

ESSEX COUNTY
PETRO DAM REMOVAL
AES PROJECT NO. 4427

DOCUMENT 009100

ADDENDA

ADDENDUM NUMBER 1

DATE: November 5, 2015
PROJECT: Petro Dam Removal
AES PROJECT NO: 4427
OWNER: Essex County
ENGINEER: AES Northeast, PLLC
Ryan Davies, P.E.
TO: Prospective Bidders/Plan Holders

This Addendum forms a part of the Contract Documents and modifies the Bidding Documents dated October 16, 2015 with amendments and additions noted below.

Acknowledge receipt of this Addendum in the space provided in the Bid Form. Failure to do so may disqualify the Bidder.

This Addendum, consists of (30) pages total; DOCUMENT 009100 – ADDENDUM NO. 1 (2) Pages; PRE-BID CONFERENCE MEETING MINUTES (2) Pages; SIGN-IN SHEET (1) Page; APPENDIX B – PERMITS, Modified NYS DEC Permit #5-1536-00070/00004, Dam ID #238-0670 (9) Pages; APPENDIX C – DAVIS-BACON WAGE DETERMINATIONS GENERAL DECISION NUMBER NY150006 10/23/2015, NY6, MODIFICATION NUMBER 8, INCLUDING INSTRUCTION 29 CFR 55 (16).

CHANGES TO THE PROJECT MANUAL

ITEM NO. 1

Narrative Summary: Supersedes Existing NYS DEC Permit.
APPENDIX B – PERMITS
Delete: In its Entirety.
Insert: NYS DEC PERMIT DEC#5-1536-00070/00004.

ITEM NO. 2

Narrative Summary: Updates Davis Bacon Wage Determinations – Re-verified 11/05/2015.
APPENDIX C – DAVIS-BACON WAGE DETERMINATIONS GENERAL DECISION NUMBER NY150006 9/11/2015, NY6, MODIFICATION NO. 7, INCLUDING INSTRUCTION 29 CFR 55
Delete: In its Entirety.
Insert: Davis-Bacon Wage Determinations General Decision Number NY150006 10/23/2015, NY6, Modification Number 8, including Instruction 29 CFR 55

ESSEX COUNTY
PETRO DAM REMOVAL
AES PROJECT NO. 4427

CLARIFICATIONS

1. There are no as-built drawings of the dam.
2. The finish on the remaining portion shall not have any exposed steel, reinforcement, or loose concrete. Rough finish approved by the Engineer will be acceptable. A smooth sawcut will not be required.
3. Contractor to remove dam to lower outlet, as shown on the project plans.
4. The Contractor shall coordinate with the property Owner for access to site and utilization of property Owner's waste spoil location. The Contractor may contact Mr. Bill Petro, Jr at 518-585-5300 (home), 585-5418 (work), or 518-323-5410 (cell).
5. Contractor will be required to provide submittal for dewatering plan and erosion and sediment control plan. Submittals will be reviewed by Engineer and NYSDEC.

END OF DOCUMENT

Essex County
Petro Dam Removal
AES Project No. 4427

PRE-BID CONFERENCE MEETING MINUTES

October 30, 2015 at 10:00 A.M.

1. Sign-in Sheet was distributed for all in attendance and attached to the Pre-Bid Conference Meeting Minutes.
2. Ryan Davies, PE of AES Northeast introduced himself as Project Manager/ Professional Engineer for AES.
3. At this time, Bids are due at **2:00 P.M. on Tuesday, November 10, 2015**, at the **Office of the Purchasing Agent, 7551 Court Street, Elizabethtown, NY 12932**, where bids will be opened and read aloud. Any bid received after **2:00 P.M. on Tuesday, November 10, 2015** will not be accepted and returned to the bidder unopened.
4. This Contract is being Bid as **(1) Prime Contract - (GC)** for General Construction work. Prime Contracts are being Bid as a Lump Sum and shall include any allowances specified in the Bidding documents.
5. Ryan Davies of AES Northeast provided a brief description to Remove the Petro Dam, including disposal of dam materials and restoration in the Town of Moriah, including the following:
 - **Base Bid (Lump Sum) Bid Form:** Include Document 004100, Bid Form Supplements, Appendix A, Cost Breakdown; Appendix B, List of Subcontractors/Suppliers; Appendix C, List of Project References (When Requested).
6. The required project substantial completion is by **December 15, 2015** and completed and ready for final payment by **January 15, 2016**.
7. Contractors were reminded of documents that should be included with their Bid, including:
 - Bid Security in the Amount of 5%
 - Document 004100 – Bid Form
 - Document 004300 – Bid Form Supplements, including Appendix A, B & (C, when requested); and the following:
 - Essex County Bidder's Checklist (1 Page)
 - Essex County Certificate of Authority (1 Page)
 - Essex County Certification of Experience (1 Page)
 - Essex County Security Form #1: Consent of Surety (1 Page)
 - Essex County Statement of Surety's Intent (2 Pages)
 - Essex County Non-Collusive Bidding Certification (1 Page)
 - Essex County Contractor's Acknowledgement (1 Page)
 - Certification of Compliance with the Iran Divestment Act
8. The successful bidder will be required to provide Performance and Payment Bonds in an amount equal to 100% of the contract value.
9. In order for the Engineer and Essex County to review bids immediately, any bidder who has not worked with Essex County or AES Northeast previously, should submit a Statement of Contractor Qualifications with their Bid.

