. Phase No. 1 shall begin on ()
and be completed no later than ()
2. Phase No. 2 shall begin on ()
and be completed no later than ()
3. Etc.

D. NOTICE OF CONDITIONS CAUSING DELAY

1. Within ten (10) working days after the commencement of any condition which is causing or may cause delay in completion, the Contractor must notify the County in writing of the effect, if any, of such condition upon the time progress schedule, and must state and in what respects, if any, the condition is causing or may cause such delay.
2. Failure to strictly comply with this requirement may, in the discretion of the County, be deemed sufficient cause to deny any extension of time on account of delay in completion arising out of or resulting from any change, extra work, suspension, or other condition.

E. EXTENSION OF TIME

1. An extension of or extensions of time for the completion of the work may be granted by the County subject to the provisions of this section, but only upon written application therefore by the County.
2. An application for an extension of time must set forth in detail the source and nature of each alleged cause of delay in the completion of the work, the date upon which each such cause of delay began, ended, or will end, and the number of days delay attributable to each of such causes. It must be submitted prior to completion of the work.
3. If such an application is made, the Contractor shall be entitled to an extension of time for delay and completion of the work caused solely:
 - (a) By the acts of omissions of the County, its officers, agents, or employees; or
 - (b) By unforeseeable supervening conditions entirely beyond the control of either party hereto (such as, but not limited to Acts of God or the public enemy, war or other national emergency making performance temporarily impossible, illegal or strikes or labor disputes.
4. The Contractor shall, however, be entitled to an extension of time for such causes only for the number of calendar days of delay which the County may determine to be due solely to such causes, and then only if the Contractor shall have strictly complied with all the requirements of this Paragraph and Paragraph D above. The County shall make such determination within ninety (90) calendar days after receipt of the Contractor's application for an extension of time; provided however, said application complies with the requirements of this Paragraph.
5. The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently, but, if at all, only for the

actual period of delay in completion of the work as determined by the County, irrespective of the number of causes contribution to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the Contractor or of his Subcontractor, if any, and would of itself (irrespective of the concurrent causes) have delayed the work, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

6. The granting of an application for an extension of time for causes of delay other than those herein referred to shall be entirely within the discretion of the County.
7. If the Contractor shall claim to have sustained any damages by reason of delays, extraordinary or otherwise, or hindrances which he claims to be due to any action, omission, direction or order by the County, the Contractor shall be entitled only to an extension of time as herein above provided and shall not have or assets any claims or prosecute any suit, action, cause of action or proceeding against the County based upon such delays or hindrances.

VII. SCHEDULE OF PAYMENTS

A. ENTIRE SUM

(N11) In no event shall the total amount of the contract exceed the sum of \$ _____, except as specified in Paragraph C below.

B. METHOD OF PAYMENT

On the faithful performance of the work of the contract and its acceptance by the County, the County hereby agrees to make payment to the Contractor therefore based upon the proposal hereto attached and made a part of this contract in the following manner, to wit:

The Contractor shall once in each month on such date as the County may fix, submit to the County a requisition for a progress payment for the work performed and material which has actually been put in place in accordance with the terms and conditions of the contract, during the preceding month, and compute the value thereof. The quantity of work done and material actually put in place and value thereof as indicated in the requisition for progress payment shall be subject to verification by the County. Upon verification by the County of the quantity of work done and material actually put in place in accordance with the terms and conditions of the contract and the value thereof. If, however the amount earned by the Contractor in any one month except the month in which the final requisition for progress payment is made should be less than five percent (5%) of the contract amount or One Thousand Dollars (\$1,000), no progress payment will be made for that month.

It is further agreed that so long as any lawful or proper direction concerning the work or material given by the Board of Acquisition and Contract, or its representative, shall remain uncompiled with, the Contractor shall not be entitled to submit a requisition for a progress payment, nor shall any such requisition for a progress payment be accepted by the County on account of work done or material furnished until such lawful or proper direction aforesaid has been fully and satisfactorily complied with.

