

PROJECT MANUAL  
FOR  
GROVE ROAD  
OVER GREEN STREET BROOK  
CULVERT REPLACEMENT

Prepared For:  
Town of Jay Highway Department  
168 Valley Road,  
Au Sable Forks, NY 12912



July 2025



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**I. GENERAL BID INFORMATION**

**A. NOTICE TO BIDDERS**

Notice is hereby given that the Town of Jay will accept sealed bids until July 31, 2025 at 2:00 P.M. for:

**Grove Road over Green Street Brook Culvert Replacement in the Town of Jay,  
Essex County, New York**

The bids shall be opened publicly and read aloud on July 31, 2025 at 2:00 P.M. at the Town Hall, located at 11 School Street, AuSable Forks, NY 12912.

Bids are available at: <https://www.co.essex.ny.us/wp/bid>. Bids may be mailed or delivered to: Town of Jay, PO Box 730, 11 School Street, AuSable Forks, NY 12912.

All bids submitted in response to this notice shall be marked "**SEALED BID – GROVE ROAD OVER GREEN STREET**" clearly on the outside of the envelope with the name and address of the bidder.

Please contact the Town of Jay Highway Department at **(518) 647-2204, extension 125** for additional information concerning the bidding. Specifications and standard proposals for the proposed work may be obtained at the above address.

In the event that the Town Hall is closed the day of the Bid Opening due to unforeseen circumstances, the bid(s) will be opened the next business day that the office is open. The Bid Submission time will remain the same.

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

Dated: July 8, 2025

Matthew Stanley, Town Supervisor  
Town of Jay



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## B. INSTRUCTION TO BIDDERS

### 1. General Note

In general, the New York State Department of Transportation Office of Engineering *Standard Specifications* shall apply, except where modified in these specifications. The NYSDOT Standard Specifications are available at <https://www.dot.ny.gov/main/business-center/engineering/specifications>. The CONTRACTOR should note that the Project Plans are dimensioned in US Customary Units only, and that all Payment Items will be measured and paid in standard US Customary Units. Further direction is provided under SPECIAL NOTES. Where reference is made to New York State, State Department of Transportation, Commissioner, etc., the appropriate Town of Jay Highway Department, Bureau or Official shall be substituted.

Town of Jay Highway Superintendent or its authorized representative shall make the final interpretations of any irregularities, ambiguities or questions arising out of these specifications and the New York State Department of Transportation *Standard Specifications* used on this project.

Under this contract the New York State Department of Transportation Office of Engineering *Standard Specifications* and addenda are amended as follows:

References to the Town's representative and Town personnel shall hereinafter be made as the "Engineer".

### 2. Definition of Terms

Under Section 101-02 Definition and Terms

#### Chief Engineer

Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Town of Jay Highway Superintendent" or their authorized representative.

#### Commissioner

Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Town of Jay Highway Superintendent".

#### Comptroller

Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Town of Jay Highway Superintendent".

#### Department

Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Town of Jay Highway Department" and may also be used to mean the "Town of Jay Highway Superintendent" or their authorized representative except as noted.

Departmental Geotechnical Engineer

Delete the stated definition. The "Town of Jay Highway Superintendent" or their authorized representative shall be responsible and is in charge of all engineering and construction work on this contract except as noted.

Departmental Engineering Geologist

Delete the stated definition and substitute the same definition as above for Note 5.

Engineer or Engineer-In-Charge

Delete the words "Department of Transportation" and substitute "Town of Jay Highway Department". Also delete the words "Regional Director" and substitute "Town of Jay Highway Superintendent" except as noted.

Final Agreement

Delete "State of New York, Department of Transportation" and substitute "Town of Jay Highway Superintendent".

Inspector

Delete "The Department of Transportation" and substitute "The authorized representative of the Town of Jay Highway Superintendent" except as noted.

Materials Bureau

Delete the word "Bureau" and the stated definition and substitute "Town of Jay Highway Superintendent has the responsibility in the quality assurance for materials to be used on the contract except as noted".

Regional Director

Delete the stated definition and substitute: "When used, means the Town of Jay Highway Superintendent".

