



Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

City of Ithaca
Scott Andrew, Deputy Controller
108 East Green Street
Ithaca NY 14850

Schedule Year 2013 through 2014
Date Requested 02/26/2013
PRC# 2013001890

Location Ithaca Commons
Project ID# CP 724
Project Type Reconstruction of the downtown Ithaca Commons

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 2013 through June 2014. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. 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

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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 30R).

Wages and Supplements

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

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 three (3) years from the project's date of completion. 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.

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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



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108 East Green Street
Ithaca NY 14850

Schedule Year 2013 through 2014
Date Requested 02/26/2013
PRC# 2013001890

Location Ithaca Commons
Project ID# CP 724
Project Type Reconstruction of the downtown Ithaca Commons

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 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 last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor.*

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, www.labor.ny.gov.

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 unless:

- You are free from direction and control in performing your job AND
 - You perform work that is not part of the usual work done by the business that hired you AND
 - You have an independently established business
- Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

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

Employee rights. If you are an employee:

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

Independent Contractors: If you are an independent contractor:

- You must pay all taxes 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 dol.misclassified@labor.state.ny.us. All complaints of fraud and violations are taken seriously and you can remain anonymous.

Employer Name:

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.

* 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:
www.labor.ny.gov**

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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 775-3568	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

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

Contractor Name: _____

Project Location: _____

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.

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: dlwtpo@rit.edu

(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: crooksje@umdnj.edu

(732) 235-9455

<https://o.php.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: mailto:japs@buffalo.edu

(716) 829-2125

http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingleton@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses_oshacfm

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

www.OutreachTrainers.org

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 PW30R

"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 PW30R Form.

REMEMBER...

The '4 Day / 10 Hour Work Schedule' applies **ONLY** to Job Classifications and Counties listed on the PW30R 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 PW30R

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

Before completing Form PW30R 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
 - 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 PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 -OR-
- Fax the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870



New York State Department of Labor
Bureau of Public Work
W. Averell Harriman State Office Campus
Building 12 - Room 130
Albany, New York 12240
Phone - (518) 457-5589 Fax - (518) 485-1870

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

Before completing Form PW30R 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.

Please Type or Print the Requested Information

When completed ...

Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm.130, Albany, NY 12240

-or-

Fax to NYSDOL Bureau of Public Work at (518) 485-1870

Contractor Information

Company Name: _____ FEIN: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number _____ Fax Number: _____ Email Address: _____

Contact Person: _____

Phone No: _____ Fax No: _____ Email: _____

Project Information

Project PRC#: _____ Project Name/Type: _____

Exact Location
of Project: _____ County: _____

(If you are Subcontractor)

Prime Contractor Name: _____

Job Classification(s) to Work 4/10 Schedule: (Choose all that apply on Job Classification Checklist - Pages 2 & 3)

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

Requestor Information

Name: _____

Title: _____ Date: _____

Job Classification Checklist

(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 #	Applicable Counties	Check Box
Carpenter - Building	1042	Clinton, Essex, Franklin	<input type="checkbox"/>
Carpenter - Building	370	Albany, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie	<input type="checkbox"/>
Carpenter - Building	370Z2	Hamilton, Warren, Washington	<input type="checkbox"/>
Carpenter - Building	370Z3	Saratoga	<input type="checkbox"/>
Carpenter - Heavy&Highway	370Saratoga	Saratoga	<input type="checkbox"/>
Carpenter - Heavy&Highway	370/1042H/H	Clinton, Essex, Franklin, Hamilton	<input type="checkbox"/>
Carpenter - Heavy&Highway	370H/H	Albany, Fulton, Montgomery, Rensselaer, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Carpenter - Building	85	Livingston, Monroe, Ontario, Wayne, Wyoming	<input type="checkbox"/>
Carpenter - Building	281B	Cayuga, Seneca, Yates	<input type="checkbox"/>
Carpenter - Heavy/Highway	281HH	Cayuga, Seneca, Yates	<input type="checkbox"/>
Carpenter - Building/Heavy&Highway	280	Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Carpenter - Building/Heavy&Highway	9	Erie, Cattaraugus	<input type="checkbox"/>
Carpenter - Heavy&Highway	66h	Allegany, Chautauqua, Cattaraugus	<input type="checkbox"/>
Carpenter - Building	66	Allegany, Chautauqua, Cattaraugus	<input type="checkbox"/>
Carpenter - Building	277 CST	Cortland, Schuyler, Tompkins	<input type="checkbox"/>
Carpenter - Building	277 JLS	Jefferson, Lewis, St. Lawrence	<input type="checkbox"/>
Carpenter - Building	277 omh	Herkimer, Madison, Oneida	<input type="checkbox"/>
Carpenter - Building	277 On	Onondaga	<input type="checkbox"/>
Carpenter - Building	277 Os	Oswego	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h CST	Cortland, Schuyler, Tompkins	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h JLS	Jefferson, Lewis, St. Lawrence	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h On	Onondaga	<input type="checkbox"/>
Carpenter - Building/Heavy&Highway	277CDO	Chenango, Delaware, Otsego	<input type="checkbox"/>
Carpenter - Heavy/Highway	277oneidah	Herkimer, Madison, Oneida	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h Os	Oswego	<input type="checkbox"/>
Electrician	25m	Nassau, Suffolk	<input type="checkbox"/>
Electrician	43	Cayuga, Chenango, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego, Otsego, Tompkins, Wayne	<input type="checkbox"/>
Electrician	840Teledata and 840 Z1	Cayuga, Onondaga, Ontario, Seneca, Wayne, Yates	<input type="checkbox"/>

Job Classification Checklist

(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 #	Applicable Counties	Check Box
Electrician	86	Genesee, Livingston, Monroe, Ontario, Orleans, Wayne, Wyoming	<input type="checkbox"/>
Electrician	910	Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence	<input type="checkbox"/>
Electrician Lineman	1049Line/Gas	Nassau, Suffolk	<input type="checkbox"/>
Electrician Lineman	1249a	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	<input type="checkbox"/>
Elevator Constructor	138	Columbia, Delaware, Dutchess, Greene, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester	<input type="checkbox"/>
Elevator Constructor	14	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Elevator Constructor	27	Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates	<input type="checkbox"/>
Elevator Constructor	35	Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Elevator Constructor	62.1	Broome, Cayuga, Chenango, Cortland, Delaware, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins	<input type="checkbox"/>
Glazier	660	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Glazier	660r	<u>Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming</u>	<input type="checkbox"/>
Glazier	677.1	Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates	<input type="checkbox"/>
Glazier	667.Z-2	Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego	<input type="checkbox"/>
Glazier	677z3	Broome, Chemung, Chenango, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins	<input type="checkbox"/>
Glazier	667r.2	Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego	<input type="checkbox"/>
Insulator - Heat & Frost	30-Syracuse	Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins	<input type="checkbox"/>

Job Classification Checklist

(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 #	Applicable Counties	Check Box
Laborers - Residential Deconstruction, Demolition	601	Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Essex, Franklin, Genesee, Jefferson, Lewis, Livingston, Monroe, Onondaga, Ontario, Orleans, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Wayne, Wyoming, Yates	<input type="checkbox"/>
Laborer - Building	621b	Allegany, Cattaraugus, Chautauqua	<input type="checkbox"/>
Laborer - Residential	621r	Allegany, Cattaraugus, Chautauqua	<input type="checkbox"/>
Mason - Building/Heavy&Highway	780	Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk	<input type="checkbox"/>
Operating Engineer - Heavy& Highway	832H	Allegany, Chemung, Genesee, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates	<input type="checkbox"/>
Operating Engineer - Heavy/Highway	137H/H	Putnam, Westchester	<input type="checkbox"/>
Painter	178 B	Broome, Chenango, Tioga	<input type="checkbox"/>
Painter	178 E	Chemung, Schuyler, Steuben	<input type="checkbox"/>
Painter	178 O	Delaware, Otsego	<input type="checkbox"/>
Painter	31	Cayuga, Herkimer, Lewis, Madison, Oneida, Onondaga, Ontario, Oswego, Seneca	<input type="checkbox"/>
Painter	38.O	Oswego	<input type="checkbox"/>
Painter	4-Buf,Nia,Olean	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Niagara, Orleans, Steuben, Wyoming	<input type="checkbox"/>
Painter	4-Jamestown	Cattaraugus, Chautauqua	<input type="checkbox"/>
Painter	150	Livingston, Monroe, Ontario, Wayne, Yates	<input type="checkbox"/>
Sheetmetal Worker	46	Livingston, Monroe, Ontario, Seneca, Wayne, Yates	<input type="checkbox"/>
Teamster - Heavy&Highway	294h/h	Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Teamster - Heavy&Highway	317a.hh	Allegany, Cayuga, Cortland, Seneca, Steuben, Tompkins, Wayne, Yates	<input type="checkbox"/>
Teamster - Heavy&Highway	693.H/H	Broome, Chenango, Delaware, Otsego, Tioga	<input type="checkbox"/>
Teamster - Building/Heavy&Highway	456	Putnam, Westchester	<input type="checkbox"/>

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. Although in most cases the payment or provision of supplements is for each hour worked, some classifications require the payment or provision of supplements for each hour paid (including paid holidays on which no work is performed) and/or may require supplements to be paid or provided at a premium rate for premium hours worked.

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	212-775-3568	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4904
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

Tompkins County General Construction

Boilermaker

12/01/2013

JOB DESCRIPTION Boilermaker

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Clinton, Cortland, Franklin, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES

Per hour: 07/01/2013 01/01/2014
*Additional

Boilermaker \$29.00 \$1.15

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman \$23.39

****IMPORTANT NOTE (Portion of supplemental benefits per hour paid at same premium as shown for overtime.)**

Journeyman \$22.20**

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. When Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES

WAGES per hour:

Six month 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%
\$18.85	\$18.85	\$20.30	\$21.75	\$23.20	\$24.65	\$26.10	\$27.55

SUPPLEMENTAL BENEFITS per hour paid:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$18.07	\$18.07	\$18.83	\$19.59	\$20.34	\$21.11	\$21.88	\$22.64

***IMPORTANT NOTE (Portion of supplemental benefits per hour paid at same premium as shown for overtime.)**

1st	2nd	3rd	4th	5th	6th	7th	8th
\$16.88*	\$16.88*	\$17.64*	\$18.40*	\$19.15*	\$19.92*	\$20.69*	\$21.45*

6-175

Carpenter - Building

12/01/2013

JOB DESCRIPTION Carpenter - Building

DISTRICT 2

ENTIRE COUNTIES

Chemung, Cortland, Schuyler, Steuben, Tompkins

PARTIAL COUNTIES

Allegany: Only the Township of Alfred.

WAGES

Per hour: 07/01/2013 06/01/2014
*Additional

Carpenter \$25.75 \$1.52
Floorlayer 25.75 1.52
Piledriver 26.00 1.52
Certified Welder** 26.75 1.52

Hazardous Waste Worker	27.25	1.52
Diver - Wet Day***	61.25	
Diver - Dry Day	26.75	1.52
Dive Tender	26.75	1.52

*To be allocated at a later date.

**When the employee is required to be certified and performs DOT or ABS specified welding work.

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,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

***Depth pay:	0' to 80'	no additional fee
	81' to 100'	Additional \$0.50 per foot
	101' to 150'	Additional \$0.75 per foot
	151' and deeper	Additional \$1.25 per foot

***Penetration pay:	0 to 50'	No additional fee
	51' to 100'	Additional \$0.75 per foot
	101' and deeper	Additional \$1.00 per foot

Diver Note: Diver rate applies to all hours worked on the day of the dive. The deepest dive of the day shall constitute the depth pay.

SUPPLEMENTAL BENEFITS

Per hour worked: 07/01/2013

Journeymen \$17.50

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

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

SUPPLEMENTAL BENEFITS per hour worked:

Appr 1st term	\$9.25
Appr 2nd term	9.25
Appr 3rd term	11.85
Appr 4th term	11.85

2-277B-CS

Carpenter - Building / Heavy&Highway

12/01/2013

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 1

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

WAGES

Wages per hour:

07/01/2013	07/01/2014
	An Additional

Carpenter - ONLY for
Artificial Turf/Synthetic
Sport Surface Installer

\$ 27.96	\$ 0.73*
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Note - Does not include the operation of equipment. Please see Operating Engineers rates.

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour Paid:

07/01/2013

Journeyman

\$ 18.14

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

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour paid:

07/01/2013

Carpenter

1st year term

\$ 9.29

2nd year term

9.29

3rd year term

11.89

4th year term

11.89

1-42AtSS

Carpenter - Heavy&Highway

12/01/2013

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Broome, Cortland, Schuyler, Tioga, Tompkins

WAGES

Per hour:

07/01/2013

07/01/2014

*Additional

Carpenter

\$27.88

\$0.96

Certified Welder

29.13

0.96

Diver - Dry Day

28.88

0.96

Diver - Wet Day**

62.50

Effluent & Slurry Diver

- Wet Day**

93.75

Dive Tender

28.88

0.96

Hazardous Worker***

29.88

0.96

Millwright

29.13

0.96

Piledriver

27.88

0.96

*To be allocated at a later date

**Depth pay for divers:

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:

0' to 50'

no additional fee

51' to 100'

additional \$.75 per foot

101' and deeper

additional \$1.00 per foot

***When an employee performs work on a hazardous waste site, that is State and/or Federally designated as such, and where relevant State and/or Federal regulations require employees to be furnished and those employees use or wear required forms of personal protection.

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,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked: 07/01/2013

Journeyman \$17.95

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (2, 17) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

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

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

*On projects for removal and/or abatement of asbestos or any toxic or hazardous material and it is required by the employer or mandated by NYS or Federal Regulations to wear protective equipment, an additional \$1.50 per hour above their appropriate rate shall be paid to apprentices.

SUPPLEMENTAL BENEFITS per hour worked:

1st year term	\$9.25
2nd year term	9.25
3rd year term	11.85
4th year term	11.85

2-277HH-Bro

Electrician

12/01/2013

JOB DESCRIPTION Electrician

DISTRICT 6

ENTIRE COUNTIES

PARTIAL COUNTIES

Cayuga: Only the Township of Genoa.

Schuyler: Only the Townships of Cayuta, Catherine, and Hector.

Seneca: Only the Townships of Lodi and Covert.

Tioga: Only the Townships of Spencer and Candor.

Tompkins: Entire county except the Township of Groton.

WAGES

Per hour: 07/01/2013 06/01/2014
*Additional

Electrician \$31.90 \$1.15

*To be allocated at a later date.

Additional \$1.00 per hour for work from trusses, scaffolds, frames, ladders, etc. 40 feet or more from ground floor or in underground mines or tunnels. Work done from personal lift equipment that complies with OSHA requirements are excluded.

Additional \$2.00 per hour when required to work under compressed air, on radio towers, on asbestos abatement projects which require the use of a respirator, work of a hazardous nature, work where gas masks are required or work requiring use of protective arc flash suits.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF EIGHT (8) HOURS FOR AT LEAST (5) DAYS DURATION WORKED. WHEN TWO (2) SHIFTS OR THREE (3) SHIFTS ARE WORKED:

1ST SHIFT	8:00 AM to 4:30 PM	\$31.90
2ND SHIFT	4:30 PM to 12:30 AM	37.42
3RD SHIFT	12:30 AM to 8:30 PM	41.92

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$23.05 plus 3% of hourly wage paid

NOTE: The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, Q) on OVERTIME PAGE

On Saturday the first 8 hours worked are at 1 1/2 times the rate. All additional hours are at 2 times the rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: Half year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	45%	55%	55%	65%	65%	75%	75%	85%	85%
\$14.36	\$14.36	\$17.55	\$17.55	\$20.74	\$20.74	\$23.93	\$23.93	\$27.12	\$27.12

SUPPLEMENTAL BENEFITS per hour worked:

1st thru 4th terms	\$ 10.30	Plus 3% of hourly wage paid (for all terms).
5th & 6th terms	17.62	SEE NOTE ABOVE
7th & 8th terms	18.74	
9th & 10th terms	19.86	

6-241

Electrician

12/01/2013

JOB DESCRIPTION Electrician

DISTRICT 6

ENTIRE COUNTIES

Cortland, Herkimer, Madison, Oneida, Oswego

PARTIAL COUNTIES

Cayuga: Townships of Ira, Locke, Sempronius, Sterling, Summerhill and Victory.

Chenango: Only the Townships of Columbus, New Berlin and Sherburne.

Onondaga: Entire County except Townships of Elbridge and Skaneateles.

Otsego: Only the Townships of Plainfield, Richfield, Springfield, Cherry Hill, Roseboom, Middlefield, Otsego, Exeter, Edmeston, Burlington, Pittsfield and New Lebanon.

Tompkins: Only the Township of Groton.

Wayne: Only the Townships of Huron, Wolcott, Rose and Butler.

WAGES

Per hour:	07/01/2013	06/01/2014
Electrician	\$33.25	\$34.65
Cable Splicer	36.58	38.12
Teledata	33.25	34.65

NOTES:

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF EIGHT (8) HOURS FOR AT LEAST FIVE (5) DAYS DURATION WHICH MAY HAVE BEEN WORKED. WHEN TWO (2) SHIFTS OR THREE (3) SHIFTS ARE WORKED:

1st Shift - 8:00 AM to 4:30 PM:	See rates posted above
2nd Shift - 4:30 PM to 1:00 AM:	Add 15% to rates posted above
3rd Shift - 12:30 AM to 9:00 AM:	Add 25% to rates posted above

OCCUPIED CONDITIONS: WHEN NECESSARY TO PERFORM ALTERATION AND/OR RENOVATION WORK AND OWNER MANDATES (DUE TO OCCUPIED CONDITIONS) PREVENT THE WORK FROM BEING PERFORMED DURING "NORMAL" WORKING HOURS (DEFINED AS BETWEEN 6:00 AM AND 4:30 PM MONDAY THROUGH FRIDAY), ALTERNATE HOURS MAY BE WORKED PROVIDED: 1) THE HOURS ARE ESTABLISHED FOR A MINIMUM OF FIVE (5) DAYS DURATION OR THE LENGTH OF THE JOB WHICHEVER IS SHORTER; AND 2) AN ENTIRE WORK SCOPE WITHIN A JOBSITE AREA IS PERFORMED UTILIZING THE VARIED HOURS. IF THESE CONDITIONS ARE SATSFIED, ALL HOURS WORKED MONDAY THROUGH FRIDAY OF A SHIFT THAT STARTS BEFORE OR ENDS AFTER THE "NORMAL" HOURS, SHALL BE PAID AT THE APPROPRIATE RATE PLUS FIFTEEN PERCENT (15%). HOWEVER, THE FOLLOWING RESTRICTIONS SHALL APPLY:

- 1) "ALTERNATE" HOURS SHALL CONSIST OF A MINIMUM OF EIGHT CONSECUTIVE HOURS PER DAY
- 2) HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY, MONDAY THROUGH FRIDAY, SHALL BE PAID AT A RATE OF ONE AND ONE-HALF TIMES THE APPLICABLE RATE (DAY-SHIFT + 15%)
- 3) HOURS WORKED ON SATURDAY SHALL BE PAID AT TIME AND ONE-HALF THE APPLICABLE RATE.
- 4) HOURS WORKED ON A SUNDAY AND HOLIDAYS SHALL BE PAID AT DOUBLE THE STRAIGHT TIME RATE.
- 5) WORK OF A NEW CONSTRUCTION NATURE MAY NOT BE WORKED UNDER THESE CONDITIONS.