10. This is a prevailing wage rate project and funded through Grant program – U.S Department of Homeland Security FEMA (Federal Emergency Management Agency) Hazard Mitigation Grant Program (HMGP); therefore, both NYS Prevailing Wage Rates and Davis Bacon Wage Rates are included in the specification manual, Appendix A and C. **Contractors are required to pay subcontractors and workers the higher of the two rates for the particular classification.**
11. The contract **does not** require Contractors to utilize Minority and Women Business Enterprises (M/WBE) and Disadvantaged Business Enterprise Program (DBE), **but Owner encourages the use of M/WBE businesses whenever possible.**
12. Discussion was had regarding erosion and sediment control. SWPPP is not required for this project. Contractor must have a **“responsible person” for stormwater control on the project site at all times during construction. Responsible person to have a current certification from NYS DEC in stormwater control. New York Standards and Specifications for Erosion and Sediment Control and NYS Stormwater Management Design Manual shall be followed.**
13. Permits as indicated in the Appendices:
 - ACOE No. Permit Application NAN-2010-01180
 - NYS DEC #5-1536-00070/00004
 - APA Permit No. 2013-9
14. All in attendance were allowed to ask specific questions. All questions should be submitted in writing and all questions should be received by **November 4, 2015.**
15. All in attendance were invited to walk the project site.
16. With no further questions, the meeting was adjourned.

END OF DOCUMENT

PROJECT: Essex County
Petro Dam Removal

DATE: 10/30/2015
 TIME: 10:00 A.M.

AES PROJECT NO: 4427

PRE-BID CONFERENCE SIGN-IN SHEET

(PLEASE PRINT)

NAME	REPRESENTING	TELEPHONE NO.	FAX NO.	E-MAIL
Ryan E. Davies, P.E.	AES Northeast, PLLC	(518) 561-1598	(518) 561-1990	RyanDavies@aesnortheast.com
JAY LAFONTAINE	G W TATRO CONSTRUCTION	802-644-8875	802-644-5020	jlaFontaine@gw tatro.com
Doughtesselline	Fuller Excavating	834-4617	834-4619	doug@fullerexcavating.com
DAVE RECKMAN	ESSEX CO SWCD	962-8225	962-4002	dreckman@wvstcc.com
Laura Benedict	Essex Co SWCD	962-8225	962-4002	lbenedi@westtel.com
Tom MANFRED	RCL	585-6782	585-2392	TOM MANFRED REARL CONSTRUCTION
Eric Baker	KCC	518-361-1199		EBaker@Dacollins.com
William Petro	owner	546-3594		WPetro@yahoo.com
BILL HASECTINE	JOHN W. SHEEHAN & SONS			
SAM MEACHAM	CHAMPAIN CONTRACTORS	518-546-7232	546-7232	MEACHAM4@HOTMAIL.COM
TONY LEEKES	KCC	518-792-5864	518-792-2458	tleekes@ dacollins.com
Seth Shatraw	MJRC	518-891-8822	Same	Seth@ mrcaymond.com

Doug Ferris ESE/AES 518/963-8855 -7490 dferris@zebratulle.com

WALTER TUPPER WM SCHULTZ 518.385.0060 WTUPPER@WMSCHULTZ.COM

AL GORICK G.C.C. 607-715-1765 ALGORICKCONST@STNY.R

DAN BURRITT ACTS TP 315-787-7700 DANBURRITT@ACTS.COM

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 5
1115 State Route 86, PO Box 296, Ray Brook, NY 12977-0296
P: (518) 897-1234 | F: (518) 897-1394
www.dec.ny.gov

