US CUSTOMARY UNITS

CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR

CONTRACT D041075
PIN 3757.39
REPLACEMENT OF CURRY ROAD CULVERT OVER TRUMANSBURG CREEK
BRIDGE NY

TOWN OF ULYSSES
TOMPKINS COUNTY, NEW YORK

NOVEMBER 2026

LETTING TIME AND DATE: 3:00 PM DECEMBER 22, 20206

LETTING LOCATION:
ULYSSES TOWN HALL
10 ELM STREET
TRUMANSBURG, NEW YORK 14886

PREPARED BY:

BARTON & LOGUIDICE, D.P.C.
443 ELECTRONICS PARKWAY
LIVERPOOL, NEW YORK 13088

It is a violation of the New York state education law, Article 145 §7209 Special Provisions, for any person, unless they are acting under the direction of a licensed professional engineer, architect, landscape architect, or land surveyor, to alter an item in any way. If an item bearing the stamp of a licensed professional is altered, the altering engineer, architect, landscape architect, or land surveyor shall stamp the document and include the notation "altered by" followed by their signature, the date of such alteration, and a specific description of the alteration.

SUBMITTED IN ACCORDANCE WITH THE HIGHWAY LAW AND STANDARD SPECIFICATIONS, OFFICIALLY FINALIZED AND ADOPTED ON SEPTEMBER 1, 2026 AS POSTED ON THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION WEBSITE.

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ADVERTISEMENT FOR BID

Notice is hereby given that the **Town of Ulysses** will accept sealed bids for:

Replacement of Curry Road Culvert over Trumansburg Creek
PIN 3757.39
D041075

The Owner is the Town of Ulysses and the work site is/are located in the Town of Ulysses, Tompkins County, New York. The bridge is located 350 feet north of the intersection of Curry Road and Sersburg Road.

The work includes providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on the Plans and described in these Specifications including, but not necessarily limited to the following: Remove and replace the existing Curry Road culvert and reconstruction of approximately 250 linear feet of approach roadway along Curry Road to tie the proposed structure into the adjacent highway.

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

The MBE goal for this project is 8%.
The WBE goal for this project is 7%.
The SDVOB goal for this project is 6%.
There are no DBE goals for this project.
The EEO Employment goals for this project are: 1.2% Minority Employment Goal
6.9% Women Employment Goal

The use of the NYSDOT approved civil rights reporting software, Equitable Business Opportunities (EBO), is required. Access authorization to EBO can be found at:

https://www.dot.ny.gov/main/business-center/civil-rights2/civil-rights-repository/Tab/EBO_Login_Application.pdf

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

Contract Documents, including Invitation to Bidders, Information For Bidders, Wage Rates, Bid Documents, Agreement, Special Notes, Specifications, Contract Drawings and any Addenda, may be examined, at no expense, at the office of: Barton & Loguidice, D.P.C., 443 Electronics Parkway, Liverpool NY 13088 or at the Town of Ulyesses Town Hall, 10 Elm St., Trumansburg, New York 14886 between the hours of 10:00 a.m. and 3:00 p.m. Monday through Friday.

Contract Documents are also available by providing a valid email address to jbudosh@bartonandloguidice.com. Download instructions will be provided upon notification.

No questions or inquiries regarding this Bid will be accepted within seven (7) business days prior to the Bid opening.

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

Addenda will be emailed from Barton & Loguidice, D.P.C. to Bidders listed on the official Plan Holders List. An emailed response from the Bidder, to the Addendum sent by Barton & Loguidice, D.P.C., will act as proof that the Bidder received the Addendum. In addition to an emailed response, Bidders must acknowledge receipt of all Addenda by signing and dating each Addendum on page 00 03 70-1 of the Bid Form**.** Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under this bid submittal. All Addenda so issued shall become part of the Contract Documents.

Questions regarding the Contract Documents should be directed to **Wendell Buckman, Barton & Loguidice, D.P.C.** either through email at: **Wbuckman@bartonandloguidice.com** or by telephone at **315-457-5200.** Bidders shall promptly notify **Wendell Buckman** of any errors, omissions, conflicts or ambiguity within the Contract Documents within 7 days of bid opening.

All bids must include the materials in Division 00 03 and 00 04 which include but are not limited to Non-Collusion Forms and Lobbying Activities Form. This is a **unit price** bid as described in the Information For 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 Information For Bidders.

Bids to be considered must be received in a sealed envelope at **the Town of Ulysses Town Hall, 10 Elm Street, Trumansburg, New York 14886** by **3:00 P.M.,** local time, on **December 22, 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 **BID: PIN 3757.39 Curry Road Culvert Replacement over Trumansburg Creek.**

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

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). The successful Bidder will be required to pay prevailing wage rates on this Contract.

Bids will not be accepted from Bidder's determined to be a "Non-Responsible Entity" by the New York State Office of General Services in accordance with General Municipal Law 5A-103-b. This Project is a "Covered Project" under New York State Labor Law 220-I, and each Bidder must hold a valid Certificate of Registration from the New York State Department of Labor (NYSDOL) to submit a Bid. Each Bidder must submit a copy of their NYSDOL Certificate of Registration with their Bid at the time the Bid is made. Bidders will need to ensure that each Subcontractor working under them hold valid NYSDOL Certificate of Registration before commencing any work on a covered project.

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

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

Owner’s Contact
Katelin Olson
Town Supervisor
10 Elm St., Trumansburg, New York 14886
(607) 387-5767
supervisor@ulysses.ny.us

Engineer's Contact
Wendell Buckman, P.E.
Associate, Barton & Loguidice, D.P.C.
443 Electronics Parkway, Liverpool, NY 13088
315-457-5200
wbuckman@bartonandloguidice.com

END OF SECTION

SECTION 00 01 00

INFORMATION FOR BIDDERS

00 01 00.01 LOCATION OF THE WORK

A. The work under Contract No. D041075 for PIN 3757.39 – Replacement of Curry Road Culvert over Trumansburg Creek is located approximately 350 feet north of the intersection of Curry Road and Searsburg Road in the Town of Ulysses, Tompkins County, New York.

00 01 00.02 DESCRIPTION OF THE WORK

A. The items of work under Contract No. D041075, include, but are not necessarily limited to the following: Replacement of the existing culvert carrying Curry Road over Trumansburg Creek. The new structure will be a bridge consisting of multiple concrete spread box beams with a concrete deck. The proposed substructure will be cast-in-place concrete integral abutments founded on driven steel H-piles. Approximately 250 linear feet of approach highway will be reconstructed to tie the new structure into the adjacent highway sections. Traffic will be maintained through an off-site detour

00 01 00.03 COMMENCEMENT AND COMPLETION OF THE WORK

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

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

C. All work items of the Contract shall be substantially completed within 20 calendar weeks following mobilization of the site unless such period is extended by the Owner as provided herein. The Contractor shall notify the Sponsor in writing a minimum of 2 weeks prior to startup. Final Contract completion shall be no later than November 30, 2027, whichever comes first. Substantial completion is defined by the complete installation of all items in the Contract and the road open to traffic, with the exception of minor grading and seeding.

00 01 00.04 COLLATERAL WORK AND CONDITIONS OF WORK

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

B. Each Contractor will be required to coordinate their work with the work of other contracts. Each Contractor will be required to adjust their schedule accordingly.

00 01 00.05 RECEIPT & OPENING OF BIDS

A. The Town of Ulysses (herein called the Owner) invites Bids on the attached forms. Bids will be received by the Owner until the time and at the place stated in the attached Advertisement For Bids. Bids must be sealed in envelopes addressed to the **Town of Ulysses – 10 Elm Street., Trumansburg, NY 14886.** The outside of the envelope shall bear the name and address of the Bidder and shall be labeled to clearly show the Contract designation for which the Bid is submitted.

00 01 00.06 INFORMALITIES, WAIVERS AND WITHDRAWALS

A. The Owner may consider informal any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any or all Bids. Bids which do not contain a price for every numbered item contained in the Bid form will not be accepted.

B. Any Bid may be withdrawn prior to the scheduled deadline for receipt of Bids or authorized postponement thereof, but no Bid may be withdrawn within forty-five (45) days after the actual date of the opening thereof. Any Bid received after the time and date specified will not be considered, and will be returned unopened.

00 01 00.07 BID PREPARATION

A. Unless otherwise noted thereon, all blanks on the Bid forms must be appropriately filled in with ink and with both words and figures, and the Bid must be properly executed.

B. All Contract Documents, except the Performance Bond, Labor & Materials Payment Bond, Certificate of Insurance and any Addenda, are contained in this file. All pages in Divisions 00 03 and 00 04 must be completed and submitted with the Bid.

00 01 00.08 ADDENDA AND INTERPRETATIONS

A. No verbal interpretation of the intent of any of the Contract Documents will be made before receipt of Bids. Requests for interpretations prior to receipt of Bids must be presented in writing to the Engineer, Barton & Loguidice, D.P.C., 443 Electronics Parkway, Liverpool, New York 13088, and to be given consideration must be received by the Engineer at least five (5) days prior to the date set for the opening of Bids.

B. Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addendum or Addenda distributed to all holders of Contract Documents by the same method that the original documents were distributed, at least five (5) days prior to the date of the opening of Bids.

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

00 01 00.09 QUALIFICATIONS OF BIDDERS

A. The Owner reserves the right to make such investigation as he may deem necessary or advisable to determine any Bidder's ability to do the work, and the Bidder shall furnish to the Owner on request all data and information pertinent thereto. The Owner reserves the right to reject any Bid if such investigation fails to satisfy the Owner that the Bidder is fully qualified to do the work.

B. In accordance with Labor Law 220-I, all Bidders submitting Bids on this project must be registered with the New York State Department of Labor (NYSDOL). Bidders must submit a copy of their NYSDOL Certificate of Registration with their Bid at the time the Bid is made and shall include their Certificate of Registration number where indicated on the Bid Form.

C. It is the responsibility of the Bidder shall ensure that all Subcontractors working under them hold a valid NYSDOL Certificate of Registration before commencing any work on a covered project. Certificates of Registration for all Subcontractors shall be submitted once the project is awarded.

D. Bids will not be accepted from Bidders deemed as a “Non-Responsible Entity” by the New York State Office of General Services

E. Bids will not be accepted from Bidders that have been barred from competing on public works under NYS General Municipal Law 5A-103-b.

F. Conditional Bids will be considered informal and will be rejected.

G. Immediately following the Canvass of Bids the Low Bidder, if so requested, shall furnish the Owner a sworn and notarized financial statement, and a statement of their qualifications and experience.

00 01 00.10 OBLIGATIONS OF BIDDERS

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

00 01 00.11 BID SECURITY

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

B. Such cash, checks or Bid Bonds will be returned to all except the three lowest Bidders within three working days after the opening of Bids. The remaining deposits will be returned to the three lowest Bidders within three working days after execution of the Contract, or, if no Contract is executed within 45 calendar days after opening of Bids, upon demand of the Bidder at any time thereafter so long as he has not been notified of the acceptance of their Bid.

00 01 00.12 LIQUIDATED DAMAGES FOR FAILURE TO EXECUTE CONTRACT

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

00 01 00.13 DISCREPANCY IN BIDS

A. In the event a discrepancy exists in any Bid between the prices written in words and the prices written in figures, the prices written in words shall govern. If a discrepancy exists in any Bid between unit prices and the extended totals therefor, the unit prices shall govern. In either of the above cases, the extended totals, and the total of all extensions, shall be corrected, if necessary, and the Bid may not be considered informal.

00 01 00.14 LOWEST BIDDER

A. Bids will be compared on the basis of the totals for the Contract, corrected as necessary in conformance with Article 00 01 00.13, given at the bottom of the schedule of quantities, prices and extensions. Such total in each Bid shall be the sum of all lump sum prices, plus the sum of all the extensions produced by multiplying the unit price in each case by the corresponding listed quantity.

00 01 00.15 AWARD OF CONTRACT

A. The Contract will be awarded to that responsible Bidder whose Bid, after corrections and adjustments, totals the least number of dollars.

B. The Owner reserves the right to reject any and all Bids.

END OF SECTION

SECTION 00 01 50

LABOR AND EMPLOYMENT

00 01 50.01 GENERAL

A. The Contractor and every Subcontractor on public works contracts shall comply with Article 8 of the State Labor Law, as amended.

00 01 50.02 POSTING MINIMUM WAGE RATES & KEEPING RECORDS

A. The Contractor and every Subcontractor on public works contracts shall post in a prominent and accessible place on the Site a legible statement of all wage rates and supplements as specified in the Contract to be paid or provided, all redeterminations of such schedules as the case may be, for the various classes of mechanics, workmen and laborers employed on the work. Other notices to be posted are the Workers' Compensation Law Section 51 notice, the Department of Labor notice that this project is a public work project on which each worker is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working, and all other notices required by law to be posted at the site. The Contractor shall maintain such notices in a legible manner, written in plain English in lettering no smaller than two inches in height and two inches in width, weatherproof, and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason.

B. The Contractor and every Subcontractor shall keep original payrolls or verified transcripts thereof showing the hours and days worked by each workman, mechanic or laborer, the occupation at which he worked, the hourly wage rate paid and the supplements paid or provided, on the Site, when the Contractor or Subcontractor maintains no regular place of business in New York State and where the amount of the Contract is in excess of $25,000. All other Contractors and Subcontractors shall produce within five days on the Site and upon formal order of the Commissioner of Labor or his designated representative such original payrolls or verified transcripts thereof, as may be deemed necessary to adequately enforce the provisions of this Section.

C. Notwithstanding the aforementioned requirements, every Contractor and Subcontractor shall submit to the Owner within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll record, as provided by Article 8 of the Labor Law, subscribed and affirmed as true under penalties of perjury. The original payrolls or transcripts shall be preserved for three years from the completion of the work.

00 01 50.03 NON-DISCRIMINATION AND LABOR PRACTICES

A. In accordance with Section 220-e of Article 8 of the State Labor Law, the Contractor agrees:

1. That in the hiring of employees for the work of this Contract or any Subcontract, neither he nor any Subcontractor, nor any person acting on behalf of the Contractor, or any Subcontractor, shall by reasons of race, creed, color, 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 his employment relates; and

2. That neither the Contractor, nor any Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, sex, disability or national origin; and

3. That there may be deducted from the amount payable to the Contractor by the Owner, a penalty of Fifty Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Contract; and

4. That this Contract may be cancelled or terminated by the Owner, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Section of the Contract; and

5. That the aforesaid provisions of this Section covering contracts for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

6. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, disability or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

b. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Division of Human Rights, advising such labor union or representative of the Contractor's agreement under subparagraphs (1) through (7) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the Bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the State Division of Human Rights of such failure or refusal.

c. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Division of Human Rights setting forth the substance of the provisions of subparagraphs (1) and (2) and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.

d. The Contractor will state, in all solicitations, or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, sex, color, disability or national origin.

e. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commissioner of Human Rights, the Attorney General and the Commissioner of Labor for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

f. This Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commissioner of Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the State Division of Human Rights have failed to achieve compliance with these non-discrimination clauses and after verified complaint has been filed with the State Division of Human Rights, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before the State Commissioner of Human Rights or his designee. Such sanctions may be imposed and remedies otherwise provided by law.

g. The Contractor will include the provisions of sub-paragraph (1) through (7) of this paragraph A and in every Subcontract or purchase order in such a manner that such provisions will be binding upon each Subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such Subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a

Subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interest of the State of New York.

7. It is hereby agreed that all applicable provisions of the Labor Law of the State of New York shall be carried out in the performance of this Contract.

8. This agreement shall be void and of no effect unless the Contractor shall secure compensation insurance for the benefit of, and keep insured during the life of this agreement, such employees engaged therein as are required to be insured by the provisions of the Worker's Compensation Law of the State of New York.

00 01 50.04 LEGAL DAY'S WORK

A. In accordance with Section 220 (2) of Article 8 of the State Labor Law, no laborer, workman or mechanic employed by the Contractor, a Subcontractor or other person doing or contracting to do any part of the work shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any week except in cases of extraordinary emergency including fire, flood or danger to life or property, or in case of national emergency when so proclaimed by the President of the United States.

00 01 50.05 WAGE RATES

A. In accordance with Section 220 of Article 8 of the State Labor Law, the wages to be paid for a legal day's work, as hereinbefore defined, to laborers, workmen or mechanics employed by the Contractor or Subcontractors, shall be not less than the prevailing rate of wages as hereinafter defined. Each laborer, workman or mechanic employed by the Contractor, Subcontractors, or other person upon or about the work, shall be paid not less than the wages and supplements herein provided.

B. Any person or corporation that willfully pays or provides less than the stipulated wage scale or supplements shall be guilty of a misdemeanor and upon conviction shall be punished as provided by law.

C. It shall be the duty of the Commissioner of Labor, or, if the Owner is a city, the comptroller or other analogous officer of such city, to make a determination of the schedule of wages to be paid all laborers, workmen and mechanics employed on

the project (if it is a public works project) including supplements for welfare, pension, vacation and other benefits. These supplements include hospital, surgical or medical insurance or benefits, life insurance or death benefits, accidental death or dismemberment insurance, and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to employees.

D. The supplements to be provided shall be in accordance with prevailing practices in the locality. The amount for wages and for supplements listed in the schedule in these Contract Documents does not necessarily include all types of prevailing wages and supplements in the locality, and a future determination by the Commissioner of Labor may require the Contractor to pay increased wages or provide additional supplements.

