# NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, that the Undersigned, on behalf of the Town of Moriah, will accept sealed bids at the Town Hall until 1:00 P.M. on March 29, 2018 for a Sidewalk Replacement Project.

The bids shall be opened publicly and read aloud on March 29, 2018 at 1:00 P.M. at the Moriah Town Hall, 38 Park Place, Port Henry, New York 12974.

Please contact the Town Supervisor at (518) 546-8631 for additional information concerning the bidding. Specifications and standard proposals for the proposed work may be obtained at the above address, or on the County's website at: <a href="https://www.co.essex.ny.us">www.co.essex.ny.us</a>.

All bids submitted in response to this notice shall be marked "SEALED BID – SIDEWALK REPLACEMENT" clearly on the outside of the envelope.

Dated: March 2, 2018

Thomas Scozzafava, Supervisor Town of Moriah 38 Park Place Port Henry NY 12974

### INSTRUCTIONS TO BIDDERS

A pre-bid conference shall be held on Thursday, March 15, 2018 at 9:00 AM at Moriah Town Hall, 38 Park Place, Port Henry, NY 12974. **All contractors who plan to submit a bid are urged to attend**.

Each proposal must be accompanied by either a Certified Check payable to the Town Treasurer in the amount of five percent (5%) of amount of the bid or a Bid Bond, in a form acceptable to the Town Attorney.

A labor and material Payment Bond and a Performance Bond in the form contained in the Contract documents will be required of the successful Bidder.

Attention of the bidders is particularly called to the requirements as to the conditions of employment to be observed and minimum wage rates under the Contract.

This project is sponsored by the Multi-Modal Program through the New York State Department of Transportation.

Minority and Women-Owned Business Enterprises (M/WBE) businesses are strongly encouraged to participate in accordance to the New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contractors. There is a goal of 15% WBE and 15% MBE.

This project is an Equal Employment Opportunity under New York Transportation Law Section 427.

All bids shall be submitted on the bid sheets included in the package, and no other forms shall be accepted.

The Town reserves the right to reject any and all bids not considered to be in the best interest of the Town, and to waive any technical or formal defect in the bids which is considered by the Town to be merely irregular, immaterial, or unsubstantial.

In addition to bid sheets, the bidder shall submit executed non-collusion bid certificates signed by the bidder or one of its officers as required by the General Municipal Law Sec. 103d. The bidder shall also submit an executed certificate of compliance with the Iran Divestment Act signed by the bidder or one of its officers as required by the General Municipal Law Sec. 103g.

A Contract awarded pursuant to this notice shall be subject to the provisions of Sections 103-1, 103-b, 103-d and 103-g of the General Municipal Law.

The Town affirmatively states that in regard to any contract entered into pursuant to these instructions, without regard to race, color, sex, religion, age, national origin, disability, sexual preference or Vietnam Era veteran status, disadvantaged and minority or women-owned business enterprises will be afforded equal opportunity to submit bids in response hereto.

The contract shall be completed 90 days after award, and within 45 days of starting demolition.

Addenda will be posted on the Essex County Website, interested vendors are urged to check before submitting their bid.

Each bidder will need to complete, sign, have notarized and return the following documents with their Bid:

- 1) Vendor Responsibility Questionnaire
- 2) Certification of Compliance With Iran Divestment Act
- 3) Non-Collusive Bidding Certification

# **INDEX**

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# PROJECT SCHEDULE

CONTRACT DESCRIPTION: Town	n of Morian Sidewalk Replacement Project
NOTICE TO BIDDERS:	March 2, 2018
PRE-BID MEETING AT TOWN HALL:	March 15, 2018 at 9:00 am
BID OPENING DATE:	
	-
ESTIMATED START DATE:	·
SUBSTANTIAL COMPLETION: 90 da	ays after award, and within 45 days of demolition

# **SPECIFICATIONS**

# Town of Moriah Sidewalk Replacement Project

# Scope of Work:

The Town of Moriah will be replacing approximately 3,400 square feet of sidewalks on the easterly side of 9N and 22 in the former Village of Port Henry.

The Contractor is to provide all labor, equipment, materials, and supervision needed to demolish and replace approximately 3,400 sq. ft of sidewalks in the Town of Moriah.

The Contractor will properly dispose of materials generated by your services, leaving the job sites environmentally clean.

The Contractor shall be responsible for securing and renewing any and all permits, licenses and approvals.

The Contractor shall adhere to all federal and state laws, rules and regulations in the performance of services to be rendered herein, NYS Public Employee Safety and Health (PESH), OSHA, good industry safety practice, and any special safety requirements of the Town of Moriah.

The Contractor covenants and agrees to comply in all respects with all Federal, State, County and Town laws which pertain hereto regarding services for municipal corporations including, but not limited to: Worker's Compensation and Employer's Liability Insurance, hours of employment, wages and human rights.

# **Specifications:**

The Contractor shall mobilize in order to remove, dispose, and replace approximately 3,400 sq. ft of sidewalk.

The Contractor shall provide maintenance and protection of traffic for shoulder closure, sign package, sidewalk closure and pedestrian detour.

The Contractor shall provide protection for:

- existing buildings prior to demolition
- approximately 320 ft. of existing curb
- approximately 9 existing trees

The Contractor shall coordinate the mail box placement with the USPS and coordinate with the utility for the demolition of 2 utility poles.

The Contractor shall provide all labor, equipment, materials, and supervision needed to:

- demolish 10 tree planter boxes
- install erosion and sediment control measures at catch basins
- install approximately 145 LF 3/4" PVC SCH 40 conduit

- install 3 pull boxes
- install 3 light pole bases
- install 3 light fixtures Sternberg LightingL-12 XRLED/12L35T3MDL14/P20SF12/AB/ABT/BKT
- grade for sidewalk
- install #4x8" long rebar embedment's at supported expansion joints
- install asphalt impregnated fiber board at isolation joints
- form, pour and finish sidewalks
- protect fresh concrete from cold weather
- seal fresh concrete- NYSDOT approved cure and seal
- SIKA 1CSL over asphalt impregnated fiber board at isolation joints
- open sidewalk

Title

# Demobilize

Sheet #

The Contractor shall provide all labor, materials and equipment necessary to complete the project as more specifically detailed in the project plans titled:

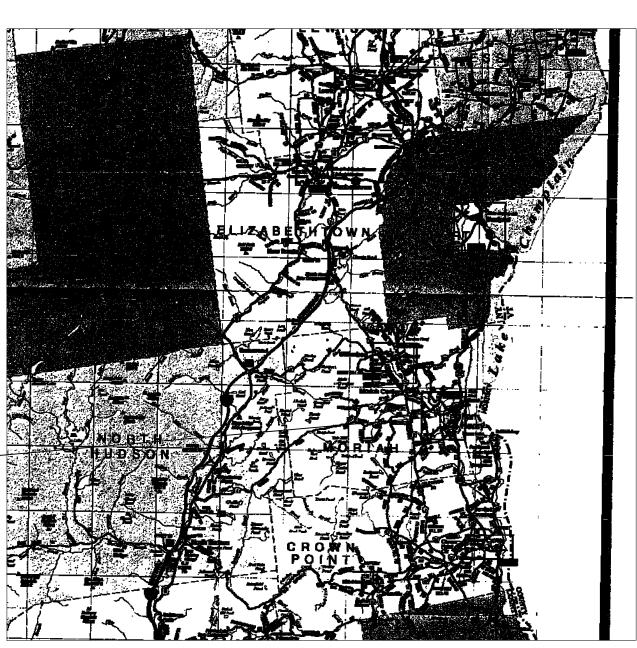
-	Essex County DPW Cover Sheet
Sheet 1	Demolition Plan
Sheet 2	Demolition Plan
Sheet 1	Sidewalk Replacement Plan
Sheet 2	Sidewalk Replacement Plan
Sheet 1	Electrical Plan 1
Sheet 2	Electrical Plan 2
Sheet 1	Details
Sheet 2	Details
Sheet 1	Notes
Sheet 2	Notes
	MPT Plan
NYS DOT	Drainage Structure Inlet Protection (1 of 2)
NYS DOT	Drainage Structure Inlet Protection (2 of 2)
NYS DOT	Drainage Structure Details (1 of 4)
NYS DOT	Drainage Structure Details (2 of 4)
NYS DOT	Drainage Structure Details (3 of 4)
NYS DOT	Drainage Structure Details (4 of 4)
NYS DOT	Sidewalk and Curb Ramp Details (1 of 9)
NYS DOT	Sidewalk and Curb Ramp Details (2 of 9)
NYS DOT	Sidewalk and Curb Ramp Details (3 of 9)
NYS DOT	Sidewalk and Curb Ramp Details (4 of 9)
NYS DOT	Sidewalk and Curb Ramp Details (5 of 9)
NYS DOT	Sidewalk and Curb Ramp Details (6 of 9)
NYS DOT	Sidewalk and Curb Ramp Details (7 of 9)
NYS DOT	Sidewalk and Curb Ramp Details (8 of 9)
NYS DOT	Sidewalk and Curb Ramp Details (9 of 9)
NYS DOT	Concrete Curb, Curb and Gutter, and Hot Mix Asphalt Curb
NYS DOT	Work Zone Traffic Control General Notes

NYS DOT	Work Zone Traffic Control Legends and Notes
NYS DOT	Sign Table (1 of 2)
NYS DOT	Sign Table (2 of 2)
NYS DOT	Shoulder Closure 2-Lane 2-Way Roadway
NYS DOT	Sidewalk Detour or Diversion
NYS DOT	Crosswalk Closure and Pedestrian Detour
NYS DOT	Cast Frames and Curb Boxes and Welded Frames
NYS DOT	Lamppost Foundations
NYS DOT	Light Standard Details
NYS DOT	Pullbox, Conduit and Ground Rod Installation Details

The Contractor will provide a Alternate Deduct amount if the Town removes all existing sidewalk.

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ECDPW COVER SHEET- SHEET INDEX
ECDPW DEMOLITION PLAN (2 SHEETS)
ECDPW SIDEWALK PANEL LAYOUT (2 SHEETS)
ECDPW ELECTRICAL PLANS (2 SHEETS)
DETAILS (2 SHEETS)
NOTES (2 SHEETS)
MAINTENANCE AND PROTECTION OF TRAFFIC PLAN
NYSDOT STANDARD SHEET 619-10 WORK ZONE TRAFFIC CONTROL GENERAL NOTES
NYSDOT STANDARD SHEET 619-11 WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES
NYSDOT STANDARD SHEET 619-12 SIGN TABLE (2 SHEETS)
NYSDOT STANDARD SHEET 619-20 SHOULDER CLOSURE 2-LANE 2-WAY ROADWAY
NYSDOT STANDARD SHEET 619-21 SHOULDER CLOSURE 2-LANE 2-WAY ROADWAY MULTIPLE WORK LOCATIONS
NYSDOT STANDARD SHEET 619-50 SIDEWALK DETOUR OR DIVERSION
NYSDOT STANDARD SHEET 619-51 SIDEWALK CLOSURE AND PEDESTRIAN DETOUR
NYSDOT STANDARD SHEET 619-60 FLAGGING OPERATION 2-LANE 2-WAY ROADWAY
NYSDOT STANDARD SHEET 619-61 FLAGGING OPERATION 2-LANE 2-WAY ROADWAY INTERSECTION
NYSDOT STANDARD SHEET 209-03 DRAINAGE STRUCTURE INLET PROTECTION (2 SHEETS)
NYSDOT STANDARD SHEET 608-01 SIDEWALK AND CURBRAMP DETAILS (9 SHEETS)
NYSDOT STANDARD SHEET 609-03 CONCRETE CURB, CURB AND GUTTER, AND HOT MIX ASPHALT CURB)
NYSDOT STANDARD SHEET 670-01 LAMPPOST FOUNDATIONS
NYSDOT STANDARD SHEET 670-02 LIGHT STANDARD DETAILS
NYSDOT STANDARD SHEET 680-04 PULLBOX, CONDUIT AND GROUND ROD INSTALLATION DETAILS
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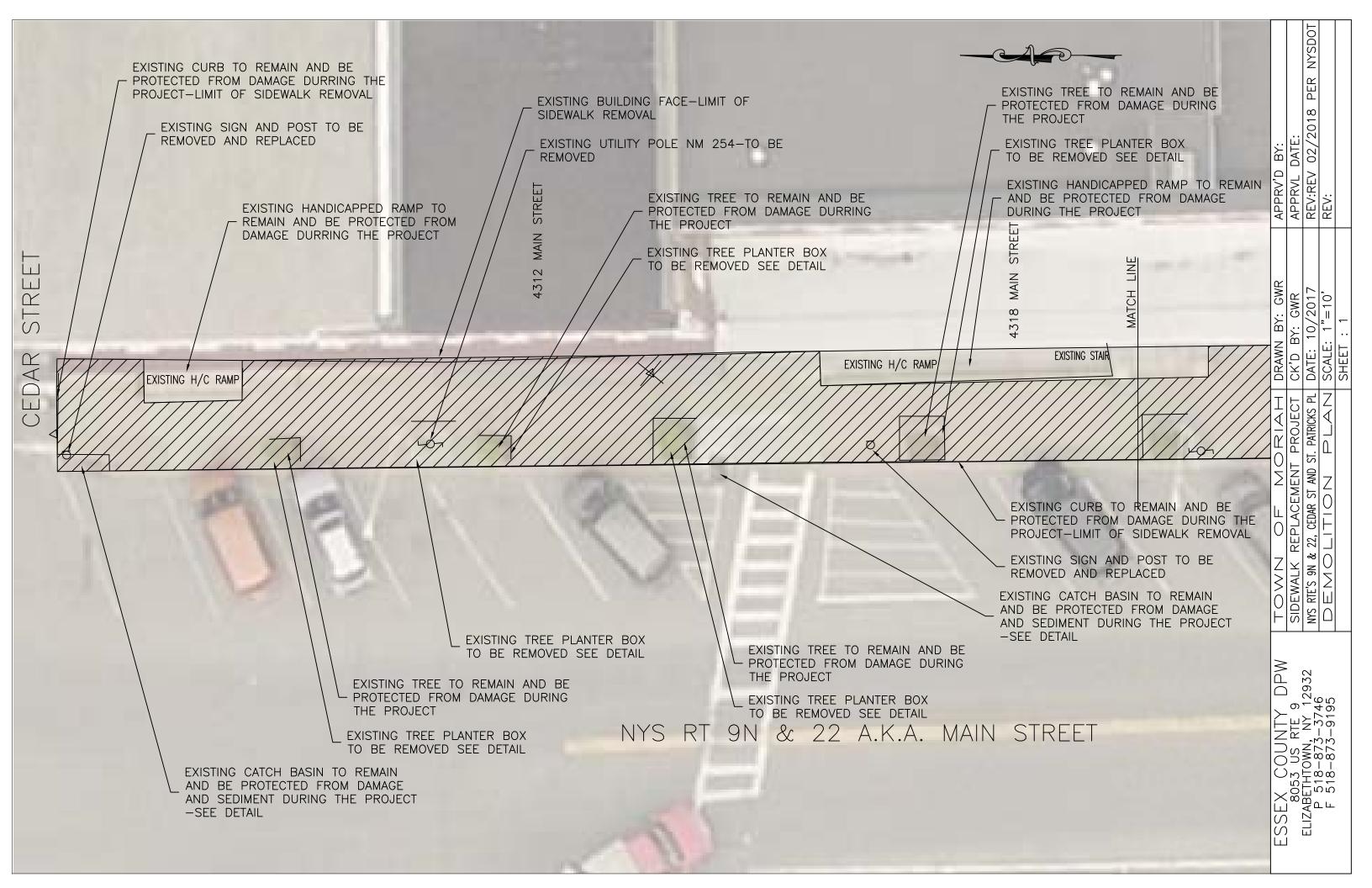
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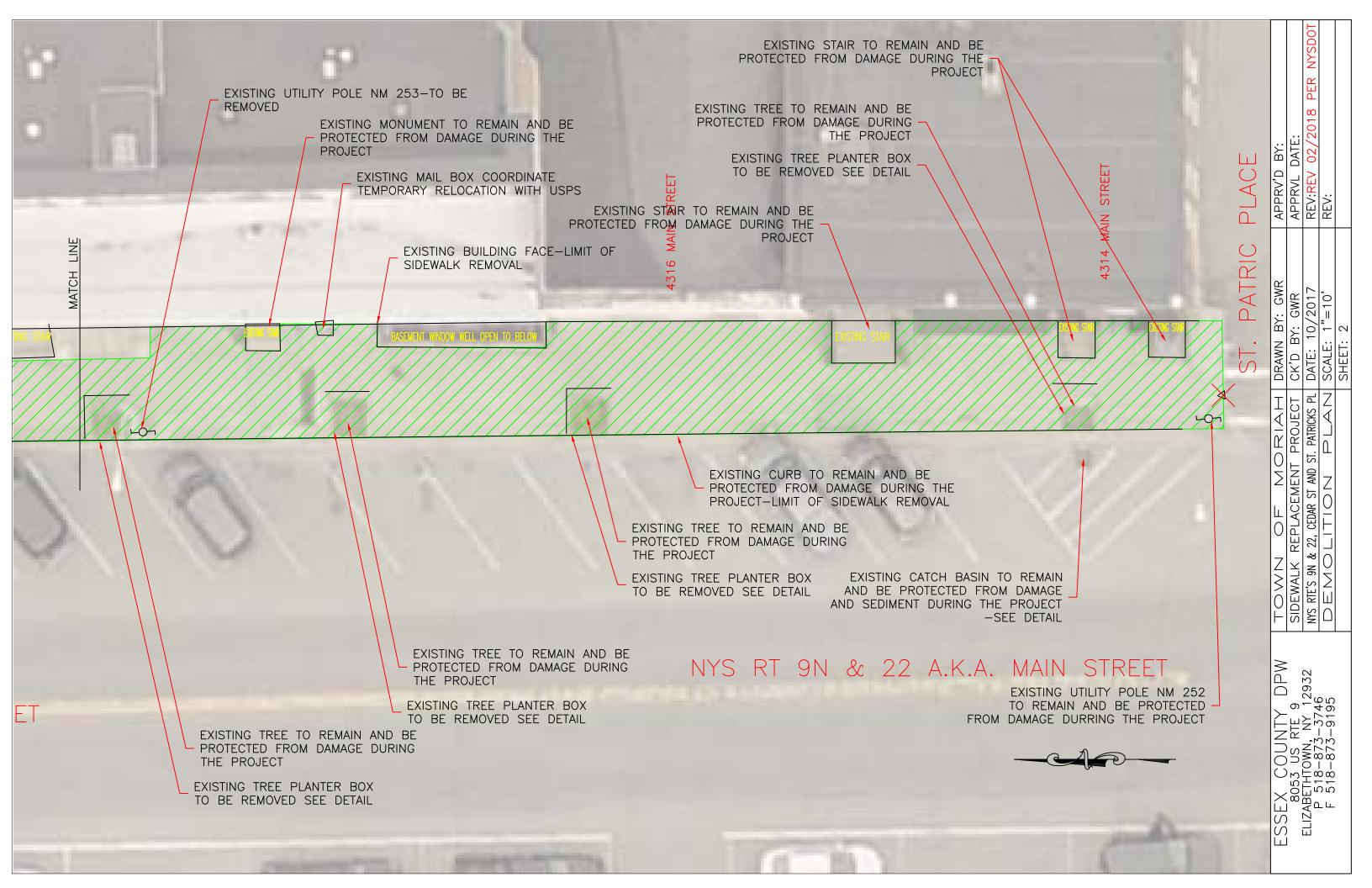


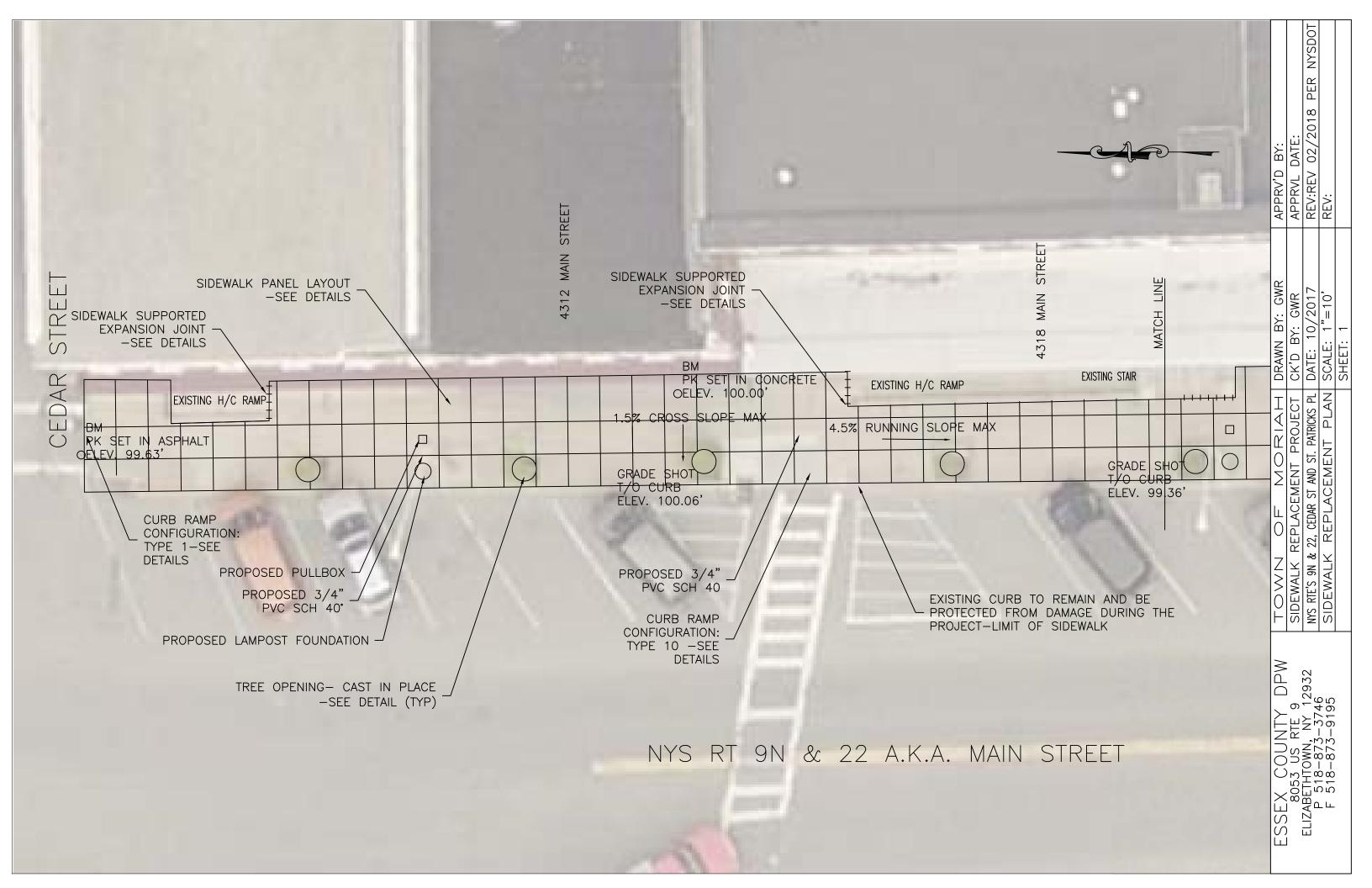
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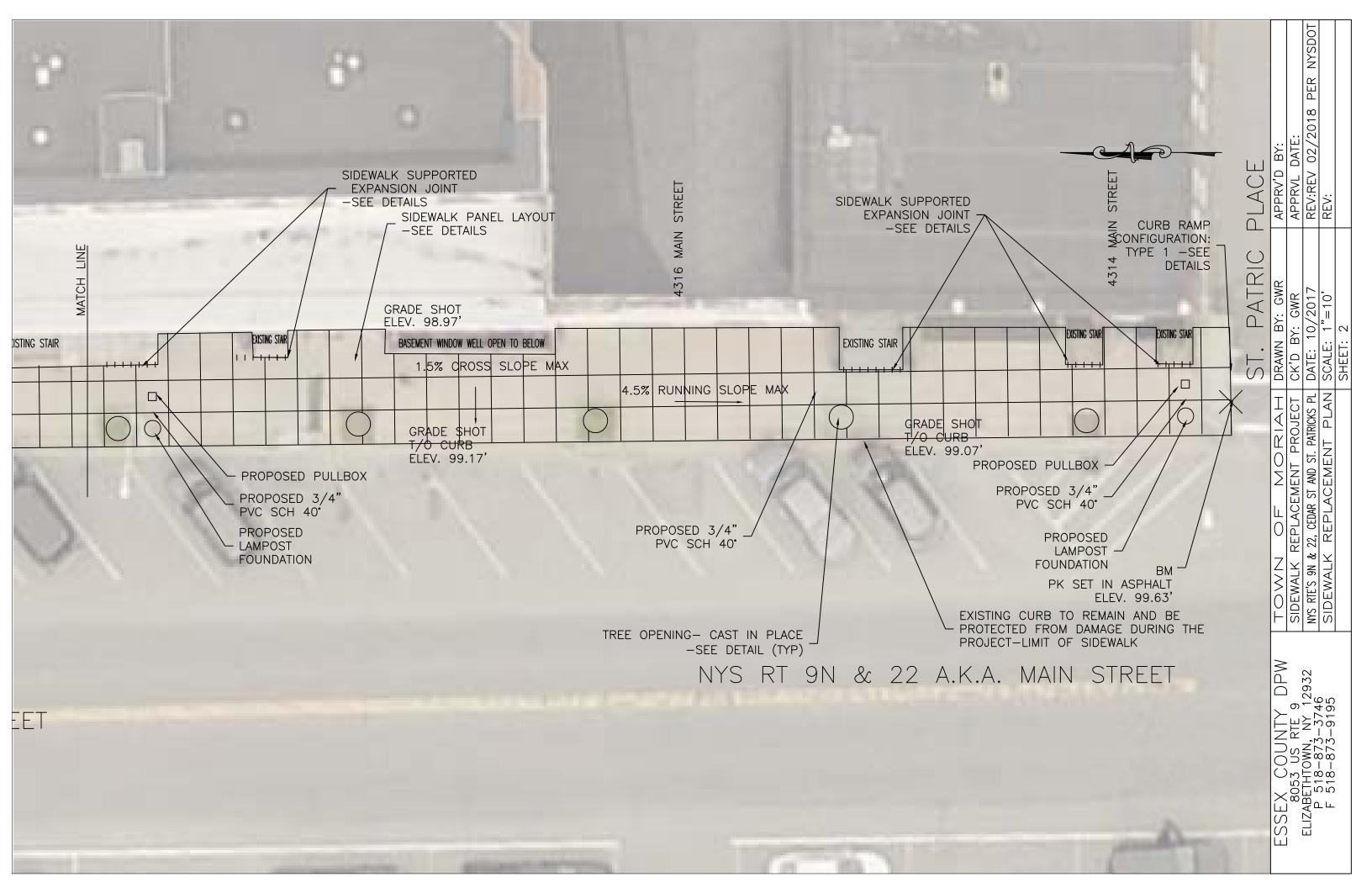
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	SHEET:	

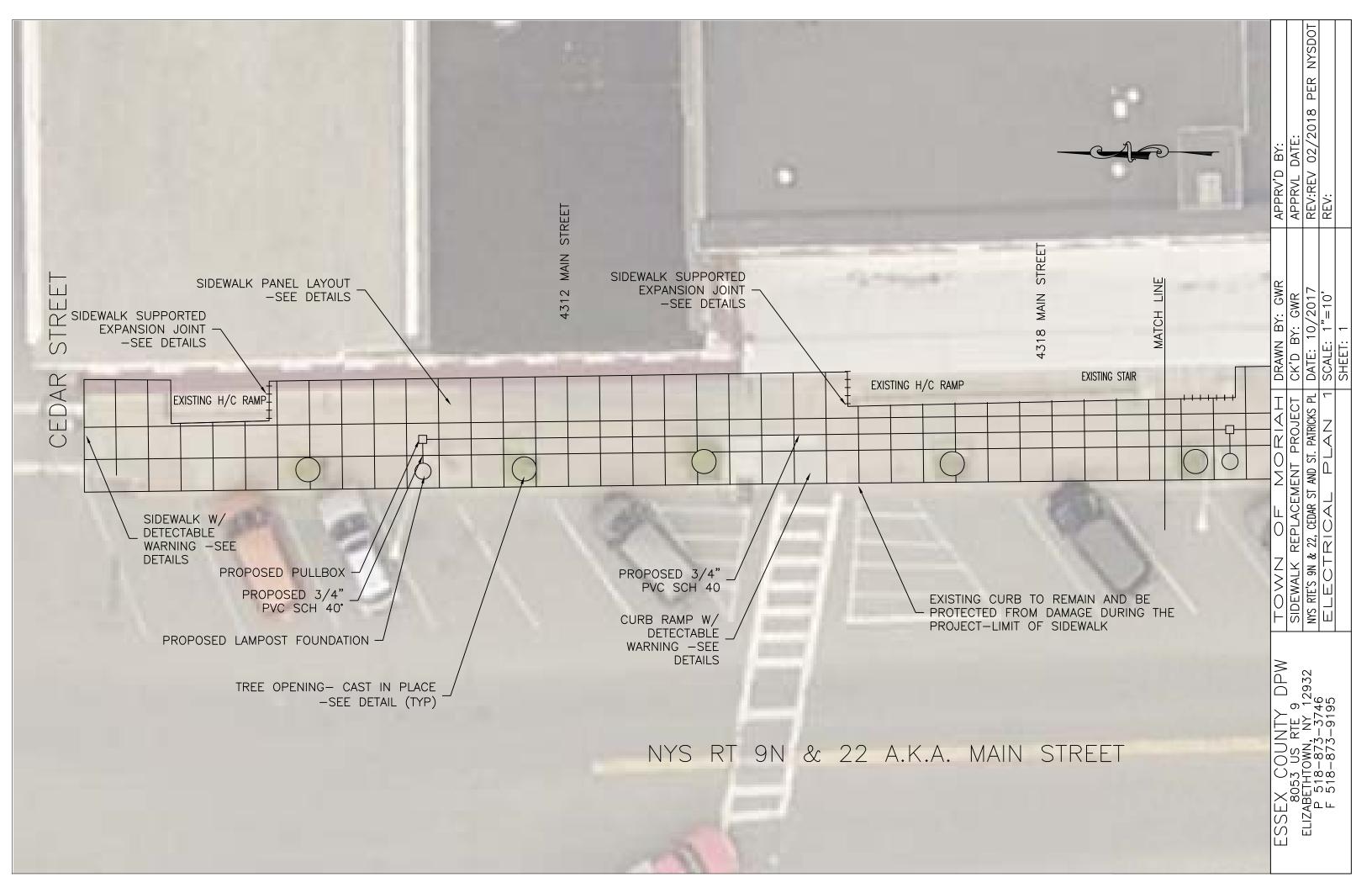
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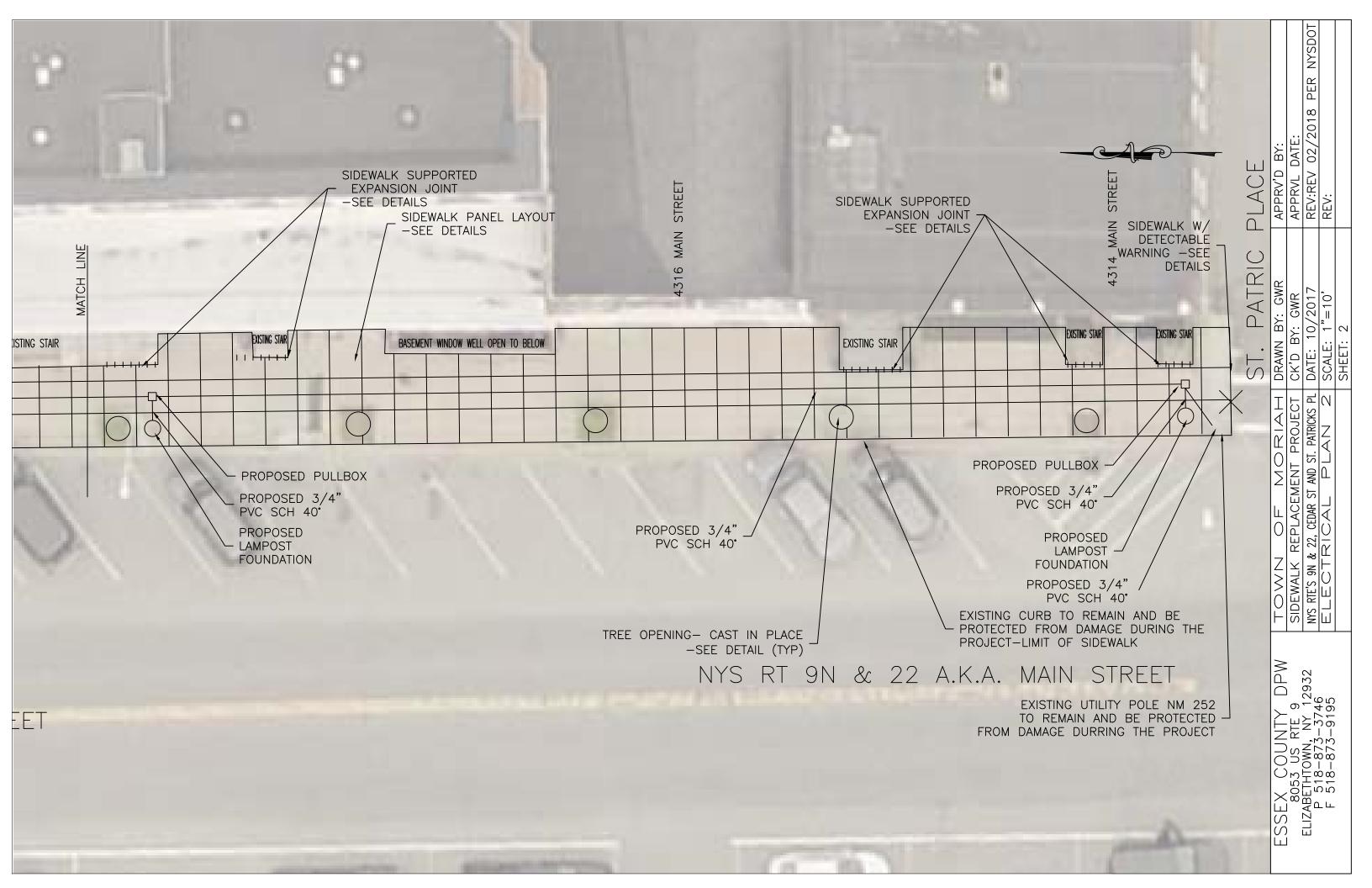


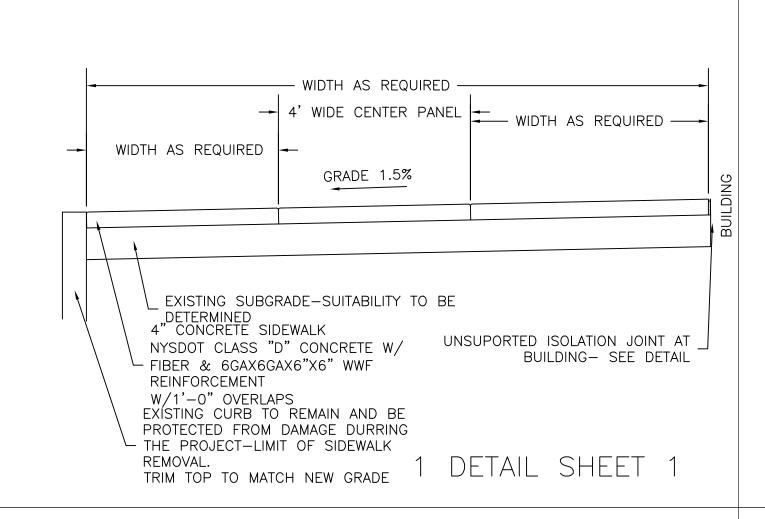


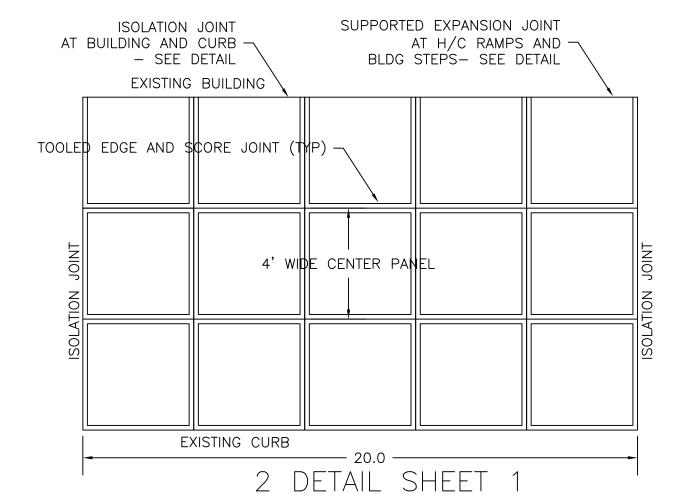












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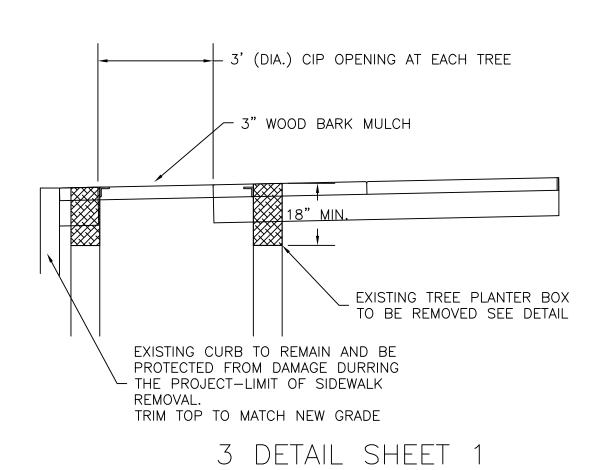
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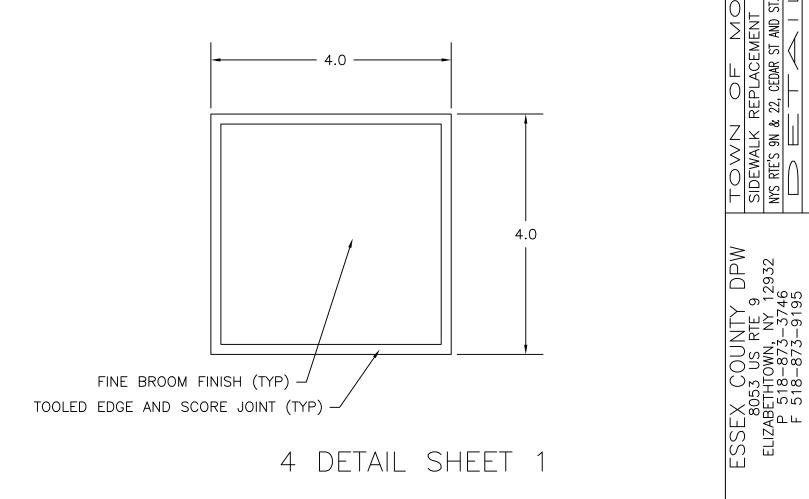
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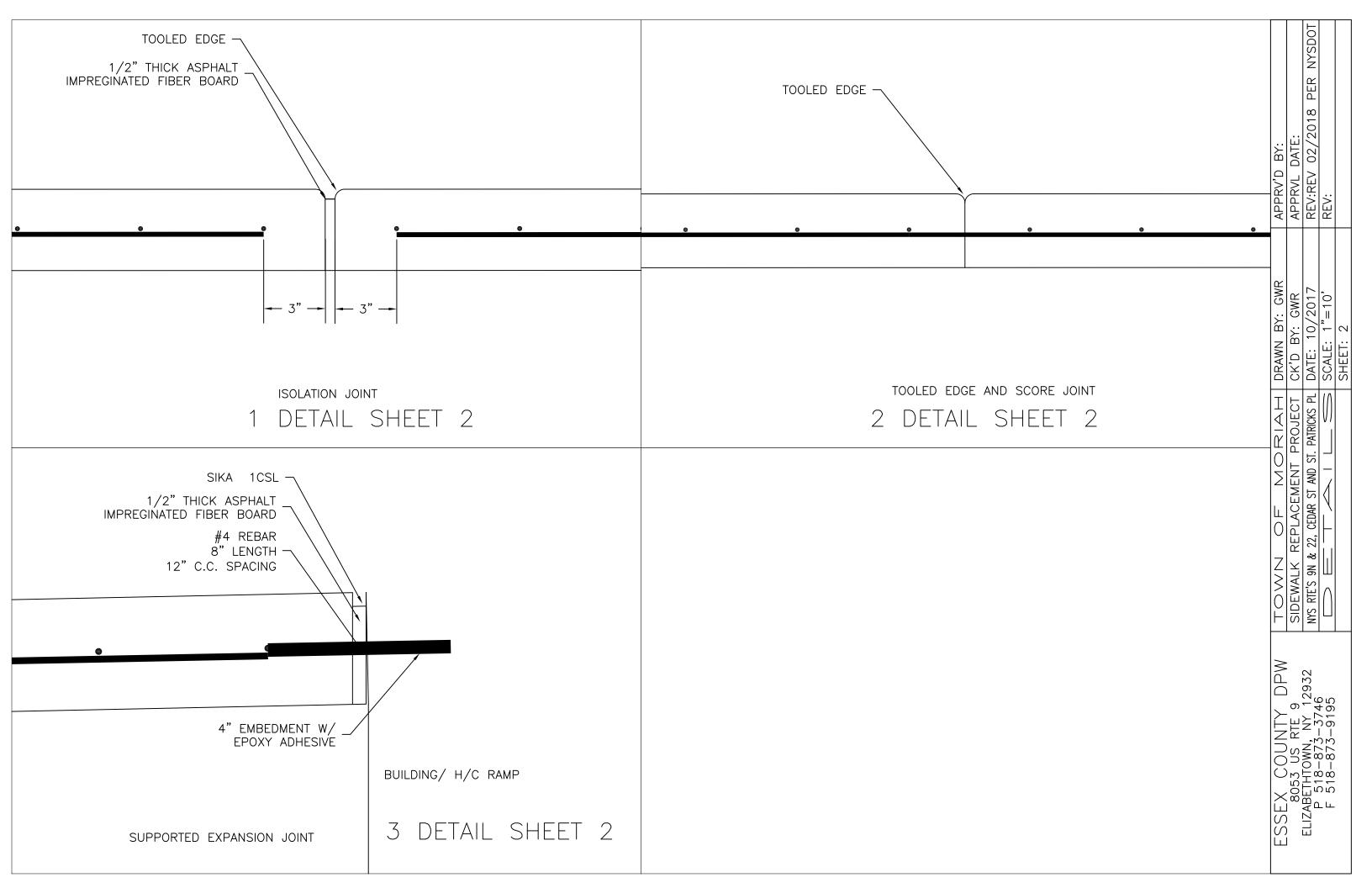
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## GENERAL NOTES

- MATERIAL SPECIFICATIONS: NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) STANDARD SPECIFICATIONS, CONSTRUCTION AND MATERIALS, 2008 DATED TO THE 2017 LETTING.
- MAP PREPARED FROM LIMITED TOPO AND AERIAL SURVEY 09/2017.
- 3. WATER WHICH HAS BEEN USED FOR WASH PURPOSES OR OTHER SIMILAR OPERATIONS WHICH CAUSE THIS WATER TO BECOME POLLUTED WITH SAND, SILT, CEMENT, OIL, OR OTHER IMPURITIES, SHALL NOT BE RETURNED DIRECTLY TO THE STREAM. IF WATER IS USED FROM THE STREAM, AN INTAKE OR TEMPORARY DAM SHALL BE CONSTRUCTED TO PROTECT AND MAINTAIN WATER RIGHTS AND TO PROTECT FISH LIFE DOWNSTREAM.
- 4. DUE TO THE NATURE OF DEMOLITION/CONSTRUCTION PROJECTS, THE EXACT EXTENT OF DEMOLITION WORK CANNOT ALWAYS BE ACCURATELY DETERMINED PRIOR TO THE COMMENCEMENT OF WORK. THE CONSTRUCTION DOCUMENTS HAVE BEEN PREPARED BASED ON FIELD INSPECTIONS AND OTHER AVAILABLE INFORMATION. ACTUAL FIELD CONDITIONS MAY REQUIRE MODIFICATIONS TO THE CONSTRUCTION DETAILS AND WORK QUANTITIES.
- 5. THE OWNER HAS OBTAINED PERMITS FOR THIS PROJECT FROM APPROPRIATE REGULATORY AGENCIES. PERMIT CONDITIONS SHALL BE CONSIDERED A PART OF THIS WORK AND SHALL BE STRICTLY ADHERED TO. COPIES OF PERMITS ARE AVAILABLE FROM THE ESSEX COUNTY DEPARTMENT OF PUBLIC WORKS IN LEWIS. NY.
- 6. UNDERGROUND PIPELINE AND UTILITY LOCATIONS, IF INDICATED, ARE BASED ON VISUAL EVIDENCE ABOVE EXISTING GRADE AND ARE APPROXIMATE ONLY. THE LOCATIONS OF ALL UTILITIES SHALL BE DETERMINED PRIOR TO COMMENCING CONSTRUCTINO AND PROTECTED OR REROUTED AS REQUIRED TO PREVENT DAMAGE OR INTERRUPTION OF UTILITY SERVICE.
- 7. SUBMITTALS: THE CONTRACTOR SHALL SUBMIT MIN. (5) COPIES OF SHOP DRAWINGS AND SUBMITTALS FOR THE FOLLOWING ITEMS FOR REVIEW BY ESSEX COUNTY AND THE ENGINEER. IN LIEU OF (5) HARD COPIES, (1) COPY OF SHOP DRAWINGS AND SUBMITTALS MAY BE TRANSMITTED ELECTRONICALLY. NO FABRICATION OF THESE ITEMS SHALL BE PERMITTED UNTIL THE SUBMITTALS HAVE BEEN REVIEWED AND ACCEPTED.
- A. NONE REQUIRED
- 8. THE WORK SHALL CONFORM TO THE REQUIREMENTS OF NYSDOT SPEC SECTION 107-05 -"SAFETY AND HEALTH REQUIREMENTS" AT ALL TIMES.

# EROSION CONTROL NOTES

- 1. ALL SILT FENCES SHALL BE IN PLACE AT LOCATIONS INDICATED IN ACCORDANCE WITH THE DETAILS BEFORE COMMENCEMENT OF ANY DISTURBANCE OF EXISTING GROUND SURFACE.
- 2. ALL EXPOSED CUT AND FILL EARTHWORK SURFACES SHALL BE COVERED WITH MIN. 3" OF TOPSOIL AND TURFED IN ACCORDANCE WITH NYSDOT SPEC. SECTION 713, UNLESS NOTED TO BE COVERED BY PAVEMENT OR STRUCTURES.
- 3. ALL AREAS UNWORKED FOR MORE THAN 14 DAYS MUST BE SEEDED WITH ANNUAL RYE GRASS STONE BLOCKS 704-09 AND PROTECTED WITH STRAW MULCH.
- 4. AFTER EVERY STORM EVENT IN EXCESS OF 1/2" RAINFALL, INSPECT ALL SILT FENCES. REMOVE CAULKING COMPOUND FOR STRUCTURES 705-06 ACCUMULATED MATERIAL, FILL ERODED AREAS AND RESET SILT FENCES.
- 5. ENCLOSE ALL STOCKPILES WITH SILT FENCE.
- 6. EROSION CONTROL MEASURES SHALL CONFORM TO THE REQUIREMENTS OF NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL.
- 7. THE CONTRACTOR SHALL PROVIDE A DUMPSTER ON-SITE FOR DISPOSAL OF DEBRIS, GARBAGE MEMBRANE CURING COMPOUND 711-05
- 8. SILT FENCES SHALL REMAIN IN PLACE UNTIL A STABLE GROWTH OF TURF IS PRESENT AT ALL ADMIXTURES 711-08 DISTURBED AREAS.
- 9. THE CONTRACTOR SHALL PROVIDE AN APPROVED SECONDARY CONTAINMENT SYSTEM FOR ALL FUEL AND PETROLEUM PRODUCTS TEMPORARILY STORED ON THE SITE.

# DEMOLITION AND REMOVAL NOTES

- 1. THE CONTRACTOR SHALL VISIT THE SITE AND VERIFY ALL DEMOLITION QUANTITIES AND CONDITIONS WHICH MAY AFFECT THE WORK AND SHALL INCLUDE IN HIS BID ALL COSTS ASSOCIATED WITH THE REQUIRED DEMOLITION OF THE EXISTING STRUCTURES.
- 2. DURING DEMOLITION AND REMOVAL OPERATIONS, DO NOT DROP WASTE CONCRETE, TIMBER, STEEL, DEBRIS OR OTHER MATERIAL INTO ADJACENT AREAS. PLATFORMS, NETS, SCREENS OR OTHER PROTECTIVE DEVICES SHALL BE USED TO CATCH DEMOLITION DEBRIS. IF, IN THE OPINION OF THE ENGINEER, ADEQUATE PROTECTION DEVICES ARE NOT BEING EMPLOYED, THE WORK SHALL BE SUSPENDED UNTIL ADEQUATE PROTECTION IS PROVIDED. ANY DEBRIS FOUND OUTSIDE THE IMEDIATE WORK AREA SHALL BE PROMPTLY REMOVED.
- 3. THE CONTRACTOR SHALL EXERCISE DUE CARE SUCH THAT ANY MATERIALS THAT ARE TO REMAIN IN PLACE OR THAT WILL REMAIN THE PROPERTY OF THE TOWN OF MORIAH WILL NOT BE DAMAGED. ANY SUCH ITEMS DAMAGED DURING THE COURSE OF WORK SHALL BE REPLACED. OR REPAIRED TO THE SATISFACTION OF THE TOWN OF MORIAH AT THE EXPENSE OF THE
- 4. UNLESS SPECIFICALLY NOTED OTHERWISE, ALL ITEMS TO BE REMOVED IN THE CONTRACT SHALL BE DISPOSED OF OFF-SITE IN A LEGAL MANNER. : GWR | GWR | 3/2017 | VTS
- 5. ALL ITEMS INDICATED TO BE SALVAGED SHALL BE DELIVERED TO THE TOWN OF MORIAH YARD JOYCE RD. MINEVILLE, NY AND OFF-LOADED BY THE CONTRACTOR.

# CONCRETE NOTES

SECTION 608 - SIDEWALKS, DRIVEWAYS, BICYCLE PATHS, AND VEGETATION CONTROL STRIPS

(LAST REVISION JANUARY, 2017)

608-1 DESCRIPTION. THIS WORK SHALL CONSIST OF THE CONSTRUCTION OF PORTLAND CEMENT CONCRETE OR HOT

MIX ASPHALT SIDEWALKS AND DRIVEWAYS; HOT MIX ASPHALT BICYCLE PATHS AND VEGETATION CONTROL STRIPS; PRECAST

CONCRETE PAVING, BRICK PAVING, GROUTED STONE BLOCK PAVING, AND DETECTABLE WARNINGS ON PEDESTRIAN FACILITIES

IN ACCORDANCE THE CONTRACT DOCUMENTS AND AS DIRECTED BY THE ENGINEER. 608-2 MATERIALS. PROVIDE MATERIALS MEETING THE REQUIREMENTS SPECIFIED IN THE FOLLOWING SUBSECTIONS

OF SECTION 700 - MATERIALS AND MANUFACTURING:

PORTLAND CEMENT 701-01 BITUMINOUS MATERIALS 702-00

FINE AGGREGATES 703-01 COARSE AGGREGATES 703-02

MORTAR SAND 703-03

CUSHION SAND 703-06 CONCRETE SAND 703-07

MINERAL FILLER 703-08

BRICK SIDEWALK AND DRIVEWAY PAVERS 704-08

PRECAST CONCRETE DRIVEWAY AND SIDEWALK PAVERS 704-13

PREMOULDED RESILIENT JOINT FILLER 705-07

MASONRY MORTAR 705-21

WIRE FABRIC FOR CONCRETE REINFORCEMENT 709-02

FIBERS FOR CONCRETE REINFORCEMENT 711-01

FORM INSULATING MATERIALS FOR WINTER CONCRETE 711-07

WATER 712-01

SURFACE-APPLIED DETECTABLE WARNING UNITS 726-01 EMBEDDED DETECTABLE WARNING UNITS 726-02

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## CONCRETE NOTES

608-2.01 PORTLAND CEMENT CONCRETE SIDEWALKS AND DRIVEWAYS.

A. CONVENTIONALLY FORMED SIDEWALKS AND DRIVEWAYS. PROVIDE CONCRETE MEETING THE REQUIREMENTS FOR CLASS D IN ACCORDANCE WITH SECTION 501 PORTLAND CEMENT CONCRETE-GENERAL. PROVIDE CONCRETE THAT CONTAINS AN ASTM TYPE A WATER-REDUCING ADMIXTURE MEETING THE REQUIREMENTS OF §711- 08 ADMIXTURES AND PROVIDES A MINIMUM OF 10% REDUCTION OF THE DESIGN WATER CONTENT FROM THE TARGET MIX DESIGN FOR CLASS D.

D. REINFORCEMENT. PROVIDE WELDED WIRE FABRIC REINFORCEMENT MADE OF W2.9 OR W3 WIRE AT 6 INCH CENTERS TRANSVERSELY AND LONGITUDINALLY MEETING THE REQUIREMENTS OF \$709-02 WIRE FABRIC FOR CONCRETE REINFORCEMENT.