Upon satisfactory completion of the work performed hereunder, and prior to final payment under this Agreement, and as a condition precedent thereto, the Contractor shall execute and deliver to the County:

1. a release of all claims against the County arising under or by virtue of this Agreement, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release in stated amounts to be set forth therein
2. a release of all liens by the Contractor and/or his subcontractors against any property of the County arising in any manner out of the performance of this agreement,
2. a consent by the Contractor's surety company to release of final payment, and
4. submission of Application for Final Payment.

C. VALUE OF REVISION OF WORK

1. The amount by which the Agreement consideration is to be increased or decreased by any revision shall be determined by the County by one or more of the following methods:
 - a. By accepting an amount agreed upon by the parties, or
 - b. By estimating the fair and reasonable cost of (1) Labor, including all wages, required wage supplements, and insurance required by law (Workers Compensation, Social Security, Disability, Unemployment, etc.) employed pursuant to the work; (2) materials, and (3) Equipment, or
 - c. By determining the actual cost of the revision in the same manner as in the above Subdivision b. except that actual costs of the Contractor shall be utilized in lieu of estimated costs, the County shall have the option to utilize this method provided it notifies the Contractor of its intent to do so prior to the time the Contractor commences performance of such revision.
2. Irrespective of the method used or to be used by the County in determining the value of a revision, the Contractor, within thirty (30) working days after a request for the same, must submit to the County a detailed breakdown of the Contractor's estimate of the value of the revision.
3. Unless otherwise specifically provided for in a revision, the compensation specified thereof for revised work covered thereby and for any damage or expense caused the Contractor by any delays to other work to be done under this contract resulting from or on account of said revised work and the Contractor waives all rights to any other compensation for said revised work, damage or expense.

D. LIMITATION OF ACTIONS

1. No action or proceeding shall lie or be maintained by the Contractor, or anyone claiming under or through the Contractor, against the County upon any claim arising out of or based upon this Agreement or any breach hereof or by reason of any act or omission or requirement of the County or its officers, agents, servants or employees unless:
 - a. Such action or proceeding is instituted in a court or competent jurisdiction in the State of New York.
 - b. The Contractor or the person claiming under or through him shall have strictly

complied with all requirements relating to the giving of notices and information with respect to such claim; and

- c. Such action or proceeding shall be commenced within one (1) year after the submission to the County of the final application for payment or, if the claim is based upon monies retained for any period after the date of the final application for payment, such action is commenced within six (6) months after such monies become due and payable under the terms of this Agreement; or
 - d. If this Agreement is terminated or the Contractor declared in default by the County, such action is commenced within six (6) months after the date of such termination or declaration of default by the County.
2. Notwithstanding anything in the laws of the State of New York to the contrary, the Contractor or anyone claiming under or through the Contractor, shall not be entitled to any additional time to begin anew any other action if any action commenced within the times herein specified by dismissed or discontinued for any reason whatsoever.

E. NO ESTOPPEL OR WAIVER

1. The County shall not be precluded or estopped by any inspection, acceptance, application for payment or payments, final or otherwise, issued or made under this Agreement or otherwise issued or made by it, or any officer, agent or employee of the County, from showing at any time the true amount and character of the work performed, or from showing that any such inspection, acceptance, application for payment is incorrect, or was improperly issued or made; and the County shall not be precluded or estopped, notwithstanding for payment or payments, from recovering from the Contractor any damages which it may sustain by reason of any failure on his part to comply strictly with this Agreement and any monies which may be paid to him or for his account in excess of those which he is lawfully entitled.
2. Neither the acceptance of all or any part of the work covered by this Agreement, nor any payment therefore, nor any order or application for payment issued by the County for any officer, agent or employee of the County, nor any permission or direction to continue with the performance of this Agreement before or after its specified completion date, nor any performance by the County of any of the Contractor's duties or obligations, nor any delay or omission by the County to exercise a right or remedy accruing to it under the terms of this Agreement or existing at law or in equity or by statute or otherwise, nor any other thing done or omitted to be done by the County, its officers, agents, or employees, shall be deemed to be a release to the Contractor or his sureties, if any, from any obligations, liabilities, or undertakings in connections with this Agreement or a waiver of any provision of this Agreement or of any rights or remedies to which the County may be entitled because of any breach thereof, excepting only a written instrument expressly providing for such release or waiver. No termination, revision or annulment hereof, in whole or as to any part of this Agreement, because of any breach hereof, shall be deemed a waiver of any money damages to which the County may be entitled because of such breach. No waiver by the County of any breach of this Agreement shall be deemed to be a waiver of any other or any subsequent breach.