00 01 50.06 VERIFICATION OF AMOUNTS DUE FOR WAGES AND SUPPLEMENTS

A. In accordance with Section 220-a of Article 8 of the State Labor Law, the New York State schedule of prevailing wages and supplements, as included in this Contract or as subsequently redetermined by the New York State Department of Labor, shall be specifically included in each and every Subcontract, regardless of tier, awarded by the Contractor or his Subcontractors.

B. Subcontractors, regardless of tier, shall provide to the Contractor a verified statement attesting that the Subcontractor has received and reviewed the prevailing wage rate and supplement schedule and agreeing that it will pay its employees the applicable wages and will pay or provide the supplements specified therein. The Contractor shall submit to the Owner copies of all such verified statements.

C. The Owner will not make final payment to the Contractor unless and until the Contractor submits the following:

1. verified statements as described in the preceding paragraph

2. certification to the amounts then due from the Contractor to any and all laborers for wages or supplements on account of labor performed upon the work under the Contract

3. certification to the amounts then due from any Subcontractor, regardless of tier, for wages and supplements, on account of labor performed upon the work under the Contract, or shall certify that the Contractor has no knowledge of such amounts owing to or on behalf of any laborers of its Subcontractors.

D. In the event it is determined by the New York State Commissioner of Labor that the wages and/or supplements of any employees of the Contractor's Subcontractors, regardless of tier, have not been paid or provided pursuant to the appropriate schedule of wages and supplements, the Contractor shall be responsible for payment of such wages or supplements.

00 01 50.07 MINIMUM RATES

A. Federal and New York State Department of Labor wage rates will be in effect on this project.

B. The minimum Federal wage rates and those designated by the Commissioner of Labor of the State of New York are attached; the Contractor is responsible for the higher of the Federal and State rates (from each County). These minimum rates and supplements may be modified during the life of the Contract. If the prevailing wage rates should subsequently be legally modified or increased by any means other than by the action of the Owner, the Contractor shall assume full responsibility for the payment of said increases without recourse to the Owner.

END OF SECTION

STATE PREVAILING WAGE RATES

The Contractor shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. Throughout the Contract, the Contractor shall obtain and pay workers in accordance with periodic wage rate schedule updates from the NYS Department of Labor (NYSDOL). Wage rate amendments and supplements are available on the NYSDOL web site at **https://apps.labor.ny.gov/wpp/showFindProject.do?method=showIt.** All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work.

The NYSDOL prevailing wage rate schedule for this Contract has been determined and is available on the internet. The prevailing wage rate schedule is accessed by visiting the NYSDOL web site, navigating to the appropriate web page, and entering the Prevailing Rate Case Number (PRC# 2026030364) for PIN 3757.39 – Replacement of Curry Road Culvert over Trumansburg Creek.

A copy of the project specific prevailing wage rate schedule will be provided to the successful Bidder upon award of the Contract. Upon written request, the schedule will be provided to prospective Bidders without internet access.

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Ulysses

Giovanni Randazzo
443 Electronic Parkway
Liverpool NY 13088

Schedule Year	2026 through 2027
Date Requested	10/27/2026
PRC#	2026030364

Location	42°32'16.2"N 76°41'05.2"W
Project ID#	
Project Type	Culvert Replacement

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 2026 through June 2027. 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

Ulysses

Giovanni Randazzo
443 Electronic Parkway
Liverpool NY 13088

Schedule Year 2026 through 2027
Date Requested 10/27/2026
PRC# 2026030364

Location 42°32'16.2"N 76°41'05.2"W
Project ID#
Project Type Culvert Replacement

Notice of Contract Award

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

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

Contractor Information
All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

_____

City: _____ State: _____ Zip: _____

Amount of Contract: $_____

Approximate Starting Date: ____/____/____

Approximate Completion Date: ____/____/____

Contract Type:
[ ] (01) General Construction
[ ] (02) Heating/Ventilation
[ ] (03) Electrical
[ ] (04) Plumbing
[ ] (05) Other : _____

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

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 a "Request for Wage and Supplement Information" form (PW 39).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 dol.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 dol.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 dol.ny.gov.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 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.

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)

"General Decision Number: NY20260051 05/18/2026

State: New York

Construction Types: Building

Counties: New York Counties of
Tompkins

Modification Number	Publication Date
1	01/30/2026
2	05/18/2026

BRNY0008-001 07/01/2025

	Rates	Fringes
MARBLE MASONS, TILE LAYERS, AND TERRAZZO WORKERS:		
BUILDING CONSTRUCTION (ITHACA CHAPTER)	$ 34.24	23.61
CEMENT MASONS: HEAVY/HIGHWAY (ITHACA CHAPTER)	$ 38.63	25.05

CARP0277-023 07/01/2025

	Rates	Fringes
CARPENTER	$ 31.59	23.24

ELEC0043-002 06/01/2025

	Rates	Fringes
ELECTRICIANS: ELECTRICIANS (GROTON TOWNSHIP ONLY)	$ 50.50	35.03
ELECTRICIANS: CABLE SPLICING (GROTON TOWNSHIP ONLY)	$ 55.55	35.03

ELEC0241-005 06/01/2025

	Rates	Fringes
ELECTRICIAN	$ 44.50	31.89

ELEV0062-002 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC 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

ENGI0158-009 07/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATORS: BULLDOZER FOOTNOTE: A. PAID HOLIDAYS: NEW YEARS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY PROVIDED THE EMPLOYEE HAS WORKED FIVE		

CONSECTIVE WORKING DAYS BEFORE AND THE WORKING DAY
AFTER THE HOLIDAY.....$ 44.99 31.85
POWER EQUIPMENT OPERATORS: BACKHOE, CHERRY PICKER,
EXCAVATOR, AND LOADER FOOTNOTE: A. PAID
HOLIDAYS: NEW YEARS DAY, MEMORIAL DAY, INDEPENDENCE
DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY
PROVIDED THE EMPLOYEE HAS WORKED FIVE CONSECTIVE
WORKING DAYS BEFORE AND THE WORKING DAY AFTER THE
HOLIDAY.....$ 48.11 31.85

IRON0060-004 07/01/2025

Rates Fringes
IRONWORKER (STRUCTURAL, ORNAMENTAL, REINFORCING,
PRE-CAST CONCRETE ERECTOR, MACHINERY MOVER &
RIGGER, FENCE ERECTOR, STONE DERRICK-MAN, WELDER,
SHEETER, SHEETER BUCKER-UP).....$ 37.16 30.68

LABO0785-017 07/01/2024

Rates Fringes
LABORERS: COMMON LABORERS (BUILDING CONSTRUCTION)...$ 26.50 22.71
LABORERS: ASBESTOS TOXIC WASTE; BLASTERS; FORK LIFT
OPERATOR (IN CONNECTION WITH MASONARY WORK).....$ 28.50 22.71
LABORERS: AIR TOOLS OPERATOR (BUILDING
CONSTRUCTION).....$ 27.50 22.71

PAIN0004-014 05/01/2025

Rates Fringes
PAINTERS: (SWING & SCAFFOLD, BOSUN CHAIR,
STRUCTURAL STEEL, WINDOW PLATFORM).....$ 28.80 24.73
PAINTERS: (SPRAY PAINTING).....$ 29.70 24.73
PAINTERS: (SPRAY EPOXY).....$ 29.10 24.73
PAINTERS: (SANDBLASTING).....$ 29.10 24.73
PAINTERS: (BRUSH & ROLL EPOXY).....$ 29.30 24.73

PLUM0267-006 05/01/2019

Rates Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (INCLUDING HVAC
WORK).....$ 35.51 24.57

ROOF0203-002 06/01/2023

Rates Fringes
ROOFER.....$ 30.50 19.84

SFNY0669-001 01/01/2026

Rates Fringes
SPRINKLER FITTER.....$ 47.85 28.94

SHEE0112-004 05/01/2023

Rates Fringes
SHEET METAL WORKER.....$ 35.94 20.89

SUNY1994-004 01/10/1994

Rates Fringes
INSULATOR - PIPE & PIPEWRAPPER.....$ 19.59 7.06
GLAZIER.....$ 13.75 4.43

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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 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

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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:

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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.

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END OF GENERAL DECISION

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"General Decision Number: NY20260001 05/18/2026

State: New York

Construction Types: Heavy

Counties: New York Counties of
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 and Yates

All dredging, except self propelled hopper dredging, on the Atlantic Coast and tributary waters emptying into the Atlantic Ocean

Modification Number	Publication Date
1	01/30/2026
2	05/18/2026

ENGI0025-001 10/01/2025

	Rates	Fringes
DREDGING: CLASS D: OILER, DECKHAND, SHOREMAN, RODMAN, SCOWMAN, COOK, MESSMAN, PORTER/JANITOR. INCENTIVE PAY: (ADD TO HOURLY RATE) OPERATOR (NCCCO LICENSE/CERTIFICATION) $1.80 LICENSED TUG OPERATOR OVER 1000 HP (ASSIGNED AS MASTER) (USCG LICENSED MASTER OF TOWING VESSELS (MOTV) $1.80; LICENSED BOAT OPERATOR (ASSIGNED AS LEAD BOAT CAPTAIN) USCG LICENSED BOAT OPERATOR $1.30; ENGINEER (QMED AND TANKERMAN ENDORSEMENT OR LICENSED ENGINEER (USCG) $1.80 OILER (QMED AND TANKERMAN ENDORSEMENT (USCG) $1.80; ALL CLASSIFICATIONS (TANKERMAN ENDORSEMENT ONLY) USCG $1.55; DECKHAND OR MATE (AB WITH LIFEBOATMAN ENDORSEMENT (USCG) $1.80; ALL CLASSIFICATIONS (LIFEBOATMAN ENDORSEMENT ONLY (USCG) $1.55; WELDER (ABS CERTIFICATION) $1.55 FOOTNOTES APPLICABLE TO ABOVE CRAFTS: A. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING, JR.'S BIRTHDAY, MEMORIAL DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY AND CHRISTMAS DAY B. VACATION: EIGHT PERCENT (8%) OF THE STRAIGHT TIME RATE, MULTIPLIED BY THE TOTAL HOURS WORKED.....	$ 30.86	14.15
DREDGING: CLASS C2: BOAT OPERATOR. INCENTIVE PAY: (ADD TO HOURLY RATE) OPERATOR (NCCCO LICENSE/CERTIFICATION) $1.80 LICENSED TUG OPERATOR OVER 1000 HP (ASSIGNED AS MASTER) (USCG LICENSED MASTER OF TOWING VESSELS (MOTV) $1.80; LICENSED BOAT OPERATOR (ASSIGNED AS LEAD BOAT CAPTAIN) USCG LICENSED BOAT OPERATOR $1.30; ENGINEER (QMED AND TANKERMAN ENDORSEMENT OR LICENSED ENGINEER (USCG) $1.80 OILER (QMED AND TANKERMAN ENDORSEMENT (USCG) $1.80; ALL CLASSIFICATIONS (TANKERMAN ENDORSEMENT ONLY) USCG $1.55; DECKHAND OR MATE (AB WITH LIFEBOATMAN ENDORSEMENT (USCG) $1.80; ALL CLASSIFICATIONS (LIFEBOATMAN ENDORSEMENT ONLY (USCG) $1.55; WELDER (ABS CERTIFICATION) $1.55 FOOTNOTES APPLICABLE TO ABOVE CRAFTS: A. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING, JR.'S BIRTHDAY, MEMORIAL DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY,		

THANKSGIVING DAY AND CHRISTMAS DAY B. VACATION:
EIGHT PERCENT (8%) OF THE STRAIGHT TIME RATE,
MULTIPLIED BY THE TOTAL HOURS WORKED.....$ 37.15 14.57
DREDGING: CLASS C1: MATE, DRAG BARGE OPERATOR,
ASSISTANT FILL PLACER, WELDER, STEWARD.
INCENTIVE PAY: (ADD TO HOURLY RATE) OPERATOR
(NCCCO LICENSE/CERTIFICATION) $1.80 LICENSED TUG
OPERATOR OVER 1000 HP (ASSIGNED AS MASTER) (USCG
LICENSED MASTER OF TOWING VESSELS (MOTV) $1.80;
LICENSED BOAT OPERATOR (ASSIGNED AS LEAD BOAT
CAPTAIN) USCG LICENSED BOAT OPERATOR $1.30;
ENGINEER (QMED AND TANKERMAN ENDORSEMENT OR
LICENSED ENGINEER (USCG) $1.80 OILER (QMED AND
TANKERMAN ENDORSEMENT (USCG) $1.80; ALL
CLASSIFICATIONS (TANKERMAN ENDORSEMENT ONLY) USCG
$1.55; DECKHAND OR MATE (AB WITH LIFEBOATMAN
ENDORSEMENT (USCG) $1.80; ALL CLASSIFICATIONS
(LIFEBOATMAN ENDORSEMENT ONLY (USCG) $1.55; WELDER
(ABS CERTIFICATION) $1.55   FOOTNOTES APPLICABLE
TO ABOVE CRAFTS: A. PAID HOLIDAYS: NEW YEAR'S
DAY, MARTIN LUTHER KING, JR.'S BIRTHDAY, MEMORIAL
DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY,
VETERANS' DAY, THANKSGIVING DAY AND CHRISTMAS DAY
B. VACATION: EIGHT PERCENT (8%) OF THE STRAIGHT
TIME RATE, MULTIPLIED BY THE TOTAL HOURS WORKED.....$ 38.38 14.66
DREDGING: CLASS B2: CERTIFIED WELDER.   INCENTIVE
PAY: (ADD TO HOURLY RATE) OPERATOR (NCCCO
LICENSE/CERTIFICATION) $1.80 LICENSED TUG OPERATOR
OVER 1000 HP (ASSIGNED AS MASTER) (USCG LICENSED
MASTER OF TOWING VESSELS (MOTV) $1.80; LICENSED
BOAT OPERATOR (ASSIGNED AS LEAD BOAT CAPTAIN) USCG
LICENSED BOAT OPERATOR $1.30; ENGINEER (QMED AND
TANKERMAN ENDORSEMENT OR LICENSED ENGINEER (USCG)
$1.80 OILER (QMED AND TANKERMAN ENDORSEMENT (USCG)
 $1.80; ALL CLASSIFICATIONS (TANKERMAN ENDORSEMENT
ONLY) USCG $1.55; DECKHAND OR MATE (AB WITH
LIFEBOATMAN ENDORSEMENT (USCG) $1.80; ALL
CLASSIFICATIONS (LIFEBOATMAN ENDORSEMENT ONLY
(USCG) $1.55; WELDER (ABS CERTIFICATION) $1.55
FOOTNOTES APPLICABLE TO ABOVE CRAFTS: A. PAID
HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING,
JR.'S BIRTHDAY, MEMORIAL DAY, GOOD FRIDAY,
INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY,
THANKSGIVING DAY AND CHRISTMAS DAY B. VACATION:
EIGHT PERCENT (8%) OF THE STRAIGHT TIME RATE,
MULTIPLIED BY THE TOTAL HOURS WORKED.....$ 39.46 14.73
DREDGING: CLASS B1: DERRICK OPERATOR (180 SWING),
SPIDER/SPILL BARGE OPERATOR, ENGINEER, ELECTRICIAN,
CHIEF WELDER, CHIEF MATE, FILL PLACER, OPERATOR II,
MAINTENANCE ENGINEER, LICENSED BOAT OPERATOR,
LICENSED CREW BOAT OPERATOR.   INCENTIVE PAY: (ADD
TO HOURLY RATE) OPERATOR (NCCCO
LICENSE/CERTIFICATION) $1.80 LICENSED TUG OPERATOR
OVER 1000 HP (ASSIGNED AS MASTER) (USCG LICENSED
MASTER OF TOWING VESSELS (MOTV) $1.80; LICENSED
BOAT OPERATOR (ASSIGNED AS LEAD BOAT CAPTAIN) USCG
LICENSED BOAT OPERATOR $1.30; ENGINEER (QMED AND
TANKERMAN ENDORSEMENT OR LICENSED ENGINEER (USCG)
$1.80 OILER (QMED AND TANKERMAN ENDORSEMENT (USCG)
 $1.80; ALL CLASSIFICATIONS (TANKERMAN ENDORSEMENT
ONLY) USCG $1.55; DECKHAND OR MATE (AB WITH
LIFEBOATMAN ENDORSEMENT (USCG) $1.80; ALL
CLASSIFICATIONS (LIFEBOATMAN ENDORSEMENT ONLY
(USCG) $1.55; WELDER (ABS CERTIFICATION) $1.55
FOOTNOTES APPLICABLE TO ABOVE CRAFTS: A. PAID
HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING,
JR.'S BIRTHDAY, MEMORIAL DAY, GOOD FRIDAY,
INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY,
THANKSGIVING DAY AND CHRISTMAS DAY B. VACATION:
EIGHT PERCENT (8%) OF THE STRAIGHT TIME RATE,
MULTIPLIED BY THE TOTAL HOURS WORKED.....$ 41.93 14.90
DREDGING: CLASS A2: CRANE OPERATOR (360 SWING)
INCENTIVE PAY: (ADD TO HOURLY RATE) OPERATOR
(NCCCO LICENSE/CERTIFICATION) $1.80 LICENSED TUG
OPERATOR OVER 1000 HP (ASSIGNED AS MASTER) (USCG
LICENSED MASTER OF TOWING VESSELS (MOTV) $1.80;
LICENSED BOAT OPERATOR (ASSIGNED AS LEAD BOAT
CAPTAIN) USCG LICENSED BOAT OPERATOR $1.30;
ENGINEER (QMED AND TANKERMAN ENDORSEMENT OR
LICENSED ENGINEER (USCG) $1.80 OILER (QMED AND
TANKERMAN ENDORSEMENT (USCG) $1.80; ALL