October 28, 2015

William Petro
58 Forge Hollow Road
Port Henry, NY 12974

**Re: DEC #5-1536-00070/00004
Lower Mill Brook Dam
Dam ID #238-0670
Moriah (T), Essex Co.**

Dear Permittee:

Enclosed is your modified permit which was issued in accordance with the applicable provisions of the Environmental Conservation Law. This is in response to a plan modification submitted by Ryan Davies of AES on October 16, 2015, requesting an additional 12' of dam removal for this project. Questions regarding the terms of the permit should be directed to Tom Shanahan at (518) 897-1291. Should your plans change, please contact this office to determine whether modifications of the permit are required.

Please note that it is the responsibility of the permittee and his agents to read and comply with all permit conditions. Conditions may have been added or changed as a result of this modification. Carefully review the project sketches attached to this permit. The permit is valid only for the activity expressly authorized. Work beyond the scope of the permit shall be considered as work without a permit. Any failure to comply with these terms may be treated as a violation of the Environmental Conservation Law. Work done under this permit is subject to inspection by Forest Rangers and Environmental Conservation Officers.

This permit does not eliminate the need to obtain approvals from other local or state agencies, or from the U.S. Army Corps of Engineers (USACOE). If your project is located within the Adirondack Park, approvals may be required from the Adirondack

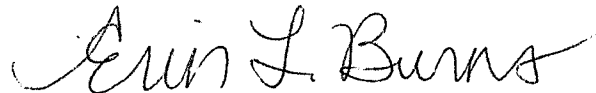


Department of
Environmental
Conservation

William Petro
DEC #5-1536-00070/00004
October 28, 2015
Page 2

Park Agency (APA). For additional information on APA requirements, contact the APA at (518) 891-4050. For USACOE requirements call (518) 270-0588.

Sincerely,



Erin L. Burns
Deputy Regional Permit Administrator

Encl.

ec: Tom Shanahan, Fisheries
Tom Waite, Water
Michelle Crew, Legal
John Connell, ACOE (NAN-2010-01180)
Leigh Walrath, APA (#2013-9)
Don Canestrari, DOW
Peter Connery, DOW
Ryan Davies, AES
Doug Ferris, P.E., ESE/Zebra-Tech
Tom Scozzafava, Town Supervisor
Dave Reckahn, Essex Co SWCD
Joan Ducharme, OPP
ECO Lt. Barber



PERMIT
Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:
WILLIAM PETRO
58 FORGE HOLLOW RD
PORT HENRY, NY 12974
(518) 546-8258

Facility:
MILL BROOK LOWER DAM
58 FORGE HOLLOW RD
PORT HENRY, NY 12974

Facility Location: in MORIAH in ESSEX COUNTY

Facility Principal Reference Point: NYTM-E: 622.193 NYTM-N: 4878.416
Latitude: 44°02'55.4" Longitude: 73°28'28.8"

Project Location: Mill Brook, east side of Forge Hollow Rd, north of Broad St

Authorized Activity: This permit authorizes the removal of a portion of Mill Brook Lower Dam, a Class C High Hazard Dam to comply with DEC Dam Safety regulations. Approximately 46.5 ft width of the dam will be removed to the low level outlet. The wingwalls and the portion from the low level outlet to the base of the gorge will remain in place, downgrading it to a Class A Low Hazard Dam. The work area will be dewatered during construction using culvert and sandbag cofferdam, or similar acceptable method. The concrete dam demolition debris will be disposed in an upland location on site, as reviewed by the Adirondack Park Agency (#2013-9). All work to be performed in accordance with approved plans and conditions attached to and made part of this permit.