**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****

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,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked:	07/01/2013	06/01/2014
Journeyman	\$20.17 plus *3% of hourly wage paid	\$20.72 plus *3% of hourly wage paid

*NOTE: The 3% is based on the hourly wage paid, straight time or premium rate.

OVERTIME PAY

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

** Double Time after 10 hrs. on Saturday.

HOLIDAY

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

REGISTERED APPRENTICES

WAGES at the following percentage of Journeyman's wage.

1st Period (0-1000 hrs)	40%	4th Period (3501-5000 hrs)	60%
2nd Period (1001-2000 hrs)	45%	5th Period (5001-6500 hrs)	70%
3rd Period (2001-3500 hrs)	50%	6th Period (6501-8000 hrs)	80%

SUPPLEMENTAL BENEFITS per hour worked:

1st period	\$9.89 plus *3% of hourly wage paid	4th period	\$19.29 plus *3% of hourly wage paid
2nd period	\$9.89 plus *3% of hourly wage paid	5th period	\$19.51 plus *3% of hourly wage paid
3rd period	\$19.07 plus *3% of hourly wage paid	6th period	\$19.73 plus *3% of hourly wage paid

*NOTE: The 3% is based on the hourly wage paid, straight time rate or premium rate.

6-43

Elevator Constructor

12/01/2013

JOB DESCRIPTION Elevator Constructor

DISTRICT 6

ENTIRE COUNTIES

Broome, Cayuga, Chenango, Cortland, Franklin, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins

PARTIAL COUNTIES

Delaware: Only the towns of: Tompkins, Walton, Masonville, Sidney, Franklin and Deposit.

WAGES

Per hour:	07/01/2013	01/01/2014	01/01/2015
Elevator Constructor	\$40.84	41.40	42.03
Helper	28.59	28.98	29.42

**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday, except work on general repairs and modernization.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked:

\$25.185*

\$26.785*

\$28.385*

*plus 6% of wage (under 5 years service)

*plus 8% of wage (after 5 years service)

OVERTIME PAY

See (D, M, T) 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 a Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

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

1st	2nd	3rd	4th
55%	65%	70%	80%

SUPPLEMENTAL BENEFITS: Same as Journeyman above

6-62.1

Glazier

12/01/2013

JOB DESCRIPTION Glazier

DISTRICT 5

ENTIRE COUNTIES

Broome, Chemung, Chenango, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

WAGES

Per hour	07/01/2013	05/01/2014	05/01/2015
		Additional	Additional
Glazier	\$ 23.55	\$ 1.50*	\$ 1.50*

*To be allocated at a later date.

Additional \$.50 per hr for all swing stagework, belt work, open steel or scaffolding 25' or more from ground, floor or roof levels.

** IMPORTANT NOTICE **

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 '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 16.45

OVERTIME PAY

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

*Double time after 8 hours on Saturday.

**Note: Emergency work on Sunday is 1 1/2 times the hourly rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

1000 hour terms at the following percentage of journeyman's wage.

1st.	2nd.	3rd.	4th.	5th.	6th.	7th.	8th.
50%	55%	60%	65%	70%	75%	80%	90%

Supplemental Benefits per hour worked:

1st & 2nd terms	\$ 5.65
3rd & 4th terms	5.77
5th & 6th terms	5.91
7th & 8th terms	6.04

5-677z3

Insulator - Heat & Frost**12/01/2013****JOB DESCRIPTION** Insulator - Heat & Frost**DISTRICT 6****ENTIRE COUNTIES**

Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins

WAGES

Per hour: 07/01/2013

Insulation Installer \$30.15
(On mechanical systems only)

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS WORKED.

1ST SHIFT	\$30.15
2ND SHIFT	34.68
3RD SHIFT	37.69

**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****

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,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked: 07/01/2013

Journeyman \$18.33

OVERTIME PAY

See (*B1, Q) on OVERTIME PAGE

* Note: First 10 hours on Saturday

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4,6) on HOLIDAY PAGE. Also Easter.
Triple time for Labor Day if worked.

REGISTERED APPRENTICES

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

1st 50%	2nd 60%	3rd 70%	4th 80%
\$15.08	\$18.09	\$21.11	\$24.12

SUPPLEMENTAL BENEFITS per hour worked:

1st & 2nd years	\$16.33
3rd & 4th years	18.33

6-30-Syracuse

Ironworker**12/01/2013****JOB DESCRIPTION** Ironworker**DISTRICT 6****ENTIRE COUNTIES**

Broome, Cayuga, Cortland, Onondaga, Oswego, Seneca, Tioga, Tompkins

PARTIAL COUNTIES

Chenango: Only the Townships of Lincklaen, Otsego, Pitcher, Pharsalia, German, McDonough, Preston, Norwich, Smithville, Oxford, Guilford, Greene, Coventry, Bainbridge and Afton.

Jefferson: Only the Townships of Alexandria, Theresa, Clayton, Orleans, Cape Vincent, Lyme, Brownville, Pamela, LeRay, Hounsfield, Watertown, Rutland, Adams, Henderson, Rodman, Ellisburg, Lorraine and Worth.
Madison: Only the Townships of Sullivan, Lenox, Lincoln, Fenner, Smithfield, Cazenovia, Nelson, DeRuyter and Georgetown.
Schuyler: Only the Townships of Cayuta, Catherine, Hector and Montour.
Wayne: Only the Townships of Galen, Savannah, Rose, Butler, Huron and Wolcott

WAGES

Per hour:	07/01/2013	05/01/2014 *Additional	05/01/2015 *Additional
Structural/Reinf/Rebar	\$27.50	\$1.20	\$1.20
Mach Mover & Rigger	27.50	1.20	1.20
Ornamental & Curtain			
Wall, Window Wall	27.50	1.20	1.20
Pre-glazed metal framed windows attached to steel or masonry including caulking	27.50	1.20	1.20
Fence Erector			
(Chain Link/Security)	27.50	1.20	1.20
Sheeter/Bridge rail	27.50	1.20	1.20
Pre-Cast erector	27.50	1.20	1.20
Stone Derrickman	27.50	1.20	1.20
Pre-Engineered Bldg Erector	27.50	1.20	1.20

*To be allocated at a later date.

NOTE: Shift work mandated by the project owner. All shifts will be (8) hours

1st Shift	\$27.50
2nd Shift	30.25
3rd Shift	31.63

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$21.85
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: One year terms at the following rates.

1st	2nd	3rd	4th
\$15.00	\$17.00	\$19.00	\$21.00

SUPPLEMENTAL BENEFITS per hour worked:

1st year	\$9.55
2nd year	16.17
3rd year	17.11
4th year	18.06

6-60

Laborer - Building

12/01/2013

JOB DESCRIPTION Laborer - Building

DISTRICT 6

ENTIRE COUNTIES

Cortland, Tompkins

PARTIAL COUNTIES

Schuyler: Only the Township of Catherine including the Village of Odessa.
Tioga: Townships of Candor & Spencer

WAGES

Per hour:

GROUP #1: Basic Laborer

GROUP #2: Air Tool Operators

GROUP #3: Blaster, Rock Drill (compressor driven)

GROUP #4: Asbestos Toxic Waste. Lead & Mold Remediation

	07/01/2013	07/01/2014 *Additional	07/01/2015 *Additional	07/01/2016 *Additional
GROUP #1	\$22.18	\$1.00	\$1.05	\$1.05
GROUP #2	22.68	1.00	1.05	1.05
GROUP #3	23.68	1.00	1.05	1.05
GROUP #4	23.68	1.00	1.05	1.05

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$16.30

OVERTIME PAY

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

*Double time after 8 hours on Saturday

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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:

1st term	\$9.30
2nd term	10.43
3rd term	11.55
4th term	12.68

6-785b

Laborer - Heavy&Highway

12/01/2013

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 6

ENTIRE COUNTIES

Cortland, Tompkins

PARTIAL COUNTIES

Schuyler: Only the Township of Catherine including the Village of Odessa.

Tioga: Townships of Candor & Spencer

WAGES

Per hour:

GROUP A: Basic, Drill Helper on drilling equipment listed below in Group C, Flagman, Outboard and Hand Boats.

GROUP B: Bull Float (where used for strike off only), Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of all Steel Mesh, Small Generators for Laborers Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operators (1-1/2" & Single Diaphragm), Nozzle (Asphalt, 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 Laborer.

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

GROUP D: Blasters, Form Setters (slab steel forms on highways, roads, streets & airport runways), Stone or Granite Curb Setters.

	07/01/2013	07/01/2014 *Additional	07/01/2015 *Additional
GROUP A	\$25.71	\$1.30	\$1.30
GROUP B	25.91	1.30	1.30
GROUP C	26.11	1.30	1.30
GROUP D	26.31	1.30	1.30

*To be allocated at a later date.

NOTE: Hazardous Waste removal on a State or Federal designated waste site where relevant state or federal regulations require employees to wear personal protection, Additional \$2.00 per hour over Group A rate.

NOTE: All night work mandated by DOT shall be paid an additional \$ 1.75 per hr. over Group A rate.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$16.60

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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:

1st term	0 - 1000 hrs	\$14.10
2nd term	1001-2000 hrs	14.73
3rd term	2001-3000 hrs	15.35
4th term	3001-4000 hrs	15.98

6-785h

Laborer - Tunnel

12/01/2013

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 6

ENTIRE COUNTIES

Cortland, Tompkins

PARTIAL COUNTIES

Schuyler: Only the Township of Catherine including the Village of Odessa.

Tioga: Townships of Candor & Spencer

WAGES

Per hour:

GROUP A: Change House Man

GROUP B: Miners and all Machine Men, Safety Miner, all Shaft work, Caisson work, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting from 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: Blaster

GROUP D: Hazardous Waste Work**

	07/01/2013	07/01/2014 *Additional	07/01/2015 *Additional
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Group A	\$28.89	\$1.30	\$1.30
Group B	29.09	1.30	1.30
Group C	30.39	1.30	1.30
Group D**	30.89	1.30	1.30

*To be allocated at a later date

**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 \$16.60

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: 1000 hour terms at the following percentage of Group B wage

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

SUPPLEMENTAL BENEFITS per hour worked:

1st term	\$14.10
2nd term	14.73
3rd term	15.35
4th term	15.98

6-785T

Lineman Electrician

12/01/2013

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. (14.01.01)

	07/01/2013	05/05/2014	05/04/2015
Lineman, Technician	\$44.12	\$45.51	\$46.90
Crane, Crawler Backhoe	44.12	45.51	46.90
Welder, Cable Splicer	44.12	45.51	46.90
Digging Machine Operator	39.71	40.96	42.21
Tractor Trailer Driver	37.50	38.68	39.87
Groundman, Truck Driver	35.30	36.41	37.52
Mechanic 1st Class	35.30	36.41	37.52
Flagman	26.47	27.31	28.14

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". (14.02.01-A)

Lineman, Technician	\$44.12	\$45.51	\$46.90
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Crane, Crawler Backhoe	44.12	45.51	46.90
Cable Splicer-Pipe Type Cable	48.53	50.06	51.59
Cert. Welder-Pipe Type Cable	46.33	47.79	49.25
Digging Machine Operator	39.71	40.96	42.21
Tractor Trailer Driver	37.50	38.68	39.87
Mechanic 1st Class	35.30	36.41	37.52
Groundman, Truck Driver	35.30	36.41	37.52
Flagman	26.47	27.31	28.14

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. (14.02.01-B)

Lineman, Technician, Welder	\$45.40	\$46.80	\$48.20
Crane, Crawler Backhoe	45.40	46.80	48.20
Digging Machine Operator	40.86	42.12	43.38
Tractor Trailer Driver	38.59	39.78	40.97
Groundman, Truck Driver	36.32	37.44	38.56
Mechanic 1st Class	36.32	37.44	38.56
Flagman	27.24	28.08	28.92
Cert. Welder-Pipe Type Cable	47.67	49.14	50.61
Cable Splicer-Pipe Type Cable	49.94	51.48	53.02

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. (14.03.01)

Lineman, Technician, Welder	\$46.62	\$48.02	\$49.41
Crane, Crawler Backhoe	46.62	48.02	49.41
Cable Splicer	46.62	48.02	49.41
Digging Machine Operator	41.96	43.22	44.47
Tractor Trailer Driver	39.63	40.82	42.00
Groundman, Truck Driver	37.30	38.42	39.53
Mechanic 1st Class	37.30	38.42	39.53
Flagman	27.97	28.81	29.65

Additional \$1.00 per hour for entire crew when a helicopter is used.

** IMPORTANT NOTICE **

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,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked including holidays listed below:

The following SUPPLEMENTAL BENEFITS apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

\$19.00	\$19.75	\$20.50
*plus 7.5% of hourly wage	*plus 7.5% of hourly wage	*plus 7.5% of hourly wage

*The 7.5% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q,) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.

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 %

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.

SUPPLEMENTS for holidays paid at straight time

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage of Journeyman's 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

12/01/2013

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.

	07/01/2013	01/01/2014
Cable Splicer	\$28.55	\$29.12
Installer, Repairman	27.10	27.64
Teledata Lineman	27.10	27.64
Technician, Equipment Operator	27.10	27.64
Groundman	14.37	14.66

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 4.43	\$ 4.43
*plus 3% of wage paid	*plus 3% of wage paid

*The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal Lighting

12/01/2013

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

Per hour:

	07/01/2013	05/05/2014	05/04/2015	05/02/2016 *Additional
Lineman, Technician	\$39.19	\$40.12	\$41.04	\$2.00

Crane, Crawler Backhoe	39.19	40.12	41.04	2.00
Certified Welder	41.15	42.13	43.09	2.00
Digging Machine	35.27	36.11	36.94	2.00
Tractor Trailer Driver	33.31	34.10	34.88	2.00
Groundman, Truck Driver	31.35	32.10	32.83	2.00
Mechanic 1st Class	31.35	32.10	32.83	2.00
Flagman	23.51	24.07	24.62	2.00

* To be allocated at a later date.

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.

**** IMPORTANT NOTICE ****

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,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked including holidays listed below:

All classifications	\$19.00	\$19.75	\$20.50
	*plus 7.5% of hourly wage	*plus 7.5% of hourly wage	*plus 7.5% of hourly wage

*The 7.5% 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

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%

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.

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a-LT

Lineman Electrician - Tree Trimmer

12/01/2013

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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.

07/01/2013

Tree Trimmer	\$ 22.08
Equipment Operator	19.48
Mechanic	19.48
Truck Driver	16.46
Groundman	13.51
Flag person	9.62

SUPPLEMENTAL BENEFITS

Per hour worked including holidays listed below:

\$ 8.30
*plus 3% of
hourly wage

* The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

6-1249TT

Mason - Building

12/01/2013

JOB DESCRIPTION Mason - Building

DISTRICT 5

ENTIRE COUNTIES

Cortland, Tompkins

WAGES

Per hour:	07/01/2013	07/01/2014 Additional	07/01/2015 Additional
Brick/Block Layer	\$ 27.70	\$ 1.45	\$ 1.45
Cement/Stone Mason	27.70	1.45	1.45
Plasterer/EFIS	27.70	1.45	1.45
Tuck Pointer	27.70	1.45	1.45

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,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 18.65

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

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

1st	2nd	3rd	4th
55%	70%	80%	90%

Supplemental Benefits per hour worked.

All terms \$ 18.65

5-3B lth - Z2

Mason - Heavy&Highway

12/01/2013

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 5

ENTIRE COUNTIES

Allegany, Broome, Chautauqua, Chemung, Chenango, Cortland, Delaware, Genesee, Livingston, Monroe, Ontario, Otsego, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

PARTIAL COUNTIES

Cattaraugus: Entire county except in the Township of Perrysburg and the Village of Gowanda only the Bricklayer classification applies.

Erie: Only the Bricklayer classification applies.

Niagara: Only the Bricklayer classification applies.

WAGES

Per hour:	07/01/2013	06/01/2014 Additional	06/01/2015 Additional
Cenment Mason	\$29.36	\$1.26	\$1.26
Bricklayer	29.36	1.26	1.26

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,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.g scaffold suspended from bridges.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 17.71

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

1500 hour terms at the following percentage of Journeyman's wage:

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

Supplemental benefits per hour worked:

Appr. 1st term	\$ 10.21
Appr. 2nd term to 4th term	17.71

5-3h

Mason - Tile Finisher

12/01/2013

JOB DESCRIPTION Mason - Tile Finisher

DISTRICT 5

ENTIRE COUNTIES

Allegany, Broome, Chautauqua, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES

Cattaraugus: With the exception of the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour	
Building:	07/01/2013
Tile Finisher	\$ 25.15
Marble, Slate, Terrazzo and Tile	
Mason finisher	25.15

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,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked: \$ 13.32

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

1st and 2nd term 1200 hours and 3rd term 1300 hours at the following percentage of rate.

1st	2nd	3rd
55%	60%	80%

Supplemental Benefits

1st	2nd	3rd
\$ 9.05	\$9.10	\$11.90

5-3TF - Z2

Mason - Tile Setter

12/01/2013

JOB DESCRIPTION Mason - Tile Setter

DISTRICT 5

ENTIRE COUNTIES

Allegany, Broome, Chautauqua, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES

Cattaraugus: With the exception of the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour:	07/01/2013	07/01/2014 Additional	07/01/2015 Additional
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Tile Setter:	\$ 28.54	\$ 1.45	\$ 1.45
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Marble, Slate, Terrazzo and Tile

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,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked: \$14.69

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

(1) year terms at the following percentage of journeymen's rate.