CLASSIFICATIONS (TANKERMAN ENDORSEMENT ONLY) USCG $1.55; DECKHAND OR MATE (AB WITH LIFEBOATMAN ENDORSEMENT (USCG) $1.80; ALL CLASSIFICATIONS (LIFEBOATMAN ENDORSEMENT ONLY (USCG) $1.55; WELDER (ABS CERTIFICATION) $1.55 FOOTNOTES APPLICABLE TO ABOVE CRAFTS: A. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING, JR.'S BIRTHDAY, MEMORIAL DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY AND CHRISTMAS DAY B. VACATION: EIGHT PERCENT (8%) OF THE STRAIGHT TIME RATE, MULTIPLIED BY THE TOTAL HOURS WORKED.....$ 43.20 14.99
DREDGING: CLASS A1: DECK CAPTAIN; MECHANICAL DREDGE OPERATOR, LEVERMAN, LICENSED TUG OPERATOR OVER 1000 HP. INCENTIVE PAY: (ADD TO HOURLY RATE) OPERATOR (NCCCO LICENSE/CERTIFICATION) $1.80 LICENSED TUG OPERATOR OVER 1000 HP (ASSIGNED AS MASTER) (USCG LICENSED MASTER OF TOWING VESSELS (MOTV) $1.80; LICENSED BOAT OPERATOR (ASSIGNED AS LEAD BOAT CAPTAIN) USCG LICENSED BOAT OPERATOR $1.30; ENGINEER (QMED AND TANKERMAN ENDORSEMENT OR LICENSED ENGINEER (USCG) $1.80 OILER (QMED AND TANKERMAN ENDORSEMENT (USCG) $1.80; ALL CLASSIFICATIONS (TANKERMAN ENDORSEMENT ONLY) USCG $1.55; DECKHAND OR MATE (AB WITH LIFEBOATMAN ENDORSEMENT (USCG) $1.80; ALL CLASSIFICATIONS (LIFEBOATMAN ENDORSEMENT ONLY (USCG) $1.55; WELDER (ABS CERTIFICATION) $1.55 FOOTNOTES APPLICABLE TO ABOVE CRAFTS: A. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING, JR.'S BIRTHDAY, MEMORIAL DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY AND CHRISTMAS DAY B. VACATION: EIGHT PERCENT (8%) OF THE STRAIGHT TIME RATE, MULTIPLIED BY THE TOTAL HOURS WORKED.....$ 48.48 15.34

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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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.

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Union Average Rate Identifiers

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WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

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c) an initial WHD letter setting forth a position on a wage determination matter
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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.

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Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

"

"General Decision Number: NY20260024 05/18/2026

State: New York

Construction Types: Highway

Counties: New York Counties of
Tompkins

Modification Number	Publication Date
1	01/30/2026
2	05/18/2026

BRNY0003-006 07/01/2025

	Rates	Fringes
MARBLE MASONS, TILE LAYERS AND TERRAZZO WORKERS: BUILDING CONSTRUCTION (ITHACA CHAPTER)	$ 33.68	29.89
CEMENT MASONS: HEAVY/HIGHWAY CONSTRUCTION (ITHACA CHAPTER)	$ 38.63	25.05
BRICKLAYERS, CEMENT MASONS, STONE MASONS, POINTERS, CAULKERS AND CLEANERS: BUILDING CONSTRUCTION (ITHACA CHAPTER)	$ 33.68	29.89

CARP0277-021 07/01/2025

	Rates	Fringes
CARPENTER	$ 39.52	27.16

ELEC0043-002 06/01/2025

	Rates	Fringes
ELECTRICIANS: ELECTRICIANS (GROTON TOWNSHIP ONLY)	$ 50.50	35.03
ELECTRICIANS: CABLE SPLICING (GROTON TOWNSHIP ONLY)	$ 55.55	35.03

ELEC1249-003 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 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 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) 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...$ 47.57 31.03

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) 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 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

ELEC1249-004 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 33.82
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) 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 SUBSTATION: GROUND MAN TRUCK DRIVER 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 : LINEMAN AND TECHNICIAN 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

ELEC1249-008 01/01/2025

	Rates	Fringes
ELECTRICIAN LINE CONSTRUCTION TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT 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
ELECTRICIAN LINE CONSTRUCTION TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT GROUNDMAN 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 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

ENGI0158-020 07/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATORS: GROUP 7 MASTER MECHANIC FOOTNOTE: A. NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY PROVIDED THE EMPLOYEE HAS WORKED THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....	$ 57.20	33.40
POWER EQUIPMENT OPERATORS: GROUP 6 CRANES 49 TONS AND BELOW FOOTNOTE: A. NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY PROVIDED THE EMPLOYEE HAS WORKED THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....	$ 58.85	33.40
POWER EQUIPMENT OPERATORS: GROUP 5 CRANES 50 TONS AND OVER FOOTNOTE: A. NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY PROVIDED THE EMPLOYEE HAS WORKED THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....	$ 60.35	33.40
POWER EQUIPMENT OPERATORS: GROUP 4 TOWER CRANES FOOTNOTE: A. NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY PROVIDED THE EMPLOYEE HAS WORKED THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....	$ 65.51	33.40

POWER EQUIPMENT OPERATORS: GROUP 3.....$ 51.69 33.40
POWER EQUIPMENT OPERATORS: 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. NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY PROVIDED THE EMPLOYEE HAS WORKED THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....$ 54.97 33.40
POWER EQUIPMENT OPERATORS: GROUP 1 ASPHALT CURB MACHINE, SELF PROPELLED, SLIPFORM, AUTOMATED CONCRETE SPREADER (CMI TYPE), AUTOMATIC FINE GRADER, BACKHOE (EXCEPT TRACTOR MOUNTED, RUBBER TIRED), BACKHOE EXCAVATOR FULL SWING (CAT 212 OR SIMILAR TYPE), BACK FILLING MACHINE, BELT PLACER (CMI TYPE), BLACKTOP PLANT (AUTOMATED), BOOM TRUCK , CABLEWAY, CAISSON AUGER, CENTRAL MIX CONCRETE PLANT (AUTOMATED), CONCRETE CURB MACHINE, SELF PROPELLED, SLIPFORM, CONCRETE PUMP, CRANE, CHERRY PICKER, DERRICKS (STEEL ERECTION), DRAGLINE, OVERHEAD CRANE (GANTRY OR STRADDLE TYPE), PILE DRIVER, TRUCK CRANE, DIRECTIONAL DRILLING MACHINE, DREDGE, DUAL DRUM PAVER, EXCAVATOR (ALL PURPOSE HYDRAULICALLY OPERATED) (GRADALL OR SIMILAR), FRONT END LOADER (4 CU. YD. AND OVER), HEAD TOWER (SAUERMAN OR EQUAL), HOIST (TWO OR THREE DRUM), HOLLAND LOADER, MAINTENANCE ENGINEER, MINE HOIST, MUCKING MACHINE OR MOLE PAVEMENT BREAKER(SP) WERTGEN; PB-4 AND SIMILAR TYPE, POWER GRADER, PROFILER (OVER 105 H.P.) QUAD 9, QUARRY MASTER (OR EQUIVALENT), SCRAPER, FIREMAN, FORK LIFT, FORM TAMPER, GROUT PUMP, GUNITE MACHINE, HAMMERS (HYDRAULIC SELF-PROPELLED), HYDRA-SPIKER, RIDE-ON, HYDRAULIC PUMP (JACKING SYSTEM), HYDRO-BLASTER (WATER), MULCHING MACHINE, OILER, PARAPET CONCRETE OR PAVEMENT, SHOVEL, SIDE BOOM, SLIP FORM PAVER, TRACTOR DRAWN, BELTTYPE LOADER, TRUCK OR TRAILER MOUNTED LOG , CHIPPER (SELF FEEDER), TUG OPERATOR (MANNED RENTED EQUIPMENT EXCLUDED), TUNNEL SHOVEL FOOTNOTE: A. NEW YEAR'S DAY, MEMORIAL DAY,

INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY,
CHRISTMAS DAY PROVIDED THE EMPLOYEE HAS WORKED THE
WORKING DAY BEFORE AND THE WORKING DAY AFTER THE
HOLIDAY.....$ 55.85 33.40

IRON0060-004 07/01/2025

	Rates	Fringes
IRONWORKER (STRUCTURAL, ORNAMENTAL, REINFORCING, PRE-CAST CONCRETE ERECTOR, MACHINERY MOVER & RIGGER, FENCE ERECTOR, STONE DERRICK-MAN, WELDER, SHEETER, SHEETER BUCKER-UP)	$ 37.16	30.68

LABO0785-018 07/01/2024

	Rates	Fringes
LABORER GROUP 1 (HEAVY & HIGHWAY:) LABORERS; FLAGGERS; OUTBOARD AND HAND BOATS	$ 35.56	25.60
LABORER (HEAVY & HIGHWAY): GROUP 5 HAZARDOUS WASTE REMOVAL FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY	$ 38.76	25.60
LABORER (HEAVY & HIGHWAY): GROUP 4 BLASTERS; FORM SETTERS; STONE OR GRANITE CURB SETTERS FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY	$ 36.16	25.60
LABORER (HEAVY & HIGHWAY): GROUP 3 ALL ROCK OR DRILL MACHINE OPERATORS (EXCEPT QUARRY MASTER AND SIMILAR TYPE); ACETYLENE TORCH OPERATOR; ASPHALT RAKER; POWDERMAN FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY	$ 35.96	25.60
LABORER (HEAVY & 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; TAMPERS; DRILL DOCTOR; TAIL OR SCREW OPERATOR ON ASPHALT PAVER; WATER PUMP OPERATOR (1-1/2"" AND SINGLE DIAPHRAM); 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 FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY	$ 35.76	25.60

PAIN0004-014 05/01/2025

	Rates	Fringes
PAINTERS: (SWING & SCAFFOLD, BOSUN CHAIR, STRUCTURAL STEEL, WINDOW PLATFORM)	$ 28.80	24.73
PAINTERS: (SPRAY PAINTING)	$ 29.70	24.73

PAINTERS: (SPRAY EPOXY).....$ 29.10 24.73
PAINTERS: (SANDBLASTING).....$ 29.10 24.73
PAINTERS: (BRUSH & ROLL EPOXY).....$ 29.30 24.73

PLUM0267-006 05/01/2019

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (INCLUDING HVAC WORK)	$ 35.51	24.57

TEAM0317-006 06/01/2025

	Rates	Fringes
TRUCK DRIVER GROUP 2 SPECIALIZED EARTH MOVING EQUIPMENT - EUCLID TYPE OR SIMILAR OFF-HIGHWAY EQUIPMENT, WHERE NOT SELF-LOADED; STRADDLE (ROSS) CARRIER; SELF-CONTAINED CONCRETE MOBILE UNIT; OFF-HIGHWAY TANDEM BACK DUMP; TWIN ENGINE EQUIPMENT; DOUBLE-HITCHED EQUIPMENT WHERE NOT SELF-LOADED A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY	$ 35.83	31.58
TRUCK DRIVER GROUP 1 YARDMAN; PICKUPS; PANEL TRUCKS; FLATBOY MATERIALS TRUCKS (STRAIGHT JOBS); SINGLE AXLE DUMP TRUCKS; DUMPSTERS; RECEIVERS; GREASERS; TRUCK TIREMAN, TANDEMS; BATCH TRUCK; MECHANICS; SEMI- TRAILORS; LOW-BOY TRUCKS; ASPHALT DISTRIBUTOR TRUCKS; AGITATOR; MIXER TRUCKS AND DUMPCRETE TYPE VEHICLES; TRUCK MECHANIC; FUEL TRUCK A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY	$ 35.48	31.58

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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 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 00 01 60

ADDITIONAL INSTRUCTIONS

00 01 60.01 BORINGS AND SUBSURFACE DATA

A. The Owner has obtained subsurface data at the site of the project. Soil samples taken at the time of the borings were classified by the Boring Contractor and recorded in boring log form. The boring logs are included at the end of this document. This additional information is not a part of the Contract Documents.

00 01 60.02 PRECONSTRUCTION CONFERENCE

A. A preconstruction conference will be held after award of the Contract, but prior to commencement of construction. The Contractor shall have an authorized representative of the firm present at this meeting.

00 01 60.03 POWER OF ATTORNEY

A. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

00 01 60.04 LAWS AND REGULATIONS

A. The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

00 01 60.05 NON-COLLUSIVE BIDDING CERTIFICATION

A. Section 00 04 80 – Construction Contract Requirements, must be executed and accompany the Bid.

00 01 60.06 IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

A. The Bidder hereby represents that said Bidder is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”.

B. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each Bidder is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).

C. The Bidder shall submit a signed, notarized and dated Iranian Energy Sector Divestment Certification with its Bid.

D. Said certification is mandated by Section 103-g of the General Municipal Law. Reference the Iranian Energy Sector Divestment Certification form included in Section 00 03 73 of this Bid Document.

00 01 60.07 PREVENTION OF SEXUAL HARASSMENT COMPLIANCE

A. The Bidder hereby represents that said Bidder is in compliance with New York State General Municipal Law Section 201-g entitled “Prevention of Sexual Harassment”.

B. 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 Labor Law.

00 01 60.08 INSURANCE

A. The types and amounts of insurances required for this Contract shall be in accordance with Section 107-06 of the NYSDOT Standard Specifications. The insurance shall also name as additional assured or assureds the party or parties specified as follows:

Tompkins County
Town of Ulysses
Barton & Loguidice, D.P.C.
The State of New York
New York State Department of Transportation and it’s employees

00 01 60.09 CONTRACT DRAWINGS

A. It should be noted that the New York State Department of Transportation Standard Sheets are considered a part of the Contract Drawings although they are not attached to the Contract Drawings.

00 01 60.10 CONTRACT SPECIFICATIONS

A. The Specifications covering work on this Contract are the General Requirements and Specifications enclosed herein and the updated “New York State Standard Specifications”, and any Addenda and as modified by current Engineering Instructions. The updated “New York State Standard Specifications”, and any Addenda and as modified by Current Engineering Instructions is available to be viewed and downloaded at the New York Department of Transportation website (at www.dot.ny.gov).

B. When references are made in these Specifications to the “New York State Department of Transportation Standard Specifications, Construction and Materials” and terms in these Specifications refer to the State, Department, Commissioner, Executive Deputy Commissioner, Comptroller, Division, Bureau Regional Director, or Chief Engineer, it shall be assumed that the Owner is implied; reference to the Engineer or Inspector shall mean that the Engineer representing the Owner is implied.

00 01 60.11 SPECIAL CONDITIONS

A. The Contractor shall maintain at all times a safe and adequate ingress and egress to and from all residences and private and public places of business for both vehicular and pedestrian traffic.

00 01 60.12 PAYROLL RECORDS

A. The Contractor and any subcontractors shall submit weekly to the Engineer, payroll records which shall cover all days from the commencement of construction to the date of completion.

00 01 60.13 EMERGENCY SERVICES/SCHOOL CONTACTS

A. The Contractor shall contact the appropriate school and emergency services organizations with respect to the effect of road work, travel lane restrictions, intersection closures, and temporary signal activation on operations. This contact shall be made as conditions change and at least two weeks prior to the

implementing of each traffic phase and/or detour to allow adequate time for the organizations to coordinate and make necessary adjustments to response schedules and routes.

00 01 60.14 ENVIRONMENTAL PERMITS

A. The project does not require any environmental permits.

00 01 60.15 HIGHWAY WORK PERMIT

A. The Contractor shall be responsible to obtain a Highway Work Permit, including all fees and coordination necessary with the NYSDOT, for all work within the NYSDOT Right-of-Way. A Highway Work Permit must be obtained prior to the commencement of work. The permit shall be obtained through permitrack.dot.ny.gov.

00 01 60.16 RAILROAD COORDINATION

A. There are no railroads that will be affected by this project.

00 01 60.17 UTILITY COORDINATION

A. The following utilities are present at the site:

Electric – Owned by NYSEG Phone: (800) 572-1131

B. No impacts to these utilities are anticipated by this project.

00 01 60.18 WORK COMPLETED BY OTHERS

A. The project does not include work to be completed by others.

00 01 60.19 BRIDGE/BAT SURVEY

A. The Contractor shall coordinate with the Engineer to complete a Bridge/Bat survey prior to demolition of the superstructure. The Engineer will complete the survey within three (3) days after notification by the Contractor that they intend to start work. The Contractor shall not begin demolition until the survey is complete.