Permit Authorizations

Dam - Under Article 15, Title 5

Permit ID 5-1536-00070/00004

(Dam ID 238-0670)

New Permit	Effective Date: <u>3/21/2013</u>	Expiration Date: <u>10/1/2016</u>
Modification # 1	Effective Date: <u>10/28/2015</u>	Expiration Date: <u>10/1/2016</u>

Stream Disturbance - Under Article 15, Title 5

Permit ID 5-1536-00070/00005

New Permit	Effective Date: <u>3/21/2013</u>	Expiration Date: <u>10/1/2016</u>
Modification # 1	Effective Date: <u>10/28/2015</u>	Expiration Date: <u>10/1/2016</u>

Water Quality Certification - Under Section 401 - Clean Water Act

Permit ID 5-1536-00070/00006

New Permit	Effective Date: <u>3/21/2013</u>	Expiration Date: <u>10/1/2016</u>
Modification # 1	Effective Date: <u>10/28/2015</u>	Expiration Date: <u>10/1/2016</u>



NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: ERIN L BURNS, Deputy Regional Permit Administrator
Address: NYSDEC Region 5 Headquarters
1115 NYS ROUTE 86
PO BOX 296
RAY BROOK, NY 12977 -0296

Authorized Signature: Erin L. Burns

Date 10,28,15

Permit Components

NATURAL RESOURCE PERMIT CONDITIONS

WATER QUALITY CERTIFICATION SPECIFIC CONDITION

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

**NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following
Permits: DAM; STREAM DISTURBANCE; WATER QUALITY
CERTIFICATION**

- 1. State May Require Site Restoration** If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may lawfully require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.
- 2. State Not Liable for Damage** The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.
- 3. State May Order Removal or Alteration of Work** If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to



remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.

4. Conformance With Plans All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by Doug Ferris of Earth Science Engineering PC dated December 26, 2012, and as referred to in the "Approved Construction Documents" permit condition below, with revised plans by AES dated 10/16/2015(Sheets G-001, C-001, C-501, and C-101).

5. Notify DEC Prior to Commencement The permittee or a representative must contact by telephone the Regional Water Program Engineer, Dominic Fontana (518-897-1242), at least 48 hours prior to the commencement of the project authorized herein and also provide a written schedule of the work for the entire project. In addition, the permittee shall complete and submit the attached Notice of Intent to Commence Work to NYS DEC's Bureau of Fisheries at least 48 hours in advance of the time of commencement and shall also notify him/her promptly in writing of the completion of work.

6. Dam Safety Section Contact Information When used in this permit, the contact information for the Dam Safety Section is:

Dam Safety Section
NYSDEC Headquarters
625 Broadway
Albany, NY12233

7. Approved Construction Documents All work shall be accomplished in strict conformance with the approved construction documents, as follows:

DRAWINGS: Title	Date	Engineer's Name	NY P.E. License
Petro Dam Removal, Sheet C-1, Revision 1	Dec 26, 2012	Douglas Ferris, P.E.	#068035
SPECIFICATIONS: Title	Date	Engineer's Name	NY P.E. License
Engineer Report, Mill Brook Lower Dam	Jan 30, 2013	Douglas Ferris, P.E.	#068035

8. Submission of Dewatering, Erosion and Sediment Control Plans At least 72 hours prior to the commencement of construction activities, the permittee or their agent shall submit dewatering plans and erosion and sediment control plans to the Department for review and approval. Such plans shall be submitted to the attention of Erin Burns, Deputy Regional Permit Administrator, 1115 State Route 86, PO Box 296, Ray Brook, NY 12977-0296.



- 9. Substantial Deviations** Any substantial deviation from the approved construction documents must be approved in writing by the Dam Safety Section prior to implementation. All deviations from the approved plans shall be indicated in the "as-built" records.
- 10. Construction Engineer** Within two weeks of the date of permit issuance, the permittee shall notify the Dam Safety Section, by certified mail (return receipt requested), of the name, address, telephone number and license number of the registered professional engineer responsible for oversight of the dam construction work (construction engineer) and for submission of the construction certification and "as-built" records required under this permit.
- 11. Construction Schedule** The Construction Engineer shall submit the construction schedule to the Dam Safety Section at least two weeks prior to the beginning of construction.
- 12. Construction Reports** Construction reports shall be submitted to the Dam Safety Section on a monthly basis and shall, at a minimum, consist of a summary of major work completed, a summary of observations made by the on-site representative; and construction photos.
- 13. Emergency Action Plan** Since this project will result in the dam's hazard class being reduced to a Class A dam, if the project is not substantially complete by December 31, 2015, a complete EAP must be developed and submitted to the Dam Safety Section by January 31, 2016, in accordance with Department guidance.
- 14. Inspection & Maintenance Plan** On or before June 1, 2013, the permittee shall submit to the Dam Safety Section an acceptable Inspection & Maintenance (I&M) Plan.
- 15. Completion of Work** Within two weeks after the completion of the permitted work, the permittee shall provide the Dam Safety Section by certified mail (return receipt requested) an original signed and sealed statement from the construction engineer that the project has been completely constructed under his/her care and supervision and in accordance with the construction documents approved by the Department ("certification"), with a copy to the Regional Permit Administrator.
- 16. As-Built Records** Within four weeks after completion of the permitted work, the permittee shall provide to the Dam Safety Section, one complete set of "as-built" records. "As-built" records shall include at a minimum:
"As-built" drawings showing all deviations from the approved plans.
- The "as-built" records shall be signed and sealed by the construction engineer and shall include identification of all changes to the approved construction documents.
- 17. Maintain Water Flow During Work** During periods of work activity, flow immediately downstream of the work site shall equal flow immediately upstream of the work site.
- 18. Install and Maintain Erosion Controls** Staked hay or straw bales or other DEC-approved erosion control measures are to be installed on the downslope edge of any disturbed areas. This barrier to sediments is to be put in place before any disturbance of the ground occurs and is to be maintained in a functional condition until all disturbed land is heavily vegetated.