Terms	1st	2nd	3rd	4th
	55%	70%	80%	90%

Supplemental Benefits per hour worked:

Terms	1st	2nd	3rd	4th
	\$9.34	\$ 9.47	\$ 14.51	\$ 14.60

5-3TS - Z2

Millwright

12/01/2013

JOB DESCRIPTION Millwright

DISTRICT 6

ENTIRE COUNTIES

Chemung, Cortland, Livingston, Monroe, Ontario, Schuyler, Steuben, Tompkins, Wayne

WAGES

Per hour:	07/01/2013	07/01/2014 *Additional
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Millwright	\$27.00	\$1.24
Certified Welder	28.25	1.24
Hazardous Waste Work	28.25	1.24

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked:

\$18.07

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 regularly scheduled work day. If a make-up day is utilized, a minimum of eight hours must be scheduled.

HOLIDAY

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour worked:

Appr. 1st year	\$8.65
Appr. 2nd year	15.24
Appr. 3rd year	16.19
Appr. 4th year	17.13

6-1163

Operating Engineer - Building

12/01/2013

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES

If a prime contract is let for site work only, meaning no buildings are involved in their site contract, the Heavy/Highway rates would be applicable.

When a prime contract is let for site work and building excavation is part of that contract, the Building rates would be applicable for the Operators classification.

NOTE: If a second employee is required by the employer for operation of any covered machine, they shall be an Oiler (Class C).

CLASSIFICATION A: Air Plako, Asphalt & Blacktop Roller, Automated Concrete Spreader (CMI or equivalent.), Automated Fine Grade Machine (CMI), Backhoe, Barrell Shredder, Belt Placer, Blacktop Spreader (such as Barber Greene & Blaw Knox), Blacktop Plant (automated), Blast or Rotary Drill (Truck or Cat mounted), Boom Truck, Burning Plant Operator, Cableway, Caisson Auger, Central Mix Plant (automated), Concrete Pump, Crane, Crusher (Rock), Derrick, Dewatering Press, Diesel Power Unit, Dirt Filter Press-Operation Equipment, Dragline, Dredge, Dual Drum Paver, Elevating Grader (self propelled or towed), Elevator Hoist-Two Cage, Excavator-all purpose hydraulically operated, Fork Lift (Loed/Lull and other terrain type), Front End Loader (4 c.y. and over), Gradall, Grader (Power), Head Tower (Saurman or equal), Hoist (2 or 3 Drum), Hydroblaster (Laser Pump), Work Boat Operator including LCM's, Light Plants-Compressors and Generators, Locomotive, Maintenance Engineer, Maintenance Welder, Mine Hoist, Mucking Machine or Mole, Overhead Crane-fixed permanent, Pile Driver, Quarry Master or Equivalent, Refrigeration Equipment (for soil stabilization), Scraper, Sea Mule, Shovel, Side Boom, Slip Form Paver, Straddle Buggy (Ross Carrier, Lumber Carrier), Tractor Drawn Belt Type Loader (Euclid Loader), Trenching Machine (digging capacity of over 4ft. depth), Truck Crane Operator, Truck or Trailer Mounted Log Chipper (self-feeder), Tug Operator (Manned, rented equipment excluded), Tunnel Shovel, Vibro or Sonic Hammer Controls (when not mounted in proximity to Rig Operator).

CLASSIFICATION B: "A" Frame Truck, Back Dumps, Blacktop Plant (non-automatic), Boring Machine, Bulldozer, Cage-Hoist, Central Mix Plant (non-automated), Compressor, Pump, Generator or Welding machine (when used in battery of not more than five (5)), Concrete Paver (single drum over 16S), Core boring machine, Drill Rigs-tractor mounted, Elevator-as material hoist, Farm Tractor (with or without accessories), Fork Lift over 10 ton (with or without attachments), Front End Loader (under 4 c.y.), Grout Pump, Guniting Machine, High Pressure Boiler (15 lbs. & over), Hoist (one drum), Hydraulic Breaking Hammer (drop hammer), Kolman Plant Loader (screening gravel), Maintenance Grease Man, Mixer for stabilized base-self propelled (Seaman Mixer), Monorail Machine, Parapet Concrete or Pavement Grinder, Parts Man, Post Driver (truck or tractor mounted), Post Hole Digger (truck or tractor mounted), Power Sweeper (Wayne or similar), Pump-Crete or Squeeze-Crete, Road Widener (front end of Grader or self propelled), Roller, Self contained hydraulic bench drill, Shell Winder (motorized), Skid steer (Bobcat) type loader, Snorkel (over head arms), Snowblower control man, Tractor (with or without accessories), Trenching Machine (digging capacity of 4 ft. or less), Tugger Hoist, Vacuum Machine (self-propelled or mounted), Vibro Tamp, Well Drill Well Point System (Submersible pumps when used in lieu of well-point system), Winch (Motor driven), Winch Cat, Winch Truck

CLASSIFICATION C: Compressor (Up to 500 c.f.), Concrete Paver or Mixer (under 16S), Concrete Pavement Spreaders & Finishers (not automatic), Conveyor (over 12 ft), Electric Submersible Pump (4" and over), Fine Grade Machine (non-automated), Fireman, Fork Lift ("with or without" attachments) 10 ton and under, Form Tamper, Generator (2,500 watts and over), Hydraulic Pump, Mechanical Heaters-More than two (2) mechanical heaters or any mechanical heater or heaters whose combined output exceeds 640,000 BTU's per hour (manufacturer's rating) plus one self contained heating unit (i.e. Sundog or Air Heat type, New Holland Hay Dryer type excluded), Mulching Machine, Oiler, Power Driven Welding Machine-300 amp and over (other than all electric). One Welding Machine under 300 amp will not require an engineer unless in a battery, Power Heaterman (hay dryer), Pumps-water and trash, Revinus Widener (road widener), Single Light Plant, Steam Cleaner or Jenny.

Per Hour:

	07/01/2013	01/01/2014	07/01/2014	01/01/2015
Building:				
Master Mechanic	\$33.20	\$33.45	\$33.95	\$34.20
Asst. Master Mechanic	32.03	32.28	32.78	33.03
Class A	31.43	31.68	32.18	32.43
Class B	29.55	29.80	30.30	30.55
Class C	25.79	26.04	26.54	26.79
Pile Dr. w/Bm/Ld 100ft+	33.18	33.43	33.93	34.18
Tower Crane (Plus boom length premium)	32.93	33.18	33.68	33.93
Crane/Derrick w/boom:				
" 150 ft to 199 ft add	\$1.75	\$1.75	\$1.75	\$1.75
" 200 ft to 299 ft add	\$2.75	\$2.75	\$2.75	\$2.75
" 300 ft and over add	\$3.75	\$3.75	\$3.75	\$3.75

NOTE: THE LENGTH PREMIUM IS IN ADDITION TO THE CRANE TONAGE PREMIUM LISTED BELOW.

ALL CRANES FROM 30 TO 64 TON - CLASS A RATE PLUS \$.50
ALL LATTICE BOOM CRANES 65 TON CAPACITY & OVER - CLASS A RATE PLUS \$ 1.75
ALL HYDRAULIC CRANES 65 TON TO 79 TON CAPACITY - CLASS A RATE PLUS \$ 1.10
ALL HYDRAULIC CRANES 80 TON TO 99 TON CAPACITY - CLASS A RATE PLUS \$ 1.25
ALL HYDRAULIC CRANES 100 TON CAPACITY AND OVER - CLASS A RATE PLUS \$ 1.75

ADDITIONAL \$2.00 per hr. if work requires Level A,B,C of Personal Protective Equipment listed in the Occup. Saf. & Health Guidance Manual for Hazardous Waste Site Activities. Paper dust masks are excluded from coverage in this section.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$22.10	\$22.10	\$23.10	\$23.10
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: 1000 hour terms

	07/01/2013	01/01/2014	07/01/2014	01/01/2015
1st term	\$18.86	\$19.01	\$19.31	\$19.46

2nd term	20.43	20.59	20.92	21.08
3rd term	22.00	22.18	22.53	22.70
4th term	25.14	25.34	25.74	25.94

SUPPLEMENTAL BENEFITS per hour worked: Same as Journeyman

6-545b.s

Operating Engineer - Heavy&Highway

12/01/2013

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES

NOTE: If a second employee is required by the employer for operation of any covered machine, they shall be an Oiler (Class C).

CLASS A: Asphalt Paver 100 h.p. and over (fixed screed 10' width and over), Extend a-mat paver, Automated Concrete Spreader, Automatic Fine Grader, Backhoe (except tractor-mounted, Blacktop Plant (automated) Boom Truck, Blacktop Roller (10,000 lb and over), Caisson Auger, Central Mix Conc. Plant (automated), Hydraulic crane (over 5 ton capacity), Concrete Curb Machine (Self-propelled, Slipform), Crane, Directional Boring/Drilling Machine and Locator, Derricks, Dragline, Dredge, Excavator (all purpose-hydraulic-Gradall or similar), Front End Loader (4c.y. & over), Head Tower (Sauerman or equal), Hoist (two or three drum), Hydrodemolition Equipment (self contained), Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Overhead Crane (Gantry or Straddle Type), Pavement Profiler (300 h.p. and over), Pile Driver, Power Grader, Road widener, Scraper, Shovel, Side Boom, Slip Form Paver, Trencher (over 75 h.p.), Truck Crane, Truck or Trailer mounted Chipper (self-feed), Tug Operator (craft over 26'), Tunnel Shovel, Vermeer Saw (over 75 h.p.), Welder.

CLASS B: Asphalt Paver under 100 h.p. (under 10 ft width), Automated slope paving machine, Backhoe (Tractor-Mounted), Belt loader, Tractor Drawn Belt Type Loader, Blacktop Plant (non-automated), Blacktop Roller (under 10,000 lb), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Bridge deck finishing machine, Cage Hoist, Central Mix Plant (Non Automated), All Concrete Batching Plants, Concrete pump, Hydraulic crane (5 tons & under), Compressors (4 or less exceeding 2,000 c.f.m. combined capacity), Concrete Paver over 16S, Belt Placer, Cableway, Core Drill (skid, trk mtd or track), Crusher, Diesel Pwr Unit, Drill Rigs (Self Contained, Self Propelled or Hydrolic), Drill Rigs (Truck/Tractor mounted), Fork Lift, F.E.Loader(under 4 cy), Hi-Press Boiler(15 lbs & over), Hoist(One Drum), Hydro Axe, Kolman Plant Loader & similar type loaders, Locomotive, Lubrication Eng/Greaseman, Material Handling Knuckle Boom Truck 5 ton & over, Mixer (for stabilized base-self propelled), Pavement Profiler (under 300 h.p.), Plant Engineer, Pump crete, Refrigeration Equipment (for soil stabilization), Roller (above sub grade) under 10,000lb, Sea Mule, Skid Steer Bobcat Type Loader, Self-propelled rubbleizer, Stationary central compressed air plant (5000cfm and up), Telehandler, Tractor with Dozer and/or Pusher, Trencher (under 75 h.p.), Tugger Hoist, Vermeer Saw (ride-on)under 75 h.p., Winch and Winch Cat, Log Skidder, Hydra-spiker (ride on), All ride-on Tie Extractors, Tie Handlers, Tie Inserters, Tie spacers and Track Liners, Work Boat Operator including LCM's

CLASS C: Aggregate Plant, A Frame Truck, Ballast Regulator (ride-on), Boiler (used in conjunction with production), Cement & Bin operator, Compressors (4 under 2,000 cfm combined capacity, or 3 or less with more than 1200 cfm 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, Concr Paver or Mixer (16s & under), Conc Saw (self propelled), Concrete Pavement Spreaders and Finishers, Conveyor, Drill Locator, Electric Pump Used in Conjunction with Well Point System, Span Saw (Ride on), Farm Tractor with accessories, Form Tamper, Grout Pump, Gunit Machine, Hammers (hydraulic-self propelled), Hydraulic Pump (jacking system), Light plants, Mulching Mach., Oiler, Parapet concrete or pavement grinder, Post Hole Digger & Post Driver, Power Sweeper, Power Heaterman, Roller (grade & fill), Scarifier (ride-on), Shell Winder, Steam Cleaner Tamper (ride-on), Submersible Electric Pump (when used in lieu of well point system), Tractor, Material Handling Knuckle Boom Truck (under 5 ton), Vacuum machine (self propelled) Vibratory Compactor, Well point.

SINGLE IRREGULAR WORK SHIFT:

A single irregular work shift can start any time from 5:00 PM to 1:00 AM. All employees who work a single irregular work shift on governmental mandated night work shall be paid an addtl \$2.00 per hour. Sect 10 will be effective for work bid on or after July 1, 2001.

Wages per hour:

	07/01/2013	07/01/2014
Master Mechanic	\$35.80	\$37.15
CLASS A	34.45	35.80
CLASS B	33.57	34.92
CLASS C	30.29	31.64

PIPELINE: Master mechanic, Class A and Class B rates apply. NO CRANE PREMIUM ON PIPELINE WORK

NOTE:

All cranes and boom trucks, 49 tons and under, or with boom and jib working length under 115 ft. = Class "A" rate and \$1.00 per hour.

All cranes and boom trucks 50 tons and over, or with boom and jib working length of 115 ft. through 149 ft. = Class "A" rate and \$2.50 per hour.

All cranes and boom trucks 50 tons and over, and with boom and jib working length 150 ft. and over = Class "A" rate and \$3.50 per hour.

Tower Crane - additional \$2.00 per hour.

Additional \$3.00 per hour for EPA or DEC classified toxic or hazardous waste work OR where an employee is required by regulations to use or wear personal protection.

SUPPLEMENTAL BENEFITS

Per hour worked:

07/01/2013

07/01/2014

Journeyman

\$23.70

\$24.45

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid:

See (5, 6) on HOLIDAY PAGE

Overtime:

See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage based on the "B" rate class

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

SUPPLEMENTAL BENEFITS: same as Journeyman

6-545h

Operating Engineer - Marine Construction

12/01/2013

JOB DESCRIPTION Operating Engineer - Marine Construction

DISTRICT 4

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:

DREDGING OPERATIONS

07/01/2013

CLASS A

Operator, Leverman,

\$ 32.89

Lead Dredgeman

CLASS A1

Dozer, Front Loader

Operator

To conform to Operating Engineer

Prevailing Wage in locality where work is being performed including benefits.

CLASS B

Spider/Spill Barge Operator,

\$ 28.49

Tug Operator(over1000hp),

OperatorII, Fill Placer,

Derrick Operator, Engineer,

Chief Mate, Electrician,

Chief Welder,

Maintenance Engineer

Certified Welder,

\$ 26.84

Boat Operator(licensed)

CLASS C

Drag Barge Operator,

\$ 26.14

Steward, Mate,

Assistant Fill Placer,

Welder (please add)\$ 0.06

Boat Operator \$ 25.29

CLASS D

Shoreman, Deckhand, \$ 21.09
Rodman, Scowman, Cook,
Messman, Porter/Janitor

Oiler(please add)\$ 0.09

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B 07/01/2013
\$ 8.45 plus 7%
of straight time
wage overtime hours
add \$ 0.63

All Class C \$ 8.10 plus 8%
of straight time
wage overtime hours
add \$ 0.48

All Class D \$ 7.85 plus 8%
of straight time
wage overtime hours
add \$ 0.33

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-MarConst

Operating Engineer - Survey Crew

12/01/2013

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 6

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 boundry line of the City of Poughkeepsie north.

Genesee: Only that 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

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief- One who directs a survey party.

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

Rod person- One who holds the rods and, in general, assists the Survey Party.

	07/01/2013	07/01/2014	07/01/2015
Party Chief	\$ 34.02	\$ 35.49	\$ 36.53
Instrument person	31.16	32.53	33.46
Rod person	22.75	23.83	24.46

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	\$ 22.25	\$ 22.75	\$ 23.75
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: One year or 1000 hour terms at the following wage rates.

	07/01/2013	07/01/2014	07/01/2015
1st year	\$ 13.65	\$ 14.30	\$ 14.68
2nd year	15.93	16.68	17.12
3rd year	18.20	19.06	19.57

SUPPLEMENTAL BENEFITS per hour worked:

\$ 22.25	\$ 22.75	\$ 23.75
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6-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

12/01/2013

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 6

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: Entire county except that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES

Per hour:

Feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

SURVEY CLASSIFICATIONS:

Party Chief- One who directs a survey party.

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

Rod person- One who holds the rods and in general, assists the Survey Party.

	07/01/2013	07/01/2014	07/01/2015
Party Chief	\$34.02	\$35.49	\$36.53
Instrument person	31.16	32.53	33.46
Rod person	22.75	23.83	24.46

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:

\$22.25	\$22.75	\$23.75
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Operating Engineer - Tunnel

12/01/2013

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 5

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, Schoenectady, 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 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 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 linedrawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

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 other 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 nad below, including boom trucks, to be paid \$2.00 per hour over Class A rate.

MASTER MECHANIC/CHIEF TUNNEL ENG.:

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; Any Mechanical Shaft Drill; Excavator (all purpose-hydraulic-Gradall or Similar); Fork Lift (factory rated 15 ft and over); Front End Loader (4 c.y. & over); Gradall; Head Tower (Sauerman or Equal), Hoist Shaft; Hoist (two or three Drum); Mine Hoist; Maintenance Engineer (Shaft and Tunnel) ; Mine Hoist; Mucking Machine or Mole, Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Mach.; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, he shall be an Oiler); Tractor Drawn Belt Type Loader; Tripper/Maintenance Eng.(Shaft & Tunnel); Truck or Trailer Mounted Log Chipper (self-feeding); Tug Operator (Manned rented equip. excluded); Tunnel Shovel; Mining Machine(Mole and Similar Types).