00 01 60.20 M/WBE AND SDVOB PRE-AWARD UTILIZATION PACKAGE

A. In amplification of Section 102-12 of the NYSDOT Standard Specifications, the Apparent Low Bidder shall complete and submit the Pre-Award Utilization Package within 10 calendar days of the bid letting. Should the Apparent Low Bidder fail to submit a complete utilization package and/or fail to attain the utilization goals and to satisfactorily document its good faith efforts, the bid may be declared incomplete and the Bid Bond subject to forfeiture. The Apparent Low Bidder, upon receipt of written notification of its failure to comply with the D/M/WBE utilization requirements, shall have 10 calendar days to carry out the corrective action(s) described in the notifications. Failure to correct the Pre-Award Utilization Package within this timeframe will result in an incomplete bid and the Bid Bond will be subject to forfeiture.

00 01 60.21 SPECIAL NOTES

A. The following Special Notes attached after this Section shall be incorporated into the Contract Documents.

00 01 60.22 ENGINEER'S FIELD OFFICE

A. The Contractor shall provide an Engineer's Field Office. See attached Special Notes for additional information and requirements regarding the Engineer's Field Office.

00 01 60.23 INSPECTION AND TESTING

A. It is the intent of the Specifications that materials of construction shall be obtained from approved sources of the New York State Department of Transportation.

B. When inspections, tests, analyses, etc., are required by the Plans or Specifications or ordered by the Engineer in accordance with the Plans or Specifications, they shall be performed at the expense of the Owner. All quality assurance testing of PEM concrete shall be performed at the expense of the Contractor and noted in the Specifications.

END OF SECTION

SECTION 00160
SPECIAL NOTES

- EMERGENCY CONTACTS
- BIN PLATES
- CONCRETE TRUCK WASHOUT FACILITY
- PG BINDER AND MIX DESIGN LEVEL
- FUEL PRICE ADJUSTMENT
- ASPHALT PRICE ADJUSTMENT
- ENGINEER'S FIELD OFFICE
- APPENDIX A: STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

SPECIAL NOTE

EMERGENCY CONTACTS

The Contractor shall employ, for the duration of the Contract, a telephone answering service to meet the requirements stated in Standard Specification Section 107-05.

The answering service shall be equipped to receive calls on a 24-hour basis and promptly contact Contractor personnel with the authority and capability to mobilize forces to respond to an emergency.

The following action shall be taken after an emergency call is received.

A. During Normal Work Hours:

1. The Contractor's responsible person shall respond to the person or agency that initiated the call within 20 minutes from the time his answering service received it.

2. Immediately following the return call to the initiator, he should contact the Engineer advising of the situation and what action he plans to take. If the Engineer is not reachable at the Project Field Office, he should leave a message on the Engineer's answering machine and contact the Town of Ulysses at (607) 387-5767 with the same information.

3. The Contractor shall respond to the emergency and make the follow-up confirmatory calls as directed by the Engineer or the Town of Ulysses.

B. During Non-Working Hours:

1. The Contractor's responsible person shall respond to the person or agency that initiated the call within 20 minutes from the time his answering service received it. If the call initiated from a person or agency other than the Town of Ulysses, immediately notify the Engineer of the situation and the action he plans to take by contacting Barton & Loguidice, D.P.C. answering service at (315) 457-5200.

2. If work is required at the project site, the Contractor's responsible person shall be at the site within one hour from the time of the initiator's original call.

3. Follow-up call within two hours of the original call shall be made to the original caller and to Barton & Loguidice, D.P.C. answering service advising of the status of the emergency and the actions taken. At the same time, a message shall be left on the Engineer's Field Office answering machine with the same information.

SPECIAL NOTE

BRIDGE IDENTIFICATION NUMBER (BIN) PLATE

One Bridge Identification Number (BIN) plate is required for each bridge in this contract. For each bridge there may, or may not, be an existing BIN plate. Therefore, one of the following conditions will exist with regard to BIN plates for any particular structure:

- Condition 1 A BIN plate is attached to the structure but the nature of the work to be done does not require its removal.
- Condition 2 A BIN plate is attached to the structure and the nature of the work to be done requires its removal.
- Condition 3 A BIN plate is attached to the structure and is defaced, or otherwise damaged or incorrect.
- Condition 4 A BIN plate is not attached to the structure.

Under Condition 1 the Contractor's sole obligation shall be to protect the plate from damage during the course of the work.

Under Condition 2 the Contractor shall be required to remove and store the BIN plate until such time as the BIN plate may be reinstalled without danger of damage from construction operations. This requirement shall also apply if the BIN plate is being transferred from an existing abandoned bridge to a new in-service bridge. The Contractor shall furnish all necessary expansion anchors.

Under Condition 3 the Contractor shall be required to furnish and install a new BIN plate and remove the damaged BIN plate. The Contractor shall furnish the panel with reflective background, numerals, and expansion anchors. IF the BIN number cannot be deciphered the Engineer will supply the number.

Under Condition 4 the Contractor shall be required to furnish and install a BIN plate on the completed structure. The Engineer will supply the Bridge Identification Number. The Contractor shall furnish the panel with reflective background, numerals, and expansion anchors.

Regardless of which condition governs the BIN plate installation, should damage occur to the BIN plate and the Engineer determines it cannot be repaired, the Contractor shall furnish a new plate consisting of the panel with reflective background, numerals, and expansion anchors at no expense to the State. If the Engineer determines the BIN plate may be repaired, repair shall be done at no expense to the State. This requirement applies to all four conditions.

The material requirements for the three parts of the BIN plate are:

- Panel with Reflective Background. The aluminum panel and reflective background shall conform to the material and fabrication requirements of Material Specification 730-01, Aluminum Sign Panels. The background material shall be green reflective sheeting conforming to Materials Specification 730-05.01 (Class A Sheeting). The size of the panels shall be 1/8 inch thick by 3 inch by 12 inch. The panels shall have two 5/16 inch drilled or punched holes for mounting, located 1/2 inch from the ends of the panel and 1 1/2 inch from the top or bottom of the panel. The reflective sheeting used to form the background shall be a minimum of 3 inches wide by 10 inches long or may be a full 12 inches long.

- Numbers. The numbers shall be reflective sheeting conforming to Materials Specification 730-05.01 (Class A Sheeting), except that the adhesive shall be pressure-sensitive such that the numbers can be applied to the background in the field. The numbers shall be 2 inches high and silver-white in color conforming to FHWA Series C dimensions.

  Prior to placing the cutout numbers on the panel, the reflective background shall be clean and free of dirt and oil which may adversely affect proper adhesion. The numbers shall be placed on the reflective background, perpendicular to the longitudinal axis of the panel, and vertically centered. The reflective background and numbers shall be coated and/or edge sealed in accordance with the recommendations of the sheeting manufacturer.

- Expansion Anchors. 1/4-inch diameter by 1 1/2-inch-long stainless steel nail drive expansion anchors meeting GSA Specification A-A-1922 shall be used to attach the BIN plates to concrete and masonry surfaces.

The BIN plate shall be attached to the beginning abutment of the bridge using expansions anchors. The BIN plate shall be placed high on the abutment, near the fascia of the bridge.

The cost of this work shall be included in the various items of the contract.

SPECIAL NOTE

CONCRETE TRUCK WASHOUT **FACILITY**

One or more facilities meeting the requirements of NYSDEC's New York State Standards and Specifications for Erosion and Sediment Control, aka "The Blue Book", are required on this project site to collect cleaning water and waste from all concrete work. Costs to construct the facility(ies) are to be included in the bid price for concrete items contained in this contract. If a facility is not constructed for this contract, all concrete trucks will be required to return to the concrete plant to wash out.

SPECIAL NOTE

PG BINDER AND MIX DESIGN LEVEL

Requirements of this note apply to all Section 404 Asphalt Pavement items in this contract.

PG BINDER

Use polymer or Terminal Blend Crumb Rubber modified **PG 64V-22** (Very High) meeting the requirements of AASHTO M 332, *Standard Specification for Performance Graded Asphalt Binder using Multiple Stress Creep Recovery (MSCR),* for the production of asphalt mixtures for this project. In addition, the binder grade must also meet the **elastomeric** properties as indicated by one of the following equations for $\%R_{3.2}$:

1. **For $J_{nr3.2} \geq 0.1$, $\%R_{3.2} > 29.371 * J_{nr3.2}^{-0.2633}$**
2. **For $J_{nr3.2} < 0.1$, $\%R_{3.2} > 55$**

Where:
$R_{3.2}$ is % recovery at 3.2 kPa
$J_{nr\ 3.2}$ is the average non-recoverable creep compliance at 3.2 kPa

When terminal blend CRM PG binder is used, the following shall apply:

- Crumb rubber particles shall be finer than #30 sieve size.
- The CRM PG binder shall be storage-stable and homogeneous.
- The Dynamic Shear Rheometer (DSR) shall be set at 2-mm gap.
- The CRM PG binder shall be 99% free of particles retained on the 600 µm sieve as tested in accordance with Section 5.4 of M 332.

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

MIX DESIGN

The mixture designs must be developed in accordance with the criteria specified in the asphalt pavement items that are appropriate for the Mixture Design Level of **50 Gyrations**.

Note: The PG binder for this project will be modified with polymer or CRM additives to meet the requirements stated above. Handling of the asphalt mixture shall be discussed at pre-construction and pre-paving meetings.

US CUSTOMARY FUEL PRICE ADJUSTMENT

FUEL PRICE ADJUSTMENT[1] CONVERSION FACTORS		
MATERIAL DESCRIPTION	**CONVERSION FACTOR**	**ITEM NUMBER[2,7]**
Unclassified Excavation	0.35 gal/yd^3	203.02
Embankment	0.10 gal/yd^3	203.03, 620.XX
Fill	0.45 gal/yd^3	203.05, 203.06, 203.07, 203.08XX, 203.20, 203.21, 203.25
Controlled Low Strength Material	1.00 gal/yd^3	204.01, 204.02, 204.03, 204.04
Trench / Culvert / Structure Excavation	0.50 gal/yd^3	206.01, 206.0201
Bituminous Stabilized Course	1.40 gal/yd^3	302.01, 307.01
Subbase Course	1.00 gal/yd^3	304 Items
Asphalt Mixtures	2.50 gal/ton	404 Items[3], 405.01, 406 Items[3], 421 Items[3], 608.020102[3], 619.0601[4], 624.02XXXX[3,4], 633.14[3,4], 633.15[3,4], 633.16[3,4]
Diamond Grinding	0.13 gal/yd^2	505 Items[3]
Milling	0.10 gal/yd^2	490 Items
Cold Recycling Asphalt Concrete	0.08 gal/yd^2	416.XXXXXXRR
Portland Cement Concrete Pavement	1.00 gal/yd^3	502 Item[3], 503.1010, 603.1011, 503.1012
Fill Type Retaining Walls	0.45 gal/yd^3	554.30XX[5], 554.31[5], 554.4X[5]
Footing Concrete & Concrete for Structures – All classes	1.00 gal/yd^3	555.0104, 555.0105, 555.05, 555.06, 555.07, 555.08, 555.09, 555.10, 555.11, 555.0011, 555.0012, 555.0021, 555.0022, 555.0031, 555.0032
Structural Approach Slabs	0.33 gal/yd^2	557.2001, 557.2002, 557.2003, 557.2009, 557.22, 557.1011, 557.1012, 557.1013, 557.1019, 557.2019
Superstructure Slabs with bottom formwork	0.25 gal/yd^2	557.01XX, 557.07, 557.30, 557.41XX, 557.1111, 557.1112, 557.1113, 557.1119, 557.13, 557.2119
Superstructure Slabs - no bottom formwork	0.15 gal/yd^2	557.05XX, 557.09, 557.43XX, 557.1211, 557.1212, 557.1213, 557.1219, 557.2219
Overlay Concrete	0.05 gal/yd^2	584.3001nn, 584.3002nn, 584.3009nn, 584.3101nn, 584.3102nn, 584.3103nn, 584.3109nn, 584.3200nn, 584.0301nn, 584.0302nn, 584.0303nn, 584.0309nn, 584.0320nn
Concrete Barrier, Type A	0.16 gal/ft	606.3001, 606.3021, 606.3031
Concrete Barrier, Type B	0.19 gal/ft	569.01, 606.3002, 606.3022, 606.3032
Concrete Barrier, Type C	0.22 gal/ft	606.3003, 606.3023, 606.3033
Concrete Barrier, Half Section	0.11 gal/ft	569.02, 569.06, 606.3004, 606.3024, 606.3034
Concrete Barrier, Single Slope	0.23 gal/ft	569.05, 569.07, 606.3041, 606.3043, 606.3044

US CUSTOMARY FUEL PRICE ADJUSTMENT

FUEL PRICE ADJUSTMENT[1] CONVERSION FACTORS		
MATERIAL DESCRIPTION	**CONVERSION FACTOR**	**ITEM NUMBER[2,7]**
Concrete Barrier Texas & Wide, Single Slope	0.28 gal/ft	569.08, 606.3051, 606.3053, 606.3054
Concrete Barrier Half Section, Single Slope	0.17 gal/ft	569.04, 606.3061, 606.3063, 606.3064
Vertical Faced Concrete Parapet	0.10 gal/ft	569.03
Removal and Replacement of Structural Concrete	1.00 gal/yd^3	582.05, 582.0051
Gravel, Stone, Slag	1.00 gal/yd^3	411.01, 411.02, 411.03, 623.1X
Concrete Sidewalks and Driveways	1.00 gal/yd^3	608.01XX
Concrete Curb	0.10 gal/ft	609.04XX, 609.05XX
Topsoil	0.45 gal/yd^3	610.10, 610.11XX, 610.14XX
Turf Establishment - Performance	0.05 gal/yd^3	610.16010020

FUEL PRICE ADJUSTMENT[1] CONVERSION FACTORS

Notes:

1. In accordance with Standard Specification §698-3.02, the index value for the fuel price adjustment is the posted price for the month of bid letting.
2. Item Number - This is the contract pay item number under which these materials are most frequently paid. Unless indicated otherwise, materials similar to those indicated under the column entitled "Material Description" are also eligible for adjustment using the factor listed for a similar material with the same pay units regardless of the actual contract pay item number.
3. Quality Adjustment Items (404/406/502/505/555/557/569/582/584/608/624) are not eligible for fuel price adjustment.
4. Fuel Price Adjustment Conversion Factor based on units of TONS of asphalt placed, not the pay units of this item.
5. Fuel Price Adjustment Conversion Factor based on units of CY of backfill paid under this item, not the pay units of this item.

US CUSTOMARY ASPHALT PRICE ADJUSTMENT

ASPHALT PRICE ADJUSTMENT[1] CONVERSION FACTORS		
MATERIAL DESCRIPTION	**CONVERSION FACTOR**	**ITEM NUMBER[2]**
Bituminous Stabilized Course	0.065 t PGB/yd^3	302.01
Asphalt Treated Permeable Base, Type 2	0.035 t PGB/t	404.0289
Shim Course	0.0825 t PGB/t	404.0589
6.3 Top Course	0.067 t PGB/t	404.068X, 406.068X
9.5 Top Course, T&L, Shoulder Course	0.062 t PGB/t	404.09XX, 404.4189, 406.09XX
9.5 Stone Matrix Asphalt	0.067 t PGB/t	421.095Z01RR
12.5 Top Course, T&L, Shoulder Course, Binder Course	0.055 t PGB/t	404.12XX, 404.4289, 406.12XX
12.5 Stone Matrix Asphalt	0.060 t PGB/t	421.125Z01RR
19 Binder Course	0.049 t PGB/t	404.19X9, 404.4389, 406.19X9
19 Stone Matrix Asphalt	0.054 t PGB/t	421.195Z01RR
25 Binder Course	0.045 t PGB/t	404.25X9, 404.4489, 406.25X9
37.5 Base Course, Binder Course	0.040 t PGB/t	404.37X9, 404.4589, 406.37X9
Paver Placed Surface Treatment, Types A, B, and C	0.064 t PGB/t	415.0X0F0118
Micro-Surfacing, Quick-Set Slurry	0.078 t PGB/t	413.0X0F0118, 414.0X0F0118
Straight Tack Coat	0.0026 t PGB/gal	407.0103
Asphaltic Sealants (ASTM 6690)	0.0027 t PGB/gal	402.75XXXX18, 402.76XX0018
Chip Seal	0.0027 t PGB/gal	410.30, 410.02030006
Asphalt Emulsion for Cold Recycling	0.0027 t PGB/gal	416.02XX00RR, 416.20XX00RR, 416.2X, 416.21XX00RR
Fog Seal and Dilute Tack Coat	0.0016 t PGB/gal	407.0102, 407.01XXXXRR, 410.40, 416.30, 416.040000RR, 416.300000RR
PG Binder for Cold Recycling	0.0043 t PGB/gal	416.22, 416.030000RR, 416.22000018
Asphaltic Sealant – Clean & Seal	0.00004 t PGB/LF 0.225 t PGB/LNMI	402.76XX0008, 412.76XX0001
Asphaltic Sealant – Treating Cracks	0.240 t PGB/LNMI	412.76040001
Asphaltic Sealant – Rout & Seal	0.00005 t PGB/LF 0.270 t PGB/LNMI	402.760100RR, 412.760100RR, 412.760300RR
Repair of Asphalt Pavement, Temporary Asphalt	See Note 4	633.14, 633.15, 633.16, 619.06XX
Truing and Leveling, Asphalt Sidewalks, Driveways, Bike Paths, Gutters	See Note 5	404.0179, 404.0189, 406.0179, 406.0189, 608.020102, 624.02XXXX
Waterproof Bridge Deck Overlay	0.0725 t PGB/t	402.907X0X18

US CUSTOMARY ASPHALT PRICE ADJUSTMENT

ASPHALT PRICE ADJUSTMENT[1] CONVERSION FACTORS

Notes:

1. In accordance with Standard Specification §698-3.01, the index value for the asphalt price adjustment is the average posted price of Performance Graded Binder (PGB) for the month of bid letting.
2. Item Number - This is the contract pay item number under which these materials are most frequently paid. Unless indicated otherwise, materials similar to those indicated under the column entitled "Material Description" are also eligible for adjustment using the factor listed for a similar material with the same pay unit regardless of the actual contract pay item number.
3. Quality Adjustment Items (404/406/608/624) are not eligible for asphalt price adjustment.
4. Asphalt Price Adjustment Conversion Factor based on unit of TON of asphalt placed, not the pay unit of this item. The conversion factor for Asphalt Pavement Repair and Temporary Asphalt will be based on the actual asphalt mixture used.
5. The conversion factor for Truing and Leveling, Driveways, and other items that allow asphalt mix options, will be based on the actual asphalt mixtures used.
6. A two-digit suffix (RR) at the end of a contract pay item indicates a special specification.
7. The conversion factors for Asphalt Mixtures with slag shall be increased by 25%.
8. t = ton; LF = linear feet; LNMI = lane miles

SPECIAL NOTE

ENGINEER'S FIELD OFFICE

Attention is directed to Standard Specification Item 637.1N Engineer's Field Office, Type N. In addition to the requirements of Section 637-2.01, the Contractor shall provide provisions for a high speed internet connection that is acceptable to the Engineer.