State

Delete the stated definition and substitute: "When used, means the "Town of Jay Highway Department, represented by the "Town of Jay Highway Superintendent" except as noted.

Under Section 102 - Bidding Requirements and Conditions

Location of Regional Offices

Delete entire subsection -- not applicable.

Bid Deposit

Delete from the 2<sup>nd</sup> and 3<sup>rd</sup> lines the words "State of New York," and substitute "Town of Jay Clerk".

Under subsequent sections of this document:

- A. The term "Owner" means the **Town of Jay**, and being the governmental unit whose name is given on the Contract Document cover.
- B. The term "Engineer" means **H&T Engineering Services, PLLC** and or any duly authorized representative of this firm or the Town of Jay Highway Superintendent.

- C. The term "Bidder" shall mean any party or parties submitting in proper form a Proposal to perform the work specified hereinafter.
- D. The term "Contractor" shall mean the successful Bidder selected by the Owner to contract to perform the work - or their heirs, executors, successors, administrators or assigns.
- E. The term "Work" is used to designate the work, equipment, materials and things required to be done, furnished or performed by the Contractor under the Specifications attached hereafter.
- F. Where the NYSDOT is mentioned in any capacity (including, but not limited to, Department, State, Commissioner of Transportation, DOT, DCES or Directors(s) of its subdivisions) as an approving authority with regard to materials, fabrication, inspections or other approvals, the approving authority shall be changed to the Owner. This change shall be made in all of the documents relating to this contract.

### **3. Qualifications of Bidders**

To demonstrate qualifications to perform the Work, each BIDDER must be prepared to submit within five days after Bid opening upon Owner's request detailed written evidence such as financial data, previous experience present commitments and other such data as may be called for below (or in the Supplementary Instructions). Each Bid must contain evidence of BIDDER's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

### **4. Examination of Contract Documents and Site**

4.1 It is the responsibility of each BIDDER before submitting a Bid:

- 4.1.2 To examine thoroughly the Contract Documents and other related data identified in the bidding Documents (including "technical" data referred to below);
- 4.1.3 To visit the site to become familiar with and satisfy BIDDER as to the general, local and site conditions that may affect cost, progress, performance, or furnishing of the Work;
- 4.1.4. To consider federal, state, and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
- 4.1.5. To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which BIDDER has discovered in or between the Contract documents and such other related documents.

4.2 Reference is made to the Supplemental Information Available to Bidders, Special Notes and Appendices for identification of:

- 4.2.1 Those reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents. BIDDER may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions or

information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.

- 4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site that have been utilized by Engineer in preparation of the Contract Documents. BIDDER may rely upon the general accuracy of the "technical data" contained in such drawings but not upon other data, interpretations, opinions, or information shown or indicated in such drawings or otherwise relating to such structures, not upon the completeness thereof for the purposes of bidding or construction.

Copies of such reports and drawings will be made available by Owner to any BIDDER on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which BIDDER is entitled to rely upon. BIDDER is responsible for any interpretation or conclusion drawn from any "technical data" or any such data, interpretations, opinions, or information.

- 4.3 Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by Owners of such Underground Facilities or others, and the Owner and Engineer do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise.
- 4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective BIDDERS with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appears in Paragraphs 4.2 and 4.3 of the Instruction to Bidders.
- 4.5 Before submitting a Bid each BIDDER will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto or performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- 4.6 On request, OWNER will provide each BIDDER access to the site to conduct such examinations, investigations, explorations, tests, and studies as each BIDDER deems necessary for submission of a Bid. BIDDER must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.
- 4.7 Reference is made to the Special Notes for the identification of the general nature of work that is to be performed at the site by Owner or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On

request, OWNER will provide to each BIDDER for examination access to or copies of Contract Documents (other than portions thereof related to price) for such work.

- 4.8 The submission of a Bid will constitute an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of this Article 4, that without exception of the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures for construction (if any) that may be shown or indicated or expressly required by the Contract Documents, the BIDDER has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that BIDDER has discovered in the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
- 4.9 The provisions of 1-4.1 through 4.8, inclusive, do not apply to Asbestos, Polychlorinated biphenyls (PCBs), Petroleum, Hazardous Waste, or Radioactive Material covered by Paragraph 4.5 of the Instruction to Bidders.