VIII. TERMINATION

- A. This agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this

agreement through no fault of the terminating party; provided, that no such termination may be effected unless the other party is given: 1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party prior to termination.

- B. This agreement may be terminated in whole or in part in writing by the County for its convenience; provided, that the Contractor is given: 1) no less than twenty (20) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party prior to termination.
- C. If terminating is effected by the County, the County shall reimburse the Contractor for all costs and obligations not previously paid by the County. However, if termination for default is effected by the County, any payment due to the Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to the County by reason of the Contractor's default.
- D. Upon receipt of a termination action pursuant to Paragraphs "A" or "B" above, the Contractor shall: 1) promptly discontinue all services affected (unless the notice directs otherwise), and 2) deliver or otherwise make available to the County all data, plans, studies, drawings, specifications, materials, supplies, reports, estimates, summaries, and such other information and material as may have been accumulated by the Contractor in performing this agreement, whether completed or in process.
- E. Upon termination pursuant to Paragraphs "A" or "B" above, the County may take over the work and prosecute the same to completion by agreement with another party or otherwise.

IX. PROVISIONS REQUIRED BY LAW

Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein and in the event any such provision is not inserted or is not correctly inserted then, upon the application of either party, this Agreement shall forthwith be physically amended to make insertion or correction.

X. INSURANCE

The Contractor shall supply all insurance coverage as the County may deem necessary for any and all liability including, but not necessarily limited to, comprehensive general liability, motor vehicle, disability benefits, workers compensation benefits, owner protection policies, and all insurance required by the laws of the County, the State of New York, and the United States Government. The Contractor shall, as to liability policies, list the County as an additional named insured. The Contractor shall provide the necessary insurance certificates setting forth the above coverage. The Contractor hereby waives any and all rights or subrogation against the County, its employees, agents, invitees, and licensees for any injury, death or property damage sustained by the Contractor, its employees, agents, invitees, and licensees to the extent covered by any insurance; and the Contractor shall require that all parties with whom it contracts in connection with this contract shall waive their rights to subrogation against the County, its employees, agents, invitees and licensees for any injury, death or property damage sustained by the contracting party, its employees, agents, licensees, and invitees. Contractor shall provide the necessary insurance certificate(s) setting forth the coverage required by the County, including but not limited to coverage as outlined on the Insurance Requirements included in Section 1.