Also, under Section 637-2.01, add Subsection "X" consisting of the following:

X. Multifunction Machine. The multifunction machine shall meet the following specifications:

- Print/scan up to 11x17 paper size
- 250 sheet paper tray
- 30 ppm print speed
- Duplex printing capability
- 16 ppm color copy speed
- Reduction/Enlargement capability (25%-400%)
- CPU (Processor) Speed – 576 MHz
- 25 ipm scan speed

Two reams of white paper shall be provided for each paper size (8.5" x 11" and 11" x 17") as initial stock. The supply of paper/ink shall be replenished by the Contractor as required by the Engineer. Provide a Phone/Line surge protector, 15 amps, and four outlets with circuit breaker control and surge failure indicator light and/or 300W power inverter; if requested. Provide an USB port cord for connection to multifunction copier. All owners' manuals and software necessary to connect the multifunction machine to a computer shall be provided.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

June 2023

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27.	Admissibility of Contract	7

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. 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. 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.

SECTION 00 03 01

BIDDER'S CHECKLIST

(All pages in Divisions 00 03 and 00 04 are to be included by Bidder PRIOR to Bid Submission)

Bid Prices, Page 00 03 70-1 to 00 03 70-19: All blanks appropriately filled in ink with both words and figures, and signed where applicable.	☐

Each of the following forms must be executed:

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION, Pages 00 03 73-1 to 00 03 73-2: Requires Bidder's signature.	☐
CONSTRUCTION CONTRACT REQUIREMENTS, Pages 00 04 80-1 to 00 04 80-4: Requires completion and Bidder's signature.	☐
STATEMENT OF SURETY'S INTENT, Page 00 04 81-1: Requires completion and signature by Surety's Representative.	☐
EQUAL EMPLOYMENT OPPORTUNITY UTILIZATION REQUIREMENTS, Page 00 04 90-1: Requires completion.	☐
BID SECURITY, Page 00 04 99-1: Attach Bid Security to page labeled "BID SECURITY" (ATTACH HERE - CERTIFIED CHECK, CASH OR BID BOND).	☐

END OF SECTION

SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT D041075
PIN 3757.39
REPLACEMENT OF CURRY ROAD CULVERT
OVER TRUMANSBURG CREEK

TO THE TOWN OF ULYSSES:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to the construction and completion of Contract D041075, PIN 3757.39 – Replacement of Curry Road Culvert over Trumansburg Creek, required by and in strict accordance with the applicable provisions of all Contract Documents for the following unit and lump sum prices:

Acknowledgement of Addenda

Addendum No.	Date Received
_____	_____
_____	_____
_____	_____

Will need to update, RMW will let you know when this is ready

SECTION 00 03 70
BID
REPLACEMENT OF CURRY ROAD CULVERT OVER TRUMANSBURG CREEK

D041075, PIN 3757.39

ITEM NO.	ESTIMATED QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CTS.	AMOUNT BID DOLLARS	AMOUNT BID CTS.
201.06	1	CLEARING AND GRUBBING FOR _____ _____ PER LS				
202.120001	1	REMOVING EXISTING SUPERSTRUCTURES FOR _____ _____ PER LS				
202.19	90	REMOVAL OF SUBSTRUCTURES FOR _____ _____ PER CY				
203.02	300	UNCLASSIFIED EXCAVATION AND DISPOSAL FOR _____ _____ PER CY				

SECTION 00 03 70
BID
REPLACEMENT OF CURRY ROAD
CULVERT OVER TRUMANSBURG CREEK

D041075, PIN 3757.39

ITEM NO.	ESTIMATED QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CTS.	AMOUNT BID DOLLARS	AMOUNT BID CTS.
203.03	350	EMBANKMENT IN PLACE FOR _____ _____ PER CY				
203.21	225	SELECT STRUCTURE FILL FOR _____ _____ PER CY				
206.01	1,000	STRUCTURE EXCAVATION FOR _____ _____ PER CY				
207.20	15	GEOTEXTILE BEDDING FOR _____ _____ PER SY				

SECTION 00 03 70
BID
REPLACEMENT OF CURRY ROAD
CULVERT OVER TRUMANSBURG CREEK

D041075, PIN 3757.39

ITEM NO.	ESTIMATED QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CTS.	AMOUNT BID DOLLARS	AMOUNT BID CTS.
207.27	137	PREFABRICATED COMPOSITE INTEGRAL ABUTMENT DRAIN FOR _____ _____ PER SY				
209.1003	50	SEED AND MULCH - TEMPORARY FOR _____ _____ PER SY				
209.13	420	SILT FENCE - TEMPORARY FOR _____ _____ PER LF				
209.190301	47	ROLLED EROSION CONTROL PRODUCT, CLASS II TYPE C,INTERMEDIATE FOR _____ _____ PER SY				

SECTION 00 03 70
BID
REPLACEMENT OF CURRY ROAD
CULVERT OVER TRUMANSBURG CREEK

D041075, PIN 3757.39

ITEM NO.	ESTIMATED QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CTS.	AMOUNT BID DOLLARS	AMOUNT BID CTS.
304.12	250	SUBBASE COURSE, TYPE 2 FOR _____ _____ PER CY				
404.0983	55	9.5 F3 TOP COURSE ASPHALT, 80 SERIES COMPACTION FOR _____ _____ PER TON				
404.2589	130	25 F9 BINDER COURSE ASPHALT, 80 SERIES COMPACTION FOR _____ _____ PER TON				
407.0102	35	DILUTED TACK COAT FOR _____ _____ PER GAL				

SECTION 00 03 70
BID
REPLACEMENT OF CURRY ROAD
CULVERT OVER TRUMANSBURG CREEK

D041075, PIN 3757.39

ITEM NO.	ESTIMATED QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
418.7603	200	ASPHALT PAVEMENT JOINT ADHESIVE FOR _____ _____ PER LF				
551.012053	600	STEEL H-PILES (HP 12X53) FOR _____ _____ PER LF				
551.12	30	SPLICES FOR STEEL H-PILES FOR _____ _____ PER EACH				
551.13	1	FURNISHING EQUIPMENT FOR DRIVING PILES FOR _____ _____ PER LS				

SECTION 00 03 70
BID
REPLACEMENT OF CURRY ROAD
CULVERT OVER TRUMANSBURG CREEK

D041075, PIN 3757.39

ITEM NO.	ESTIMATED QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CTS.	AMOUNT BID DOLLARS	AMOUNT BID CTS.
551.14	4	DYNAMIC PILE TESTING FOR _____ _____ PER EACH				
553.020001	1	COFFERDAMS (TYPE 2) FOR _____ _____ PER EACH				
553.020002	1	COFFERDAMS (TYPE 2) FOR _____ _____ PER EACH				
555.97130016	140	CONCRETE FOR STRUCTURES, (REINFORCEMENT INCLUDED AND NO BAR LIST IN PLANS) FOR _____ _____ PER CY				

SECTION 00 03 70
BID
REPLACEMENT OF CURRY ROAD
CULVERT OVER TRUMANSBURG CREEK

D041075, PIN 3757.39

ITEM NO.	ESTIMATED QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CTS.	AMOUNT BID DOLLARS	AMOUNT BID CTS.
555.97140016	42	FOOTING CONCRETE, (REINFORCEMENT INCLUDED AND NO BAR LIST IN PLANS) FOR _____ _____ PER CY				
555.9901	1	PERFORMANCE CONCRETE QUALITY ADJUSTMENT - FOOTING CONCRETE FOR TEN DOLLARS AND 00/100 CENTS _____ PER QU	10	00	10	00
555.9902	1	PERFORMANCE CONCRETE QUALITY ADJUSTMENT - CONCRETE FOR STRUCTURES FOR EIGHT DOLLARS AND 00/100 CENTS PER QU	8	00	8	00
557.1013	116	STRUCTURAL APPROACH SLAB WITH INTEGRAL WEARING SURFACE TYPE 3 FRICTION FOR _____ _____ PER SY				

SECTION 00 03 70
BID
REPLACEMENT OF CURRY ROAD
CULVERT OVER TRUMANSBURG CREEK

D041075, PIN 3757.39

ITEM NO.	ESTIMATED QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CTS.	AMOUNT BID DOLLARS	AMOUNT BID CTS.
557.1113	178	SUPERSTRUCTURE SLAB WITH INTEGRAL WEARING SURFACE BOTTOM FORMWORK REQUIRED - TYPE 3 FOR _____ _____ PER SY				
557.29	295	WINTER SURFACE TREATMENT - SUPERSTRUCTURE SLABS AND STRUCTURAL APPROACH SLABS FOR _____ _____ PER SY				
558.02	275	LONGITUDINAL SAWCUT GROOVING OF STRUCTURAL SLAB SURFACE FOR _____ _____ PER SY				
559.01	2,820	PROTECTIVE SEALING OF STRUCTURAL CONCRETE ON NEW BRIDGE, DECKS AND BRIDGE DECK FOR _____ _____ PER SF				

SECTION 00 03 70
BID
REPLACEMENT OF CURRY ROAD
CULVERT OVER TRUMANSBURG CREEK

D041075, PIN 3757.39

ITEM NO.	ESTIMATED QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CTS.	AMOUNT BID DOLLARS	AMOUNT BID CTS.
559.02	705	PROTECTIVE SEALING OF NEW STRUCTURAL CONCRETE FOR _____ _____ PER SF				
563.02	800	PRESTRESSED CONCRETE BOX BEAMS UNITS FOR _____ _____ PER SF				
565.30130101	16	TEMPORARY WOOD SUPPORT FOR _____ _____ PER EACH				
567.51010003	55	SAWING OR FORMING AND SEALING JOINTS BETWEEN BRIDGE DECKSAND APPROACH SLABS FOR _____ _____ PER LF				

SECTION 00 03 70
BID
REPLACEMENT OF CURRY ROAD
CULVERT OVER TRUMANSBURG CREEK

D041075, PIN 3757.39

ITEM NO.	ESTIMATED QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CTS.	AMOUNT BID DOLLARS	AMOUNT BID CTS.
568.51	113	STEEL BRIDGE RAILING (FOUR RAIL) FOR _____ _____ PER LF				
568.70	128	TRANSITION BRIDGE RAILING FOR _____ _____ PER LF				
606.10	630	BOX BEAM GUIDE RAILING FOR _____ _____ PER LF				
606.100002	45	BOX BEAM GUIDE RAILING (SHOP BENT OR SHOP MITERED) FOR _____ _____ PER LF				

SECTION 00 03 70
BID
REPLACEMENT OF CURRY ROAD
CULVERT OVER TRUMANSBURG CREEK

D041075, PIN 3757.39

ITEM NO.	ESTIMATED QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CTS.	AMOUNT BID DOLLARS	AMOUNT BID CTS.
606.120201	4	BOX BEAM GUIDE RAILING END ASSEMBLY, TYPE IIA FOR _____ _____ PER EACH				
608.020102	5	ASPHALT SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS, AND VEGETATION CONTROL STRIPS FOR _____ _____ PER TON				
610.1605	142	TURF ESTABLISHMENT - PERFORMANCE FOR _____ _____ PER SY				
619.01	1	BASIC WORK ZONE TRAFFIC CONTROL FOR _____ _____ PER LS				

SECTION 00 03 70
BID
REPLACEMENT OF CURRY ROAD
CULVERT OVER TRUMANSBURG CREEK

D041075, PIN 3757.39

ITEM NO.	ESTIMATED QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CTS.	AMOUNT BID DOLLARS	AMOUNT BID CTS.
619.04	14	TYPE III CONSTRUCTION BARRICADE FOR _____ _____ PER EACH				
619.1711	80	TEMPORARY POSITIVE BARRIER - CATEGORY 1 (PINNING PROHIBITED) FOR _____ _____ PER LF				
620.05	90	STONE FILLING (HEAVY) FOR _____ _____ PER CY				
620.0801	35	BEDDING MATERIAL, TYPE 1 FOR _____ _____ PER CY				

SECTION 00 03 70
BID
REPLACEMENT OF CURRY ROAD
CULVERT OVER TRUMANSBURG CREEK

D041075, PIN 3757.39

ITEM NO.	ESTIMATED QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CTS.	AMOUNT BID DOLLARS	AMOUNT BID CTS.
625.01	1	SURVEY OPERATIONS FOR _____ _____ PER LS				
627.50140008	41	CUTTING PAVEMENT FOR _____ _____ PER LF				
637.04	1	CONCRETE CYLINDER CURING EQUIPMENT FOR _____ _____ PER EACH				
637.11	5	ENGINEER'S FIELD OFFICE - TYPE 1 FOR _____ _____ PER MNTH				

SECTION 00 03 70
BID
REPLACEMENT OF CURRY ROAD
CULVERT OVER TRUMANSBURG CREEK

D041075, PIN 3757.39

ITEM NO.	ESTIMATED QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CTS.	AMOUNT BID DOLLARS	AMOUNT BID CTS.
637.34	500	OFFICE TECHNOLOGY AND SUPPLIES FOR ONE DOLLAR AND 00/100 CENTS _____ PER DC	1	00	500	00
645.5102	11	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 32 SF, WITH Z-BARS FOR _____ _____ PER SF				
645.81	1	TYPE A SIGN POSTS FOR _____ _____ PER EACH				
646.22	8	DELINEATOR, SNOWPLOWING MARKER, SUPPLEMENTARY SNOWPLOWING MARKER PANELS FOR _____ _____ PER EACH				

SECTION 00 03 70
BID
REPLACEMENT OF CURRY ROAD
CULVERT OVER TRUMANSBURG CREEK

D041075, PIN 3757.39

ITEM NO.	ESTIMATED QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CTS.	AMOUNT BID DOLLARS	AMOUNT BID CTS.
646.32	6	STEEL POST, 2.0 LB/FT FOR _____ _____ PER EACH				
647.61	1	REMOVE AND DISPOSE SIGNS, GROUND MOUNTED TYPE A SIGN SUPPORTS AND FOUNDATIONS - SIZE I FOR _____ _____ PER EACH				
697.030000BM	61,000	FIELD CHANGE PAYMENT FOR ONE DOLLAR AND 00/100 CENTS _____ PER DC	1	00	61,000	00
698.04	100	ASPHALT PRICE ADJUSTMENT FOR ONE DOLLAR AND 00/100 CENTS _____ PER DC	1	00	100	00

SECTION 00 03 70
BID
REPLACEMENT OF CURRY ROAD
CULVERT OVER TRUMANSBURG CREEK

D041075, PIN 3757.39

ITEM NO.	ESTIMATED QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CTS.	AMOUNT BID DOLLARS	AMOUNT BID CTS.
698.05	100	FUEL PRICE ADJUSTMENT FOR ONE DOLLAR AND 00/100 CENTS _____ PER DC	1	00	100	00
698.06	100	STEEL/IRON PRICE ADJUSTMENT FOR ONE DOLLAR AND 00/100 CENTS _____ PER DC	1	00	100	00
699.040001	1	MOBILIZATION FOR _____ _____ PER LS				
TOTAL OR GROSS BID WRITTEN IN WORDS - REPLACEMENT OF CURRY ROAD CULVERT OVER TRUMANSBURG CREEK			$_____		$_____	

SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT D041075, PIN 3757.39
REPLACEMENT OF CURRY ROAD CULVERT
OVER TRUMANSBURG CREEK

The signer of this Proposal as Bidder declares that the only person, persons, company or parties interested in the proposal are named in this Proposal; that the Bid 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 or fraud; that no officer, agent or employee of the Owner is directly or indirectly interested in the Bid; and that he has carefully examined the annexed form of Contract and Contract Documents.