19. Siltation Prevention Measures Siltation prevention measures, such as silt fencing, sediment traps or settling basins, shall be installed and maintained during the project, to prevent movement of silt and turbid waters from the project site into any watercourse, stream, water body or wetland.

20. Control of Turbidity All necessary measures shall be taken to prevent any visible increase in turbidity downstream of the project site.

21. Concrete Rubble During demolition, no concrete rubble shall be allowed to escape into the waters of New York State. All concrete rubble and materials generated from the demolition of the dam shall be prevented from falling into the waters of Mill Brook, on the east (downstream) and west (upstream) sides of the existing dam.

22. Disposal of Material Any demolition debris, excess construction materials, and/or excess excavated materials shall be removed from the bed and banks of all water areas within one week of generation and stockpiled or completely disposed of on an approved upland site.

23. Temporary Seeding All disturbed areas where soil is temporarily exposed for longer than one month or at the end of the construction season shall be stabilized in accordance with temporary seeding or ground cover measures.

24. Final Seeding All areas of soil disturbance resulting from this project shall be seeded with an appropriate perennial grass, and mulched with straw immediately upon completion of the project, within two weeks of final grading, or by the expiration date of the permit, whichever is first.

25. Precautions Against Contamination of Waters All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.

WATER QUALITY CERTIFICATION SPECIFIC CONDITIONS

1. Water Quality Certification The NYS Department of Environmental Conservation hereby certifies that the subject project will not contravene effluent limitations or other limitations or standards under Sections 301, 302, 303, 306 and 307 of the Clean Water Act of 1977 (PL 95-217) provided that all of the conditions listed herein are met.

GENERAL CONDITIONS - Apply to ALL Authorized Permits:

1. Facility Inspection by The Department The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).



The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

2. Relationship of this Permit to Other Department Orders and Determinations Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

3. Applications For Permit Renewals, Modifications or Transfers The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator
NYSDEC Region 5 Headquarters
1115 NYS ROUTE 86
PO BOX 296
RAY BROOK, NY 12977 -0296

4. Submission of Renewal Application The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Dam, Stream Disturbance, Water Quality Certification.

5. Permit Modifications, Suspensions and Revocations by the Department The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;
- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

6. Permit Transfer Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.



NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

Item B: Permittee's Contractors to Comply with Permit

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

Item C: Permittee Responsible for Obtaining Other Required Permits

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

Item D: No Right to Trespass or Interfere with Riparian Rights

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

General Decision Number: NY150006 10/23/2015 NY6

Superseded General Decision Number: NY20140006

State: New York

Construction Types: Heavy and Highway

Counties: Clinton and Essex Counties in New York.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	06/05/2015
2	06/12/2015
3	06/19/2015
4	06/26/2015
5	07/31/2015
6	08/21/2015
7	09/11/2015
8	10/23/2015

BRNY0002-013 07/01/2015

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 34.01	18.38

FOOTNOTE:

- a. PAID HOLIDAYS: Memorial Day, July the 4th, Labor Day, and Thanksgiving Day (provided the employee is employed (1) day before and (1) day after the holiday.