CLASS B: Automated Central Mix Concrete Plant; Backhoe Trac-Mtd, Rubber Tired); Backhoe (topside); Bitum. Spred. & Mixer, Blacktop Plant non-automated); Blast or Rotary Drill (Truck or Tractor Mounted); Boring Machine; Cage Hoist; Central Mix Plant(NonAutomated) and 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 c.y.); Grayco Epoxy Machine; Hoist (One Drum); Hoist 2 or 3 Drum (Topside); Kolman Plant Loader & Similar Type Loaders (if Employer requires another person to clean the screen or to maintain the equipment, he shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maint. Eng. (Topside); Grease Man; Welder; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Eng.; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Mach.; Shovel (Topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Winch and Winch Cat.

CLASS C: A Frame Truck; Ballast Regulator (ride-on); Compressors (4 under 2,000 cfm combined capacity; or 3 or less with more than 1200 cfm. but not to exceed 2,000 cfm); Compressors (any size but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-4 of any type or combination); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill well; Elec Pump Used in Conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; ForkLift (under 15 ft); Grout Pump (over (5) cu. ft.; Gunite Machine; Hammers (hydraulic- self propel.); Hydra-Spiker-Ride on; Hydra-Blaster; Hydra Blaster (water); Motorized Form Carrier; Post Hole Digger & Post Driver; Power Sweep; Roller grade & fill); Scarifer (Ride on); Span-Saw (Ride-on); Submersible Electric Pump (when used in lieu of well point system); Tamper (Ride-on); Tie-Extractor, Tie Handler, Tie Insertor, Tie Spacer and 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, Vvelding Machines, Light Plants-3 or less-any type or combination); Concrete Saw (self propelled); Fireman; Form Tamper; Hydraulic Pump (jacking system); Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broome towed; Power Heaterman; Revinus Widener; Shell Winder; Steam Cleaner and Tractor; Greaseman; Junior Engineer.

Per hour:	07/01/2013	07/01/2014
Crane 1	\$ 42.48	\$ 43.68
Crane 2	41.48	42.68
Crane 3	40.48	41.68

Master Mechanic	40.61	41.81
CLASS A	38.48	39.68
CLASS B	37.26	38.46
CLASS C	34.47	35.67
CLASS D	31.46	32.66

On hazardous waste work bid, 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, the Operating Engineer shall receive the hourly wage plus \$5.00 per hour. Fringe benefits will be paid at the contractual hourly wage.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 23.65	\$ 24.55
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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

REGISTERED APPRENTICES

(1000) hours terms at the following percentages.

1st term	60% of Class D
2nd term	65% of Class C
3rd term	70% of Class B
4th term	75% of Class A

Supplemental Benefits per hour paid:

\$ 23.65	\$ 24.55
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5-832TL

Painter

12/01/2013

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/2013	05/01/2014	05/01/2015
		Additional	Additional
Bridge*	\$ 36.95	\$ 2.00	\$ 2.25
Tunnel*	36.95	2.00	2.25
Tank*	34.95	2.00	2.25

For Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

* Note an additional \$1.00 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 22.00

OVERTIME PAY

Exterior work only See (B, E4*, F, R) on OVERTIME PAGE.

All other work See (B, F, R) 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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental benefits per hour worked:

1st & 2nd terms	\$ 3.02
3rd & 4th terms	5.02
5th & 6th terms	6.02

3-4 Bridge, Tunnel, Tank

Painter

12/01/2013

JOB DESCRIPTION Painter

DISTRICT 2

ENTIRE COUNTIES

Cortland, Tompkins

WAGES

Per hour:	07/01/2013	05/01/2014 *Additional	05/01/2015 *Additional	05/01/2016 *Additional
Brush, Roller, Taper	\$24.40	\$0.30	\$0.60	\$0.60
Bosun Chair, Swing Scfd	25.00	0.30	0.60	0.60
Window Platform	25.00	0.30	0.60	0.60
Structural Steel	25.00	0.30	0.60	0.60
Spray Painting	25.40	0.30	0.60	0.60
Sandblasting	25.30	0.30	0.60	0.60
Spray Epoxy	25.90	0.30	0.60	0.60
Brush-Roller Epoxy	25.50	0.30	0.60	0.60

*To be allocated at a later date

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **

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,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked:
\$16.58

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: 750 hour terms at the following percentage of Journeyman's Brush-Roller wage.

1A	1B	2A	2B	3A	3B	4A	4B
50%	55%	60%	65%	70%	75%	80%	90%

GRANDFATHERED APPRENTICES: Apprentices already indentured as of 05/01/2012

4000-5001 Hrs.	5001-6000 Hrs.	6001-7000	7001-8000
70%	75%	80%	90%

SUPPLEMENTAL BENEFITS per hour worked:

1st & 2nd Terms	\$5.04
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3rd Term 5.68
4th Term 6.18

2-178 I

Painter - Metal Polisher

12/01/2013

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 9

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

07/01/2013

Metal Polisher \$ 27.15
Metal Polisher** \$ 28.24
Metal Polisher*** \$ 30.65

**Note: Applies on New Construction & complete renovation

*** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2013

Journeyworker:

All classification \$ 13.61

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:

1st	2nd	3rd
\$11.00	\$12.50	\$15.50

Supplemental benefits:

Per hour paid:

1st	2nd	3rd
\$ 9.94	\$10.31	\$10.51

9-8A/28A-MP

Plumber

12/01/2013

JOB DESCRIPTION Plumber

DISTRICT 6

ENTIRE COUNTIES

Chemung, Cortland, Onondaga, Schuyler, Tompkins

PARTIAL COUNTIES

Madison: Only the Townships of Sullivan, Cazenovia and De Ruyter.

Seneca: Only the Townships of Covert and Lodi.

Steuben: Only the Townships of Addison, Bath, Bradford, Campbell, Canton, Corning, Erwin, Hornby, Lindley, Pulteney, Rathbone, Thurston, Tuscarora, Urbana and Wayne.

Tioga: Only the Townships of Barton, Berkshire, Candor, Richford, Spencer, Nichols and Tioga.

WAGES

Per hour: 07/01/2013 05/01/2014
*Additional

Plumber/Steamfitter	\$30.36	\$1.55
Pipefitter/Welder/HVAC	30.36	1.55
Refrigeration	30.36	1.55

*To be allocated at a later date.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS FOR AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1st Shift	7:30 AM to 4:00 PM	\$ 30.36
2nd Shift	4:00 PM to 12:00 AM	ABOVE RATE PLUS 15%
3rd Shift	12:00 AM to 7:30 AM	ABOVE RATE PLUS 20%

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$22.07
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OVERTIME PAY

Time & 1/2 for 9th & 10th hours Monday thru Friday and first 10 hours on Saturday. All other O.T. hours are double-time.

HOLIDAY

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: One year terms

1st - \$15.18	2nd - \$16.70	3rd - \$18.22	4th - \$21.25	5th - \$25.81
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SUPPLEMENTAL BENEFITS per hour worked:

1st - \$10.30	2nd - \$19.71	3rd - \$19.97	4th - \$20.49	5th - \$21.29
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6-267-SF

Roofer

12/01/2013

JOB DESCRIPTION Roofer

DISTRICT 2

ENTIRE COUNTIES

Broome, Chemung, Chenango, Delaware, Otsego, Schoharie, Schuyler, Steuben, Tioga, Tompkins

WAGES

Per hour: 07/01/2013

Roofer, Waterproofer	\$23.62
Pitch Work	24.37

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$14.07
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: Six month terms at the following percentage of Journeyman's wage.

1st.	2nd.	3rd.	4th.	5th.	6th.
60%	65%	70%	75%	80%	90%

SUPPLEMENTAL BENEFITS per hour:

1st term	\$11.33
2nd term	11.64
3rd term	11.96
4th term	12.28
5th term	12.60

6th term 13.23

2-203elmi

Sheetmetal Worker

12/01/2013

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 2

ENTIRE COUNTIES

Allegany, Broome, Chemung, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

WAGES

Per hour:

SINGLE IRREGULAR WORK SHIFT: A single irregular work shift can start any time from 4:30PM to 12:30AM. All journeymen who work a single irregular work shift on government mandated night work shall be paid an additional \$3.25 per hour. Apprentices rates to be calculated at the appropriate percentage of Journeyman rate.

07/01/2013

Sheetmetal Worker \$27.63
Polyresin Fiberglass 27.73

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman: \$16.62

OVERTIME PAY

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

* time and one half the ninth and tenth hours then double time

**time and one half for the first ten hours then double time

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES per hour: Half year terms.

1st	2nd	3rd	4th	5th	6th	7th	8th
\$11.05	12.43	\$13.82	\$15.20	\$16.58	\$17.96	\$19.34	\$22.10

SUPPLEMENTAL BENEFITS per hour worked:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$1.06	\$7.45	\$12.77	\$12.86	\$12.95	\$13.03	\$13.12	\$13.29

2-112

Sprinkler Fitter

12/01/2013

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

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, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

WAGES

Per hour 07/01/2013
Sprinkler \$ 29.83
Fitter

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 20.52

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 PRIOR TO 04/01/2010:

One Half Year terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 15.08	\$ 15.08	\$ 16.26	\$ 17.77	\$ 19.28	\$ 20.79	\$ 22.29	\$ 23.80	\$ 25.31	\$ 26.82

Supplemental Benefits per hour worked

07/01/2013

1st & 2nd Terms	\$ 8.60
3rd Term	14.87
4th Term	14.91
5th Term	20.21
6th Term	20.25
7th Term	20.30
8th Term	20.34
9th Term	20.39
10th Term	20.43

For Apprentices HIRED ON OR AFTER 04/01/2010:

One Half Year terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 13.57	\$ 15.08	\$ 16.26	\$ 17.77	\$ 19.28	\$ 20.79	\$ 22.29	\$ 23.80	\$ 25.31	\$ 26.82

Supplemental Benefits per hour worked

07/01/2013

1st Term	\$ 8.56
2nd Term	8.60
3rd Term	14.87
4th Term	14.91
5th Term	15.46
6th Term	15.50
7th Term	15.55
8th Term	15.59
9th Term	15.64
10th Term	15.68

1-669

Teamster - Building / Heavy&Highway

12/01/2013

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Cortland, Seneca, Tompkins, Yates

PARTIAL COUNTIES

Allegany: Only the Townships of Almond, Alfred, Burns and West Almond.

Steuben: Only the Townships of Avoca, Canisteo, Cohocton, Dansville, Freemont, Greenwood, Hartsville, Hornell, Howard, Jasper, Prattsburg, Pulteney, Troupsburg, West Union and Wheeler.

WAGES

Per hour:

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers & Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers, Tandems & Batch Trucks, Mechanics, Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP 2: Specialized Earth Moving Equipment- Euclid type, or similar off- highway equipment, 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.

	07/01/2013	07/01/2014	07/01/2015
GROUP #1	\$21.74	\$22.47	\$23.23
GROUP #2	21.94	22.67	23.43

For work bid on or after April 1, 1982 there shall be a 12 month carry over of the negotiated rate in effect at the time of bid.

**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour paid:

\$20.33	\$21.10	\$21.84
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OVERTIME PAY

See (B, E2, J) on OVERTIME PAGE

HOLIDAY

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

6-317bhh

Welder

12/01/2013

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 07/01/2013

Welder (To be paid the same rate of the mechanic performing the work)

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.

- (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
- (A) Time and one half of the hourly rate after 7 hours per day
- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (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
- (B) Time and one half of the hourly rate after 8 hours per day
- (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.
- (E5) Double time after 8 hours on Saturdays
- (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
- (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
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays, if worked

- (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.

NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day



New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone: ()

Fax: ()

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE:

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT:

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:

Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

☐ 1. New Building

☐ 2. Addition to Existing Structure

☐ 3. Heavy and Highway Construction (New and Repair)

☐ 4. New Sewer or Waterline

☐ 5. Other New Construction (Explain)

☐ 6. Other Reconstruction, Maintenance, Repair or Alteration

☐ 7. Demolition

☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT:

☐ Construction (Building, Heavy
Highway/Sewer/Water)

☐ Tunnel

☐ Residential

☐ Landscape Maintenance

☐ Elevator maintenance

☐ Exterminators, Fumigators

☐ Fire Safety Director, NYC Only

☐ Guards, Watchmen

☐ Janitors, Porters, Cleaners,
Elevator Operators

☐ Moving furniture and
equipment

☐ Trash and refuse removal

☐ Window cleaners

☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐

NO ☐

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements

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>

NYSDOL Bureau of Public Work Debarment List 12/05/2013

Article 8

AGENCY	Fiscal Officer	PEN	EMPLOYER NAME	EMPLOYER DUNS #	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		4618 FOSTER AVE LLC		C/O KAHAN & KAHAN 225 BROADWAY-SUITE 715NEW YORK NY 10007	02/05/2013	02/05/2018
DOL	NYC		A & T IRON WORKS INC		25 CLIFF STREET NEW ROCHELLE NY 10801	12/21/2009	12/21/2014
DOL	DOL	*****0711	A ULIANO & SON LTD		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL		A ULIANO CONSTRUCTION		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	NYC	*****5804	AAR/CO ELECTRIC INC		5902 AVENUE N BROOKLYN NY 11234	03/20/2009	03/20/2014
DOL	NYC	*****4486	ABBEY PAINTING CORP		21107 28TH AVENUE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	*****9095	ABDO TILE CO		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****9095	ABDO TILE COMPANY		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****8488	ABELCRAFT OF NEW YORK CORP		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	*****1219	ABSOLUTE GENERAL CONTRACTING INC		1229 AVENUE U BROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DOL	*****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10642	08/27/2013	08/27/2018
DOL	DOL		ADAM A CEMERYS		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	07/08/2015
DOL	DOL	*****7584	ADAM'S FLOOR COVERING LLC		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	02/15/2017
DOL	DOL		ADESUWA UWUIGBE		P O BOX 21-1022 BROOKLYN NY 11221	06/16/2012	06/16/2017
DOL	DOL		AFFORDABLE PAINTING PLUS		387 GREEVES ROAD NEW HAMPTON NY 10958	10/01/2010	10/01/2015
DOL	DOL	*****2538	AGG MASONRY INC		190 72ND ST - SUITE 721 BROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL		ALBERT CASEY		43-28 54TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	DOL		ALEJANDRO MATOS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREETASTORIA NY 11105	08/27/2011	08/27/2016
DOL	DOL		ALISHER KARIMOV		C/O AGG MASONRY INC 7105 3RD AVENUEBROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL	*****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/15/2017
DOL	DOL	*****8534	ALPHA INTERIORS INC		513 ACORN STREET/ SUITE C DEER PARK NY 11729	05/27/2010	05/27/2015
DOL	DOL	*****4274	AMERICAN STEEL MECHANICAL INC		693 PAINTER STREET MEDIA PA 19063	02/20/2013	02/20/2016
DOL	NYC		ANDERSON LOPEZ		670 SOUTHERN BLVD BRONX NY 10455	08/14/2011	08/14/2016
DOL	DOL		ANDREW DIPPAUL		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	12/11/2012	12/11/2017
DOL	NYC		ANDRZEJ WROBEL		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	AG		ANTHONY BRANCA		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/18/2012	05/18/2017
DOL	DOL		ANTHONY POSELLA		30 GLEN HOLLOW ROCHESTER NY 14622	10/19/2009	10/19/2014
DOL	DOL		ANTHONY TAORMINA		215 MCCORMICK DRIVE BOHEMIA NY 11716	05/20/2009	05/20/2014
DOL	DOL		ANTHONY ULIANO		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL	*****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/24/2017
DOL	DOL	*****8688	ARC MECHANICAL CORP		215 MCCORMICK DRIVE BOHEMIA NY 11716	05/20/2009	05/20/2014
DOL	NYC		ARIE BAR		5902 AVENUE N BROOKLYN NY 11234	03/20/2009	03/20/2014

NYSDOL Bureau of Public Work Debarment List 12/05/2013

Article 8

DOL	DOL	*****9336	ARTIERI SPECIALTIES LLC	SWITZER SALES	107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014
DOL	DOL	*****3953	ASCPAPE LANDSCAPE & CONSTRUCTION CORP		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	07/26/2017
DOL	DOL	*****2993	AST DRYWALL & ACOUSTICS INC		46 JOHN STREET - STE 711 NEW YORK NY 10038	12/16/2008	12/16/2013
DOL	DOL	*****2534	B & B CONCRETE CONTRACTORS INC		55 OLD TURNPIKE ROAD SUITE 812NANUET NY 10954	02/04/2011	02/04/2016
DOL	NYC		BASIL ROMEO		243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015
DOL	DOL	*****2294	BEDELL CONTRACTING CORP		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		BENNY VIGLIOTTI		C/O LUVIN CONSTRUCTION CO P O BOX 357CARLE PLACE NY 11514	03/15/2010	03/15/2015
DOL	DOL	*****6999	BEST ROOFING OF NEW JERSEY LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		BIAGIO CANTISANI		200 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	NYC	*****8377	BOSPHORUS CONSTRUCTION CORPORATION		3817 KINGS HIGHWAY-STE 1D BROOKLYN NY 11234	06/30/2010	06/30/2015
DOL	DOL		BRIAN HOXIE		2219 VALLEY DRIVE SYRACUSE NY 13207	12/04/2009	12/04/2014
DOL	DOL	*****9643	BROOKS BROTHERS PAINTING		200 BUELL ROAD, SUITE C10 ROCHESTER NY 14624	09/24/2013	09/24/2018
DOL	DOL	*****4311	C & F SHEET METAL CORP		201 RICHARDS STREET BROOKLYN NY 11231	02/25/2009	02/24/2014
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		CANTISANI HOLDING LLC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	*****1143	CARMODY BUILDING CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	*****3368	CARMODY CONCRETE CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL		CARMODY CONTRACTING CORP		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	*****6215	CARMODY CONTRACTING INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY ENTERPRISES LTD		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY INDUSTRIES INC		442 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY MAINTENANCE CORP		106 KISCO AVENUE MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	*****0324	CARMODY MASONRY CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY "2" INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	*****9721	CATENARY CONSTRUCTION CORP		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	10/20/2014
DOL	DOL	*****1683	CATONE CONSTRUCTION COMPANY INC		294 ALPINE ROAD ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL		CATONE ENTERPRISES INC		225 DAKOTA STREET ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL	*****8530	CAZ CONTRACTING CORP		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	*****7924	CBI CONTRACTING INCORPORATED		2081 JACKSON AVENUE COPIAGUE NY 11726	06/03/2010	06/03/2015
DOL	DOL	*****5556	CERTIFIED INSTALLERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		CHARLES OKRASKI		67 WARD ROAD SALT POINT NY 12578	01/21/2011	01/21/2016
DOL	DOL		CHARLES RIBAUDO		513 ACORN ST - SUITE C DEER PARK NY 11729	05/27/2010	05/27/2015
DOL	DOL		CHAUCEY BROOKS	BROOKS BROTHERS PAINTING	200 BUELL ROAD, SUITE C10 ROCHESTER NY 14624	09/24/2013	09/24/2018
DOL	DOL	*****1416	CHEROMINO CONTROL GROUP LLC		61 WILLET ST - SUITE 14 PASSAIC NJ 07055	12/03/2009	02/23/2017
DOL	DOL		CHRIS SAVOURY		44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016