In accordance with Section 139-d of the State Finance Law, Section 103-d of the General Municipal Law, or Section 2878 of the Public Authorities Law, the Bidder further certifies that: (a) the Bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for Bids; and (b) the contents of the Bid have not been communicated by the Bidder nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid. Section 620 of the Penal Law makes violation of this statute a crime punishable as perjury.

If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within forty-five (45) days after the date of opening of the Bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within five (5) days after the date of such mailing, or delivering of such notice, execute and deliver a contract in the form of Contract attached hereto.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, or delivered:

Company Name: _____

Contact Name: _____

Address: _____

City, State, Zip: _____

Telephone/Fax: _____

Email: _____

FEIN:
(Federal Employee
Identification Number) _____

Bidders's Certificate of
Registration Number per
NYS Labor Law 220-I: _____

SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT D041075
REPLACEMENT OF CURRY ROAD CULVERT
OVER TRUMANSBURG CREEK

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the Contract Documents.

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Accompanying this Bid, is a Bid security in the form of a certified check*, cash*, or a bid bond* for the sum of _____ ($_____) Dollars. In case this Bid is accepted by the Owner, and the undersigned shall fail to execute a contract with and give the required bonds to the Owner within five (5) days after the date of a written notice by the Owner to the undersigned so to do, this Bid security shall be forfeited and will be retained by the Owner as liquidated damages.

Dated _____, 20____ **_____
_____
_____

_____
Signature of Bidder

Print Name of Signer of Bid _____
Address _____
_____
_____

* Cross out designations not applicable.

** Insert bidder's name; if a corporation, give the state of incorporation using the phrase "a corporation organized under the law of"; if a partnership, give the name of the partners, using also the phrase "co-partners trading and doing business under the firm name and style of"; if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

END OF SECTION

SECTION 00 03 73

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said contractor/proposer has not:

   a) Provided goods or services of $20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

   b) Acted as a financial institution and extended $20 million or more in credit to another person for forty-five (45) days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:

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

      The Owner will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Owner reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

b) The Owner has made a determination that the goods or services are necessary for the Owner to perform its functions and that, absent such an exemption, the Owner would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the Owner in writing and shall be a public document.

_____ _____
Signature Title

_____ _____
Company Name Date

State of _____)
) SS:
County of _____)

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

_____

END OF SECTION

SECTION 00 04 80

CONSTRUCTION CONTRACT REQUIREMENTS

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,

4. 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,

5. Certify that it understands the prohibitions under the New York State False Claims Act (NYS Finance Law Article 13),

6. 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,

7. 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,

8. Provide commitments to meet the established M/WBE and SDVOB goal(s) prior to award or demonstrate good faith efforts to do so,

9. 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.

10. 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 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

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:

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:

SECTION 00 04 81

STATEMENT OF SURETY'S INTENT

To: _____

We have reviewed the Bid of _____
(Contractor)

of _____
(Address)

for _____

_____
(Project)

Bids for which will be received on _____
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves, and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

Attest:

_____ _____

_____
Surety's Authorized Signature(s)

Attach Power of Attorney

(Corporate seal if any. If no seal, write "No Seal" across this place and sign.)

END OF SECTION

SECTION 00 04 90

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
FEDERAL AID PROJECT

EQUAL EMPLOYMENT OPPORTUNITY
UTILIZATION REQUIREMENTS

The Department has established Equal Employment Opportunity (EEO) utilization requirements for this Contract.

Reference is made to Section 00 08 40.03, Contract Requirements for Locally Administered Federal Aid Construction Projects and Section 102-11, Equal Employment Opportunity Requirements of the NYSDOT Standard Specifications for specific project requirements and goals. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies that this Contractor will not discriminate against any Employee or Applicant for employment because of race, color, religion, sex, or national origin.

Prior to award of this Contract, the lowest responsible Bidder will be required to submit their plan for Equal Employment Opportunity participation in accordance with the said sections. Enforcement of the said sections will be in accordance with Section 102-11.G of the NYSDOT Standard Specifications.

Equal Employment Opportunity Officer

The Bidder shall designate and enter below the name of the Equal Employment Opportunity Officer who will have the responsibility for and must be capable of effectively administering and promoting an active Equal Employment Opportunity Program and who must be assigned adequate authority and responsibility to do so.

Bidder Designated EEO Officer _____
(Name, Title)

Telephone Number _____

END OF SECTION

SECTION 00 04 99

BID SECURITY

(ATTACHED HERE - CERTIFIED CHECK, CASH OR BID BOND)

END OF SECTION

SECTION 00 05 70

AGREEMENT

This CONTRACT, in five (5) copies, made and entered into this _____ day of _____, 20__, by and between the Town of Ulysses, a municipal corporation, organized and existing under the laws of the State of New York, with its principal office and place of business located at 10 Elm Street, Trumansburg NY 14886, hereinafter designated as "Owner", Party of the First Part,

and _____

_____

_____ of _____

County of _____ State of _____

hereinafter designated as the Contractor, Party of the Second Part.

WITNESSETH: That the parties hereto, each in consideration of the Agreements on the part of the other herein contained, have mutually agreed, and hereby mutually agree, the Party of the First Part for itself and its successors, and the Party of the Second Part for itself, himself or themselves and its successors, his or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract, the Contractor shall furnish all materials and perform all work required to furnish and install complete Contract D041075 – PIN 3757.39 – Replacement of Curry Road over Trumansburg Creek.

Article 2. In consideration of the payments to be made as hereinafter provided, and of the performance by the Owner of all matters and things to be performed by the Owner as hereinafter provided, the Contractor agrees, at his own sole cost and expense to perform all the labor and services, and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, the work described under Article 1 hereof, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, order and directions of the Engineer made in accordance with this Contract.

Article 3. The Owner agrees to pay and the Contractor agrees to accept, as full compensation for all work done and materials furnished, and also for all costs and expense incurred, and loss or damages sustained by reason of the action of the elements or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the proposal hereto attached.

Article 4. CONTRACT DOCUMENTS. The following Documents shall constitute integral parts of the Agreement, the whole to be collectively known and referred to as the Contract: Advertisement For Bids, Information for Bidders, Wage Rates, Additional Instructions, Bid Documents, Agreement, Performance Bond, Labor & Materials Payment Bond, Insurance Certificates, General Conditions, General Requirements, Specifications, Contract Drawings, and all interpretations of, or addenda to the CONTRACT DOCUMENTS issued by the Owner or the Engineer with the approval of the Owner.

The Table of Contents, Indices, Headings, Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretations of the provisions to which they refer.

Article 5. Contractor agrees to comply with all requirements of the Contract Documents and with all provisions of law and implementing regulations. If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Contract, then the Owner may make use of any or all remedies at law or in equity, or as provided in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

Article 6. The following alterations and addenda have been made and included in this Contract before it was signed by the parties hereto:

_____

_____

_____

Article 7. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

Article 8. The Contractor agrees:

(a) He hereby voluntarily and irrevocably submits himself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this Contract located within the State of New York in which any litigation is brought based on or arising out of this Contract.

(b) Any litigation brought by the Contractor based on or arising out of this Contract shall be brought only in the Supreme Court of the State of New York within the County in which the Owner is located.

(c) Any legal process or notice connected with any litigation may be served on the Contractor by United States registered mail, postage pre-paid, addressed to the Contractor at his address stated in this Contract or at the Address stated in this Contract for the furnishing of notices to the Contractor or at the Contractor's last known address, and that service in such manner shall constitute good and valid service of process upon the Contractor.

(d) The Contractor hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in Subparagraph (c) immediately above, invalid service of process, and that he will duly enter his appearance in any such action.

(e) This Contract may be presented in court as conclusive evidence of the foregoing agreement.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement in five (5) copies the day and year first above written.

_____ (OWNER)

By: _____

(Seal)

CONTRACTOR

_____

(Seal) By: _____

(ACKNOWLEDGMENT OF OFFICER OF OWNER ATTESTING CONTRACT)

State of _____)
) SS:
County of _____)

On this _____ day of _____, 20___, before me personally came and appeared _____to me known, who, being by me duly sworn, did depose and say that he is the _____ of the _____described in and which executed the foregoing instrument; that he knows the seal of said Owner; that one of the impressions appearing on said instrument is a true and correct impression of such seal; and that he affixed it thereto and attested the same over his signature by virtue of the authority in him vested.

_____

(ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION)

State of _____)
) SS:
County of _____)

On this _____ day of _____, 20____, before me personally came and appeared _____to me known, who, being by me duly sworn, did depose and say that he resides at _____ _____; that he is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

_____

(ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP)

State of _____)
) SS:
County of _____)

On this _____ day of _____, 20____, before me personally came and appeared _____to me known and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

_____

(ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL)

State of _____)
) SS:
County of _____)

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

_____

(ACKNOWLEDGMENT OF CONTRACTOR, IF A LIMITED LIABILITY COMPANY)

State of _____)
) SS:
County of _____)

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known, who being by me duly sworn, did depose and say that he resides at _____ _____; that he is the _____ of _____, the limited liability company described in and which executed the foregoing instrument; that he knows the seal of said limited liability company; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the managing members of said limited liability company, and that he signed his name thereto by like order.

_____

(Certification of Owner's Attorney)

I, the undersigned, the duly authorized and acting legal representative of _____ _____ do hereby certify as follows:

I have examined the foregoing Contract and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

By:_____
Owner's Attorney

_____
(Date)

END OF SECTION

SECTION 00 06 10

PERFORMANCE BOND

(ATTACH PERFORMANCE BOND HERE)

KNOW ALL MEN BY THESE PRESENTS, that _____ _____(hereinafter called the "Principal") and _____ (hereinafter called the "Surety") are held and firmly bound to the _____ (hereinafter called the "Owner") in the full and just sum of _____ Dollars ($_____) good and lawful money of the United States of America, for the payment of which sum of money, well and truly to be made and done, the Principal binds himself, his heirs, executors, administrators and assigns and the Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract bearing date on the _____ day of _____, 20__, with the _____ for the _____ _____a copy of which Contract is annexed to and hereby made part of this bond as though herein set forth in full.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully comply with and perform all the terms, covenants, and conditions of said Contract or his (their, its) part to be kept and performed and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to the true intent and meaning of said Contract, including repair and/or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the Owner from all cost and damage which it may suffer by reason of failure so to do, and shall fully reimburse and repay the Owner for all outlay and expense which the Owner may incur in making good any such default, and shall protect the said Owner against, and pay any and all amounts, damages, costs and judgments which may or shall be recovered against said Owner or its officers or agents or which the said Owner may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, or the repair or maintenance thereof, or the manner of doing the same, or the neglect of said Principal, or his (their, its) agents or servants, or the improper performance of said work by the said Principal, or his (their, its) agents or servants or the infringement of any patent or patent rights by reason of the use of any materials furnished or work done as aforesaid or otherwise, then this obligation shall be null and void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, the Surety, for value received, hereby stipulates and agrees, if requested to do so by the Owner to fully perform and complete the work mentioned and described in said Contract, pursuant to the terms, conditions, and covenants thereof, if for any cause the Principal fails or neglects to so fully perform and complete such work and the Surety further agrees to commence such work of completion within ten (10) calendar days after written notice thereof from the Owner and to complete such work within ten (10) calendar days from the expiration of the time allowed the Principal in the Contract for the completion thereof; and further

PROVIDED, HOWEVER, the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by an extension of time, modification, omission, addition, or change in or to the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer of any work to be performed or any monies due or to become due thereunder or by the Owner's takeover, use occupancy or operation of any part or all of the work covered by the Contract; and said Surety does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, transfers, takeovers, uses, occupancies or operations, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by or in relation to said Principal.

IN WITNESS WHEREOF, the Principal has hereunto set his (their, its) hand and seal, and the Surety has caused this Instrument to be signed by its _____, and its corporate seal to be hereunto affixed this _____ day of _____, 20_____.

_____
Principal

(If Corporation, affix Corporate Seal)

By _____
Surety

(If Corporation, affix Corporate Seal)

By _____

(ACKNOWLEDGEMENT BY PRINCIPAL, UNLESS IT BE CORPORATION)

STATE OF)
) SS:
COUNTY OF)

On this _____ day of _____, 20___, before me personally came _____ _____ to me known and known to me to be the person__ described in and who executed the foregoing Instrument and acknowledged that __he _ executed the same.

_____
Commissioner of Deeds or Notary Public

(ACKNOWLEDGEMENT BY PRINCIPAL, IF A CORPORATION)

STATE OF)
) SS:
COUNTY OF)

On this _____ day of _____, 20____, before me personally came _____ _____to me known, who being by me duly sworn, did depose and say that he 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.

_____
Commissioner of Deeds or Notary Public

(ACKNOWLEDGEMENT BY SURETY COMPANY)

STATE OF)
) SS:
COUNTY OF)

On the _____ day of _____, 20____, before me personally came _____ _____to me known, who being by me duly sworn, did depose and say that he resides in _____, that he is the _____ of the _____, the corporation described in and which executed the within Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation and that he signed his name thereto by like order; and that liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

_____
Commissioner of Deeds or Notary Public

END OF SECTION

SECTION 00 06 20

LABOR & MATERIALS PAYMENT BOND

(ATTACH LABOR & MATERIALS PAYMENT BOND HERE)

SECTION 00 06 50

CERTIFICATE OF INSURANCE

(ATTACH INSURANCE CERTIFICATES HERE)

GENERAL CONDITIONS

SECTION 00 08 10

DEFINITIONS OF WORDS & TERMINOLOGY

00 08 10.01 DEFINITIONS OF WORDS AND TERMS

A. Wherever the following words, or corresponding pronouns are used in this Contract, they shall have the meaning given herein:

1. CONTRACT, OR CONTRACT DOCUMENTS: each of the various documents referred to in the Agreement, both severally and as a whole, including all additions, deletions, modifications and interpretations incorporated therein or appended thereto by or with approval of the Owner prior to the execution of the Contract.

2. OWNER: the party of the first part to this Contract, or any duly authorized agents or officers empowered to act therefor.

3. CONTRACTOR: the party of the second part to this Contract, or the legal representatives or agents appointed by said party for the performance of the work.

4. ENGINEER: the firm of Barton & Loguidice, engaged by the Owner to provide Engineering services in connection with the work of this Contract, or its representatives duly authorized in writing to act therefor.

5. SURETY: the person, persons, firm or corporation who executes the Contractor's Performance Bond and Labor & Materials Payment Bond.

6. SUBCONTRACTOR: any person, other than employee of the Contractor, or any firm or corporation who contracts to act for or in behalf of the Contractor in performing any part of the work in connection with the Contract, exclusive of one who furnishes only materials or equipment.

7. PROJECT: the entire facility or improvement to which the Contract relates.

8. SITE: the area or areas bounded by the property lines shown on the Plans, and other areas that may be similarly designated.

9. THE WORK: all labor, equipment and materials required, either expressly or by implication, to be furnished by the Contractor under this Contract or in connection with Change Orders or Supplemental Agreements thereto.

10. SUPPLEMENTAL AGREEMENT: an alteration or modification of the Contract Documents, made after execution of the Contract and agreed to in writing by the Contractor and the Owner.

11. ORDER-ON-CONTRACT: a written order from the Owner to the Contractor directing an alteration or modification of the nature, scope or type of the work.

12. BOND OR PERFORMANCE BOND: the guarantee signed by the Surety, that the Contractor will complete all the work as required by the Contract.

13. LABOR & MATERIALS PAYMENT BOND: the guarantee, signed by the Surety, that the Contractor will pay for all Labor and Material required by the Contract.

14. SPECIFICATIONS: also referred to as DETAIL SPECIFICATIONS or TECHNICAL SPECIFICATIONS. The written directions, requirements, descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work and specifically including Division 1 - Division 49 of the Contract Documents.

15. PLANS, DRAWINGS OR CONTRACT DRAWINGS: only those drawings listed as such in the Contract Documents with all Addenda thereto.

16. SHOP DRAWINGS, SETTING DRAWINGS, WORKING DRAWINGS, CONSTRUCTION DRAWINGS: drawings prepared, or caused to be prepared, by the Contractor, Sub-contractors, or by their equipment or material suppliers in their behalf, including standard or stock equipment drawings, necessary to the performance of the work in addition to the Contract Drawings, or as may be required by the Engineer to be submitted for review.

17. ADDITIONAL DRAWINGS, SUPPLEMENTARY DRAWINGS: drawings, in addition to the Contract Drawings, which may be prepared and issued by the Engineer as part of the instructions to or requests of the

Contractor in connection with the work of the Contract or appertaining to changes in the work.

18. ADDENDUM, ADDENDA: additional Contract provisions, deletions or changes issued by the Owner prior to the receipt of bids.

19. WRITTEN NOTICE: all written and authoritatively signed communications required in the normal conduct of the work or required to obtain compliance with the Contract provisions or preserve the rights of any party to the Contract. Written notice shall be considered as served when either delivered in person or deposited in a post-paid wrapper in a regularly maintained U.S. Mailbox and addressed to the person, firm or corporation intended to receive such notice, or to their appropriate agent, to the last business address of such known to the server. If mailed, the period of notice shall run from the time of the postal cancellation. It shall be incumbent upon each party to the Contract, and the Engineer, to advise the other parties to the Contract, and the Engineer, of any change in their business address until completion of the Contract and the expiration of all guarantee periods connected therewith.