608-2.06 SURFACE-APPLIED DETECTABLE WARNING UNITS. PROVIDE SURFACE-APPLIED DETECTABLE WARNING UNITS MEETING THE REQUIREMENTS OF §726-01 SURFACE-APPLIED DETECTABLE WARNING UNITS OF THE COLOR SPECIFIED IN THE CONTRACT DOCUMENTS. PROVIDE SETTING BED MATERIAL AND/OR SURFACE PREPARATION MATERIALS IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

608-2.07 EMBEDDED DETECTABLE WARNING UNITS. PROVIDE EMBEDDED DETECTABLE WARNING UNITS MEETING THE REQUIREMENTS OF §726-02 EMBEDDED DETECTABLE WARNING UNITS OF THE COLOR SPECIFIED IN THE CONTRACT DOCUMENTS. PROVIDE SETTING BED MATERIAL AND/OR SURFACE PREPARATION MATERIALS IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

608-3 CONSTRUCTION DETAILS. CONSTRUCT ALL PEDESTRIAN FACILITIES IN ACCORDANCE WITH THE REQUIREMENTS OF THE PROPOSED ACCESSIBILITY GUIDELINES FOR PEDESTRIAN FACILITIES IN THE PUBLIC RIGHT OF WAY (PROWAG). NOT ALL FACILITIES CAN BE DESIGNED TO MEET THE CURRENT PROWAG DESIGN STANDARDS. FEATURES THAT DO NOT MEET PROWAG REQUIREMENTS MUST BE APPROVED BY THE DEPARTMENT AND NOTED AS NON STANDARD FEATURES IN THE CONTRACT DOCUMENTS. CHAPTER 2 OF THE NYSDOT HIGHWAY DESIGN MANUAL PROVIDES DIRECTION. FOR FACILITIES THAT CANNOT MEET THE CURRENT PROWAG DESIGN STANDARDS, CONSTRUCT FACILITIES TO MEET THE STANDARDS TO THE GREATEST EXTENT PRACTICABLE. INSTALL ALL WORK IN ACCORDANCE WITH THE STANDARD SHEETS AND THE LINES AND GRADES SHOWN IN THE CONTRACT DOCUMENTS. DIMENSIONS SHOWN ON THE STANDARD SHEETS ARE THE MINIMUM VALUES IN ORDER TO BE COMPLIANT WITH THE PROWAG REQUIREMENTS AND FOR ACCEPTANCE OF THE WORK. SLOPES SHOWN ON THE STANDARD SHEETS ARE MAXIMUM VALUES FOR DESIGN AND LAYOUT. ENSURE CONSTRUCTED FACILITIES DO NOT HAVE CONSTRUCTION TOLERANCES THAT RESULT IN WORK THAT DOES NOT MEET THE PROWAG REQUIREMENTS.

608-3.01 PORTLAND CEMENT CONCRETE SIDEWALKS AND DRIVEWAYS. INSTALL CONCRETE SIDEWALKS AND DRIVEWAYS IN ACCORDANCE WITH SECTION 501 PORTLAND CEMENT CONCRETE-GENERAL AND THE CONTRACT DOCUMENTS. START CONCRETE PLACEMENT OPERATIONS WHEN THE AMBIENT AIR TEMPERATURE IS 40°F OR HIGHER, WHEN MEASURED IN THE SHADE, WITHIN AN ACCURACY OF ± 2°F. DISCONTINUE PLACEMENT IF THE AMBIENT AIR TEMPERATURE FALLS BELOW 40°F. ENSURE THE SURFACE TEMPERATURE OF THE BASE MATERIAL IS 40°F OR HIGHER AND THAT THE SURFACE DOES NOT HAVE ANY SNOW, ICE, FROST, OR STANDING WATER ON IT. DO NOT PLACE CONCRETE IN THE RAIN. USE INSULATING MATERIALS OR HEATING EQUIPMENT IF NECESSARY TO PREPARE BASE MATERIAL BEFORE PLACEMENT BEGINS. FORM SIDEWALKS AND DRIVEWAYS CONVENTIONALLY OR BY MACHINE. INSTALL A PREMOULDED RESILIENT JOINT FILLER AT ALL JOINTS BETWEEN SIDEWALK AND CURB, PAVEMENT, BUILDINGS, OR OTHER VERTICAL SURFACES, AND AT ALL TRANSVERSE CONSTRUCTION JOINTS. FILL ANY TRANSVERSE GAPS FROM 1/2 INCH TO 1 INCH IN WIDTH WITH CAULKING COMPOUND FOR STRUCTURES. ENSURE WORKERS INSTALLING PEDESTRIAN FACILITIES ARE FAMILIAR WITH THE REQUIREMENTS FOR THOSE FACILITIES UNDER THE AMERICANS WITH DISABILITIES ACT. PROVIDE AN AMERICAN CONCRETE INSTITUTE (ACI) CERTIFIED CONCRETE FLATWORK TECHNICIAN TO PERFORM ALL FINISHING. WHEN THE CONTRACT INCLUDES 10 CUBIC YARDS OR MORE OF SIDEWALK AND DRIVEWAY CONCRETE, PROVIDE AN ACI CERTIFIED CONCRETE FLATWORK FINISHER TO DIRECTLY SUPERVISE ALL FINISHING. PROVIDE PROOF OF ACI FLATWORK CERTIFICATION TO THE ENGINEER PRIOR TO CONCRETE PLACEMENT.

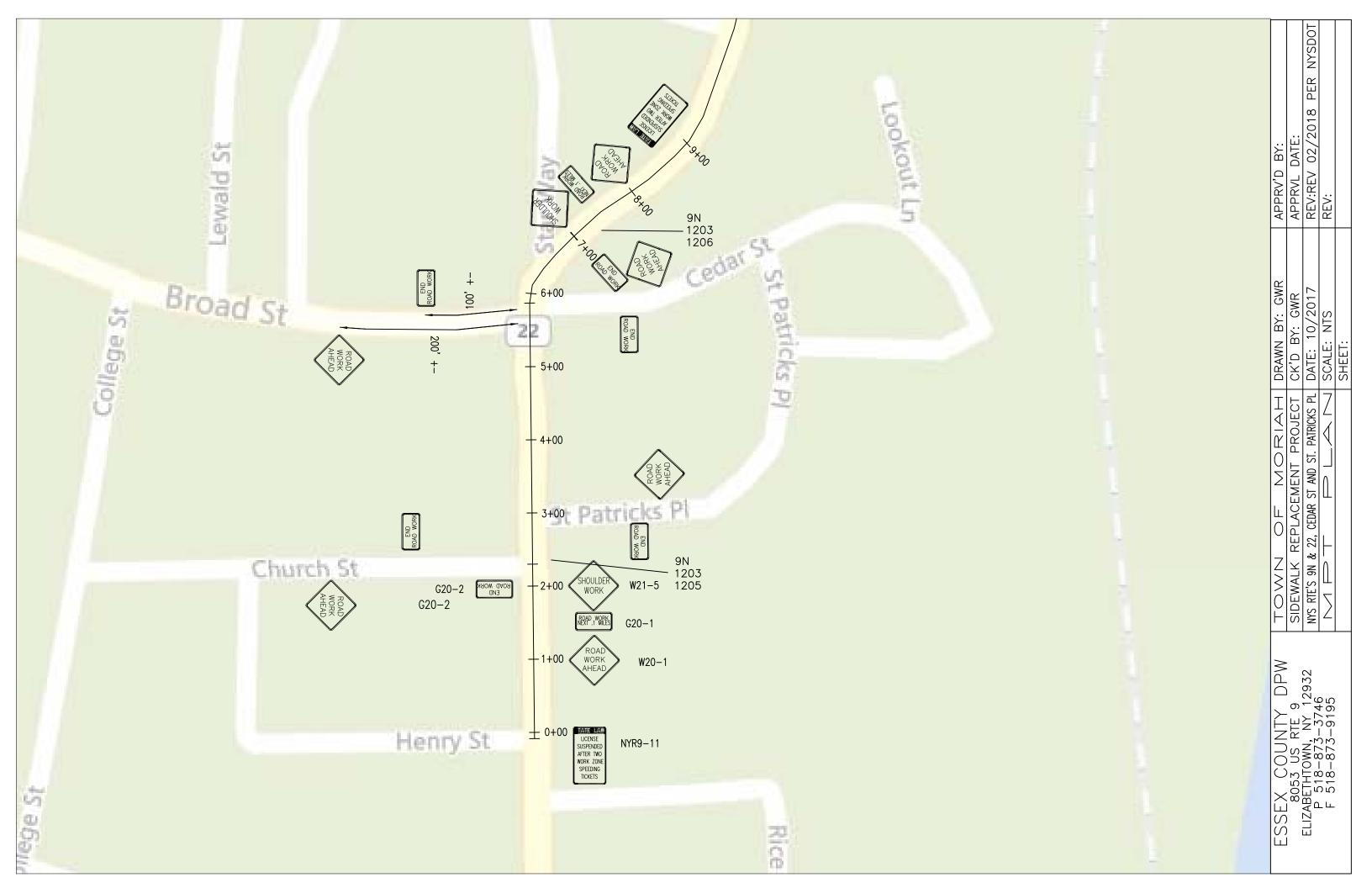
A. CONVENTIONALLY FORMED SIDEWALKS AND DRIVEWAYS. USE CONCRETE FORMS FREE FROM WARP AND THAT EXTEND TO THE FULL DEPTH OF THE SIDEWALK OR DRIVEWAY. ENSURE FORMS ARE SECURED SO NO DISPLACEMENT WILL OCCUR DURING THE PLACEMENT OF CONCRETE. USE WELDED WIRE FABRIC OR FIBER REINFORCEMENT. AT COMMERCIAL DRIVEWAYS, USE WELDED WIRE FABRIC FOR BOTH THE SIDEWALK AND THE DRIVEWAY, ADDITIONAL FIBER REINFORCEMENT WILL BE ALLOWED AT THE CONTRACTOR'S OPTION. WHEN USING WIRE FABRIC FOR CONCRETE REINFORCEMENT, EMBED IT AT MID-DEPTH IN THE SLAB. PLACE THE CONCRETE IN ONE COURSE TO THE FULL DEPTH SHOWN IN THE CONTRACT DOCUMENTS. IMMEDIATELY AFTER PLACEMENT OF THE CONCRETE, THOROUGHLY COMPACT THE CONCRETE WITH INTERNAL MECHANICAL VIBRATING EQUIPMENT. USE INTERNAL MECHANICAL VIBRATORS THAT ARE ADEQUATELY POWERED, CAPABLE OF TRANSMITTING VIBRATION TO THE CONCRETE IN FREQUENCIES OF NOT LESS THAN 5,000 VIBRATIONS PER MINUTE WHILE INSERTED IN CONCRETE AND PRODUCE A VIBRATION OF SUFFICIENT INTENSITY TO CONSOLIDATE THE CONCRETE INTO PLACE WITHOUT SEPARATION OF THE INGREDIENTS. INSERT THE VIBRATING ELEMENT VERTICALLY INTO THE CONCRETE MASS AT A DEPTH SUFFICIENT TO VIBRATE THE ENTIRE DEPTH, AND THEN WITHDRAW IT COMPLETELY FROM THE CONCRETE BEFORE ADVANCING TO THE NEXT POINT OF APPLICATION. VIBRATE AT EVENLY SPACED INTERVALS NOT FARTHER APART THAN THE RADIUS OVER WHICH THE VIBRATION IS VISIBLY EFFECTIVE AND AT A DISTANCE CLOSE ENOUGH TO THE FORMS TO EFFECTIVELY VIBRATE THE SURFACE CONCRETE. VIBRATE FOR A SUFFICIENT TIME DURATION TO ACCOMPLISH THOROUGH CONSOLIDATION AND PRODUCE DENSE, SMOOTH SURFACES FREE FROM AGGREGATE POCKETS, HONEYCOMBING, AND AIR BUBBLES. WORK THE CONCRETE INTO ALL ANGLES AND CORNERS OF THE FORMS, HOWEVER, AVOID OVER-VIBRATION. CONTINUE VIBRATION IN ONE PLACE UNTIL THE CONCRETE HAS BECOME UNIFORMLY PLASTIC, BUT NOT TO THE EXTENT THAT POOLS OF LAITANCE ARE FORMED SUPPLEMENT VIBRATION BY WORKING OR SPADING BY HAND IN THE CORNERS AND ANGLES OF FORMS AND ALONG FORM SURFACES WHILE THE CONCRETE IS PLASTIC. DO NOT USE VIBRATORS TO PUSH OR DISTRIBUTE THE CONCRETE LATERALLY. USE ONLY HAND SCREEDING AND FINISHING, DO NOT USE MECHANICAL SCREEDING OR FINISHING EQUIPMENT.

D. FINISHING. USE ONLY MAGNESIUM FLOATS AND FINISHING TOOLS, DO NOT USE ALUMINUM OR STEEL. FINISH THE CONCRETE TO PRODUCE A SMOOTH SURFACE AND THEN BROOM THE SURFACE TO A UNIFORM SLIP-RESISTANT TEXTURE. TOOL THE EDGES AND SCORED JOINTS OF ALL SIDEWALK SLABS WITH AN EDGING TOOL HAVING A 1/4 INCH RADIUS. SCORE AND TOOL THE CONCRETE SURFACE AT INTERVALS OF 5 FEET. A MINIMUM 1/8 INCH TO A MAXIMUM 1/4 INCH IN WIDTH, AND TO A MINIMUM DEPTH OF ONE-THIRD THE TOTAL THICKNESS. E. CURING. IMMEDIATELY AFTER FINISHING, AND NOT MORE THAN 30 MINUTES AFTER CONCRETE PLACEMENT, APPLY A CLEAR MEMBRANE CURING COMPOUND THAT INCLUDES A FUGITIVE DYE AT A RATE OF 1 GALLON PER 150 SQUARE FEET. DO NOT APPLY CURING COMPOUND IN THE RAIN. IF RAIN DAMAGES THE CURING COMPOUND BEFORE IT SETS, REAPPLY CURING COMPOUND PROMPTLY AFTER THE CONCRETE SURFACE DRIES. SUBMIT REQUESTS FOR ALTERNATE MEANS TO DETERMINE CONCRETE MATURITY BY COORDINATING CYLINDER COMPRESSIVE STRENGTHS TO CONCRETE CURING TEMPERATURE A MINIMUM OF 60 DAYS PRIOR TO PLACEMENT FOR APPROVAL BY THE DIRECTOR, MATERIALS BUREAU, IF THE AMBIENT AIR TEMPERATURE IS EXPECTED TO FALL BELOW 40°F ANYTIME DURING THE CURING PERIOD, PROVIDE A SUPPLY OF FORM INSULATING MATERIALS CAPABLE OF MAINTAINING A SURFACE TEMPERATURE OF 55°F AT THE WORK SITE SUFFICIENT TO COVER ALL CONCRETE PLACED. CURE ALL DRIVEWAYS AND SIDEWALKS AT DRIVEWAYS FOR A MINIMUM OF 3 DAYS PRIOR TO OPENING TO VEHICLE TRAFFIC PLACE FORM INSULATING MATERIALS AS NECESSARY TO PREVENT THE NEWLY PLACED CONCRETE FROM BEING EXPOSED TO AMBIENT AIR TEMPERATURES AT THE CONCRETE SURFACE BELOW 36°F DURING THE CURING PERIOD. SECURE AND OVERLAP THE FORM INSULATING MATERIALS TIGHT TO THE CONCRETE SURFACE EXTENDING A MINIMUM OF 12 INCHES BEYOND THE EDGE OF THE CONCRETE TO PREVENT AIR INTRUSION BENEATH THE INSULATION. MAINTAIN FORM INSULATING MATERIALS IN PLACE FOR THE CURING PERIOD. IF THE AMBIENT AIR TEMPERATURE FALLS BELOW 40°F ANYTIME DURING THE CURING PERIOD. CURE CONVENTIONALLY FORMED SIDEWALKS AND DRIVEWAYS AND MACHINE FORMED SIDEWALKS FOR A MINIMUM OF 6 DAYS. IF THE CONCRETE TEMPERATURE FALLS BELOW 32°F OR THE CONCRETE IS DAMAGED BY COLD WEATHER, REMOVE AND REPLACE IT AT NO ADDITIONAL COST TO THE TOWN.

$\mathbb{D}\mathbb{D}\mathbb{M}$	TOWN OF MORIAH DRAWN BY: GWR		APPRV'D BY:
၂	SIDEWALK REPLACEMENT PROJECT   CK'D BY: GWR	CK'D BY: GWR	APPRVL DATE:
12932 16	NYS RTE'S 9N & 22, CEDAR ST AND ST. PATRICKS PL DATE: 10/2017	DATE: 10/2017	REV:REV 02/2018 PER NYSD
35 35	SCALE: NTS	SCALE: NTS	REV:
		SUEET: 7	

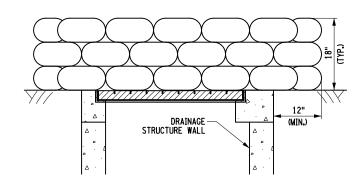
SSEX COUNTY DPV 8053 US RTE 9 ELIZABETHTOWN, NY 12932 P 518-873-3746 F 518-873-9195

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PLAN

DRAINAGE STRUCTURE INLET PROTECTION - TEMPORARY (GRAVEL BAG)

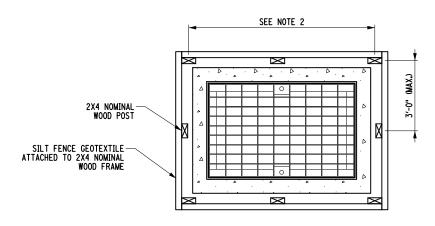


CROSS SECTION

DRAINAGE STRUCTURE INLET PROTECTION - TEMPORARY (GRAVEL BAG)

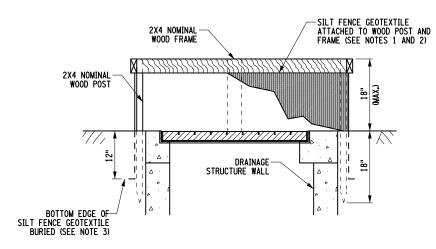
APPLICATION NOTES:

- A. THE PRIMARY PURPOSE OF DRAINAGE STRUCTURE INLET PROTECTION IS TO PREVENT SEDIMENT FROM ENTERING A DRAINAGE SYSTEM BY TRAPPING WATER, THEREBY ALLOWING SEDIMENT TO FALL OUT OF SUSPENSION.
- B. GRAVEL BAGS ARE FILLED WITH CLEAN STONE, RATHER THAN SAND, TO PREVENT SEDIMENT FROM ENTERING A DRAINAGE SYSTEM IF BAGS ARE DAMAGED DURING USE.
- C. THE TOP OF THE INLET PROTECTION SHALL BE SET TO ALLOW OVERFLOW INTO THE INLET AND NOT BYPASS TO UNPROTECTED RESOURCES.
- D. DRAINAGE STRUCTURE INLET PROTECTION TEMPORARY (SILT FENCE) SHALL NOT BE USED ALONG THE ACTIVE TRAVEL LANE OR SHOULDER.
- E. DRAINAGE STRUCTURE INLET PROTECTION SHALL NOT BE USED WITHOUT UPSLOPE EROSION CONTROL.
- F. MAXIMUM DRAINAGE AREA TO THE PRACTICE SHALL NOT EXCEED ONE ACRE.



PLAN

DRAINAGE STRUCTURE INLET PROTECTION - TEMPORARY (SILT FENCE)

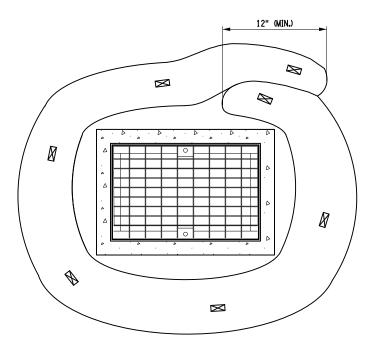


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DRAINAGE STRUCTURE INLET PROTECTION - TEMPORARY (SILT FENCE)

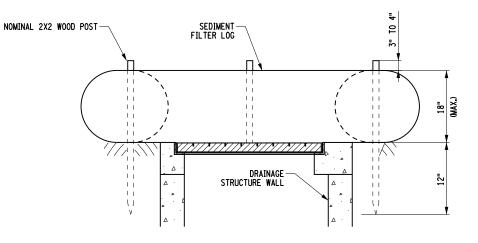
#### GENERAL NOTES:

- APPROVED SILT FENCE GEOTEXTILES §737-01, ARE LISTED ON THE DEPARTMENT'S APPROVED LIST. SILT FENCE GEOTEXTILE SHALL BE A SINGLE CONTINUOUS PIECE TO ELIMINATE JOINTS. OVERLAP GEOTEXTILE ENDS TO THE NEXT POST.
- 2. SPACE POSTS EVENLY AROUND INLET WITH A MAXIMUM SPACING OF 3'. WIRE MESH MAY BE REQUIRED BEHIND GEOTEXTILE TO PROVIDE SUPPORT. POSTS SHALL BE DRIVEN CLOSE TO THE INLET TO MINIMIZE EXPOSED SOIL BETWEEN THE INLET AND THE PRACTICE. DRIVE POSTS A MINIMUM OF 18" INTO GROUND (SILT FENCE) OR A MINIMUM OF 12" (SEDIMENT FILTER LOG).
- 3. SILT FENCE GEOTEXTILE SHALL BE EMBEDDED 12" AND BACKFILLED. GEOTEXTILE SHALL BE SECURELY FASTENED TO POSTS AND FRAME.
- 4. GRAYEL BAGS SHALL BE INDIVIDUALLY TIED, DOUBLE BAGGED AND INVERSELY INSERTED.
  GRAYEL BAGS SHALL LAP THE JOINTS BETWEEN THE BAGS IN THE LAYER BELOW. GRAYEL
  BAGS SHALL BE PLACED AS CLOSE AS POSSIBLE TO THE GRATE TO MINIMIZE EXPOSED SOIL
  BETWEEN THE INLET AND THE PRACTICE.
- 5. SEDIMENT FILTER LOGS SHALL BE SECURED TO THE SOIL SURFACE WITH WOODEN POSTS SPACED A MAXIMUM OF 2' APART. WHEN USED ON A PAVED SURFACE, THE LOG ENDS SHALL BE FASTENED WITH PLASTIC TIES OR IN ACCORDANCE WITH MANUFACTURER'S PROMMENDATIONS.
- 6. MEASURES SHALL BE INSPECTED AFTER EVERY RUNOFF EVENT AND REPAIRED AS NECESSARY. SEDIMENT SHALL BE REMOVED WHEN IT REACHES ONE-HALF THE MEASURE HEIGHT (STORAGE CAPACITY). SEDIMENT SHALL BE DISPOSED OF AS UNSUITABLE MATERIALS.



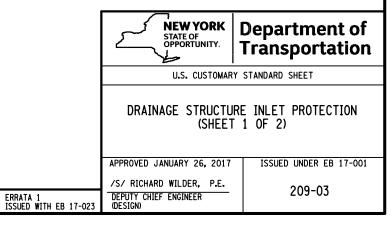
PLAN

DRAINAGE STRUCTURE INLET PROTECTION - TEMPORARY (SEDIMENT FILTER LOG)



CROSS SECTION

DRAINAGE STRUCTURE INLET PROTECTION - TEMPORARY (SEDIMENT FILTER LOG)

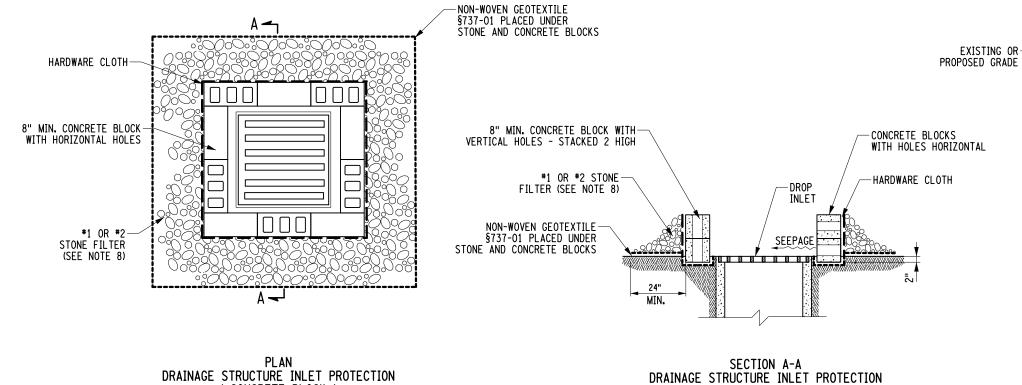


PLAN
DRAINAGE STRUCTURE INLET PROTECTION - TEMPORARY
(PREFABRICATED)

( CONCRETE BLOCK )

CROSS SECTION
DRAINAGE STRUCTURE INLET PROTECTION - TEMPORARY
(PREFABRICATED)

( CONCRETE BLOCK )

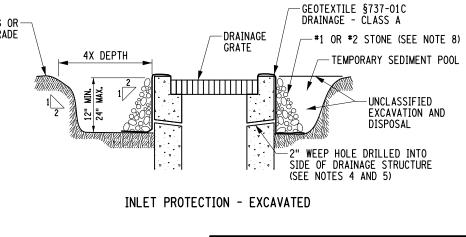


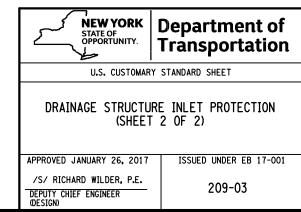
APPLICATION NOTES:

- A. THE PRIMARY PURPOSE OF DRAINAGE STRUCTURE INLET PROTECTION IS TO PREVENT SEDIMENT FROM ENTERING A DRAINAGE SYSTEM BY TRAPPING WATER THEREBY ALLOWING SEDIMENT TO FALL OUT OF SUSPENSION.
- B. THE TOP OF THE INLET PROTECTION SHALL BE SET TO ALLOW OVERFLOW INTO THE INLET
- C. THESE PRACTICES SHALL NOT BE USED WITHOUT UPSLOPE EROSION CONTROL.
- D. CONCRETE BLOCK INLET PROTECTION SHALL NOT BE USED WITHIN THE ACTIVE RIGHT OF WAY.
- E. CONCRETE BLOCK INLET PROTECTION OR AN APPROVED EQUAL IS APPLICABLE WHEN HEAVY FLOWS ARE EXPECTED AND WHERE AN OVERFLOW CAPACITY IS NECESSARY TO PREVENT EXCESSIVE PONDING AROUND THE STRUCTURE. THIS PRACTICE SHOULD NOT BE PLACED OUTSIDE THE ROADWAY'S CLEAR ZONE.
- F. PRACTICE SHALL BE INSTALLED AS CLOSE AS PRACTICAL TO THE OUTSIDE DIMENSIONS OF THE OUTLET.

#### GENERAL NOTES:

- 1. SECURE THE ENDS OF THE APRON FOR THE PREFABRICATED DRAINAGE STRUCTURE INLET PROTECTION WITH STAPLES AS DETAILED IN THE PLAN VIEW OR AS RECOMMENDED BY THE MANUFACTURER'S LITERATURE.
- 2. INSPECT THE MEASURES AFTER EVERY RUNOFF EVENT AND MAKE REPAIRS AS NECESSARY
- 3. SEDIMENT SHALL BE REMOVED WHEN ACCUMULATION REACHES ONE-HALF THE HEIGHT OF THE PRACTICE. SEDIMENT SHALL BE DISPOSED OF AS UNSUITABLE MATERIAL.
- 4. WEEP HOLES SHALL BE PROTECTED BY GEOTEXTILE AND STONE.
- 5. UPON STABILIZATION OF CONTRIBUTING AREA, WEEP HOLES SHALL BE SEALED AND GEOTEXTILE REMOVED.
- 6. MAINTENANCE SHALL INCLUDE REPAIR AND RE-BUILDING INLET PROTECTION AS NEEDED TO ENSURE THAT IT FUNCTIONS AS ORIGINALLY INTENDED.
- 7. INLET PROTECTION EXCAVATED, SHALL BE INSTALLED AT DRAINAGE LOW POINTS AS SHOWN ON THE PLANS AND AS DIRECTED BY THE ENGINEER. DRAINAGE AREA TO THE MEASURE SHALL BE LIMITED TO NO MORE THAN ONE ACRE.
- 8. COARSE AGGREGATE FILTER FOR THE CONCRETE BLOCK INLET PROTECTION SHALL MEET THE GRADATION REQUIREMENTS OF THE SIZE DESIGNATION \*1 OR \*2 OF TABLE 703-04.





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SECTION B-B

GENERAL NOTES:

- DRAINAGE STRUCTURES SHALL BE CAST IN PLACE OR PRECAST UNITS. ROUND DRAINAGE STRUCTURES SHALL BE PRECAST ONLY. ALL CAST IN PLACE CONCRETE SHALL BE CLASS A. THE CONTRACTORS SHALL SUBMIT WORKING DRAWINGS FOR REVIEW AND APPROVAL OF ANY CHANGES TO THE STRUCTURES SHOWN ON THE STANDARD SHEETS OR CONTACT PLANS, OTHER THAN MINOR CHANGES APPROVED BY THE ENGINEER. USE OF FLAT SLAB TOPS ON ROUND PRECAST UNITS SHALL REQUIRE SUBMISSION OF WORKING DRAWINGS.
- 2. SEE PLANS FOR ELEVATIONS, DRAINAGE STRUCTURE LOCATIONS, TYPE OF GRATE UTILIZED, LOCATION OF SCOOPS, FORMED INVERTS, SUMPS AND DRAINS.
- REINFORCEMENT FOR RECTANGULAR DRAINAGE UNITS (CAST IN PLACE OR PRECAST) BAR REINFORCEMENT INDICATED FOR RECTANGULAR TOP SLABS, RISERS AND BASES SHALL BE GRADE 60. WIRE FABRIC FOR CONCRETE REINFORCEMENT SHALL MEET THE REQUIREMENTS OF \$709-02. RISER REINFORCEMENT SHALL BE PLACED SO IT WILL HAVE A MINIMUM COVER OF 2" BUT NO MORE THAN 4" FROM THE INSIDE FACE. THE REINFORCEMENT SHALL EXTEND COMPLETELY AROUND THE DRAINAGE STRUCTURE RISER AND SHALL BE LAPPED AND TIED. BASE REINFORCEMENT SHALL BE PLACED ABOVE THE MIDPOINT OF SLAB AND SHALL HAVE A MINIMUM CONCRETE COVER OF 2" MINIMUM CONCRETE COVER OF 2".
- WHEN SPECIFIED BY PAYMENT ITEM, THE CONTRACTOR MAY SUBSTITUTE ROUND, PRECAST DRAINAGE STRUCTURES IN PLACE OF RECTANGULAR STRUCTURES USING SIZES INDICATED IN THE "SELECTION TABLE FOR ALTERNATE ROUND DRAINAGE STRUCTURES" ON SHEET 4 OF 4. THE RISER, TOP SLAB, AND BOTTOM SLAB FOR THE ROUND ALTERNATE SHALL BE THE RISER, TOP SLAB, AND BOTTOM SLAB FOR THE ROUND ALTERNATE SHALL BE MANUFACTURED IN ACCORDANCE WITH THE PROVISIONS OF \$706-04 OF THE STANDARD SPECIFICATIONS. WORKING DRAWINGS FOR THE ROUND ALTERNATES SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL, UNLESS THE ROUND ALTERNATE PROPOSED HAS BEEN PREVIOUSLY APPROVED. FOR PREVIOUSLY APPROVED BY APPROVED BY THE ROUND UNITS THE CONTRACTOR SHALL SUBMIT A COPY OF THE APPROVED DRAWINGS TO THE ENGINEER.
- FORMED INVERTS, SCOOP AND SUMPS SHALL BE PROVIDED AND INCLUDED IN THE PRICES BID FOR DRAINAGE STRUCTURES CALLED FOR IN THE CONTRACT DOCUMENTS. WHEN NON-CIRCULAR PIPES ARE USED, THE FORMED INVERT AND SUMP DETAILS SHALL BE MODIFIED TO FIT THE INVERTS.
- CAST FRAMES MAY HAVE EITHER RETICULINE OR PARALLEL BAR GRATES, AND WELDED FRAMES MAY HAVE EITHER RETICULINE OR RECTANGULAR GRATES. IF NO GRATE IS SPECIFIED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR MAY FURNISH EITHER TYPE. GRATES SHALL BE INSTALLED SO THAT THE LENGTH OF THE GRATE IS PARALLEL TO THE
- WALL OPENINGS:
  RECTANGULAR DRAINAGE STRUCTURES SHOWN ON THESE STANDARD SHEETS SHOULD NEVER
  HAVE CORNER PIPE ENTRIES. IF PIPE ALIGNMENT WOULD REQUIRE A CORNER ENTRY, USE A
  ROUND DRAINAGE STRUCTURE OR USE A SPECIAL DRAINAGE STRUCTURE, ALL WALL OPENINGS
  SHALL BE FORMED COMPLETELY THROUGH THE WALL SECTION. CIRCULAR WALL OPENINGS
  SHALL BE FORMED FOR EACH CIRCULAR PIPE ENTERING PERPENDICULAR TO THE WALL. WHEN
  NON-CIRCULAR PIPES ARE SPECIFIED, OR ROUND PIPE ENTRIES ARE SKEWED, RECTANGULAR
  OPENINGS MAY BE USED. THE CLEARANCE BETWEEN THE OUTSIDE OF THE PIPE AND THE
  OPENING SHALL BE AT LEAST 2" BUT NO MORE THAN 3". THIS CLEARANCE SHALL BE
  MEASURED BETWEEN THE OUTSIDE OF THE PIPE AND NEAREST POINT ON THE RECTANGULAR
  OPENING, IF A CORNER HAS PIPE ENTRIES ON BOTH SIDES, AND THERE IS LESS THAN 2"
  BETWEEN EITHER OPENING AND THE CORNER, THEN THAT SECTION OF THE DRAINAGE
  STRUCTURE MUST HAVE 8" THICK WALLS. STRUCTURE MUST HAVE 8" THICK WALLS.
- 8. MONOLITHIC AND INTEGRAL BASES MAY HAVE A MAXIMUM VERTICAL DRAFT OF ½" ON ALL INTERIOR DIMENSIONS, TO FACILITATE FORM REMOVAL. FOR WALL OPENINGS THAT EXTEND THE FULL WIDTH OR LENGTH OF THE STRUCTURE, THE MINIMUM CLEARANCE BETWEEN THE OUTSIDE OF THE PIPE AND THE WALL OPENING SHALL BE ½".
- FINISHING PIPE ENTRIES:
  THE BELLS OF CONCRETE PIPE SHALL BE CUT OFF AT EVERY PIPE ENTRY WHERE THE BELL
  ENTERS A STRUCTURE. CONNECTIONS BETWEEN THE STRUCTURE AND PIPE SHALL BE MADE BY
  EITHER USING A RESILIENT CONNECTOR MEETING THE REQUIREMENTS OF ASTM C1478 OR
  BY COMPLETELY FILLING THE SPACE AROUND EACH PIPE WITH CONCRETE GROUTING MATERIAL
  OR CONCRETE REPAIR MATERIAL. IN CASE OF LARGE SPACES AROUND PIPES, CONCRETE PAVERS, COMPLETELY BEDDED IN GROUT OR CONCRETE REPAIR MATERIAL, MAY BE USED.

- 10. TOP SLAB AND OR FRAME AND GRATE ADJUSTMENT
  A MINIMUM OF \( \frac{1}{2} \)" OF BEDDING SHALL BE PLACED BETWEEN RISERS
  AND PRECAST TOP SLABS, GRADE ADJUSTMENT FOR TOP SLABS
  AND/OR FRAMES AND GRATES OF UP TO 2\( \frac{1}{2} \)" SHALL BE MADE WITH
  BEDDING MATERIAL MEETING THE REQUIREMENTS OF CONCRETE GROUTING
  MATERIALS OR CONCRETE REPAIR MATERIAL, GRADE ADJUSTMENT FOR
  TOP SLABS AND/OR FRAMES AND GRATES OF UP TO 6" SHALL BE MADE
  WITH A COMBINATION OF PRECAST CONCRETE PAVERS AND BEDDING
  MATERIALS, GRADE ADJUSTMENT FOR TOP SLABS AND/OR FRAMES AND
  GRATES OF UP TO 1\( \frac{1}{2} \)" O" SHALL BE MADE WITH CAST-IN-PLACE
  CONCRETE OR A COMBINATION OF PRECAST CONCRETE ADJUSTMENT
  ELEMENTS AND BEDDING MATERIALS, ALTERNATELY, GRADE
  ADJUSTMENTS FOR FRAMES AND GRATES OF UP TO 2" MAY BE MADE
  WITH RECYCLED RUBBER ELEMENTS OR UP TO 3" WITH HOPE
  ELEMENTS, RECYCLED RUBBER AND HOPE ELEMENTS SHALL BE
  PRODUCTS APPROVED BY THE MATERIALS BUREAU AND SHALL BE PRODUCTS APPROVED BY THE MATERIALS BUREAU AND SHALL BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS.
- 11. STEPS: MANHOLE STEPS SHALL BE REQUIRED IN ALL DRAINAGE STRUCTURES DEEPER THAN 4'-0".
- 12. CORBELED OR CONICAL RISER SECTIONS AND FLAT SLAB REDUCERS: ROUND PRECAST DRAINAGE STRUCTURES OR MANHOLES (WHEN ROUND PRECAST DRAINAGE STRUCTURES OR MANHOLES (WHEN ALLOWED OR SPECIFIED) MAY BE FITTED WITH CONCENTRIC OR ECCENTRIC CONICAL SECTIONS TO REDUCE THEIR DIAMETERS, PROVIDED THE USE OF SUCH DEVICES IS COMPATIBLE WITH THE DRAINAGE SYSTEM DESIGN. THE CONTRACTOR SHALL SUBMIT WORKING DRAWINGS FOR REVIEW AND APPROVAL OF FLAT SLAB REDUCERS FOR ROUND OR RECTANGULAR STRUCTURES. A WALL SECTION WITH A HEIGHT LESS THAN 6" BETWEEN THE TOP OF THE HIGHEST PIPE ENTRY AND THE BOTTOM OF A CONICAL SECTION OR FLAT SLAB REDUCER SHALL NOT BE PERMITTED.
- 13. WHEN PIPE LOCATIONS PROVIDE FOR LESS THAN 8" BETWEEN THE TOP OF THE UPPERMOST PIPE AND THE TOP OF THE RISER AND THE STRUCTURE MAY BE SUBJECTED TO HIGHWAY LOADS, CONTACT STRUCTURES DIVISION FOR A SPECIAL DESIGN.
- 14. WHEN SITE CONDITIONS REQUIRE A DRAINAGE STRUCTURE TO BE INSTALLED TO A DEPTH GREATER THAN THAT SHOWN IN THE CONTRACT DOCUMENTS, AN INSTALLATION TOLERANCE OF 8" IS PERMITTED WITHOUT REQUIRING AN INCREASE IN WALL THICKNESS OR REINFORCING STEEL AS REQUIRED BY THE DRAINAGE STRUCTURE DEFINICION THEIR THE PROPERTY OF T
- 15. THE PAY ITEMS FOR DRAINAGE STRUCTURES SPECIFY THE STRUCTURE AND FRAME. DRAINAGE STRUCTURE ITEM NUMBERS: RECTANGULAR DRAINAGE STRUCTURE ITEM 604.30XXYY RECTANGULAR DRAINAGE STRUCTURE WITH ROUND OPTION ITEM 604,31XXYY RECTANGULAR DRAINAGE STRUCTURE WITH CONCRETE CAP ITEM 604.32XXYY SEE TABLES BELOW FOR XX AND YY CODES.

  EXAMPLE: 604,300706 - RECTANGULAR STRUCTURE TYPE G WITH TYPE 6 WELDED FRAME (SEE SHEET 4 OF 4 FOR ITEM NUMBERS FOR STRUCTURE TYPE Q, R, S, T, AND U)

	DR	AINAGE STRUCTURE REINFORCEMENT
HEIGHT "A"	WALL THICKNESS	RISER REINFORCEMENT (SEE NOTE 3 AND 15)
UD TO 7/ OII	6"	6"X6"- W6 X W6 OR #3 BARS AT 10" BOTH HORIZ. AND VERT.
UP TO 7'-0"	8"	UNREINFORCED
'-0" TO 14'-0"	8"	6"X6"- W8.5 X W8.5 OR *3 BARS AT 8" BOTH HORIZ, AND VERT.
4'-0" TO 21'-0"	8"	4"X4"- W8.5 X W8.5 OR *3 BARS AT 5" BOTH HORIZ. AND VERT.
		FLOOR SLAB REINFORCEMENT (SEE NOTE 3)
UP TO 7'-0"		6"X6"- W11 X W11 OR *3 BARS AT 6" IN BOTH DIRECTIONS
'-0" TO 14'-0"		4"X4"- W11 X W11 OR *3 BARS AT 4" IN BOTH DIRECTIONS
1'-0" TO 21'-0"		4"X4"- W14 X W14 OR *3 BARS AT 3" IN BOTH DIRECTIONS

\*T MAY BE 6" OR 8" FOR THE FIRST 7'-O". EXCEPTIONS ARE SIZE S, T, AND U WITH CURB, RECTANGULAR STRUCTURES WITH ROUND MANHOLE OPENING, OR IF THERE IS LESS THAN 2" ON EITHER SIDE OF A CORNER. (NOTE 7) WHICH MUST HAVE 8" THICK WALLS.

STRUCTUR	E SIZES	AND PAY	CODES
STRUCTURE TYPE		IDE NSIONS LENGTH	PAY ITEM XX CODE
A	3'-0"	3'-0"	01
В	4'-0"	3'-0"	02
С	5′-0"	3′-0"	03
D	6'-8"	3′-0"	04
E	3'-0"	4'-0"	05
F	4′-0"	4'-0"	06
G	5′-0"	4'-0"	07
Н	6′-8"	4′-0"	08
I	3′-0"	5′-0"	09
J	4′-0"	5′-0"	10
K	5′-0"	5′-0"	11
<u>L</u>	6′-8"	5′-0"	12
<u> </u>	3′-0"	6′-8"	13
N	4'-0"	6′-8"	14
0	5′-0"	6′-8"	15
Р	6′-8"	6′-8"	16

FRAMES AND PA	Y CODES
FRAME TYPE	PAY ITEM YY CODE
WELDED 3	03
WELDED 6	06
WELDED 11	11
WELDED 16	16
WELDED 22	22
MANHOLE 2'-8"	32
CAST F1	71
CAST F2	72
CAST F3	73
PARALLEL BAR 10PCB	90
PARALLEL BAR 11PCB	91
PARALLEL BAR 12PCB	92

FRAMES AND PA	Y CODES
FRAME TYPE	PAY ITEM YY CODE
WELDED 3	03
WELDED 6	06
WELDED 11	11
WELDED 16	16
WELDED 22	22
MANHOLE 2'-8"	32
CAST F1	71
CAST F2	72
CAST F3	73
PARALLEL BAR 10PCB	90
PARALLEL BAR 11PCB	91
DADALLEL DAD 10DCD	0.2

DEPARTMENT OF TRANSPORTATION U.S. CUSTOMARY STANDARD SHEET

STATE OF NEW YORK

DRAINAGE STRUCTURE DETAILS (SHEET 1 OF 4)

APPROVED: NOVEMBER 28, 2012

ISSUED UNDER EB 12-044

/S/ RICHARD W. LEE, P.E. DEPUTY CHIEF ENGINEER

604-02

\*4 BARS, 1'-2" X 1'-2" AT 11 O.C.-FLOOR. NOT REQUIRED FOR MONOLITHICALLY CAST UNIT.

-SEAL ANY JOINTS

- MIN. COVER 2" (TYPICAL)

RECTANGULAR DRAINAGE STRUCTURE

REINFORCING DETAILS

FLOOR SLAB REINFORCEMENT (TYPICAL)

SEE TABLE AND NOTE 3

MIN. COVER 2"

(TYPICAL)

4 .4 4 .

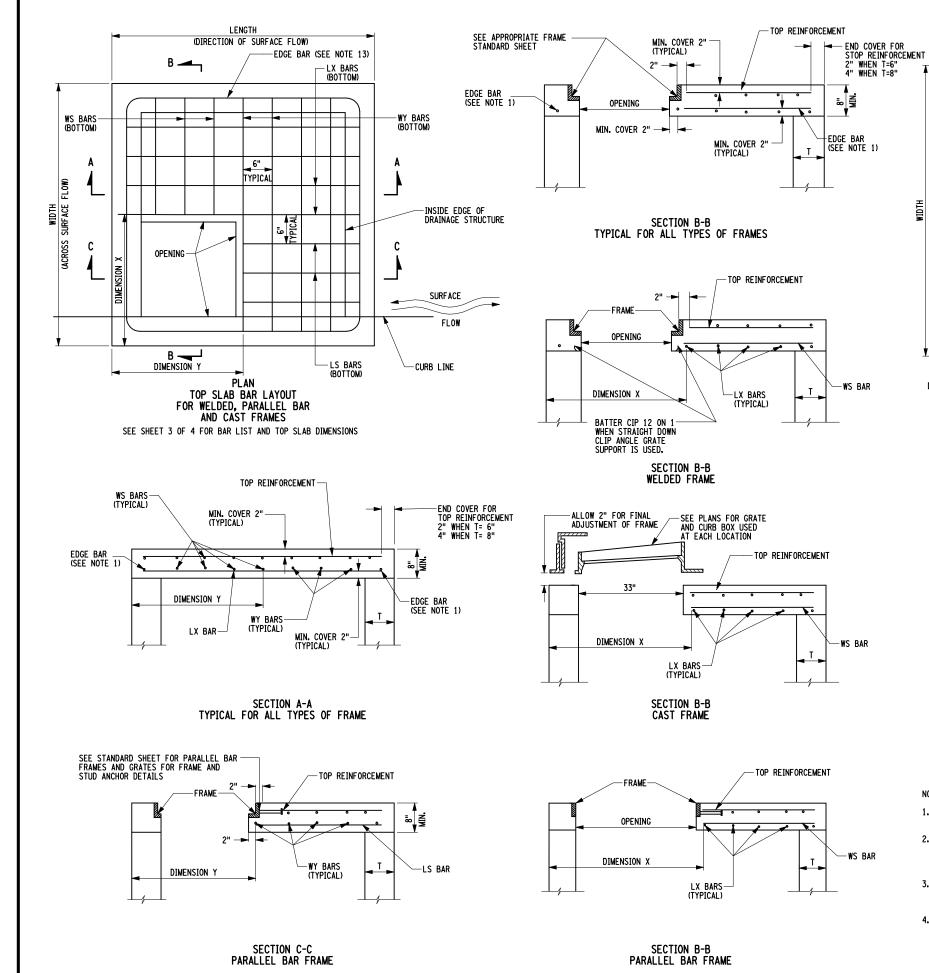
SECTION A-A

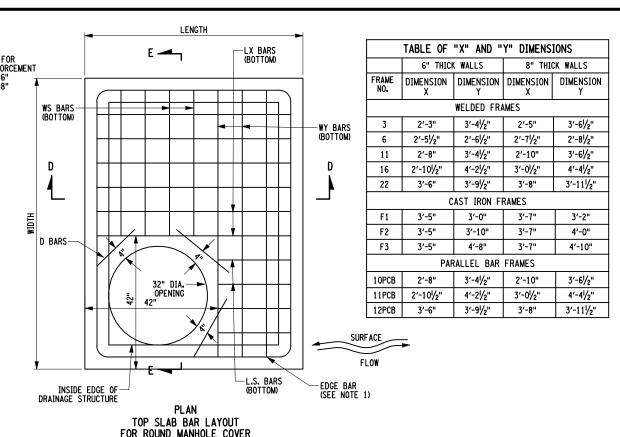
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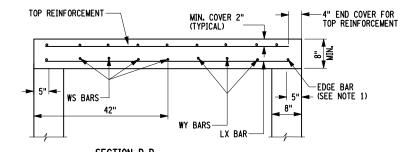
SCOOP DETAILS

EFFECTIVE DATE: 05/02/13

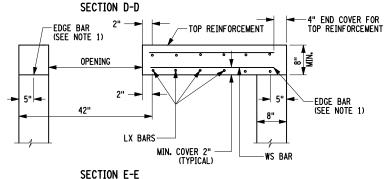








SEE SHEET 3 OF 4 FOR BAR LIST AND TOP SLAB DIMENSIONS.



FI	OUTSIDE RAME DIMEN	
FRAME NO.	WIDTH	LENGTH
3	1′-11 <sup>15</sup> / <sub>16</sub> "	3′-11/2"
6	2′-27/6"	2'-31/2"
11	2′-4 <sup>15</sup> /16"	3′-11/2"
16	2′-71/6"	3′-11½"
22	3′-2 <sup>15</sup> /⁄6"	3′-61/2"
10PCB	2′-07/8"	3'-21/2"
11PCB	2′-3¾"	4'-01/2"
12PCB	2′-10%"	3′-71/2"
F1	3'-31/4" MIN.	2'-11" MIN.
F2	3'-31/4" MIN.	3'-91/4" MIN.
F3	3'-31/4" MIN.	4'-71/4" MIN.

### NOTES:

- THE E BARS (EDGE BARS) ARE PLACED 3" FROM THE OUTSIDE EDGE FOR TOP SLABS ON 6" WALLS, AND 5" FROM THE OUTSIDE EDGE FOR 8" WALLS.
- 2. THE LX BARS ARE LOCATED USING THE X DIMENSION AND THE WY ARE LOCATED USING THE Y DIMENSIONS. ALL W AND L BARS SHALL BE EVENLY SPACED AT APPROXIMATELY 6" SO THAT THE DISTANCE BETWEEN THE LAST W OR L BAR AND THE ADJACENT EDGE BAR SHALL NOT EXCEED 10".
- TOP SLABS FOR TYPE A, B, C, D, E, F, G, I, J, K AND M DRAINAGE STRUCTURES ARE REINFORCED WITH \*6 BARS ON THE BOTTOM, AND 6X6, W4 X W4 FABRIC ON THE TOP.
- 4. TOP SLABS FOR TYPE H, L, N, O, AND P DRAINAGE STRUCTURES ARE REINFORCED WITH \*7 BARS AND 6X6, W5 X W5 FABRIC. THE CONTRACTOR HAS THE OPTION OF USING \*6 BARS AND A BAR SPACING OF 5" WHEN THIS OPTION IS USED. THE MAXIMUM DISTANCE BETWEEN THE LAST W OR L BAR AND THE EDGE BAR SHALL NOT EXCEED 8%.".



STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

DRAINAGE STRUCTURE DETAILS (SHEET 2 OF 4)

APPROVED SEPTEMBER 19, 2008 ISSUED UNDER EB 08-036

/S/ DANIEL D'ANGELO, P.E. DEPUTY CHIEF ENGINEER

604-02

EFFECTIVE DATE: 01/08/09

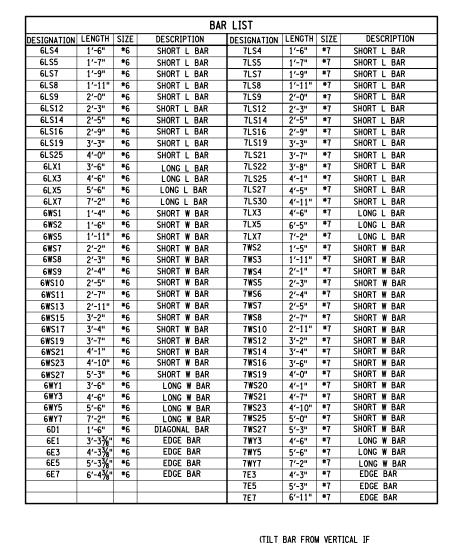
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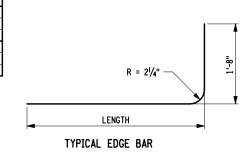
					BO	TTOM RI	EINFO	RCEME	NT					
TOP SLAB WITH ROUND CAST MANHOLE FRAME														
STR. TYPE	NO. OF BARS	DESIG- NATION												
A			1	6LX1			1	6WY1	3	6D1	4	6E1		
В			3	6LX1	5	6WS2	1	6WY3	3	6D1	2	6E3	2	6E1
С			5	6LX1	5	6WS10	1	6WY5	3	6D1	2	6E5	2	6E1
D			8	6LX1	5	6WS21	1	6WY7	3	6D1	2	6E7	2	6E1
E	5	6LS4	1	6LX3			3	6WY1	3	6D1	2	6E1	2	6E3
F	5	6LS4	3	6LX3	5	6WS2	3	6WY3	3	6D1	4	6E3		
G	5	6LS4	5	6LX3	5	6WS10	3	6WY5	3	6D1	2	6E5	2	6E3
Н	5	7LS4	8	7LX3	5	7WS20	3	7WY7	3	6D1	2	7E7	2	7E3
I	5	6LS14	1	6LX5			5	6WY1	3	6D1	2	6E1	2	6E5
J	5	6LS14	3	6LX5	5	6WS6	5	6WY3	3	6D1	2	6E3	2	6E5
K	5	6LS14	5	6LX5	5	6WS7	5	6WY5	3	6D1	4	6E5		
L	5	7LS14	8	7LX5	5	7WS20	5	7WY7	3	6D1	2	7E7	2	7E5
М	5	6LS25	1	6LX7			8	6WY1	3	6D1	2	6E1	2	6E7
N	5	7LS25	3	7LX7	5	7WS2	8	7WY3	3	6D1	2	7E3	2	7E7
0	5	7LS25	5	7LX7	5	7WS7	8	7WY5	3	6D1	2	7E5	2	7E7
Р	5	7LS25	8	7LX7	5	7WS20	8	7WY7	3	6D1	4	7E7		

	BOTTOM REINFORCEMENT												
	TOP SLAB WITH PARALLEL BAR FRAME												
STR. TYPE	FRAME NO.	NO. OF BARS	DESIG- NATION										
F	11PCB			4	6LX3	7	6WS5	1	6WY3	4	6E3		
G	11PCB			6	6LX3	7	6WS13	1	6WY5	2	6E5	2	6E3
Н	11PCB			9	7LX3	7	7WS21	1	7WY7	2	7E7	2	7E3
I	12PCB	6	6LS9	1	6LX5			4	6WY1	2	6E1	2	6E5
J	10PCB	4	6LS14	4	6LX5	5	6WS7	5	6WY3	2	6E3	2	6E5
K	1 OPCB	4	6LS14	6	6LX5	5	6WS15	5	6WY5	4	6E5		
K	12PCB	6	6LS9	5	6LX5	6	6WS8	4	6WY5	4	6E5		
L	1 OPCB	4	7LS14	10	7LX5	5	7WS23	5	7WY7	2	7E7	2	7E5
L	12PCB	6	7LS9	8	7LX5	6	7WS19	4	7WY7	2	7E7	2	7E5
М	12PCB	6	7LS22	1	7LX7			7	6WY1	2	6E1	2	7E7
N	10PCB	4	7LS25	4	7LX7	5	7WS4	8	7WY3	2	7E3	2	7E7
N	11PCB	4	7LS19	4	7LX7	7	7WS3	6	7WY3	2	7E3	2	7E7
0	10PCB	4	7LS25	6	7LX7	5	7WS12	8	7WY5	2	7E5	2	7E7
0	11PCB	4	7LS19	6	7LX7	7	7WS10	6	7WY5	2	7E5	2	7E7
0	12PCB	6	7LS22	5	7LX7	6	7 <b>W</b> S5	7	7WY5	2	7E5	2	7E7
Р	1 OPCB	4	7LS25	10	7LX7	5	7WS23	8	7WY7	4	7E7		
Р	11PCB	5	7LS19	9	7LX7	7	7WS21	6	7WY7	4	7E7		
Р	12PCB	4	7LS22	8	7LX7	6	7WS19	7	7WY7	4	7E7		

	BOTTOM REINFORCEMENT												
					TOP SL	.AB Wi	TH CAST	FRAM	ΙE				
STR. TYPE	FRAME NO.	NO. OF BARS	DESIG- NATION										
F	F1	5	6LS7	3	6LX3	4	6WS2	4	6WY3	4	6E3		
F	F3			3	6LX3	8	6WS2			4	6E3		
G	F1	5	6LS7	5	6LX3	4	6WS9	4	6WY5	2	6E5	2	6E3
G	F3			5	6LX3	8	6WS9			2	6E5	2	6E3
Н	F1	5	7LS7	8	7LX3	4	7WS19	4	7WY7	2	7E7	2	7E3
J	F1	5	6LS16	3	6LX5	4	6WS1	5	6WY3	2	6E3	2	6E5
J	F2	5	6LS8	3	6LX5	6	6WS1	4	6WY3	2	6E3	2	6E5
K	F1	5	6LS16	5	6LX5	4	6WS9	5	6WY5	4	6E5		
K	F2	5	6LS8	5	6LX5	6	6WS9	4	6WY5	4	6E5		
L	F1	5	7LS16	8	7LX5	4	7WS19	5	7WY7	2	7E7	2	7E5
L	F2	5	7LS8	8	7LX5	6	7WS19	4	7WY7	2	7E7	2	7E5
N	F1	5	7LS27	3	7LX7	4	7WS2	9	7WY3	2	7E3	2	7E7
N	F2	5	7LS21	3	7LX7	6	7WS2	7	7WY3	2	7E3	2	7E7
N	F3	5	7LS16	3	7LX7	8	7WS2	6	7WY3	2	7E3	2	7E7
0	F1	5	7LS27	5	7LX7	4	7WS6	9	7WY5	2	7E5	2	7E7
0	F2	5	7LS21	5	7LX7	6	7WS6	7	7WY5	2	7E5	2	7E7
0	F3	5	7LS16	5	7LX7	8	7WS6	6	7WY5	2	7E5	2	7E7
Р	F1	5	7LS27	8	7LX7	4	7WS19	9	7WY7	4	7E7		
Р	F2	5	7LS21	8	7LX7	6	7WS19	7	7WY7	4	7E7		
Р	F3	5	7LS16	8	7LX7	8	7WS19	6	7WY7	4	7E7		

	TOP SLAB DIMENSIONS						
STRUCTURE	6" THIC	K WALLS	8" THIC	K WALLS	TOP REINFORCEMENT		
TYPE	WIDTH	LENGTH	WIDTH	LENGTH	(NOTES 3 AND 4)		
Α	4'-0"	4'-0"	4'-4"	4'-4"	6" X 6" W4 X W4		
В	5′-0"	4'-0"	5′-4"	4'-4"	6" X 6" W4 X W4		
С	6'-0"	4'-0"	6'-4"	4'-4"	6" X 6" W4 X W4		
D	7′-8"	4'-0"	8'-0"	4'-4"	6" X 6" W4 X W4		
Ε	4'-0"	5′-0"	4'-4"	5′-4"	6" X 6" W4 X W4		
F	5′-0"	5′-0"	5′-4"	5′-4"	6" X 6" W4 X W4		
G	6'-0"	5′-0"	6'-4"	5′-4"	6" X 6" W4 X W4		
Н	7′-8"	5′-0"	8'-0"	5′-4"	6" X 6" W5 X W5		
I	4'-0"	6'-0"	4'-4"	6'-4"	6" X 6" W4 X W4		
J	5′-0"	6'-0"	5′-4"	6'-4"	6" X 6" W4 X W4		
K	6'-0"	6'-0"	6'-4"	6'-4"	6" X 6" W4 X W4		
L	7′-8"	6'-0"	8'-0"	6'-4"	6" X 6" W5 X W5		
М	4'-0"	7′-8"	4'-4"	8'-0"	6" X 6" W5 X W5		
N	5′-0"	7′-8"	5′-4"	8'-0"	6" X 6" W5 X W5		
0	6′-0"	7′-8"	6'-4"	8'-0"	6" X 6" W5 X W5		
Р	7′-8"	7′-8"	8'-0"	8'-0"	6" X 6" W5 X W5		





-STANDARD ACI HOOK-LENGTH

NECESSARY TO MAINTAIN COVER)

TYPICAL W BAR, L BAR, OR D BAR

TOP SLAB REINFORCEMENT NOTES:

- 1. THE E BARS (EDGE BARS) ARE PLACED 3" FROM THE OUTSIDE EDGE FOR TOP SLABS ON 6" WALLS, AND 5: FROM THE OUTSIDE EDGE FOR 8" WALLS.
- 2. THE LX BARS ARE LOCATED USING THE X DIMENSIONS AND THE WY BARS ARE LOCATED USING THE Y DIMENSIONS, ALL W AND L BARS SHALL BE EVENLY SPACED AT APPROX. 6". SO THAT THE DISTANCE BETWEEN THE LAST W OR L BAR AND ADJACENT EDGE BAR SHALL NOT EXCEED 10".
- TOP SLABS FOR TYPE A, B, C, D, F, G, I, J, K AND MOST M DRAINAGE STRUCTURES ARE REINFORCED WITH •6 AND 6X6, W4 X W4 FABRIC.
- 4. TOP SLABS FOR TYPE H, L, N, O, P AND PART OF TYPE M DRAINAGE STRUCTURES ARE REINFORCED WITH \*7 BARS AND 6X6, W5 X W5 FABRIC. THE CONTRACTOR HAS THE OPTION OF USING \*6 BARS AND A BAR SPACING OF 5". WHEN THIS OPTION IS USED, THE MAXIMUM DISTANCE BETWEEN THE LAST W OR L BAR AND THE EDGE BAR SHALL NOT EXCEED 9"



STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

DRAINAGE STRUCTURE DETAILS (SHEET 3 OF 4)

APPROVED SEPTEMBER 19, 2008

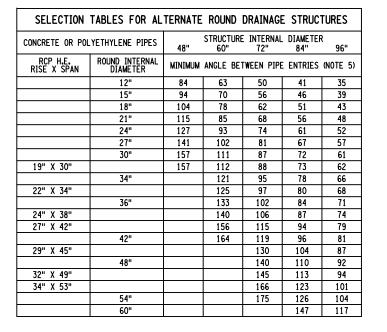
ISSUED UNDER EB 08-036

/S/ DANIEL D'ANGELO, P.E. DEPUTY CHIEF ENGINEER (DESIGN)

604-02

REC	RECTANGULAR DRAINAGE STRUCTURE							
(TVDEC (	THRU U	,	INSIDE DIMENSIONS					
(IIIFE3 (	ט טאחו אַ	,	PREC	CAST **	CAST IN PLACE			
ITEM	TYPE	FRAME	WIDTH	LENGTH	WIDTH	LENGTH		
604.301772	Q	F2*	34	36	33	361/2		
604.301873	R	F3*	34	46	33	461/2		
604.301911	S	11	24	32	24	321/2		
604.301990	S	10PCB	24	32	24	321/2		
604.302016	T	16	26	42	261/2	421/2		
604.302091	T	11PCB	26	42	261/2	421/2		
604.302122	U	22	34	38	34	371/2		
604.302192	U	12PCB	34	38	34	371/2		

- \* SEE CONTRACT DOCUMENTS FOR GRATE AND CURB BOX TYPE
- •• PRECAST TYPES S,T, AND U REQUIRE THE FRAME TO BE CAST INTO A SEPARATE COLLAR. THE FRAME COLLAR SHALL HAVE INSIDE DIMENSIONS AS SHOWN FOR "CAST-IN-PLACE" IN THIS TABLE, OUTSIDE DIMENSIONS TO MATCH THE PRECAST RISER, AND BE 8" HIGH MIN.



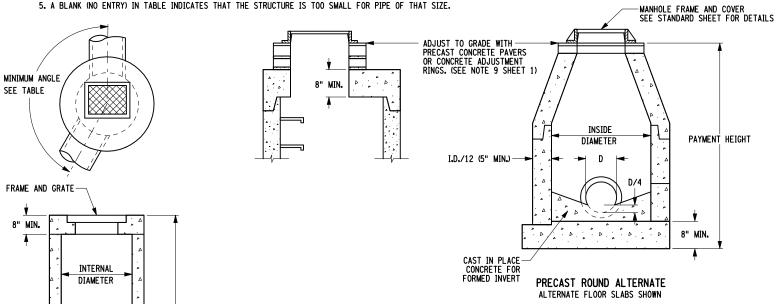
SELECTION	TABLES FOR AL	TERNATE	ROUND	DRAINAGE	STRUC	TURES
METAL	METAL PIPES			E INTERNAL 72"	. DIAMETER 84"	₹ 96"
CMP ARCH SPAN AND RISE	ROUND INTERNAL DIAMETER	MINIMUM	ANGLE BE	TWEEN PIPE	ENTRIES	(NOTE 5)
	12"	68	54	45	38	34
	15"	76	60	50	43	37
17" X 13"		82	64	53	45	40
	18"	85	67	55	47	41
		91	71	59	50	43
21" X 15"	21"	94	73	60	51	45
24" X 18"	24"	103	80	66	56	49
28" X 20"		116	89	73	62	54
	30"	124	94	76	65	56
35" X 24"		145	106	86	72	63
	36"	152	110	88	74	64
42" X 29"	42"		128	101	84	72
	48"		153	115	95	81
49" X 33"			158	117	96	82
	54"			132	106	90
57" X 38"				141	112	94
60" X 46"				150	117	98
	60"			154	119	100
64" X 43"					129	107
	66"				134	110
71" X 47"					151	120
	72"				155	122

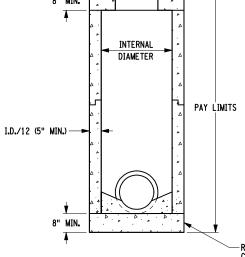
#### NOTES:

- 1. THE DIAMETER OF THE ALTERNATE ROUND UNIT SHALL NOT BE LESS THAN THE LARGER DIMENSION OF THE SPECIFIED RECTANGULAR UNIT IT REPLACES. IT SHALL ALSO BE LARGE ENOUGH TO HAVE THE SPECIFIED GRATE FIT WITHIN THE INSIDE DIAMETER OF THE ROUND ALTERNATE.
- 2. THE ABOVE VALUES ARE BASED ON THE CENTERLINE OF ALL PIPES INTERSECTING AT THE CENTER OF THE ROUND ALTERNATE.

5. A BLANK (NO ENTRY) IN TABLE INDICATES THAT THE STRUCTURE IS TOO SMALL FOR PIPE OF THAT SIZE.

- 3. THE ANGLE BETWEEN ADJACENT PIPE ENTRIES SHALL NOT BE LESS THAN THE MINIMUM SHOWN IN THE TABLE ABOVE. WHEN THE ADJACENT PIPES HAVE DIFFERENT SIZES, THE MINIMUM ANGLE SHALL BE THE VALUE FOR THE LARGER OF THE TWO PIPES.
- 4. THE SUM OF THE MINIMUM ANGLES BETWEEN PIPES AT THE SAME LEVEL SHALL NOT BE MORE THAN 360 DEGREES. THEY SHALL BE REGARDED AS BEING AT THE SAME LEVEL IF THEIR RISES OVERLAP.





PRECAST ROUND ALTERNATE

ROUND ALTERNATE MAY BE USED WHEN ALLOWED BY

THE SPECIFICATIONS OR WHEN INDICATED ON PLANS

WIDTH - (SEE TABLE)

SECTION A-A RECTANGULAR

DRAINAGE STRUCTURE TYPE S, T, AND U

PRECAST ROUND MANHOLES						
ITEM TYPE CIRCUMFERENTIAL INSIDE PER VERTICAL FOOT DIAMETER						
604.4048	48	0.12	48			
604.4060	60	0.15	60			
604.4072	72	0.18	72			
604.4084	84	0.21	84			
604.4096	96	0.24	96			

-ROUND ALTERNATIVES MAY HAVE MONOLITHICALLY CAST, INTEGRAL, OR SEPERATE FLOOR SLABS. (SEE SHEET 1 OF 4)

STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

DRAINAGE STRUCTURE DETAILS (SHEET 4 OF 4)

APPROVED SEPTEMBER 19, 2008 ISSUED UNDER EB 08-036

/S/ DANIEL D'ANGELO, P.E. DEPUTY CHIEF ENGINEER (DESIGN)

604-02

= 604-0204.dgn = 08-MAR-2010 1: = Jturley FILE NAME ::
DATE/TIME ::
USER ::

EFFECTIVE DATE: 01/08/09

#### GENERAL NOTES:

- THESE SHEETS ARE IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), AND THE REQUIREMENTS OF THE 2011 PROPOSED ACCESSIBILITY GUIDELINES FOR PEDESTRIAN FACILITIES IN THE PUBLIC RIGHT OF WAY (PROWAG).
- DIMENSIONS SHOWN IN THE DETAILS AS MINIMUMS AND MAXIMUMS ARE THE LIMITS FOR DESIGN AND FIELD LAYOUT. FACILITIES SHALL NOT BE CONSTRUCTED WITH VALUES OUTSIDE THE LIMITS FOR WORK ACCEPTANCE. SEE TABLE "DESIGN ELEMENT TOLERANCES" ON THIS SHEET. FURTHER INFORMATION IS PROVIDED ON "CRITICAL ELEMENTS FOR THE DESIGN, LAYOUT, AND ACCEPTANCE OF PEDESTRIAN FACILITIES" AVAILABLE ON THE DESIGN, LAYOUT, AND ACCEPTANCE OF PEDESTRIAN FACILITIES" AVAILABLE ON THE NYSDOT HIGHWAY DESIGN MANUAL CHAPTER 18 WEBSITE.
- NOT ALL FACILITIES CAN BE CONSTRUCTED TO MEET THE DESIGN STANDARDS.
  FACILITIES THAT CANNOT BE CONSTRUCTED TO MEET THE DESIGN STANDARDS SHALL BE
  CONSTRUCTED TO MEET THE STANDARDS TO THE GREATEST EXTENT PRACTICABLE. NONSTANDARD FEATURES SHALL BE JUSTIFIED PER HIGHWAY DESIGN MANUAL CHAPTER 2,
- TO CHECK FIELD LAYOUT AND TO VERIFY WORK ACCEPTANCE, ALL SLOPES AND GRADES WILL BE MEASURED WITH A 4 FOOT LONG DIGITAL LEVEL USING AT LEAST TWO READINGS. WHERE THE READINGS VARY, THE MEASUREMENTS WILL BE AVERAGED. GRADE (RUNNING SLOPE) WILL BE MEASURED ALONG THE CENTERLINE AND OFFSET 12" TO 18" FROM THE CENTERLINE, CROSS SLOPES WILL BE MEASURED PERPENDICULAR TO CENTERLINE AT 5' TO
- GRADES (RUNNING SLOPES) ARE MEASURED IN THE DIRECTION OF PEDESTRIAN TRAVEL. CROSS SLOPES ARE MEASURED PERPENDICULAR TO THE DIRECTION OF PEDESTRIAN TRAVEL.
- JOINTS BETWEEN SIDEWALKS, CURB RAMPS, TURNING SPACES AND ROADWAYS SHALL BE FLUSH AND FREE FROM ABRUPT VERTICAL CHANGES GREATER THAN 1/4". VERTICAL SURFACE DISCONTINUITIES BETWEEN 1/4" AND 1/2" SHALL BE BEVELED WITH A SLOPE NOT STEEPER THAN 1:2. THE BEVEL SHALL BE APPLIED ACROSS THE ENTIRE JOINT. SEE DETAIL ON
- SIDEWALKS ARE CONNECTED TO ROADWAYS BY EITHER BLENDED TRANSITIONS OR CURI RAMPS. BLENDED TRANSITIONS ARE CONNECTIONS BETWEEN THE SIDEWALK LEVEL AND THE ROADWAY LEVEL THAT HAVE A MAXIMUM GRADE RUNNING SLOPE) OF 5%, AND TRANSITIONS GREATER THAN 5% ARE CONSIDERED CURB RAMPS.
- CURB RAMPS AND BLENDED TRANSITIONS MAY REQUIRE THE INSTALLATION OF DETECTABLE WARNINGS. SEE ADDITIONAL "DETECTABLE WARNING NOTES" ON THIS SHEET, AND DETAILS ON SHEET 2 OF 9 FOR DIMENSIONS, ORIENTATION AND INSTALLATION.
- VERTICAL ALIGMENT SHALL BE GENERALLY PLANAR, GRADE BREAKS WITHIN THE PEDESTRIAN ACCESS ROUTE SHALL BE PERPENDICULAR TO THE DIRECTION OF TRAVEL AND
- MATERIAL DEPTHS SHOWN ON THESE SHEETS ARE TYPICAL MINIMUM VALUES AND MAY BE DIFFERENT IN THE CONTRACT DOCUMENTS.
- 11. SIDEWALK GRADE (RUNNING SLOPE) SHALL NOT BE DESIGNED TO EXCEED 4.5%, EXCEPT WHEN MATCHING INTO EXISTING SIDEWALK OR WHEN THE HIGHWAY GRADE IS STEEPER. WHEN HIGHWAY GRADE IS GREATER THAN 5%, THE SIDEWALK GRADE SHALL NOT EXCEED THE
- 12. THE CROSS SLOPE OF PEDESTRIAN ACCESS ROUTES SHALL BE 1.5% MAXIMUM FOR DESIGN AND LAYOUT, AND 2% MAXIMUM FOR WORK ACCEPTANCE. THE FOLLOWING EXCEPTIONS
  - WHERE PEDESTRIAN STREET CROSSINGS ARE PROVIDED AT INTERSECTIONS WITHOUT YIELD OR STOP CONTROL OR WHERE THERE IS ANY TRAFFIC SIGNAL WITHOUT A FLASHING RED, THE CROSS SLOPE OF A PEDESTRIAN ACCESS ROUTE CONTAINED WITHIN A STREET CROSSING SHALL BE 4.5% MAXIMUM FOR DESIGN AND LAYOUT, AND 5% MAXIMUM FOR WORK ACCEPTANCE.
  - WHERE MIDBLOCK PEDESTRIAN STREET CROSSINGS ARE PROVIDED, THE CROSS SLOPE OF A PEDESTRIAN ACCESS ROUTE CONTAINED WITHIN A MIDBLOCK STREET CROSSING SHALL BE PERMITTED TO EQUAL THE STREET OR HIGHWAY
- 13. THE MINIMUM CLEAR WIDTH FOR PEDESTRIAN ACCESS ROUTES IS 4'-O", EXCLUSIVE OF THE CURB. WHEN WALKWAY WIDTHS ARE LESS THAN 5'-O", 5'-O" X 5'-O" PASSING SPACES (SHOWN IN DETAIL A OR B), OR A FEATURE OF EQUAL OR GREATER DIMENSIONS (E.G., DRIVEWAYS) THAT MEET THE SLOPE CRITERIA, SHALL BE PROVIDED AT A MAXIMUM INTERVAL OF 200'. EXISTING DRIVEWAYS AND STREET CROSSING MAY ALSO SERVE AS PASSING SPACE.
- THE BUFFER ZONE IS A PHYSICAL DISTANCE SEPARATING THE PEDESTRIAN ACCESS ROUTE FROM THE VEHICLE TRAVELED WAY. THE BUFFER ZONE MAY BE PLANTED OR PAVED. WHERE THE BUFFER ZONE WIDTH, EXCLUSIVE OF CURB, IS LESS THAN 3'-O" THE SURFACE SHOULD BE PAVED OR CONSTRUCTED WITH HARDSCAPE MATERIALS.
- THE MAXIMUM RECOMMENDED CROSS SLOPE OF A TURF BUFFER ZONE OR SLOPE TRANSITION BEHIND SIDEWALK IS 25% BUFFER ZONES WITH A CROSS SLOPE GREATER THAN 25% SHOULD BE PAVED, PLANTED OR CONSTRUCTED WITH HARDSCAPE MATERIALS.
- 16. WHEN CROSSING DRIVEWAYS, THE WORK SHALL BE IN CONFORMANCE WITH STANDARD
- 17. FOR PEDESTRIAN SIGNALS AND PEDESTRIAN PUSH BUTTONS, REFER TO STANDARD SHEET
- WHERE EXISTING ROADWAYS ARE SAWCUT TO INSTALL CURBING AND/OR SIDEWALK, THE ROADWAY SHOULD BE SAWCUT AT LEAST 2'-0" FROM THE PROPOSED CURB LINE TO ALLOW FOR ADEQUATE COMPACTION OF ASPHALT. IF SAWCUT IS LESS THAN 2'-0" FROM PROPOSED CURB LINE, THEN THE ROADWAY SHALL BE REBUILT USING CLASS C CONCRETE. SEE DETAILS ON SHEET 9 OF 9.

#### CURB RAMP NOTES:

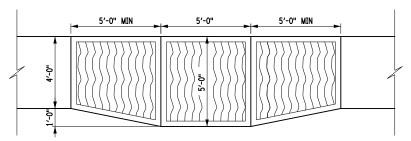
- 19. THE MINIMUM WIDTH OF A CURB RAMP SHALL BE 4'-0".
- THE GRADE (RUNNING SLOPE) OF A CURB RAMP SHALL BE A MINIMUM OF 5%. THE GRADE FOR DESIGN AND LAYOUT SHALL BE A MAXIMUM OF 7.5%. THE GRADE FOR ADA ACCESSIBILITY AND WORK ACCEPTANCE SHALL BE A MAXIMUM OF 8.3%.
- 21. WHERE EXISTING CONDITIONS DO NOT ALLOW THE CONSTRUCTION OF A CURB RAMP WITH A GRADE (RUNNING SLOPE) OF 8.3% OR LESS, THE RAMP LENGTH SHALL NOT BE REQUIRED TO EXCEED 15'-1" FOR DESIGN AND FIELD LAYOUT. THE RAMP LENGTH SHALL NOT BE
- THE CROSS SLOPE OF THE CURB RAMP SHALL BE AS FLAT AS POSSIBLE AND STILI PROVIDE POSITIVE DRAINAGE. THE CROSS SLOPE OF A CURB RAMP SHALL BE 1.5% MAXIMUM FOR DESIGN AND LAYOUT, AND 2% MAXIMUM FOR WORK ACCEPTANCE, SEE NOTE 12 FOR EXCEPTIONS. WHERE THE EXISTING ROADWAY GRADE EXCEEDS 2%, THE CURB RAMP MAY BE WARPED ACCORDING TO THE DETAIL ON SHEET 8 OF 9 TO TIE INTO THE DROP CURB.
- RAMP SIDE OPTIONS ARE DETAILED ON SHEET 3 OF 9 FOR USE WITHIN THE BUFFER ZONE. WHERE A PEDESTRIAN CIRCULATION PATH CROSSES THE CURB RAMP, FLARED SIDES SHALL BE INSTALLED WITH A MAXIMUM SLOPE OF 9.5% FOR DESIGN AND LAYOUT, AND 10% MAXIMUM FOR WORK ACCEPTANCE. THE SLOPE OF FLARED SIDES IS MEASURED PARALLEL TO
- 24. THE BACKSIDE OF A PARALLEL RAMP SHOULD BE GRADED TO A MAXIMUM SLOPE OF 25% TO MATCH EXISTING TERRAIN, UNLESS OTHERWISE SHOWN IN THE CONTRACT DOCUMENTS. WHERE GRADING IS NOT FEASIBLE DUE TO LIMITED ROW OR PHYSICAL CONSTRAINTS, A BACK CURB MAY BE INSTALLED. SEE DETAILS ON SHEET 3 OF 9 AND SHEET 9 OF 9.
- DEPARTMENT PREFERENCE IS TO INSTALL TWO CURB RAMPS AT A STREET CORNER THAT SERVES BOTH CROSSINGS, WHERE EXISTING PHYSICAL CONSTRAINTS PREVENT TWO CURB RAMPS FROM BEING INSTALLED AT A STREET CORNER THAT SERVES BOTH CROSSINGS, A SINGLE DIAGONAL CURB RAMP WILL BE PERMITTED TO SERVE BOTH PEDESTRIAN STREET

#### TURNING SPACE AND CLEAR SPACE NOTES:

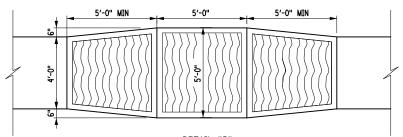
- 26. WHERE A CHANGE IN DIRECTION IS REQUIRED TO UTILIZE A CURB RAMP, A TURNING SPACE SHALL BE PROVIDED AT THE BASE OR THE TOP OF CURB RAMP AS APPLICABLE. TURNING SPACES SHALL BE PERMITTED TO OVERLAP CLEAR SPACES.
- WHERE THERE ARE NO VERTICAL CONSTRAINTS AT THE BACK OF SIDEWALK, (E.G. VERTICAL CURB, BUILDINGS, FENCES) THE TURNING SPACE DIMENSIONS SHALL BE 4'-0" × 4'-0" MINIMUM. WHERE THE TURNING SPACE IS CONSTRAINED AT THE BACK OF SIDEWALK, THE TURNING SPACE SHALL BE 4'-0" X 5'-0" MINIMUM. THE 5'-0" DIMENSION SHALL BE PROVIDED PERPENDICULAR TO THE CONSTRAINT.
- TURNING SPACES SHALL NOT BE DESIGNED WITH CROSS SLOPE GREATER THAN 1.5% IN ANY DIRECTION, WHILE PROVIDING POSITIVE DRAINAGE. THE MAXIMUM CROSS SLOPE FOR WORK ACCEPTANCE IS 2.0%. A NONSTANDARD FEATURE JUSTIFICATION IS REQUIRED WHERE TURNING SPACES EXCEED 2.0% IN ANY DIRECTION.
- BEYOND THE BOTTOM GRADE BREAK, A CLEAR SPACE OF 4'-0" x 4'-0" MINIMUM SHALL BE PROVIDED WITHIN THE WIDTH OF THE PEDESTRIAN CROSSWALK, AND OUTSIDE THE PARALLEL VEHICLE TRAVEL LANE. THE CLEAR SPACE MAY OVERLAP TURNING SPACES, DETECTABLE WARNING SURFACES, AND DROP CURBS.

#### DETECTABLE WARNING NOTES:

- DETECTABLE WARNING SURFACES SHALL BE PROVIDED AT THE FOLLOWING LOCATIONS ON PEDESTRIAN ACCESS ROUTES:
  - A. CURB RAMPS AND BLENDED TRANSITIONS AT PEDESTRIAN STREET CROSSINGS.
  - PEDESTRIAN REFUGE ISLANDS (WHERE THE LENGTH OF THE PEDESTRIAN ACCESS ROUTE ACROSS THE REFUGE ISLAND IS GREATER THAN OR EQUAL TO 6 FEET).
  - PEDESTRIAN AT-GRADE RAIL CROSSINGS NOT LOCATED WITHIN A STREET OR HIGHWAY.
- 31. DETECTABLE WARNING SURFACES SHALL BE PROVIDED WHERE THE PEDESTRIAN ACCESS ROUTE CROSSES DRIVEWAYS WITH SIGNAL, YIELD OR STOP CONTROL. DETECTABLE WARNING SURFACES SHALL NOT BE PROVIDED AT CROSSINGS OF UNCONTROLLED DRIVEWAY APRONS.
- SOME DETECTABLE WARNING PRODUCTS REQUIRE A CONCRETE BORDER FOR PROPER INSTALLATION. IF REQUIRED, THE BORDER SHALL NOT EXCEED 2". WHERE THE BACK OF CURB EDGE IS TOOLED TO PROVIDE A RADIUS, THE BORDER DIMENSION SHALL BE MEASURED
- THE DETAILS PROVIDED ARE NOT DRAWN TO SCALE. THE QUANTITY OF DOMES DEPICTED ON THE DETECTABLE WARNING UNIT IS FOR ILLUSTRATION ONLY. THE SIZE OF THE DETECTABLE WARNING FIELD SHALL BE 24" MINIMUM IN THE DIRECTION OF TRAVEL AND SHALL EXTEND THE FULL WIDTH OF THE CURB RAMP OR FLUSH SURFACE, EXCLUDING ANY FLARED SIDES. THE WIDTH OF THE DETECTABLE WARNING FIELD INCLUDES A CONCRETE
- 34. ON SLOPES OF 5% OR GREATER, THE ROWS OF DOMES SHALL BE ALIGNED TO BE PERPENDICULAR OR RADIAL TO THE LOWER GRADE BREAK ON THE RAMP RUN. WHERE DOMES ARE ARRAYED RADIALLY THEY MAY DIFFER IN DOME DIAMETER AND CENTER-TO-CENTER SPACING WITHIN THE RANGES SPECIFIED ON SHEET 2. ON SLOPES LESS THAN 5%, DOME ORIENTATION IS LESS CRITICAL AND MAY DIFFER FROM PERPENDICULAR OR RADIAL ALIGNMENT TO THE GRADE BREAK.
- THE DETECTABLE WARNING FIELD SHALL BE THE COLOR SPECIFIED IN THE CONTRACT DOCUMENTS OR MEET THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS, DETECTABLE WARNING SURFACES SHALL CONTRAST VISUALLY WITH ADJACENT GUTTER, STREET OR HIGHWAY, OR PEDESTRIAN ACCESS ROUTE SURFACE, EITHER LIGHT-ON-DARK OR



DETAIL "A"
ACCESSIBLE PASSING SPACE TRANSITION ONE SIDE TAPERS



DETAIL "B"
ACCESSIBLE PASSING SPACE TRANSITION BOTH SIDES TAPER

DESIGN ELEMENT TOLERANCES						
ELEMENT	DESIGN AND FIELD LAYOUT LIMIT	LIMIT FOR WORK ACCEPTANCE				
SIDEWALK CROSS SLOPE - SEE NOTE 12	1.5% MAX.	2.0% MAX.				
SIDEWALK GRADE (RUNNING SLOPE) - SEE NOTE 11	4.5% MAX.	5.0% MAX.				
CURB RAMP GRADE (RUNNING SLOPE) - SEE NOTE 21	7.5% MAX.	8.3% MAX.				
BLENDED TRANSITION GRADE (RUNNING SLOPE) - SEE NOTE 7	4.5% MAX.	5.0% MAX.				

ALL VALUES SHOWN ON THE 608-01 STANDARD SHEETS REFER TO DESIGN AND FIELD LAYOUT LIMITS.

FOR ADDITIONAL REQUIREMENTS AND TOLERANCES, SEE "CRITICAL ELEMENTS FOR THE DESIGN, LAYOUT, AND CONSTRUCTION OF PEDESTRIAN FACILITIES" AVAILABLE ON THE NYSDOT HIGHWAY DESIGN MANUAL CHAPTER 18 WEBSITE.



SIDEWALK AND CURB RAMP DETAILS (SHEET 1 OF 9)

APPROVED MARCH 07, 2016

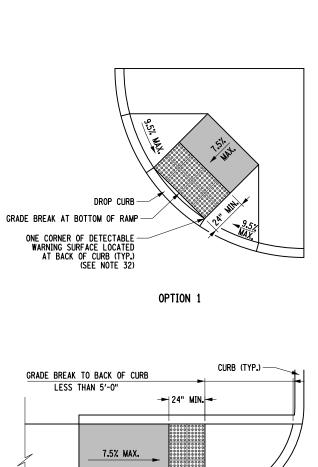
ISSUED UNDER EB 16-012

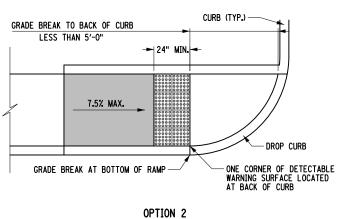
/S/ RICHARD W. LEE. P.E. DEPUTY CHIEF ENGINEER

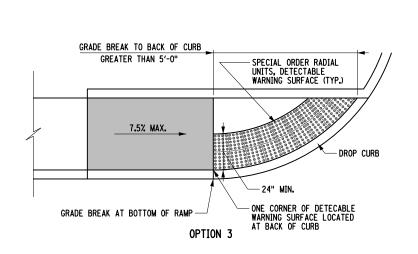
608-01

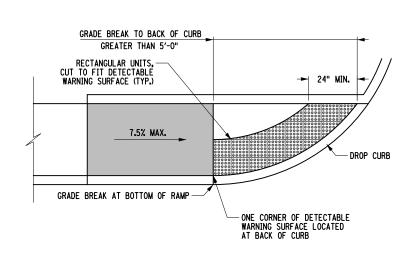




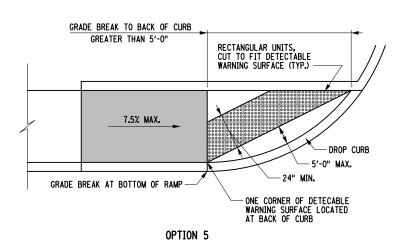


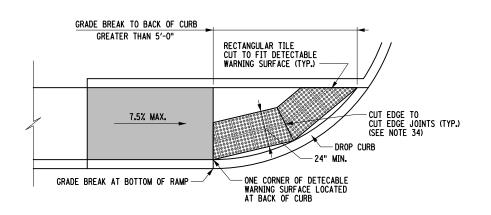






OPTION 4

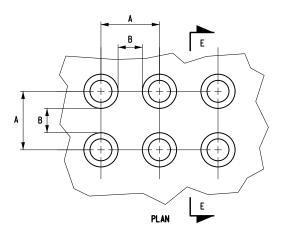




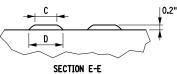
OPTION 6

## DETECTABLE WARNING SURFACE (DWS) PLACEMENT OPTION DETAILS

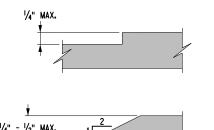
ALL NOTES REFERENCED ON THIS SHEET CAN BE FOUND ON STANDARD SHEET 608-01, SHEET 1 OF 9.



TRUNCATED DOME DIMENSIONS							
DIM.	MIN. (IN)	MAX. (IN)					
A	1.6"	2.4"					
В	0.65"	1.5"					
С	50% - 65%	OF D DIM.					
D	0.9"	1.4"					

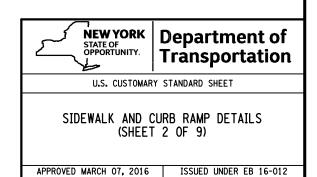


DETECTABLE WARNING SURFACE (DWS)
TRUNCATED DOME DETAILS





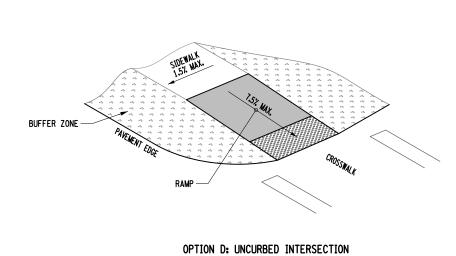
VERTICAL SURFACE DISCONTINUITIES SEE NOTE 6 ON SHEET 1 OF 9



/S/ RICHARD W. LEE, P.E. 608-01

DEPUTY CHIEF ENGINEER

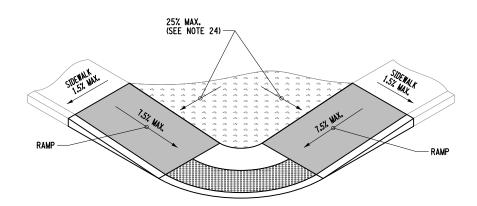
OPTION C: RETURN CURB



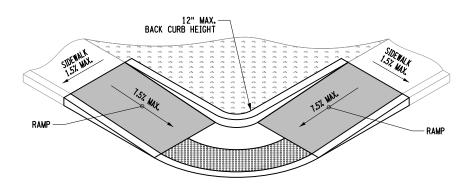
OPTION B: GRADED EARTH

RAMP SIDE CONFIGURATIONS

BUFFER ZONE

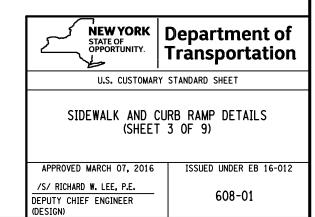


OPTION A: GRADED EARTH AND TURF



OPTION B: BACK CURB

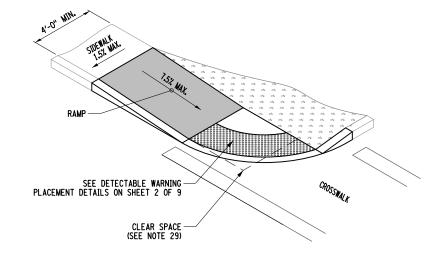
PARALLEL RAMP BACK TREATMENTS



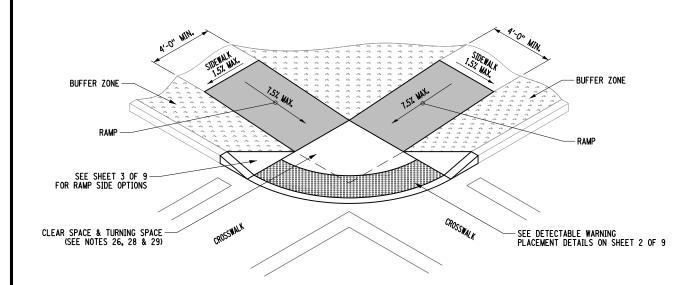
BUFFER ZONE

ALL NOTES REFERENCED ON THIS SHEET CAN BE FOUND ON STANDARD SHEET 608-01, SHEET 1 OF 9.

CURB RAMP CONFIGURATION: TYPE 1

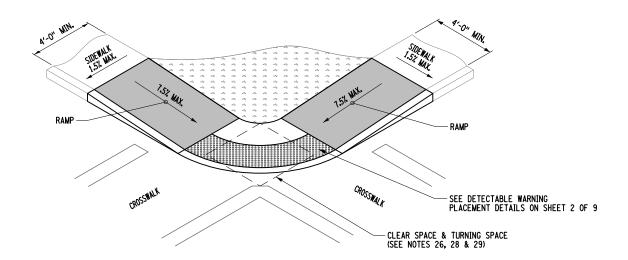


CURB RAMP CONFIGURATION: TYPE 2

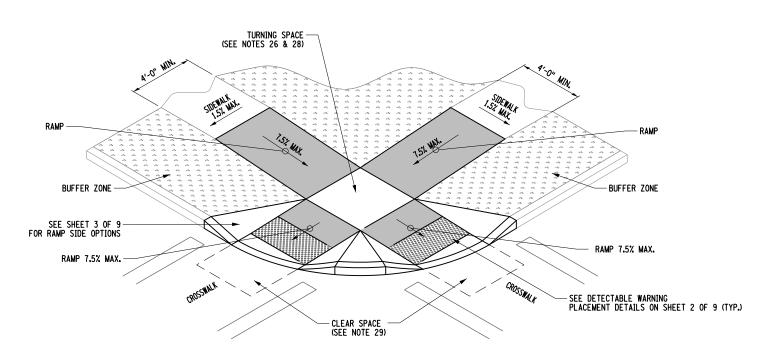


CURB RAMP CONFIGURATION: TYPE 3

ALL NOTES REFERENCED ON THIS SHEET CAN BE FOUND ON STANDARD SHEET 608-01, SHEET 1 OF 9.



CURB RAMP CONFIGURATION: TYPE 4







SIDEWALK AND CURB RAMP DETAILS (SHEET 4 OF 9)

APPROVED MARCH 07, 2016 /S/ RICHARD W. LEE, P.E.

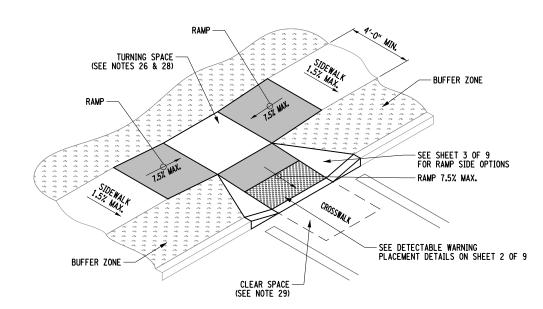
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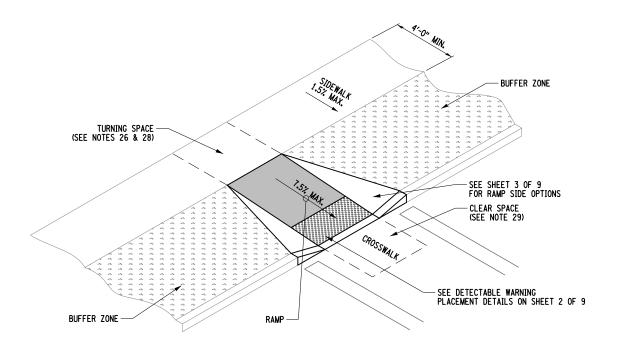
DEPUTY CHIEF ENGINEER

ISSUED UNDER EB 16-012

# CURB RAMP CONFIGURATION: TYPE 9 MID BLOCK CROSSING OR T INTERSECTION



CURB RAMP CONFIGURATION: TYPE 10 MID BLOCK CROSSING OR T INTERSECTION



CURB RAMP CONFIGURATION: TYPE 11 MID BLOCK CROSSING OR T INTERSECTION



U.S. CUSTOMARY STANDARD SHEET

SIDEWALK AND CURB RAMP DETAILS (SHEET 6 OF 9)

APPROVED MARCH 07, 2016
/S/ RICHARD W. LEE, P.E.

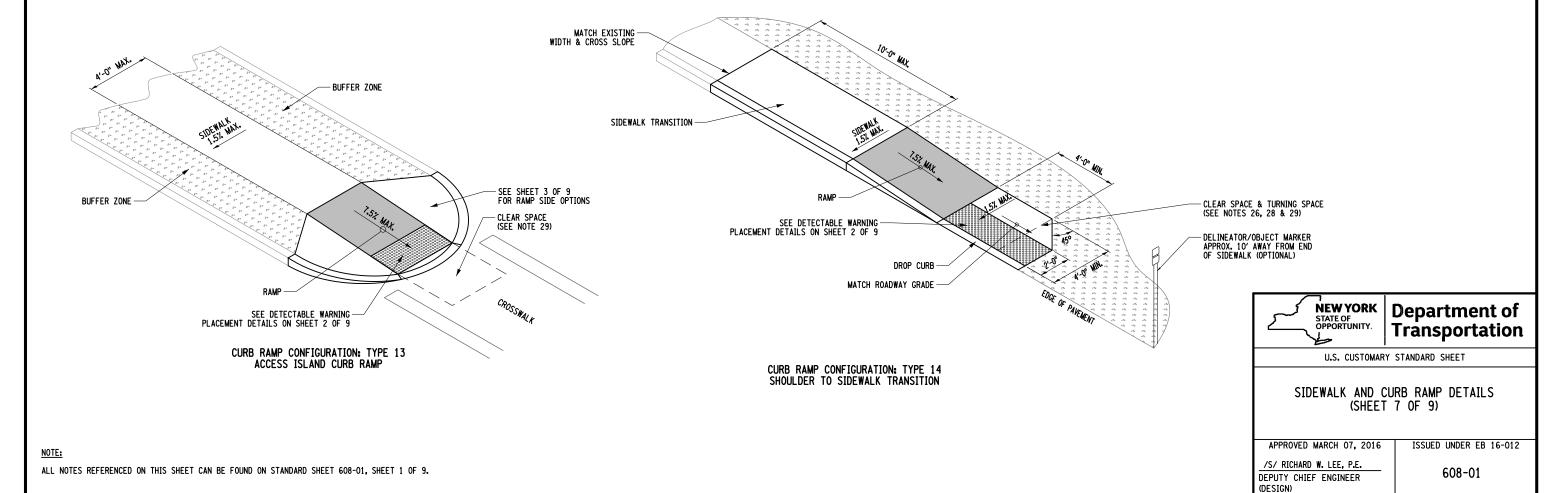
DEPUTY CHIEF ENGINEER

ISSUED UNDER EB 16-012 608-01

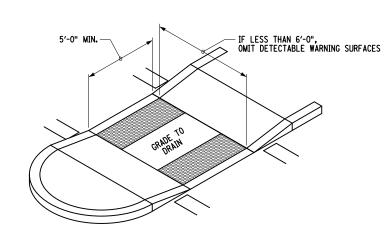
NOTE:

ALL NOTES REFERENCED ON THIS SHEET CAN BE FOUND ON STANDARD SHEET 608-01, SHEET 1 OF 9.

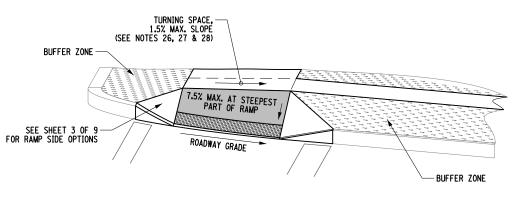
CURB RAMP CONFIGURATION: TYPE 12 RIGHT TURN ISLAND CUT THROUGH



## DETECTABLE WARNINGS AT RAILROAD CROSSING

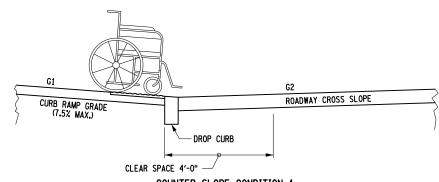


DETECTABLE WARNINGS AT PEDESTRIAN REFUGE ISLANDS NON-ELEVATED CROSSING



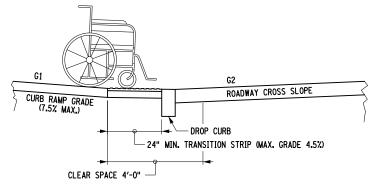
# CURB RAMP CROSS SLOPE TRANSITION

REFER TO NOTE 22 ON SHEET 1 OF 9 FOR CROSS SLOPE REQUIREMENTS



# COUNTER SLOPE CONDITION 1

A = | G2 - G1 |
ALGEBRAIC DIFFERENCE BETWEEN ROADWAY CROSS SLOPE
AND CURB RAMP GRADE IS LESS THAN 12.5%.

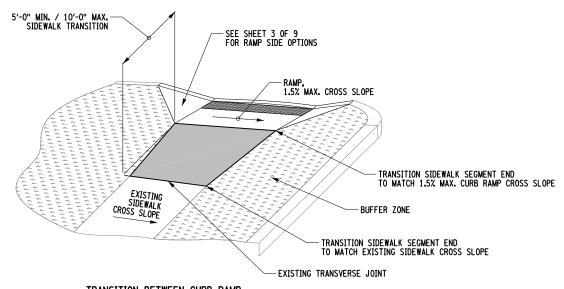


# COUNTER SLOPE CONDITION 2

A = | G2 - G1 |

ALGEBRAIC DIFFERENCE BETWEEN ROADWAY SLOPE
AND CURB RAMP GRADE IS GREATER THAN 12.5%.

TRANSITION STRIP REQUIRED (MAX. GRADE 4.5%)



TRANSITION BETWEEN CURB RAMP AND EXISTING SIDEWALK USE FOR CROSS SLOPE AND WIDTH TRANSITIONS NEW YORK STATE OF OPPORTUNITY.

# Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

SIDEWALK AND CURB RAMP DETAILS (SHEET 8 OF 9)

APPROVED MARCH 07, 2016

ISSUED UNDER EB 16-012

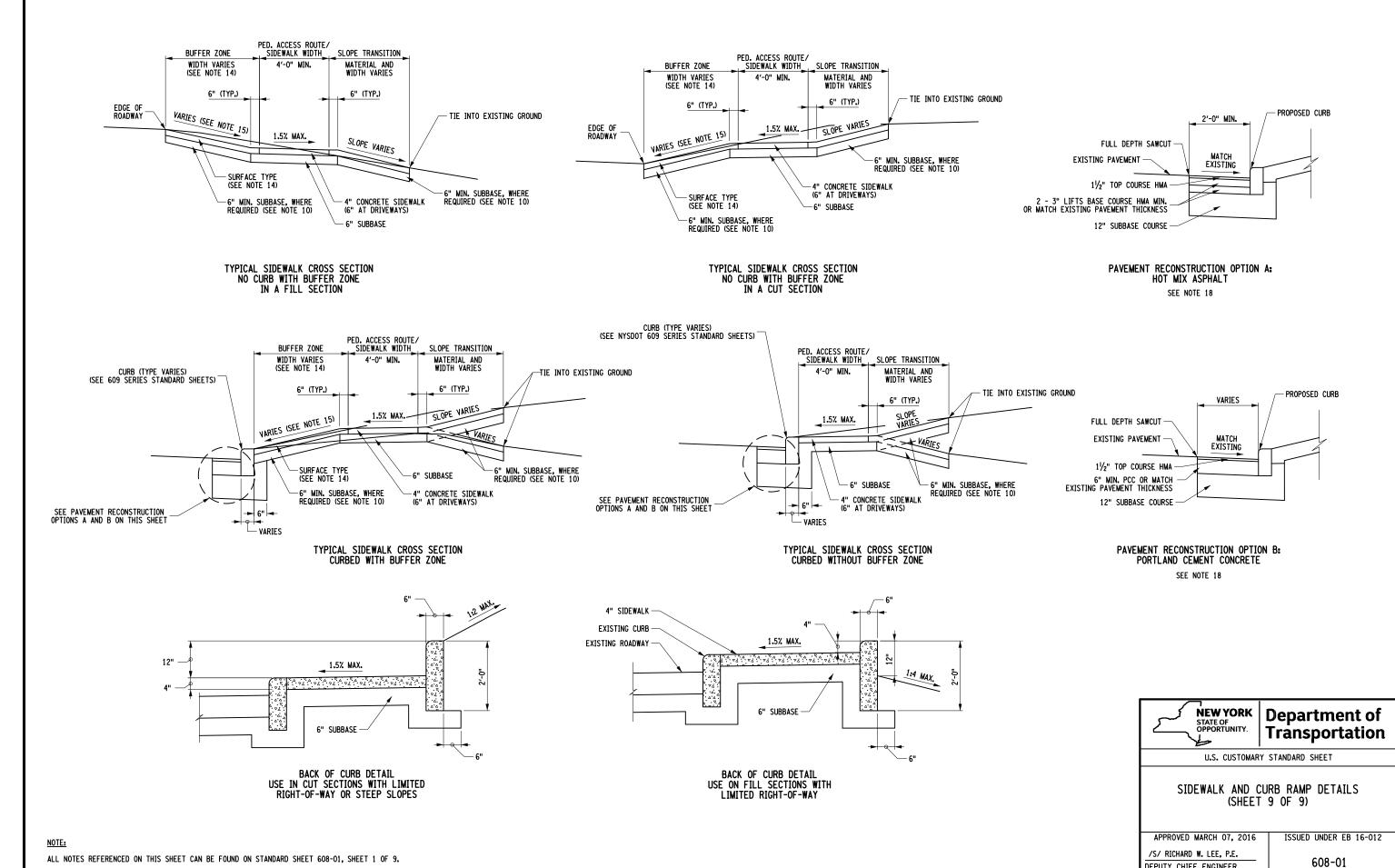
/S/ RICHARD W. LEE, P.E.
DEPUTY CHIEF ENGINEER

608-01

NOTE:

ALL NOTES REFERENCED ON THIS SHEET CAN BE FOUND ON STANDARD SHEET 608-01, SHEET 1 OF 9.