## **5 Availability of Lands for Work, etc.**

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional land and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

## **6 Interpretations and Addenda.**

- 6.1 All questions about the meaning or intent of the bidding Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than five (5) business days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.

## **7 Bid Security**

- 7.1 Each bid must be accompanied by Bid security made payable to OWNER in an amount of five percent of BIDDER's maximum Bid Price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety.
- 7.2 The Bid security of Successful BIDDER will be retained until such BIDDER has executed the Agreement, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful BIDDER fails to execute and deliver the Agreement and furnish the

required contract security within fifteen days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that BIDDER will be forfeited. The Bid security of other BIDDERS whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the seventh day after the Effective Date of the Agreement or the thirty-sixth day after the Bid opening, whereupon Bid security furnished by such BIDDERS will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

**8 Contract Times.**

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment as set forth in Article 3 of the Agreement and as set forth herein.

The work will be substantially completed and the road open to traffic by **November 14, 2025**, and completed and ready for final payment by **December 19, 2025**.

**9 Liquidated Damages.**

Provisions for liquidated damages, if any, are set forth in Article 3 of the Agreement.

**10 Substitute and “Or-Equal” Items.**

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or “or-equal” items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement.

**11 Subcontractors, Suppliers, and Others**

- 11.1 If the identity of certain Subcontractors, Suppliers and other person and organizations (including those who are to furnished the principal items of material and equipment) are requested to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, apparent Successful BIDDER, and any other BIDDER so requested, shall within five days after Bid opening submit to OWNER a list of all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor Supplier, person, or organization if requested by OWNER. An OWNER or ENGINEER who after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person, or organization, may before the Notice of Award is given request apparent Successful BIDDER to submit an acceptable substitute without an increase in Bid Price.

If apparent Successful BIDDER declines to make any such substitution, OWNER may award the contract to the next lower BIDDER that proposes to use acceptable

Subcontractors, Suppliers, and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any BIDDER. Any subcontractors, Supplier, other person or organization listed and to whom OWNER or ENGINEER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement.

- 11.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, apparent Successful BIDDER prior to the Notice of Award, shall identify in Writing to OWNER those portions of the Work that Such BIDDER proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.
- 11.3 No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against who CONTRACTOR has reasonable objection.

## **12 Bid Form**

- 12.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer (or the issuing Office).
- 12.2 All blanks on the Bid Form must be completed by printing in black ink or by typewriter.
- 12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 12.5 All names must be typed or printed in black ink below the signature.
- 12.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 12.7 The address and telephone number for communications regarding the Bid must be shown.
- 12.8 Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph 3 above. State contractor license number, if any, must also be shown.

## **13 Disqualification**

- 13.1 The Owner reserves the right to refuse to issue a Bid Form to a prospective BIDDER should such BIDDER be in default for any of the following reasons:



- (a) Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the Proposal as a requirement for bidding.
- (b) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the Proposal to a prospective BIDDER.
- (c) Contractor default under previous contracts with the Owner.
- (d) Unsatisfactory work on previous contracts with the Owner.

13.2 Bids received from BIDDERS who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the BIDDER cannot show that he has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to prosecute and complete the work at the rate or within the time specified. A bid may be rejected if the BIDDER is already obligated for the performance of other work which would delay the commencement, prosecution or completion of the Work.

13.3 The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the Owner that such BIDDER is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

13.4 Bids shall be considered irregular for the following reasons:

- (a) If the bid is on a form other than that furnished by the Owner, or, if the Owner's form is altered, or, if any part of the Bid Form is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
- (c) If the bid is not accompanied by the bid security specified by the Owner.

#### **14 Submission of Bids.**

Bids shall be submitted at the time and place indicated in the Advertisement of Notice to BIDDER and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of BIDDER and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

#### **15 Modification and Withdrawal of Bids**

15.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

15.2 If, within three days after Bids are opened, any BIDDER files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that BIDDER may withdraw its Bid and

bid security will be returned. Thereafter, that BIDDER will be disqualified from further bidding on the Work to be provided under the Contract Documents.