20. DIRECTED, ORDERED, REQUIRED, DESIGNATED, PERMITTED, GRANTED, INSTRUCTED, CONSIDERED NECESSARY, APPROVED, SATISFACTORY, ACCEPTABLE: words referring to action or satisfaction of the Engineer, unless another meaning is specifically stated. The same shall apply to words of like import.

21. AS SHOWN, AS SHOWN ON THE PLANS: words referring to lines, numbers, or statements, or combinations thereof, on the Contract Drawings, unless another meaning is specifically stated.

22. ELEVATION: or any abbreviation of the word "elevation", followed by figures, shall refer to the distance in feet above the datum established by the Engineer for the Project.

23. ACT OF GOD: an earthquake, flood, excessive wind or other unusual natural occurrence. Rain, snow, wind, flood, lightning or other natural phenomenon of normal intensity for the locality shall not be included in the meaning of the term.

24. APPROVED EQUAL, EQUAL: in the Contract Documents or Contract Drawings wherever brand names are specified and followed by the phrase "or approved equal", this phrase shall be modified to read "or equal".

00 08 10.02 REFERENCES TO OTHER SPECIFICATIONS AND CODES

A. References in these Specifications to published specifications and codes of private and governmental technical societies and agencies shall mean the latest specification for the item or operation involved. Abbreviations of these organizations used in these Specifications may include the following:

1.	AASHTO	American Association of State Highway and Transportation Officials
2.	ACI	American Concrete Institute
3.	ACPA	American Concrete Pipe Association
4.	AGA	American Gas Association
5.	AGCA	Associated General Contractors of America
6.	AGMA	American Gear Manufacturers Association
7.	AISC	American Institute of Steel Construction
8.	AMCA	American Mechanical Contractors Association
9.	ANSI	American National Standards Institute
10.	APWA	American Public Works Association
11.	ARI	American Refrigeration Institute
12.	ASA	American Standards Association
13.	ASCE	American Society of Civil Engineers
14.	ASHRAE	American Society of Heating, Refrigeration & Air Conditioning Engineers
15.	ASME	American Society of Mechanical Engineers
16.	ASTM	American Society for Testing and Materials
17.	AWPA	American Wood Preservers Association
18.	AWS	American Welding Society
19.	AWWA	American Water Works Association
20.	CEMA	Conveyor Equipment Manufacturers Association
21.	CIPRA	Cast-Iron Pipe Research Association
22.	FM	Factory Mutual System
23.	HEI	Heat Exchange Institute
24.	HI	Hydraulics Institute
25.	IEEE	Institute of Electrical and Electronics Engineer
26.	IPCEA	Insulated Powers Cable Electric Association
27.	NAFM	National Association of Fan Manufacturers

28.	NBC	National Building Code
29.	NBFPU	National Board of Fire Protection Underwriters
30.	NBCA	National Bituminous Concrete Association
31.	NCPI	National Clay Pipe Institute
32.	NEC	National Electrical Code
33.	NELA	National Electrical Lamp Association
34.	NEMA	National Electrical Manufacturers Association
35.	NETA	National Electrical Testing Association
36.	NFPA	National Fire Protection Association
37.	NSWMA	National Solid Wastes Management Association
38.	NYSDOT	New York State Department of Transportation, Standard Specifications (Construction and Materials)
39.	NYSECC	New York State Energy Conservation Code
40.	OSHA	Occupational, Safety and Health Act
41.	PCA	Portland Cement Association
42.	SAE	Society of Automotive Engineers
43.	SMACNA	Sheet Metal & Air Conditioning Contractors National Association
44.	SSPC	Steel Structures Painting Council
45.	UL	Underwriter Laboratories, Inc.
46.	USEPA	United States Environmental Protection Agency

END OF SECTION

GENERAL CONDITIONS

SECTION 00 08 20

DESCRIPTION & DELINEATION OF THE WORK

00 08 20.01 INTENT OF PLANS AND SPECIFICATIONS

A. The intent of the Plans, Specifications and other Contract Documents is to provide for the work outlined and delineated therein, complete in every detail for the purpose designated. The Contractor agrees to furnish everything necessary for the work as intended, any omission in the Plans or Specifications notwithstanding.

B. The Contractor shall furnish all materials, tools, plant equipment and labor, except those specifically set forth herein as to be furnished by the Owner, required to construct and place in complete and satisfactory working order the work contemplated by the Contract Documents. The mention in any part of the Specifications of any specific liability, duty or responsibility of the Contractor will not be construed as a restriction, limitation or waiver of any general liability, duty or responsibility of the Contractor, such mention being merely for explanatory purposes. The Contractor shall be solely responsible for the adequacy of their plant, tools and equipment, approval of the Engineer notwithstanding.

C. The Contractor shall do the work in a manner judged to best promote rapid construction consistent with due regard for the safety of life and the preservation of property, the satisfaction of the Engineer, and the intent of the Contract Documents.

00 08 20.02 INTERPRETATION OF PLANS & SPECIFICATIONS

A. The Engineer shall interpret the Plans and Specifications, and any Order-On-Contract or Supplemental Agreements. Anything shown on the Plans but not included in the Specifications, or mentioned in the Specifications but not shown on the Plans, shall have the same effect as if set forth in both. In the event of a conflict between the Plans and Specifications, the Plans shall govern.

00 08 20.03 CONTRACT DRAWINGS

A. The location, nature and many details of the work are shown on the Contract Drawings. The work shall be constructed as shown on these Plans and such other drawings as may be issued during the life of the Contract by the Engineer, or furnished by the Contractor and approved by the Engineer.

B. The purpose of the Contract Drawings together with other Contract Documents, is to provide Bidders with sufficient information to prepare adequate and equitable Bids and to provide an adequate and equitable basis for the Agreement. The Contract Drawings may or may not provide sufficient detail for the actual construction of all segments of the work as shown and specified. The Contractor shall furnish Construction Drawings or other drawings, as specified or requested, or, as may be required to adequately delineate for their workers all details necessary for the work.

00 08 20.04 ADDITIONAL OR SUPPLEMENTAL DRAWINGS

A. The Engineer may prepare Additional Drawings or Supplemental Drawings during the course of the work, in connection with minor changes, Order-On-Contracts, Supplemental Agreements, or to augment or amplify the Contract Drawings or other drawings, or as part of orders or instructions, and the Contractor shall abide by such drawings in the same manner as specified for the Contract Drawings.

END OF SECTION

GENERAL CONDITIONS

SECTION 00 08 30

CONDITIONS & REQUIREMENTS

00 08 30.01 NEW YORK STATE STANDARD SPECIFICATIONS

A. This Contract shall be enforced by the general conditions and requirements stated in Section 100 of the New York State Department of Transportation Standard Specifications, Construction and Materials and all Addenda in effect on the date of advertising for bids shall apply, except where modified in these Specifications. Although these Specifications were written with the New York State Department of Transportation as the contract managing agency, it is the intent that these conditions and requirements be managed by the Owner. The Owner or its representatives will be responsible for all interpretations and decisions regarding these Specifications for this project. Therefore, the project Owner is to be substituted for any and all references to the Department and State officials. In addition, where the NYSDOT is mentioned in any capacity as an approving authority with regard to materials, shop drawings or other approvals, the approving authority shall be changed to the Owner. Where reference is made to the proposal in the New York State Standard Specifications and Construction Materials, the proposal shall be substituted with the Contract Documents and Specifications.

B. The following subsections define the changes made to the NYS Standard Specifications and made part thereof.

00 08 30.02 ABBREVIATIONS AND DEFINITIONS OF TERMS

A. 101-02 ABBREVIATIONS OF TERMS – Modify the following definitions:

Award - Delete the word “Department” and substitute “OWNER”.

Chief Engineer - Delete “The Chief Engineer of the New York State Department of Transportation” and substitute “OWNER”.

Commissioner - Delete “The Commissioner of the New York State Department of Transportation” and substitute “OWNER”.

Comptroller -	Delete “The head of the New York State Office of the State Comptroller” and substitute “OWNER”.
Contract -	Delete the word “Department” and substitute “OWNER”.
Department -	Delete entire definition and substitute “OWNER”.
Department Geotechnical Engineer -	Delete entire definition and substitute “OWNER’S ENGINEER”.
Department Engineering Geologist -	Delete entire definition and substitute “OWNER’S ENGINEER”.
Director, Construction Division -	Delete entire definition and substitute “OWNER’S ENGINEER”
Engineer or Engineer in Charge -	Delete entire definition and substitute “The Engineer representing the Owner having direct supervision of the execution of the Contract under direction of the engineering firm representing the Owner.
Final Agreement -	Delete “State of New York Department of Transportation” and substitute “OWNER”.
Geotechnical Engineering Bureau -	Delete.
Inspector -	Delete “The Department of Transportation” and substitute “The Owner”.
Material -	Delete “Commissioner” and substitute “OWNER”.
Materials Bureau -	Delete.
Order on Contract -	Delete “Commissioner” and substitute “OWNER”.
Proposal Form -	Delete “Department” and substitute “OWNER”.
Subcontractor -	Delete “Department” and substitute “OWNER”.
Test -	Delete “Commissioner” and substitute “OWNER”.

00 08 30.03 BIDDING REQUIREMENTS AND CONDITIONS

A. 102-02 EXAMINING THE CONTRACT DOCUMENTS AND THE WORK SITE: Delete the first paragraph and substitute “Detailed plans of the work, standard sheets and contract proposal may be examined at the office of the project Owner or its designee.”

A. BASE LINE DATA**:** Delete "Regional Office where the work is located" and substitute "Owner's Office".

B. 102-06 BID DEPOSIT**:** Delete this Section in its entirety and substitute, therefore, and refer to the requirements of Section 00 01 00.11, Bid Security.

C. 102-07 MODIFICATION OR WITHDRAWAL OF PROPOSAL: Delete this Section in its entirety and substitute, therefore, the requirements of Section 00 01 00.06, Informalities, Waivers and Withdrawals.

D. 102-15 SAMPLE FORM OF BID BOND: Delete this Section in its entirety.

E. 102-16 SAMPLE CONTRACT PAY ITEM FORMAT: Delete this Section in its entirety.

00 08 30.04 CONTRACT AWARD AND EXECUTION

A. 103-01 CONTRACT AWARD: Delete this Section in its entirety and substitute, therefore, the requirements of Section 00 01 00, Information For Bidders.

B. 103-06 SAMPLE FORM OF CONTRACT AGREEMENT: Delete this Section in its entirety with the following exceptions: Articles 3, 5, 7, 8, 9, and 11 remain in effect as they are cross referenced in other sections of these Specifications. Reference is made to Section 00 05 70, Agreement, for a copy of the Owner/Contracted Agreement.

00 08 30.05 CONTROL OF WORK

A. 105-14 DISPUTED WORK AND DISPUTE RESOLUTION:

Delete 105-14D in its entirety and substitute the following:

D. **Review Time Periods for Disputes**. After providing written notice the Contractor shall, as soon as the information is available or ascertainable, provide the Engineer with summary of its dispute contentions in accordance with Section 105-14E of the NYSDOT Standard Specifications. The Engineer will make an initial response, in writing, within 15 work days after the Contractor provides the dispute submission.

If a dispute is not resolved by the Engineer to the satisfaction of the Contractor within 10 work days of receipt of the Engineer's written decision, or the Engineer fails to reply within 15 days, the Contractor shall notify the Owner in writing, with copies to the Engineer, of its contentions relative to the dispute, indicating the substance of previous

communications on the issue with the Engineer and its rebuttal of their previous findings.

Delete 105.14 H in its entirety and substitute the following:

H. **Contract Closeout Process**. A dispute, or a portion thereof, that has been previously submitted to the Owner or its representatives which remains unresolved to the satisfaction of the Contractor, may be submitted for the Owner's review in connection with the closeout process.

1. **Contract Closeout Meeting**. If requested by the Contractor, the Owner or its representatives will schedule a contract closeout meeting with the Owner at their office. The contract closeout meeting process involves meeting(s) with the Contractor and its representatives and the Owner's personnel and representatives to amicably resolve all remaining disputes of the Contract.

2. **Claims.** If any dispute or portion thereof remains unresolved following the meeting(s) or conference(s) and the payment of the final agreement, the Contractor may file a claim in accordance with New York State Laws and the provisions of the Contract.

00 08 30.06 TECHNICAL SPECIFICATIONS

A. The Technical Specifications covering work on this Contract are the Specifications covered under Division 2-49 at this Contract and those in the updated "New York State Standard Specifications" (including all modifications and addendums at the time of advertisement). As a guide to the Contractor, the following practice was generally used for the identification of Specifications by item number: Specification item numbers contained in the updated "New York State Standard Specifications" and Addenda remain the same. Item numbers of Specifications prepared by the Owner are included in the Specification Sections (Divisions 2-29). Payment for Special Specifications shall be based on either lump sum or unit price (as stated in the bid proposal) for the Contract.

C. The Specifications, Plans and Contract Documents provided by the Owner shall govern over those of other agencies but where the method of work, requirement of materials, and method of payment are not included in the Contract Documents provided by the Owner, the updated "New York State Standard Specifications", and Addenda mentioned above shall govern. The Specification Section of these Contract Documents details the applicable item numbers of the New York State

Standard Specifications; however, the Contractor shall be aware that the Contract Drawings and Specifications contained herein may contain modifications which they are responsible for in the performance of the Contract.

D. When references are made in these Specifications to the updated "New York State Standard Specifications", and Addenda and terms in these Specifications refer to the State, Department, Commissioner, Executive Deputy Commissioner, Comptroller, Division, Bureau Regional Director, or Chief Engineer, it shall be assumed that the Owner is implied; reference to the Engineer or Inspector shall mean that the Engineer representing the Owner is implied. The updated "New York State Standard Specifications", and any Addenda may be obtained from THE New York State Department of Transportation website at:

https://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us

00 08 30.07 RETAINAGE

A. In amplification to NYSDOT Standard Specifications, no retainage will be withheld on this Contract by the Owner. In addition, the Contractor shall not withhold retainage from any of their Subcontractors or Suppliers. All payments on this Contract shall be made against work approved in accordance with the terms and conditions of this Contract.

END OF SECTION

APPENDIX 12-1

CONSTRUCTION CONTRACT REQUIREMENTS

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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:

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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

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

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

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

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

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

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

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

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

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

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

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

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

to determine any evidence of discriminatory wage practices.

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action 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 reprocurement 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 journeyworkers 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 reprocurement 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.

* * * * *

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.

* * * * *

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.

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

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

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

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

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

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

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

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

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

TECHNICAL SPECIFICATIONS

ITEM 555.97130016 - CONCRETE FOR STRUCTURES, (REINFORCEMENT INCLUDED AND NO BAR LIST IN PLANS)
ITEM 555.97140016 - FOOTING CONCRETE, (REINFORCEMENT INCLUDED AND NO BAR LIST IN PLANS)

DESCRIPTION:

This work shall consist of furnishing and placing concrete for structures and furnishing footing concrete, including steel reinforcement, as indicated in the contract documents or as directed by the Engineer.

MATERIALS:

All the material requirements of §555-2 and §556-2 shall apply.

CONSTRUCTION DETAILS:

Apply the provisions of §555-3 and §556-3 and the following modifications:

If placement details and bar lists are not included in the contract plans, then the following provisions apply:

1. At least thirty (30) days prior to fabrication of the reinforcement the Contractor shall submit to the Engineer placement drawings showing the bar lists and the bar locations. The details of the bar list drawing and placement shall meet the requirements of the current edition of the Concrete Reinforcing Steel Institute's publication Reinforcing Bar Detailing. Drawings submitted for the review process shall be the same size and layout as the Plans. Electronic submission is required. Drawings and bar lists shall be clear and legible.

2. Requests for information or changes along with reasons shall be documented in a separate list.

3. The Engineer will transmit the documents to the designer for review for conformance with the design requirements and in accordance with §105-16. The designer will not check lengths, number of bars, weights or bar marks. Corrections will be returned to the Contractor. A review time of two days per placement drawing submitted with a minimum of 15 days for each submission will be allowed upon receipt of the submission. When the documents are satisfactory they will be returned to the Contractor stamped "Approved in Conformance with Design Requirements".. No reinforcement shall be placed until copies of the approved documents are received by the Engineer.

4. Partial submissions that require coordination with other drawings will not be accepted.

METHOD OF MEASUREMENT:

All the provisions of §555-4.01 shall apply. Separate measurement of the bar reinforcement will not be made.

BASIS OF PAYMENT:

All the provisions of §555-5.01 shall apply, except that bar reinforcement will be included. No separate payment will be made for reinforcement.