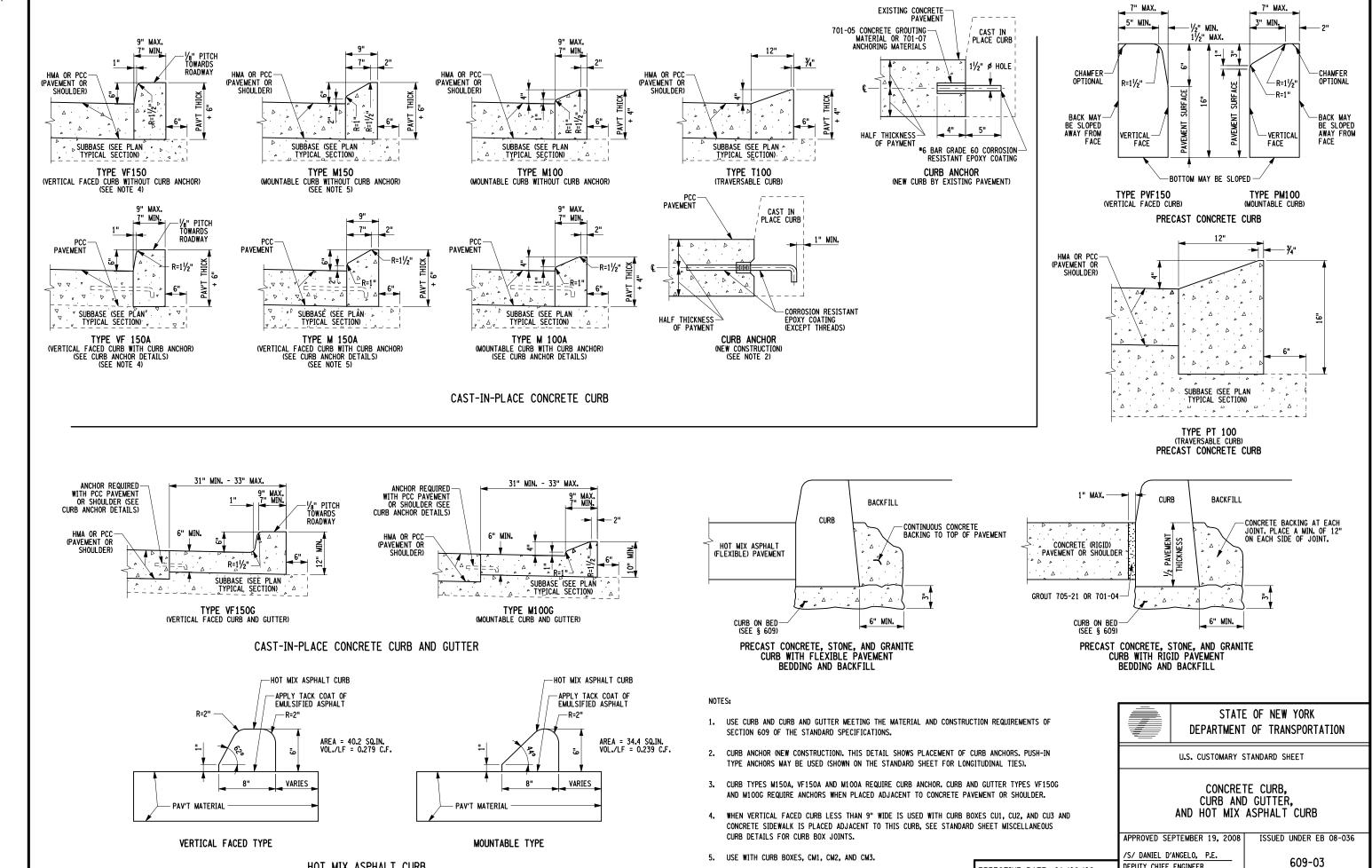




DEPUTY CHIEF ENGINEER

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DATE/TIME ::
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DEPUTY CHIEF ENGINEER

(DESIGN)

EFFECTIVE DATE: 01/08/09

HOT MIX ASPHALT CURB

- 1. THE TYPICAL DETAILS DEPICTED ON THE STANDARD SHEETS AND IN THE MUTCD, REFLECT THE MINIMUM REQUIREMENTS.
- 2. THE CONTRACTOR MUST SUBMIT TO THE ENGINEER, IN WRITING, PROPOSED REVISIONS TO THE TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL BY THE REGIONAL DIRECTOR OR HIS/HER DESIGNEE FIVE (5) WORK DAYS PRIOR TO THE PLANNED IMPLEMENTATION OF SUCH PROPOSED REVISIONS, EXCEPT FOR CHANGES THAT ALTER THE SCOPE OF THE TRAFFIC CONTROL PLAN. SUCH CHANGES IN SCOPE MUST BE SUBMITTED TO THE ENGINEER FOR APPROVAL BY THE REGIONAL DIRECTOR OR HIS/HER DESIGNEE THIRTY (30) WORKING DAYS PRIOR TO IMPLEMENTATION OF SUCH REVISIONS.
- 3. THE CONTRACTOR SHALL PROVIDE THE ENGINEER, IN WRITING, WITH THE NAMES, ADDRESSES, AND TELEPHONE NUMBERS OF STAFF WHO ARE AUTHORIZED TO SECURE LABOR, MATERIALS, AND EQUIPMENT FOR EMERGENCY REPAIRS OUTSIDE NORMAL WORKING HOURS. THE ENGINEER WILL PROVIDE THE SUBMITTED INFORMATION TO REGIONAL MANAGEMENT, THE NEW YORK STATE POLICE, THE RESIDENT ENGINEER, AND THE LOCAL POLICE.

#### CTIVITY ARE

- THE CONTRACTOR SHALL MAINTAIN A MINIMUM 500' LONGITUDINAL DISTANCE BETWEEN CONSTRUCTION OPERATIONS ON ALTERNATE SIDES OF THE ROADWAY, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- 2. WHEN TWO OR MORE AREAS ARE ADJACENT, OVERLAP, OR ARE IN CLOSE PROXIMITY, THE CONTRACTOR SHALL ENSURE THERE ARE NO CONFLICTING SIGNS AND THAT LANE CONTINUITY IS MAINTAINED THROUGHOUT ALL WORK AREAS.

#### STONS

- THE LOCATIONS OF THE SIGNS SHOWN ON THE WORK ZONE TRAFFIC CONTROL PLANS AND DETAILS MAY BE ADJUSTED BASED ON SIGHT DISTANCE AND OTHER CONSIDERATIONS. THE FINAL LOCATIONS OF SIGNS ARE SUBJECT TO APPROVAL OF THE ENGINEER.
- ANY EXISTING SIGNS, INCLUDING OVERHEAD SIGNS, WHICH CONFLICT WITH THE TEMPORARY TRAFFIC CONTROL SIGN LAYOUT SHALL BE COVERED, REMOVED, STORED OR RESET, AS APPROVED BY THE ENGINEER. ALL APPROPRIATE EXISTING SIGNS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AND/OR LOCATION UNLESS OTHERWISE REPLACED IN THIS CONTRACT.
- SIGNS AT OR NEAR INTERSECTIONS SHALL BE PLACED SO THAT THEY DO NOT OBSTRUCT A MOTORIST'S LINE OF SIGHT.
- 4. ALL WARNING AND REGULATORY SIGNS SHALL BE POSTED ON BOTH SIDES OF MULTI-LANE DIVIDED HIGHWAYS, MULTI-LANE RAMPS, AND ONE-WAY STREETS. IN CASES WHERE LANE RESTRICTIONS REDUCE THE TRAVEL LANE TO ONE LANE, SIGNS SHALL BE POSTED ON THE RIGHT SIDE OF THE ACTIVE TRAVEL LANE, UNLESS OTHERWISE AUTHORIZED BY THE FINITHEFR.
- SIGNS MOUNTED ON THE MEDIAN OF DIVIDED HIGHWAYS WHERE MEDIAN BARRIER IS IN PLACE MAY BE MOUNTED ON THE BARRIER WITH A SADDLE TYPE BRACKET. LAYING THE SIGN DOWN IN A HORIZONTAL POSITION IS NOT PERMITTED.
- THE DIMENSIONS OF WORK ZONE TRAFFIC CONTROL SIGNS ARE DESCRIBED IN THE MUTCD, ANY CHANGES TO THE DIMENSIONS SHALL BE APPROVED BY THE REGIONAL DIRECTOR OR BY HIS/HER DESIGNEF.
- 7. NYR9-12 MAY BE USED IN PLACE OF NYR9-11.

#### CHANNELIZING DEVICES

 WHERE POSSIBLE ALL CHANNELIZING AND GUIDING DEVICES ARE TO BE PLACED SO AS TO PROVIDE A MINIMUM 2' LATERAL CLEARANCE TO THE TRAVELED WAY.

#### PUBLIC ACCES

- PROPERTY OWNERS WHOSE DRIVEWAYS WILL BE MADE INACCESSIBLE SHALL BE NOTIFIED BY
  THE CONTRACTOR AT LEAST 24 HOURS PRIOR TO RESTRICTING USE OF THE DRIVEWAY, FOR
  MULTIPLE ACCESS PROPERTIES, AT LEAST ONE DRIVEWAY SHALL BE OPEN AT ALL TIMES.
  ACCESS SHALL BE RESTORED TO ALL DRIVEWAYS AS SOON AS POSSIBLE.
- SUITABLE RAMPS SHALL BE INSTALLED TO MAINTAIN SMOOTH TRANSITIONS FROM RESIDENTIAL AND COMMERCIAL DRIVEWAYS TO AND FROM THE WORK AREA.

#### LANE CLOSURE

- THE CONTRACTOR SHALL LOCATE LANE CLOSURES TO PROVIDE OPTIMUM VISIBILITY, I.E. BEFORE CURVES AND CRESTS, TO THE EXTENT CONDITIONS PERMIT.
- 2. THE ENGINEER MAY REQUIRE THAT ALL LANES BE RE-OPENED AT ANY TIME IF THE ROUTE IS NEEDED FOR EMERGENCY PURPOSES. THIS COULD INCLUDE INCIDENTS AT LOCATIONS OUTSIDE THE CONTRACT LIMITS.

#### LANE WIDTH

- UNLESS AUTHORIZED BY THE ENGINEER, THE MINIMUM LANE WIDTHS FOR WORK ZONE TRAVEL LANES SHALL BE AS FOLLOWS: FREEWAYS AND/OR EXPRESSWAYS IS 11'. THE MINIMUM LANE WIDTH FOR ALL OTHER TYPES OF ROADWAYS IS 10'.
- THE CONTRACTOR SHALL PROVIDE A WRITTEN NOTICE TO THE ENGINEER, A MINIMUM OF 21 CALENDAR DAYS IN ADVANCE OF PERFORMING ANY WORK THAT RESULTS IN THE REDUCED WIDTH OF AN EXISTING ROADWAY, SO THAT THE ENGINEER MAY NOTIFY THE REGIONAL PERMIT ENGINEER IN A TIMELY MANNER.

#### BARRIER/SHADOW VEHICLES

- BARRIER AND SHADOW VEHICLES SHALL BE REQUIRED AS PER STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES".
- NO WORK ACTIVITY, EQUIPMENT, VEHICLES AND/OR MATERIALS SHALL BE LOCATED BETWEEN THE BARRIER OR SHADOW VEHICLE AND THE ACTIVE WORK AREA (ROLL AHEAD DISTANCE).
- 3. THE CONTRACTOR MAY BE REQUIRED TO PROVIDE A BARRIER VEHICLE IN CONJUNCTION WITH POLICE PRESENCE IN THE WORK ZONE, TO BE INCLUDED IN THE UNIT BID PRICE FOR BASIC WORK ZONE TRAFFIC CONTROL.



STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL GENERAL NOTES

APPROVED SEPTEMBER 18, 2008

/S/ DAVID J. CLEMENTS, P.E.
DIRECTOR, OFFICE OF
TRAFFIC SAFETY AND MOBILITY

619-10

ISSUED UNDER EB 08-036

#### TABLE NY1-A BARRIER VEHICLE USE REQUIREMENTS (LONG TERM, INTERMEDIATE TERM, AND SHORT TERM STATIONARY CLOSURES)

		USE REQUIREMENTS 4,5					
CLOSURE TYPE	EXPOSURE CONDITION 1	FREEWAY	NON-FREEWAY (PRECONSTRUCTION POSTED SPEED LIMIT)				
		FREEWAI	≥ 45 MPH	35-40 MPH	≤ 30 MPH		
LANE OF COURT	WORKERS ON FOOT OR IN VEHICLES EXPOSED TO TRAFFIC	REQUIRED <sup>3</sup>	REQUIRED <sup>3</sup>	REQUIRED <sup>3</sup>	OPTIONAL <sup>2</sup>		
LANE CLOSURE	NON-TRAVERSABLE HAZARD (IE. EQUIPMENT, MATERIALS, EXCAVATION) ONLY NO WORKERS EXPOSED	REQUIRED <sup>3</sup>	REQUIRED <sup>3</sup>	OPTIONAL <sup>2</sup>	OPTIONAL <sup>2</sup>		
CHAIR BED, OLOCUPE	WORKERS ON FOOT OR IN VEHICLES EXPOSED TO TRAFFIC	REQUIRED <sup>3</sup>	REQUIRED <sup>3</sup>	OPTIONAL <sup>2</sup>	OPTIONAL <sup>2</sup>		
SHOULDER CLOSURE	NON-TRAVERSABLE HAZARD (IE. EQUIPMENT, MATERIALS, EXCAVATION) ONLY NO WORKERS EXPOSED	REQUIRED <sup>3</sup>	OPTIONAL <sup>2</sup>	OPTIONAL <sup>2</sup>	OPTIONAL <sup>2</sup>		

- THE EXPOSURE CONDITIONS DESCRIBED IN TABLE NY1-A ASSUMES THERE IS NO POSITIVE PROTECTION (TEMPORARY TRAFFIC BARRIER) PRESENT. WHERE WORKERS OR HAZARDS ARE PROTECTED BY A TEMPORARY TRAFFIC BARRIER, BARRIER VEHICLES ARE NOT REQUIRED.
- 2. WHERE THE REQUIREMENT IS "OPTIONAL", EITHER A BARRIER VEHICLE OR THE STANDARD LONGITUDINAL BUFFER SPACE (TABLE 6C-2) SHALL BE PROVIDED.
- REQUIREMENTS SHALL INCLUDE PROVIDING A SEPARATE BARRIER VEHICLE FOR EACH CLOSED LANE AND EACH CLOSED PAVED SHOULDER 8' OR GREATER IN WIDTH. IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE BARRIER VEHICLE SHALL BE REPOSITIONED ACCORDINGLY. BARRIER VEHICLES PROTECTING NON-TRANSVERSABLE HAZARDS SHALL REMAIN IN PLACE DURING BOTH WORKING AND NON-WORKING HOURS UNTIL THE HAZARD NO LONGER EXISTS. EXCEPTIONS TO THESE REQUIREMENTS MAY BE MADE, AS APPROVED BY THE REGIONAL DIRECTOR OR HIS/HER DESIGNEE WHERE BARRIER VEHICLE PLACEMENT WOULD BE INEFFECTIVE OR WOULD INTERFERE WITH THE SAFE
- BARRIER VEHICLES ARE NOT REQUIRED FOR MILLING AND/OR PAVING OPERATIONS, BUT THE STANDARD LONGITUDINAL BUFFER SPACE (TABLE 6C-2) SHALL BE PROVIDED.
- BARRIER VEHICLES ARE NOT REQUIRED FOR FLAGGING OPERATIONS, BUT THE STANDARD LONGITUDINAL BUFFER SPACE (TABLE6C-2) SHALL BE PROVIDED.

## TABLE NY1-B SHADOW VEHICLE USE REQUIREMENTS

(MODILE CLUSUKES)								
				USE REQUI	REMENTS			
CLOSURE	TYPE	EXPOSURE CONDITION	FREEWAY	NON-FREEWAY (PRECONSTRU		SPEED LIMIT)		
			FREEWAT	≥ 45 MPH	35-40 MPH	≤ 30 MPH		
LANE CLO	SURE	WHEN ANY WORKER, VEHICLE, OR OTHER HAZARD IS EXPOSED TO TRAFFIC	REQUIRED <sup>2,4</sup>	REQUIRED <sup>2,4</sup>	REQUIRED <sup>2,4</sup>	REQUIRED <sup>2,4</sup>		
SHOULDER C	LOSURE	WHEN ANY WORKER, VEHICLE, OR OTHER HAZARD IS EXPOSED TO TRAFFIC	REQUIRED <sup>2,4</sup>	REQUIRED <sup>2,4</sup>	REQUIRED <sup>2,4</sup>	REQUIRED <sup>2,4</sup>		

- A MOBILE CLOSURE SHALL BE USED FOR ANY WORK ACTIVITY THAT MOVES CONTINUOUSLY OR INTERMITTENTLY ALONG THE TRAVELED WAY OR SHOULDER SLOWER THAN THE PREVAILING SPEED OF TRAFFIC. CHANNELIZING DEVICES ARE NOT USED FOR MOBILE CLOSURES.
- 2. SHADOW VEHICLES SHALL BE EQUIPPED WITH AN APPROVED REAR MOUNTED ATTENUATOR (TRUCK MOUNTED OR TRAILER MOUNTED) FOR THE FOLLOWING MOBILE CLOSURES: LANE CLOSURES ON FREEWAYS, LANE CLOSURES ON NON-FREEWAY ROADWAYS HAVING A PRE-CONSTRUCTION POSTED SPEED LIMIT OF 35 MPH OR MORE, SHOULDER CLOSURES ON FREEWAYS, AND SHOULDER CLOSURES ON NON-FREEWAY ROADWAYS HAVING A PRE-CONSTRUCTION SPEED LIMIT OF 45 MPH OR MORE.
- 3. FOR MOBILE LANE CLOSURES ON NON-FREEWAY ROADWAYS HAVING A PRE-CONSTRUCTION POSTED SPEED LIMIT OF 30 MPH OR LESS AND MOBILE SHOULDER CLOSURES ON NON-FREEWAY ROADWAYS HAVING A PRE-CONSTRUCTION SPEED LIMIT OF 40 MPH OR LESS, SHADOW VEHICLES ARE NOT REQUIRED TO BE EQUIPPED WITH A REAR MOUNTED
- 4. A SHADOW VEHICLE IS USED TO PROTECT EXPOSED WORKERS (ON FOOT OR IN A VEHICLE) AND SHALL BE REQUIRED A SHADOW VEHICLE IS USED TO PROTECT EXPOSED WORKERS TON FOOT OR IN A VEHICLE AND SHALL BE REQUIRED.

  FOR ALL MOBILE CLOSURES. SHADOW VEHICLE REQUIREMENTS SHALL INCLUDE PROVIDING A SEPARATE SHADOW VEHICLE FOR EACH CLOSED LANE AND EACH CLOSED PAVED SHOULDER 8' OR GREATER IN WIDTH. ADDITIONAL SHADOW VEHICLES MAY BE REQUIRED TO PROMOTE THE SAFE OPERATION OF TRAFFIC AND THE INCREASED PROTECTION OF EXPOSED WORKERS, AS DIRECTED BY THE REGIONAL DIRECTOR OR HIS/HER DESIGNEE.

#### TABLE 6H-4 FORMULAS FOR DETERMINING TAPER LENGTHS

SPEED LIMIT (S) (MPH)	TAPER LENGTH (L) (FT.)	L - TARER LENGTH
(40 MPH) OR LESS	L = WS <sup>2</sup> /60	L = TAPER LENGTH W = WIDTH OF OFFSET (FT.) S = PRECONSTRUCTION POSTED SPEED LIMIT (MPH
(45 MPH) OR MORE	L = WS	

#### STANDARD TAPER LENGTHS

ATERAL SHIFT	TEMPORARY TRAFFIC CONTROL ZONE POSTED SPEED							LIMIT		
LOW PATH	(25 MPH)	(30 MPH)	(35 MPH)	(40 MPH)	(45 MPH)	(50 MPH)	(55 MPH)	(60 MPH)	(65 MPH)	(70 MPH)
4	45	60	85	110	180	200	220	240	260	280
5	55	75	105	135	225	250	275	300	325	350
6	65	90	125	160	270	300	330	360	390	420
7	75	105	145	190	315	350	385	420	455	490
8	85	120	165	215	360	400	440	480	520	560
9	95	135	185	240	405	450	495	540	585	630
10	105	150	205	270	450	500	550	600	650	700
11	115	165	225	295	495	550	605	660	715	770
12	125	180	245	320	540	600	660	720	780	840

DISTANCE

PLACEMENT DISTANCE (FT.)

MINIMUM MAXIMUM MINIMUM MAXIMUM

100 FT. | 200 FT. | 100 FT. | 200 FT.

PLACEMENT DISTANCE (FT.)

SHADOW VEHICLES\*\*

MINIMUM MAXIMUM MINIMUM MAXIMUM

230 FT. 330 FT. 180 FT. 280 FT.

180 FT. 280 FT. 150 FT. 250 FT.

100 FT. 200 FT. 100 FT. 200 FT.

(24000 LBS.)

165 FT.

100 FT.

BARRIER VEHICLES\*

TABLE 6C-2 LONGITUDINAL BUFFER SPACE

TABLE NY2-A
PLACEMENT DISTANCE FOR BARRIER VEHICLES

100 FT. 200 FT. 85 FT. 85 FT. 165 FT. 50 FT.

(18000 LBS.)

BARRIER VEHICLE - VEHICLE USED FOR STATIONARY SHOULDER CLOSURES, LANE CLOSURES, AND OTHER STATIONARY WORK ZONES.

TABLE NY2-B PLACEMENT DISTANCE FOR SHADOW VEHICLES

(18000 LBS.)

SHADOW VEHICLE - VEHICLE USED FOR MOBILE OR SHORT DURATION

MINIMUM DISTANCE SHOWN REFLECTS THE ACTUAL ROLL AHEAD

\* AS DEFINED IN NYSDOT STANDARD SPECIFICATION 619:

MINIMUM DISTANCE SHOWN REFLECTS THE ACTUAL ROLL AHEAD DISTANCE FROM MANUFACTURER.

• AS DEFINED IN NYSDOT STANDARD SPECIFICATION 619:

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)

PRECONSTRUCTION

SPEED LIMIT

> 55

< 45

45 - 55

PRECONSTRUCTION

> 55

< 45

DISTANCE FROM MANUFACTURER.

POSTED SPEED LIMIT

(MPH)

#### TAPER LENGTH FOR TEMPORARY TRAFFIC CONTROL ZONES

TYPE OF TAPER	TAPER LENGTH (L)
MERGING TAPER	L
SHIFTING TAPER	L/2
SHOULDER TAPER	L/3
ONE-LANE, TWO-WAY TRAFFIC TAPER	100 FT. MAXIMUM
DOWNSTREAM TAPER	100 FT. PER LANE

#### TABLE 619-4 FLARE RATES FOR POSITIVE BARRIER

	POSTED SPEED LIMIT						
TYPE OF POSITIVE BARRIER	30 MPH	40 MPH	50 MPH	55 MPH	65 MPH		
TEMPORARY CONCRETE BARRIER	8:1	11:1	14:1	16:1	20:1		
BOX BEAM OR HEAVY POST CORRUGATED BEAM	7:1	9:1	11:1	12:1	15:1		

## TABLE NY6H-3 ADVANCE WARNING SIGN SPACING

ADVANCE WANTING STON SI ACTIVO						
	DISTANC	BETWEE	SIGN LEGEND			
ROAD TYPE	A (FT.)	B (FT.)	C (FT.)	XX	YY	
URBAN (≤ 30 MPH*)	100	100	100	AHEAD	AHEAD	
URBAN (35-40 MPH*)	200	200	200	AHEAD	AHEAD	
URBAN (≥ 45 MPH*)	350	350	350	1000 FT.	AHEAD	
RURAL	500	500	500	1500 FT.	1000 FT.	
EXPRESSWAY / FREEWAY	1000	1500	2640	1 MILE	1/2 MILE	

\* PRECONSTRUCTION POSTED SPEED LIMIT

URBAN: (MEETS MORE THAN 1 OF THE FOLLOWING CRITERIA) SIDEWALKS, BICYCLE USAGE, CURBING, CLOSED DRAINAGE SYSTEMS, DRIVEWAY DENSITIES GREATER THAN 24 DRIVEWAYS PER MILE, MINOR COMMERCIAL DRIVEWAY DENSITIES OF 10 DRIVEWAYS PER MILE OR GREATER, MAJOR COMMERCIAL DRIVEWAYS, NUMEROUS RIGHT OF WAY CONSTRAINTS, HIGH DENSITY OF CROSS STREETS, 85TH PERCENTILE

RURAL: ANY AREA NOT EXHIBITING MORE THAN ONE OF THE ABOVE

EXPRESSWAY: DIVIDED HIGHWAYS FOR TRAFFIC WITH FULL OR PARTIAL CONTROL OF ACCESS AND GENERALLY WITH GRADE SEPARATIONS AT MAJOR CROSSROADS.

	POSTED SPEED LIMIT					
TYPE OF POSITIVE BARRIER	30 MPH	40 MPH	50 MPH	55 MPH	65 MPH	
TEMPORARY CONCRETE BARRIER	8:1	11:1	14:1	16:1	20:1	
BOX BEAM OR HEAVY POST CORRUGATED BEAM	7:1	9:1	11:1	12:1	15:1	

	DISTANCE	BETWEE	SIGN LEGEND		
ROAD TYPE	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 30 MPH*)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH*)	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH*)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.
EXPRESSWAY / FREEWAY	1000	1500	2640	1 MILE	½ MILE

CHARACTERISTICS.

FREEWAYS/INTERSTATE: LOCAL OR INTER REGIONAL HIGH-SPEED, DIVIDED, HIGH-VOLUME FACILITIES WITH FULL OR PARTIAL CONTROL OF ACCESS.

#### **WORK DURATION DEFINITIONS**

ONG-TERM STATIONARY IS WORK THAT OCCUPIES A LOCATION MORE THAN 3 CONSECUTIVE DAYS.

INTERMEDIATE-TERM STATIONARY IS WORK THAT OCCUPIES A LOCATION MORE THAN ONE DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTIME WORK LASTING MORE THAN 1 HOUR.

SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.

SHORT DURATION IS WORK THAT OCCUPIES A LOCATION UP TO 1 HOUR.

MOBILE IS WORK THAT MOVES INTERMITTENTLY OR CONTINUOUSLY.

SYMBOL DESCRIPTION ••••• ARROW PANEL ARROW PANEL, CAUTION MODE ARROW PANEL TRAILER OR SUPPORT 999  $\vdash$ CHANGEABLE MESSAGE SIGN (PVMS) CHANNELIZING DEVICE CRASH CUSHION/TEMPORARY IMPACT ATTENUATOR DIRECTION OF TEMPORARY TRAFFIC DETOUR  $\Rightarrow$ DIRECTION OF TRAFFIC FLAGGER FLAG TREE PAVEMENT MARKINGS THAT SHALL BE ///// REMOVED FOR A LONG TERM PROJECT SIGN, TEMPORARY TEMPORARY BARRIER -TEMPORARY BARRIER WITH WARNING LIGHTS  $\bigcirc$ TRAFFIC OR PEDESTRIAN SIGNAL TYPE III BARRICADE മ WARNING LIGHTS WORK SPACE WORK VEHICLE WORK VEHICLE WITH TRUCK MOUNTED ATTENUATOR

WORK ZONE TRAFFIC CONTROL LEGEND



STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES

APPROVED SEPTEMBER 18, 2008

/S/ DAVID J. CLEMENTS, P.E. DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

619-11

ISSUED UNDER EB 08-036

	WORK ZONE	TRAFF	IC CONTROL S	IGN TABLE	
SIGN	SIGN DESIGNATION	COLOR CODE	CONVENTIONAL ROAD	EXPRESSWAY	FREEWAY
STATE LAW LICENSE SUSPENDED AFTER TWO WORK ZONE SPEEDING TICKETS	NYR9-11	В	24"X42"	48"X84"	48"X84"
STATE LAW FINES DOUBLED FOR SPEEDING IN WORK ZONES	NYR9-12	В	24"X36"	36"X54"	48"X72"
RUMBLE STRIPS	NYW4-17	A	36"X36"	48"X48"	48"X48"
WET PAINT	NYW8-30	A	48"X24"	48"X24"	48"X24"
STAY IN LANE	NYW8-31	A	48"X24"	48"X24"	48"X24"
DO NOT PASS	NYW8-32	Α	48"X24"	48"X24"	48"X24"
LANE CLOSED	NYW8-33	Α	48"X24"	48"X24"	48"X24"
STOP	R1-1	D	36"X36"	36"X36"	48"X48"
YELD	R1-2	E	36"X36"X36"	48"X48"X48"	60"X60"X60"
SPEED LIMIT XX	R2-1	В	24"X30" OR 30"X36" (SEE NOTE 5)	36"X48"	36"X48"
END Higher Fines Zone	R2-11	В	24"X30"	36"X48"	36"X48"
END WORK ZONE SPEED LIMIT	R2-12	В	24"X36"	36"X54"	36"X54"
DO NOT PASS	R4-1	В	24"X30"	36"X48"	36"X48"
VA	R4-7	В	24"X30"	36"X48"	36"X48"
7	R4-7c Narrow	В	18"X30"		
₹V	R4-8	В	24"X30"	36"X48"	36"X48"
	R4-8c Narrow	В	18"X30"		
STAY IN LANE	R4-9	В	24"X30"	36"X48"	36"X48"
DO NOT ENTER	R5-1	E	36"X36"	36"X36"	48"X48"
PEDESTRIAN CROSSWALK	R9-8	В	36"X18"	36"X18"	
SIDEWALK CLOSED	R9-9	В	24"X12"	24"X12"	
SIDEWALK CLOSED USE OTHER SIDE USE OTHER SIDE	R9-10L R9-10R	В	24"X12"	24"X12"	
SIDEWALK CLOSED AHEAD CROSS HERE SIDEWALK CLOSED AHEAD CROSS HERE	R9-11L R9-11R	В	24"X18"	24"X18"	
CROSS HERE  SIDEWALK CLOSED CROSS HERE	R9-11 aL R9-11 aR	В	24"X12"	24"X12"	
STOP HERE ON RED	R10-6	В	24"X36"	24"X36"	
ROAD CLOSED	R11-2	В	48"X30"	48"X30"	48"X30"

	WORK ZONE	TRAFF	IC CONTROL S	IGN TABLE		
SIGN	SIGN DESIGNATION	COLOR CODE	CONVENTIONAL ROAD	EXPRESSWAY	FREEWAY	
ROAD CLOSED XX MILES AHEAD LOCAL TRAFFIC ONLY	R11-3a	В	60"X30"	60"X30"		
(\$)	W1-4L W1-4R	A	36"X36"	48"X48"	48"X48"	
(1) (1)	W1-4bL W1-4bR	A	36"X36"	48"X48"	48"X48"	
111	W1-4cL W1-4cR	A	36"X36"	48"X48"	48"X48"	
<b>—</b>	W1-6L	А	48"X24"	60"X30"	60"X30"	
<b></b>	W1-6R	A	IO AL I	00 A00	00 830	
<b>(</b>	W1-8L	A (NO BORDER)	18"X24"	30"X36"	30"X36"	
	W1-8R	(NO BORDER)				
	W3-1	A <sup>4</sup>	36"X36"	48"X48"	48"X48"	
<b>\$</b>	W3-2	A <sup>4</sup>	36"X36"	48"X48"	48"X48"	
	W3-3	A <sup>4</sup>	36"X36"	48"X48"	48"X48"	
BE PREPARED TO STOP	W3-4	A	36"X36"	48"X48"	48"X48"	
FEED LINE VALUE OF THE PROPERTY OF THE PROPERT	W3-5	A <sup>4</sup>	36"X36"	48"X48"	48"X48"	
(1)(1)	W4-1L W4-1R	A	36"X36"	48"X48"	48"X48"	
	W4-2L W4-2R	A	36"X36"	48"X48"	48"X48"	

ROADWAY DEFINITIONS:

CONVENTIONAL ROAD - A STREET OR HIGHWAY OTHER THAN A FREEWAY, OR EXPRESSWAY.

EXPRESSWAY - A DIVIDED HIGHWAY WITH PARTIAL CONTROL

FREEWAY - A DIVIDED HIGHWAY WITH FULL CONTROL OF ACCESS.

COLOR CODE LEGEND					
CODE	DESCRIPTION				
A	BLACK LEGEND AND BORDER ON AN ORANGE BACKGROUND				
В	BLACK LEGEND AND BORDER ON A WHITE BACKGROUND				
С	WHITE LEGEND AND BORDER ON A GREEN BACKGROUND				
D	WHITE LEGEND AND BORDER ON A RED BACKGROUND				
E	RED LEGEND AND BORDER ON A WHITE BACKGROUND				
F	BLACK LEGEND AND BORDER ON A FLOURESCENT YELLOW GREEN BACKGROUND				
G	WHITE LEGEND AND BORDER ON A BLUE AND RED BACKGROUND				

#### NOTES:

- 1. DIMENSIONS ARE SHOWN AS WIDTH X HEIGHT.
- 2. FOR SIGNAGE NOT SHOWN ON THESE TABLES REFER TO THE M.U.T.C.D.
- COLORS FOR DIRECTION PLAQUES, ADVANCE TURN ARROWS, AND DIRECTIONAL ARROWS SHALL MATCH THE ROUTE OR INTERSTATE SIGN THAT THEY SUPPLEMENT AS PER THE M.U.T.C.D.
- 4. MULTICOLORED SYMBOL IMPOSED ON SIGN WITH BLACK LEGEND AND BORDER ON AN ORANGE BACKGROUND.
- 5. FOR R2-1 SIGN LARGER DIMENSIONS SHALL BE USED WHEN SIGN FACES MULTIPLE LANES ON A CONVENTIONAL ROAD.



# STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

SIGN TABLE (SHEET 1 OF 2)

APPROVED APRIL 1, 2012

ISSUED UNDER EB 12-010

/S/ TODD WESTHUIS, P.E.
DIRECTOR, OFFICE OF
TRAFFIC SAFETY AND MOBILITY

OF AND MOBILITY 619-12

WORK ZONE TRAFFIC CONTROL SIGN TABLE						
SIGN	SIGN DESIGNATION	COLOR CODE	CONVENTIONAL ROAD	EXPRESSWAY	FREEWAY	
ХХ	W13-1P	A	24"X24"	30"X30"	30"X30"	
ON RAMP	W14-3	A	36"X36"	36"X36"	36"X36"	
NO PASSING ZONE	W13-4P	A	48"X48"X36"			
SHARE THE ROAD	W16-1P	SEE NOTE 3 A OR F	18"X24"	24"X30"		
XXX	W16-2P	A	24"X18"	30"X24"		
NEXT XXX FT	W16-4P	SEE NOTE 3 A OR F	30"X24"			
<b>←</b>	W16-5PL W16-5PR	A	24"X18"			
<b>K X</b>	W16-7PL W16-7PR	SEE NOTE 3 A OR F	24"X12"	30"X18"		
AHEAD	W16-9P	SEE NOTE 3 A OR F	24"X12"	30"X18"		
ROAD WORK AHEAD ROAD WORK XXX FT X MILE	W20-1	A	36"X36"	48"X48"	48"X48"	
DETOUR AHEAD  DETOUR XXX FT DETOUR X MILE	W20-2	A	36"X36"	48"X48"	48"X48"	
ROAD CLOSED XXX FT X MILE	W20-3	A	36"X36"	48"X48"	48"X48"	
ONE LANE ROAD AHEAD ONE LANE ROAD XXX FT X MILE	W20-4	A	36"X36"	48"X48"	48"X48"	
LEFT LAWE CLOSED LOSED	W20-5	A	36"X36"	48"X48"	48"X48"	
LEFT LAMES CLOSED LEFT LAMES CLOSED LEFT LAMES CLOSED LEFT LAMES CLOSED	<b>W</b> 20-5a	A	36"X36"	48"X48"	48"X48"	
	W20-7	A	36"X36"	48"X48"	48"X48"	

У	VORK ZONE TR	RAFFIC	CONTROL SIGN	TABLE	
SIGN	SIGN DESIGNATION	COLOR CODE	CONVENTIONAL ROAD	EXPRESSWAY	FREEWAY
	W21-1	A	36"X36"	48"X48"	48"X48"
SLOW MOVING VEHICLE	W21-4	A	36"X18"	48"X24"	48"X24"
SHOULDER	W21-5	A	36"X36"	48"X48"	48"X48"
LEFT RIGHT SHOULDER CLOSED	W21-5aL W21-5aR	A	36"X36"	48"X48"	48"X48"
SHOULDER CLOSED XX FT SHOULDER CLOSED XX FT SHOULDER CLOSED XX MLE RIGHT SHOULDER CLOSED XX MLE SHOULDER CLOSED XX FT SHOULDER CLOSED XX FT SHOULDER CLOSED XX FT X MLE SHOULDER CLOSED XX FT X MLE SHOULDER CLOSED XX MLE	W21-5bL W21-5bR	A	36"X36"	48"X48"	48"X48"
MOWING AHEAD	W21-8	A	36"X36"	48"X48"	48"X48"
BLASTING ZONE AHEAD BLASTING ZONE SOO FT 12 MLE	W22-1	A	36"X36"	48"X48"	48"X48"
TURN OFF 2-WAY RADIO AND CELL PHONE	W22-2	A	42"X36"	42"X36"	42"X36"
END Blasting Zone	W22-3	A	42"X36"	42"X36"	42"X36"
NEW TRAFFIC PATTERN AHEAD	W23-2	A	36"X36"	48"X48"	48"X48"
\$\langle\$	W24-1L W24-1R	A	36"X36"	48"X48"	48"X48"
(X) (3)	W24-1 aL W24-1 aR	A	36"X36"	48"X48"	48"X48"
	W24-1bL W24-1bR	A	36"X36"	48"X48"	48"X48"

ROADWAY DEFINITIONS:

CONVENTIONAL ROAD - A STREET OR HIGHWAY OTHER THAN A FREEWAY, OR EXPRESSWAY.

EXPRESSWAY - A DIVIDED HIGHWAY WITH PARTIAL CONTROL OF ACCESS.

FREEWAY - A DIVIDED HIGHWAY WITH FULL CONTROL OF ACCESS.

COLOR CODE LEGEND			
CODE	DESCRIPTION		
A	BLACK LEGEND AND BORDER ON AN ORANGE BACKGROUND		
В	BLACK LEGEND AND BORDER ON A WHITE BACKGROUND		
С	WHITE LEGEND AND BORDER ON A GREEN BACKGROUND		
D	WHITE LEGEND AND BORDER ON A RED BACKGROUND		
E	RED LEGEND AND BORDER ON A WHITE BACKGROUND		
F	BLACK LEGEND AND BORDER ON A FLOURESCENT YELLOW GREEN BACKGROUND		
G	WHITE LEGEND AND BORDER ON A BLUE AND RED BACKGROUND		

#### NOTES:

- 1. DIMENSIONS ARE SHOWN AS WIDTH X HEIGHT.
- 2. FOR SIGNAGE NOT SHOWN ON THESE TABLES REFER TO THE M.U.T.C.D.
- 3. WHEN USED IN CONJUNCTION WITH A BICYCLE SIGN (W11-1) OR PEDESTRIAN CROSSING (W11-2) COLOR CODE SHALL MATCH.



#### STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

SIGN TABLE (SHEET 2 OF 2)

APPROVED APRIL 1, 2012

ISSUED UNDER EB 12-010

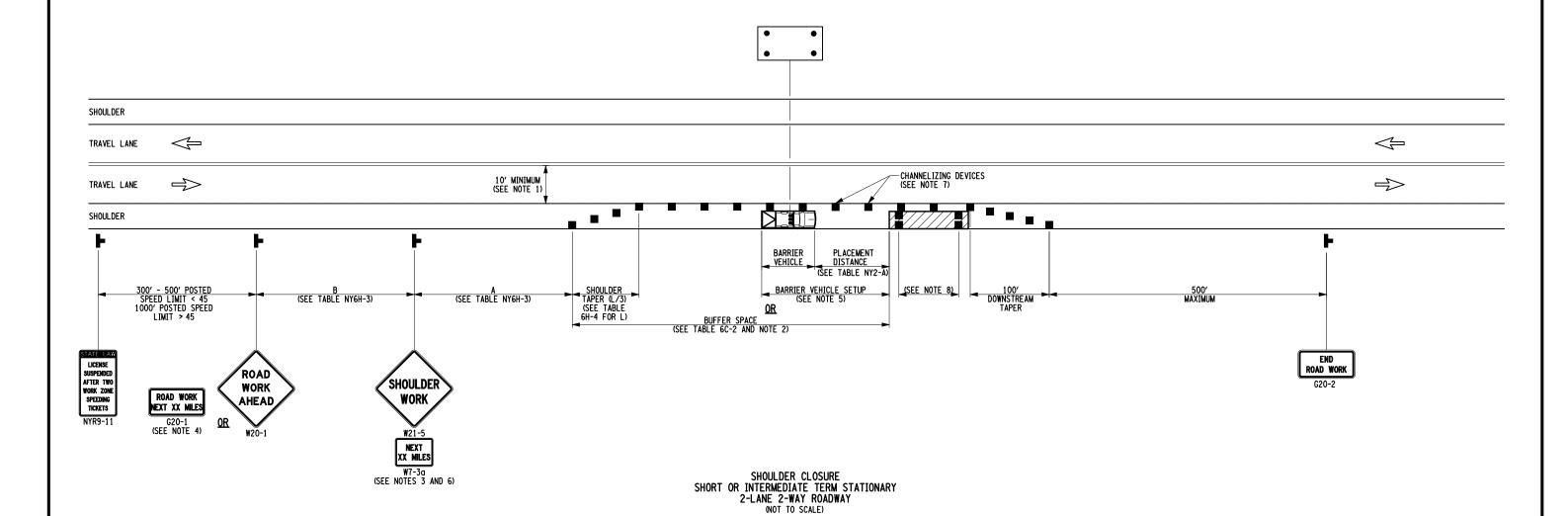
/S/ TODD WESTHUIS, P.E. DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

619-12

EFFECTIVE DATE: 05/03/2012

FILE NAME = 619-1202\_050312.dgn DATE/TIME = 18-APR-2012\_11:07 USER = rlohse





- WHEN THE MINIMUM LANE WIDTH OF 10' CANNOT BE MAINTAINED DUE TO A SHOULDER CLOSURE, USE THE DETAIL FOR SHORT OR INTERMEDIATE TERM STATIONARY FLAGGING OPERATION.
- 2. NO WORK ACTIVITY OR STORAGE OF EQUIPMENT, VEHICLES, OR MATERIAL SHOULD OCCUR WITHIN A BUFFER SPACE.
- 3. WHEN THE DISTANCE BETWEEN THE ADVANCE WARNING SIGNS AND WORK IS 2 MILES TO 5 MILES, A SUPPLEMENTAL DISTANCE PLAQUE (W7-3d) SHOULD BE USED WITH THE SHOULDER WORK SIGN (W21-5).
- 4. THE ROAD WORK NEXT XX MILES SIGN (G2O-1) MAY BE USED INSTEAD OF THE ROAD WORK AHEAD SIGN (W2O-1) IF WORK LOCATIONS OCCUR OVER A DISTANCE OF MORE THAN 2 MILES.
- 5. FOR BARRIER VEHICLE USE REQUIREMENTS SEE TABLES NY1-A AND NY2-A ON THE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES".
- 6. IN THOSE SITUATIONS WHERE MULTIPLE WORK LOCATIONS EXIST WITHIN A LIMITED DISTANCE MAKE IT PRACTICAL TO PLACE STATIONARY SIGNS, THE DISTANCE BETWEEN THE ADVANCE WARNING SIGN AND WORK SHALL NOT EXCEED 5 MILES.
- 7. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
- 8. TRANSVERSE DEVICES SHALL BE REQUIRED (AS PER 619 STANDARD SPECIFICATIONS) WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 1500'.

NOTE: SEE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES" FOR LEGEND OF SYMBOLS AND/OR LETTER CODES USED IN THIS DRAWING.



STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

SHOULDER CLOSURE 2-LANE 2-WAY ROADWAY

APPROVED SEPTEMBER 15, 2009

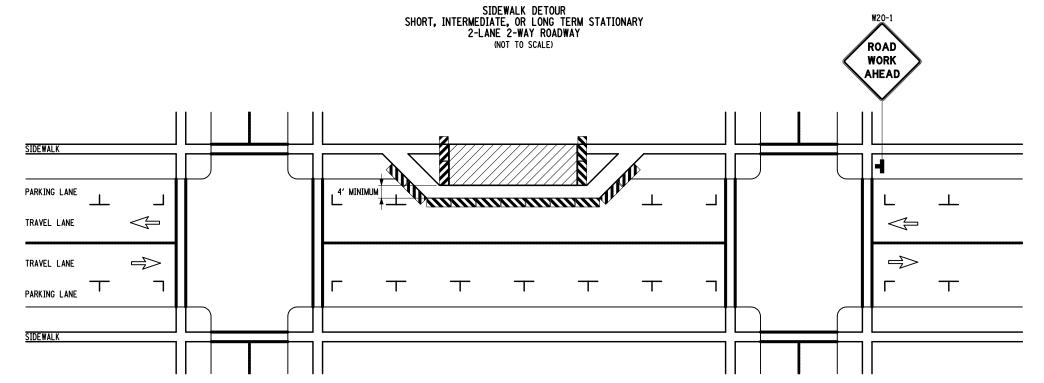
ISSUED UNDER EB 09-025

/S/ DAVID J. CLEMENTS, P.E. DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

619-20

FILE NAME = 619-20\_010710.dgn DATE/TIME = 09-0CT-2009 10:46 USER = Jturley

EFFECTIVE DATE: 01/07/10



SIDEWALK DIVERSION
SHORT, INTERMEDIATE, OR LONG TERM STATIONARY
2-LANE 2-WAY ROADWAY

- 1. WHEN CROSSWALKS OR OTHER PEDESTRIAN FACILITIES ARE CLOSED OR RELOCATED, TEMPORARY FACILITIES SHALL BE DETECTABLE AND SHALL INCLUDE ACCESSIBILITY FEATURES CONSISTENT WITH THE FEATURES PRESENT IN THE EXISTING FACILITY.
- 2. WHERE HIGH SPEEDS ARE ANTICIPATED, A TEMPORARY TRAFFIC BARRIER AND TEMPORARY IMPACT ATTENUATOR SHOULD BE USED TO SEPARATE THE TEMPORARY SIDEWALKS FROM VEHICULAR TRAFFIC.
- 3. ONLY THE WORK ZONE TRAFFIC CONTROL DEVICES RELATED TO PEDESTRIANS ARE SHOWN. OTHER DEVICES, SUCH AS LANE CLOSURE SIGNING OR ROAD NARROWS SIGNS (W5-4), MAY BE USED TO CONTROL VEHICULAR TRAFFIC.
- 4. FOR NIGHTIME CLOSURES, FLASHING WARNING LIGHTS SHALL BE USED ON BARRICADES SUPPORTING SIGNS AND CLOSING SIDEWALKS.
- 5. SIGNS SUCH AS KEEP RIGHT (LEFT) SHALL BE PLACED ALONG A TEMPORARY SIDEWALK, WHERE APPLICABLE AND ACCORDING TO AMERICAN WITH DISABILITIES STANDARDS, TO GUIDE OR DIRECT PEDESTRIANS.
- 6. TYPE II BARRICADES MAY BE SUBSTITUTED FOR TYPE III BARRICADES AS PER 619 STANDARD SPECIFICATIONS.

NOTE: SEE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES" FOR LEGEND OF SYMBOLS AND/OR LETTER CODES USED IN THIS DRAWING.



STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

SIDEWALK DETOUR OR DIVERSION

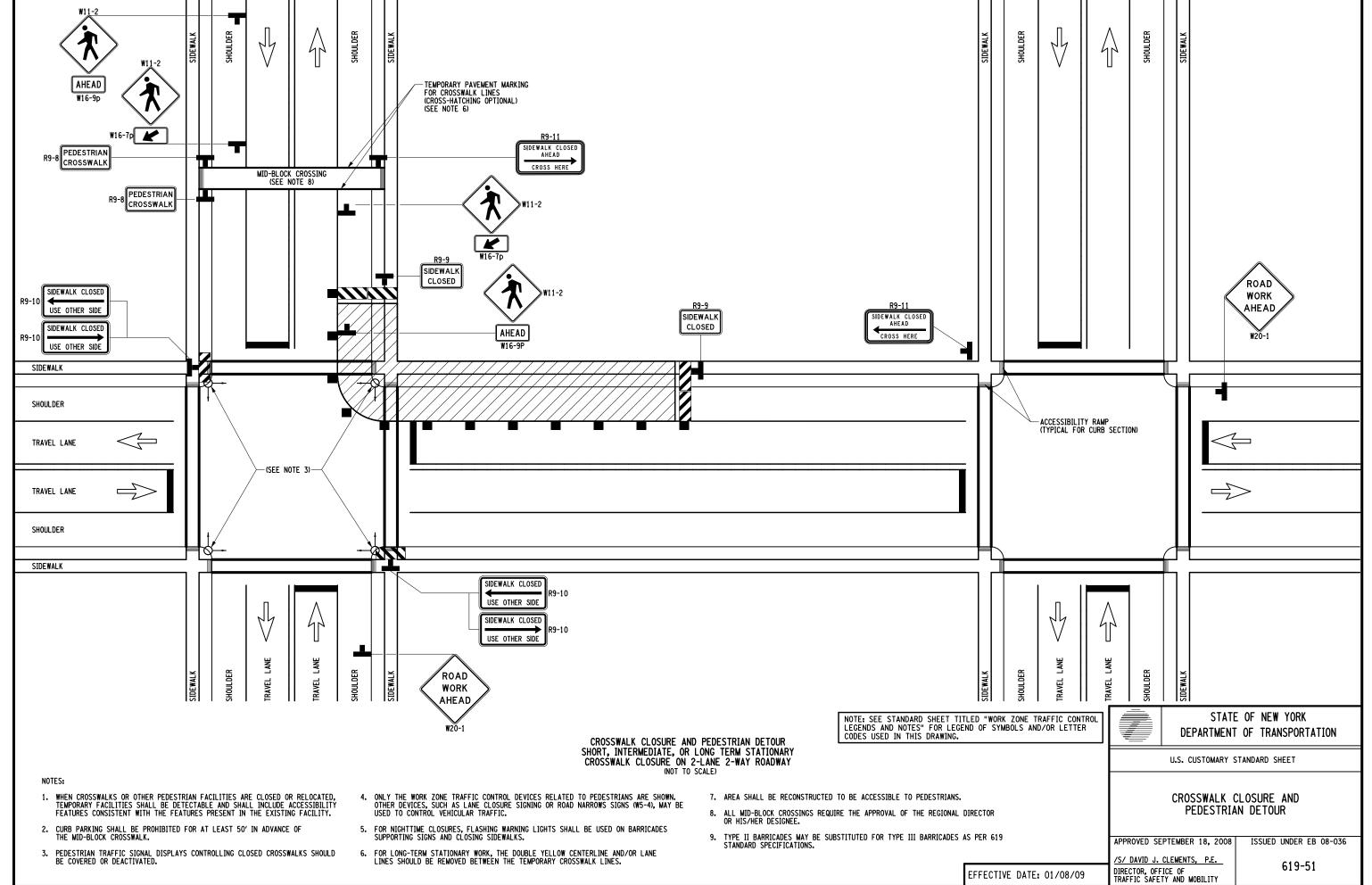
APPROVED SEPTEMBER 15, 2009

/S/ DAVID J. CLEMENTS, P.E. DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

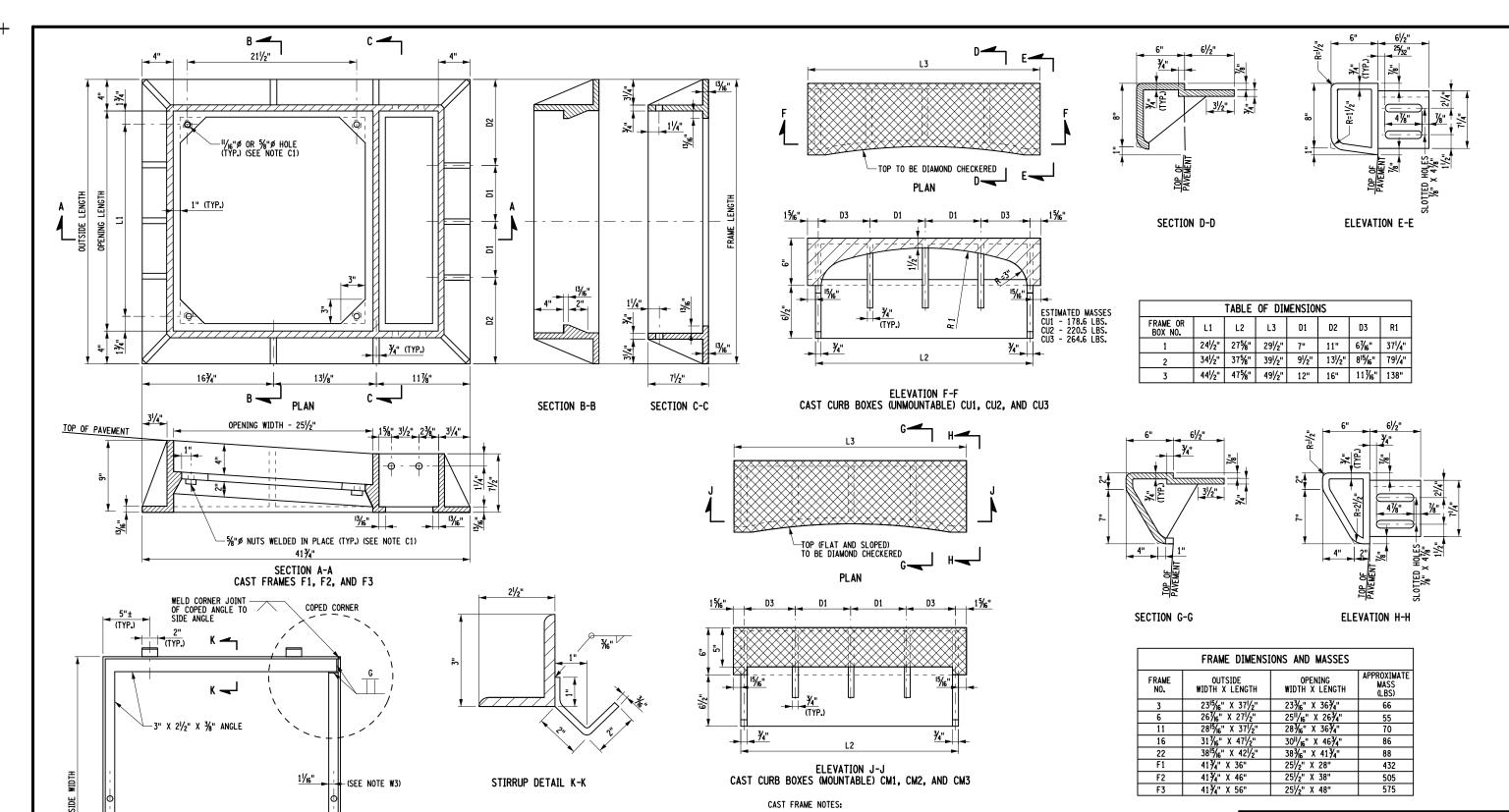
619-50

ISSUED UNDER EB 09-025





FILE NAME = 619-51.dgn DATE/TIME = 17-JUN-2014 14:04 USER = rlohse



W1. THE CONTRACTOR SHALL HAVE THE OPTION OF FURNISHING FRAMES WITH EITHER COPED OR

WELDED FRAME NOTES:

OPENING WIDTH

3" X 21/2" X 3/8" ANGLE

STIRRUP OR STUD

OUTSIDE WIDTH

**WELDED FRAMES** 

DIAGONAL CORNER

- W2. ANY PROTRUSIONS ON THE BEARING SURFACE OF THE FRAME CAUSED BY WELDING OR GALVANIZING SHALL BE GROUND DOWN TO FORM A SMOOTH SURFACE FOR THE GRATE TO BEAR UPON.
- W3. HOLE FOR 1/2 ° STUD BOLT TO BE TAPPED OVERSIZE PRIOR TO GALVANIZING OR SHALL BE  $\%_6$  "Ø WITH 1/2 ° NUT WELDED UNDERNEATH.
- W4. WELDS AND ADJACENT AREAS SHALL BE SAND OR SHOT BLASTED BEFORE GALVANIZING.
- C1. THE MANUFACTURER HAS THE OPTION OF WELDING A NUT TO THE FRAME UNDER THE LEDGE ON EACH CORNER, CONCENTRIC WITH THE ¼"Ø HOLE IN THE LEDGE, OR DRILLING AND TAPPING HOLES FOR %"Ø BOLTS. THE NUTS SHALL BE CORROSION RESISTANT, MONEL METAL OR TYPE 316 STAINLESS STEEL.
- C2. GRATE SHALL BE BOLTED TO THE FRAME USING FOUR BOLTS WITH WASHERS, 5% Ø X 2½" LONG FURNISHED BY THE FRAME MANUFACTURER. THE BOLTS SHALL BE CORROSION RESISTANT, MONEL METAL OR TYPE 316 STAINLESS STEEL.
- C3. AN NI-ROD TYPE 55 IS RECOMMENDED FOR USE IN WELDING MONEL METAL NUTS TO THE FRAME.
- C4. THE CURB BOX SHALL BE BOLTED TO THE FRAME. THE MANUFACTURER SHALL HAVE THE OPTION OF DRILLING AND TAPPING HOLES FOR ¾"Ø BOLTS OR DRILLING HOLES FOR %"Ø BOLTS WITH NUTS AND WASHERS. FOUR MONEL METAL OR TYPE 316 STAINLESS STEEL STUD BOLTS SHALL BE FURNISHED BY THE CURB BOX MANUFACTURER.



STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

CAST FRAMES AND CURB BOXES AND WELDED FRAMES

ERRATA 1 EFF. 01/09/2014 ISSUED WITH EB 13-042

APPROVED: NOVEMBER 4, 2013 ISSUED UNDER EB 09-025 /S/ RICHARD W. LEE, P.E.

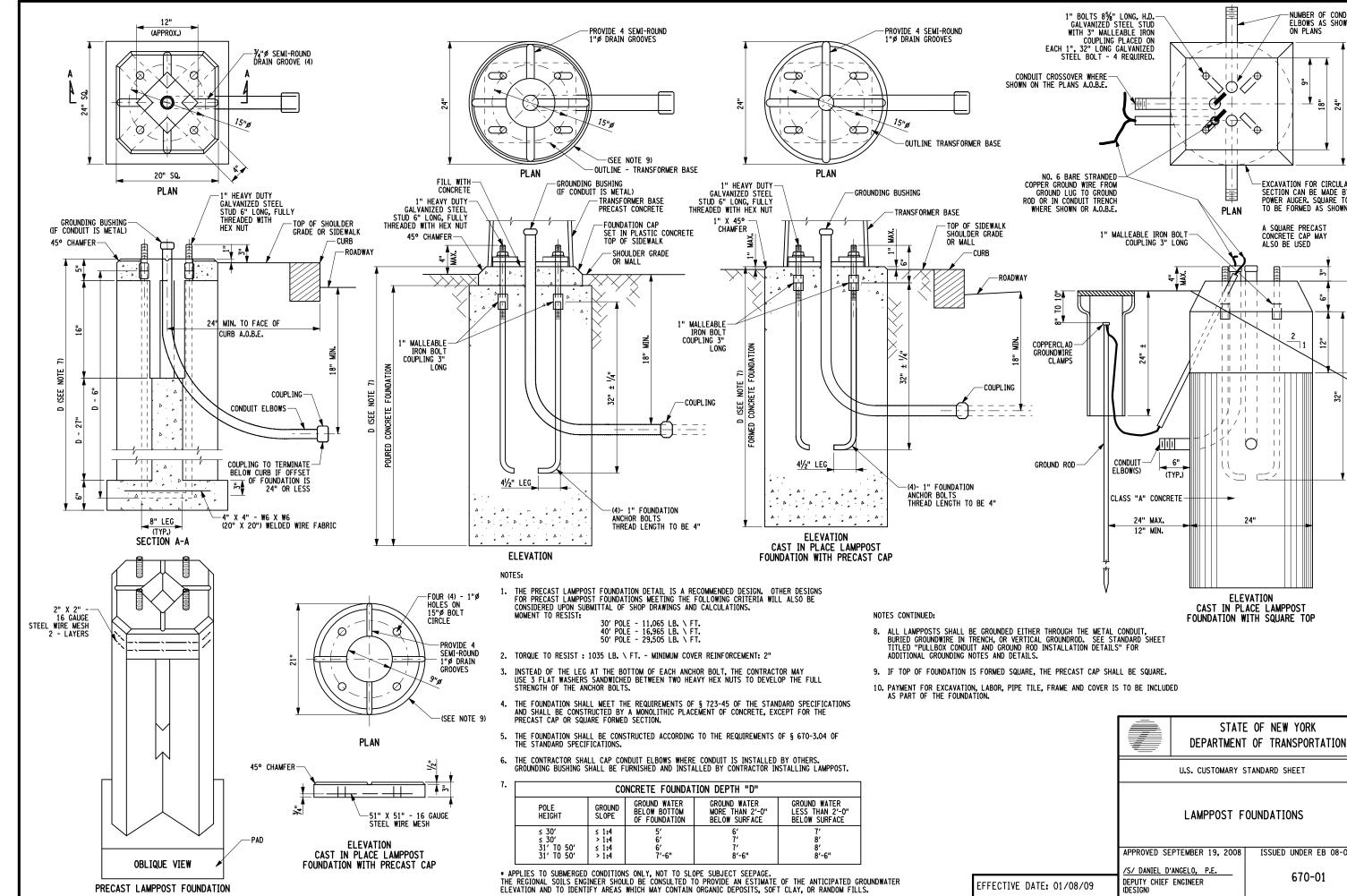
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EFFECTIVE DATE: 01/07/10

DEPUTY CHIEF ENGINEER, DESIGN (ACTING)

655-05





ELBOWS AS SHOWN ON PLANS

-EXCAVATION FOR CIRCULAR SECTION CAN BE MADE BY 24" POWER AUGER. SQUARE TOP

TO BE FORMED AS SHOWN.

A SQUARE PRECAST CONCRETE CAP MAY ALSO BE USED

-1.01

-1.11 - 1.1

O

ELEVATION

STATE OF NEW YORK

DEPUTY CHIEF ENGINEER

(DESIGN)

EFFECTIVE DATE: 01/08/09

ISSUED UNDER EB 08-036

670-01

= IP\_PWP:dØ109553\670-= 06-NOV-2008 15:06 = Jturley

PRECAST LAMPPOST FOUNDATION

RECTANGULAR PULLBOX INSTALLATION

CIRCULAR PULLBOX INSTALLATION

6" NIPPLE

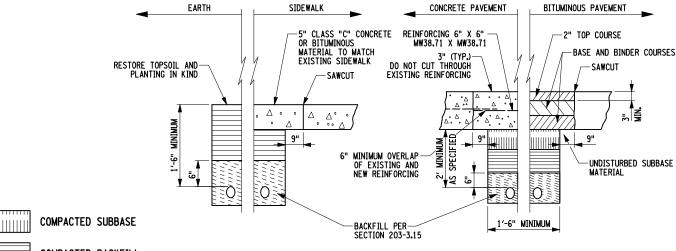
**GROUNDROD INSTALLATION** 

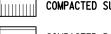
#### GENERAL NOTES:

#### PULLBOX:

- 1. BASES ARE REQUIRED ONLY WHEN THE PULLBOX IS PLACED IN THE PAVEMENT OR SHOULDER.
- 2. PULLBOXES MAY BE CAST-IN-PLACE IF THE FOLLOWING CONDITIONS ARE MET:
  - SAME INTERIOR SIZE AS PRECAST PULLBOX. MINIMUM WALL THICKNESS OR 6". CONCRETE PER 680-2.02 REINFORCING NOT REQUIRED.
- REINFORCING NOT REQUIRED.
  BASES MAY BE CAST INTEGRAL.
  WIRE HANGERS PER PRECAST PULLBOXES.
  CONDUIT OPENINGS AS REQUIRED BY THE PLANS.
  MINIMUM DEPTH THE SAME AS PRECAST PULLBOX.
  AT LEAST THE TOP 6" OF THE EXTERIOR SHALL BE FORMED.
- WIRING OTHER THAN GROUND WIRES, SHALL BE SECURED TO THE WIRE HANGER AND HELD CLEAR OF THE BOTTOM OF THE PULLBOX.
- 4. PULLBOX EXTENSIONS MAY BE USED TO INCREASE PULLBOX DEPTH AS REQUIRED, EXTENSIONS SHALL BE ADDED AT THE BOTTOM.

- THE NORMAL GROUND ROD LOCATION IS NEAREST TO THE POLE OR CABINET, USE THE GROUND ROD INSTALLATION SHOWN AT THE UPPER RIGHT.
- METALLIC CONDUIT RUNS MAY BE BONDED TOGETHER TO SUPPLEMENT THE GROUND ROD PER SPECIFICATION.
- 3. SECTIONAL GROUND RODS WITH COUPLINGS SHALL NOT BE USED TO INCREASE ROD LENGTH.
- 4. THE GROUND ROD INSTALLATION SHOWN AT THE UPPER RIGHT SHALL BE PLACED IN THE PAVEMENT AND SHOULDERS.





COMPACTED BACKFILL

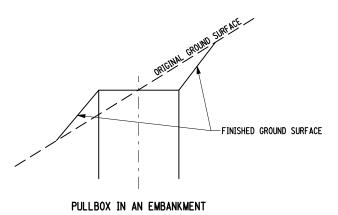


UNCOMPACTED BACKFILL

CONDUIT EXCAVATION, BACKFILL AND PAVEMENT REPLACEMENT

#### NOTES:

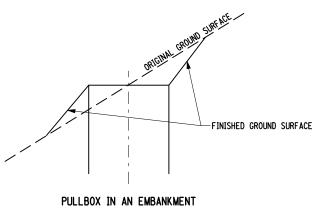
- 1. CONCRETE SHALL BE EITHER CLASS C OR CLASS F, CLASS F SHALL BE USED WHEN EARLY OPENING TO TRAFFIC IS REQUIRED.
- 2. REPLACEMENT PAVEMENT STRUCTURE SHALL BE SIMILAR TO EXISTING PAVEMENT.
- 3. THE TYPES OF BITUMINOUS MATERIALS USED SHALL MATCH THE EXISTING MATERIALS IN TOP BINDER AND BASE COURSES (I.E. REPLACE DENSE BASE, OPEN BASE WITH OPEN BASE, ETC.)



CONDUIT-

"T" DRAIN

1 CU. FT. CRUSHED STONE OR GRAVEL DRY WELL



STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

PULLBOX, CONDUIT AND GROUND ROD INSTALLATION DETAILS

APPROVED SEPTEMBER 19, 2008 ISSUED UNDER EB 08-036

DEPUTY CHIEF ENGINEER

(DESIGN)

/S/ DANIEL D'ANGELO, P.E.

680-04

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EFFECTIVE DATE: 01/08/09

## Master Municipal Multi-Modal (MM) Capital Project(s) Agreement

For Use Only with Municipally-owned Highway, Bridge, or Aviation projects where a State Comptroller (OSC) approved contract is required

[Note: A separate contract is required for each individual Multi-Modal Program source]

#### NYS COMPTROLLER'S CONTRACT NO. D019296

THIS AGREEMENT made this 24th day of April, 2017, is between the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, New York 12232 and the [Town of Moriah] (the Sponsor), with offices at [ 38 Park Place, Port Henry, NY 12974], to provide for the reimbursement of costs incurred by the municipality for the construction, reconstruction, improvement, reconditioning and preservation of a project or projects included in Schedule A or Supplements to Schedule A within the Multi-Modal Programs, consisting of one or more County, Town, City, and Village road, highway, parkway, bridge or aviation capital project or projects, as described for the purposes of this agreement in Schedule A or Supplements to Schedule A hereof (the "Project"). The amount of NYSDOT's funding pursuant to this Agreement shall be limited to Project Eligible Costs actually incurred, in no event to exceed the amount(s) identified in Schedule A.

#### WITNESSETH:

WHEREAS, section 14-k of the Transportation Law establishes the Multi-Modal (MM) Programs that may fund eligible project costs through the bond funding (as applicable) for capital projects approved by the Commissioner of Transportation, and

WHEREAS, pursuant to Legislative appropriation or authorization for capital projects, that MM funding of the Project(s) herein is authorized and, the Sponsor certifies to NYSDOT that:

- (1) the service life of each individual Project is ten (10) or more years, regardless of mode; and
- (2) for highway and bridge mode projects, (a) MM program funding is not used for the mandated non-Federal matching share of a Federally funded project; (b) the amount of MM funds requested is and shall be no greater than prior unreimbursed municipal project expenditures for work completed or materials incorporated in a qualifying project(s); and (c) the amount of municipal funds appropriated for transportation capital projects is not and shall not be reduced because of the MM program funding; and (3) for any airport or aviation facility type, the sponsor must certify that Federal funding is not available to the project, but that the project is consistent with an approved Airport Layout Plan.

#### NOW THEREFORE, the parties agree as follows:

1. Documents Forming this Agreement. The agreement consists of the following:

Agreement Form - this document titled AMaster Municipal Multi-Modal Capital Project(s) Agreement is for Use Only with Municipally-owned Highway, Bridge, or Aviation projects where a State Comptroller-approved contract is required@;

Multi-Modal Program Schedule "A" - Detailed individual Project Description(s) and Funding; and

Appendix "A" - New York State Required Contract Provisions.

Appendix "A-1" – Supplemental Title VI Provisions (Civil Rights Act)

2. Work, Maintenance & Operation. Sponsor shall render all services and furnish all materials and

equipment necessary to complete the Project or projects described in Schedule(s) A or Supplements to Schedule A and shall fund all costs attendant to such completion. The work of the Project or projects may consist generally of the categories of work described in Schedule A or one or more Supplemental Schedules A as may hereafter be executed by the parties hereto and approved as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the execution of such Schedules A or Supplements to Schedule A for the purposes of conforming to New York State requirements. Upon Project completion, Sponsor will operate and maintain the Project(s) at no expense to NYSDOT and Sponsor will not dispose of or encumber the Project(s) or cause the Project(s) to be withdrawn from public service during its useful service life without the prior approval of NYSDOT.

- 3. Multi-Modal (MM) Funding Reimbursement of Eligible Project Costs. Subject to compliance with this Agreement, NYSDOT agrees to authorize reimbursement of individual Project costs identified in the applicable Schedule A or Supplements to Schedule A attached hereto in an amount not to exceed the lesser of the indicated MM program funding amount or actual Eligible Project Costs, as defined below. MM program funding shall be used solely for the payment of Eligible Costs the Sponsor actually incurs in performing the Project. Contractor obligations or expenditures that precede the start date of the agreement shall not be reimbursed. To be eligible for MM aid, "Eligible Project Costs" must: (a) be eligible pursuant to §3.1 below and such other MM program Policies and Criteria as are established by NYSDOT including but not limited to NYSDOT's MM Program Guidelines criteria; and, (b) be for work which, when completed, has a certifiable service life of at least 10 years; and, (c) must be submitted for reimbursement to NYSDOT no later than 15 months after the date the original expenditure is paid in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)), which governs the tax-exempt bonds issued to fund Multi-Modal projects.
  - 3.1. Eligible Costs. Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs as set forth in the Project Description in Schedule A or Supplements to Schedule A. Eligible Project costs may also include the reimbursement of salaries and wages to employees of Sponsor for carrying out the Project(s); fees to consultants and professionals retained by Sponsor for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants and professionals for the Project.
  - 3.2. Sponsor Debt Service. Multi Modal program funds shall not be used to pay a Sponsor for interest (debt Service) or issuance (indirect costs) payments on Multi Modal projects for which the sponsor issued a local bond or note to finance the first instance local portion. Multi Modal funds can be used to reimburse a Sponsor for payments of the principal portion of a local bond or note which a Sponsor might issue to pay for the construction of a capital project.
- 4. Payment. Payments hereunder shall be as follows:
  - 4.1. Payment Upon Completion. The State has no obligation to make payment until all required approvals, including the approval of the Attorney General and State Comptroller, have been obtained. Except where §4.2 applies, payment to Sponsor shall be made upon the application of Sponsor to NYSDOT upon Project completion, on the basis of work accomplished, local expenditures made, and the submission of duly completed payment requests and certifications in a form approved by NYSDOT, including such information as NYSDOT deems necessary to assure compliance with the program requirements and this

#### Agreement.

- 4.2. Periodic Reimbursement. If the Sponsor and NYSDOT find it desirable to have reimbursement made periodically in accordance with a payment cycle established by NYSDOT and the Sponsor, NYSDOT may authorize payments based on billings prepared by the Sponsor in accordance with NYSDOT requirements, based on costs incurred as disclosed by the records thereof, as required by the Project or projects, with applicable adjustments to be made after audit by NYSDOT. These payments shall be made as moneys become available therefor.
- 4.3. Certifications. In addition to the certifications on Page 1 of this contract, the Sponsor shall also certify in each payment request that individual Project work was performed in accordance with the design and contractual requirements of Sponsor and Sponsor's design professional, and that such request does not duplicate reimbursement of costs and services received from other sources. Such certification by the project sponsor shall include the responsibility to furnish the Commissioner with any written information as may be necessary to maintain, if applicable, the federal tax exempt status of bonds, notes, or other obligations issued for such purposes.
- 4.4 Electronic Contract Payments. Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible Local expenditures as required by this contract, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the contracting Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting Sponsor shall comply with the State Comptroller (or applicable Public Authority) procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by E-mail at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. For referral to applicable Public Authority electronic payment registration procedures for certain State funded payments, Local Sponsors should refer to the cover letter instruction included with this document or, otherwise, contact their Regional NYSDOT Local Programs Liaison. The contracting Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this Contract agreement if it does not comply with the State Comptroller (or applicable Public Authority) electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.
- 5. Ethics Considerations. In addition to Sponsor's conforming with the applicable provisions of Public Officers Law '73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law '806 (Code of Ethics) as related to the expenditure of the MM Funding made hereunder, no member of Sponsor's governing body, its officers or employees, nor any member of their families shall benefit financially either directly or indirectly from the MM Funding unless such action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written approval thereof from NYSDOT.
- 6. NYSDOT Performance Review. NYSDOT may review the Sponsor's performance of this agreement in such manner and at such times as NYSDOT shall determine, and such review may include field visits by NYSDOT representatives to the Project or projects and/or the offices of Sponsor. Sponsor shall at

all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Sponsor's performance of the Project or projects, its use and operation.

7. State Recovery of Ineligible Reimbursements. NYSDOT shall be entitled to recover from the Sponsor any monies paid to the Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for funding hereunder.

#### 8. Contract Executory.

- 8.1. This Agreement shall be deemed executory only to the extent of money available to the State for its performance and no liability on account thereof shall be incurred by the State beyond money available therefor.
- 8.2. This agreement shall remain in effect so long as State funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary State appropriations or other funding authorizations therefor are eventually enacted. Sponsor's continued performance during such a budgetary hiatus cannot, by itself, obligate the State to making expenditures without appropriations.

#### 9. Sponsor Liability.

- 9.1. Sponsor shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection with this Agreement. The Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.
- 9.2. The Sponsor shall indemnify and save harmless NYSDOT & the State for all damages & costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this agreement. Negligent performance of service, within the meaning of this section shall include, in addition to negligence founded upon tort, negligence based upon the Sponsor's failure to meet professional standards & resulting in obvious or patent errors in the progression of its work.
- 10. No Assignment or Transfer of Contract. Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any part thereof, or of its right, title or interest therein, of its power to execute such contract to any entity, public or private, without the previous written consent of NYSDOT first having been obtained.

# Universal Master Municipal MM Agreement Municipal Sponsor:

- 11. Independent Contractor. The officers and employees of the Sponsor, in accordance with the status of the Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.
- 12. Disqualification and Damages. If the Sponsor fails to comply completely with any of the terms and conditions contained within this agreement, including, but not limited to paragraphs 2 and 10, in their entirety at any time, the project shall be disqualified. If the project is disqualified the Sponsor must refund all funds received under this agreement to NYSDOT, and also pay to NYSDOT a liquidated damage fee of 5% of the total funds received under this agreement.
- 13. Term of Agreement. As to the Project or projects described in Schedule(s) A, this agreement takes effect as of the date of this Master Agreement as first above written. This agreement takes effect consistent with the date of Project work established and described in any duly executed and approved Schedule A or Supplements to Schedule A. Failing Project completion within the period set forth in Schedule A or Supplements to Schedule A, or agreement by NYSDOT to extend a Project completion date for good cause, this Agreement will expire and be of no further force or effect. This agreement shall only remain in effect so long as Multi-Modal funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary State appropriations or other funding authorizations therefor are eventually enacted.
- 14. Reporting Requirements. The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Multi-Modal guidelines and in accordance with current Federal and State laws, rules, and regulations.
- 15. Appendix A, standard provisions for all New York State Contracts, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.
- 16. Compliance with legal requirements. Sponsor must comply with all applicable federal, state and local, laws, rules and regulations, including but not limited to the following:
  - 16.1 New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts, including the requirements thereunder related to equal employment opportunity and utilization goals for contracting opportunities for minority and women-owned business enterprises. Sponsor's failure, to comply with Article 15-A requirements in any of its contracts and sub-contracts funded in whole or in part by this agreement, without prior written approval from NYSDOT approval, violates the contract and the Department may, at its discretion: (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in the amount of up to 20% of the portion of any of the Sponsor's contracts and sub-contracts funded in whole or in part by this agreement, to which contract goals are established.

- 16.2 New York Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act, including providing true, timely and accurate application information related to the project to ensure compliance with the Act.
- 16.3 New York Transportation Law, Section 427, Equal employment opportunity program, including the requirements thereunder related to equal employment opportunity and required contract provisions for inclusion in any of the Sponsor's contracts and sub-contracts funded in whole or in part by this agreement
- 17. Compliance with procedural requirements. Sponsor understands that funding is contingent upon the Sponsor's compliance with the applicable requirements.
- 18. Notice Requirements.
  - 18.1 All notices permitted or required hereunder shall be in writing and shall be transmitted either (1) Via certified or registered United States mail, return receipt requested; (2) By facsimile transmission; (3) By personal delivery; (4) By expedited delivery service; or (5) By e-mail.
  - 18.2 For all Multi-Modal Local Agreement purposes, such notices shall be addressed by the Sponsor to the officially designated Regional Local Program Liaison (RLPL) named in NYSDOT's initial request for a detailed Project "PIS" Application and, by NYSDOT, to the officially designated Primary Sponsor's Contact designated by formal Legislative Project Nomination, or to such different parties and addresses as the parties may from time-to-time mutually agree to designate. The parties herein agree to exchange such contact information above which shall include Organization Name, Individual Name & Title, Mailing Address, Telephone number, Facsimile number, & E-mail address.
  - 18.3 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
  - 18.4 The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

# Universal Master Municipal MM Agreement Municipal Sponsor:

be effective on the date first written abov	e.
Sponsor:	New York State Department of Transportation:
BY: Town of Moriah  TITLE: Town Supervisor  DATE: 05/03/17	for the Commissioner of Transportation  Agency Certification: In addition to the acceptance of this contract, I also certify the original copies of this signature page will be attached to all other exact copies of this contract.  DATE:
Sponsor ACKNOWLEDGMENT	
STATE OF NEW YORK ) )ss.: COUNTY OF	
appeared Thomas becomes basis of satisfactory evidence to be the acknowledged to me that he duly vested in him/her by, executive instrument, the individual, or the perinstrument.	in the year 2012, before me, the undersigned, personally are personally known to me or proved to me on the individual whose name is subscribed to the within instrument, which is the subscribed to the within instrument, and the cuted such instrument in his/her capacity pursuant to authority and that by his/her signature on the individual acted, executed this are public, State of New York No. 01FR6093618  Rose M. French No. 01FR6093618  Italified in Essex County Science Spires June 2, 20 19  Notary Public
APPROVED AS TO FORM:	APPROVED:
BY:	BY:
New York State Attorney General	For the State Comptroller pursuant to Section 112, State Finance Law

IN WITNESS WHEREOF, NYSDOT has caused this Agreement to be signed by its authorized representative and Sponsor has caused this Agreement to be signed by its duly authorized officer, to

## Master Municipal MULTI-MODAL Program B SCHEDULE A

(This Schedule may not be used where other Multi-Modal, State or Federal funding sources co-exist)

Town of Moriah

1. Name of Municipal Project Owner:

ion of sidewalks and curl	os and replacement	of lighting fixtures on Main Street
12.30	MM Program ID: MI	Л#2
mbursement (under this	s Agreement):	
SC Contract #: D019296	5	
of Moriah k Place Suite 1	or	
Street, Moriah	Route/Name: NYS	Rte 9N
7	Γο: St. Patrick's Stre	eet
eplacement of the lighti	ng fixtures along t	his section of Main Street.
		Local Funding (Insert Zero if None)
\$100.000.00		\$5,174.85
Bridge Rehabilitation Bridge Replacement approved Airport Layout Plan)?	Interchange Const.\l	
Local Official:	Kampf.	Date: 05/03/17
	mbursement (under this SC Contract #: D019296  as Scozzafava, Supervisor Moriah Re Place Suite 1 Ienry, NY 12974 Street, Moriah Replacement of the lighting Date: 5/19/17  State Multi-Mounder this Scozzafava, Supervisor Moriah Replacement of the lighting Date: 5/19/17  State Multi-Mounder this Scozzafava, Supervisor Moriah Replacement of the lighting Date: 5/19/17	mbursement (under this Agreement): SC Contract #: D019296  as Scozzafava, Supervisor of Moriah rk Place Suite 1 lenry, NY 12974  Street, Moriah Route/Name: NYS To: St. Patrick's Street resplacement of the existing sidewalker replacement of the lighting fixtures along to replacement of the existing sidewalker replacement of the lighting fixtures along the existing sidewalker replacement of

#### **EXHIBIT C**

#### INSURANCE REQUIREMENTS - PUBLIC WORKS CONTRACTORS

- I. The Contractor <u>and each of its subcontractors</u> shall procure and maintain during the entire term of the contract the following required insurance:
  - → Commercial General Liability Insurance \$1,000,000 per occurrence / \$2,000,000 aggregate, including coverage for liability assumed by contract, completed operations, explosion, collapse, underground hazard and products liability.
  - → Automobile Liability \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
  - → Workers' Compensation Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
  - → Owners & Contractors Protective Liability Insurance \$2,000,000 per occurrence / \$2,000,000 aggregate.
  - → Excess/Umbrella Liability Insurance \$1,000,000 per occurrence / \$2,000,000 aggregate.
- II. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to name the Town as:
  - an <u>additional insured</u> on the Contractor's Commercial General Liability, Automobile Liability and Excess/Umbrella Liability insurance policies, and
  - a <u>named insured</u> on the Owners & Contractors Protective Liability Insurance Policy.
- III. The policy/policies of insurance furnished by the Contractor shall:
  - → be from an A.M. Best rated "A" New York State licensed insurer; and
  - → contain a 30-day notice of cancellation
- IV. The Contractor agrees to indemnify the Town for any applicable deductibles.
- V. Contractor acknowledges that failure to obtain such insurance on behalf of the Town constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town. Prior to commencement of work or use of facilities, the Contractor shall provide to the Town proof that such requirements have been met by furnishing certificate(s) of such insurance, and the declarations pages from the policies of such insurance. The failure of the Town to object to the contents of the certificate(s) and/or declarations pages, or the absence of same, shall not be deemed a waiver of any and all rights held by the Town.
- VI. All certificates of insurance will provide 30 days notice to the Town of cancellation or non-renewal.
- VII. Contractor and subcontractor waives all rights of subrogation against the owner and will have the General Liability, Umbrella Liability Workers' Compensation policies endorsed setting forth this Waiver of Subrogation.
- VIII. All policies will also contain no exclusions with respect to Section 240 and 241 of the NYS Labor Law.
- IX. The Town shall be listed as an additional insured on a primary and non-contributory basis.
- X. All Contractors Subcontractors shall comply with these provisions and shall list the Town as additional insured on a primary and non-contributory basis.

#### APPENDIX D - STANDARD CLAUSES FOR ESSEX COUNTY CONTRACTS

#### 1. Independent Contractor Status

The parties each acknowledge, covenant and agree that the relationship of the Contractor to the Town shall be that of an independent contractor. The Contractor, in accordance with its status as an independent contractor, further covenants and agrees that it:

- (a) will conduct itself in accordance with its status as an independent contractor;
- (b) will neither hold itself out as nor claim to be an officer or employee of the Town; and
- (c) will not make any claim, demand or application for any right or privilege applicable to an officer or employee of the Town, including but not limited to workers' compensation benefits, unemployment insurance benefits, social security coverage or retirement membership or credits.

## 2. Contractor To Comply With Laws/Regulations

The Contractor shall at all times comply with all applicable state and federal laws, rules and regulations governing the performance and rendition of the services to be furnished under this agreement.

#### 3. <u>Licenses, Permits, Etc.</u>

The Contractor shall, during the term of this agreement, obtain and keep in full force and effect any and all licenses, permits and certificates required by any governmental authority having jurisdiction over the rendition and performance of the services to be furnished by the Contractor under this agreement.

#### 4. <u>Termination</u>

This agreement may be terminated without cause by either party upon 30 days prior written notice, and upon such termination neither party shall have any claim or cause of action against the other except for services actually performed and mileage expenses actually incurred prior to such termination. Notwithstanding the foregoing, this agreement may be immediately terminated by the Town:

- (a) for the Contractor's breach of this agreement, by serving written notice of such termination stating the nature of the breach upon the Contractor by personal delivery or by certified mail, return receipt requested, and upon such termination either party shall have such rights and remedies against the other as provided by law; or
- (b) upon the reduction or discontinuance of funding by the State or Federal governments to be used in furnishing some or all of the work, labor and/or services provided for under this agreement, and upon such termination neither party shall have any claim or cause of action against the other except for services actually performed and expenses (if the same are to be paid under this agreement) actually incurred prior to such termination.

#### 5. <u>Defense & Indemnification</u>

The Contractor shall defend, indemnify and hold harmless the Town to the fullest extent allowed by law, and notwithstanding any insurance requirements, from and against any and all liability, losses, claims, actions, demands, damages, expenses, suits, judgments, orders, causes of action and claims, including but not limited to attorney's fees, legal costs, and all other costs of defense, by reason of any liability whatsoever imposed by law or otherwise upon the Town for damages to person, property or of any other kind in nature, including but not limited to those for bodily injury, property damage, death arising out of or in connection with its officers, employees, agents, contractors, sub-contractors, guests or invitees negligence or its/their performance or failure to perform this agreement. This language shall be inserted by Contractor in all agreements between Contractor and its subcontractors and subcontractors will indemnify and hold harmless the Town pursuant to its terms.

#### 6. Discrimination Prohibited

The services to be furnished and rendered under this agreement by the Contractor shall be available to any and all residents of Essex Town without regard to race, color, creed, sex, religion, national or ethnic origin, handicap, or source of payment; and under no circumstances shall a resident's financial ability to pay for the services provided be considered unless such consideration is allowed by State and/or Federal law, rule or regulation.

#### 7. Non-Discrimination In Employment

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. In the event that this is a contract to be performed in whole or in part within the State of New York for (a) the construction, alteration or repair of any public building or public work, (b) for the manufacture, sale or distribution of materials, equipment or supplies, (c) for building service, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin:

- (1) discriminate in hiring against any citizen who is qualified and available to perform the work; or
- (2) discriminate against or intimidate any employee hired for the performance of work under this contract.

The Contractor agrees to be subject to fines of \$50.00 per person per day for any violation of this paragraph, as well as to possible termination of this contract or forfeiture of all moneys due hereunder for a second or subsequent violation.

#### 8. <u>Damage/Injury To Persons & Property</u>

The Contractor shall promptly advise the Town of all damages to property of the Town or of others, or of injuries incurred by persons other than employees of the Contractor, in any manner relating, either directly or indirectly, to the performance of this agreement.

#### 9. 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") in accordance with the following requirements:

- (a) the Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter;
- (b) the Town Auditor, State Comptroller, the Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to 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 Town 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 Town official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified and designation of said records as exempt under the statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Town's right to discovery in any pending or future litigation.

#### 10. Claims For Payment

All invoices or claims for which payment is sought from the Town must be submitted in accordance with the following:

- (a) each claim for payment must include
  - (1) an invoice detailing the claim,
  - (2) copies of all documentation supporting the claim,
  - (3) a properly completed Town standard voucher, which includes
    - (i) the Town contract number under which payment is being claimed, AND
    - (ii) the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. [Failure to include this number or numbers will prevent and preclude payment by the Town; except that where the payee does not have such number or numbers, the payee, on the invoice or Town voucher, must give the reason or reasons why the payee does not have such number or numbers and such reasons constitute a valid excuse under law.]
- (b) Unless otherwise provided in this agreement, each claim for payment must be submitted to the Town no later than 30 days after the work, labor, materials, and/or services for which payment is claimed were rendered or furnished.
- (c) Notwithstanding any other provision of this agreement, no claim for payment shall be valid, and the Town shall not be liable for payment thereof, unless it is submitted to the Town within 30 days of the close of the calendar year in which the work, labor, materials, and/or services for which payment is claimed were rendered or furnished.
- (d) Unless otherwise provided in this agreement, the requirements of this paragraph 10, and/or of any other provisions of this agreement which supersede the same, shall constitute conditions precedent to the Town's payment obligation, and failure to comply with any or all of said requirements shall entitle the Town to deny payment.
- (e) As a further condition of payment, each claim of payment shall be accompanied by a Contractor and Sub-Contractor Progress Payment Waiver, Release and Discharge, and each Final Payment shall be accompanied by a Contractor and Sub-Contractor Final Payment, Waiver and Release form. As well as a Contractor Affidavit relative to Final Payment. Copies of these forms are attached and made a part hereof. (Please disregard if these forms do not pertain).

#### 11. Consent

In the event that State or Federal law requires the recipient of services to be furnished and rendered under this agreement to give his/her prior consent thereto, the contractor shall obtain such person's consent and furnish proof thereof to the Town.

#### 12. Executory Clause

The Town shall have no liability under this contract to the Contractor or to anyone else beyond the funds appropriated and available for this contract.

#### 13. Public Work & Building Service Contract Requirements

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:

- (a) neither the 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; and
- (b) the 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.

#### 14. Public Work Contracts – Hazardous Substances

If this is a contract for public work, the Contractor agrees as follows:

(a) the Contractor acknowledges that the Town uses and/or produces various substances which

- may be classified as hazardous under OSHA's Hazard Communication Standard;
- (b) the Contractor recognizes the use of said substances by the Town and acknowledges that the Town has provided, or upon request will provide, the Contractor with a description of such substances which may be present in the area of the Town's facility/facilities to which the Contractor may have accessed during the performance of this contract;
- (c) the Contractor acknowledges that the Town has provided, or upon request will provide, suggestions for appropriate protective measures which should be observed when the Contractor is in the area of any such hazardous substances;
- (d) the Contractor agrees to be solely responsible for providing training and information to its employees regarding any such hazardous substances, as well as of any protective measures suggested by the Town;
- (e) the Contractor agrees to be solely responsible to ensure that the Contractor's employees observe protective measures during the performance of their duties in the performance of the contract, and that all such protective measures will be at least as stringent as those suggested or which would have been suggested by the Town;
- (f) in the event that the Contractor's performance of the work under this contract requires the use of any hazardous substances, the Contractor shall notify the Town in advance of bringing in and/or using such substances in or upon Town property and suggest to the Town appropriate measures to be observed by the Town, its officers and employees, and/or the public; and
- (g) in the event the Contractor fails in whole or in part to comply with the terms of this paragraph, the Town shall have the right to interrupt the Contractor's work and/or terminate this contract, and the Contractor shall be prohibited from renewing such work until all applicable safety and health procedures and practices are implemented by the Contractor.

#### 15. <u>Disputes</u>

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be heard in the Essex County Supreme Court or any other court of competent jurisdiction within Essex County, New York.

#### 16. Non-Assignment

This agreement may not be assigned, subcontracted, transferred, conveyed, sublet or otherwise disposed of in whole or in part, by the Contractor, without the prior written consent of the Town, and any attempts to assign the contract without the Town's written consent are null and void.

#### 17. No Collusion

If this contract was awarded based upon the submission of bids, the Contractor warrants, under penalty of perjury, that:

- (a) its bid was arrived at independently and without collusion aimed at restricting competition; and
- (b) at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Town a non-collusive bidding certification on Contractor's behalf.

#### 18. International Boycott

In accordance with Section 220-f of the Labor Law, if this contract exceeds \$5,000.00, 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, 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 Town Manager within five

(5) business days of such conviction, determination or disposition of appeal.

#### 19. Town's Rights of Set-Off

The Town shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Town's option to withhold for the purposes of set-off any moneys due to the Contractor under this agreement up to any amounts due and owing to the Town with regard to this contract, any other contract with any Town 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 Town for any other reason, including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The Town shall exercise its set-off rights in accordance with normal Town practices, including, in cases of set-off pursuant to an audit, the acceptance of such audit by the Town Board or its designated representative.

#### 20. Contractor Defined

Whenever the term "Contractor" is used in this agreement, such term shall include and apply to all employees, all officers, directors and agents, if any, of the Contractor.

#### 21. <u>Amendment</u>

This agreement may not be amended, modified or renewed except by written agreement signed by the Contractor and the Town.

#### 22. Ownership Of Work Products

All final and written or tangible work products completed by the Contractor shall belong to the Town. In the event of premature discontinuance of performance, the Contractor agrees to deliver all existing products and data files to the Town.

#### 23. <u>Executive Order Debarment/Suspension</u>

In the event that this contract involves the Contractor furnishing goods and services in excess of \$100,000.00, or constitutes a subaward to subrecipients, under any Federal program, grant or other funding source, then by executing this agreement the Contractor certifies that neither it nor any of its principals are suspended or debarred within the scope or meaning of Executive Orders 12549 and 12689, any Federal or State regulation implementing or codifying the same, or any other Federal or State law, rule or regulation.

## 24. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

In the event that this contract involves the use or disclosure of protected health information within the meaning or application of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations thereunder, the following provisions of this paragraph shall apply.

- (a) <u>Definitions.</u> The terms used, but not otherwise defined, in this Agreement shall have the same meaning as given such terms in 45 CFR §160.103 and §164.501, as the same may be amended from time to time, including but not limited to the following.
  - (1) "Business Associate" shall mean the Contractor, its officers, employees, agents and subcontractors.
  - (2) "Covered Entity" shall mean the Town, its departments, agencies, officers and employees.
  - (3) "Individual" shall have the same meaning as given such term in 45 CFR §164.501 and shall also include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
  - (4) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.

- (5) "Protected Health Information" shall have the same meaning as given such term in 45 CFR §164.501, limited to the information created or received by Contractor from or on behalf of the County.
- (6) "Required by law" shall have the same meaning as given such term in 45 CFR §164.501.
- (7) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

#### (b) Obligations and Activities of Contractor.

Contractor agrees to:

- (1) not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law;
- (2) use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement;
- (3) mitigate, to the extent practicable, any harmful effect that is known, should have been known, and/or discovered to/by Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement;
- (4) report to the County any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware;
- (5) ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of the County agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information;
- (6) provide access, at the request of the County, and in the time and manner designated by the County or the Secretary, to Protected Health Information in a Designated Record Set, to the County or, as directed by the County, to an Individual in order to meet the requirements under 45 CFR §164.524:
- (7) make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR §164.526 at the request of the County or an Individual, and in the time and manner designated by the County or the Secretary;
- (8) make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, the County available to the County, and/or to the Secretary, in a time and manner designated by the County or by the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule;
- (9) document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528;
- (10) provide to the County or an Individual, in time and manner designated by the County or the Secretary, information collected in accordance with the above subparagraph (b)(9) of this Agreement, to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

#### (c) Permitted Uses and Disclosures by Contractor.

Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the persons entitled to services under this Agreement:

(1) solely for the purposes of performing Contractor's obligations under this Agreement, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County; or

- (2) provided that such use or disclosures are required by law; or
- (3) Contractor
  - (A) obtains written authorization(s) from the individual to which the information pertains permitting the specific uses or disclosures of such information to third persons,
  - (B) represents and agrees in writing with such individual that the information to be used and/or disclosed will remain confidential and used or further disclosed only as required by law or for the purposes specified in the written authorization(s), and
  - (C) such third persons agree in writing to notify the County as soon as practicable and in writing of any instances of which such third person(s) is/are aware in which the confidentiality of the information has been breached; or
- (4) provide Data Aggregation services to the County as permitted by 42 CFR §164.504(e)(2)(i)(B); or
- (5) report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

#### (d) <u>County To Inform Contractor of Privacy Practices and Restrictions.</u>

The County agrees to notify the Contractor of any

- (1) limitation(s) in its notice of privacy practices of the County in accordance with 45 CFR §164.520, to the extent that such limitation may affect the Contractor's use or disclosure of Protected Health Information:
- (2) changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Contractor's use or disclosure of Protected Health Information; and/or
- (3) restriction to the use or disclosure of Protected Health Information that the County has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Contractor's use or disclosure of Protected Health Information.

#### (e) Permissible Requests by County.

The County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the County; except that in the event that the services to be furnished by the Contractor under this Agreement requires data aggregation by the Contractor, the Contractor may use or disclose protected health information for such data aggregation or management and administrative activities of Contractor.

#### (f) Survival of Provisions.

The obligations of the Contractor under this paragraph 24 shall survive the expiration of the term of this Agreement and/or the termination of this Agreement, and said obligations shall remain effective and shall not terminate until all of the Protected Health Information provided by the County to Contractor, or created or received by Contractor on behalf of the County, is destroyed or returned to the County, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in subparagraph (g) below.

#### (g) Return or Destruction of Protected Health Information.

Except as otherwise provided below, upon termination of this Agreement for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon determination by the County that return or destruction of Protected

Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

#### (h) <u>Termination for Cause.</u>

Upon the County's knowledge of a material breach of this paragraph by Contractor, the County shall:

- (1) either:
  - (A) provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement within the time specified by the County, or
  - (B) immediately terminate this Agreement if cure is not possible; and
- (2) report the violation to the Secretary.

#### (I) <u>Miscellaneous.</u>

- (1) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Contractor under this paragraph 24 of this Agreement shall survive the termination of this Agreement.
- (4) Interpretation. Any ambiguity in this Agreement shall be resolved to permit the County to comply with the Privacy Rule.

#### 25. Severability

If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

#### 26. Entire Agreement

This agreement is the entire agreement between the parties, and the same shall be construed in accordance with the laws of the State of New York.

#### 27. For Medicaid/Federal Health Care Related Work

#### Excluded/Debarred Party Clause

The Vendor/Contractor represents and warrants that it, nor its employees or contractors, are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

In the event Vendor/Contractor, or one of it employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Vendor/Contractor will notify the Town in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Vendor/Contractor, the Town reserves the right to immediately cease contracting with the Vendor/Contractor.

If Vendor/Contractor is an Employment Agency, the Vendor/Contractor represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program"

as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program. The Vendor/Contractor further represents and warrants it will, at a minimum, check monthly all of it employees and subcontractors against:

- The General Services Administration's Federal Excluded Party List System (or any successor system,
- The United States Department of Health and Human Service's Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list,
- The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities.

In the event an excluded party is discovered the Vendor/Contractor will notify the Town in writing within three (3) days after such event.

Upon the occurrence of such event, whether or not such notice is given to the Vendor/Contractor, the Town reserves the right to immediately cease contracting with the Vendor/Contractor.

#### 28. Cooperative Purchasing (Piggybacking)

Pursuant to General Municipal Law §103 and County Law §408-a, any political sub-division or fire company (as both are defined in Section 100 of the GML) or district authorized to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment and supplies may make said purchases under this existing contract (Piggyback) provided, and on condition that this present contract was LET TO THE LOWEST RESPONSIBLE BIDDER. Therefore all terms and conditions under this contract are extended to other political sub-divisions and governmental entities.

Purchases under this contract by any other political sub-	-division	other than the To	own shall be
pursuant to the terms and conditions of Resolution No.	of	dated	

## APPENDIX E

# GENERAL SPECIFICATIONS FOR PROCUREMENT CONTRACTS

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#### <u>PART I</u> General Provisions

- 1. APPLICABILITY The terms and conditions set forth herein are expressly incorporated in and applicable to all procurements and resulting procurement contracts let by the Town where incorporated by reference in its Bid Documents. The provisions herein shall govern such procurement or contract unless expressly modified or amended by the terms of a Bid Specifications, or a negotiated Contract/Clarification document, if any. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.
- 2. GOVERNING LAW The laws of the State of New York shall govern and apply to the procurement, any resulting contract and for determinations in a court of competent jurisdiction in New York of any and all disputes, litigation or interpretations arising from or connected with the procurement or contract, except where expressly superseded in a specific contract letting or where the Federal supremacy clause requires otherwise. These specifications are modeled after and upon the specifications developed and used by the New York State Office of General Services for procurements by New York State.
- **3. APPENDIX A / INSURANCE** The mandatory terms for all Town contracts are expressly incorporated herein and in all bid documents and/or resulting contracts, such terms being set forth in Appendix A (Standard Clauses for Town Contracts). Insurance requirements are also attached and incorporated herein.
- **4. ETHICS COMPLIANCE** All Bidders/Contractors and their employees must comply with the requirements of the *General Municipal Law*, the *Public Officers Law*, and other State codes, rules and regulations establishing ethical standards for the conduct of business with New York State and/or municipalities. In signing the bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving the Town and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.
- **5. CONFLICT OF CLAUSES** Conflicts between procurement or contract documents shall be resolved in the following order of precedence:
  - (a) Appendix A (Standard Clauses for Town Contracts)
  - **(b)** Contract/Clarification Documents Writing(s) setting forth the final agreements, clarifications, terms, statement of work and/or modifications between the Bid Documents and Contractors Bid or Mini-bid.
  - (c) Bid Documents Bid Specifications prepared by the Town
  - (d) Contractors Bid or Proposal

#### 6. DEFINITIONS

Terms used in this document shall have the following meanings:

**AGENCY OR AGENCIES** The Town, acting by or through one or more departments, boards, commissions, offices or institutions of the Town.

**ANCILLARY PRODUCT:** Product which is purchased or licensed on a restricted use basis in conjunction with the principal manufacturers Product being acquired (e.g. may be used only in combination, or by educational institutions for research use).

AUTHORIZED USER(S) Agencies, or any other entity authorized by the Town to participate in Town

procurement contracts (including but not limited to political subdivisions, public authorities, school districts and public benefit corporations), provided that each such Agency or other entity shall be held solely responsible for liabilities or payments due as a result of its participation. The term "Authorized User" shall include "Licensees."

**BID OR BID PROPOSAL** An offer or proposal submitted by a Bidder to furnish a described product or a solution or means of achieving a practical end, at a stated price for the stated contract term.

**BIDDER** Any individual or other legal entity, (including but not limited to partnership, firm or corporation) which submits a bid in response to a Bid Solicitation. The term Bidder shall also include "offeror" and/or "contractor".

**BID DOCUMENTS** Writings setting forth the scope, terms, conditions and technical specifications for a procurement of Product. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotation (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions which are incorporated by reference, e.g. Appendix A (Standard Clauses for NYS Contracts), Appendix B, (General Specifications). Where these General Specifications are incorporated in negotiated contracts which have not been competitively bid, the term "Bid Documents" shall be deemed to refer to the terms and conditions set forth in the negotiated contract.

**BID SOLICITATION** The notice or advertisement of an intent to purchase a specified Product by or on behalf of Authorized User(s).

**BID SPECIFICATION** A written description drafted by the Town or an authorized user setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a commodity or construction item, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where these *General Specifications* are incorporated in negotiated contracts which have not been competitively bid, the term "Bid Specifications" shall be deemed to refer to the terms and conditions set forth in the negotiated contract.

**CONTRACT** The writing(s) which contain the agreement of the Commissioner and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law.

**CONTRACT AWARD NOTIFICATION** An announcement to Authorized Users that a contract has been established.

**CONTRACTOR** Any successful Bidder(s) to whom a contract has been awarded by the Purchasing Agent. The term "Contractor" includes Licensors.

**EMERGENCY** An urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

**ERROR CORRECTIONS** Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

**GROUP** A classification of Product (commodities, services or technology).

**INVITATION FOR BIDS (IFB)** A type of Bid Document which is most typically used where requirements can be stated and award will be made to the lowest responsive bid submitted by the most responsible Bidder(s).

**LATE BID** For purposes of bid openings held and conducted by the Town Purchasing Agent, a bid not received in such place as may be designated on the Bid Specifications or in the Office of the Town Purchasing Agent, at or before the date and time established in the Bid Specifications for the bid opening.

**LETTER OF ACCEPTANCE** A letter to the successful Bidder(s) indicating acceptance of its bid in response to a solicitation. Unless otherwise specified, the issuance of a Letter of Acceptance forms a contract but is not an order for Product, and Contractor should not take any action with respect to actual contract deliveries except on the basis of Purchase Orders sent from Authorized User(s).

**LICENSED SOFTWARE** Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes ancillary products, error corrections, upgrades, enhancements or new releases, and any deliverables due under a maintenance or service contract (e.g. patches, fixes, PTFs, programs, code or data conversion, or custom programming).

**LICENSEE** The Town, or one or more Agencies or Authorized Users who acquire Product from Contractor by execution of a license in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the individual Authorized User(s) on whose behalf the license was executed who took receipt of the Product, and who shall be solely responsible for performance and liabilities incurred.

**LICENSOR** A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.

**MULTIPLE AWARD** A determination and award of a contract in the discretion of the Purchasing Agent to more than one responsive and responsible Bidder who meets the requirements of a specification, where the multiple award is made on the grounds set forth in the Bid Document in order to satisfy multiple factors and needs of Authorized Users (e.g., complexity of items, various manufacturers, differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, geographic location or other pertinent factors).

**NEW PRODUCT RELEASES (Product Revisions)** Any commercially released revisions to the version of a Product as may be generally offered and available to Authorized Users. New releases involve a substantial revision of functionality from a previously released version of the Product.

**PROCUREMENT RECORD** Documentation by the Town Purchasing Agent of the decisions made and approach taken during the procurement process.

**PRODUCT** A deliverable under any Bid or Contract which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

**PURCHASE ORDER** The Town's fiscal form or format which is used when making a purchase.

**REQUEST FOR PROPOSALS (RFP)** A type of Bid Document which is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the method of award is "best value", as defined by the Town's Procurement Policy and New York Law.

**REQUEST FOR QUOTATION (RFQ)** A type of Bid Document which can be used when a formal bid opening is not required (e.g. discretionary, sole source, single source or emergency purchases).

**RESPONSIBLE BIDDER** A Bidder that is determined to have skill, judgment and integrity, and that is found to be competent, reliable, experienced and qualified financially, as determined by the Town

Purchasing Agent.

**RESPONSIVE BIDDER** A Bidder meeting the specifications or requirements prescribed in the Bid Document or solicitation, as determined by the Purchasing Agent.

**SINGLE SOURCE** A procurement where two or more offerors can supply the required Product, and the Purchasing Agent may award the contract to one Bidder over the other.

**SOLE SOURCE** A procurement where only one offeror is capable of supplying the required Product.

#### **Bid Submission**

- **7. BID LANGUAGE & CURRENCY** All offers (tenders), and all information and Product documentation required by the solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (\$ US). Any offers (tenders) submitted which do not meet the above criteria will be rejected.
- **8. BID OPENING** Bids may, as applicable, be opened publicly. The Purchasing Agent reserves the right at anytime to postpone or cancel a scheduled bid opening.
- **9. BID SUBMISSION** The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, material, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

All bids shall comply with the following:

- (a) Bids are to be packaged, sealed and submitted to the location stated in the Bid Specifications. Bidders are solely responsible for timely delivery of their bids to the location set forth in the Bid Specifications prior to the stated bid opening date/time.
- **(b)** A bid return envelope, if provided with the Bid Specifications, should be used with the bid sealed inside. If the bid response does not fit into the envelope, the bid envelope should be taped onto the outside of the sealed box or package with the bid inside. If using a commercial delivery company which requires use of their shipping package or envelope, Bidders sealed bid, labeled as detailed below, should be placed within the shippers sealed envelope to ensure that the bid is not prematurely opened. All bids must have a label on the outside of the package or shipping container outlining the following information:

"BID ENCLOSED" (bold print, all capitals)
IFB or RFP Number
Bid Submission date and time

In the event that a Bidder fails to provide such information on the return bid envelope or shipping material, the Town reserves the right to open the shipping package or envelope to determine the proper bid number or Product group, and the date and time of bid opening. Bidder shall have no claim against the receiving entity arising from such opening and such opening shall not affect the validity of the bid or the procurement. Notwithstanding the Town's right to open a bid to ascertain the foregoing information, Bidder assumes all risk of late delivery associated with the bid not being identified, packaged or labeled in accordance with the foregoing requirements.

**10. FACSIMILE SUBMISSIONS** Unless specifically authorized by the terms of the Bid Specifications, facsimile bids ARE PROHIBITED AND SHALL NOT BE ACCEPTED. Where the bid specifications are silent as to the submission of bids by facsimile, no fax bids shall be permitted or accepted. Where specifically authorized, the following rules and conditions apply:

- (a) FAX number(s) indicated in the Bid Specifications must be used.
- **(b)** Access to the facsimile machine(s) is on a "first come, first serve" basis, and the Purchasing Agent bears no liability or responsibility and makes no guarantee whatsoever with respect to the Bidders access to such equipment at any specific time.
- **(c)** Bidders are solely responsible for submission and receipt of the entire facsimile bid by the Town Purchasing Agent prior to bid opening and must include on the first page of the transmission the total number of pages transmitted in the bid, including the cover page. Incomplete, ambiguous or unreadable transmissions in whole or in part may be rejected at the sole discretion of the Purchasing Agent.
- (d) Facsimile bids are fully governed by all conditions outlined in the Bid Documents and must be submitted on forms or in the format required in the Bid Specifications, including the executed signature page and acknowledgment.
- **11. AUTHENTICATION OF FACSIMILE BIDS** The act of submitting a bid by facsimile transmission, when, as and if specifically authorized, including an executed signature page, shall be deemed a confirming act by Bidder which authenticates the signing of the bid.
- 12. LATE BIDS Any bid received at the specified location after the time specified will be considered a late bid. A late bid shall not be considered for award unless acceptance of the late bid is in the best interests of the Town and either (a) no timely bids meeting the requirements of the Bid Documents are received, or (b) in the case of a multiple award, an insufficient number of timely bids were received to satisfy the multiple award. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the Town, shall not excuse late bid submissions. Otherwise, all late bids will not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the Town. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
- 13. BID CONTENTS Bids must be complete and legible. All bids must be signed. All information required by the Bid Specifications must be supplied by the Bidder on the forms or in the format specified in the Bid Specifications. No alteration, erasure or addition is to be made to the Bid Documents. Changes may be ignored by the Purchasing Agent or may be grounds for rejection of the bid. Changes, corrections and/or use of white-out in the bid or Bidders response portion of the Bid Document must be initialed by an authorized representative of the Bidder. Bidders are cautioned to verify their bids before submission, as amendments to bids or requests for withdrawal of bids received by the Purchasing Agent after the time specified for the bid opening, may not be considered. All lines must have an indication of bidders response whether it be "o", "N/A" or a dollar figure. All lines must be filled in to indicate bidder acknowledgment of the request. Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid. The Purchasing Agent shall not assume there is "no charge" when lines are left empty.