XI. INDEMNIFICATION

A. RISKS ASSUMED BY THE CONTRACTOR

1. The Contractor solely assumes the following distinct and several risks whether they arise from acts or omissions (whether negligent or not and whether supervisory or otherwise), of the Contractor, of the Architect, of the Engineers, or any subcontractor, anyone directly or indirectly employed by any of them, their officers, agents and employees, or third persons, or from any other cause, including unforeseen obstacles and difficulties which may be encountered in the prosecution of the work covered by the contract, whether such risks are within or beyond the control of the Contractor and whether such risks involve a legal duty, primary or otherwise, imposed upon third parties, the Architect, or the Engineers, if any, except that the Contractor shall not be responsible for risks which arise from affirmative acts of the County committed with intent to cause the loss, damage and injuries here in below set forth:
 - (a) The risk of loss or damage, direct or indirect, of whatever nature, to the work covered by the contract or to any plant, equipment, tools, materials or property furnished, used, installed or received by the County or by the Contractor or any subcontractor, materialmen or workingmen performing services or furnishing materials for the work covered hereunder. The Contractor shall bear such risk of loss or damage until the work covered by the contract has been finally accepted by the County or until completion of removal of such plant, equipment, tools, materials or property from the construction site and the vicinity thereof, whichever event occurs last. In the event of such loss or damage, the Contractor shall forthwith repair, replace and/or make good any such loss or damage without cost to the County.
 - (b) The risk of claims, just or unjust, by third persons against the Contractor, or County, the Architect, Engineer or their officers, agents and their employees on account of bodily injury (including wrongful death) and property damage (direct or consequential) and loss or damage of any kind whatsoever arising or alleged to arise out of or as a result of or in connection with the performance by the Contractor of the work covered by the contract (whether actually caused by or resulting from the performance of the contract) or out of or in connection with the Contractor's operations or presence at or in the vicinity of the construction site, whether such claims are made and whether such injury, damage or loss is sustained at any time both before and after the final acceptance by the County of all work covered by the contract.
2. The Contractor shall indemnify and save harmless the County, Architect, Engineers and their officers, agents and/or employees against all claims described above and for all costs and expenses incurred by them in the defense, settlement or satisfaction thereof, including, attorney's fees and court costs. (If so directed, the Contractor shall, at his own expense, defend against such claims.)
3. The Contractor's obligations under this article shall not be deemed waived, limited or discharged by the enumeration or procurement of any insurance for liability for damages.
4. Neither the County's final acceptance of the work to be performed hereunder, nor the making of any payment shall release the Contractor from his obligations under

this article. The enumeration elsewhere in this contract of particular risks assumed by the Contractor of particular claims for which he is responsible shall not be deemed to limit the effect of the provisions of this article or to imply that he assumes or is responsible for only risks or claims of the type enumerated; and neither the enumeration in this article nor the enumeration elsewhere in the contract of particular risks assumed by the Contractor or of particular claims for which he is responsible shall be deemed to limit the risks which the Contractor would assume or the claims for which he would be responsible in the absence of such enumerations.

5. The obligation of the Contractor under this paragraph shall not extend to the liability of the Architect, or Engineers, or their officers, agents or employees for property damage or personal injuries of any kind arising out of 1) the preparation of approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or 2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.
6. The obligations of the Contractor under this paragraph shall not extend to the liability of the County, its officers, agents and employees for damage arising out of the bodily injury to persons or damage to property resulting solely from or contributed to by the negligence of either the County, its officers, agents or employees to the extent that such indemnification would violate Section 5-322.1 of the New York General Obligations Law.
7. No provisions of this contract which, directly or indirectly, imposes upon the Contractor the responsibility, in whole or in part, for preventing injury to person or damage to property or which specifies, in whole or in part, the means to be used by the Contractor directly or indirectly, the risk of loss or damage and/or liability for or the obligation to hold the County, the Architect, the Engineer, or their officers, agents and employees harmless as to such injury and damage, shall create or give to third parties any claim or right of action against the Contractor, County, Architect, or Engineer, their officers, agents or employees beyond such as may legally exist irrespective of such provisions or provisions.

XII. ATTORNEY'S FEES

The Contractor shall be responsible for and will pay to the County all reasonable costs and attorneys fees in the event that:

- A. The Contractor breaches its duty to defend the County as set forth in Article XI herein.
- B. The Contractor brings an action against the County for an alleged breach of this agreement and the Contractor fails to prevail in the litigation.
- C. The County brings an action against the Contractor for an alleged breach of this agreement and the County prevails in the litigation.

XIII. COPYRIGHTS AND PATENTS

The Contractor shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoptions of any plans, studies, designs, drawings, or specifications supplied by him and hold harmless the County from any loss or damages resulting there from.

XIV. AUDIT; ACCESS TO RECORDS

The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles and practices consistently applied and in effect on the date of execution of the Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the County and the Contractor on the day and year first written above.