ITEM 565.30130101 - TEMPORARY WOOD SUPPORT

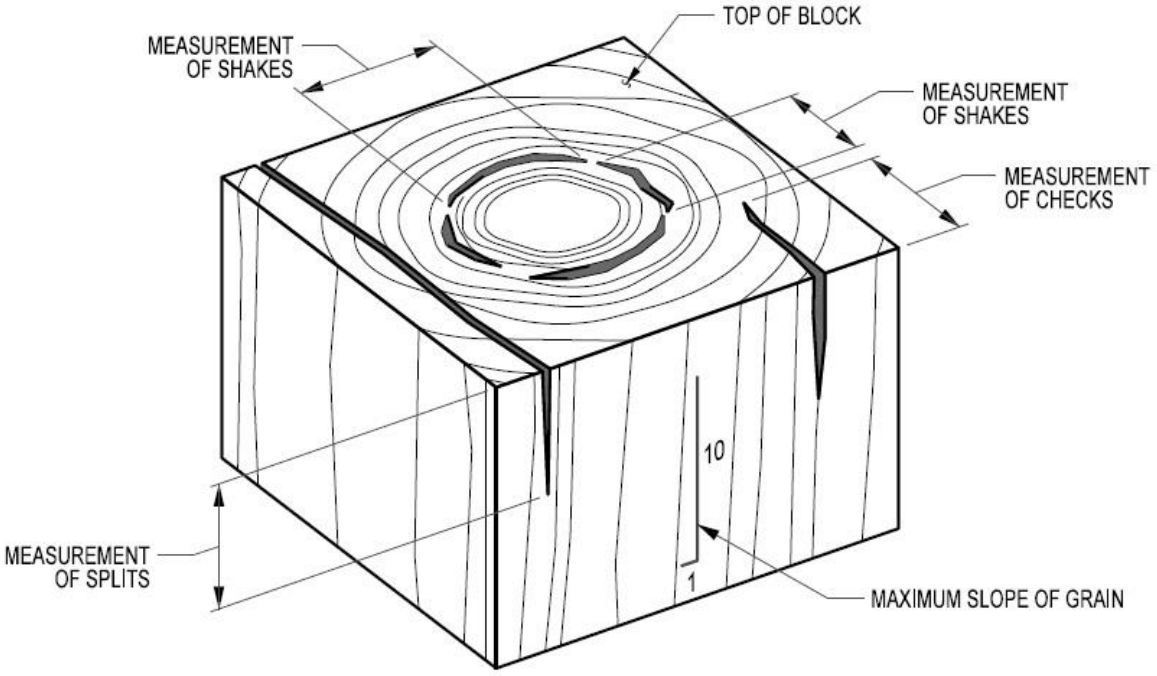
DESCRIPTION

This work shall consist of furnishing and placing Temporary Wood Supports in accordance with the contract documents and as directed by the Engineer.

MATERIALS

Definitions (see image):

- Top - The top face shall be as shown in the image.
- Check - A separation of the wood normally occurring across the rings of annual growth. A check goes around a corner and appears in two faces.
- Shake - A separation of the wood which occurs between the rings of annual growth.
- Slope of Grain - The deviation of the wood grain from a vertical line.
- Split - A split goes completely across one face and partway down the adjoining faces on opposite ends of the wood block.
- Sound Knot - A knot that is solid across its face, at least as hard as the surrounding wood, and shows no indication of decay.



ITEM 565.30130101 - TEMPORARY WOOD SUPPORT

A Temporary Wood Support shall be composed of a single block of wood of the dimension shown in the Contract Documents. The wood species shall be hickory, northern red oak, red maple, or white oak.

The Temporary Wood Support shall meet the requirements listed below at the time of installation:

- The geometry of the supplied material shall not vary from the required dimensions by more than $^1/_4$" on the sides and by $^1/_8$" in height.
- The length of an individual check in the top face or bottom face is limited to $^1/_2$ the minimum plan dimension. Any checks going down the side of the block shall not exceed half the height of the block. The length of checks exactly opposite one another in the top or bottom face shall be summed. There is no limit to the number of checks that may exist on each face.
- An individual shake shall not measure more than $^1/_2$ the minimum plan dimension. Shakes shall not extend through the entire height of the support.
- Slope of grain shall not be steeper than 10 on 1 from a vertical line.
- Any split across the top or bottom face shall not measure more than $^1/_3$ of the height.
- Sound knots which have their largest diameter and the diameter at 90 degrees sum to less than 3 inches may be ignored. Unsound knots are not acceptable.

Basis of Acceptance. This material will be accepted when, on the basis of evaluation by the Engineer, it complies with the requirements specified herein.

CONSTRUCTION DETAILS

Place Temporary Wood Supports as shown in the Contract Documents.

METHOD OF MEASUREMENT

This work will be measured as the number of Temporary Wood Supports satisfactorily furnished and placed.

BASIS OF PAYMENT

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

Item Number	Item	Pay Unit
565.30130101	Temporary Wood Support	Each

ITEM 567.51010003 - SAWING OR FORMING AND SEALING JOINTS BETWEEN BRIDGE DECKS AND APPROACH SLABS

DESCRIPTION

The work shall consist of sawing or forming and sealing each "full depth formed joint" as shown in the plans and at each location shown in the plans. The work shall include furnishing all labor and equipment necessary to prepare the recess in accordance with this specification and to furnish and install the backer rod and silicone sealant in strict accordance with the manufacturer's instructions

MATERIALS

Structural silicone sealant and backer rod shall be supplied by the same company. This sealant and company must be listed on the NYSDOT Approved List of Materials and Equipment under "Joint Materials, Structural" and then "Sealants, Silicone".

Two copies of the manufacturer's materials details, material safety data sheets and directions for use of the sealant shall be supplied to the Engineer at least 10 days prior to the intended use of this product.

CONSTRUCTION DETAILS

General: The joint recess shall be built to conform to the details shown on the plans and these specifications. The top corners of the recess shall be radius or chamfered either by grinding or forming. The top corners radius may also be formed by cutting with a tool while the concrete is plastic.

1a. Surface Preparation-Saw Cutting Option: The contractor shall use a walk-behind road saw, meeting the requirements of Standard Specification section 502-2.04 E., guided by a straight edge to saw the recess at the correct location. The contractor will use a string line and make necessary adjustments to straighten the bulkhead for the deck pour so that a straight line can be sawed that will fall on the formed joint. The saw will be equipped with a blade capable of making the plan dimensioned recess in a single pass with vertical sides and a flat bottom. The recess shall be water blasted and blown clean with oil free compressed air immediately following the saw cut operation. The recess shall be abrasive blast cleaned, blown clean and then primed in accordance with instructions.

1b. Surface Preparation-Forming Option: With the approval of the Engineer, the contractor may elect to use a plastic form strip attached to the deck pour bulkhead that will form the recess to an acceptable depth and width. The contractor will be responsible for ensuring that the recess is not damaged during stripping. If the plastic form strip is damaged, it must be replaced prior to the second concrete placement. The final dimensions of the recess must conform to plan requirements.

2. A full round backer rod section, supplied by the sealant company and of the size called for in the contract plans, will be installed prior to placement of the silicone sealant.

3. The contractor shall strictly adhere to the silicone sealant manufacturer's recommended practices.

4. If the sealed joint will terminate at a curb or permanent concrete barrier the contractor will discuss with the Engineer how to best make this transition weather tight and keep the silicone sealant recessed.

METHOD OF MEASUREMENT

Payment will be made as the number of linear feet of joint sawed or formed and sealed, measured horizontally along the centerline of the joint between the outer limits indicated on the plans. If no limits are shown on the plans then the pay limits will be from approach slab edge to approach slab edge.

BASIS OF PAYMENT

The unit bid price shall include all labor, materials and equipment necessary to complete the work.

ITEM 627.50140008 - CUTTING PAVEMENT

DESCRIPTION:

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

MATERIALS:

None specified.

CONSTRUCTION DETAILS:

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

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

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

METHOD OF MEASUREMENT:

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

BASIS OF PAYMENT:

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

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

ITEM 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

SOIL BORINGS

ATLANTIC TESTING LABORATORIES, Limited

Subsurface Investigation

Report No.: **CD10728D-01-05-24**

Client: **Barton & Loguidice**

Boring Location: **See Boring Location Plan**

Project: **Subsurface Investigation**
Curry Road Culvert Replacement
Ulysses, New York

Start Date: **4/25/2024** Finish Date: **4/26/2024**

Boring No.: **B-1** Sheet **1** of **2**

Groundwater Observations

Date	Time	Depth	Casing
4/25/2024		6.4'	8.0'
4/25/2024		8.9'	14.0'
4/26/2024		14.9'	14.0'
4/26/2024		14.3'	CAVED

Coordinates
Latitude
Longitude

Sampler Hammer
Weight: **140** lbs.
Fall: **30** in.
Hammer Type: **Automatic**

Ground Elev.:

Boring Advance By: **HW (4") Casing**

Borehole caved at 51.9 feet.

DEPTH	METHOD OF ADVANCE	SAMPLE NO.	DEPTH OF SAMPLE From	DEPTH OF SAMPLE To	SAMPLE TYPE	BLOWS ON SAMPLER PER 6" 2" O.D. SAMPLER	DEPTH OF CHANGE	CLASSIFICATION OF MATERIAL (f - fine; m - medium; c - coarse; and - 35-50%; some - 20-35%; little - 10-20%; trace - 0-10%)	Recovery (Inches)
1	CASING	1	0.0	2.0	SS	2 5 5 3	0.2	2" TOPSOIL & ORGANIC MATERIAL	6
2							2.0	Brown cmf SAND; some cf Gravel; some Silt; trace Organic Material (grass) (moist, non-plastic)	
3		2	2.0	4.0	SS	2 3 3 3		Brown cmf SAND; some cf Gravel; some Silt (wet, non-plastic)	5
4		3	4.0	6.0	SS	3 4 2 5		Brown cmf SAND; some clayey Silt; little cf Gravel (wet, slight plasticity)	4
6		4	6.0	8.0	SS	4 5 4 5		Brown cmf SAND; some clayey Silt; little cf Gravel (wet, slight plasticity)	7
8		5	8.0	10.0	SS	6 6 11 13		Brown cmf SAND; and clayey Silt; some f Gravel (wet, slight plasticity)	11
12							12.0		
14		6	14.0	16.0	SS	19 23 27 33		Brown cmf SAND; and clayey Silt; some f Gravel (wet, slight plasticity)	10
19		7	19.0	20.2	SS	39 51 50/2"		Grey cf GRAVEL; and cmf Sand; some clayey Silt (moist, slight plasticity)	9
23							23.0		
24		8	24.0	24.8	SS	41 50/3"		Grey Clayey SILT; and mf Sand (wet, slight plasticity)	4
25									

SS Split Spoon Sample
NX Rock Core
SH Undisturbed Sample (Shelby Tube)
Estimated Groundwater

Drillers: **Scott McGregor; Landon Nelson**

Inspector:

ATL-LOG1 LL CD10728 BARTON & LOGUIDICE - ULYSSES.GPJ ATL4-08.GDT 5/10/24

ATLANTIC TESTING LABORATORIES, Limited

Subsurface Investigation

Boring No.: **B-1** Report No.: **CD10728D-01-05-24** Sheet **2** of **2**

DEPTH	METHOD OF ADVANCE	SAMPLE NO.	DEPTH OF SAMPLE From	DEPTH OF SAMPLE To	SAMPLE TYPE	BLOWS ON SAMPLER PER 6" 2" O.D. SAMPLER	DEPTH OF CHANGE	CLASSIFICATION OF MATERIAL	RECOVERY (inches)
								f - fine; m - medium; c - course; and - 35-50%; some - 20-35%; little - 10-20%; trace - 0-10%	
28							28.0		
29		9	29.0	30.1	SS	31 49 50/1"		Grey cf GRAVEL; and cmf Sand; some clayey Silt (wet, slight plasticity)	6
34		10	34.0	34.7	SS	39 50/2"		Grey cf GRAVEL; and cmf Sand; some clayey Silt (wet, slight plasticity)	7
39		11	39.0	39.4	SS	50/5"		Grey cf GRAVEL; and cmf Sand; some clayey Silt (wet, slight plasticity)	4
43							43.0		
44		12	44.0	46.0	SS	50/0"		NO RECOVERY	0
48							48.0		
49		13	49.0	50.1	SS	42 49 50/1"		Grey cf GRAVEL; and mf Sand; some clayey Silt (wet, slight plasticity)	4
53							53.0		
54		14	54.0	54.3	SS	50/3"	54.3	Grey Clayey SILT; some cf Gravel (wet, slight plasticity)	2
								Boring terminated at 54.3 feet.	
								Notes: 1. Borehole backfilled with on-site soils.	

ATL-LOG1 LL CD10728 BARTON & LOGUIDICE - ULYSSES.GPJ ATL4-08.GDT 5/10/24

ATLANTIC TESTING LABORATORIES, Limited

Subsurface Investigation

Report No.: **CD10728D-01-05-24**

Client: **Barton & Loguidice**

Boring Location: **See Boring Location Plan**

Project: **Subsurface Investigation**
Curry Road Culvert Replacement
Ulysses, New York

Start Date: **4/25/2024** Finish Date: **4/25/2024**

Boring No.: **B-2** Sheet **1** of **2**

Groundwater Observations

Date	Time	Depth	Casing
4/25/2024		6.1'	8.0'
4/25/2024		9.6'	14.0'
4/25/2024		15.6'	14.0'
4/25/2024		14.0'	CAVED

Coordinates
Latitude
Longitude

Sampler Hammer
Weight: **140** lbs.
Fall: **30** in.
Hammer Type: **Automatic**

Ground Elev.:

Boring Advance By: **HW (4") Casing**

Borehole caved at 45.3 feet.

DEPTH	METHOD OF ADVANCE	SAMPLE NO.	DEPTH OF SAMPLE From	DEPTH OF SAMPLE To	SAMPLE TYPE	BLOWS ON SAMPLER PER 6" 2" O.D. SAMPLER	DEPTH OF CHANGE	CLASSIFICATION OF MATERIAL (f - fine; m - medium; c - coarse; and - 35-50%; some - 20-35%; little - 10-20%; trace - 0-10%)	Recovery (Inches)
0	CASING	1	0.0	2.0	SS	1 4 3 4	0.3	3" TOPSOIL & ORGANIC MATERIAL	14
1								Brown cmf SAND; and Silt; little cf Gravel (wet, non-plastic)	
2		2	2.0	4.0	SS	4 4 5 6		Brown cmf SAND; and Silt; trace cf Gravel (wet, non-plastic)	10
3									
4		3	4.0	6.0	SS	3 5 3 2		Brown cf GRAVEL; trace Silt (wet, non-plastic)	2
5							6.0		
6		4	6.0	8.0	SS	4 8 7 7		Brown cmf SAND; and Silt; trace cf Gravel (wet, non-plastic)	8
7									
8		5	8.0	10.0	SS	6 8 8 10		Brown cmf SAND; and clayey Silt; trace f Gravel (moist, slight plasticity)	6
9									
10									
11									
12							12.0		
13									
14		6	14.0	15.7	SS	12 22 31 50/2"		Brown cmf SAND; and clayey Silt; some cf Gravel (wet, slight plasticity)	9
15							15.7		
16								Encountered BOULDER from 16.0 to 18.0 feet.	
17									
18							18.0		
19		7	19.0	20.0	SS	50/0"		NO RECOVERY	0
20			20.0	25.0	NX	RUN 1	20.0	Encountered possible BOULDERS and COBBLES at 20.0 feet. Advanced 3 7/8" tri-cone roller bit and began coring from 20.0 to 25.0 feet.	45
21									
22									
23									
24									
25							25.0		

SS Split Spoon Sample
NX Rock Core
SH Undisturbed Sample (Shelby Tube)
Estimated Groundwater

Drillers: **Scott McGregor; Landon Nelson**

Inspector:

ATL-LOG1 LL CD10728 BARTON & LOGUIDICE - ULYSSES.GPJ ATL4-08.GDT 5/10/24

ATLANTIC TESTING LABORATORIES, Limited

Subsurface Investigation

Boring No.: **B-2** Report No.: **CD10728D-01-05-24** Sheet **2** of **2**

DEPTH	METHOD OF ADVANCE	SAMPLE NO.	DEPTH OF SAMPLE From	DEPTH OF SAMPLE To	SAMPLE TYPE	BLOWS ON SAMPLER PER 6" 2" O.D. SAMPLER	DEPTH OF CHANGE	CLASSIFICATION OF MATERIAL	RECOVERY (inches)
								f - fine; m - medium; c - course; and - 35-50%; some - 20-35%; little - 10-20%; trace - 0-10%	
		8	25.0	25.8	SS	44 50/4"		Grey cmf SAND; and clayey Silt; trace f Gravel (wet, slight plasticity)	5
		9	29.0	30.2	SS	24 47 50/2"		Grey cmf SAND; and clayey Silt; trace f Gravel (wet, slight plasticity)	8
		10	34.0	34.3	SS	50/4"		Grey cmf SAND; and Silt; trace f Gravel (moist, non-plastic)	2
							38.0		
		11	39.0	40.0	SS	50/0"	40.0	NO RECOVERY	0
			40.0	45.0	NX	RUN 2	45.0	Encountered possible BOULDERS and COBBLES at 40.0 feet. Advanced 3 7/8" tri-cone roller bit and began coring from 40.0 to 45.0 feet.	39
		12	45.0	45.6	SS	48 50/1"		Grey cmf SAND; some cf GRAVEL; some Silt (wet, non-plastic)	6
		13	49.0	49.7	SS	51 50/2"		Grey cmf SAND; some cf Gravel; some Silt (moist, non-plastic)	4
		14	54.0	54.3	SS	50/4"	54.3	Grey cmf SAND; some Silt; little cf Gravel (wet, non-plastic)	2
								Boring terminated at 54.3 feet.	
								Notes: 1. Borehole backfilled with on-site soils.	

ATL-LOG1 LL CD10728 BARTON & LOGUIDICE - ULYSSES.GPJ ATL4-08.GDT 5/10/24