CARP0291-006 07/01/2014

	Rates	Fringes
CARPENTER		
HEAVY & HIGHWAY CONSTRUCTION		
Carpenter.....	\$ 28.04	18.65
Pile Driver.....	\$ 27.56	18.65

ELEC0910-001 04/08/2015

	Rates	Fringes
ELECTRICIAN.....	\$ 33.00	3%+18.13

ELEC1249-003 05/04/2015

	Rates	Fringes
ELECTRICIAN (LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL Including any and all Fiber Optic Cable necessary for Traffic Signal Systems, Traffic Monitoring systems and Road Weather information systems)		
Flagman.....	\$ 24.62	7%+20.50
Groundman (Truck Driver)....	\$ 32.83	7%+20.50
Groundman Truck Driver (tractor trailer unit).....	\$ 34.88	7%+20.50
Lineman & Technician.....	\$ 41.04	7%+20.50
Mechanic.....	\$ 32.83	7%+20.50

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

ELEC1249-004 05/04/2015

	Rates	Fringes
ELECTRICIAN (Line Construction) Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :		
Flagman.....	\$ 28.14	7%+20.50
Groundman digging machine operator.....	\$ 42.21	7%+20.50
Groundman truck driver (tractor trailer unit).....	\$ 39.87	7%+20.50

Groundman Truck driver.....	\$ 37.52	7%+20.50
Lineman and Technician.....	\$ 46.90	7%+20.50
Mechanic.....	\$ 37.52	7%+20.50
Substation:		
Cable Splicer.....	\$ 51.59	7%+20.50
Flagman.....	\$ 28.14	7%+20.50
Ground man truck driver....	\$ 37.52	7%+20.50
Groundman digging machine operator.....	\$ 42.21	7%+20.50
Groundman truck driver (tractor trailer unit).....	\$ 39.87	7%+20.50
Lineman & Technician.....	\$ 46.90	7%+20.50
Mechanic.....	\$ 37.52	7%+20.50
Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation		
Cable Splicer.....	\$ 53.02	7%+20.50
Flagman.....	\$ 28.92	7%+20.50
Groundman Digging Machine Operator.....	\$ 43.38	7%+20.50
Groundman Truck Driver (tractor-trailer unit).....	\$ 40.97	7%+20.50
Groundman Truck Driver.....	\$ 38.56	7%+20.50
Lineman & Technician.....	\$ 48.20	7%+20.50
Mechanic.....	\$ 38.56	7%+20.50

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

 ELEC1249-008 01/01/2014

Rates Fringes

ELECTRICIAN (Line Construction)
 TELEPHONE, CATV
 FIBEROPTICS CABLE AND

EQUIPMENT

Cable splicer.....	\$ 29.12	3%+4.43
Groundman.....	\$ 12.98	3%+4.43
Installer Repairman- Teledata Lineman/Technician- Equipment Operator.....	\$ 27.64	3%+4.43
Tree Trimmer.....	\$ 22.41	8.30+3%+a

a. New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

ENGI0106-001 07/01/2015

HEAVY & HIGHWAY

Rates Fringes

Power equipment operators:

GROUP 1.....	\$ 38.91	24.40+a
GROUP 2.....	\$ 38.00	24.40+a
GROUP 3.....	\$ 35.43	24.40+a
GROUP 4.....	\$ 42.91	24.40+a
GROUP 5.....	\$ 41.91	24.40+a
GROUP 6.....	\$ 40.91	24.40+a
GROUP 7.....	\$ 40.52	24.40+a

POWER EQUIPMENT OPERATOR CLASSIFICATIONS (HEAVY & HIGHWAY):

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck , Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self Propelled, Slipform, Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.) Quad 9, Quarry Master (or equivalent), Scraper, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunitite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary

Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (NonAutomated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill, Self-contained, Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders, L.C.M. Work Boat Operator, Locomotive Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier, ride-on, Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw, ride-on, Steam Cleaner, Pug Mill, Pump Crete Ready Mix Concrete Plant Refrigeration Equipment (for soil stabilization) Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill, Excluding Air-Track Type Drill, Skidder, Tractor with Dozer and/or Pusher, Trencher. Tugger Hoist, Vermeer saw (ride on, any size or type), Winch, Winch Cat

GROUP 3: 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, Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants, Heaters (hands-off equipment), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill, (Core), Drill, (Well,) Farm Tractor with accessories, Fine Grade Machine, Tamper, ride-on, Tie Extractor, ride-on, Tie Handler, ride-on, Tie Inserter, ride-on, Tie Spacer, ride-on, Tire Repair, Track Liner, ride-on, Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Columbus Day, November Election Day and Veteran's Day