COUNTY OF CHENANGO:

BY: _____
Chairman, Chenango County Board of Supervisors

CONTRACTOR:

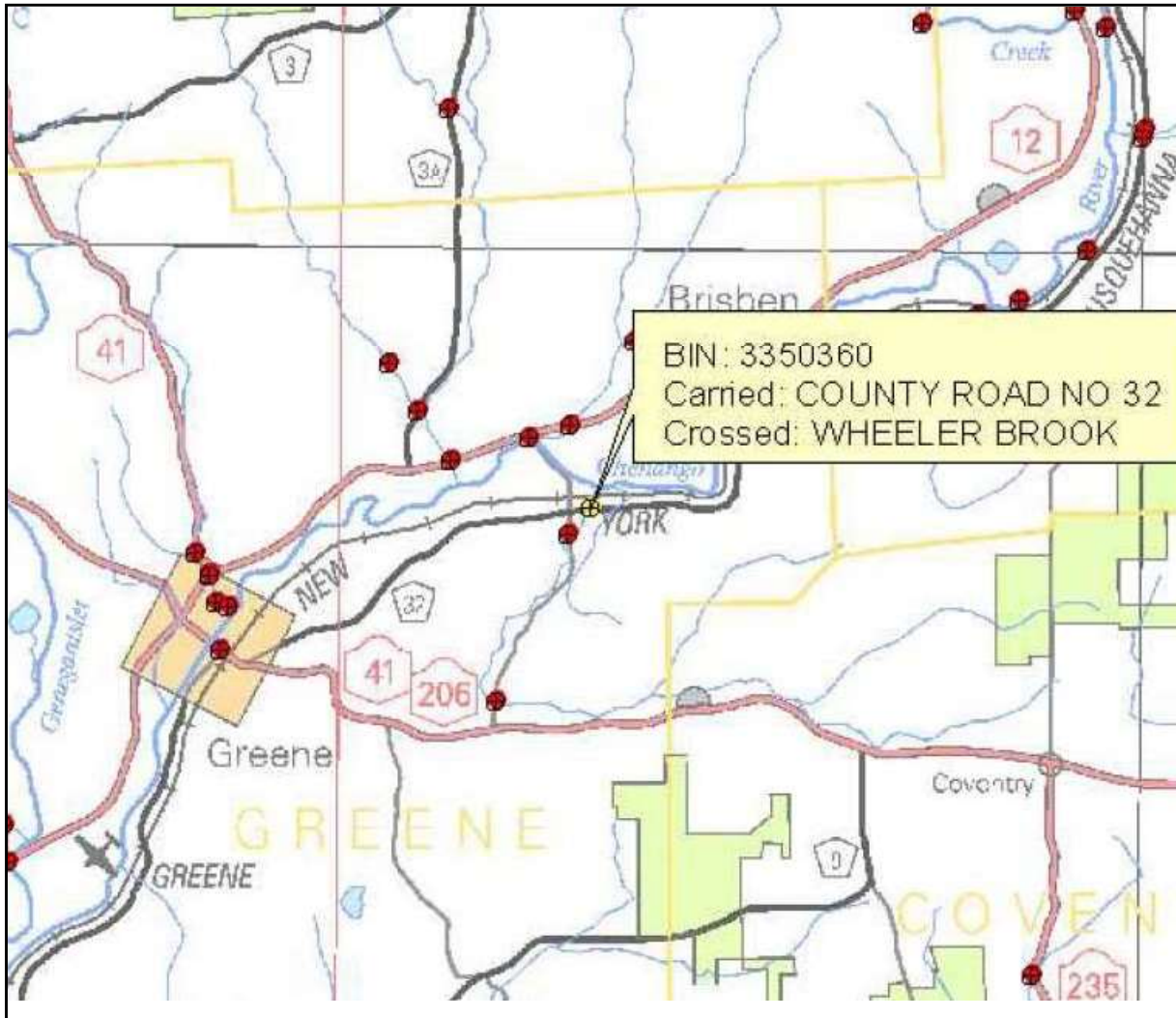
BY: _____