NYSDOL Bureau of Public Work Debarment List 12/05/2013

Article 8

DOL	DOL		CHRIST R PAPAS		C/O TRAC CONSTRUCTION INC 9091 ERIE ROADANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		CHRISTOF PREZBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		CITY GENERAL BUILDERS INC		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	*****7086	CITY GENERAL IRON WORKS INC		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	NYC	*****1768	COFIRE PAVING CORPORATION		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL	*****8342	CONKLIN PORTFOLIO LLC		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016
DOL	DOL	*****4175	CONSOLIDATED INDUSTRIAL SERVICES INC		2051 ROUTE 44/55 MODENA NY 12548	12/11/2012	01/28/2018
DOL	DOL		CONSTANTINOS ZERVAS		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	*****5740	CORTLAND GLASS COMPANY INC		336 TOMPKINS STREET CORTLAND NY 13045	10/21/2010	07/15/2016
DOL	NYC	*****8777	CROSSLAND ELECTRICAL SYSTEMS INC		846 EAST 52ND STREET BROOKLYN NY 11203	12/19/2008	12/29/2013
DOL	DOL	*****1804	CUSTOM GARDEN LANDSCAPING INC		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	DOL	*****9453	D & D MASON CONTRACTORS INC		158-11 96TH STREET HOWARD BEACH NY 11414	09/25/2009	09/25/2014
DOL	DOL	*****0810	D & G PAINTING & DECORATING INC		53 LITTLE COLLABAR ROAD MONTGOMERY NY 12548	04/19/2012	04/19/2017
DOL	DOL		DANIEL CELLUCCI ELECTRIC		17 SALISBURY STREET GRAFTON MA 01519	09/02/2010	06/02/2015
DOL	DOL	*****7129	DANIEL T CELLUCCI	DANIEL CELLUCCI ELECTRIC	17 SALISBURY STREET GRAFTON MA 01519	09/02/2010	06/02/2015
DOL	DOL		DARREN MAYDWELL		115 LEWIS STREET YONKERS NY 10703	05/12/2009	05/12/2014
DOL	DOL		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	DOL	*****2311	DELCON CONSTRUCTION CORP		220 WHITE PLAINS ROAD TARRYTOWN NY 10591	08/27/2009	08/27/2014
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		DEMETRIOS KOUTSOURAS		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	DOL	*****9868	DESANTIS ENTERPRISES		161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	09/24/2018
DOL	DOL		DIANE DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL		DONALD NOWAK		10 GABY LANE CHEEKTOWAGA NY 14227	10/15/2009	10/15/2014
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11050	09/24/2012	09/24/2017
DOL	DOL		DRAGOLJUB RADOJEVIC	61 WILLET ST - SUITE 14	PASSAIC NJ 07055	12/03/2009	07/09/2015
DOL	NYC	*****8176	E N E L ELECTRICAL CORP		1107 MCDONALD AVENUE BROOKLYN NY 11230	07/30/2010	07/30/2015
DOL	DOL		EARL GALBREATH		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	*****8011	ECO CLEANING CONTRACTORS INC		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	NYC	*****8074	ECONOMY IRON WORKS INC		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		EDWARD L GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	NYC	*****8280	EL TREBOL SPECIAL CLEANING INC		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	DOL		ELLEN DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	09/24/2018

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DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL	*****8101	ENHANCED DATA COM INC		75 SHERBROOK ROAD NORTH BABYLON NY 11704	07/01/2010	07/01/2015
DOL	DOL		ERIKA BARNETT		253 BEACH BREEZE LANE UNIT BARVERNE NY 11692	02/05/2013	02/05/2018
DOL	DOL		ESTEVEZ & FRAGA CONSTRUCTION CO INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		ESTEVEZ & FRAGA INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		EVELIO ELLEDIAS		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL		FERNANDO GOMEZ		201 RICHARDS STREET BROOKLYN NY 11231	02/25/2009	02/25/2014
DOL	DOL	*****0768	FISHER CONCRETE INC		741 WELSH ROAD JAVA CENTER NY 14082	04/08/2009	04/08/2014
DOL	DOL	*****5867	FJM-FERRO INC		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
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		FMS		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL	*****8087	FORTH SPORT FLOORS INC		P O BOX 74 EAST GREENBUSH NY 12061	02/29/2012	10/01/2017
DOL	NYC		FRANK ACOCCELLA		68 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	12/11/2014
DOL	DOL		FRANK MICELI JR	G/O FRANK MICELI JR CONTRACTING 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		FRANK ORTIZ		75 SHERBROOK ROAD NORTH BABYLON NY 11704	07/01/2010	07/01/2015
DOL	DOL		FRED ABDO	ABDO TILE COMPANY AKA ABDO TILE CO	6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****9202	G & M PAINTING ENTERPRISES INC		13915 VILLAGE LANE RIVERVIEW MI 48182	02/05/2010	02/05/2015
DOL	DOL		GARY MCDOWELL	GM CONSTRUCTI ON & LAWN CARE SERVICE	76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	*****8826	GBE CONTRACTING CORPORATION		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	NYC		GELSOMINA TASSONE		25 CLIFF STREET NEW ROCHELLE NY 10801	06/15/2010	06/15/2015
DOL	DOL		GEORGE A PATTI III		P O BOX 772 JAMESTOWN NY 14701	06/13/2010	06/13/2015
DOL	NYC		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GEORGE SHINAS		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	DOL		GERALD A POLLOCK		336 TOMPKINS STREET CORTLAND NY 13045	06/29/2010	07/15/2016
DOL	DOL		GERALD F POLUCH JR		2085 BRIGHTON HENRIETTA TOWN LINE ROAD ROCHESTER NY 14623	11/04/2010	11/04/2015
DOL	DOL	*****1075	GLOBAL TANK CONSTRUCTION LLC		P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL	*****0878	GM CONSTRUCTION & LAWN CARE SERVICE		76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	*****0090	GOLDS FLOORING INSTALLATIONS INC		25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL	*****4013	GR GRATES CONSTRUCTION CORPORATION		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/14/2015
DOL	DOL		GRATES MERCHANT NANNA INC		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/15/2015
DOL	DOL		GREGG G GRATES		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/14/2015
DOL	DOL		GRETCHEN SULLIVAN		P O BOX 130 CRETE IL 60417	11/10/2011	11/10/2016

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DOL	DOL	*****9985	GROUND LEVEL CONSTRUCTION		10 GABY LANE CHEEKTOWAGA NY 14227	10/15/2009	10/15/2014
DOL	DOL	*****7735	GRYF CONSTRUCTION INC		394 SPOTSWOOD-ENGLISH RD MONROE NJ 08831	08/08/2011	08/08/2016
DOL	DOL	*****8456	GUILLO CONTRACTING CORP		P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	DOL		GUS PAPASTEFANOU		C/O D & G PAINTING & DECO 53 LITTLE COLLABAR ROADMONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL		H.H. RAUH CONSTRUCTION, LLC		2930 RT. 394 ASHVILLE NY 14710	01/14/2011	01/14/2016
DOL	DOL	*****2498	H.H. RAUH CONTRACTING CO., LLC		2930 RT. 394 ASHVILLE NY 14710	01/14/2011	01/14/2016
DOL	DOL		H.H. RAUH PAVING, INC.		7 WEST 1ST ST. LAKEWOOD NY 14750	01/14/2011	01/14/2016
DOL	DOL		HALSSAM FOSTOK		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	DOL	*****5405	HARD LINE CONTRACTING INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL		HI-TECH CONTRACTING CORP		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	*****4331	HIDDEN VALLEY EXCAVATING INC		225 SEYMOUR STREET FREDONIA NY 14063	02/08/2011	02/08/2016
DOL	DOL	*****9883	HOXIE'S PAINTING CO INC		2219 VALLEY DRIVE SYRACUSE NY 13207	12/04/2009	12/04/2014
DOL	DOL	*****6429	IDM ENTERPRISES INC		60 OUTWATER LANE GARFIELD NJ 07026	05/09/2009	05/09/2014
DOL	DOL	*****8426	IMPERIAL MASONRY RESTORATION INC		141 ARGONNE DRIVE KENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL	*****7561	INDUS GENERAL CONSTRUCTION		33-04 91ST STREET JACKSON HEIGHTS NY 11372	04/28/2010	04/28/2015
DOL	DA	*****1958	IRON HORSE ONE INC		10 ROSWELL AVENUE OCEANSIDE NY 11572	09/30/2010	09/30/2015
DOL	DOL		ISABEL FRAGA		C/O THREE FRIENDS CONSTR 988 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		IVAN D MARKOVSKI		60 OUTWATER LANE GARFIELD NJ 07026	05/09/2009	05/09/2014
DOL	DOL		J & N LEASING AND BUILDING MATERIALS		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/11/2009	08/11/2014
DOL	DOL	*****7598	J M RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	10/16/2018
DOL	DOL	*****1584	J M TRI STATE TRUCKING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13208	10/21/2009	10/21/2014
DOL	DOL		J N RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	10/16/2018
DOL	DOL	*****9368	J TECH CONSTRUCTION		PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		J THE HANDYMAN			09/24/2012	09/24/2017
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	*****2686	JAG INDUSTRIES INC		175 BROAD ST - SUITE 320 GLENS FALLS NY 12801	09/16/2013	09/16/2018
DOL	DOL		JAMES SICKAU		3080 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL		JAMES WALSH		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL		JASON M RICH		P O BOX 268 STILLWATER NY 12170	09/16/2013	10/16/2018
DOL	DOL		JAY PRESUTTI		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	01/28/2013	01/28/2018
DOL	DOL		JEFFREY A NANNA		502 WOODBURNE DRIVE UTICA NY 13502	06/14/2010	06/14/2015
DOL	DOL		JEFFREY ARTIERI		107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014
DOL	DOL		JERALD HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018

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DOL	DOL		JOHN BUONADONNA		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	DOL		JOHN CATONE		C/O CATONE CONSTRUCTION 294 ALPINE ROAD ROCHESTER NY 14612	03/09/2012	03/09/2017
DOL	DOL		JOHN DESCUL		437 SUNRISE HIGHWAY WEST BABYLON NY 11704	08/12/2013	08/12/2018
DOL	NYC		JOHN DITURI		1107 MCDONALD AVENUE BROOKLYN NY 11230	07/30/2010	07/30/2015
DOL	NYC		JOHN FICARELLI		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		JOHN H LEE	JOHN LEE QUALITY PAVING	67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL		JOHN JIULIANI		222 GAINSBORG AVENUE E WEST HARRISON NY 10804	05/10/2010	05/10/2015
DOL	DOL	*****1749	JOHN LEE QUALITY PAVING		67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL	*****2701	JOHN SMYKLA	AFFORDABLE PAINTING PLUS	387 GREEVES ROAD NEW HAMPTON NY 10958	10/01/2010	10/01/2015
DOL	DOL	*****9368	JORGE I DELEON	J TECH CONSTRUCTION	PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		JORGE OUVINA		344 SOUNDVIEW LANE COLLEGE POINT NY 11353	11/22/2011	11/22/2016
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/15/2017
DOL	DOL		JOSEPH CASUCCI		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL		JOSEPH MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		JOSEPH MONETTE		C/O JOHN MONETTE 140 ARMSTRONG AVENUE SYRACUSE NY 13208	10/21/2009	10/21/2014
DOL	DOL		JOYA MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/2002
DOL	DOL		K NELSON SACKOOR		16 JOY DRIVE NEW HYDE PARK NY 11040	01/05/2010	01/05/2015
DOL	NYC		KAMIL OZTURK		3715 KINGS HWY - STE 1D BROOKLYN NY 11234	08/30/2010	08/30/2015
DOL	DOL		KAREN HARTMAN		C/O GUILLO CONTRACTING P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	DOL		KEITH SCHEPIS		C/O KJS HAULING AND HOME 95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	DOL		KEMPTON MCINTOSH		8531 AVENUE B BROOKLYN NY 11236	12/16/2008	12/16/2013
DOL	DOL		KEN DEEVER		731 WARWICK TURNPIKE HEWITT NJ 07421	08/25/2012	12/11/2017
DOL	DOL	*****5941	KINGVIEW ENTERPRISES INC		7 W FIRST STREET P O BOX 2 LAKEWOOD NY 14750	01/14/2011	01/14/2016
DOL	DOL	*****2463	KJS HAULING AND HOME IMPROVEMENT INC		95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	DOL		KRZYSZTOF PRXYBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL	*****6033	KUSNIR CONSTRUCTION		2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL	*****0526	LAGUARDIA CONSTRUCTION CORP		47-40 48TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	NYC	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****9628	LANCET ARCH INC		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	10/19/2014
DOL	DOL		LANCET SPECIALTY CONTRACTING CORP		C/O CATENARY CONSTRUCTION 112 HUDSON AVENUE ROCHESTER NY 14605	10/19/2009	10/19/2014
DOL	DOL		LARRY DOMINGUEZ		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017

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DOL	DOL		LAURA A. GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL	*****0597	LEED INDUSTRIES CORP	HI-TECH CONTRACTIN G CORP	114 PEART STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	*****7907	LEEMA EXCAVATING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	*****8453	LINPHILL ELECTRICAL CONTRACTORS INC		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL		LINVAL BROWN		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL	*****5171	LUVIN CONSTRUCTION CORP		P O BOX 357 CARLE PLACE NY 11514	03/15/2010	03/15/2015
DOL	NYC	*****2850	M A 2 FLAGS CONTRACTING CORP		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	DOL		MANUEL ESTEVES		55 OLD TURNPIKE ROAD SUITE 612NANUET NY 10954	02/04/2011	02/04/2016
DOL	NYC		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	NYC		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	08/24/2012	08/24/2017
DOL	DOL		MARGARET FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		MARIA ESTEVES AKA MARIA MARTINS		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIA MARTINS AKA MARIA ESTEVES		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIO LUIS		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	DOL		MARIO R ECHEVERRIA JR		588 MEACHAM AVE-SUITE 103 ELMONT NY 11003	08/24/2010	08/24/2015
DOL	DOL		MARK LINDSLEY		355 COUNTY ROUTE 8 FULTON NY 13069	08/08/2009	08/14/2014
DOL	DOL	*****5533	MARQUISE CONSTRUCTION & DEVELOPMENT CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	*****6810	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	NYC	*****4314	MASCON RESTORATION INC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	NYC	*****4314	MASCON RESTORATION LLC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	*****0845	MASONRY CONSTRUCTION INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3333	MASONRY INDUSTRIES INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****6826	MATSOS CONTRACTING CORPORATION		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	AG	*****9970	MAY CONSTRUCTION CO INC		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DOL	*****9857	MBL CONTRACTING CORPORATION		2820 ST RAYMOND AVENUE BRONX NY 10461	08/30/2011	08/30/2016
DOL	DOL		MCI CONSTRUCTION INC		975 OLD MEDFORD AVENUE FARMINGDALE NY 11738	08/24/2009	08/24/2014
DOL	DOL	*****9028	MCINTOSH INTERIORS LLC		8531 AVENUE B BROOKLYN NY 11236	02/05/2013	02/05/2018
DOL	DOL	*****5936	MCSI ADVANCED AV SOLUTIONS LLC		2085 BRIGHTON HENRIETTA TOWN LINE ROADROCHESTER NY 14623	11/04/2010	11/04/2015
DOL	DOL	*****4259	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	12/11/2014
DOL	DOL	*****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	12/11/2014
DOL	DOL	*****9198	MICHAEL CZECHOWICZ	OCTAGON CO	37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018

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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	DOL	*****6033	MICHAEL KUSNIR	KUSNIR CONSTRUCTI ON	2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL		MICHAEL MARGOLIN		4 LEIGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		MICHELLE L BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2635	MIDLAND CONSTRUCTION OF CEDAR LAKE INC		13216 CALUMET AVENUE CEDAR LAKE IL 46303	11/10/2011	11/10/2016
DOL	NYC		MIGUEL ACOSTA		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	DOL	*****5517	MILLENNIUM PAINTING INC		67 WARD ROAD SALT POINT NY 12578	01/21/2011	01/21/2016
DOL	NYC		MOHAMMAD SELIM		73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11372	03/04/2010	03/04/2015
DOL	DA		MOHAMMED SALEEM		788 LYDIG AVENUE BRONX NY 10462	08/18/2009	05/25/2015
DOL	NYC	*****2680	MONDOL CONSTRUCTION INC		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	DOL		MORTON LEVITIN		3506 BAYFIELD BOULEVARD OCEANSIDE NY 11672	08/30/2011	08/30/2016
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/24/2017
DOL	NYC		MUHAMMAD ZULFIQAR		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	*****2357	MUNICIPAL MILLING & MIX-IN- PLACE		9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		MURRAY FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DA	*****9642	MUTUAL OF AMERICAL GENERAL CONSTRUCTION & MANAGEMENT CORP		788 LYDIG AVENUE BRONX NY 10462	08/18/2009	05/25/2015
DOL	DOL		MUZAFFAR HUSSAIN		C/O ABSOLUTE GENERAL CONT 1129 AVENUE UBROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DOL		N PICCO AND SONS CONTRACTING INC		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/11/2009	08/11/2014
DOL	DOL		NAT PICCO		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/22/2009	08/22/2014
DOL	DA	*****6988	NEW YORK INSULATION INC		58-48 58TH STREET MASPETH NY 11378	05/16/2012	05/16/2017
DOL	DOL		NICHOLAS DEGREGORY JR	NJ DEGREGORY & COMPANY	1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL		NICOLE SPELLMAN		2081 JACKSON AVENUE COPIAGUE NY 11726	06/03/2010	06/03/2015
DOL	DOL		NIKOLAS PSAREAS		856 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
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	DOL	*****9198	OCTAGON CO		37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		OKBY ELSAYED		1541 EAST 58TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	NYC		OLIVER HOLGUIN		95-28 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	DOL	*****5226	PASCARELLA & SONS		458 EVERDALE AVENUE WEST SLIP NY 11759	01/10/2010	01/10/2015
DOL	DOL		PAUL VERNA		C/O AMERICAN STEEL MECHA 693 PAINTER STREETMEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL		PEDRO RINCON		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	*****9569	PERFORM CONCRETE INC		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017