Bidders must submit with bid detailed specifications, circulars, warranties and all necessary data on items he proposes to furnish. This information must show clearly that the item offered meets all detailed specifications herein. The Purchasing Agent reserves the right to reject any bid if its compliance with the specifications is not clearly evident. If item offered differs from the provisions contained in these specifications such differences must be explained in detail, and bid will receive careful consideration if such deviations do not depart from the intent of these specifications and are to the best interests of the Town as interpreted by the Town.

It is the responsibility of the bidder to offer a product that meets the specifications of the manufacturer model as listed.

All stock electrical items must be listed and approved by Underwriters' Laboratories, Inc.

**14. EXTRANEOUS TERMS** Bids must conform to the terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the bid non-responsive and may result in rejection of the bid.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) which are attached or referenced with the submission shall not be considered part of the bid, but shall be deemed included for informational or promotional purposes only.

Only those extraneous terms which meet all the following requirements will be considered as having been submitted as part of the Bid:

- (a) Each proposed extraneous term (addition, counter-offer, deviation, or modification) must be specifically enumerated in a writing which is not part of a pre-printed form; and
- **(b)** The writing must identify the particular specification requirement (if any) which Bidder rejects or proposes to modify by inclusion of the extraneous term; and
- **(c)** The Bidder shall enumerate the proposed addition, counteroffer, modification or deviation from the Bid Document, and the reasons therefore.

No extraneous term(s), whether or not deemed "material," shall be incorporated into a contract unless the Purchasing Agent expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s).

- **15. CONFIDENTIAL** *I* **TRADE SECRET MATERIALS** Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the *Freedom of Information Law* must request the exemption in writing, setting forth the reasons for the claimed exemption, at the time of submission. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.
- **16. PREVAILING WAGE RATES Public Works and Building Services Contracts** If any portion of work being bid is subject to the prevailing wage rate provisions of Labor Law, the following shall apply:
  - (a) "Public Works" and "Building Services" Definitions
- **i. Public Works** *Labor Law* Article 8 applies to contracts for public improvement in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts). The State, a public benefit corporation, a municipal corporation (including a school district), or a commission appointed by law must be a party to the contract. The wage and hours provision applies to any work performed by contractor or subcontractors.
- **ii. Building Services** *Labor* Law Article 9 applies to contracts for building service work over \$1,500 with a public agency, which 1) involve the care or maintenance of an existing building, or 2) involve the transportation of office furniture or equipment to or from such building, or 3) involve the transportation and delivery of fossil fuel to such building, and 4) the principal purpose of which is to furnish services through use of building service employees.
- **(b)** Prevailing Wage Rate Applicable to Bid Submissions A copy of the applicable prevailing wage rates to be paid or provided are attached to this solicitation. Bidders must submit bids

which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Where the Bid Documents require the Bidder to enumerate hourly wage rates in the bid, Bidders may not submit bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. **Bids which fail to comply with this requirement will be disqualified.** 

- (c) Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the contract term that apply to the classes of individuals supplied by the contractor on any projects which result from this contract which are subject to the provisions of the *Labor Law*. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.
- (d) Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the Labor Law, as amended by Chapter 565 of the Laws of 1997:
- **i. Posting** The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.
- **ii. Payroll Records** Contractors and sub-contractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.
- iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and sub-contractors on public works projects must submit monthly payroll transcripts to the Town which has prepared or directs the preparation of the plans and specifications for a public works project, as set forth in the Bid Specifications. For mini-bid solicitations, the payroll records must be submitted to the entity preparing the agency mini-bid project specification. For "agency specific" bids, the payroll records should be submitted to the entity issuing the purchase order. For all other Town procurement contracts, such records should be submitted to the individual agency issuing the purchase order(s) for the work. Upon mutual agreement of the Contractor and the Town, the form of submission may be submitted in a specified disk format acceptable to the Department of Labor so long as: 1) the contractor/subcontractor retains the original records; and, (2) an original signed letter by a duly authorized individual of the contractor or subcontractor attesting to the truth and accuracy of the records accompanies the disk. This provision does not apply to building services contracts.
- **iv. Records Retention** Contractors and subcontractors must preserve such certified transcripts for a period of three years from the date of completion of work on the awarded contract.
- (e) Days Labor Defined for Article 8, Public Works (For Purposes of Article 8 of the Labor Law) No laborer, worker or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do all or part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the Town Purchasing Agent for the preservation of the contract site or for the protection of the life and limb of the persons using the contract site.

#### 17. TAXES

- (a) Unless otherwise specified in the Bid Specifications or set forth in this clause, the quoted bid price includes all taxes applicable to the transaction.
- (b) Purchases made by the Town and certain non-Town Authorized Users are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State Sales tax exemption, either the Purchase Order issued by a Town Agency or the invoice forwarded to authorize payment for such items will be sufficient evidence that the sale by the Contractor was made to the Town, an exempt organization under Section 1116 (a) (1) of the *Tax Law*. Non-Town Authorized Users must offer their own proof of exemption where required. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor. For tax free transactions under the Internal Revenue Code, the Town Registration Number is

**(c)** Purchases by Authorized Users other than the Town may be subject to such taxes, and in those instances the tax should be computed based on the bid price and added to the invoice submitted to such entity for payment.

**18. EXPENSES PRIOR TO AWARD** The Town is not liable for any costs incurred by a Bidder in the preparation and production of a bid or for any work performed prior to contract award and/or issuance of an approved Purchase Order.

**19. ADVERTISING BID RESULTS** A Bidder in submitting a bid agrees not to use the results therefrom as a part of any commercial advertising without the prior written approval of the Purchasing Agent. In addition to any other sanctions or remedies available to it in law or equity, the Purchasing Agent may suspend from bidding on its requirements or terminate a contract of any Bidder/Contractor who violates the terms of this clause.

#### 20. PRODUCT REFERENCES

- (a) "Or Equal" On all Bid Specifications the words "or equal" are understood to apply where a copyright brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Purchasing Agents decision as to acceptance of the Product as equal shall be final.
- **(b)** Discrepancies in References In the event of a discrepancy between the model number referenced in the Bid Specifications and the written description of the Products therein which cannot be reconciled, with respect to such discrepancy, then the written description shall prevail.
- **21. RECYCLED OR RECOVERED MATERIALS** Upon the conditions specified in the Bid Specifications and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid Specifications. Where such use is not practical, suitable, or permitted by the Bid Specifications, Contractor shall deliver new materials in accordance with the "Warranties & Guaranties" set forth below.

Refurbished or remanufactured components or items may only be accepted at the discretion of the Purchasing Agent, or upon the conditions set forth in the Bid Specifications.

Items with recycled, recovered, refurbished or remanufactured content must be identified in the bid or will be deemed new Product.

**22. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS** Bids offering Products which are manufactured or produced in public institutions will be rejected.

#### 23. PRICING

- (a) Unit Pricing If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item, in the bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Purchasing Agent, such unit pricing is obviously erroneous.
- **(b) Net Pricing** Prices must be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Bid Specifications, subject only to the cash discount. If the award is to be made on another basis, transportation and other charges must be prepaid by the Contractor and added to the invoice as a separate item, unless otherwise required in the Bid Specifications.
- **(c) "No Charge" Bid** When bids are requested on a number of Products as a group or Lot, a Bidder desiring to bid "no charge" on a Product in the grouping or Lot must clearly indicate such. Otherwise, such bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Purchasing Agent.

If a price is written in numbers and alpha, the alpha will govern.

Prices shall be net FOB any point in the Town, Essex County New York. Price quoted shall include all delivery costs. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted by the Town.

#### 24. DRAWINGS

- (a) Drawings Submitted With Bid When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by the Purchasing Agent, be considered a part of the bid and of any resulting contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.
- (b) Drawings Submitted During the Contract Term Where required by the Bid Specifications to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall be required to develop, maintain, deliver and update such drawings on an ongoing basis at no additional charge. Contractor shall be responsible for updating drawings and plans during the contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the Authorized Users representative as required by the Bid Specifications. Where required, Contractor shall furnish to Authorized User in a timely manner the required drawings representing the then current, "as modified" condition of all product included in the scope of work.

- (c) Accuracy of Drawings Submitted All drawings shall be neat and professional in manner and shall be clearly labeled as to locations and type of product, connections and components. Drawings and diagrams are to be in compliance with accepted drafting standards. Acceptance or approval of such plans shall not relieve the Contractor from responsibility for design or other errors of any sort in the drawings or plans, or from its responsibility for performing as required, furnishing product, services or installation, or carrying out any other requirements of the intended scope of work.
- 25. SITE INSPECTION Where Bidder is required by the Bid Specifications to deliver or install Product, or to service installed product(s) or equipment, Bidder shall be given an opportunity and shall be required to inspect the site prior to submission of the Bid, including environmental or other conditions or pre-existing deficiencies in the installed product, equipment or environment, which may affect Bidders ability to deliver, install or otherwise provide the required product. All inquiries regarding such conditions may only be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which such inspection or inquiry might have disclosed, and to have included the costs of repair in its bid. Bidder must provide a detailed explanation of work intended to be performed under this clause. Bidder shall be required to remedy any pre-existing deficiencies or conditions at the commencement of the contract term. Reimbursement for the cost of repairing the conditions or deficiencies shall be separately enumerated in the bid.

#### 26. SAMPLES

- (a) Standard Samples Bid Specifications may indicate that the Product to be purchased must be equal to a standard sample on display in a place designated by the Purchasing Agent and such sample will be made available to the Bidder for examination prior to the opening date. Failure by the Bidder to examine such sample shall not entitle the Bidder to any relief from the conditions imposed by the Bid Documents.
- **(b) Bidder Supplied Samples** The Purchasing Agent reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidders name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate bid or the Town contract reference.

A sample may be held by the Purchasing Agent during the entire term of the contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidders expense and risk. Where the Bidder has failed to fully instruct the Purchasing Agent as to the return of the sample (i.e. mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

- **(c) Enhanced Samples** When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractors default, the Purchasing Agent may procure a commodity substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.
- (d) Conformance with Sample(s) Submission of a sample (whether or not such sample is tested by, or for, the Purchasing Agent) and approval thereof shall not relieve the Contractor from full compliance with all conditions and terms, performance related and otherwise, specified

in the Bid Documents. If in the judgment of the Purchasing Agent the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Documents, the Purchasing Agent may reject the bid. If an award has been made, the Purchasing Agent may cancel the contract at the expense of the Contractor.

- **(e) Testing** All samples are subject to tests in the manner and place designated by the Purchasing Agent, either prior to or after contract award. Unless otherwise stated in the Bid Specifications, Bidder Samples consumed or rendered useless by testing will not be returned to the Bidder.
- **27. ADDENDA / INTERPRETATION** No verbal interpretation of the intent of any of the specifications or other Contract Documents will be made before receipt of bids. Requests for interpretations prior to receipt of bids must be presented, in writing, to the Purchasing Agent, 100 Court Street, P.O. Box 217, Elizabethtown, NY 12932, and to be given consideration must be received by the Purchasing Agent at least seven (7) days prior to the date set for the opening of bids.

Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addendum or Addenda sent to all holders of Contract Documents at the addresses furnished therefor, at least five (5) days prior to the date of the opening of bids.

Failure of any bidder to receive any Addenda 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.

#### Bid Evaluation

**28. BID EVALUATION** The Purchasing Agent reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Purchasing Agent determines the best interests of the Town will be served. The Purchasing Agent, in his/her sole discretion, may accept or reject illegible, incomplete or vague bids and his/her decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the Bidders conditional or revocable terms in the offer.

Where a bidder is requested to submit a bid on individual items and/or on a total sum or sums, the right is reserved to award bids on individual items or on total sums. The Town reserves the right to award in whole or in part based on the lowest responsible bid.

The following three items will automatically render a bid unacceptable to the Town:

- a. Failure to sign bid proposal page.
- b. Failure to include necessary bid deposit (as required).
- c. Failure to sign and submit non-collusive bidding certificate.

It shall be fully understood that any deviations from the inclusion of the above items will be grounds to see the bid as non-compliant and will not be considered for award.

The Purchasing Agent reserves the right to reject such bids, as in his opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. One in which the amount bid for one or more separate items is substantially out of line with the current market prices for the materials and/or work covered thereby.

**29. CONDITIONAL BID** Unless the Bid Specifications provides otherwise, a bid is not rendered non-responsive if the Bidder specifies that the award will be accepted only on all or a specified group of items or Product included in the specification. It is understood that nothing herein shall be deemed to change or alter the method of award contained in the Bid Documents.

- **30. CLARIFICATIONS / REVISIONS** Prior to award, the Purchasing Agent reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all Bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.
- **31. PROMPT PAYMENT DISCOUNTS** While prompt payment discounts will not be considered in determining the low bid, the Purchasing Agent may consider any prompt payment discount in resolving bids which are otherwise tied. However, any notation indicating that the price is net, (e.g. net 30 days), shall be understood to mean only that no prompt payment discount is offered by the Bidder. The imposition of service, interest, or other charges, except pursuant to the provisions of Article 11\_A of the *State Finance Law,* which are applicable in any case, may render the bid non-responsive and may be cause for its rejection.
- **32. EQUIVALENT OR IDENTICAL BIDS** In the event two offers are found to be substantially equivalent, price shall be the basis for determining the award recipient. If two or more Bidders submit substantially equivalent bids as to pricing or other factors, the decision of the Purchasing Agent to award a contract to one or more of such Bidders shall be final.
- 33. PERFORMANCE QUALIFICATIONS The Purchasing Agent reserves the right to investigate or inspect at any time whether or not the Product, qualifications or facilities offered by the Bidder/Contractor meet the requirements set forth in the Bid Documents. Contractor shall at all times during the contract term remain responsible and responsive. A Bidder/Contractor must be prepared, if requested by the Purchasing Agent, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production, distribution and servicing of the Product bid. If the Purchasing Agent determines that the conditions and terms of the Bid Documents or Contract are not complied with, or that items or Product proposed to be furnished do not meet the specified requirements, or that the qualifications, financial standing or facilities are not satisfactory, or that performance is untimely, the Purchasing Agent may reject such bid or terminate the contract. Nothing in the foregoing shall mean or imply that it is obligatory upon the Purchasing Agent to make an investigation either before or after award of a contract, but should such investigation be made, it in no way relieves the Bidder/Contractor from fulfilling all requirements and conditions of the contract.
- **34. DISQUALIFICATION FOR PAST PERFORMANCE** Bidder may be disqualified from receiving awards if Bidder, or anyone in Bidders employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- **35. QUANTITY CHANGES PRIOR TO AWARD** The Purchasing Agent reserves the right, at any time prior to the award of a specific quantity contract, to alter in good faith the quantities listed in the Bid Specifications to conform with requirements. In the event such right is exercised, the lowest responsible Bidder meeting specifications will be advised of the revised requirements and afforded an opportunity to extend or reduce its bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its bid price may result in the rejection of its bid and the award of such contract to the lowest responsible Bidder who accepts the revised requirements.
- **36. RELEASE OF BID EVALUATION MATERIALS** Requests concerning the evaluation of bids may be submitted under the *Freedom of Information Law*. Information, other than the Bid Tabulation, shall be released as required by law after contract award. Written requests should be directed to the Purchasing Agent.
- **37. TIME FRAME FOR OFFERS** The Purchasing Agent reserves the right to make awards within sixty (60) days after the date of the bid opening, during which period, bids must remain firm and cannot be withdrawn. If, however, an award is not made within the sixty (60) day period, bids shall remain firm until such later time as either a contract is awarded or the Bidder delivers to the Purchasing Agent

written notice of the withdrawal of its bid. Any bid which expressly states therein that acceptance must be made within a shorter specified time, may at the sole discretion of the Purchasing Agent, be accepted or rejected.

#### **TERMS & CONDITIONS**

- **38. CONTRACT CREATION / EXECUTION** Except as may be otherwise provided by law or by the Purchasing Agent, upon receipt of all required approvals a Contract shall be deemed executed and created with the successful Bidder(s) upon the Purchasing Agent's mailing or electronic communication to the address on the bid of (a) a Letter of Acceptance and (b) a fully executed contract, or (c) a Purchase Order authorized by the Purchasing Agent.
- **39. COMPLIANCE WITH LAWS, ETC.** The Bidder shall comply with all the provisions of the laws of the State of New York and of the United States of America which affect municipalities and municipal contracts, and any and all State and Federal rules and regulation, and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein. The Bidder's special attention is called to the following laws: *General Municipal Law* Section 1 03-d, *State Finance* Law Section 167-b prohibiting the purchase of tropical hardwood products, and the New York State Public Employee Safety & Health Act of 1980.
- **40. MODIFICATION OF TERMS** The terms and conditions set forth in the Contract shall govern all transactions by Authorized User(s) under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Purchasing Agent and Contractor.

The Contractor may, however, offer Authorized User(s) more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User(s) and Purchasing Agent by the Contractor.

Other than where such terms are more advantageous for the Authorized User(s) than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against Authorized User(s) unless authorized by the Purchasing Agent or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized Users subsequent acceptance of Product, or that Authorized User has subsequently processed such document for approval or payment.

**41. SCOPE CHANGES** The Purchasing Agent reserves the right, unilaterally, to require, by written order, changes by altering, adding to or deducting from the contract specifications, such changes to be within the general scope of the contract. The Purchasing Agent may make an equitable adjustment in the contract price or delivery date if the change affects the cost or time of performance.

With respect to any specific quantity stated in the contract, the Purchasing Agent reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the contract. Notwithstanding the foregoing, the Purchasing Agent may purchase greater or lesser percentages of contract quantities should the Purchasing Agent and Contractor so agree.

**42. ESTIMATED QUANTITY CONTRACTS** Estimated quantity contracts are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the contract term. No guarantee of any estimated quantity(s) is implied or given. Unless otherwise set forth in the Bid Specifications, contracts for services and technology are completely voluntary as to use, and therefore no quantities are guaranteed.

- **43. BEST PRICING OFFER** During the contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this contract vehicle upon the same or similar terms and conditions as that of this contract at a lower price, the price under this contract shall be immediately reduced to the lower price.
- **44. PURCHASE ORDERS** Unless otherwise authorized in writing by the Purchasing Agent, no Products are to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User requiring the Product. Unless terminated or canceled pursuant to the authority vested in the Purchasing Agent, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the contract period, addressed to the Contractor at the address set forth in the Contract for receipt of orders, or in the Contract Award Notification.

All Purchase Orders issued pursuant to contracts let by the Purchasing Agent must bear the appropriate contract number and, if necessary, required State approvals. Unless otherwise specified, all Purchase Orders against centralized contracts will be placed by Authorized Users directly with the Contractor and any discrepancy between the terms stated on the vendors order form, confirmation or acknowledgment, and the contract terms shall be resolved in favor of the terms most favorable to the Authorized User.

- If, with respect to an agency specific contract, a Purchase Order is not received within two weeks after the issuance of a Contract Award Notification, it is the responsibility of the Contractor to request in writing that the appropriate Authorized User forward a Purchase Order. If, thereafter, a Purchase Order is not received within a reasonable period of time, the Contractor shall promptly notify the appropriate purchasing officer in the Town. Failure to timely notify such officer may, in the discretion of the Purchasing Agent and without cost to the State, result in the canceling of such requirement by the Purchasing Agent with, at the Purchasing Agents discretion, a corresponding reduction in the contract quantity and price.
- **45. PRODUCT DELIVERY** It shall be understood that with respect to contract deliveries, time is of the essence. Delivery must be made as ordered and in accordance with the terms of the contract. Unless otherwise specified in the Bid Specifications, delivery shall be made within thirty calendar days after receipt of a purchase order by the Contractor. The decision of the Purchasing Agent as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Purchasing Agent and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of the time for delivery must be requested in writing by the Contractor and approved in writing by the Purchasing Agent. Failure to meet such time schedule may be grounds for cancellation of the order or, in the Purchasing Agents discretion, the Contract.

The Town must be notified twenty-four (24) hours in advance of delivery. The Town reserves the right to deny acceptance of delivery if this notice is not given, at no cost to the Town.

The successful bidder shall be responsible for delivery of items in good condition at point of destination, and shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Purchasing Agent will note for the benefit of successful bidder when packages are not received in good condition. Carton shall be labeled with purchase order or contract number, successful bidders name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the Purchasing Agent. The successful bidder will be required to furnish proof of delivery in every instance.

Unloading and placing of equipment and furniture is the responsibility of the successful bidder, and the Town accepts no responsibility for unloading and placing of equipment Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the Town, and suppliers should notify their truckers accordingly.

All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Number and/or Purchase Order Number Name of Article Item Number (if applicable) Quantity Name of the Successful Bidder

**46. SATURDAY & HOLIDAY DELIVERIES** Unless otherwise specified in the Bid Specifications or by an Authorized User, deliveries will not be scheduled for Saturdays, Sundays or legal holidays observed by the State of New York except of Product for daily consumption or where an emergency exists or the delivery is a replacement or is late, in which event the convenience of the Authorized User shall govern.

#### 47. SHIPPING / RECEIPT OF PRODUCT

- (a) Packaging Tangible Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases or other types of containers. The container shall become and remain the property of the receiving entity unless otherwise specified in the contract documents.
- (b) Shipping Charges Contractor shall be responsible for insuring that the Bill of Lading states "charges prepaid" for all shipments. Unless otherwise stated in the Bid Specifications, all deliveries shall be deemed to be FOB Destination tailgate delivery at the dock of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. Shipping point plus transportation charges are understood to not relieve the contractor from responsibility for safe and proper delivery notwithstanding the Authorized Users payment of transportation charges.
- (c) Receipt of Product The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the Authorized User. Any losses resulting from the Contractors failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.
- **48. TITLE AND RISK OF LOSS** Notwithstanding the form of shipment, title and risk of loss shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g. signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product which is substandard or does not comply with the Contract terms, may be rejected or accepted on an adjusted price basis, as determined by the Purchasing Agent.
- **49. RE-WEIGHING PRODUCT** Deliveries are subject to re-weighing at the point of destination by the receiving entity. If shrinkage occurs which exceeds that normally allowable in the trade, the receiving entity shall have the option to require delivery of the difference in quantity, or to reduce the payment accordingly.
- 50. PRODUCT SUBSTITUTION In the event a specified manufacturers Product listed in the

Contractors Bid becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Force Majeure Clause below) a Product deemed by the Purchasing Agent to be the equal or better of the specified commodity or service must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Purchasing Agents approval may be cause for cancellation of contract.

- **51. REJECTED PRODUCT** When Products are rejected, they must be removed by the Contractor from the premises of the receiving entity within ten days of notification of rejection by Authorized User. Upon rejection notification, risk of loss of rejected or non-conforming Product shall remain on Contractor. Rejected items not removed by the Contractor within ten days of notification shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of the items as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition.
- **52. INSTALLATION** Where installation is required, Bidder shall be responsible for placing and installing the equipment in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects which would mar the appearance of the equipment or render it structurally unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or replace the Product in the proper location. The Contractor shall protect the site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or site to its original condition. Work shall be performed so as to cause the least inconvenience to the Authorized User(s) and with proper consideration for the rights of other contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.
- **53. REPAIRED OR REPLACED PRODUCT / COMPONENTS** Where the Contractor is required to repair, replace or substitute Product or components under the Contract, the repaired, replaced or substituted Product shall be subject to all terms and conditions for new Product set forth in the contract, including product warranties.
- **54. ON-SITE STORAGE** Materials, equipment or supplies may be stored at the Town/s or Authorized User's site at the Contractors sole risk and only with the approval of, as the case may be, the Town or the Authorized User.
- **55. EMPLOYEES** / **SUBCONTRACTORS** / **AGENTS** All employees, subcontractors or agents performing work under the contract must be trained technicians who meet or exceed the technical and training qualifications set forth in the Bid Specifications or the Bid, whichever is greater, and must comply with all rules and requirements of the Contract. The Purchasing Agent reserves the right to conduct a security background check or otherwise approve any employee or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause, including but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized Users security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the contract terms. The Purchasing Agent reserves the right to reject and/or bar from the facility for cause any employee, subcontractor, or agents of the Contractor.
- **56. ASSIGNMENT / SUBCONTRACTORS** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract, other than the assignment of the right to receive moneys due, without the prior written consent of Town. Prior to

an assignment of the right to receive moneys becoming effective, Contractor shall file a written notice of such assignment simultaneously with the Town and participating Authorized User(s).

The Purchasing Agent reserves the right to reject any proposed subcontractor, assignee or supplier for bona fide business reasons, which may include, but are not limited to: that the proposed transferee is on the Department of Labors list of companies with which New York State cannot do business; the Purchasing Agent determines that the company is not qualified; unsatisfactory contract performance or service has been previously provided; or attempts were not made to solicit minority and womens business enterprises (M/WBE) bidders for the subcontract.

**57. PERFORMANCE / BID BOND** The Town reserves the right to require the Bidder/Contractor to furnish without additional cost, a performance, payment or bid bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of the contract, whenever the Purchasing Agent in his/her sole discretion deems such bond or security to be in the Towns best interest. Where required, such bond or other security shall be in the form prescribed by the Purchasing Agent.

#### 58. STOP / SUSPENSION OF WORK

- (a) Stop Work Order The Purchasing Agent reserves the right to stop the work covered by this contract at any time that the successful Contractor becomes unable or incapable of performing the work or meeting any requirements or qualifications set forth in the contract. In the event of such stopping, the Purchasing Agent shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Contractor shall be liable for any such cost on account thereof.
- (b) Suspension of Work Order The Purchasing Agent, in his/her sole discretion, reserves the right to suspend any or all activities under this contract, at anytime, in the best interests of the State or Issuing Entity. In the event of such suspension, the contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on Town spending, declaration of emergency, or other such circumstances. Upon issuance of such suspension of work, the Contractor is not to accept any purchase orders, as specified in the Suspension Order. Activity may resume at such time as the Purchasing Agent issues a formal written notice authorizing a resumption of work.
- **59. CANCELLATION** A contract may be canceled by the Purchasing Agent, and/or an Authorized User may cancel its participation, license or service order under the contract, at the Contractors expense upon non-performance, or upon a determination that Contractor is non-responsive, or non-responsible.
- **60. FORCE MAJEURE** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor negligence of the Contractor, its officers, employees or agents contributed to such delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires or floods, or other similar cause beyond the control of the Contractor, or for any of the foregoing which affect subcontractors or suppliers and no alternate source of supply is available to the Contractor. In such event, Contractor shall notify the Purchasing Agent, by certified or registered mail, of the delay or potential delay and the cause(s) thereof either (a) within ten (10) calendar days after the cause which creates or will create the delay first arose if the Contractor could reasonably foresee that a delay could occur by reason thereof, or (b), if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe a delay could result. The foregoing shall constitute the Contractors sole remedy or excuse with respect to such delay. In the event performance is suspended or delayed, in whole or in part, by reason of any of the aforesaid causes or occurrences and proper notification is given the Purchasing Agent, any performance so suspended or delayed shall be performed by the Contractor at no increased cost, promptly after such disabilities have ceased to exist unless it is determined in the sole discretion of the Purchasing Agent

that the delay will significantly impair the value of the contract to the Town or to Authorized Users, whereupon the Purchasing Agent may:

- (a) Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to Town Agencies with respect to Product subjected to allocation; and/or
- (b) Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the contract quantity; or
- (c) Terminate the contract or the portion thereof which is subject to delivery delays, and thereby discharge any unexecuted portion of the contract or the relative part thereof.
- **61. CONTRACT BILLINGS Contractor** shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billings for Agencies must contain all information required by the Town Treasurer and/or Auditor. The Town Treasurer shall render payment for Agency purchases, and such payment shall be made in accordance with ordinary Town procedures and practices. Payment of contract purchases made by Authorized Users other than Agencies shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User.

Submission of an invoice and payment thereof shall not preclude the Purchasing Agent from reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the bid and award documents.

**62. DEFAULT** - **AUTHORIZED USER** An Authorized Users breach shall not be deemed a breach of the centralized contract. In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within 60 days of such delivery and acceptance, the Contractor may, upon 10 days advance written notice to both the Purchasing Agent and the Authorized Users purchasing official, suspend additional shipments of Product or provision of services to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future contract payments.

Notwithstanding the foregoing, the Contractor shall, at least 10 days prior to declaring a breach of contract by any Authorized User, by certified or registered mail, notify both the Purchasing Agent and the purchasing official of the breaching Authorized User of the specific facts, circumstances and grounds upon which a breach will be declared. It is understood, however, that if the Contractors basis for declaring a breach is insufficient, the Contractors declaration of breach and failure to service an Authorized User shall constitute a breach of its contract and the Town or Authorized User may thereafter utilize any remedy available at law or equity.

#### **63. INTEREST ON LATE PAYMENTS**

- (a) Town Agencies The payment of interest on certain payments due and owed by a Town agency may be made in accordance with Section 3-a of the *General Municipal Law* at the rate of three percent (3%) per annum.
- **(b) By Non-Town Agencies** The terms of Article 11-A apply only to procurements by and the consequent payment obligations of the Town. Neither expressly nor by any implication is the Town responsible for payments on any purchases made by a Non-Town Agency Authorized User.
- (c) By Contractor Should the Contractor be liable for any payments to the Town hereunder, interest, late payment charges and collection fee charges will be determined and assessed

pursuant to Section 18 of the *State Finance Law to* the same extent as though the contract was with the State of New York rather than the Town.

- **64. REMEDIES FOR BREACH** It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:
  - (a) Cover / Substitute Performance Upon the failure of the Contractor to properly perform within the time specified, failure to provide acceptable service, to make immediate replacement of rejected Product when so requested, or upon the revocation of the Contract by the Purchasing Agent for cause, or upon repudiation of the contract by the Contractor, the Purchasing Agent may, with or without formally bidding same:
  - i. Purchase from other sources to replace the Product rejected, revoked, not timely delivered or repudiated; or
  - ii. If after making reasonable attempts, under the circumstances then existing, to timely provide acceptable service or acquire replacement product of equal or comparable quality, the Purchasing Agent is unsuccessful, the Purchasing Agent may acquire acceptable service or replacement product of lesser or greater quality.

Such purchases may, in the discretion of the Purchasing Agent, be deducted from the contract quantity.

- **(b) Withhold Payment** In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Purchasing Agent. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.
- (c) Reimbursement of Costs Incurred The Contractor agrees to reimburse the Town and/or Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by the Town or Authorized User in connection therewith, including reasonable attorneys fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the contract, the Purchasing Agent may authorize an ordering Authorized User to rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to the Authorized User promptly by the Contractor or deducted by the Authorized User from payments due or to become due the Contractor on the same or another transaction.

- (d) Deduction / Credit Sums due as a result of these remedies may be deducted or offset by the Town or Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the Town or Authorized User the amount of such claim or portion of the claim still outstanding, on demand. The Purchasing Agent reserves the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc. which arise from the administration of the contract.
- **65. ASSIGNMENT OF CLAIM** Contractor hereby assigns to the Town any and all its claims for overcharges associated with this contract which may arise under the antitrust laws of the United States, 15 U.S.C. Section 1, *et seq.* and the antitrust laws of the State of New York, *General Business Law*

Section 340, et seq.

**66. TOXIC SUBSTANCES** Each Contractor furnishing a toxic substance as defined by Section 875 of the *Labor Law*, shall provide such Authorized User with not less than two copies of a material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of the *Labor Law*.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the user agency representative.

- 67. INDEPENDENT CONTRACTOR It is understood and agreed that the legal status of the Contractor, its agents, officers and employees under this Contract is that of an independent contractor, and in no manner shall they be deemed employees of the Town or Authorized User, and therefore are not entitled to any of the benefits associated with such employment. The Contractor agrees, during the term of this contract, to maintain at Contractors expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including workers compensation, disability and unemployment insurance, and to provide the Authorized User with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state and local taxes, and all FICA contributions.
- **68. SECURITY / CONFIDENTIALITY** Contractor warrants, covenants and represents that it will comply fully with all security procedures of the Town and any Authorized User(s) in performance of the Contract.

Contractor further warrants, covenants and represents that any confidential information obtained by Contractor, its agents, subcontractors, officers, or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the Town or any Authorized User hereunder or received from another third party, will not be divulged to any third parties. Contractor shall not be required to keep confidential any such confidential material which is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information of the Town or Authorized User, or otherwise obtained under the Freedom of Information Act or other applicable New York State Laws and Regulations. This warranty shall survive termination of this Contract for a period of five (5) years. Contractor further agrees to take appropriate steps to instruct its personnel, agents, officers and any subcontractors regarding the obligations arising under this clause to insure such confidentiality.

- **69. COOPERATION WITH THIRD PARTIES** The Contractor shall be responsible for fully cooperating with any third party agents, including but not limited to subcontractors of the Authorized User, relating to delivery of product or coordination of services.
- **70. CONTRACT TERM EXTENSION** In addition to any stated renewal periods in the Contract, any contract or unit portion thereof let by the Purchasing Agent may be extended by the Purchasing Agent for an additional period(s) of up to one year (cumulatively) with the written concurrence of the Contractor.
- 71. WARRANTIES & GUARANTEES Contractor hereby warrants and guarantees:
  - (a) To fully defend, indemnify and save harmless the Town, Authorized Users and their respective officers, agents and employees from suits, actions, damages and costs of every name and description arising out of the acts or omissions of Contractor, its officers, employees, subcontractors, partners, or agents, in any performance under this contract including: i) personal injury, damage to real or personal tangible or intangible property, without limitation; ii) negligence, either active or passive, without limitation, or iii) infringement of any law or of a United States Letter Patent with respect to the Products furnished, or of any copyright,

trademark, trade secret or other third party intellectual proprietary rights, without limitation, provided that the Town or Authorized User shall give Contractor: (a) prompt written notice of any action, claim or threat of infringement suit, or other suit, promptness of which shall be established by Authorized User upon the furnishing of written notice and verified receipt, (b) the opportunity to take over, settle or defend such action, claim or suit at Bidders sole expense, and (c) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the Town or Authorized User may require Bidder/Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Purchasing Agent shall require.

- (b) Contractor warrants full ownership, clear title free of all liens, or perpetual license rights to any Products transferred to Authorized User under this Contract, and Contractor shall be solely liable for any costs of acquisition associated therewith without limitation. Contractor warrants that Authorized User will have undisturbed, peaceful use of the Products, including, without limitation, software, object or source codes, custom programming or third party intellectual property rights incorporated or embedded therein, and training modules or Documentation. Contractor fully indemnifies the Town and Authorized User for any loss, damages or actions arising from a breach of said warranty without limitation.
- **(c)** To pay, at its sole expense, all applicable permits, licenses, tariffs, tolls and fees and give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the contract.
- Unless recycled or recovered materials are available in accordance with the "Recycled & Recovered Materials" clause. Product offered shall be standard new equipment, current model of regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturers recommendations and standard practice. Every Product, including any substituted or replacement unit delivered, must be guaranteed against faulty material and workmanship for a period of one year from and after the date the unit is accepted unless otherwise specified by the Town or Authorized User. Notwithstanding the foregoing, when the manufacturers standard quarantee for Product or any component thereof exceeds one year, the longer quarantee period shall apply to such unit or component thereof delivered under this contract. Furthermore, the Contractor agrees to extend its warranty period with regard to any Product delivered by the cumulative periods of time, after notification, during which the Product requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers or employees. If during the regular or extended warranty periods faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective goods during the warranty periods shall be borne solely by the Contractor, and the Town or Authorized User shall in no event be liable or responsible therefore. This warranty shall survive any termination of the contract in accordance with the warranty term.
- (e) Where the provision of services requires the replacement or repair of Product, any replaced or repaired component, part or Product shall be new and shall, if available, be replaced by the original manufacturers component, part or Product. All proposed substitutes for the original manufacturers installed Product must be approved by the Authorized User before installation. The Product or part shall be equal to or of better quality than the original Product being replaced. Any Product replaced by the Contractor under the contract shall be guaranteed for one (1) year from the date of replacement and replaced at no cost to the Authorized User if found defective during that time.
- (f) Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Purchasing Agent that it meets or exceeds all requirements of the bid and any applicable laws, including but not limited to, permits, insurance coverage,

licensing, proof of coverage for workman's compensation, and shall provide such proof as required by the Purchasing Agent. Failure to do so may constitute grounds for the Town to cancel or suspend this contract, in whole or in part, or to take any other action deemed necessary by the Purchasing Agent.

The Contractor further warrants and guarantees:

- i. His/Her/Its products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
- ii. To furnish adequate protection from damage for all work and repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.
- iii. To carry adequate insurance to protect the Town from loss in case of accident, fire, theft, etc.
  - iv. That all deliveries will be equal to the accepted bid sample.
- v. That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the Town. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment The successful bidder shall make any such replacement immediately upon receiving notice from the Town.
- vi. That all manufacturers product warranties and guarantees shall be furnished to the Town, and that the Town's rights thereunder shall not be in any way impaired or limited.

#### **GENERAL**

**72. APPLICABILITY In** addition to the terms contained in **Part I** (*General - All Procurements*), the terms contained in **Part II** (**Software & Technology Procurements**) apply to software and technology procurements.

#### 73. DEFINITIONS - Part II

**DOCUMENTATION** The complete set of manuals (e.g. user, installation, instruction or diagnostic manuals) in either hard or electronic copy, necessary to enable an Authorized User to properly test, install, operate and enjoy full use of the Product in accordance with the license rights.

**ENTERPRISE** The business operations in the United States of a Licensee or Enterprise Participant, without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of Licensee or Enterprise Participant. For the Town, "business operations" shall be defined as the business operations of all Agencies, as defined in Part I.

**ENTERPRISE LICENSE** A contract which grants Enterprise Participants unlimited license rights to access, use and/or execute Product within the Enterprise.

**ENTERPRISE PARTICIPANTS** One or more Licensees, as defined in Part I, participating in an Enterprise License.

**LICENSE EFFECTIVE DATE** The date Product is delivered to an Authorized User. Where a License involves Licensees right to copy a previously licensed and delivered Master Copy of a Program, the license effective date for additional copies shall be deemed to be the date on which the Purchase Order is executed.

**LOGICAL PARTITION** A subset of the processing power within a CEC which has been divided through hardware and/or software means (i.e. *Processor Resources/System Manager* [PR/SM]) so as to limit the total processing power which is accessible by an operating system image by individual users or individual software products.

**OBJECT CODE** The machine executable code that can be directly executed by a computers central processing unit(s).

**PHYSICAL PARTITION** A subset of the processing power within a CEC which has been derived through hardware means so as to limit the total processing power accessible by an operating system image by individual users or individual Products.

**SITE** The location (street address) where Product will be executed.

**SOURCE CODE** The programming statements or instructions written and expressed in any language understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine Object Code.

**TERMS OF LICENSE** The terms and conditions set forth in the Contract which are in effect and applicable to a Product order at the time of order placement, and only such additional terms as are consistent therewith or more advantageous to the Authorized User as are set forth on the individual Product order form executed and approved by both Authorized User and Contractor.

**VIRUS** Any computer code, whether or not written or conceived by Contractor, which disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer.

#### **TERMS AND CONDITIONS**

- **74. SOFTWARE LICENSE GRANT** Unless otherwise set forth in the Bid Specifications or Contract, where Product is acquired on a licensed based the following shall constitute the license grant:
  - (a) License Scope Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product with other product within its business enterprise in the United States. Licensee shall ha\~e the right to use and distribute modifications or customizations of the Product to and for use by any Authorized Users otherwise licensed to use the product, provided that any modifications, however extensive, shall not diminish manufacturers proprietary title or interest. No license, right or interest in any trademark, trade name, or service mark is granted hereunder.
  - **(b)** License Term The license term shall commence upon the License Effective Date. Where the terms of license permit licensing on a non-perpetual basis, the license term stated in the Contract shall be extended by the time periods allowed for testing and acceptance.
  - (c) Licensed Documentation Contractor hereby grants to Licensee a perpetual license right to make, reproduce (including downloading electronic copies of the Product) and distribute, either electronically or otherwise, copies of Product Documentation as necessary to enjoy full

use of the Product. If commercially available, Licensee shall have the option to require the Contractor to deliver, at Contractors expense: a) One (1) hard copy and One (1) Master Electronic Copy of the Documentation in diskette or CD-ROM format; or b) hard copies of the Product Documentation by type of license in the following amounts, unless otherwise mutually agreed:

- Individual/Named User License 1 copy per License
- Concurrent Users 8 copies per site
- Processing Capacity 8 copies per site
- **(d) Product Use** Product may be accessed, used, executed, reproduced, displayed, performed by Licensee to service all Authorized Users of the machine on which Product is installed, up to the capacity measured by the applicable licensing unit stated in the terms of license (i.e. payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation).
- (e) Permitted License Transfers As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated Authorized User site not originally specified in the license, including transfers between Agencies ("permitted license transfers"). Licensee(s) do not have to obtain the approval of Contractor for permitted license transfers, but must give thirty (30) days prior written notice to Contractor of such move(s) and certify in writing that the Product is not in use at the prior site. There shall be no additional license or other transfer fees due Contractor, provided that: i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred site. (e.g., named users, seats, or MIPS); and ii) that, if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee.
- Other Third Parties Outsourcers, facilities management or service bureaus retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: 1) Licensee gives notice to Contractor of such party, site of intended use of the Product, and means of access; and 2) such party has executed, or agrees to execute, the Product manufacturers standard nondisclosure or restricted use agreement which executed agreement shall be accepted by the Contractor ("NonDisclosure Agreement"); and 3) if such party is engaged in the business of facility management, outsourcing, service bureau or other services, such third party will maintain a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third partys compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the Town or Licensee.

Any third party with whom a Licensee has a relationship for a state function or business operation, shall have the temporary right to use Product (using, for example, but not limited to, JAVA Applets), provided that such use shall be limited to the time period during which the third party is using the Product for the stated function or business activity.

(g) Archival Back-Up and Disaster Recovery Licensee may use and copy the Product and related Documentation in connection with: 1) reproducing a reasonable number of copies of the Product for archival backup and disaster recovery procedures in the event of destruction or corruption of the Product or disasters or emergencies which require Licensee to restore

backup(s) or to initiate disaster recovery procedures for its platform or operating systems; 2) reproducing a reasonable number of copies of the Product and related documentation for cold site storage. "Cold Site" storage shall be defined as a restorable back-up copy of the Product not to be installed until and alter the declaration by the Licensee of a disaster; 3) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed under paragraph (F) above. "Disaster Recovery" shall be defined as the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development.

- (h) Confidentiality Restrictions The Product is a trade secret and proprietary product. Licensee and its employees will keep the Product strictly confidential, and Licensee will not disclose or otherwise distribute or reproduce any Product to anyone other than as authorized under the terms of license. Licensee will not remove or destroy any proprietary markings of Contractor.
- (i) Restricted Use by Licensee Except as expressly authorized by the terms of license, Licensee shall not:
  - Copy the Product;
  - b. Cause or permit reverse compilation or reverse assembly of all or any portion of the Product;
  - c. Distribute, disclose, market, rent, lease or transfer to any third party any portion of the Product or the Documentation, or use the Product or Documentation in any service bureau arrangement;
  - d. Disclose the results of Product performance benchmarks to any third party who is not an Authorized User without prior notice to Contractor;
  - e. Export the Licensed Software in violation of any U.S. Department of Commerce export administration regulations.
- **75. ENTERPRISE LICENSE OPTION FOR SOFTWARE** Multiple Authorized Users may license any Product offered under the Contract on behalf of their collective business operations. An Enterprise License shall incorporate the terms set forth in this Part II and the pricing set forth in the Contract, and additionally the following terms:
  - (a) Enterprise Defined Any Authorized User may be an Enterprise Participant. Enterprise Participants will be enumerated in the Enterprise License, including: i) contact name, ship to and main billing address of each Enterprise Participant, ii) street address of the included End User sites of each Enterprise Participant. The originally defined Enterprise may be modified at any time thereafter, including deletion or addition of Enterprise Participants, sites ownership to locations, provided that Contractor is given written notice and that any additional capacity required by such addition is licensed in accordance with the Enterprise License terms.
  - **(b) Product Use** Product licensed under this Enterprise Option shall be licensed with the rights set forth in this Part II, without reference to a specific designated system or Licensee, up to the maximum licensed capacity. Product may be used and freely transferable anywhere within the defined Enterprise, including higher or lower performance machines, and Enterprise Participants will not incur an increase in license, support or other charges provided that the aggregate utilization of the Product does not exceed the aggregate Enterprise Licensed capacity.

- (c) Submission of Orders, Billing and Usage Reporting An Enterprise may be established for order placement and billing as either a "single" or "multiple" point of contact, at Licensees option. Where designated as a "single", one Enterprise Participant shall be designated as the lead agency and central point for submission of Purchase Orders, usage reporting and billing. Where designated as "multiple" point of contact, each designated Enterprise Participant shall be responsible for submission of Purchase Orders, reporting and billing with regard to its use of Enterprise Licensed Product. For either single or multiple point of contact Enterprises, a) Contractor agrees to hold each Enterprise Participant solely responsible for payment and performance; and b) Contractor shall be responsible for furnishing an annual report to each designated point of contact summarizing overall Enterprise License activity for the preceding twelve months.
- (d) Shipping / Delivery Contractor shall be responsible for delivery of Master Copies of Enterprise Licensed Product and documentation to Enterprise Participants. Within either "Single" or "Multiple" Enterprise Licenses, shipping and delivery of Master Copies of Product and Documentation shall be the responsibility of Contractor to each "ship to" location specified on the Purchase Order(s). Distribution and installation of Enterprise Licensed Product to End Users at a site shall be the responsibility of the Licensee.
- (e) Enterprise Operating Systems Unless otherwise specified by the parties, up to ten (10) hardware/operating system combinations for Product shall be included at no additional charge. The initial ten hardware/operating systems may be specified at any time within five (5) years of the Enterprise License effective date. Additional hardware/operating systems beyond the initial ten (10) may be specified at anytime by the Enterprise, however if additional copies of Product are required for hardware/operating systems beyond the initial ten, the cost for such systems will be as mutually agreed between the parties.
- **(f) Product Acceptance** Each Enterprise Participant shall have a right of acceptance, as set forth above in this Part II, only for the first copy of Product for its site(s).
- (g) Enterprise Fees Enterprise License Fees shall be set forth in the Contract. Notwithstanding the foregoing, the Product license fees for additional copies or units of capacity for Enterprise licensed Product shall not increase by more than six percent (6%) annually each year during the Enterprise License term. Contractor may offer additional discounts/incentives for Enterprise Participants as may be mutually agreed between the parties. Enterprise Participants shall be entitled to aggregate the volume of all Enterprise Participants for purposes of establishing any applicable discounts under the Contract, and Enterprise Licensed Volume shall be aggregated with volume of non-Enterprise Licensed Product otherwise purchased under the centralized Contract. Upon termination of the Enterprise, Enterprise Participants have the right to acquire additional capacity or users at the Enterprise License price for twelve months after the termination of the Enterprise License.
- (h) Technical Support Unless otherwise mutually agreed, technical support is optional and may be elected individually by Product by each Enterprise Participant. Where an Enterprise Participant is under a current maintenance or technical support contract, such Enterprise Participant shall be entitled to credit any support paid covering any portion of the Enterprise License Term to the fees due under the Enterprise license.

Enterprise Participants shall have the right to partially or wholly de-support a subset of unused Enterprise licensed capacity upon written notice to Contractor at the end of any then - current technical support term without penalty or charge. The capacity for a Program license which has been de-supported must remain inactive and may not be used within the Enterprise unless technical support for such capacity has been reinstated. In the event of de-support, Contractor reserves the right to reasonably determine compatibility of future releases or new programs prior to shipment.

- (i) Merger of Two or More Enterprises Two or more Enterprises may be merged to form a larger Enterprise for the purpose of sharing and exchanging data at no additional license fee provided that participants give Contractor notice of such merger and that the combined capacity does not exceed the maximum capacity of the individual licenses.
- (j) "Nested" Enterprises Individual Enterprise License participant(s) may license additional capacity or products for the specific use of a subset of the larger enterprise. Said participant(s) must certify in writing to Contractor that such use is only by the enumerated subset of participants.
- **(k) Default** A default by any Enterprise Participant shall entitle the Contractor to the remedies against such participant under the Contract, but shall not be deemed a default by the remaining non-defaulting Enterprise Participants.
- **76. PRODUCT ACCEPTANCE** Unless otherwise provided in the Bid Specifications, the Town and/or Authorized User(s) shall have sixty (60) days from delivery to accept Product. Failure to provide notice of acceptance or rejection by the end of the period provided for under this clause would constitute acceptance by the Town or Authorized User(s) as of the expiration of that period.

Unless otherwise provided in the Bid Specifications, The Town or Authorized User shall have the option to run acceptance testing on the Product prior to acceptance, such tests and data sets to be specified by User. Where using its own data or tests, The Town or Authorized User must have the tests or representative set of data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the Town or Authorized User, and shall be made part of the Contractors standard documentation. The test data shall remain accessible to the Town or Authorized User after completion of the test.

In the event that the documented installation test cannot be completed successfully within sixty (60) days from delivery, and the Contractor or Product is responsible for the delay, The Town or Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for another sixty (60) day increment. The Town or Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the Town or Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the the Town or Authorized Users agents or employees. Said costs shall be limited to fees paid to Contractor, if any, or any liability for costs incurred at the direction or recommendation of Contractor.

- 77. AUDIT OF LICENSED PRODUCT USAGE Contractor shall have the right to periodically audit, at its expense, use of licensed Product at any site where a copy of the Product resides provided that: i) Contractor gives Licensee or Enterprise Participants at least thirty (30) days advance notice, ii) such audit is conducted during such party's normal business hours iii) each Licensee or Enterprise Participant is entitled to designate a representative who shall be entitled to participant and simultaneously review all information obtained by the audit, and shall be entitled to copies of all reports, data or information obtained by the Contractor; and iv) if the audit shows that such party is not in compliance such party shall be liable for the unlicensed capacity and shall be required to purchase the additional units or rights necessary to bring it into compliance.
- **78. OWNERSHIP / TITLE TO CUSTOM PRODUCTS OR PROGRAMMING** Where contract deliverables include custom products or programming, title, rights and interests to such Product(s) shall

be determined as follows:

#### (a) Definitions

**Product** For purposes of this section, the term "Product" shall have the meaning set forth in Part I of these *General Specifications*, which includes, but is not limited to: software applications or programming, programming tools, documentation ~including user or training manuals), modules, interfaces, templates, and other elements such as utilities, subroutines, algorithms, formulas, source code, object code, reports, drawings, or data.

"Existing Product" is defined as any proprietary material(s) existing or developed independently and not at the expense of Licensee.

"Custom Product" is defined as any material(s), exclusive of Existing Product, created, prepared, written, compiled or developed by Contractor, or anyone acting on his behalf for The Town or Authorized User pursuant to the Contract.

- (b) Contractor or Third Party Manufacturers Title to Existing Product Title to Existing Product(s) does not transfer. With respect to such Existing Product(s), whether embedded in or operating in conjunction with Custom Product, Contractor warrants: a) all right, title and interest in Contractors Existing Product(s); or b) all license rights, title and interest in third party Existing Product(s), which include the right to grant to The Town or Authorized User an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute Existing Product(s). Contractor hereby grants a irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute Existing Product(s) embedded in or transferred for use in conjunction with Custom Product(s). The Licensee agrees to reproduce the copyright notice and any other legend of ownership on any copies made under the license granted under this paragraph prior to distribution or use.
- (c) Title to Custom Product Title to Custom Product(s), excluding Existing Product, shall be deemed the sole and exclusive property of the Town or Authorized User, who shall have all right, title and interest (including ownership and copyrights). For the purposes of the federal copyright law, execution of this contract shall constitute an assignment of all right, title and interest in the Custom Product(s) by Contractor to the Town or Authorized User. The Town or Authorized User, in its sole discretion, reserves the right to sell Custom Product or to license them on an exclusive or non-exclusive basis to Contractor or other Third Parties. Contractor hereby agrees to take all necessary and appropriate steps to ensure that Custom Product is protected against unauthorized use, execution, reproduction, display, performance, or distribution by or through Contractor, its partners or agents. Notwithstanding this reservation of title, Contractor shall not be precluded from using the related or underlying general knowledge, skills and experience developed in the course of providing the Custom Product in the course of Contractor's business.
- (d) Acquisitions Funded By Tax Exempt Financing In addition to the foregoing rights under a, b and c, the sale or licensing of Custom Product or rights therein shall not occur until such Product or rights are or become useable, and shall be at fair market value which shall be determined at the time of sale or licensing. Any such transfer shall be pursuant to a separate written agreement. If the Contract deliverables are to be funded through tax exempt financing, the Town or Authorized User may assign to a Trustee or other entity for security purposes Town or Authorized Users ownership and license rights in Custom and Existing Products. Contractor will cooperate with the Town or Authorized User to execute such other documents as may be appropriate to achieve the objectives of this paragraph.
- (e) Other Acquisitions (Not Funded by Tax Exempt Financing) In addition to the rights set forth above (paragraphs "a", "b" and "c"), the Town or Authorized User reserves the right to transfer any or all rights to Custom Materials on an exclusive or non-exclusive basis. Where such transfer (sale

or licensing) is provided in the Bid Specifications, Contractor shall include a purchase price for such rights in its bid. Such price shall be offered as a deduction from Contractor's overall Bid or Project Bid price, and shall be weighted as set forth in the bid evaluation criteria, if any. Such rights shall transfer to the successful Bidder/Contractor upon successful completion and acceptance by the Town or Authorized User of all contract deliverables. Contractor will cooperate with the Town or Authorized User to execute such other documents as may be appropriate to achieve the objectives of this paragraph.