**16 Opening of Bids**

Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to BIDDERS after the opening of Bids.

**17 Bids to Remain Subject to Acceptance**

All Bids will remain subject to acceptance for forty-five (45) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

**18 Award of Contract.**

- 18.1 OWNER reserves the right to reject any or all Bids, including without limitation, the rights to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids and to reject the Bid of any BIDDER if OWNER believes that it would not be in the best interest of the Project to make an award to that BIDDER, whether because the Bid is not responsible or the BIDDER is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful BIDDER. Discrepancies between words and figures will be resolved in favor of the words.
- 18.2 In evaluating Bids, OWNER will consider the qualifications of BIDDERS, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 18.3 OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided Article 11 of in the Instruction to Bidders. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major item of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 18.4 Owner may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of BIDDERS, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.
- 18.5 If the contract is to be awarded, it will be awarded to lowest BIDDER whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project.

- 18.6 If the contract is to be awarded, OWNER will give Successful BIDDER a Notice of Award within forty-five (45) days after the day of the Bid opening.

**19 Contract Security.**

A Bid Security in the amount of 5% of the maximum Bid amount is required by the Contractor as part of the Bid. When the Successful BIDDER delivers the executed Agreement to OWNER, it must be accompanied by the required performance and payment Bonds.

**20 Signing of Agreement**

When OWNER gives a Notice of Award to the Successful BIDDER, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within ten days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

**21 Sales and Use Taxes**

OWNER is exempt from New York State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Said taxes should not be included in the Contract Price.

**22 Retainage.**

The Contract will not withhold retainage.

**23 Laws and Regulations**

All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, they will be deemed to be included in the contract the same as though therein written out in full.

**24 Coordination With Others**

Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor, or operations of the Saratoga County unless otherwise indicated in the Special Notes or detailed Specifications.

**25 Non-Collusive Bidding Certificate**

All Contractors bidding under the provisions of the specifications are subject to provisions of Section 103 of the General Municipal Law of the state of New York. A signed non-collusive certification is required to be submitted with each bid in the form specified with the bid documents.

## **26 Basis of Award**

The contract will, at the discretion of the Town, be awarded on the basis of competitive bids to the lowest responsible eligible bidder based on the Base Bid.

## **27 Notice of Special Conditions**

The contractor's attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- A. Insurance requirements – Chapter 1-Item 30
- B. NYS Department of Transportation Special Conditions included in Chapter IV - Special Notes.
- C. Various Revised and Special Specifications, - Chapter V.
- D. Prevailing wage rates required by N.Y.S. Labor Law – Chapter VI.
- E. Geotechnical Report – Appendix A.
- F. Environmental Regulation Standard Clauses and Permits, Section Chapter IV and Appendix B.
- G. Standard Clauses for Town Contracts – Appendix D.

## **28 Control of Work**

### **28.1 Authority Of Engineer**

The Town of Jay Highway Superintendent will be represented by an Engineer provided by the Town, who will observe the work done under the Contract during construction. The Engineer shall inspect work performed, review materials to be used, and to stop and reject work and materials found to be not in accordance with the plans and specifications. The Engineer's authority shall cover all phases of the work. In the event that questions should arise concerning the interpretation or changes of plans and specifications or to the acceptability of the work, the Contractor shall submit any questions, in writing, to the Engineer. These questions shall be forwarded to the Town of Jay Highway Superintendent along with the Engineer's recommendations.

The Engineer may place on the job other personnel who shall observe the work as direct representatives. Their authority shall consist of observing the work under the Contract, rejecting any defective material used and temporarily suspending any work improperly performed. They will not have any authority to make changes or alterations in the plans and specifications, nor be permitted to act as foremen for the Contractor.

Any work done or materials used without suitable observation by the Engineer or an authorized representative may be ordered removed and replaced at the Contractor's expense.

## 29 Control of Materials

All certificates of acceptability of materials required by the specifications shall be supplied by the Contractor at no expense to the sponsor. The Engineer shall have the right to approve of the laboratories or fabricators, which will issue the certificates.