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DOL	DOL		PETER J LANDI		249 MAIN STREET EASTCHESTER NY 10709	10/05/2009	10/05/2014
DOL	DOL	*****7229	PETER J LANDI INC		249 MAIN STREET EASTCHESTER NY 10709	10/05/2009	10/05/2014
DOL	DOL	*****1136	PHOENIX ELECTRICIANS COMPANY INC		540 BROADWAY P O BOX 22222ALBANY NY 12201	03/09/2010	03/09/2015
DOL	DOL		PRECISION DEVELOPMENT CORP		115 LEWIS STREET YONKERS NY 10703	05/12/2009	05/12/2014
DOL	DOL	*****7914	PRECISION SITE DEVELOPMENT INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL	*****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL		RAMON BONILLA		938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK PLACE MIDDLETOWN NY 10940	09/16/2013	09/16/2018
DOL	DOL		REBECCA THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		REVOLUTIONARY FLOORS LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	10/16/2018
DOL	NYC	*****6978	RISINGTECH INC		243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	NYC		ROBERT FICARELLI		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		ROBERT L EVANS		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL	*****1721	ROBERTS CONSTRUCTION OF UPSTATE NEW YORK INC		5 SANGER AVENUE NEW HARTFORD NY 13413	01/28/2009	01/28/2014
DOL	DOL		ROCCO ESPOSITO		C/O ROCMAR CONTRACTING CO 620 COMMERCE STREETTHORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		ROCMAR CONSTRUCTION CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****7083	ROCMAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****9025	ROJO MECHANICAL LLC		938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
DOL	DOL		ROMEO WARREN		C/O RAW POWER ELECTR CORP 3 PARK PLACEMIDDLETOWN NY 10940	09/16/2013	09/16/2018
DOL	DOL	*****5905	ROSE PAINTING CORP		222 GAINSBORG AVENUE EAST WEST HARRISON NY 10604	05/10/2010	05/10/2015
DOL	DOL		ROSEANNE CANTISANI		11 TATAMUCK ROAD POUND RIDGE NY 10576	05/04/2012	05/04/2017
DOL	NYC		ROSS J HOLLAND		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		ROSS J MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		S & M CONTRACTING LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		S & S ELECTRIC		235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL	*****2585	S B WATERPROOFING INC		SUITE #3R 2167 CONEY ISLAND AVENUEBROOKLYN NY 11223	11/04/2009	11/04/2014
DOL	DOL	*****4923	SCHENLEY CONSTRUCTION INC		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL		SCOTT LEONARD	GLOBAL TANK CONSTRUCTI ON LLC	P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
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	NYC	*****4020	SERVI-TEK ELEVATOR CORP		2546 EAST TREMONT AVENUE BRONX NY 10461	06/04/2009	06/04/2014
DOL	DOL	*****3540	SEVEN STAR ELECTRICAL CONTRACTING CORP		23-24 STEINWAY STREET ASTORIA NY 11105	06/27/2011	06/27/2016

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DOL	DOL		SEVEN STAR ELECTRICAL INC		C/O THEONI ATHANASIADIS 1023 COMMACK ROAD DIX HILLS NY 11746	06/27/2011	06/27/2016
DOL	NYC		SHAFIQUIL ISLAM		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	NYC		SHAHZAD ALAM		21107 28TH AVE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL		SHAIKF YOUSUF		C/O INDUS GENERAL CONST 33-04 91ST STREET JACKSON HEIGHTS NY 11372	04/28/2010	04/28/2015
DOL	DOL	*****0256	SIERRA ERECTORS INC		78 MADISON AVE - FL 17 NEW YORK NY 10016	04/16/2009	04/16/2014
DOL	DOL	*****0415	SIGNAL CONSTRUCTION LLC		199 GRIDER STREET BUFFALO NY 14215	11/14/2006	02/25/2015
DOL	DOL	*****8469	SIGNATURE PAVING AND SEALCOATING		P O BOX 772 JAMESTOWN NY 14701	08/13/2010	08/13/2015
DOL	DOL	*****8469	SIGNATURE SEALCOATING AND STRIPING SERVICE		345 LIVINGSTON AVENUE P O BOX 772 JAMESTOWN NY 14702	04/04/2007	08/13/2015
DOL	DOL	*****6904	SIGNING STAR LIMITED LIABILITY COMPANY		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	DOL	*****0667	SNEEM CONSTRUCTION INC		43-22 42ND STREET SUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	DOL		SPASOJE DOBRIC		61 WILLET STREET - SUITE PASSAIC NJ 07055	07/09/2010	02/23/2017
DOL	DOL		SPORTSCRAFTERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****3539	SPOTLESS CONTRACTING	IMPACT INDUSTRIAL SERVICES INC	44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL		STEFANIE MCKENNA		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		STEVEN CONKLIN		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016
DOL	DOL	*****4081	STS CONSTRUCTION OF WNY		893 EAGLE STREET BUFFALO NY 14210	06/09/2009	06/09/2014
DOL	DOL		STUART CHAITIN		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	07/26/2017
DOL	DOL	*****3210	SUPER SWEEP	FMS	4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
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	*****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	*****4293	THE J OLIVINA GROUP LLC		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
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	10/16/2018
DOL	DOL		THEONI ATHANASIADIS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREET ASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		THOMAS ASCHMONEIT		79 MADISON AVENUE - FL 17 NEW YORK NY 10016	04/16/2009	04/16/2014
DOL	DOL		THOMAS DEMARTINO		158-11 96TH STREET HOWARD BEACH NY 11414	06/25/2009	06/25/2014
DOL	DOL		THOMAS DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	09/24/2018
DOL	DOL		THOMAS TERRANOVA		13 NEW ROAD/SUITE 1 NEWBURGH NY 12550	11/15/2010	11/15/2015
DOL	DOL	*****2734	THREE FRIENDS CONSTRUCTION CORP		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	NYC	*****6253	THUNDER BROTHERS CORP		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	DOL		TIMOTHY F BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018

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DOL	NYC		TIMOTHY O'SULLIVAN		C/O SNEEM CONSTRUCTION 4322 42ND STREETSUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	DOL		TIMOTHY P SUCH		893 EAGLE STREET BUFFALO NY 14210	06/09/2009	06/08/2014
DOL	DOL		TNT DEMOLITION AND ENVIRONMENTAL INC		355 COUNTY ROUTE 8 FULTON NY 13069	08/08/2009	08/19/2014
DOL	DOL	*****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PPARK NY 11040	01/05/2010	01/05/2015
DOL	DOL	*****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PPARK NY 11040	01/05/2010	01/05/2015
DOL	DOL	*****8178	TOURO CONTRACTING CORP		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	DOL	*****2357	TRAC CONSTRUCTION INC	MUNICIPAL MILLING & MIX -IN- PLACE	9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		TRI STATE TRUCKING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	*****5213	TRIAD PAINTING CO INC		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL	*****4294	TWT CONSTRUCTION COMPANY INC		13 NEW ROAD/SUITE 1 NEWBURGH NY 12550	11/15/2010	11/15/2015
DOL	DOL		ULIANO AND SONS INC		22 GRIFFEN COURT MILLER PLACE NY 11748	10/26/2010	10/26/2015
DOL	DOL	*****0854	VANESSA CONSTRUCTION INC		588 MEACHAM AVE/STE 103 ELMONT NY 11003	08/24/2010	08/24/2015
DOL	DOL	*****3270	VEZANDIO CONTRACTING CORP		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	NYC	*****9936	VISHAL CONSTRUCTION INC		73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11272	03/04/2010	03/04/2015
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	*****7617	WHITE PLAINS CARPENTRY CORP		P O BOX 309 WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		WILLIAM SCRIVENS		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		WILLIAM THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		WILLIAM W FARMER JR		112 HUDSON AVENUE ROCHESTER NY 14605	10/19/2009	10/19/2014
DOL	NYC	*****5498	XAVIER CONTRACTING LLC		68 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	AG		YULY ARONSON		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/24/2017

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CONTRACT #3 – SURFACE IMPROVEMENTS**

**SECTION 00820
FEDERALLY REQUIRED CLAUSES**

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DEM 6/28/13

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1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The **City of Ithaca** and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS
AND RELATED ACTS**

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Applicability to Contracts

These requirements are applicable to all contracts.

Flow Down

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the

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penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3 ACCESS TO RECORDS AND REPORTS

**49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17**

The following access to records requirements apply to this Contract:

1. The Contractor agrees to provide the City of Ithaca, the FTA Administrator, the Secretary of the U.S Department of Transportation, the Comptroller General of the United States or any of their authorized representatives access to all records, books, documents, papers and records of the Contractor, including contracts, which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

4. FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Flow Down

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The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. TERMINATION

**49 U.S.C. Part 18
FTA Circular 4220.1E**

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

a. Termination for Convenience

The City of Ithaca may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Ithaca to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Ithaca, the Contractor will account for the same, and dispose of it in the manner the City of Ithaca directs.

b. Termination for Default

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the City of Ithaca may terminate this contract for default. The City of Ithaca shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the City of Ithaca may terminate this contract for default. The City of Ithaca shall terminate by delivering to

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the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the City of Ithaca in writing of the causes of delay. If in the judgment of the City of Ithaca, the delay is excusable, the time for completing the work shall be extended. The judgment of the City of Ithaca shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

6. CIVIL RIGHTS REQUIREMENTS

**29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.**

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Civil Rights - The following requirements apply to the underlying contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor

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(U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal of **4.8 % DBE participation** has been established for this project.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **City of Ithaca** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **concurrent with and accompanying**

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sealed bid:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders must present the information required above **as a matter of responsiveness with initial bid** (see 49 CFR 26.53(3)).

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **City of Ithaca**. In addition, Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify **City of Ithaca**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **City of Ithaca**.

8. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1E

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement.

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The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Ithaca requests which would cause City of Ithaca to be in violation of the FTA terms and conditions.

9. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

**49 CFR Part 29
Executive Order 12549**

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **City of Ithaca**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **City of Ithaca**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.
 - The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
-

10. BUY AMERICA REQUIREMENTS

**49 U.S.C. 5323(j)
49 CFR Part 661**

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors

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are in compliance. The \$100,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include microcomputer equipment and software.

A bidder or offeror must submit to the City of Ithaca the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

11. BREACHES AND DISPUTE RESOLUTION

**49 CFR Part 18
FTA Circular 4220.1E**

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

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Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City of Ithaca's Engineer. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Engineer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Engineer shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by City of Ithaca, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Ithaca and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the State in which the City of Ithaca is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Ithaca, Engineer, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12. LOBBYING

**31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20**

Mandatory Clause/Language

APPENDIX A, 49 CFR PART 20—CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making

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of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

13. CLEAN AIR

**42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18**

Applicability to Contracts

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Flow Down

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The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

14. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicability to Contracts

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

Flow Down

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Clause Language

Davis-Bacon and Copeland Anti-Kickback Acts

(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.

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Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(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 29 CFR Part 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 classifications and wage rates conformed under paragraph (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) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), 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; and
- (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(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

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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.

(v)(A) The contracting officer shall require that any class of laborers or mechanics 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 therefor 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, 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)(v) (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.

(2) **Withholding** - The City of Ithaca 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 City of Ithaca may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary

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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 **City of Ithaca** for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(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 maintained under section 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

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section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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

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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 Federal Transit Administration 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.

16. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Clause Language

Contract Work Hours and Safety Standards

(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

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than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

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

17. BONDING REQUIREMENTS

Bid Bond Requirements (Construction)

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to City of Ithaca and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by City of Ithaca to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of forty-five (45) days subsequent to the opening of bids, without the written consent of City of Ithaca.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within forty-five (45) days after the bid opening without the written consent of City of Ithaca, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

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It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by City of Ithaca as provided in Item 6 "Bid Security" of the Instructions to Bidders shall prove inadequate to fully recompense City of Ithaca for the damages occasioned by default, then the undersigned bidder agrees to indemnify City of Ithaca and pay over to City of Ithaca the difference between the bid security and the City's total damages, so as to make City of Ithaca whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the City of Ithaca determines that a lesser amount would be adequate for the protection of the City of Ithaca.

2. The City of Ithaca may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The City of Ithaca may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million.

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is more than \$5 million.

2. If the original contract price is \$5 million or less, the City of Ithaca may require additional protection as required by subparagraph 1, if the contract price is increased.

18. SEISMIC SAFETY REQUIREMENTS

**42 U.S.C. 7701 et seq. 49
CFR Part 41**

Applicability to Contracts

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Flow Down

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

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Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

**19. Federal Transit Administration
Certifications and Assurances**

Name of Bidder: _____

Name of Authorized Person: _____

Title of Authorized Person: _____

By endorsing this signature page, _____ (authorized person) declares they are duly authorized to make the certification and assurances on behalf of the Bidder and bind the Bidder to comply with them. When its authorized person signs this document, the Bidder agrees to comply with all Federal statutes, regulations, and executive orders required for Third party Contracts.

The Bidder affirms the truthfulness and accuracy of the certifications and assurances it has made in this statement herein and acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801, et seq. apply to any certification, assurance or submission made to the City of Ithaca and the FTA.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances and other statements made by me on behalf of the Bidder are true and correct.

Date: _____

Signature – Authorized Person

State of _____

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COUNTY of _____

On this _____ day of _____, 2013, before me came _____

known to me to be the person who executed the foregoing certification, in witness whereof, I set my hand and seal.

Notary Public – signature

(Seal)

My Commission Expires: _____

20. PRIVACY ACT

5 U.S.C. 552

Applicability to Contracts

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Flow Down

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

21. ENERGY CONSERVATION REQUIREMENTS

**42 U.S.C. 6321 et seq.
49 CFR Part 18**

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

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Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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SECTION 830

**EXHIBIT H: PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT
TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

I. General Provisions

- A. The Empire State Development (ESD) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State ESD (the “ESD”), to fully comply and cooperate with the ESD in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. For purposes of this procurement, the ESD hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 10% for Minority-Owned Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:

<http://www.esd.ny.gov/mwbe.html>

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding

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constitutes a breach of contract and the Contractor shall be liable to the ESD for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. The Contractor shall submit an EEO policy statement to the ESD within seventy two (72) hours after the date of the notice by ESD to award the Contract to the Contractor.
 3. If Contractor or Subcontractor does not have an existing EEO policy statement, the ESD may provide the Contractor or Subcontractor a model statement (see Form E1-Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 4. The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Form E3- Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the

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composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Form E5 - Workforce Employment Utilization Report ("Workforce Report")

1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the ESD of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

- E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form E7) either prior to, or at the time of, the execution of the contract.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, ESD shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

- A. For Waiver Requests Contractor should use Form E8 – Waiver Request

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- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the ESD shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the ESD, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the ESD may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form E9) to the ESD by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Liquidated Damages - MWBE Participation

- A. Where ESD determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the ESD liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the ESD, Contractor shall pay such liquidated damages to the ESD within sixty (60) days after they are assessed by the ESD unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the ESD.

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**EXHIBIT H-1: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY
M/WBE PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor) _____ agree to adopt the following policies with respect to the project being developed or services rendered at _____

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will e made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

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

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organizations' obligations herein.

(d) This organization will include the provisions of sections (a) through (c) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Agreed to this _____ day of _____, 2 _____

By _____

Print: _____ Title: _____

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**EXHIBIT H-1: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY
M/WBE PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

Minority Business Enterprise Liaison

_____ is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)
responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment
Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

_____ % Minority Business Enterprise Participation

_____ % Women's Business Enterprise Participation

EEO Contract Goals

_____ % Minority Labor Force Participation

_____ %Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

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EXHIBIT H-2: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY, STAFFING PLAN
Submit with Bid or Proposal – Instructions on page 2

Solicitation No.:	Reporting Entity:	Report includes Contractor's/Subcontractor's: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force <input type="checkbox"/> Offeror <input type="checkbox"/> Subcontractor
Offeror's Name:		Subcontractor's name
Offeror's Address:		

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Work force by Gender		Work force by Race/Ethnic Identification					Disabled (M) (F)		Veteran (M) (F)	
	Total Male (M)	Total Female (F)	White (M) (F)	Black (M) (F)	Hispanic (M) (F)	Asian (M) (F)	Native American (M) (F)	(M)	(F)	(M)	(F)
Officials/Administrators											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers											
Laborers											
Service Workers											
Temporary /Apprentices											
Totals											

PREPARED BY (Signature):	TELEPHONE NO.:	DATE:
EMAIL ADDRESS:		
NAME AND TITLE OF PREPARER (Print or Type):		
Submit completed with bid or proposal M/WBE 101 (Rev 11/08)		

CITY OF ITHACA
ITHACA COMMONS REPAIR & UPGRADE PROJECT
CONTRACT #3 – SURFACE IMPROVEMENTS

EXHIBIT H-2: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY, STAFFING PLAN

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (M/WBE 101) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the OM/WBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

CITY OF ITHACA
ITHACA COMMONS REPAIR & UPGRADE PROJECT
CONTRACT #3 – SURFACE IMPROVEMENTS

EXHIBIT H-2: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY, STAFFING PLAN

OTHER CATEGORIES

- **DISABLED INDIVIDUAL**
any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN**
a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER**
Male or Female

EXHIBIT H-3: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

WORKFORCE EMPLOYMENT UTILIZATION REPORT

Contract No.:	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor
Contractor's Name:	Reporting Period: <input type="checkbox"/> January 1, 20__ - March 31, 20__ <input type="checkbox"/> April 1, 20__ - June 30, 20__ <input type="checkbox"/> July 1, 20__ - September 30, 20__ <input type="checkbox"/> October 1, 20__ - December 31, 20__
Contractor's Address:	Report includes: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force

Enter the total number of employees in each classification in each of the EEO-Job Categories identified.