IRON0012-002 05/01/2015

Rates

Fringes

Ironworkers:

SHEETER.....	\$ 29.50	22.49
STRUCTURAL, ORNAMENTAL, MACHINERY MOVER & RIGGERS, FENCE ERECTOR, REINFORCING, STONE DERRICKMAN, WELDER.....	\$ 29.50	22.49

LABO0186-004 07/01/2013

HEAVY & HIGHWAY

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.59	18.23+a
GROUP 2.....	\$ 23.79	18.23+a
GROUP 3.....	\$ 23.99	18.23+a
GROUP 4.....	\$ 24.19	18.23+a
GROUP 5.....	\$ 25.59	18.23+a

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1. Basic Rate, Flagman Outboard and Hand Boats.

GROUP 2. Bull Float, Chain Saw, Concrete Aggregate Bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer Paverment Breaker, Handlers of all Steel Mesh, Small Generators of Laborers' tools, installation of bridge drainage pipe, Pipe Layers, Vibrator type rollers, tamper, Drill doctor, tail or screw operator on asphalt paver, water pump operator (1 1/2" and single diaphragm) nozzle (asphalt, gunite, seeding and sand blasting), Laborers on chain link fence erection, Rock splitter and power unit, pusher type concrete saw and all other gas, electric, oil and air tool operators, Wrecking Labor.

GROUP 3. All rock or drilling machine operators (except quarry master and similar type) Acetylene Torch operator, asphalt raker, powderman.

GROUP 4. Blaster, form setters, stone or granite curb setters.

GROUP 5. Hazardous Waste, Asbestos Abatement and Removal.

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

* PAIN0009-006 05/01/2015

	Rates	Fringes
Painters:		
Zone #2 All of ESSEX COUNTY		
Lead Abatement Workers, Structural Steel.....	\$ 29.00	12.09
Painters, Drywall Finishers, Spray.....	\$ 28.00	12.09

Zone #3 All of CLINTON COUNTY

Lead Abatement Workers,		
Structural Steel.....	\$ 25.39	14.50
Painters, Drywall		
Finishers, Spray.....	\$ 24.39	14.50

PAIN0806-003 10/01/2014

CLINTON AND ESSEX COUNTIES

	Rates	Fringes
Painters:		
Structural Steel and Bridge.	\$ 48.75	35.63

PLUM0773-001 05/01/2013

	Rates	Fringes
Plumber and Steamfitter		
CLINTON COUNTY.....	\$ 32.63	24.55
ESSEX COUNTY.....	\$ 33.63	24.55

SHEE0083-001 06/01/2015

	Rates	Fringes
Sheet metal worker.....	\$ 32.35	28.05+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. If any of these holidays fall on a Saturday or Sunday, either the preceding Friday or following Monday will be observed as the holiday.

TEAM0687-003 06/01/2014

	Rates	Fringes
Truck drivers:		
HEAVY & HIGHWAY CONSTRUCTION		
GROUP 1:.....	\$ 23.37	23.37+a
GROUP 2:.....	\$ 23.44	23.37+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, provided the employee has worked the day before and the day after the holiday.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Pick-ups, panel trucks, flatboy materials trucks (straight jobs), single axle dump trucks, dumpsters and receivers, greasers, truck tireman, parts chaser, tandems and batch trucks, mechanics, semi trailer, lowboy trucks,

asphalt distributor trucks and agitator, mixer trucks and dumpcrete type vehicles, truck mechanic, fuel truck and bus

GROUP 2: Specialized earth moving equipment - euclid type or similar off-highway equipment, where not self-loaded, straddle (ross) carrier, self-contained concrete unit, off highway tandem back dump, twin engine equipment and double hitched equipment where not self loaded

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

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

29 CFR 5.5 - Contract provisions and related matters.

Section Number: 5.5

Section Name: Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the

amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or

mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment,

advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Paragraph	OMB Control Number
(a)(1)(ii)(B).....	1215-0140
(a)(1)(ii)(C).....	1215-0140
(a)(1)(iv).....	1215-0140
(a)(3)(i).....	1215-0140, 1215-0017
(a)(3)(ii)(A).....	1215-0149
(c).....	1215-0140, 1215-0017

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