- **79. PROOF OF LICENSE** The Contractor must provide to each Licensee who places a Product order either: a) the Product manufacturer's certified License Confirmation Certificates in the name of each such Licensee; or b) a written confirmation from the Product manufacturer accepting Contractors Product invoice as proof of license. Bidder or Contractor shall submit a sample manufacturers certificate, or alternatively such written confirmation from the manufacturer, with the Bid or Contract. Such certificates must be in a form acceptable to the Licensee.
- **80. PRODUCT VERSION** Product orders shall be deemed to reference Manufacturers most recently released model or version of the Product at time of delivery, unless an earlier model or version is specifically requested in writing by the Town or Authorized User and Contractor is willing to provide such version.
- **81. MIGRATION TO CENTRALIZED CONTRACT** The Town or Authorized User may obtain additional Product authorized under this contract, (e.g., licensed capacity upgrades, new releases, documentation, maintenance, consulting or training) whether or not Product was initially obtained independently of this contract. The Town or Authorized Users election to obtain additional Product shall not operate to diminish, alter or extinguish rights previously granted.
- **82. NOTICE OF PRODUCT DISCONTINUANCE** In the event that a Product manufacturer proposes to discontinue maintenance or support for Product, Contractor shall (1) notify the Town and each Authorized User in writing of the intended discontinuance, and (2) continue to provide maintenance and support for the greater of: a) the best terms offered by Contractor to any other customer, or b) not less than eighteen (18) months from the date of notice, and (3) at The Town or Authorized Users option, either a) provided that the Town or Authorized User is under maintenance, provide the Town or Authorized User with either a Product replacement with equivalent functionality at no additional charge, or b) provide Town or Authorized User with the source code for Licensed Product at no additional charge to enable it to continue use and maintenance of the Product.
- **83. REINSTATEMENT OF MAINTENANCE** The Town or Authorized User shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon written notice to Contractor. In the event that The Town or Authorized User discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor at rates which would have been due under the contract for the period of time that such maintenance had lapsed, or for twelve months, whichever is less.
- **84. NO HARDSTOP / PASSIVE LICENSE MONITORING** Contractor hereby represents, warrants and covenants that the Product and all Upgrades do not and will not contain any computer code that would disable the Product or Upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs", "time locks", or "drop dead" devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a "trap door" device). Contractor agrees that in the event of a breach or alleged breach of this provision that The Town or Authorized User shall not have an adequate remedy at law, including monetary damages, and that The Town or Authorized User shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which The Town or Authorized User shall be entitled.

- **85. ADDITIONAL WARRANTIES / GUARANTEES** Where Contractor or Product manufacturer offers additional or more advantageous warranties than set forth herein, Contractor shall offer or pass through any additional or more advantageous warranties to The Town or Authorized Users. In addition to the 'Warranties/Guarantees' set forth in Part I, Contractor makes the following warranties.
  - (a) Product Performance Warranty Contractor represents and warrants that the Products delivered pursuant to this contract conform to the manufacturers specifications, performance standards, and documentation and that the documentation fully describes the proper procedure for using the Products in an efficient manner. Contractor does not warrant that software is error-free.

In the event that Contractor does not remedy a substantial breach of this warranty within the cure period, Licensee shall also have the right to terminate any payments due Contractor, with a refund of the any fees prospectively paid from the date of breach.

- **(b)** Year 2000 Warranty For all procurements of Product, Contractor must furnish a warranty statement in accordance with the NYS Standard Year 2000 Warranty Compliance Statement set forth in Part I at the time of bid for agency specific contracts or product order for centralized contracts.
- **(c) Virus Warranty** Contractor represents and warrants that Licensed Software contains no known viruses. Bidder is not responsible for viruses introduced at Licensees site. For purposes of this provision, "Virus" shall have the meaning set forth in Part II, "Definitions".

A breach of any of the foregoing shall be deemed a material breach of the Contract or any License granted thereunder. The defaulting party shall be given written notice of a warranty breach under this section and shall have a thirty (30) day period to cure such breach.

86. INDEMINIFICATION THE WARRANTIES SET FORTH IN THESE GENERAL SPECIFICATIONS (PARTS I and II) ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Contractor shall defend, indemnify and save harmless the Town and Authorized Users from suits, actions, claims, damages and costs arising under or connected to Contractors actions, and except where express loss liabilities set forth elsewhere in the Contract provide for a higher loss limitation liability than as set forth in this paragraph, or where such express provisions impose Contractor liability on "without limitation", the total liability of Contractor for such claim(s), regardless of the nature and basis for the claim, shall not exceed two (2) times the fees paid for the applicable Product. For any suit, action, claim, damages or costs arising under or are connected to personal injury or property damage, or breach of the title, patent and copyright warranties, Contractor shall be fully liable without limitation.

The Town or Authorized User may retain such moneys from the amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted by or against the Town or Authorized User, provided however, that Contractor shall not indemnify each such entity to the extent that any claim, loss or damages arising hereunder is caused by the negligence act or failure to act of said entity.

87. SOURCE CODE ESCROW FOR LICENSED PRODUCTS If source code or source code escrow is offered by either Contractor or Product manufacturer/developer to any other commercial customers, Contractor either: i) will provide Licensee with the Source Code for the Product; or ii) place the Source Code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the Town, and who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to the Town, or iii) will certify to the Town that the

Product manufacturer/developer has named the Town, and the Licensee, as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the Town and Licensee, and who shall be directed to release the deposited Source Code in accordance with the terms of escrow. Source Code, as well as any corrections or enhancements to such source code, shall be updated for each new release of the Product in the same manner as provided above. Contractor shall identify the escrow agent upon commencement of the contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph.

The Town may release the Source Code to Licensees under this Contract who have licensed Product or obtained services, who may use such copy of the Source Code to maintain the Product.



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Town of Moriah

Donna Thompson, Sr Purchasing Clerk Essex County 7551 Court St Elizabethtown NY 12932 Schedule Year Date Requested PRC#

2017 through 2018 03/01/2018 2018002409

Location

former Village

Project ID#

Project Type Replace sidewalks and appurtenances

#### PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2017 through June 2018. 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 <a href="www.labor.state.ny.us">www.labor.state.ny.us</a>. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT				
Date Completed:	Date Cancelled:			
Name & Title of Representative:				

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

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

#### Introduction

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

#### Responsibilities of the Department of Jurisdiction

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

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

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

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

Both the PW 16 and PW 200 forms are available for completion online.

#### Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project. There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "4 Day / 10 Hour Work Schedule" form (PW 30.1).

#### Wages and Supplements

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

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

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

#### **Payrolls and Payroll Records**

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least Five (5) years from the project's date of completion. See Spota Bill Notice. 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, by are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

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

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

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

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

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

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

#### Withholding of Payments

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

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

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

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

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

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

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

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

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

#### **Apprentices**

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

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

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

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

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

#### **Interest and Penalties**

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

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

#### **Debarment**

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

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

#### **Criminal Sanctions**

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

#### Discrimination

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

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

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

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

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

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

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

#### **Workers' Compensation**

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

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

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

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

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

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

#### **Unemployment Insurance**

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



Andrew M. Cuomo, Governor

Town of Moriah

Donna Thompson, Sr Purchasing Clerk Essex County 7551 Court St Elizabethtown NY 12932

Schedule Year Date Requested PRC#

2017 through 2018 03/01/2018 2018002409

Roberta Reardon, Commissioner

Location

former Village

Project ID#

Project Type Replace sidewalks and appurtenances

#### **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

	umber:	
City:  Amount of Contract:  Approximate Starting Date:  Approximate Completion Date:	State/ /	Zip:  Contract Type:  [ ] (01) General Construction  [ ] (02) Heating/Ventilation  [ ] (03) Electrical  [ ] (04) Plumbing  [ ] (05) Other :

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

# IMPORTANT NOTICE

## **FOR**

# CONTRACTORS & CONTRACTING AGENCIES

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

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

For these reasons, the substitution of the use of the <u>last four digits</u> of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor.

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

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

#### **Budget Policy & Reporting Manual**

**B-610** 

#### **Public Work Enforcement Fund**

effective date December 7, 2005

#### 1. Purpose and Scope:

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

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

## 2. Background and Statutory References:

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

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

## 3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

# Construction Industry Fair Play Act

# Required Posting For Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site.

Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense.

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, <a href="www.labor.ny.gov">www.labor.ny.gov</a>.

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



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

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

#### The law says that you are an employee <u>unless</u>:

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

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

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

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

- You are entitled to state and federal worker protections such as
  - unemployment benefits, if unemployed through no fault of your own, able to work, and otherwise qualified
  - o workers' compensation benefits for on-the-job injuries
  - o payment for wages earned, minimum wage, and overtime (under certain conditions)
  - o prevailing wages on public work projects
  - o the provisions of the National Labor Relations Act and
  - o a safe work environment
- It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

#### Independent Contractors: If you are an independent contractor:

You must pay all taxes required by New York State and Federal Law.

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

• **Civil Penalty** First Offense: up to \$2,500 per employee.

Subsequent Offense(s): up to \$5,000 per employee.

• Criminal Penalty First Offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine

and debarment from performing Public Work for up to one year. Subsequent Offense(s): Misdemeanor - up to 60 days in jail, up to a \$50,000 fine and debarment from performing Public Work for up to 5

years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at 1(866)435-1499 or send an email to <a href="mailto:dol.misclassified@labor.state.ny.us">dol.misclassified@labor.state.ny.us</a>. All complaints of fraud and violations are taken seriously and you can remain anonymous.

#### **Employer Name:**

IA 999 (09/10)

# **WORKER NOTIFICATION**

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

# Effective February 24, 2008

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

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

New York State Department of Labor Bureau of Public Work

# Attention Employees

# THIS IS A: PUBLIC WORK PROJECT

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

Chapter 629 of the Labor Laws of 2007: These wages are set by law and must be posted at the work site. They can also be found at: <a href="https://www.labor.ny.gov">www.labor.ny.gov</a>

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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5156		

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

Contractor Name:		
Project Location:		

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

# Effective July 18, 2008

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

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

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## **Where to find OSHA 10-hour Construction Course**

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

www.labor.state.ny.us/workerprotection/safetyhealth/DOSH\_ONSITE\_CONSULTATION.shtm

2. OSHA Training Institute Education Centers:

#### Rochester Institute of Technology OSHA Education Center

Rochester, NY Donna Winter

Fax (585) 475-6292 e-mail: <u>dlwtpo@rit.edu</u> (866) 385-7470 Ext. 2919

www.rit.edu/~outreach/course.php3?CourseID=54

#### **Atlantic OSHA Training Center**

UMDNJ – School of Public Health Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: <a href="mailto:crooksje@umdnj.edu">crooksje@umdnj.edu</a>

(732) 235-9455

https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~

#### **Atlantic OSHA Training Center**

University at Buffalo Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail:<u>mailto:japs@buffalo.edu</u>

(716) 829-2125

http://www.smbs.buffalo.edu/CENTERS/trc/schedule\_OSHA.php

#### **Keene State College**

Manchester, NH Leslie Singleton

e-mail: lsingletin@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses osha.cfm

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

www.OutreachTrainers.org

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## Requirements for OSHA 10 Compliance

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

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

# WICKS Reform 2008

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

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from \$50,000 to: \$3 million in Bronx, Kings, New York, Queens and Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.
- For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical work and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or use of a Project Labor Agreement (PLA), and must be open to public inspection.
- Allows the state and local agencies and authorities to waive the Wicks Law and
  use a PLA if it will provide the best work at the lowest possible price. If a PLA is
  used, all contractors shall participate in apprentice training programs in the
  trades of work it employs that have been approved by the Department of Labor
  (DOL) for not less than three years. They shall also have at least one graduate
  in the last three years and use affirmative efforts to retain minority apprentices.
  PLA's would be exempt from Wicks, but deemed to be public work subject to
  prevailing wage enforcement.
- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.
- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.
- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

## **IMPORTANT INFORMATION**

# Regarding Use of Form PW30.1 (Previously 30R)

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

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

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

#### AND

You MUST register your intent to work 4 / 10 hour days, by completing the PW30.1 Form.

#### REMEMBER...

The '4 Day / 10 Hour Work Schedule' applies ONLY to Job Classifications and Counties listed on the PW30.1 Form.

Do not write in any additional Classifications or Counties.

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

# Instructions for Completing Form PW30.1

(Previously 30R)

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

#### Before completing Form PW30.1 check to be sure ...

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

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

#### **Contractor Information:**

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

#### **Project Information:**

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown,NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
  - Go to pages 2 and 3 of the form
  - o Place a checkmark in the box to the right of the Job Classification you are choosing
  - Mark all Job Classifications that apply
    - \*\*\*Do not write in any additional Classifications or Counties. \*\*\*

#### **Requestor Information:**

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

#### Return Completed Form:

- Mail the completed PW30.1 form to: NYSDOL Bureau of Public Work, SOBC Bldg.12 –
   Rm.130, Albany, NY 12240 -OR -
- Fax the completed PW30.1 form to: NYSDOL Bureau of Public Work at (518)485-1870



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

www.labor.ny.gov

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

Before completing this form, make sure that:

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

Please type or print the requested information and then mail or fax to the address above.

#### **Contractor Information**

Company Name:			FEIN:
		State:	
Phone No:	Fax No:	Email:	
Contact Person:			
		Email:	
Project Information			
Project PRC#:		Project Name/Type:	
Exact Location of Project:		County:	
(If you are Subcontractor) Prime Contractor Na	me:		
Job Classification(s) to	Work 4/10 Schedule:	(Choose all that apply on Job Class *** Do not write in any additional Cla	
<b>Requestor Informat</b>	ion	·	
Name:			
Title:		Date:	

PW 30.1 (06/17) 1 of 7

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

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

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

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

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

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

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

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Electrician	86	26, 28	19, 35, 37, 59, 61	
Electrician	840 Teledata and 840 Z1	62	6, 34, 35, 50, 59	
Electrician	910	10, 16, 17, 23, 25, 45		
Electrical Lineman	1049Line/Gas	30, 41, 52		
Electrical Lineman	1249a	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62		
Electrical Lineman	1249a West	60		
Electrical Lineman	1249a-LT	1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62		
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		
Electrical Lineman	1249aWestLT	60		
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		
Insulator – Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		
Laborer – Building	621b	2, 7	5	
Laborer – Building	633 bON	34		
<u> </u>			5	

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

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

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Laborer – Building	633b Cay	6		
Laborer – Building	633bOS	38		
Laborer – Building	785(7)	4	9, 13, 54	
Laborer – Building	785B-CS	8, 51	49	
Laborer – Building	7-785b	12, 55	49, 54	
Laborers – Heavy & Highway	157h/h	47	18, 29, 46	
Laborers – Heavy & Highway	190 h/h	1, 42, 58	11, 20, 46	
Laborers – Heavy & Highway	35/2h	21, 22, 27, 33	18, 29	
Laborer – Residential	621r	2, 7	5	
Laborers – Tunnel	157	47	18, 29, 46	
Laborers – Tunnel	35T	21, 22, 27, 33	18, 29	
Laborers – Tunnel	190	1, 42, 58	11, 20, 46	
Mason – Building	2TS.1	1, 10,11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Mason – Building	2TS.2	22, 23, 25, 33, 45	27	
Mason – Building	2TS.3	6, 34, 38	27	
Mason – Building	2b-on	34		
Mason – Building	2b.1	1, 11, 18, 20, 21, 29, 42, 46, 47, 48, 58	57	
Mason – Building	2b.2	22, 33	25	
Mason – Building	2b.3	6, 34	27	
Mason – Building	2b.4	38		
Mason – Building	2b.5	23	25	
Mason – Building	2b.6	45		
Mason – Building	2b.8	10, 16, 17	57	
Mason – Building	3b-Co-Z2	8, 49, 51	2	
Mason – Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Building – Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Building	3B-Bing-Z2	4, 9, 13, 39, 54		
Mason – Building	3B-Ith-Z2	12, 55		

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

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

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Mason – Building	3B-Jam-Z2	7	2, 5	
Mason – Building – Residential	3B-Jam-Z2R	2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	5	
Mason – Building	3B-Z3	15, 32	5	
Mason – Building	3B-Z3.Orleans	37		
Mason – Residential	3B-Z3R	15, 32	5	
Mason – Residential	3B- z3R.Orleans	37		
Mason - Heavy & Highway	3h	2, 4, 8, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62	5, 15, 32	
Mason – Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Finisher	3TF-Z2	2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Finisher	3TF-Z3	15, 32, 37	5	
Mason – Tile Finisher	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Finisher	3TF-Z2R	2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Finisher	3TF-Z3R	15, 32, 37	5	
Mason – Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Setter Residential	3TS-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Setter	3TS-Z2	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Setter Residential	3TS-Z2R	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Setter	3TS-Z3	15, 32, 37	5	
Mason – Tile Setter Residential	3TS-Z3R	15, 32, 37	5	
Mason – Building/Heavy & Highway	780	3, 24, 30, 31, 41, 43, 52		
Operating Engineer - Heavy & Highway	137H/H	40, 60	14	
Operating Engineer – Heavy & Highway	158-832H	2, 8, 26, 28, 35, 49, 51, 59, 62	19	
Operating Engineer – Heavy & Highway	158-H/H	1, 4, 9, 10, 11, 14, 16, 17, 18, 20, 21, 22, 29, 39, 42, 46, 47, 48, 54, 57, 58		
Operating Engineer – Heavy & Highway	158-545h	6, 12, 23, 25, 27, 33, 38, 45, 50, 55		
Painter	1456-LS	1, 3, 10, 11, 14, 16, 17, 18, 20, 21, 24, 29, 30, 31, 36, 40, 41, 42, 43, 44, 46, 47, 48, 52, 53, 56, 57, 58, 60		
Painter	150	28, 59, 62	26, 35	

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

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

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

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#### Introduction to the Prevailing Rate Schedule

#### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### **Paid Holidays**

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

#### **Overtime**

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

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

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

#### **Supplemental Benefits**

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

#### **Effective Dates**

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

#### **Apprentice Training Ratios**

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

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

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

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3

Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

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

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

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

#### **Essex County General Construction**

Boilermaker 03/01/2018

#### JOB DESCRIPTION Boilermaker

#### **DISTRICT** 1

#### **ENTIRE COUNTIES**

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

#### WAGES

Per hour

07/01/2017

Boilermaker \$ 34.54

#### **SUPPLEMENTAL BENEFITS**

Per hour worked

Journeymen \$ 24.03\* + 1.24

#### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

#### **HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

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

#### **REGISTERED APPRENTICES**

Wages per hour

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

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

#### Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th
18.11*	18.11*	18.97*	19.81*	20.65*	21.49*	22.34*	23.19*
+1 24	+1 24	+1 24	+1 24	+1 24	+1 24	+1 24	+1 24

<sup>\*</sup> This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

1-197

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Carpenter - Building	03/01/2018

#### JOB DESCRIPTION Carpenter - Building

**DISTRICT** 2

ENTIRE COUNTIES Clinton, Essex, Franklin

**WAGES** 

Per hour:	07/01/2017	01/01/2018	07/01/2018	07/01/2019
			Additional	Additional
Carpenter	\$ 26.32	\$ 26.47	\$ 1.00	\$ 1.00
Floor Coverer	26.32	26.47	1.00	1.00
Carpet Layer	26.32	26.47	1.00	1.00
Dry-Wall	26.32	26.47	1.00	1.00
Lather	26.32	26.47	1.00	1.00
Diver-Wet Day	61.25	61.25	0.00	0.00
Diver -Dry Day	27.32	27.47	1.00	1.00
Diver Tender	27.32	27.47	1.00	1.00

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (not subject to overtime premiums):

- Pile Drivers shall receive \$0.25 per hour over the journeyman"s rate of pay when performing piledriving work.
- Certified welders shall receive \$1.00 per hour over the journeyman's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work

<sup>\*</sup> This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive:

0" to 80" no additional fee

81"to 100" additional \$.50 per foot 101"to 150" additional \$0.75 per foot

151"and deeper additional \$1.25 per foot

- Penetration pay for Divers based upon deepest penetration on the day of the dive:

0" to 50" no additional fee

51" to 100" additional \$.75 per foot

101" and deeper additional \$1.00 per foot

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

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

#### **SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 19.34 \$ 19.59

#### **OVERTIME PAY**

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

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

#### **HOLIDAY**

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

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

#### **REGISTERED APPRENTICES**

Wages per hour

#### FOR APPRENTICES INDENTURED PRIOR TO JANUARY 1, 2016

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

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

Supplemental Benefits per hour worked plus paid holidays:

1st year term	\$ 10.91	\$ 10.91
2nd year term	10.91	10.91
3rd year term	13.51	13.51
4th year term	13.51	13.51

#### FOR APPRENTICES INDENTURED AFTER JANUARY 1, 2016

1,300 hour terms at the following percentage of Journeyman's base wage

1st	2nd	3rd	4th	5th
50%	60%	65%	70%	80%
Supplementa	I Benefits per hour	worked p	lus paid holidays	:
1st term	\$	10.91		\$ 10.91
2nd term		10.91		10.91
3rd term		13.51		13.51
4th term		13.51		13.51
5th term		13.51		13.51

ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED (not subject to overtime premiums):

- Pile Driving apprentices shall receive \$0.25 per hour when performing piledriving work.
- Certified welders shall receive \$1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$1.50 per hour.

2-291B-Cli

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

#### **DISTRICT** 2

**DISTRICT** 2

#### **ENTIRE COUNTIES**

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

#### **PARTIAL COUNTIES**

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

Wages per hour:

07/01/2017 07/01/2018 Carpenter - ONLY for Additional Artificial Turf/Synthetic Sport Surface \$ 29.88 \$ 1.50

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

#### SUPPLEMENTAL BENEFITS

Per hour worked plus paid holidays:

Journeyman \$ 21.45

#### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (2, 17) on HOLIDAY PAGE Overtime: See (5, 6, 16) on HOLIDAY PAGE

Notes:

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

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

#### REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour worked plus paid holidays:

\$ 11.00 1st year term 2nd year term 11.00 3rd year term 13.60 4th year term 13.60

2-42AtSS

#### Carpenter - Heavy&Highway

03/01/2018

#### JOB DESCRIPTION Carpenter - Heavy&Highway

#### **ENTIRE COUNTIES**

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

#### **WAGES**

Per hour

	07/01/2017	07/01/2018
		Additional
Carpenter	\$ 30.78	\$ 1.50
Piledriver	30.78	1.50
Diver-Wet Day	55.78	1.50
Diver-Dry Day	31.78	1.50
Diver-Tender	31.78	1.50

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (not subject to overtime premiums):

<sup>-</sup> When Millwright work is performed, the employee will receive an additional \$1.50 per hour for all hours worked on the day the millwright work was performed.

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

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

- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- Depth pay for Divers based upon deepest depth on the day of the dive:

0' to 50' no additional fee

51'to 100' additional \$.50 per foot 101'to 150' additional \$0.75 per foot 151'and deeper additional \$1.25 per foot

- Penetration pay for Divers based upon deepest penetration on the day of the dive:

0' to 50' no additional fee

51' to 100' additional \$.75 per foot

101' and deeper additional \$1.00 per foot

- Diver rates applies to all hours worked on dive day.

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

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

#### SUPPLEMENTAL BENEFITS

Per hour worked plus paid holidays:

Journeyman \$ 20.55

#### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

#### **HOLIDAY**

Paid: See (2, 17) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.

#### **REGISTERED APPRENTICES**

Wages per hour

#### FOR APPRENTICES INDENTURED PRIOR TO JANUARY 1, 2016

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

1st 3rd 4th 2nd 50% 60% 70% 80% Supplemental Benefits per hour worked plus paid holidays: 1st vear term \$ 10.87 2nd vear term 10.87 3rd year term 13.47 4th year term 13.47

#### FOR APPRENTICES INDENTURED AFTER JANUARY 1, 2016

1,300 hour terms at the following percentage of Journeyman's base wage

 1st
 2nd
 3rd
 4th
 5th

 50%
 60%
 65%
 70%
 80%

 Supplemental Benefits per hour worked plus paid holidays:
 1st term
 \$ 10.87

 2nd term
 10.87
 10.87

 2nd term
 10.87

 3rd term
 13.47

 4th term
 13.47

 5th term
 13.47

NOTE ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR THE FOLLOWING WORK LISTED BELOW (not subject to overtime premiums):

- When Millwright work is performed, the employee will receive an additional \$1.50 per hour for all hours worked on the day the millwright work was performed.

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

2-291HH-Alb

<u>Electrician</u> 03/01/2018

#### JOB DESCRIPTION Electrician DISTRICT 6

#### **ENTIRE COUNTIES**

Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence

**WAGES** 

 Per hour:
 07/01/2017

 Electrician
 \$ 33.50

 Teledata
 33.50

 Cable Splicer
 35.00

 Welder
 35.00

NOTE: Additional premiums for the following work listed:

-Additional \$1.50 per hour for work performed underground such as tunnels and mine shafts. Excludes manholes and walkway tunnels between buildings.

-Additional \$1.50 per hour for working 35 feet or more on scaffolds, ladders, towers, steeples, structural steel, or mechanical lifts over 65 feet.

Shift Work: The following rates will apply on all Contracting Agency mandated multiple shifts worked between the hours listed below. The employer may be permitted to adjust the starting hours of the shift by up to two (2) hours if required by the agency. If a shift begins outside of the stated shift hours, the rate paid would be determined by what shift the majority of the hours were worked.

When two (2) or three (3) shifts are worked:

1st shift: 8:00 AM to 4:30 PM regular wage rate

2nd shift: 4:30 PM to 1:00 AM regular wage rate plus 17.3% 3rd shift: 12:30 AM to 9:00 AM regular wage rate plus 31.4%

#### \*\* IMPORTANT NOTICE - EFFECTIVE 07/01/2012 \*\*

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

#### **SUPPLEMENTAL BENEFITS**

Per hour:

\$ 19.98 \* plus 3% of gross wage

\* NOTE: THE 3% IS BASED ON THE HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM TIME RATE.

#### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

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

#### **HOLIDAY**

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

#### **REGISTERED APPRENTICES**

WAGES: Hourly terms at the following percentage of Journeyman's wage

ie ioliowing per	certage of Jot	arricyman s we	age.		
1-1000	to 2000	to 3500	to 5000	to 6500	to 8000
40%	45%	50%	60%	70%	80%
\$13.40	\$15.08	\$16.75	\$20.10	\$23.45	\$26.80
\$14.90	\$16.58	\$18.25	\$21.60	\$24.95	\$28.30
	1-1000 40% \$13.40	1-1000 to 2000 40% 45% \$13.40 \$15.08	1-1000 to 2000 to 3500 40% 45% 50% \$13.40 \$15.08 \$16.75	1-1000 to 2000 to 3500 to 5000 40% 45% 50% 60% \$13.40 \$15.08 \$16.75 \$20.10	40%     45%     50%     60%     70%       \$13.40     \$15.08     \$16.75     \$20.10     \$23.45

SUPPLEMENTAL BENEFITS per hour:

Appr 1st & 2nd term \$ 10.17
\* plus 3%

\* plus 3% of gross wage

Appr All other terms

\$ 19.98 \* plus 3% of gross wage

6-910

Elevator Constructor 03/01/2018

#### JOB DESCRIPTION Elevator Constructor

#### **DISTRICT** 1

#### **ENTIRE COUNTIES**

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

#### **PARTIAL COUNTIES**

Madison: Madison Only the towns of: Brookfield, Hamilton, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida Oneida: Entire county except the towns of: Camden, Florence, and Vienna.

#### **WAGES**

Per hour

07/01/2017 01/01/2018 01/01/2019

Mechanic \$43.24 \$44.58 \$46.00

Helper 70% of Mechanic 70% of Mechanic 70% of Mechanic

Wage Rate Wage Rate Wage Rate

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

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

#### SUPPLEMENTAL BENEFITS

Per hour worked

07/01/2017 01/01/2018 01/01/2019

Journeyman/Helper

\$ 31.585\* \$ 32.645\* \$ 33.705\*

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

#### **OVERTIME PAY**

See (D, O) on OVERTIME PAGE

#### **HOLIDAY**

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

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

Monday.

#### REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits - per hour worked:

Same as Journeyman/Helper

1-35

Glazier 03/01/2018

#### JOB DESCRIPTION Glazier

#### **DISTRICT** 1

#### **ENTIRE COUNTIES**

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

#### **WAGES**

Per hour

<sup>\*</sup> NOTE: THE 3% IS BASED ON THE HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM TIME RATE.

07/01/2017 05/01/2018 Additional

Glazier base wage \$ 27.05 \$ 1.50

+ additional \$2.00 per hour for all hours worked

\*High Work Base Wage 30.50

+ additional \$3.52 per hour for all hours worked

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

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

#### **SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 19.11

High Work 23.94

**OVERTIME PAY** 

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

Premium is applied to the respective base wage only.

**HOLIDAY** 

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

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

#### **REGISTERED APPRENTICES**

Wages per hour

Apprentice Glazier One Half Year (750 hr) terms at the following percentage of Journeyman's base wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
35%	45%	55%	65%	75%	85%	90%	95%

+ additional \$2.00 per hour for all hours worked for all terms

Apprentice Glazier Hi-Work One Half Year (750 hr) terms at the following percentage of Journeyman's Hi-Work base wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
35%	45%	55%	65%	75%	85%	90%	95%

+ additional \$3.52 per hour for all hours worked for all terms

Supplemental Benefits per hour worked

Apprentice

 1st-4th term
 \$ 15.64

 5th-8th term
 19.11

 Apprentice High Work
 \$ 17.94

 5th-8th term
 \$ 3.94

1-201

**DISTRICT** 1

Insulator - Heat & Frost 03/01/2018

#### JOB DESCRIPTION Insulator - Heat & Frost

#### OLINTIES

**ENTIRE COUNTIES** 

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

**WAGES** 

Wages per hour 07/01/2017 05/01/2018
Additional

Asbestos Worker\* \$ 34.10 \$ 1.25

Insulator\* 34.10 Firestopping Worker\* 28.99

(\*)On Mechanical Systems only.

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

#### SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 21.49

**OVERTIME PAY** 

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

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

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

**HOLIDAY** 

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

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

#### REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked:

Apprentices \$21.49

1-40

Ironworker 03/01/2018

#### JOB DESCRIPTION Ironworker

**DISTRICT** 1

#### **ENTIRE COUNTIES**

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

#### **PARTIAL COUNTIES**

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

Hamilton: Only the Townships of Hope, Benson and Wells.
Montgomery: Only the Townships of Florida, Amsterdam, Charleston, Glen, Mohawk and Root.

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

**WAGES** 

Wages 07/01/2017

Per hour

Ornamental \$ 30.50 Reinforcing 30.50 Rodman 30.50 Structural & Precast 30.50 Mover/Rigger 30.50 Fence Erector 30.50 Stone Derrickman 30.50 Sheeter 30.75 Curtain Wall Installer 30.50 Metal Window Installer 30.50

#### SUPPLEMENTAL BENEFITS

Per hour worked

**JOURNEYMAN** \$27.36

**OVERTIME PAY** 

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY** 

See (1) on HOLIDAY PAGE Paid: Overtime: See (5, 6) on HOLIDAY PAGE Note: Any holiday which occurs on Sunday shall be observed the following Monday.

#### **REGISTERED APPRENTICES**

Wages per hour

ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

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

Supplemental Benefits per hour worked

 1st year
 \$ 10.75

 2nd year
 21.28

 3rd year
 22.79

 4th year
 24.30

1-12

Laborer - Building 03/01/2018

JOB DESCRIPTION Laborer - Building DISTRICT 7

07/01/2017

**ENTIRE COUNTIES** 

Clinton, Essex, Warren

WAGES

GROUP #A: All Laborers (except as noted)

GROUP #B: Asbestos & Hazardous Waste Work.

WAGES per hour

 07/01/2017
 07/01/2018
 07/01/2019

 Additional
 Additional

 Group # A
 \$ 22.88
 \$ 1.50
 \$ 1.50

 Group # B
 24.38
 1.50
 1.50

#### **SUPPLEMENTAL BENEFITS**

Per hour worked

Journeymen \$ 20.90

**OVERTIME PAY** 

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

\*Inclement weather makeup day may be provided November 15 to May 15.

**HOLIDAY** 

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

#### REGISTERED APPRENTICES

Wages per hour

Terms are at the following percentage of Group Rate A.

0-1,000 Hrs 1,001-2,000 Hrs 2,001-3,000 Hrs 3,001-4,000 Hrs

60% 70% 80% 90%

SUPPLEMENTAL BENEFITS per hour worked:

All Terms: Same as Journeyman

7-1822ew

**DISTRICT** 7

Laborer - Heavy&Highway 03/01/2018

JOB DESCRIPTION Laborer - Heavy&Highway

ENTIRE COUNTIES Clinton, Essex, Warren

**WAGES** 

Per hour:

GROUP A: Drill Helper (not including machine operations on drills listed under Operating Engineers), Flagmen, Outboard and Hand Boats.

GROUP B: BASIC RATE: Bull Float (where used for strike off only), Chain Saw, Concrete Aggregate Bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of All Steel Mesh, Small Generators for Laborers' Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operator (1-1/2" and Single Diaphragm) Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter & Power Unit, Pusher Type Concrete Saw and All Other Gas, Electric, Oil, and Air Tool Operators, Wrecking Laborer.

GROUP C: Drilling Equipment - only where a separate air compressor unit supplies power, Acetylene Torch Operators, Asphalt Raker, Powder Man, Tail or Screw Operator on Asphalt Paver.

GROUP D: Blasters, Form Setters, Stone or Granite Curb Setters.

GROUP E: Hazardous Waste Removal Work when designated by State/Federal as hazardous waste site and regulations require employees wear required personal protection.

WAGES per hour	07/01/2017	07/01/2018	
		Additional	
Group # A	\$ 24.97	\$ 1.60	
Group # B	25.17	1.60	
Group # C	25.37	1.60	
Group # D	25.57	1.60	
Group # E	27.17	1.60	

NOTE: A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$2.00 per hour.

IMPORTANT NOTE: Operation of equipment (i.e. forklift, skid steer) is the work of the Operating Engineers, please see appropriate rates.

#### SUPPLEMENTAL BENEFITS

Per hour worked

Journeymen \$ 22.75

#### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

#### **HOLIDAY**

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

NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. In the event that men work on this Sunday holiday, they shall be paid double time. In the event that men work on Monday, they shall be compensated at double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.

#### **REGISTERED APPRENTICES**

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

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

SUPPLEMENTAL BENEFITS per hour worked:

All Terms: Same as Journeyman

7-1822/2h

Laborer - Tunnel 03/01/2018

#### JOB DESCRIPTION Laborer - Tunnel

DISTRICT 7

ENTIRE COUNTIES Clinton, Essex, Warren

**WAGES** 

GROUP A: General Laborer

GROUP B: Change Houseman, Miners and all Machine Men, Safety Miner, all Shaft-work, Caisson work, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting pot to nozzle, Bit Grinder, Signal Man (top and bottom), Concrete Men, Shield driven tunnels, mixed face and soft ground, liner plate tunnels in free air.

GROUP C: Hazardous/Waste Work

WAGES (per hour)

	07/01/2017	07/01/2018 Additional
Tunnel Laborer:		
Group A	\$ 28.15	\$ 1.60
Group B	27.95	1.60
Group C*	30.15	1.60

(\*)Work site required to be designated by State/Federal as hazardous waste site and relevant regulations require employees to use personal protection.

#### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 22.75

**OVERTIME PAY** 

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY** 

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

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

#### **REGISTERED APPRENTICES**

Wages per hour

Terms are at the following percentage of Group B rate.

0-1000 Hrs 1001-2000 Hrs 2001-3000 Hrs 3001-4000 Hrs 60% 70% 80% 90%

SUPPLEMENTAL BENEFITS

All Terms: Same as Journeyman

7-1822T

#### Lineman Electrician 03/01/2018

#### JOB DESCRIPTION Lineman Electrician

#### **DISTRICT** 6

#### **ENTIRE COUNTIES**

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

#### **WAGES**

Per hour:

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

	07/01/2017	05/07/2018	05/06/2019	05/04/2020
Lineman, Technician	\$ 49.20	\$ 50.60	\$ 52.05	\$ 53.50
Crane, Crawler Backhoe	49.20	50.60	52.05	53.50
Welder, Cable Splicer	49.20	50.60	52.05	53.50
Digging Mach. Operator	44.28	45.54	46.85	48.15
Tractor Trailer Driver	41.82	43.01	44.24	45.48
Groundman, Truck Driver	39.36	40.48	41.64	42.80
Equipment Mechanic	39.36	40.48	41.64	42.80
Flagman	29.52	30.36	31.23	32.10

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

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

Lineman, Technician	\$ 49.20	\$ 50.60	\$ 52.05	\$ 53.50
Crane, Crawler Backhoe	49.20	50.60	52.05	53.50

Cable Splicer	54.12	55.66	57.26	58.85
Certified Welder -				
Pipe Type Cable	51.66	53.13	54.65	56.18
Digging Mach. Operator	44.28	45.54	46.85	48.15
Tractor Trailer Driver	41.82	43.01	44.24	45.48
Groundman, Truck Driver	39.36	40.48	41.64	42.80
Equipment Mechanic	39.36	40.48	41.64	42.80
Flagman	29.52	30.36	31.23	32.10

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

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

Lineman, Tech, Welder	\$ 50.52	\$ 51.92	\$ 53.37	\$ 54.82
Crane, Crawler Backhoe	50.52	51.92	53.37	54.82
Cable Splicer	55.57	57.11	58.71	60.30
Certified Welder -				
Pipe Type Cable	53.05	54.52	56.04	57.56
Digging Mach. Operator	45.47	46.73	48.03	49.34
Tractor Trailer Driver	42.94	44.13	45.36	46.60
Groundman, Truck Driver	40.42	41.54	42.70	43.86
Equipment Mechanic	40.42	41.54	42.70	43.86
Flagman	30.31	31.15	32.02	32.89

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

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

Lineman, Tech, Welder	\$ 51.71	\$ 53.11	\$ 54.56	\$ 56.01
Crane, Crawler Backhoe	51.71	53.11	54.56	56.01
Cable Splicer	51.71	53.11	54.56	56.01
Digging Mach. Operator	46.54	47.80	49.10	50.41
Tractor Trailer Driver	43.95	45.14	46.38	47.61
Groundman, Truck Driver	41.37	42.49	43.65	44.81
Equipment Mechanic	41.37	42.49	43.65	44.81
Flagman	31.03	31.87	32.74	33.61

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

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

1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. \*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

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

#### **SUPPLEMENTAL BENEFITS**

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

The following SUPPLEMENTAL BENEFITS apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

Journeyman	\$ 22.65	\$ 23.40	\$ 24.15	\$ 24.90
-	*plus 6.75% of	*plus 6.75% of	*plus 6.75% of	*plus 6.75% of
	hourly wage	hourly wage	hourly wage	hourly wage

<sup>\*</sup>The 6.75% is based on the hourly wage paid, straight time rate or premium rate.

<sup>\*\*</sup> IMPORTANT NOTICE \*\*

#### **OVERTIME PAY**

See (B, E, Q,) on OVERTIME PAGE. \*Note\* Double time for all emergency work designated by the Dept. of Jurisdiction. NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY** 

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

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

#### **REGISTERED APPRENTICES**

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

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

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a

#### Lineman Electrician - Teledata

03/01/2018

#### JOB DESCRIPTION Lineman Electrician - Teledata

#### **DISTRICT** 6

#### **ENTIRE COUNTIES**

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

#### WAGES

Per hour:

FOR OUTSIDE WORK.

07/01/2017
\$ 30.90
29.33
29.33
29.33
15.56

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

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

1ST SHIFT REGULAR RATE

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

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 4.43 \*plus 3% of wage paid

#### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

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

#### **HOLIDAY**

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

<sup>\*</sup>The 3% is based on the hourly wage paid, straight time rate or premium rate.

#### Lineman Electrician - Traffic Signal, Lighting

03/01/2018

#### JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

**DISTRICT** 6

#### **ENTIRE COUNTIES**

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

#### WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Groundman Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/groundman truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.

(Ref #14.01.01)

Per hour:

	07/01/2017	05/07/2018	05/06/2019	05/04/2020
Lineman, Technician	\$ 42.65	\$ 43.80	\$ 45.00	\$ 46.20
Crane, Crawler Backhoe	42.65	43.80	45.00	46.20
Certified Welder	44.78	45.99	47.25	48.51
Digging Machine	38.39	39.42	40.50	41.58
Tractor Trailer Driver	36.25	37.23	38.25	39.27
Groundman, Truck Driver	34.12	35.04	36.00	36.96
Equipment Mechanic	34.12	35.04	36.00	36.96
Flagman	25.59	26.28	27.00	27.72

Above rates applicable on all Lighting and Traffic Signal Systems with the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems and the installation of Fiber Optic Cable.

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

1ST SHIFT 8:00 AM TO 4:30 PM REGULAR RATE

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. \*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

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

#### SUPPLEMENTAL BENEFITS

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

Journeyman	\$ 22.65	\$ 23.40	\$ 24.15	\$ 24.90
	*plus 6.75% of	*plus 6.75% of	*plus 6.75% of	*plus 6.75% of
	hourly wage	hourly wage	hourly wage	hourly wage

<sup>\*</sup>The 6.75% is based on the hourly wage paid, straight time rate or premium rate. Supplements paid at STRAIGHT TIME rate for holidays.

#### **OVERTIME PAY**

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

<sup>\*\*</sup> IMPORTANT NOTICE \*\*

**DISTRICT** 6

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

#### **HOLIDAY**

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

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

## **REGISTERED APPRENTICES**

WAGES: Per hour. 1000 hour terms.

	07/01/2017	05/07/2018	05/06/2019	05/04/2020
1st term	\$ 25.59	\$ 26.28	\$ 27.00	\$ 27.72
2nd term	27.72	28.47	29.25	30.03
3rd term	29.86	30.66	31.50	32.34
4th term	31.99	32.85	33.75	34.65
5th term	34.12	35.04	36.00	36.96
6th term	36.25	37.23	38.25	39.27
7th term	38.39	39.42	40.50	41.58

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a-LT

#### **Lineman Electrician - Tree Trimmer**

03/01/2018

## JOB DESCRIPTION Lineman Electrician - Tree Trimmer

#### **ENTIRE COUNTIES**

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

#### **WAGES**

Per hour:

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

	07/01/2017
Tree Trimmer	\$ 23.95
Equipment Operator	21.13
Equipment Mechanic	21.13
Truck Driver	17.52
Groundman	14.36
Flag person	10.23

### SUPPLEMENTAL BENEFITS

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

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

## **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

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

#### **HOLIDAY**

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

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

<sup>\*</sup> The 3% is based on the hourly wage paid, straight time rate or premium rate.

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

6-1249TT

## Mason - Building 03/01/2018

#### JOB DESCRIPTION Mason - Building

#### **DISTRICT** 12

#### **ENTIRE COUNTIES**

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

**WAGES** 

Per hour 07/01/2017

Tile/Marble/Terrazzo

 Setter
 \$ 33.65

 Finisher
 26.40

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

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

#### **SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman Setter \$ 19.29 Journeyman Finisher 16.57

**OVERTIME PAY** 

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

**HOLIDAY** 

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

#### REGISTERED APPRENTICES

Wages per hour

Hour Terms at the following percentage of Journeyman's wage

Setter:

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

Finisher:

 1st term 0-500 hrs
 70%

 2nd term 501-1500 hrs
 80%

 3rd term 1501-2500 hrs
 90%

 4th term 2501-3700 hrs
 95%

Supplemental Benefits per hour worked

07/01/2017
Setter:
1st term 0-500 hrs \$ 11.24
2nd term 501-1500 hrs 11.24
3rd term 1501-2500 hrs 15.26
4th term 2501-3500 hrs 15.26
5th term 3501-4500 hrs 17.28
6th term 4501-6000 hrs 19.29

Finisher:

1st term 0-500 hrs \$ 10.72 2nd term 501-1500 hrs 10.72 3rd term 1501-2500 hrs 13.64 4th term 2501-3700 hrs

13.64

12-2TS.1

## Mason - Building 03/01/2018

JOB DESCRIPTION Mason - Building

**DISTRICT** 12

**ENTIRE COUNTIES** 

Clinton, Essex, Franklin

**PARTIAL COUNTIES** 

Warren: Only the Townships of Chester, Hague, Horicon and Johnsburg.

**WAGES** 

 Per hour
 07/01/2017

 Bricklayer
 \$ 30.95

 Cement Finisher
 30.95

 Plasterer/Fireproofer\*
 30.95

 Pointer/Caulker/Cleaner
 30.95

 Stone Mason
 30.95

 Acid Brick
 31.45

(\*)Fireproofer on Structural only.

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

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

#### SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 18.95

**OVERTIME PAY** 

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

**HOLIDAY** 

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

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

#### **REGISTERED APPRENTICES**

Wages per hour

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

3rd 4th 6th 7th 8th 1st 2nd 5th 80% 55% 60% 65% 70% 75% 85% 90%

Supplemental Benefits per hour worked

0-500 Hours \$ 11.27 All others \$ 18.72

12-2b.8

03/01/2018

## JOB DESCRIPTION Mason - Heavy&Highway

**DISTRICT** 12

**ENTIRE COUNTIES** 

Mason - Heavy&Highway

Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

#### **PARTIAL COUNTIES**

Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 1-2h/h on.

**WAGES** 

Per hour

07/01/2017

Mason &

Bricklayer \$36.06

Additional \$1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

#### SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman

\$ 19.23

**OVERTIME PAY** 

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

**HOLIDAY** 

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

Note: If a holiday falls on Sunday, the Monday following shall constitute the day of the legal holiday.

REGISTERED APPRENTICES

Wages per hour

750 HR TERMS at the following percent of Journeyman's wage

4th 6th 7th 8th 1st 2nd 3rd 5th 80% 55% 60% 65% 70% 75% 85% 90%

Supplemental Benefits per hour worked

\$ 19.23

12-2hh.1

Millwright - Building 03/01/2018

### JOB DESCRIPTION Millwright - Building

DISTRICT 2

**ENTIRE COUNTIES** 

Clinton, Essex, Franklin, Hamilton

WAGES

Per hour: 07/01/2017

Millwright\* \$ 27.15

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive \$1.25 per hour in addition to the current Millwright's rate provided he/she is directed to perform certified welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.25 premium per hour.
- An employee performing the work of a machinist shall receive \$1.25 per hour in addition to the current Millwright's rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.

\*Regarding treatment plants water or sewer, the Millwright Building rate is applicable for millwrights only performing maintenance and upkeep of existing equipment. For new work at treatment plants water or sewer, refer to the Heavy Highway Millwright rates listed under Carpenter Heavy Highway.

#### **SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$21.64

#### **OVERTIME PAY**

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

\*Note - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

**HOLIDAY** 

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

Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

## **REGISTERED APPRENTICES**

Wages per hour:

**DISTRICT** 1

(1) year terms at the following percentage of journeyman's rate.

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

Supplemental Benefits per hours worked:

Apprentices:

1st term	\$ 10.05
2nd term	18.17
3rd term	19.32
4th term	20.49

2-1163.2

#### **Operating Engineer - Building**

03/01/2018

#### JOB DESCRIPTION Operating Engineer - Building

#### **ENTIRE COUNTIES**

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

#### **PARTIAL COUNTIES**

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

#### WAGES

#### CLASS A1:

Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks over 5 tons.

#### CLASS A:

Shovel, all Excavators (including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

#### CLASS B

Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacum machine (mounted or towed).

### CLASS C:

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps.

#### WAGES per hour

	07/01/2017	07/01/2018
Class # A1	\$ 42.66	\$ 44.29
Class # A	42.18	43.80
Class # B	41.18	42.78
Class # C	38.37	39.88

Additional \$0.50 per hr for Tower Cranes.

Additional \$1.00 per hr for Cranes with Boom length & jib 150ft. and over.

Additional \$2.00 per hr for Cranes with Boom length & jib 200ft. and over.

Additional \$2.00 per hr over B rate for Nuclear Leader work.

Additional \$0.40 per hr for tunnel or excavation of shaft 40' or more deep.

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

#### SUPPLEMENTAL BENEFITS

<sup>\*</sup> In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

Per hour worked

Journeyman \$ 25.00 \$ 25.40

**OVERTIME PAY** 

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

Employees who work a Saturday holiday shall be paid double time plus the holiday pay.

#### **REGISTERED APPRENTICES**

Wages per hour

1000 hours terms at the following percentage of Journeyman's wage Class B

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

Supplemental Benefits per hour worked

07/01/2017 07/01/2018

All terms \$ 20.30 \$ 20.70

1-158 Alb

#### Operating Engineer - Heavy&Highway

03/01/2018

## JOB DESCRIPTION Operating Engineer - Heavy&Highway

#### **DISTRICT** 1

#### **ENTIRE COUNTIES**

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

#### **PARTIAL COUNTIES**

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

#### **WAGES**

#### **CLASSIFICATION A:**

Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

#### **CLASSIFICATION B:**

Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder

#### CLASSIFICATION C:

A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinius Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Landler (ride-on), Tie Inserter (ride-on), Tie Landler ( on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

	07/01/2017	07/01/2018
Master Mechanic	\$ 43.79	\$ 45.58
Class A*	42.18	43.97
Class B	41.27	43.06
Class C	38.70	40.49

Additional \$2.00 per hour for All Employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

- (\*) Premiums for CRANES is based upon Class A rates with the following premiums:
- Additional \$4.00 per hr for Tower Cranes, including self erecting.
- Additional \$3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.
- Additional \$2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

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

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

#### SUPPLEMENTAL BENEFITS

Per hour worked

\$ 25.60 Journeyman \$ 25.20

**OVERTIME PAY** 

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY** 

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

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

#### REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journeyman's wage Class B

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

Supplemental Benefits per hour worked

07/01/2018 07/01/2017

All Terms \$ 20.60 \$ 21.00

Operating Engineer - Marine Dredging

03/01/2018

1-158H/H Alb

JOB DESCRIPTION Operating Engineer - Marine Dredging **ENTIRE COUNTIES** 

**DISTRICT** 4

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

#### **WAGES**

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

Per Hour:		
DREDGING OPERATIONS CLASS A	07/01/2017	10/01/2017
Operator, Leverman, Lead Dredgeman	\$ 37.25	\$ 38.18
CLASS A1 Dozer,Front Loader Operator	To conform to Opera Prevailing Wage in lo is being performed in	ocality where work
CLASS B Barge Operator Spider/Spill Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	\$ 32.21	\$33.02
Certified Welder, Boat Operator(licensed)	\$ 30.33	\$ 31.09
CLASS C Drag Barge Operator, Steward, Mate, Assistant Fill Placer,	\$ 29.50	\$ 30.24
Welder (please add)\$ 0.06		
Boat Operator	\$ 28.54	\$ 29.26
CLASS D Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor	\$ 23.71	\$ 24.30
Oilor(places add)\$ 0.00		

Oiler(please add)\$ 0.09

## **SUPPLEMENTAL BENEFITS**

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	07/01/2017 \$10.75 plus 8% of straight time wage, Overtime hours add \$ 0.63	10-01-2017 \$11.23 plus 8% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$10.45 plus 8% of straight time wage, Overtime hours add \$ 0.48	\$10.93 plus 8% of straight time wage, Overtime hours add \$ 0.48

All Class D

\$10.15 plus 8% of straight time

\$10.63 plus 8% of straight time

wage, Overtime hours add \$ 0.33

add \$ 0.33

wage, Overtime hours

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (1) on HOLIDAY PAGE

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

4-25a-MarDredge

#### **Operating Engineer - Survey Crew**

03/01/2018

#### JOB DESCRIPTION Operating Engineer - Survey Crew

**DISTRICT** 12

#### **ENTIRE COUNTIES**

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

#### PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of

Batavia.

#### **WAGES**

These rates apply to Building and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2017

Party Chief \$40.01 Instrument Person 36.74 Rod Person 27.15

Additional \$3.00 per hr. for work in a Tunnel.

Additional \$2.50 per hr. for EPA or DEC certified toxic or hazardous waste work.

#### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 24.20

**OVERTIME PAY** 

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

**HOLIDAY** 

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

**REGISTERED APPRENTICES** 

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2017

 0-1000
 60%

 1001-2000
 70%

 2001-3000
 80%

SUPPLEMENTAL BENIFIT per hour worked:

0-1000 \$ 16.24 1001-2000 \$ 18.96 2001-3000 \$ 21.67

12-158-545 D.H.H.

#### **Operating Engineer - Survey Crew - Consulting Engineer**

03/01/2018

#### **ENTIRE COUNTIES**

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

#### PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

## WAGES

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

#### Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2017

Party Chief \$40.01 Instrument Person 36.74 Rod Person 27.15

Additional \$3.00 per hr. for work in a Tunnel.

Additional \$2.50 per hr. for EPA or DEC certified toxic or hazardous waste work.

#### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 24.20

#### **OVERTIME PAY**

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

#### **HOLIDAY**

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

#### **REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2017

0-1000 60% 1001-2000 70% 2001-3000 80%

SUPPLEMENTAL BENIFIT per hour worked:

0-1000 \$ 16.24 1001-2000 \$ 18.86 2001-3000 \$ 21.67

12-158-545 DCE

## Operating Engineer - Tunnel

03/01/2018

**DISTRICT** 7

## JOB DESCRIPTION Operating Engineer - Tunnel

## **ENTIRE COUNTIES**

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

#### **PARTIAL COUNTIES**

Dutchess: Northern part of Dutchess to the northern boundary line of the City of Poughkeepie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Rte. 343 then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains to Connecticut.

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

#### **WAGES**

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted,rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Welder; Winch; Winch Cat

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor

#### WAGES per hour:

	07/01/2017	07/01/2018
Master Mechanic	45.49	47.15
CLASS A	43.15	44.74
CLASS B	41.93	43.52
CLASS C	39.14	40.73
CLASS D	36.13	37.72

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection. Fringe benefits will be paid at the hourly wage premium.

#### **CRANES**

Crane 1: All cranes, including self-erecting to be paid \$4.00 per hour over the Class A rate.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over to be paid \$3.00 per hour over Class A rate.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks, to be paid \$2.00 per hour over Class A rate.

Crane 1	\$ 47.15	\$ 48.74
Crane 2	46.15	47.74
Crane 3	45.15	46.74
SUPPLEMENTAL BENEFITS		
Per hour paid:		
	\$ 27.20	\$ 27.90

#### OVERTIME PAY

See (B, B2, E, Q) on OVERTIME PAGE

#### HOLIDAY

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

If a holiday falls on Sunday, it shall be observed on Monday.

## **REGISTERED APPRENTICES**

WAGES:(1000) hours terms at the following percentage of Journeyman's wage.

 1st term
 60% of Class B

 2nd term
 65% of Class B

 3rd term
 70% of Class B

 4th term
 75% of Class B

SUPPLEMENTAL BENEFITS per hour paid: Same as Journeyman

7-158-832TL.