TITLE: _____

SECTION 10 - BRIDGE INFORMATION AND DETAILS

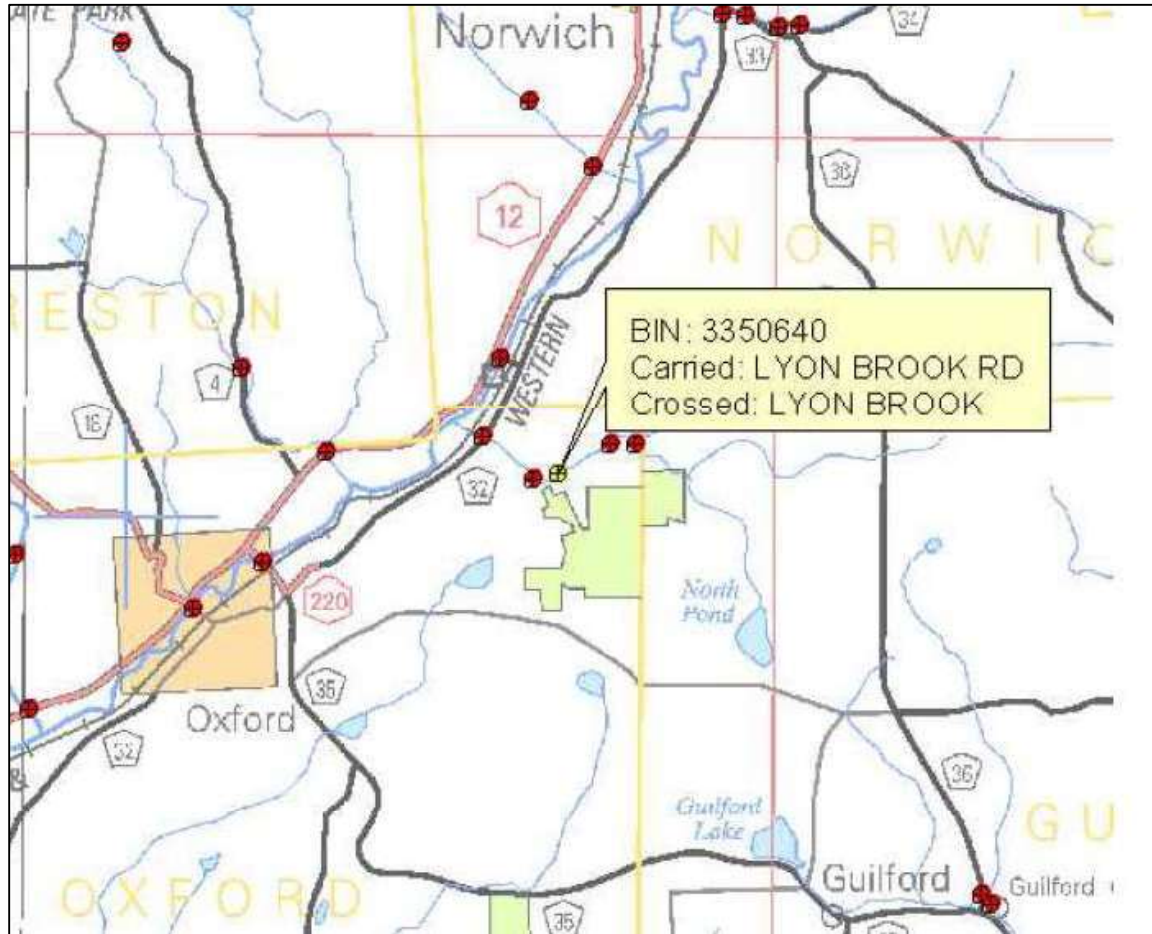
BIN 3350360 County Road No. 32 over Wheeler Brook