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification								Disabled		Veteran			
		Male (M)	Female (F)	White (M)	White (F)	Black (M)	Black (F)	Hispanic (M)	Hispanic (F)	Asian (M)	Asian (F)	Native American (M)	Native American (F)	(M)	(F)	(M)	(F)
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
Temporary /Apprentices																	
Totals																	

PREPARED BY (Signature):	DATE:
NAME AND TITLE OF PREPARER (Print or Type):	
Submit completed form to: Empire State Development Corporation, Office of Contractor and Supplier Diversity, 633 Third Avenue, New York, NY 10017	

EXHIBIT H-3: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

WORKFORCE EMPLOYMENT UTILIZATION REPORT

General Instructions: The work force utilization (M/WBE 102) is to be submitted on a quarterly basis during the life of the contract to report the actual work force utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the contract can be separated out from the contractor's and/or subcontractor's total work force, the contractor and/or subcontractor shall submit a Utilization Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the contractor's and/or subcontractor's total work force, information on the total work force shall be included in the Utilization Report. Utilization reports are to be completed for the quarters ended 3/31, 6/30, 9/30 and 12/31 and submitted to the M/WBE Program Management Unit within 15 days of the end of each quarter. If there are no changes to the work force utilized on the contract during the reporting period, the contractor can submit a copy of the previously submitted report indicating no change with the date and reporting period updated.

Instructions for completing:

9. Enter the number of the contract that this report applies to along with the name and address of the Contractor preparing the report.
10. Check off the appropriate box to indicate if the entity completing the report is the contractor or a subcontractor.
11. Check off the box that corresponds to the reporting period for this report.
12. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
13. Enter the total work force by EEO job category.
14. Break down the total work force by gender and enter under the heading 'Work force by Gender'
15. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the M/WBE Program Management Unit at (518) 474-5513 if you have any questions.
16. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
17. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male or Female

EXHIBIT H-4: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name:

Address:

City, State, Zip Code:

Telephone No.:

Region/Location of Work:

Federal Identification No.:

Solicitation No.:

Project No.:

M/WBE Goals in the Contract: MBE % WBE %

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/ Supplies/Services and intended performance dates of each component of the contract.
A.	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <u>NYS ESD CERTIFIED</u>			
B.	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <u>NYS ESD CERTIFIED</u>			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (M/WBE 104).

PREPARED BY (Signature):
DATE:

NAME AND TITLE OF PREPARER (Print or Type):

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

M/WBE 103 (Revised 11/08)

TELEPHONE NO.:	EMAIL ADDRESS:
FOR M/WBE USE ONLY	
REVIEWED BY:	DATE:
UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____	
Contract No.: _____ Project No. (if applicable): _____	
Contract Award Date: _____	
Estimated Date of Completion: _____	
Amount Obligated Under the Contract: _____	
Description of Work: _____	
NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____	
NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____	

WAIVER REQUEST FORM

Offeror/Contractor Name:	Federal Identification No.:
Address:	Solicitation/Contract No.:
City, State, Zip Code:	M/WBE Goals: MBE % WBE %

Contractor is requesting a:

1. ☐ **MBE Waiver** – A waiver of the MBE Goal for this procurement is requested. ☐ **Total** ☐ **Partial**

2. ☐ **WBE Waiver** – A waiver of the WBE Goal for this procurement is requested. ☐ **Total** ☐ **Partial**

3. ☐ **Waiver Pending ESD Certification** – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.) Date of such filing with Empire State Development: _____

Date:

Name and Title of Preparer (Printed or Typed):	Telephone Number:	Email Address:

REVIEWED BY:	DATE:
---------------------	--------------

☐ Total Waiver ☐ Partial Waiver
☐ ESD Certification Waiver ☐ *Conditional
☐ Notice of Deficiency Issued

**Empire State Development
Office of Contractor and Supplier Diversity
633 Third Avenue, 33rd Floor
New York, New York 10017**

**EXHIBIT H-5: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY
WAIVER REQUEST FORM**

5 NYCRR §142.8 - Contractor's Good Faith Efforts

- (a) The contractor must document its good faith efforts toward meeting certified minority and women-owned business enterprise utilization plans by providing, at a minimum:
 - (1) Copies of its solicitations of certified minority and women-owned business enterprises and any responses thereto;
 - (2) If responses to the contractor's solicitations were received, but a certified minority or woman-owned business enterprise was not selected, the specific reasons that such enterprise was not selected;
 - (3) Copies of any advertisements for participation by certified minority and women-owned business enterprises timely published in appropriate general circulation, trade and minority or women-oriented publications, together with the listing(s) and date(s) of the publication of such advertisements;
 - (4) Copies of any solicitations of certified minority and/or women-owned business enterprises listed in the directory of certified businesses;
 - (5) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the State agency awarding the State contract, with certified minority and women-owned business enterprises which the State agency determined were capable of performing the State contract scope of work for the purpose of fulfilling the contract participation goals;
 - (6) Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified minority and women-owned business enterprises.
- (b) In addition to the information provided by the contractor in paragraph (a) above, the State agency may also consider the following to determine whether the contractor has demonstrated good faith efforts:
 - (1) Whether the contractor submitted an alternative utilization plan consistent with the subcontract or supplier opportunities in the contract;
 - (2) The number of certified minority and women-owned business enterprises in the region listed in the directory of certified businesses that could, in the judgment of the State agency, perform work required by the State contract scope of work;
 - (3) The actions taken by the contractor to contact and assess the ability of certified minority and women-owned business enterprises located outside of the region in which the State contract scope of work is to be performed to participate on the State contract;
 - (4) Whether the contractor provided relevant plans, specifications or terms and conditions to certified minority and women-owned business enterprises sufficiently in advance to enable them to prepare an informed response to a contractor request for participation as a subcontractor or supplier;
 - (5) The terms and conditions of any subcontract or provision of suppliers offered to certified minority or women-owned business enterprises and a comparison of such terms and conditions

CITY OF ITHACA
ITHACA COMMONS REPAIR & UPGRADE
CONTRACT #2 - UTILITIES
EXHIBIT H-6: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY
M/WBE CONTRACTOR COMPLIANCE AND PAYMENT REPORT

PROJECT SPONSOR/DEVELOPER
 (the "Reporting Company"):

ESD REPRESENTATIVE: Denise Ross

ADDRESS:

PROJECT NAME: _____ PROJ #: _____

TELEPHONE:

PROJECT START DATE: _____ PERCENT COMPLETE: _____

CONTACT PERSON:

ACTUAL COMPLETION DATE: _____

➤ Attach M/WBE contract documentation, i.e. executed contracts, final item waivers, cancelled checks, etc/or documentation describing "Good Faith Efforts" taken to achieve M/WBE program. This report should be completed by an officer of the Reporting Company.

PRIME CONTRACTOR (Name, Address, Contact Person and Phone)	CONTRACT AMOUNT	M/WBE SUBCONTRACTOR (Name, Address, Contact Person and Phone)	SCOPE OF SERVICES	M/WBE CONTRACT AMOUNT	M/WBE PAYMENT PREVIOUS REPORT	M/WBE PAYMENT CURRENT REPORT	M/WBE AMOUNT PAID TO DATE

CERTIFICATION: I, _____ (Print Name), the _____ (Title), do certify that (i) I have read this Compliance Report and (ii) to the best of my knowledge, information and belief, the information contained herein is complete and accurate.

SIGNATURE _____ DATE _____

Questions? Please contact: Denise Ross of ESD's Office of Contractor & Supplier Diversity at (212) 803-3226 or Email: dross@esd.ny.gov

**CITY OF ITHACA
ITHACA COMMONS REPAIR & UPGRADE
CONTRACT #2 - UTILITIES**

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**SECTION 00840
CITY OF ITHACA
ITHACA COMMONS REPAIR & UPGRADE
CONTRACT #3 – SURFACE IMPROVEMENTS**

**SECTION 00840
INSURANCE REQUIREMENTS**

**Coverage must be issued on Certificate of Insurance Acord 25 version 5/2010.
Workers Compensation & Disability Benefits must be issued on NYS Forms.**

The Contractor, at its own expense, shall procure and maintain the following insurance coverages with limits of liability not less than the limits specified:

Commercial General Liability.

Premises/Operations
Products/Completed Operations
Contractual Liability
Independent Contractors
Personal Injury
Broad Form Property Damage

Bodily Injury and Property Damage Limit	\$1,000,000 each occurrence
Products/Completed Operations Damage Limit	\$1,000,000 each occurrence
Personal Injury and Advertising Injury Limit	\$1,000,000 each person or organization
General Aggregate Limit	\$2,000,000 aggregate specific to the contract

City of Ithaca shall be named as Additional Insured on a primary and non-contributory basis under the policy issued for this coverage. Products/Completed Operations coverage shall be maintained for a five-year period following final completion of the work.

***Please provide copies of policy endorsements for Additional Insureds & Completed Operations.**

<u>Owner's and Contractor's Protective Liability.</u>	\$1,000,000 each occurrence
	\$2,000,000 aggregate

City of Ithaca shall be the named insured under the policy issued for this coverage.

Automobile Liability.

Owned, Hired and Non-Owned Autos
Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 each accident.

Excess "Umbrella Liability".

Provide excess coverage over the Commercial General Liability and the Auto Liability policies with limits not less than \$5,000,000 each occurrence and \$5,000,000 aggregate specific to the project.

City of Ithaca shall be named as Additional Insured under the policy issued for Excess "Umbrella Liability" coverage on a direct and non-contributory basis. Products/Completed Operations coverage shall be maintained for a five-year period following final completion of the work.

**SECTION 00840
CITY OF ITHACA
ITHACA COMMONS REPAIR & UPGRADE
CONTRACT #3 – SURFACE IMPROVEMENTS**

Workers' Compensation and Employers' Liability.

Statutory coverage complying with New York Workers' Compensation Law Section 57 General Municipal Law Section 125, Contractor must submit one of the following:

- CE-200 - Certificate of Attestation of Exemption from NYS Workers' Compensation available at www.wcb.ny.gov, OR
- C-105.2 - Certification of NYS Workers' Compensation Insurance, OR
- U-26.3 - State Insurance Fund version), OR
- SI-12 - Certificate of NYS Workers' Compensation Self Insurance, OR
- GSI-105.2 - Certificate of NYS Workers' Compensation Group Self-Insurance

Disability Benefits Requirements.

Statutory coverage complying with NYS Workers' Compensation Law Section 220 (8) under General Municipal Law Section 125, Contractor must submit one of the following:

- CE-200 - Certificate of Attestation of Exemption from NYS Disability Benefits Coverage available at www.wcb.ny.gov, OR
- DB120.1 - Certification of Disability Benefits Insurance, OR
- DB155 - Certificate of Disability Self-Insurance

Note: Proof of NYS Workers' Compensation and NYS Disability benefits must be provided on NYS forms listed above (complete information available at www.wcb.ny.gov or Bureau of Compliance at (866) 546-9322).

It is expressly understood and agreed by the Contractor that the insurance requirements specified above, except for Professional Liability, contemplate the use of occurrence liability forms. If claims-made coverage is evidenced to satisfy any of the specified requirements, the Contractor shall comply with the following requirements:

If the claims-made coverage terms designate a specific retroactive date, the Contractor shall maintain a retroactive date which is not later than the earlier of (a) the date of the commencement of the term of this agreement, or (b) the original coverage retroactive date for the Contractor's first claims-made policy for each and every coverage provided on a claim-made basis;

For the duration of this agreement or any subsequent renewals, if the retroactive date is advanced or if the policy is materially changed, cancelled, or not renewed, the Contractor shall purchase, at its own expense, an Extended Reporting Period ("Tail" coverage) in compliance with the minimum standards prescribed by the Insurance Department of the State of New York in Regulation No. 121 (11 NYCRR 73) or its subsequent amendments or revisions;

SECTION 00840
CITY OF ITHACA
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Upon termination of the services provided to City of Ithaca by the Contractor, the Contractor shall maintain such claims-made coverage without interruption for a period of time equal to the length of any Extended Reporting Period requirement as specified above. If the retroactive date is advanced or if the policy is materially changed, cancelled, or not renewed during this period of time, the Contractor shall purchase, at its own expense, an Extended Reporting Endorsement that is in compliance with the minimum insurance standards prescribed by the Insurance Department of the State of New York in Regulation No. 121 (11 NYCRR 73) or its subsequent amendments or revisions.

The insurance carriers providing the above coverages shall be licensed to do so in New York State and shall also be rated no lower than "A" by the most recent Best's Key Rating Guide or Best's Agent's Guide or must be otherwise acceptable to City of Ithaca.

PROPERTY INSURANCE

Unless otherwise provided in the contract documents, the property insurance provided by the Contractor will cover materials and portions of the Work stored on the Project site, but not yet installed in the building or structure. The Contractor shall also be responsible to provide property insurance for all risks of physical loss including theft for portions of the Work stored off the Project site or in transit, regardless of Owner's title. In the event the Contractor fails to maintain the required insurance for materials stored off site and in transit, he shall bear financial responsibility for the full replacement cost of any loss.

WAIVERS OF SUBROGATION

Policies shall be endorsed to include such waivers of subrogation

**SECTION 00840
CITY OF ITHACA
ITHACA COMMONS REPAIR & UPGRADE
CONTRACT #3 – SURFACE IMPROVEMENTS**

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**CITY OF ITHACA
ITHACA COMMONS REPAIR & UPGRADE
CONTRACT #3 – SURFACE IMPROVEMENTS**

**SECTION 00850
PROMPT PAYMENT AFFIDAVIT**

Contractor will place a check in the appropriate box below that applies to this payment request.
Re: Payment Request No. _____

I, _____ (Name), the _____ (Title
- e.g., President, Vice President, etc.) of _____ ("Company"),
do state the following with regard to payments made under Contract No.
_____ ("Contract"):

1. ___ Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than five (5) business days after Company received payment from CTA.
2. ___ Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the DBE Department. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by CTA. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the CTA DBE Department may cause the Payment Request to be rejected by CTA.)
3. ___ All retainage amounts withheld from any subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than fourteen (14) business days after it satisfactorily completed its work, whether or not CTA has paid said retainage amounts to Company. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. ___ There was no delay in or postponement of any payment owed to a subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the CTA Purchasing Agent.

Attach a copy of the written approval from the CTA Purchasing Agent.

Company Name

Signature

Date

Print Name

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

Notary Public

**CITY OF ITHACA
ITHACA COMMONS REPAIR & UPGRADE
CONTRACT #3 – SURFACE IMPROVEMENTS**

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**CITY OF ITHACA
ITHACA COMMONS REPAIR & UPGRADE PROJECT
CONTRACT #3 – SURFACE IMPROVEMENTS**

**SECTION 01000
GENERAL PROVISIONS**

01000.01 – SUMMARY OF WORK

The proposed project is to construct a new streetscape design for the Commons, a three-block pedestrian plaza in Ithaca, NY. The work will include both below-grade and surface improvements. The below-grade work includes: sanitary sewer laterals, storm sewer laterals, catch basins and drains, domestic water and fire services, telecommunications mains and services, electrical infrastructure for street lighting and receptacles, demolition of existing utilities, backfill, grading, subsoil preparation and soils amendment. Surface improvements include: installation of new finish pavers, trees and landscaping, furniture, artwork, street lighting, pavilion structure and canopy, gateway structures, water feature and other site amenities.

This project will be constructed using multiple prime contracts. Prime contracts are separate contracts between the Owner and independent contractors, representing significant construction activities. Each prime contract is performed concurrently, and closely coordinated, with construction activities performed on the project under the other prime contract. There are two prime contracts for this project: #3A – General Construction; and #3B – Electrical.

Prime Contract #3A shall include all work included in or covered by the Contract Documents, including the Contract Drawings and Specification Sections, that is not listed in the Electrical prime contract. Prime contract #3B shall include that unit item work listed in the Contract Documents for the Electrical prime contract.

The contractor shall plan and carry out the work so that existing electric, gas, water, sewer, telecommunication, drainage or other facilities shall continue operation. Any proposed interruption by the contractor of these facilities must have prior approval of the Owner and Utility Company or duly-authorized representative having jurisdiction over them.

01000.02 – DESCRIPTION OF BID ITEMS

Lump Sum: For General Construction prime contract Bids only. The contractor's lump sum price for all work shown on the drawings and not included in the unit price work.

Unit Prices: For all Bids. Unit prices shall apply to the unit(s) listed below as directed by the Owner's Representative. Unit prices shall include all overhead, profit, labor, materials, and equipment incidental to the work.

See Unit Price Bid List Section 00405 for complete list of unit price items. Unit Price items for the General Construction prime contract are listed on BF-1 through BF-7. Unit Price items for the Electrical prime contract are listed on BF-9 through BF-14.

Alternates: For General Construction prime contract Bids only.

1. Deduct Alternate No. 1 – Bernie Milton Pavilion: Delete all structural and architectural elements above grade; furnish and install all below-grade structural footings, add finish paving, setting bed and reinforced concrete slab to cover footings as per typical details

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CONTRACT #3 – SURFACE IMPROVEMENTS**

shown in architectural plans.

2. Deduct Alternate No. 2 – Gateway 1 & 2: Delete all structural and architectural elements above grade; furnish and install all below-grade structural footings, add finish paving, setting bed and reinforced concrete slab to cover footings as per typical details shown in architectural plans.
3. Deduct Alternate No. 3 – Water Feature: Delete all architectural, mechanical, plumbing and electrical components of the water feature; furnish and install reinforced concrete slab, setting bed and finish paving as per typical details shown in architectural plans

01000.03 - WORK AREA

Storage, construction limits and parking shall be arranged with the owner's representative prior to commencement of work. The contractor shall not work outside of the contract limits agreed upon. Storage of equipment and materials on the property of the owner shall be allowed only upon written permission from the owner. The Owner assumes no responsibility for stored materials.

01000.04 - MAINTENANCE OF TRAFFIC

The Contractor shall maintain roadways, railroads, sidewalks, and cross-walks to such an extent as will give safe, unimpeded, practical use. The work shall be conducted so as to cause a minimum of inconvenience to public travel and to permit safe and convenient access to properties along the line of work. All fire hydrants, fire alarm boxes, water gates, manholes, and catch basins shall be kept accessible for use.