Painter 03/01/2018

JOB DESCRIPTION Painter DISTRICT 1

**ENTIRE COUNTIES** 

Essex, Hamilton, Warren, Washington

**WAGES** 

Per hour

	07/01/2017	05/01/2018	05/01/2019
		Additional	Additional
Painter\Wallcover	\$ 29.00	\$ 1.40	\$1.40
Drywall Finishers	29.00	1.40	1.40
Spray Rate	29.00	1.40	1.40
Structural Steel*	30.00	1.40	1.40
Lead Abatement	30.00	1.40	1.40
Lead Abatement on			
structural Steel	31.00	1.40	1.40

<sup>(\*)</sup>Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate.

Bridge Painter

See Bridge Painter rates for the following work:

All Bridges and Tanks

## SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 14.08

**OVERTIME PAY** 

See (B, E2, H) on OVERTIME PAGE

**HOLIDAY** 

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

Note: If the holiday falls on Sunday, it shall be observed on Monday.

**REGISTERED APPRENTICES** 

Wages per hour

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

 1st
 2nd
 3rd
 4th
 5th
 6th

 45%
 50%
 60%
 70%
 80%
 90%

Supplemental Benefits per hour worked

All terms \$ 14.08

1-466-Z2

Painter - Bridge & Structural Steel

03/01/2018

JOB DESCRIPTION Painter - Bridge & Structural Steel

**ENTIRE COUNTIES** 

**DISTRICT** 8

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

#### **WAGES**

Per Hour Worked:

STEEL:

Bridge Painting:	07/01/2017	10/01/2017	10/01/2018
	\$ 49.50	\$ 49.50	\$ 49.50
	+ 6 38*	+ 6 38*	+ 6 38*

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

#### SUPPLEMENTAL BENEFITS

Per Hour Worked:

Journeyworker:	07/01/2017	10/01/2017	10/01/2018
	\$ 7.50	\$ 8.25	\$ 9.50
	+ 23.40*	+ 24.35*	+ 26.05*

<sup>\*</sup> For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

#### **OVERTIME PAY**

See (A, F, R) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (1) on HOLIDAY PAGE Overtime: See (4, 6) on HOLIDAY PAGE

#### **REGISTERED APPRENTICES**

Wage - Per hour worked:

Apprentices: (1) year terms

	07/01/2017	10/01/2017	10/01/2018
1st year	\$ 22.35	\$ 22.65	\$ 23.13
2nd year	33.53	33.98	34.73
3rd year	44.70	45.30	46.30
Supplemental Benefits - Per hour worked:			
1st year	\$ 12.36	\$ 12.76	\$ 13.44
2nd year	18.54	19.14	20.16
3rd year	24.72	25.52	26.88

8-DC-9/806/155-BrSS

Painter - Line Striping 03/01/2018

## JOB DESCRIPTION Painter - Line Striping

## **DISTRICT** 8

#### **ENTIRE COUNTIES**

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

#### **WAGES**

Per hour:

Painter (Striping-Highway): 07/01/2017

Striping-Machine Operator\*

\$ 27.11

<sup>\*</sup> For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

Linerman Thermoplastic

\$ 32.37

Note: \* Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

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

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

#### SUPPLEMENTAL BENEFITS

Per hour paid: 07/01/2017

Journeyworker:

Striping-Machine operator \$ 14.18 Linerman Thermoplastic \$ 14.55

#### **OVERTIME PAY**

See (B, E, E2, F, S) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (5, 20) on HOLIDAY PAGE

Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

8-1456-LS

Painter - Metal Polisher 03/01/2018

#### JOB DESCRIPTION Painter - Metal Polisher

#### **DISTRICT** 8

#### **ENTIRE COUNTIES**

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

#### **WAGES**

	07/01/2017	06/01/2018
Metal Polisher	\$ 29.73	\$ 30.58
Metal Polisher**	30.68	31.53
Metal Polisher***	33.23	34.08

<sup>\*\*</sup>Note: Applies on New Construction & complete renovation

#### SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2017 06/01/2018

Journeyworker:

All classification \$ 7.55 \$ 7.65

#### **OVERTIME PAY**

See (B, E, E2, P, T) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

### **REGISTERED APPRENTICES**

Wages per hour:

One (1) year term at the following wage rates:

	07/01/2017	06/01/2018
1st year	\$ 12.14	\$ 14.25
2nd year	13.44	15.50
3rd year	16.29	18.25

Supplentals benefits:

<sup>\*\*\*</sup> Note: Applies when working on scaffolds over 34 feet.

Per hour paid:

1st year	\$ 5.62	\$ 5.62
2nd year	5.62	5.62
3rd year	5.62	5.62

8-8A/28A-MP

Plumber 03/01/2018

JOB DESCRIPTION Plumber DISTRICT 1

**ENTIRE COUNTIES** 

Essex, Franklin

**PARTIAL COUNTIES** 

Hamilton: The Townships of Long Lake and Indian Lake

**WAGES** 

Per hour

07/01/2017 05/01/2018 05/01/2019

Plumber &

Steamfitter \$ 37.35 +\$1.65 +\$1.65

\* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

#### SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 18.80 +10.03\*

## **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (22) on HOLIDAY PAGE

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

Note: Whenever a Holiday falls on a Saturday, the preceding day, Friday, shall be observed as the Holiday. If a Holiday falls on a Sunday, the following day, Monday shall be observed as the Holiday.

## **REGISTERED APPRENTICES**

Wages per hour

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

1st vr	50%
2nd yr	60%
3rd yr	70%
4th yr	80%
5th yr	90%

Supplemental Benefits per hour worked

1st yr	\$ 16.48 + 5.02*
2nd yr	16.94 + 6.02*
3rd yr	17.41 + 7.02*
4th yr	17.87 + 8.02*
5th yr	18.34 + 9.03*

<sup>\*</sup> This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

1-773EF-SF

Roofer 03/01/2018

<sup>+10.03</sup> 

<sup>\*</sup> This portion per hour paid.

<sup>\*</sup> This portion per hour paid.

#### **ENTIRE COUNTIES**

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

#### **WAGES**

Per hour

07/01/2017

Roofer/Waterproofer\$ 29.05Asphalt Cold Process29.55Pitch & Asbestos31.05

#### **SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 18.77

#### **OVERTIME PAY**

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

\* Saturday may be used as a make up day at straight time if employee misses 8 hrs or more during that week due to inclement weather.

#### **HOLIDAY**

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

Note: When any Holiday falls on Saturday, the Friday before such Holiday shall be recognized as the legal Holiday. When a Holiday falls on Sunday, it shall be observed the following Monday.

#### **REGISTERED APPRENTICES**

Wages per hour

(1/2) year terms at the following per cent of the Roofer/Waterproofer rate. For Pitch & Asbestos work, an additional \$2.00 must be paid in wages. For Asphalt Cold Process work, an additional \$0.50 must be paid in the wages.

1st yr 1st half	50%
1st yr 2nd half	58%
2nd yr 1st half	66%
2nd yr 2nd half	74%
3rd yr 1st half	82%
3rd yr 2nd half	90%

#### Supplemental Benefits per hour worked

1st yr 1st half	\$ 17.00
1st yr 2nd half	17.19
2nd yr 1st half	17.42
2nd yr 2nd half	17.62
3rd yr 1st half	17.90
3rd yr 2nd half	18.10

1-241

Sheetmetal Worker 03/01/2018

## JOB DESCRIPTION Sheetmetal Worker

#### **DISTRICT** 1

#### **ENTIRE COUNTIES**

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

#### **WAGES**

Per hour

07/01/2017 06/01/2018 Additional

Sheetmetal Worker \$31.80 \$1.60

All work requiring HAZWOPER Training additional \$1.00 per hour

## **SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$31.15

DISTRICT 1

### **OVERTIME PAY**

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

\* Time and one half 1st 8 hours on Saturday. Double the hourly rate all additional Saturday hours.

HOLIDAY

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

When any holiday falls on Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

#### **REGISTERED APPRENTICES**

Wages per hour

#### 6 Month Terms at the following rate:

1st term	\$17.61
2nd term	\$19.08
3rd term	\$19.82
4th term	\$20.56
5th term	\$19.52
6th term	\$20.49
7th term	\$22.10
8th term	\$23.72
9th term	\$25.34
10th term	\$26.95

#### Supplemental Benefits per hour worked

1st term	\$18.92
2nd term	19.50
3rd term	19.79
4th term	20.21
5th term	25.69
6th term	26.12
7th term	26.84
8th term	27.56
9th term	28.28
10th term	29.00

1-83

### Sprinkler Fitter 03/01/2018

## JOB DESCRIPTION Sprinkler Fitter

#### **ENTIRE COUNTIES**

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

**WAGES** 

 Per hour
 07/01/2017
 01/01/2018
 04/01/2018

 Sprinkler
 \$ 33.76
 33.76
 34.91

 Fitter

## SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 22.14 22.84 23.14

**OVERTIME PAY** 

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY** 

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

### **REGISTERED APPRENTICES**

Wages per hour

For Apprentices HIRED ON OR AFTER 04/01/2010:

One Half Year terms at the following percentage of journeyman's wage.

1st 2nd 3rd 4th 5th 6th 7th 8th 9th 10th 45% 50% 55% 60% 65% 70% 75% 80% 85% 90%

Supplemental Benefits per hour worked

2nd 3rd 4th 5th 6th 7th 8th 9th 10th 1st \$ 17.02 \$8.73 \$8.77 \$ 16.34 \$ 16.38 \$ 16.93 \$ 16.97 \$ 17.06 \$ 17.11 \$ 17.15

For Apprentices HIRED ON OR AFTER 04/01/2013:

One Half Year terms at the following percentage of journeyman's wage.

1st 2nd 3rd 4th 5th 6th 7th 8th 9th 10th 60% 45% 50% 55% 65% 70% 75% 80% 85% 90%

Supplemental Benefits per hour worked

2nd 4th 5th 6th 7th 8th 9th 10th 1st 3rd \$8.07 \$8.07 \$ 16.24 \$ 16.24 \$ 16.49 \$ 16.49 \$ 16.49 \$ 16.49 \$ 16.49 \$ 16.49

1-669

Teamster - Building 03/01/2018

JOB DESCRIPTION Teamster - Building

**DISTRICT** 7

**ENTIRE COUNTIES** 

Clinton, Essex, Franklin, Jefferson, St. Lawrence

PARTIAL COUNTIES

Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen, Harrisburg, Montague, Osceola and Pinckney.

Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.

Warren: Only the Townships of Hague, Horicon, Chester and Johnsburg.

WAGES

GROUP # 1: Fuel Trucks, Fork Lift (Warehouse & Storage Area Only), Bus, Warehouse, Yardman, Truck Helper, Pickups, Panel Truck, Flatbody Material Trucks (straight Jobs), Single axle Dump Trucks, Dumpsters, Material Checkers & Receivers, Greasers, Tiremen, Mechanic Helpers and Parts Chasers.

GROUP # 2: Tandems, Mechanics & Batch Trucks.

GROUP # 3: Semi Trailers, Low Boys, Asphalt Distributor Trucks, and Agitator Mixer Truck, Dump Crete Type Vehicles and 3 axle Dump trucks

GROUP # 4: Asbestos Removal, Special earth moving Euclid type or similar off highway equip.(non self load.) Articulated and all-track dump trucks.

Wages per hour

07/01/2017
Building:
Group #1 \$ 23.58
Group #2 24.58
Group #3 24.68
Group #4 23.84

SUPPLEMENTAL BENEFITS

Per hour worked:

All groups \$ 21.51

**OVERTIME PAY** 

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY** 

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

7-687B

Teamster - Heavy&Highway

03/01/2018

**DISTRICT** 7

#### JOB DESCRIPTION Teamster - Heavy&Highway

#### **ENTIRE COUNTIES**

Clinton, Essex, Franklin, Jefferson, St. Lawrence

**PARTIAL COUNTIES** 

Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen, Harrisburg, Montague, Osceola and Pinckney.

Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.

Warren: Only the Townships of Hague, Horicon, Chester and Johnsburg.

#### **WAGES**

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers. Fork Lift (storage & warehouse areas only) Tandems and Batch Trucks, Mechanics, Dispatcher. Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Truck.

GROUP 2: Specialized Earth Moving Equipment, Euclid type, or similar off-highway where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck. Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

Per hour:

07/01/2017

Heavy/Highway:

Group #1 \$ 25.82 Group #2 26.04

Additional \$1.50 per hour for hazardous waste removal work on a City, County, and/or Federal Designated waste site and regulations require employee to use or wear respiratory protection.

For work bid on or after April 1, 1982 there shall be a 12 month carryover of the negotiated rate in effect at the time of the bid.

#### SUPPLEMENTAL BENEFITS

Per hour worked:

All classes \$ 23.52

**OVERTIME PAY** 

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY** 

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

NOTE: If a holiday falls on a Sunday, it will be celebrated on Monday.

7-687

Welder 03/01/2018

#### JOB DESCRIPTION Welder

#### **DISTRICT** 1

## **ENTIRE COUNTIES**

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

**WAGES** 

Per hour 07/01/2017

Welder: To be paid the same rate of the mechanic performing the work.\*

\*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY HOLIDAY

1-As Per Trade

## **Overtime Codes**

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

( AA )	Time and one half of the hourly rate after 7 and one half hours per day
(A)	Time and one half of the hourly rate after 7 hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E5)	Double time after 8 hours on Saturdays
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(1)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays
(S)	Two and one half times the hourly rate for Holidays, if worked

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays, if worked
- (U) Four times the hourly rate for Holidays, if worked
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.

## Holiday Codes

#### PAID Holidays:

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

#### **OVERTIME Holiday Pay:**

(27)

Memorial Day

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Mamarial Day



## New York State Department of Labor - Bureau of Public Work State Office Building Campus Building 12 - Room 130 Albany, New York 12240

## REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

 $Fax\ (518)\ 485\text{-}1870\ \text{or mail this form for new schedules or for determination for additional occupations}.$ 

## This Form Must Be Typed

Submitted By: (Check Only One) Contracting Agency Architect or Engineering	g Firm Public Work District Office Date	2:
A. Public Work Contract to be let by: (Enter Data Pertaining to	Contracting/Public Agency)	
1. Name and complete address	Construction Fund	□ 07 City □ 08 Local School District □ 09 Special Local District, i.e., Fire, Sewer, Water District □ 10 Village □ 11 Town □ 12 County □ 13 Other Non-N.Y. State (Describe)
E-Mail:  3. SEND REPLY TO Check if new or change) Name and complete address:	4. SERVICE REQUIRED. Check appropriate information.  New Schedule of Wages and Supplem  APPROXIMATE BID DATE:  Additional Occupation and/or Redetern	pox and provide project nents.
Telephone:( ) Fax: ( ) E-Mail:	PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :	OFFICE USE ONLY
B. PROJECT PARTICULARS		
5. Project Title  Description of Work  Contract Identification Number  Note: For NYS units, the OSC Contract No.	6. Location of Project: Location on Site  Route No/Street Address  Village or City  Town  County	
7. Nature of Project - Check One:  1. New Building 2. Addition to Existing Structure 3. Heavy and Highway Construction (New and Repair) 4. New Sewer or Waterline 5. Other New Construction (Explain) 6. Other Reconstruction, Maintenance, Repair or Alteration 7. Demolition 8. Building Service Contract	8. OCCUPATION FOR PROJECT :  Construction (Building, Heavy Highway/Sewer/Water)  Tunnel Residential Landscape Maintenance Elevator maintenance Exterminators, Fumigators Fire Safety Director, NYC Only	☐ Guards, Watchmen ☐ Janitors, Porters, Cleaners, Elevator Operators ☐ Moving furniture and equipment ☐ Trash and refuse removal ☐ Window cleaners ☐ Other (Describe)
9. Has this project been reviewed for compliance with the Wi	cks Law involving separate bidding?	YES NO
10. Name and Title of Requester	Signature	<del></del>



## NEW YORK STATE DEPARTMENT OF LABOR Bureau of Public Work - Debarment List

## LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

https://dbr.labor.state.ny.us/EDList/searchPage.do

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	****0996	A-1 CONSTRUCTION & RENOVATION INC		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		ABDUL KARIM		C/O NORTH AMERICAN IRON	05/15/2015	05/15/2020
					1560 DECATUR STREETRIDGEWOOD NY 11385		
DOL	DOL	****8488	ABELCRAFT OF NEW YORK CORP		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL	****8018	ACCURATE MECHANICAL LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		ACCURATE MECHANICAL OF PHILADELPHIA LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL	****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC		ADRIANA SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	NYC	****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL	****2538	AGG MASONRY INC		160 72ND ST - SUITE 721 BROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL		ALISHER KARIMOV		C/O AGG MASONRY INC 7105 3RD AVENUEBROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL	****3344	ALL CATASTROPHE CONSTRUCTION TEAM INC	ACT INC	6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMEN T	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	****4274	AMERICAN STEEL MECHANICAL INC		693 PAINTER STREET MEDIA PA 19063	02/20/2013	02/20/2018
DOL	NYC		ANDRZEJ WROBEL		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAYBROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL	****7004	ANNEX CONTRACTING LTD		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL	****7004	ANNEX GENERAL CONTRACTING INC		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	DOL		ANTHONY J MINGARELLI JR		C/O T & T CONCRETE INC 2560 HAMBURG TURNPIKELACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL	*****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	DOL	****3219	APOLLO CONSTRUCTION SERVICES CORP	APOLLO PAINTING CO	157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		APOLLO PAINTING CO		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	****3295	APOLLO PAINTING CORP		3 ALAN B SHEPART PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	AG	****0194	APPLIED CONSTRUCTION INC		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC	****8403	AQUA JET PAINTING CORP		10 VIKING DRIVE WEST ISLIP NY 11795	04/16/2014	04/16/2019

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DOL	NYC	****9232	ARKAY CONSTRUCTION INC	102-104 GREYLOCK AVENUE BELLEVILLE NJ 07109	07/15/2015	07/15/2020
DOL	DOL	*****3953	ASCAPE LANDSCAPE & CONSTRUCTION CORP	634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	11/19/2018
DOL	NYC	****4779	ASTORIA GENERAL CONTRACTING CORP	35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC	****7217	ASTRO COMMUNICATIONS OF NY CORP	79 ALEXANDER AVE- STE 36A BRONX NY 10454	10/30/2015	10/30/2020
DOL	NYC	****6046	ATLANTIC SUN CONTRUCTION CORP	58-46 59TH AVENUE MASPETH NY 11378	05/08/2015	05/08/2020
DOL	NYC	****6683	ATLAS RESTORATION CORP.	35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC		AUDLEY O'BRIEN	1273 NORTH AVENUE/#1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL		AVIS R HILL	3510 HICKORY WALK LANE ELLENWOOD GA 32094	01/22/2015	01/22/2020
DOL	AG		AVTAR SINGH	116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	AG		BALDEV SINGH	116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	DOL		BARBARA CASSIDY	7 BLENIS PLACE VALHALLA NY 10595	04/02/2015	04/02/2020
DOL	DOL		BARRY KINNEY	6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC	*****3915	BEACON RESTORATION INC	SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	DOL		BEVERLY F WILLIAMS	1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL	****8551	BRANDY'S MASONRY	216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	NYC	*****6555	BROOKLYN WELDING CORP	1273 NORTH AVENUE/#1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL	****1449	BRRESTORATION NY INC	140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE MORSEY	C/O KENT HOLLOW SIDING LL 29A BRIDGE STREETNEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL	****6156	C & J LANDSCAPING & MAINTENANCE INC	520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	DOL	*****8809	C.B.E. CONTRACTING CORPORATION	310 MCGUINESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL		CARIBBEAN POOLS	C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	NYC	****9172	CASSIDY EXCAVATING INC	14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	****6745	CATSKILL FENCE INSTALLATIONS INC	5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	*****8530	CAZ CONTRACTING CORP	37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	*****8809	CBE CONTRACTING CORP	142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL	****5556	CERTIFIED INSTALLERS INC	113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	AG		CESAR J. AGUDELO	81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	****7655	CHAMPION CONSTRUCTION SERVICES CORP	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		CHARLES CASSIDY JR	14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		CHARLES ZIMMER JR	216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		CHRISTINE J HEARNE	C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL	****3360	CITY LIMITS GROUP INC	2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL	****0671	CJ-HEARNE CONSTRUCTION CO	SUITE 204 131 PONCE DE LEON AVENUEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	NYC	****2905	COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019

DOL	NYC	*****3182	COLORTECH INC		5990 58TH AVENUE	11/18/2013	11/18/2018
DOL	DOL	****2703	CONKLIN'S TECH-		MASPETH NY 11378 5 PARKER AVENUE	03/25/2014	03/25/2019
		2703	MECHANICAL INC		POUGHKEEPSIE NY 12601		
DOL	DOL		CONSTANTINOS ZERVAS		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	NYC	****4468	CRAFT CONTRACTING GROUP INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****8507	CRAFT FENCE INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	****7761	D L MALARKEY CONSTRUCTION		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****7888	D L MALARKEY CONSTRUCTION INC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****5629	DAKA PLUMBING AND HEATING LLC		2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DANICA IVANOSKI		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL		DARYL T RIEKS		C/O RIEKS CONTRACTING LLC 4804 GAHWILER ROADAUBURN NY 13021	05/01/2015	05/01/2020
DOL	NYC	****7707	DASSLE CONTRACTING INC		213-37 39TH AVE/SUITE 120 BAYSIDE NY 11360	05/08/2015	05/08/2020
DOL	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		DAWN AVILA AKA DAWN BECHTOLD		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	NYC		DAWN BECHTOLD AKA DAWN AVILA		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	NYC	*****3865	DECOMA BUILDING CORPORATION		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL	****1446	DELTA CONTRACTING PAINTING AND DECORATING INC		437 SUNRISE HIGHWAY WEST BABYLON NY 11707	08/12/2013	08/12/2018
DOL	DOL	****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	08/12/2018
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAI 145 LODGE AVEHUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL	*****9868	DESANTIS ENTERPRISES		161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL	****9252	DI BERNARDO TILE AND MARBLE CO INC		15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	NYC		DIMITRIOS KOUTSOUKOS		C/O ASTORIA GENERAL CONTR 35-34 31ST STREETLONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE	08/02/2017	08/02/2022
DOL	DOL	****3242	DONALD R. FORSAY	DF LAWN SERVICE	ASTORIA NY 11105 1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY	OLIVICE	1835 DAANSEN RD.	05/16/2017	05/16/2022
DOL	DOL		DORIS SKODA		PALMYRA NY 14522  C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	NYC	****7404	DOSANJH CONSTRUCTION CORP		9439 212TH STREET QUEENS VILLAGE NY 11428	02/25/2016	02/25/2021

DOL	DOL		DOUGLAS L MALARKEY	MALARKEY CONSTRUCTI	64 VICTORIA DRIVE B INGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****6982	DUFOUR GROUP INC	ON DUFOUR MASONRY	353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY	W/CONT	353 WEST 56TH ST #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY & RESTORATION INC		353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	****5840	DYNA CONTRACTING INC		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL		E C WEBB		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		EARL GALBREATH		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL		EARL L WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	****1496	EAST COAST DRYWALL INC		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	NYC		EDWARD MENKEN		C/O AQUA JET PAINTING 10 VIKING DRIVEWEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****0900	EF PRO CONTRACTING INC		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		EFSTRATIOS BERNARDIS		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	DOL		ELIZABETH RAMADANI		C/O RAMADA CONSTRUCTION 80 SAVO LOOPSTATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		ELLEN DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	AG		EMILIO FRANZA		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		EMPIRE CONCRETE SERVICES LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****0511	EMPIRE CONCRETE SYSTEMS LLC		101 SULLYS TRAIL/ SUITE 2 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****2353	EMPIRE CONSTRUCTORS LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		EMPIRE PRECAST LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		EVERTON CARLESS		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL	****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		F KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FANTASTIC PAINTING		493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FAZIA GINA ALI-MOHAMMED	C/O CHAMPION CONSTRUCTI ON	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL	****1311	FLOZ-ON PAINTING & DECORATING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8961	FLOZ-ON PAINTING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		FRAN MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS-MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUEHARRISON NY 10604	09/26/2016	09/26/2021

DOL	DOL		FRANK DEMARTINO		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		FRANK DEMARTINO		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL		FRANK MICELI JR	C/O FRANK MICELI JR CONTRACTIN G INC	19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	****1321	FRANK MICELI JR CONTRACTING INC		19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	****2724	FRESH START PAINTING CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		G FUCCI CONSTRUCTION SERVICES		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	****6767	G FUCCI PAINTING INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	****4546	GAF PAINTING LLC		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL		GARDEN STATE PAINTING		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARY MCDOWELL	GM CONSTRUCTI ON & LAWN CARE SERVICE	76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL		GEORGE DI BERNARDO		C/O DI BERNARDO TILE 15 WALKER WAYALBANY NY 12205	03/21/2014	03/21/2019
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL	*****0878	GM CONSTRUCTION & LAWN CARE SERVICE		76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	****5674	GMDV TRANS INC		67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL	*****0090	GOLDS FLOORING INSTALLATIONS INC		25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL		GREGORY A FUCCI		C/O PAF PAINTING SERVICES 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GREGORY FUCCI JR		C/O APOLLO CONSTRUCTION 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	****9456	GUILLO CONTRACTING CORP		P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	NYC	****0346	H N H CONTRACTORS CORP		4558 BROADWAY # 6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL		HALSSAM FOSTOK		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	NYC		HAMEEDUL HASAN		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	AG	****9918	HARA ELECTRIC CORP		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	NYC		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/25/2016	02/25/2021
DOL	NYC		HAROLD KUEMMEL		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	AG		HARVINDER SINGH PAUL		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL	****6370	HILLIANO CONSTRUCTION & ELECTRICAL INC		354 MAGNOLIA STREET ROCHESTER NY 14611	01/22/2015	01/22/2020
DOL	DOL	****8282	IDEMA DEVELOPMENT INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	****8282	IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETSYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	AG	****0000	J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021

DOL	DOL	****7598	J M RICH LLC	P O BOX 268	09/16/2013	03/21/2019
DOL	DOL	*****3478	J N P CONSTRUCTION CORP	STILLWATER NY 12170  50 LOUIS COURT POBOX 1907SOUTH	03/21/2014	03/21/2019
DOL	DOL		J N RICH LLC	P O BOX 268	09/16/2013	03/21/2019
DOL	DOL	****4910	J V MAGIC TOUCH	94-25 57TH AVENUE, APT 5G ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JACQUELINE HOWE	C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	****8627	JAG I LLC	635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	****2868	JAG INDUSTRIES INC	175 BROAD ST - SUITE 320 GLENS FALLS NY 12801	09/16/2013	09/16/2018
DOL	DOL		JAMES B RHYNDERS	91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES BOYCE	C/O EMPIRE CONCRETE SYST 101 SULLYS TRAIL/SUITE 20PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		JAMES E RHYNDERS	91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	AG		JAMES FALCONE	SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JAMES RHYNDERS SR	91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES SICKAU	3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL		JASON M RICH	P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		JASON W MILLIMAN	C/O ROCHESTER ACOUSTICAL P O BOX 799HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		JEFF P BRADLEY	520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	NYC		JEFFREY CASSIDY	14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		JERALD HOWE	C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		JEROME LACITIGNOLA	C/O CATSKILL FENCE INSTAL 5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL		JESSICA WHITESIDE	C/O BRRESTORATION NY INC 140 ARCADIA AVENUEOSWEGO NY 13126	09/12/2016	09/12/2021
DOL	AG		JOHN ANTHONY MASSINO	36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN DESCUL	437 SUNRISE HIGHWAYA WEST BABYLON NY 11704	08/12/2013	08/12/2018
DOL	AG	****0600	JOHNCO CONTRACTING, INC.	36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG	261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL		JORGE VILLALOBOS	94-25 57TH AVENUE - APT 5 ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JOSE MONTAS	27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/19/2020
DOL	AG		JOSEPH FALCONE	SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	****9273	JOSEPH M LOVETRO	P O BOX 812 BUFFALO NY 14220	08/09/2016	08/09/2021
DOL	NYC		JOSEPH MARTINO	1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOSEPH MARTONE	112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		JOSHUA DEBOWSKY	9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		JOYA MUSCOLINO	10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018

DOL	DOL		JUANA MARTINEZ		C/O LEAD CONSTRUCTION	03/19/2015	03/19/2020
POL	DO!	****** 40.40	HIDOO OITE DEVELOPMENT		27 BUTLER PLACEYONKERS NY 10710	40/40/0040	10/10/0010
DOL	DOL	****4340	JUBCO SITE DEVELOPMENT LLC		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL		KAREN HARTMAN		C/O GUILLO CONTRACTING P O BOX 229CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	NYC		KATHLEEN SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL		KEITH SCHEPIS		C/O KJS HAULING AND HOME 95 MAPLE AVENUENEW CITY NY 10956	04/15/2013	04/15/2018
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL	****9732	KENT HOLLOW SIDING LLC		29A BRIDGE STREET NEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		KEVIN BABCOCK JR		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KEVIN M BABCOCK		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KIM SOROCENSKI		C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	****2463	KJS HAULING AND HOME IMPROVEMENT INC		95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	AG		KOSTAS "GUS" ANDRIKOPOULOS		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DA	****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	****6224	LAKESIDE FIRE SPRINKLERS LLC		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	AG	****4643	LALO DRYWALL, INC.		221 OLD FORD ROAD NEW PLATZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		LAVERN GLAVE		C/O RAW POWER ELECTRIC 3 PARK CIRCLEMIDDLETOWN NY 10940	09/15/2014	09/15/2019
DOL	DOL		LAWRENCE J RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL	****1364	LEAD CONSTRUCTION SERVICES INC		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/19/2015	03/19/2020
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	AG		LEONID FRIDMAN		APT 5 200 BRIGHTON, 15TH	01/23/2014	01/23/2019
DOL	DOL		LEROY NELSON JR		STBROOKLYN NY 11235 PO BOX 10007	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		ALBANY NY 12201  PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		ALBANY NY 12201 PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022

DOL	DOL		LEROY NELSON JR		PO BOX 10007	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		ALBANY NY 12201 PO BOX 10007	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		ALBANY NY 12201 PO BOX 10007	01/17/2017	09/19/2022
DOL	DOL		LINDSEY R CRILL		ALBANY NY 12201 143 FILLMORE AVENUE	01/08/2015	01/08/2020
DOL	DOL	****8453	LINPHILL ELECTRICAL		BUFFALO NY 14210 523 SOUTH 10TH AVENUE	01/07/2011	04/15/2018
DOL	DOL		CONTRACTORS INC LINVAL BROWN		MOUNT VERNON NY 10553 523 SOUTH 10TH AVENUE	01/07/2011	04/15/2018
DOL	AG	****4216	LOTUS-C CORP.		MOUNT VERNON NY 10553 81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY	02/07/2018	02/07/2023
DOL	AG		LUIS MARTINEZ	LALO	11372 211 MAIN ST.	05/20/2016	05/20/2021
DOL	NYC	****2850	M A 2 FLAGS CONTRACTING	DRYWALL	NEW PALTZ NY 12561  25-18 100TH STREET	08/21/2013	08/21/2018
DOL	DOL		CORP M ANVER BEIG		EAST ELMHURST NY 11369  142 EAST MARKET STREET	03/07/2017	03/07/2022
DOL	AG	****6957	M B DIN CONSTRUCTION INC		LONG BEACH NY 11561  8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	****6317	M S QUALITY CONSTRUCTION		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC		MACIEJ SONTOWSKI		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC	****9590	MACK GLASSNAUTH IRON WORKS INC		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	NYC	*****3141	MACKEY REED ELECTRIC INC		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL	****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		MALARKEY'S BAR & GRILL LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****0705	MALARKEY'S PUB & GRUB LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		MARK MIONIS		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	****5533	MARQUISE CONSTRUCTION & DEVELOPMENT CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	****8810	MARQUISE CONSTRUCTION ASSOCIATES INC		20 BOSWELL ROAD PUTNAM VALLEY NY 10579	09/03/2013	09/03/2018
DOL	DOL	****1134	MARQUISE CONSTRUCTION CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	****6416	MCCALL MASONRY		P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL	****4259	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL	*****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	NYC	****5330	METRO DUCT SYSTEMS INC		1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	****3368	MICEK CONSTRUCTION CO INC		20 CROSS STREET FALCONER NY 14733	12/02/2014	12/02/2019
DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL		MICHAEL F LEARY JR		3813 SNOWDEN HILL ROADNEW HARTFORD NY 13413	06/19/2013	06/19/2018

DOL	DOL		MICHAEL F LEARY JR METAL STUD & DRYWALL		3813 SNOWDEN HILL ROAD NEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREETNEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL KTISTAKIS		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		MICHELLE L BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC		MIGUEL ACOSTA		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	NYC		MILANCE HADZIC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	AG		MOHAMMAD RIAZ		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	AG		MOHAMMED N CHATHA		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	DOL	****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC	*****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	NYC	****1284	NEW AMERICAN RESTORATION INC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DA	****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	NYC	****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL		NICHOLAS DEGREGORY JR	NJ DEGREGORY & COMPANY	1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	DOL	****5279	NJ DEGREGORY & COMPANY		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL		NJ DEGREGORY & SONS CONSTRUCTION		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC	****1968	NORTH AMERICAN IRON WORKS INC		1560 DECATUR STREET RIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	****6966	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	NYC	****8337	OPTIMUM CONSTRUCTION INC		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARDLONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	****4546	PAF PAINTING CORP		161 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	****5242	PAF PAINTING SERVICES INC	GARDEN STATE PAINTING	157 TIBBETTS ROAD YONKERS NY 10103	03/12/2014	03/12/2019
DOL	DOL		PAF PAINTING SERVICES OF WESTCHESTER INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	****8802	PAT'S HEATING AND AIR CONDITIONING LTD		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PATRICIA M RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019

DOL	DOL		PAUL VERNA		C/O AMERICAN STEEL MECHA 693 PAINTER STREETMEDIA PA 19063	02/20/2013	02/20/2018
DOL	NYC	*****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA	PETER M PERGOLA		01/23/2017	01/23/2022
DOL	NYC		PETER TRITARIS		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	****2989	PROFESSIONAL ESTIMATING & BUSINESS CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DA	****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL	*****0015	RAMADA CONSTRUCTION CORP		80 SAVO LOOP STATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL		RANA A KAHN		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		RANTIK PARIKH		13 LORIANN ROAD WARREN NJ 07059	07/15/2015	07/15/2020
DOL	DOL	****2633	RAW POWER ELECTRIC CORP		3 PARK PLACE MIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	NYC		RAYMOND PEARSON		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	AG	*****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DOL		REBECCA THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		REGINALD WARREN		C/O RAW POWER ELECTRIC 3 PARK CIRCLEMIDDLETOWN NY 10940	09/15/2014	09/15/2019
DOL	NYC	****3461	RELIANCE GENERAL CONSTRUCTION INC		644 OCEAN PARKWAY BROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL		REVOLUTIONARY FLOORS LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		RHINO CONCRETE LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL		RICHARD WILSON		C/O DUFOUR GROUP INC 353 WEST 56TH STREET #7MNEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	****8618	RIEKS CONTRACTING LLC		4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL	****1855	ROBERT D BISHOP JR	ROBERT D BISHOP JR	P O BOX 112 MORRISSONVILLE NY 12962	07/15/2014	07/15/2019
DOL	DOL		ROBERT D BISHOP JR		P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	NYC		ROBERT GUIDO		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	DOL		ROBERT L EVANS		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		ROBERT TORDELLA		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL	****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	NYC		RODNEY SCOTT		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		ROMEO WARREN		C/O RAW POWER ELECTR CORP 3 PARK PLACEMIDDLETOWN NY 10940	09/16/2013	09/15/2019

DOI	DOI	1	DOOD LANGOOUNG		40 OT OUADUES STREET	00/00/0040	00/00/0040
DOL	DOL		ROSS J MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL		S & S ELECTRIC		235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	NYC		SABIR MUHAMMED		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	NYC		SAEED HASAN		4558 BROADWAY #6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	NYC	****2117	SCOTT ELECTRICAL LLC		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL	****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		SEAKCO CONSTRUCTION COMPANY LLC		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL	****9030	SEAKCO NEW YORK LLC	SEAKCO CONSTRUCTI ON COMPANY	128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		SEAN BURBAGE	C/O SEAN BURBAGE CORP	445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	*****6586	SEAN BURBAGE CORP		445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	AG		SERGIO RAYMUNDO		109 DUBOIS RD. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	****6904	SIGNING STAR LIMITED LIABILITY COMPANY		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	DOL	****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	NYC	****4934	SPHINX CONTRACTING CORP		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	DOL		SPORTSCRAFTERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL		STEPHEN BIANCHI		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL	****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEPHEON SHELDON	FANTASTIC PAINTING	493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		STEVEN P SUCATO		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL		STEVEN SAGGESE		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL		STUART CHAITIN		634 ROUTE 303 BLAUVET NY 10913	07/26/2012	11/19/2018
DOL	NYC	****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL		SUZANNE G GOLD	C/O GOLDS FLOORING INSTALLATION S INC	25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL	****7441	T & T CONCRETE INC		2560 HAMBURG TURNPIKE P O BOX 367LACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL	****9676	T D CONTRACTORS CORP	T D CONTRACTOR S INC	113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		T D CONTRACTORS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	****7417	TADCO CONSTRUCTION		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		TADCO CONSTRUCTION		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL	****7417	TADCO CONSTRUCTION CORP		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023

DOL	DOL		TAMMY LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32CATSKILL NY	08/22/2014	08/22/2019
DOL	DOL	****9852	TAP STEEL INC		12414 ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TECH-MECHANICAL FAB DC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	*****0887	THE BRINSON PAINTING CORPORATION		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NWATLANTA GA 30318	12/01/2015	12/01/2020
DOL	DOL	*****8174	THE DALRYMPLE GROUP LLC		289 JONESBORO RD/ STE 216 MCDONOUGH GA 30253	12/01/2015	12/01/2020
DOL	DOL		THE THORNE GROUP INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	****2070	THE UNIVERSAL GROUP OF NEW YORK INC		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	DOL	****9243	THE WELCOME MAT PROPERTY MANAGEMENT LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		THOMAS DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC		THOMAS SCARINCI		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	NYC	****6253	THUNDER BROTHERS CORP		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	DOL		TIMOTHY A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TIMOTHY F BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC	*****1523	TM MECHANICAL CORP		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	*****0600	TOMSON ALLOYS RECYCLING INC		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	*****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	****6914	TRI-COUNTY RESTORATIONS & CONSTRUCTION INC		13 SUMMERSET DRIVE WALLKILL NY 12589	08/22/2014	08/22/2019
DOL	DOL		TRI-COUNTY RESTORATIONS INC		392 ROCK CUT ROAD WALDEN NY 12586	08/22/2014	08/22/2019
DOL	DOL	*****8311	TRIPLE B FABRICATING, INC.		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL	****9407	TURBO GROUP INC		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	AG	****6490	UNIVERSAL STEEL FABRICATORS INC		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	NYC	****7174	V&R CONTRACTING		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC		VEAP SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	NYC		VICK CONSTRUCTION		21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VINCENT PIZZITOLA		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL		WESLEY J STAROBA		206 TALLY HO COURT SCHENECTADY NY 12303	06/19/2013	06/19/2018

DOL	DOL	*****0078	WESLEY J STAROBA INC	S & S ELECTRIC	235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL		WILLIAM CONKLIN		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		WILLIAM MAZZELLA		134 MURRAY AVENUE YONKERS NY 10704	02/03/2014	02/03/2019
DOL	DOL		WILLIAM THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		WILLIE BRINSON		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	****6195	WILSON BROTHER DRYWALL CONTRACTORS		36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	*****7345	YES SERVICE AND REPAIRS CORPORATION		145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		YURIY IVANIN	_	C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/18/2020

### ESSEX COUNTY PURCHASING 7551 COURT STREET – PO BOX 217 ELIZABETHTOWN, NY 12932

### **NON-BIDDER RESPONSE**

Bid/RFP Name:	
The Essex County Purchasing Department is interested in the reasons why bidders fail to submit bids. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.	
Could not meet specifications or Scope of Services.	
Items or materials requested not manufactured by us or not available to our company.	
Insurance Requirements are too restricting.	
Bond requirements are too restricting.	
Specifications or Scope of Services not clearly understood or applicable (too vague, too rigid, e	tc.)
Project not suited to firm,	
Quantities too small.	
Insufficient time allowed for preparation of bid.	
Other reasons; please state and define:	
Vendor Name:	
Contact Person:	
Vendor Address:	
Vendor Telephone:	

### INDEX TO PROPOSAL

### **DESCRIPTION**

Vendor Responsibility Questionnaire	4 pages
Certificate of Authority	1 page
Certification of Experience	1 page
Bid Security Form #1: Consent of Surety	1 page
Statement of Surety's Intent	2 pages
Bidder's Checklist	1 page
Proposal	2 pages
Certification of Compliance With Iran Divestment Act	1 page
Non-Collusive Bidding Certification	1 page
Contractor's Acknowledgement	1 page

### ESSEX COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS:						
PRIME CONTRACTOR						
2. VENDOR'S LEGAL BUSINESS	NAME	3. IDENTIFICA	TION NUMBERS			
		A) FEIN#				
		B) DUNS	#			
4. D/B/A – Doing Business As (if a	applicable) & COUNTY FIELD	5. WEBSITE A	DDRESS (if applicable)			
6. ADDRESS OF PRIMARY PLAC	CE OF BUSINESS/EXECUTIVE OF	FICE 7. TELEPHON NUMBER	E 8. FAX NUMBER			
9. ADDRESS OF PRIMARY PLAC IN NEW YORK STATE, if differ	CE OF BUSINESS/EXECUTIVE OF ent from above	FICE 10. TELEPHOI NUMBER	NE 11. FAX NUMBER			
12. AUTHORIZED CONTACT FO	R THIS QUESTIONNAIRE	<u> </u>	<b>-</b>			
Name						
Title						
Telephone Number						
Fax Number						
Email						
13. LIST ALL OF THE VENDOR'S  A) NAME	PRINCIPAL OWNERS	B) NAME	TITLE			
		,				
C) NAME	TITLE	D) NAME	TITLE			
ATTACHMENT TO THE COMPLE COUNTY IN MAKE A DETERMIN QUESTION NUMBER.	REQUIRED FOR EACH QUESTION ETED QUESTIONNAIRE. YOU MU ATION OF VENDOR RESPONSIBI	ST PROVIDE ADEQUATE DETAIL ILITY. PLEASE NUMBER EACH R	S OR DOCUMENTS TO AID THE ESPONSE TO MATCH THE			
NAME, FEIN, or D/B/A OTHER THE Federal Employer Identification Numbers are in use. Explain the relation	•	ABOVE? List all other business name dates that these names or numb	ame(s), YES NO ers			
	LS NOW SERVING IN A MANAGE AL OWNERS AND OFFICERS, WH					
List each individual's na	a) An elected or appointed public official or officer?  List each individual's name, business title, the name of the organization and position elected or YES NC appointed to, and dates of service					
<ul> <li>b) An officer of any political party organization in Essex County, whether paid or unpaid?         List each individuals name, business title or consulting capacity and the official political position held with YES NO applicable service dates.     </li> </ul>						

CONSU OF THE	HIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR LTING CAPACITY, PRINCIPAL, OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING SS:		
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;	YES	_ NO
	2. been disqualified for cause as a bidder on any permit, license, concession, franchise or lease;		
	3. entered into an agreement to a voluntary exclusion from bidding/contracting;		
	4. had a bid rejected on an Essex County contract for failure to comply with the MacBride Fair Employment Principles;		
	5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;		
	6. had a status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;		
	7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;		
	8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or		
	9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.		
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	YES	_ NO
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:	YES	_ NO
	federal, state or local health laws, rules or regulations		
JUDGM Indicate judgmer amount	HE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES¹ HAD ANY CLAIMS, ENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, it, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the each items as "open" or "unsatisfied".	YES	_ NO
18. DUR	ING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:		
a)	file returns or pay any applicable federal, state or city taxes?  Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.	YES	NO
b)	file returns or pay New York State unemployment insurance?  Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.	YES	_ NO
c)	Property Tax Indicate the years the vendor failed to file.	YES	_ NO
AFFILIA PROCE OF FILIN Indicate FEIN. P	E ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS TES¹ WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY EDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE NG?  if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and rovide the court name, address and docket number. Indicate if the proceedings have been initiated, bending or have been closed. If closed, provide the date closed.	YES	_ NO

20. IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.				
21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:				
<ul> <li>defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;</li> </ul>	YES NO	Э		
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.				

<sup>&</sup>lt;sup>1</sup> "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

### ESSEX COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

	VENDOR RESIR	FEIN #
State of:	)	
County of:	) ss: )	
CERTIFICATION:		
County of Essex in I	making a determination rega	naire is submitted for the express purpose of assisting the rding an award of contract or approval of a subcontract; ion, by means which it may choose, verify the truth and

County of Essex in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Essex County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Essex County Purchasing Officer of any changes to the vendor's responses.

Name of Business:		
Signature of Owner:		
Printed Name of Signatory:		
Title:		
	City, State, Zip:	
Date:		
Sworn before me this day of, 20		
Notary Public		

### **CERTIFICATE OF AUTHORITY**

I,		
	(Officer other tha	an officer executing proposal documents)
certify that I am the		of the (Name of Contractor)
	(Title)	(Name of Contractor)
		a corporation, duly organized and in good standing under the
(Law und	er which organiz	zed, e.g., the New York Business Corporation Law)
named in the foregoing agree	eement; that	(Person executing proposal documents)
		(Person executing proposal documents)
who signed said agreement	on behalf of the	Contractor was, at the time of execution,
		of the Contractor; that said agreement was duly signed for
(Title of such person	1)	
and in behalf of said Contra	ctor by authority	y of its Board of Directors, thereunto duly authorized, and that
such authority is in full force	e and effect at the	ne date hereof.
Signa	ature	Corporate Seal
STATE OF NEW YORK COUNTY OF ESSEX	) SS.: )	
On this day	of	, 20, before me personally came
		, and known to me to be the
		the corporation described in
		ho being by me duly sworn did depose and say that he, the said
		, and that he is
		ration and knows the corporate seal of the said corporation; that the
		corporate seal and that it was so affixed by order of the Board of
		gned his name thereto by like order.
	,	,
Notary Public		County

### **CERTIFICATION OF EXPERIENCE**

BIDDER:		
I,HERE	BY CERTIFY THAT (COMPANY	
HAS PERFORMED THE FOLLOWING WORK WITHING THE		
	FFERENTLY IN THE SPECIFICATION:	
NAMES OF BUSINESS:	CONTACT NAME:	
ADDRESS:		
	TELEPHONE NO.:	
	FAX NO.:	
	CONTACT NAME:	
ADDRESS:		
AMOUNT OF CONTRACT:	TELEPHONE NO.:	
	FAX NO.:	
	CONTACT NAME:	
ADDRESS:		
	TELEPHONE NO.:	
	FAX NO.:	
	CONTACT NAME:	
ADDRESS:		
AMOUNT OF CONTRACT:	TELEPHONE NO.:	
	FAX NO.:	
	CONTACT NAME:	
ADDRESS:		
	TELEPHONE NO.:	
	FAX NO.:	
	CONTACT NAME:	
ADDRESS:		
	TELEPHONE NO.:	
TYPE OF WORK:	FAX NO.:	

### NOTE: THIS FORM MUST BE EXECUTED BY YOUR SURETY AND SUBMITTED WITH YOUR BID.

#### ESSEX COUNTY BID SECURITY FORM #1

### **CONSENT OF SURETY**

Issued to:

Statement.

(Name of Bidder)	
CONTRACT NUMBER	
In consideration of the premises and of one dollar to it in hand paid to is hereby acknowledged, the undersigned contents and agrees that estimate and proposal is made, be awarded to the corporation, per become bound as surety and guarantor for its faithful performance, at thereto when required to do so by the said County of Essex and if the omit or refuse to execute such contract if so awarded, it will pay, on difference between the sum bid by the corporation, person or person be obliged to pay the corporation, person or person to whom the amount in each case to be determined by the bids for said contract.  In witness whereof, said Surety has set its seal and caused these profficers, thisday of,20	t if the contract, for which the preceding erson or persons making the same, it will and will execute it as party of the third part he said corporation, person or persons shall demand, to the said County of Essex, any has and the sum which the said County may contract may be afterwards awarded, the
	(SEAL)
BY:	
TITLE:	
NOTE: Attach necessary Power of Attorney, Notarial Acknowledge	gement of Signature and Surety's Financial

### STATEMENT OF SURETY'S INTENT

To:	
We have reviewed the Bid of	
(Contr	ractor)
of(Addre	,
(Proje	ct)
Bids for which will be received on(Bid Opening	
(Bid Opening	Date)
and wish to advise that should this Bid of the Contractor be present intention to become surety on the Performance Bor by this Contract.	
Any arrangement for the bonds required by the Corourselves, and we assume no liability to you or third partie bonds.	
We are duly authorized to transact business in the S Treasury Department's most current list (Circular 570 as a	
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.)	

### **BID SECURITY**

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

### BIDDER'S CHECKLIST

Each of the following forms must be executed and notarized if applicable:

VENDOR RESPONSIBILITY QUESTIONNAIRE	[HAVE NOTARIZED]
CERTIFICATE OF AUTHORITY	
CERTIFICATION OF EXPERIENCE	
BID SECURITY FORM # 1	
STATEMENT OF SURETY'S INTENT	
PROPOSAL	
CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT	[Have Notarized]
NON-COLLUSIVE BIDDING CERTIFICATION	[HAVE NOTARIZED]

### **PROPOSAL**

Proposal of
to furnish and deliver all labor, supervision, materials, and equipment and perform all work in accordance with the Specifications for <u>Sidewalk Replacement</u> in the Town of Moriah, New York for the following lump sum cost.
The owner, Town of Moriah, is tax-exempt. Do not include sales tax in Bid amounts.
The undersigned bidder has carefully examined the contract documents, site of the work, is familiar with existing conditions, and will provide all necessary insurance, bonds, machinery, tools, apparatus, false work and other means of construction, and do all the work and furnish all the materials called for by said contract according to the following bid, including all labor, supplies and equipment, permits, fees, overhead and profit for the following Lump Sum price. The Lump Sum price is to be shown in both words and figures. In the event of discrepancies, the amount shown in words shall govern. All items are to be furnished and installed in place complete.
BASE BID:
(Amount in Words)
(Amount in Figures)
ALLOWANCE:
Ten Thousand Dollars (\$10,000.00)
TOTAL BID (Base Bid Plus Allowance):
(Amount in Words)
(Amount in Figures)
ALTERNATE DEDUCT (Town Removes Existing Sidewalk)
(Amount in Words)
(Amount in Times)
(Amount in Figures)

The undersigned further understands that the contract will be awarded to the competent, qualified bidder submitting the lowest bid for the Total Bid.

### ADDENDA ACKNOWLEDGEMENT

Date Received

Addendum No.

	<del></del>	
Tl	he undersigned agrees as follows:	
1.	The total contract price bid shall be accepted as full compensation for the complete work subto additions or deductions in quantity of work performed or changes agreed upon.	oject
2.	Within twenty (20) days from the date of "Notice of Acceptance" of the Proposal, to execute contract and to furnish a satisfactory labor, material and performance bond in the amount of 100% of the contract price.	
3.	To execute the work as specified herein as soon as possible after notice of award.	
4.	To comply with requirements as to the conditions of employment, wage rates and hours set f in the bidding documents.	forth
5.	Progress Payments will be made on a percentage of completion basis monthly.	
6.	5% Retainage will be withheld until final approval of project(s).	
Bidder:		
By:		
Title:		
Address:		
Dated:		
Telephon	ne:	
Fax:		
Social Se	curity/Federal ID No:	
Email:		

#### **CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

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

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

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

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

I <sub>1</sub>	, being duly sworn, deposes and says that he/she is the
of the	Corporation and
that neither the Bidder/Contractor nor any prop	posed subcontractor is identified on the Prohibited Entities List.
	SIGNED
SWORN to before me this	
day of, 20	
Notary Public	

#### **NON-COLLUSIVE BIDDING CERTIFICATION**

- 1. By submission of this bid, the undersigned bidder and each person signing on behalf of such 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 the undersigned's knowledge and belief:
  - (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- 2. The undersigned acknowledges and agrees that a bid shall not be considered for award nor shall any award be made where any of the 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 therefor. Where one or more of the above has/have not been complied with, the bid shall not be considered for award nor shall any award be made unless the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- 3. The undersigned also acknowledges and agrees that the fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph 1 above.
- 4. The undersigned further acknowledges and agrees that any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a bidder which is a corporation or a limited liability company for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in paragraph 1 of this certificate, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include 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 or limited liability company.

CD: 11

	Name of Bidder:
	(print full legal name)
Date Signed:	Signature:
	Name of Person Signing Certificate:
	(print full legal name of signer)
Bidder is (check one):	□ an individual, □ a limited liability partnership, □ a limited liability company, □ other entity (specify):

# CONTRACTOR'S ACKNOWLEDGEMENT (If Corporation)

STATE OF NEW	YORK) SS:
COUNTY OF ESS	SEX)

On this	day of	20, before me personally came to me known, and known to me to be the
		to me known, and known to me to be the
of the Corpo	oration described in the, the said	and which executed the within instrument, who being duly sworn did depose reside at and of said corporation and knows the corporate seal of the said
that he is		of said corporation and knows the corporate seal of the said
corporation	; that the seal affixe	ed to the within instrument is such corporate seal and that it was so affixed by sof said corporation, and that he signed his name thereto by like order.
		Notary Public
		CONTRACTOR'S ACKNOWLEDGEMENT
	NEW VODIZ) CC.	(If Individual)
COUNTY (	NEW YORK) SS: OF ESSEX)	
On this	day of	
		n mentioned and, if operating under and trade name, that the certificate required caw, Sections 440 and 440-b has been filed with the County Clerk of Essex
		Notary Public
		CONTRACTOR'S ACKNOWLEDGEMENT
		(If Co-Partnership)
	NEW YORK) SS: OF ESSEX)	
On this	day of	
the person of mentioned a	described in, and wl	ho executed the within instrument in behalf of said firm for the purposes herein ate required by the New York State Penal Law, Sections 440 and 440-b has been
		Notary Public