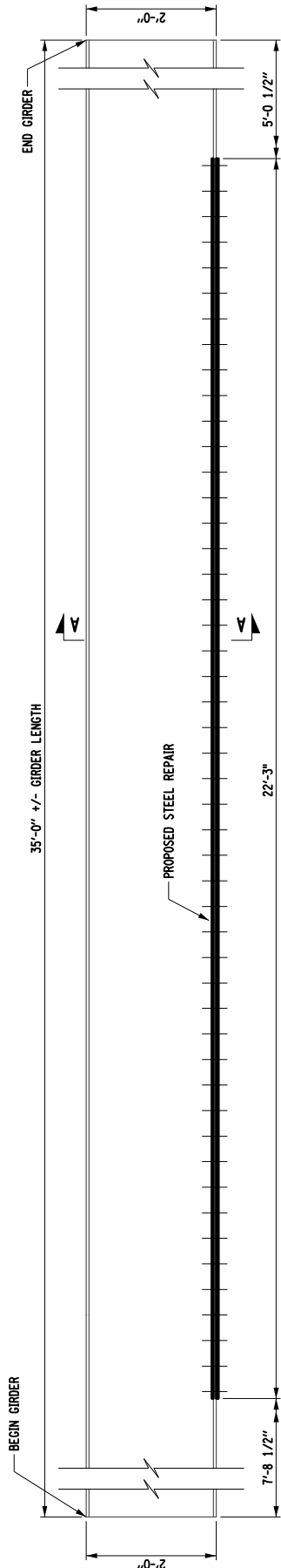
Location Map



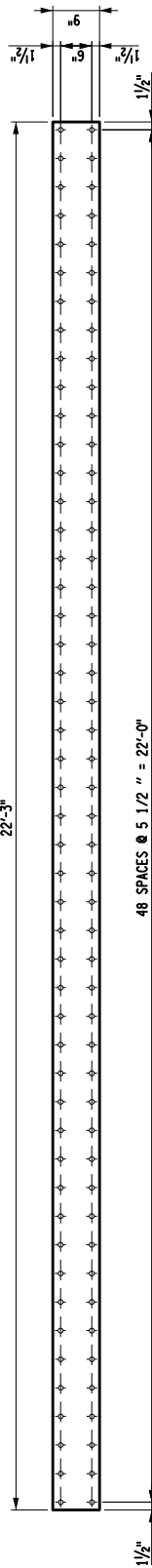
BIN 3350640 Lyon Brook Road over Lyon Brook

Location Map

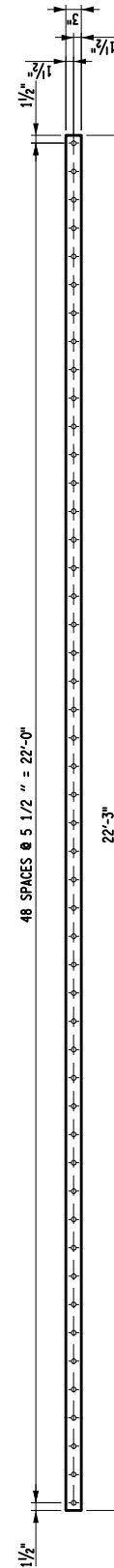




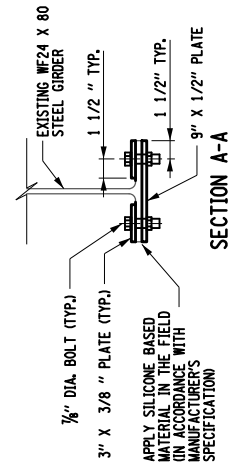
FINAL CONDITION - GIRDER G2 ELEVATION



48 SPACES @ 5 1/2" = 22'-0"
 BOTTOM FLANGE PLATE DETAIL
 (1) 9" X 1/2" PLATE (BOTTOM OF BOTTOM FLANGE)



48 SPACES @ 5 1/2" = 22'-0"
 BOTTOM FLANGE PLATE DETAIL
 (2) 3" X 3/8" PLATE (TOP OF BOTTOM FLANGE)



- NOTES:
1. NEWLY FURNISHED STRUCTURAL STEEL SHALL MEET THE REQUIREMENTS OF ASTM GRADE A36 STEEL.
 2. ALL BOLTS SHALL BE 7/8" DIA. , GRADE A325 UNLESS OTHERWISE SPECIFIED.
 3. THE PROPOSED REPAIRS ARE TO BE MADE TO GIRDERS G2 ONLY.

McFarland Johnson

**CONSTRUCTION DETAIL
 STRUCTURAL STEEL REPAIR DETAILS**

CHENANGO COUNTY
 DEPARTMENT OF PUBLIC WORKS

BIN 3350640

DATE
 04/2026

DRAWING NO.