The Contractor shall provide and maintain all necessary flag persons, barricades, warning lights and signs, and take all necessary precautions for the protection and safety of the public, the workers, and the work. Existing warning signs and devices for public safety shall not be disturbed or obstructed without permission from the responsible authority and an approved substitution made. Properly equipped and protected flag persons shall be provided whenever traffic is restricted or equipment is being operated within the traveled way. In addition, warning signs shall be placed at a reasonable stopping distance both sides of the work. All barricades and signs left in place at night shall be illuminated with flares or blinking lights, maintained in operating condition.

Vehicular and pedestrian traffic shall be maintained on all streets, roads, and highways unless otherwise authorized by the responsible authority. In general, two-way traffic shall be maintained on state highways at all times. Town and county roads and residential streets shall be restored to two-way traffic at the end of each day's work. Twenty-four (24) hours advance notice shall be given to adjacent residents whenever the use of private driveways and sidewalks will be restricted.

The Contractor shall control any dust caused by the operations by sweeping, flushing, wetting, or the use of chemicals, as often as necessary to prevent inconvenience or nuisance. Dust, if not removed from roads, shall be spread with calcium.

Where a detour is permitted, the Contractor shall be responsible for establishing, maintaining, and eliminating the detour to the satisfaction of the authority having jurisdiction.

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CONTRACT #3 – SURFACE IMPROVEMENTS**

All traffic on state highways shall be maintained in accordance with the New York State Uniform Traffic Control Devices Manual. The Contractor should contact the local Department of Transportation office prior to bidding to obtain exact requirements on number of flag persons, type and number of signs, etc. No additional compensation will be allowed for increase in number of flag persons or warning devices if required by New York State Department of Transportation.

01000.05 – LAWS, PERMITS, INSPECTIONS, UTILITIES

The contractor shall comply with the latest revisions of New York State Uniform Fire Protection and Construction Code, any local codes or Regulations that apply. The contractor shall also comply with New York State Energy Conservation Construction Code, as referenced in NYCRR, and comply with the requirements of drawings and specifications that are in excess of governing codes. The contractor shall not install work as specified or shown if in conflict with governing code and shall notify the Architect and request direction.

The contractor shall pay all inspection and permit fees, excluding the building permit fee. The contractor shall provide Certificate of Inspection from all governing authorities. The contractor shall obtain any permits required from any utilities or agencies affected by the work. Any costs for permits shall be borne by the contractor. In addition, any costs for repairs, relocations or protection of utilities or other facilities shall be borne by the contractor.

The following organizations may have facilities within the contract limits or be affected by the work; there may be others, the existence of which is not known, but whose responsibility to contact remains with the contractor:

- City of Ithaca (water, sewer)
- New York State Electric and Gas (gas, electric)
- Verizon (telecommunication)
- Time Warner Cable (telecommunication)
- Tompkins Trust Company (telecommunication)
- Finger Lakes Technology Group (telecommunication)
- Security and Surveillance Contractor (TBD)
- Art Installation (TBD)
- Playground Installation Contractor (TBD)
- Contract #1 – Demolition (Ritter & Paratore Contracting, Inc.)
- Contract #2 – Utilities & Excavation (Vacri Construction Corp.)
- Contract #3A – Surfaces (General Construction) (TBD)
- Contract #3B – Surfaces (Electrical) (TBD)
- CME Associates (Controlled Inspections, Testing)
- Vibratech, Inc. (Vibration Monitoring)

01000.06 - SHOP DRAWINGS AND INFORMATION

The contractor shall submit to the Architect three copies of shop drawings and submittals as required by the specifications.

Within one week after owner issues Notice to Proceed, contractor shall provide Architect with a

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schedule of all shop drawings and submittals, indicating the following information:

- A. Specification of section.
- B. Description of submittal.
- C. Scheduled submittal date.
- D. Any proposed deviations from specifications.

Contractor shall consecutively number each submittal. Any re-submittal shall bear the number of the original submittal, followed by a notation indicating that it is the second, third, etc., submittal.

Contractor shall neatly and legibly place the following information on the submittal:

- A. Submittal Number _____ Re-submittal Number _____
- B. Reference Specification Number _____
- C. Reference Drawing Number _____
- D. Deviations: None _____; As Listed _____
- E. Space Requirement: As Designed _____ Different _____,
As Listed _____
- F. Representation is made to the owner and Architect that the contractor has determined and verified all field measurements and quantities, field construction criteria, materials, catalog numbers and similar data, that he/she has reviewed and coordinated the information in each shop drawing with the requirements of the work and the contract documents, and hereby approves this submittal.

Contractor Signature _____ Date _____

The architect shall not review submittals until they are properly identified and prepared.

The architect shall review submittals only for compliance with the design concept of the project and with the information given in the Contract Documents. Review of submittals shall not relieve the contractor from responsibility for deviation from the Contract Documents unless specifically noted in the submittal and if no exception is taken by the Architect. The contractor is responsible for confirming and correlating all quantities, dimensions, fabrication details, and techniques, installation methods, and performance of the work. The contractor shall check and verify all field measurements.

Where shop drawings include information which is pertinent to their prime contractors on a project, approved copies of the shop drawings shall be forwarded by the one prime contractor to the other prime contractors concerned, in a timely manner so as not to delay the other contractor's work.

01000.07 - SANITARY PROVISIONS

Sanitary facilities shall be provided by the Contractor, in accordance with state and local regulations. Contractor shall maintain them for the duration of the project.

Contractor shall prohibit employees from committing nuisances at or near the work area. Any

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employee violating this provision shall be immediately discharged and shall be rehired only with the OWNER'S consent.

01000.08 - TEMPORARY SERVICES, CONSTRUCTION FENCE

Contractor shall, at the contractor's own cost, provide for and maintain all, telephone, fuel, water and other services needed for construction. The Owner shall provide electric power needed for construction.

Contractor shall, at the contractor's own cost, maintain, repair, relocate and replace, if necessary, the construction fence so that it provides adequate physical separation of the work area from the public and/or as directed by the Owner or Engineer.

01000.09 - COOPERATION

The contractor shall allow the owner and Architect or their agents, and other project contractors or their agents access to the work area for any reasonable purpose. The contractor shall cooperate fully with these parties to provide for coordination and progress such that the project may be completed in proper sequence and on schedule.

The contractor shall provide the Owner with adequate advance notice for inspections, investigations, interpretations, or instructions.

Coordinating conferences shall be held as frequently as ordered by the Owner. The project superintendent for each contractor and personnel requested by the Owner shall attend these conferences.

01000.10 - FIRE PROTECTION

The contractor shall take all necessary precautions to prevent fires at or near the work. The contractor shall provide adequate means for extinguishing fires which do occur. No burning of trash or debris will be permitted.

When fire or explosion hazards are created or exist in the vicinity of the work as a result of the locations of gas mains, fuel tanks, gas tanks, or similar hazardous utilities or devices, the contractor shall immediately alert the local fire department, the Owner, and the owner of such utility, tank or device. The contractor shall exercise all safety precautions and shall comply with all instructions issued by the fire department, and shall cooperate with the owner of the utility, tank or device to prevent the occurrence of fire or explosion.

01000.11 - DEMOLITION

The contractor shall disconnect, demolish, and remove Work specified as indicated. Where pipe, ductwork, insulation or equipment to remain is damaged or disturbed, the contractor shall remove the damaged portions and install new products of equal capacity and quality.

For removal, the contractor shall remove the indicated equipment from the project site.

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For temporary disconnection, the contractor shall remove, store, clean, reinstall, reconnect, and make operational equipment indicated for relocation.

01000.12 - SALVAGE OF EXISTING MATERIALS

Salvage materials are listed in the contract documents. Any other items, components or materials which are required to be removed from existing structures, equipment, utility lines, underground pipes, conduits, and their appurtenances, or articles of value found in the excavation on the site of the work, shall be brought to the attention of the architect, and, if he/she so orders, shall become or remain the property of the owner. Waste materials, not so claimed by the owner, shall be disposed of by the contractor without special payment by the owner.

01000.13 – SURVEYING AND LAYOUT

Contractor is aware that the project is to be executed in phases, so as to minimize the disruption caused by construction activities on the business and residential community and the general public. The Contractor will conduct all surveying and layout for constructed features at its own cost. Surveying may be required multiple times, as the surfaces change due to construction activity. Owner or Engineer may reasonably direct the Contractor to conduct additional surveys, as required, to ensure compliance with the Contract Documents.

01000.14 – TESTING AND VIBRATION MONITORING

The contractor shall allow the Owner ample time and opportunity for testing materials and equipment to be used in the work and for vibration monitoring. The contractor shall advise the Owner promptly upon placing orders for materials and equipment so that arrangements may be made, if desired, for inspection before shipment from the place of manufacture. The contractor shall at all times furnish the Owner, and his/her representatives, facilities including labor and allow proper time for inspecting and testing materials, equipment and workmanship and for the installation, maintenance, relocation and removal of vibration monitoring equipment. The contractor must anticipate that possible delays may be caused by him/her in the execution of the work due to the necessity of materials and equipment being inspected and accepted for use. The contractor shall furnish, at the contractor's own expense, all samples of materials required by the Owner for testing, and shall make all arrangements for providing water, electric power, or fuel for the various inspections and tests of structures and equipment. The contractor shall coordinate its means and methods in accordance with the vibration monitoring control plan provided by Owner.

Where other tests or analyses are specifically required in other sections of these specifications, the cost thereof shall be borne by the party (owner or contractor) so designated in such sections. The owner will bear the cost of all tests, inspections, or investigations undertaken by the order of the Architect for the purpose of determining conformance with the contract documents, if such tests, inspections, or investigations are not specifically required by the contract documents, and if conformance is ascertained thereby. Whenever nonconformance is determined by the Owner as a result of such tests, inspections or investigations, the contractor shall bear the full cost thereof or shall reimburse the owner for said cost. In this connection, the cost of any additional tests and investigations, which are ordered by the Architect to ascertain subsequent conformance with the

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contract documents, shall be borne by the contractor.

01000.15 - STANDARDS FOR TESTING, MATERIALS AND DESIGN

Certain sections of the technical provisions may require that the quality of materials, dimensions, workmanship, testing and methods of design, fabrication and installation of items and material shall be in accordance with recognized standards or specifications. Wherever reference is made to such other standards, they shall be considered to be incorporated in these technical provisions, and the contractor shall comply fully with the provisions or latest revisions or issue of such standards which existed at the time of the bid opening, unless specifically modified in other sections of the technical provisions. Below is a partial list of those standards which are most frequently referenced in these specifications, together with their commonly used abbreviations:

AIA	American Institute of Architects
AASHTO	American Association of State Highway and Transportation Officials
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
AIEE	American Institute of Electrical Engineers
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
AWS	American Welding Society Code
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
AGA	American Gas Association
AREA	American Railways Engineering Association
CRSI	Concrete Reinforcing Steel Institute
FAA	Federal Aviation Administration
NBS	National Bureau of Standards
NEC	National Electric Code
ISO	Insurance Service Offices
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NPC	National Plumbing Code
NYCRR	Codes, Rules and Regulations of the State of New York
NSF	National Sanitation Foundation
NYSDOT	New York State Department of Transportation
PDI	Plumbing and Drainage Institute
OSHA	Occupational Safety and Health Act
UL	Underwriters Laboratories

New York State Uniform Fire Prevention and Building Construction Code
New York State Energy Conservation and Construction Code

01000.16 - DEFECTIVE WORK, EQUIPMENT, OR MATERIALS

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Any defective or imperfect work, equipment or materials furnished by the contractor which is discovered before the final acceptance of the work or during the subsequent guarantee period shall be removed immediately even though it has been overlooked by the Architect and paid for. Any equipment or materials rejected by the Architect shall be tagged as such and shall be immediately removed from the site. Satisfactory work or materials shall be substituted for that rejected.

The Architect may order tests of imperfect or damaged work, equipment or materials to determine acceptability if there is no other reason for rejection. The cost of such tests shall be borne by the contractor and the nature, tester, extent and supervision of the tests will be as determined by the Architect.

01000.17 - EXISTING SUBSURFACE CONDITIONS

The Contractor shall be responsible for verifying exact locations of underground utilities and structures, including but not limited to, sewers, drains, water mains, conduits, and foundations. Subsurface utility and structure locations shown on the contract drawings are approximate only. It is the responsibility of the Contractor to verify the accuracy and completeness of the information shown. Any damage to existing underground utilities and structures shall be repaired at the Contractor's expense. Existing abandoned underground structures, such as concrete foundations, shall be removed by the Contractor at his/her expense as directed by the Architect. The Contractor shall notify the Architect immediately if subsurface conditions are found to be different from those shown on the contract drawings.

01000.18 - PROTECTION OF EXISTING FACILITIES

The contractor shall protect equipment from damage, including water, chemical, mechanical injury and theft. The contractor shall conduct operations and take all special precautions necessary to protect and sustain all existing structures, equipment, utility lines, roadways, and subsurface, submerged and overhead facilities which are to remain in place and undisturbed by the operations under this contract. When power poles, light poles, fences, or portions of any other visible, existing structures or utilities constitute an unavoidable interference to operations, the contractor shall consult with the owner of such facility prior to performing any work at or near same. If permitted by the owner of the facility, the contractor shall relocate, or temporarily remove and later restore the interfering portion of the facility, as directed by said owner and the project owner, through the Architect. If the owner of the facility so elects, they will perform such work with their own forces. Under either arrangement, the work shall be done at the contractor's expense unless stated otherwise in the contract documents.

The contractor shall immediately notify the owner of any facilities which are disturbed, damaged or injured as a result of the contractor's operation. The contractor shall consult with the owner of such facility as to the proper method of replacing, repairing or restoring the affected facilities to the conditions which existed prior to the contractor's operations. If permitted by the owner of the facility, the contractor shall at their own expense, replace, repair or restore the affected facilities to their original condition, to the satisfaction of said owner.

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In the event that the owner of the facility desires to use their own forces to perform the replacement, repairing or restoring of affected facilities, the contractor shall reimburse the owner of said facilities for such expenses as said owner may accrue in performing the work, and the contractor shall not be entitled to receive additional compensation under this contract for such work.

01000.19 - HAZARDOUS WASTES AND HAZARDOUS MATERIALS

In the event that the contractor encounters potentially hazardous material, the owner shall be notified immediately. The Owner shall identify the potentially hazardous material and, in the event that the material is determined to be hazardous, the Owner shall abate the condition in accordance with regulations of the New York State Department of Environmental Conservation.

The Contractor shall not handle, store and dispose of any hazardous wastes and materials unless duly licensed or certified and authorized in writing by the Owner. The Contractor shall continue to work in areas not affected by hazardous materials or abatement of hazardous materials.

The Contractor shall not store any hazardous wastes on the project site. No fuel oil, gasoline or hazardous material shall be stored on the project site above the quantities required for each day's operations and such materials shall be safely secured and stored.

01000.20 - PERIODIC AND FINAL CLEAN UP: BASIC SITE REHABILITATION

During construction the contractor shall frequently clean up and remove from the work area all refuse, debris, rubbish and scrap materials of any kind which result from his/her operations.

Upon failure of the contractor to perform periodic clean up and basic restoration of the site to the Architect's satisfaction, the owner may, upon five (5) days prior written notice to the contractor, without prejudice to any other rights or remedies of the owner, cause such work for which the contractor is responsible to be accomplished to the extent deemed necessary by the Architect, and all costs resulting therefrom shall be charged to the contractor and deducted from the amounts of money that may be due the contractor.

Before final payment contractor shall remove all surplus material, falsework, temporary structures, including foundations thereof and debris of every nature resulting from his/her operations, and put the site in a neat, orderly condition.

01000.21 - FINAL INSPECTION

The architect will make his/her final inspection of the work during the progress of final cleaning and repairing, and any portion of the work finally inspected and accepted by the Architect shall be kept clean by the contractor, until the final acceptance of the entire work.

When the contractor has completed, cleaned and repaired all, or any portion of the final work, he/she shall notify the Architect that he/she is ready for final inspection of that work. The Architect will then inspect the work. If the work is not found satisfactory, the Architect will order further corrections.

When such corrections are completed, the Architect upon further notice will again inspect the

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work. The "final payment" will not be processed until the contractor has complied with the requirements set forth and the Architect has made his/her final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily constructed in accordance with the requirements of the contract documents.

01000.22 - USE OF FACILITIES BEFORE COMPLETION

The owner reserves the right to enter and use any portion of the constructed facilities before final completion of the whole work to be done under this contract. However, only those portions of the facilities which have been completed to the Architect's satisfaction, as evidenced by the issuing of a certificate of substantial completion covering that part of the work, shall be placed in service.

Consistent with the approved progress schedule, the contractor shall cooperate with the owner, their agents and the Architect to accelerate completion of those facilities, or portions thereof, which have been designated for early use by the owner.

01000.23 - HOURS OF WORK

No construction shall be carried on before seven-thirty o'clock in the morning (7:30 A.M.) or after seven-thirty o'clock in the afternoon (7:30 P.M.). No concrete shall be delivered less than two hours prior to the completion of construction activities for that day. No concrete shall be placed less than ninety (90) minutes prior to the completion of construction activities for that day.

01000.24 - SATURDAYS, SUNDAYS AND HOLIDAYS

No work provided to be done under this contract shall be performed on Saturdays, Sundays or holidays, except with the prior approval of the Owner, or in the event of an approved emergency.

The Owner may require that the work be so arranged as to make possible the complete removal of obstruction to traffic on Saturdays, Sundays and holidays.

01000.25 - WORK AFTER DARK

Work after dark will not be permitted except under emergency. All work shall be started early enough in the daylight hours to insure completion before dark.

If the Contractor finds it necessary or desirable to work at night, such work shall be performed by the Contractor without additional or extra cost to the Owner, and only with the Owner's approval. The Contractor shall provide all lights required to carry out the work properly.

01000.26 - WEATHER

No work shall be done when the weather is unsuitable. The Contractor shall take necessary precautions to protect all work, materials or equipment from damage due to floods, rain, or wind and snow storms. The Owner reserves the right to order that additional protective measures over and beyond those proposed by the Contractor to be taken to safeguard all components of the

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project. The Contractor shall not claim any compensation for such precautionary measures so ordered, nor claim any compensation from the Owner for damage to the work from weather. The mixing and placing of concrete or pavement courses, the laying of masonry, and installation of sewers and water mains shall be stopped during rain. All freshly placed work shall be protected by canvas or other suitable covering in such manner as to prevent running water from coming in contact with it. Sufficient coverings shall be provided and kept ready at hand for this purpose.

END OF SECTION

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