The cost of the inspection by the Engineer of any unapproved plants shall be borne by the Contractor. This shall include, but not be limited to, plants employed to provide mobile concrete, precast concrete units and steel reinforcement.

The inspections and certifications for any steel or precast concrete items are to be in compliance with all the requirements of the contract plans, specifications and the Steel / Precast Concrete Construction Manuals. Particular items of importance to be checked for each unit fabricated are:

- all dimensions;
- all testing of materials

The NYSDOT Regional Materials Engineer shall be responsible for all Asphalt and Concrete plant inspection. The NYSDOT Geotechnical Engineer shall provide approval for all stockpiles and sources for granular material. In the event NYSDOT employees are unavailable, the Sponsor will provide testing in all plants. The Contractor shall provide all on-site testing as required by specifications.

## 30 Insurance Requirements

The Contractor shall procure, at its own sole cost and expense, and shall maintain in force at all times during the term of this contract including any extensions or renewals until Contract Final Acceptance, the policies of insurance covering all operations under the contract whether performed by it or its subcontractors as herein below set forth, written by companies authorized by the New York State Insurance Department to issue insurance in the State of New York and that have an A.M. Best Company rating of (A -) or better or approved by the Department. The Department may, at its sole discretion, permit the placement of policies with a non-authorized carrier or carriers upon request by the Contractor accompanied by the documentation required by 11 NYCRR §27.0 *et seq.*; provided that nothing herein shall be construed to require the Department to accept insurance placed with a non-authorized carrier under any circumstances. The Contractor shall deliver to the Department evidence of such policies as the Department deems necessary to verify that the required insurance is in effect.

**A. Conditions Applicable to Insurance.** All policies of insurance required by this agreement must meet the following requirements:

**1. Coverage Types and Policy Limits.** The types of coverage and policy limits required from the Contractor are specified in Paragraph B *Insurance Requirements* below. General liability insurance shall apply separately on a per-job or per-project basis.

**2. Policy Forms.** Except as may be otherwise specifically provided herein or agreed in writing by the Department, policies must be written on an **occurrence** basis. In the event that occurrence-based coverage is not commercially available, claims-made

policy forms will be considered provided that, at minimum, it includes provisions that allow for (a) reporting circumstances or incidents that may give rise to future claims and (b) an extended reporting period of not less than three (3) years with respect to events that occurred but were not reported during the term of the policy. ***Insurance policies that remove or restrict blanket contractual liability located in the "insured contract" definition (as stated in Section V, Number 9, Item f in the ISO CGL policy) or that remove or modify the "insured contract" exception to the employers liability exclusion so as to limit coverage for claims that arise out of contract work, or that do not cover the additional insured for claims involving injury to employees of the named insured or subcontractors, are not acceptable.*** Policy forms must be provided to the Department upon request.

**3. Certificates of Insurance/Notices.** Contractor shall provide a Certificate or Certificates of Insurance, in a form satisfactory to the Commissioner, before commencing any work under this contract. Certificates shall be provided to the Owner as required in the Section III (Agreement) of this contract manual.

**Name and address of Certificate Holder:  
Town of Jay Highway Department  
168 Valley Road,  
Au Sable Forks, NY 12912**

Unless otherwise agreed, policies shall be written so as to require that the policy will not be (i) canceled, (ii) materially changed or (iii) permitted to expire or lapse for any reason except upon ten (10) days' prior written notice to the Owner by Certified Mail, Return Receipt Requested at the address stated above. In addition, if required by the Owner, the Contractor shall deliver to the Owner within ten (10) days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete. Certificates of Insurance shall:

- a. Be in the form provided by the Department.. The ACORD 25 Certificate must be accompanied by an ACORD 855 "New York Construction Addendum" completed to indicate information about the liability insurance.
- b. Be signed by an authorized representative of the insurance carrier or producer.
- c. Disclose any deductible, self-insured retention, aggregate limit.
- d. Refer to this Contract by number on the face of the certificate

If at any time during the term of this contract, it shall come to the attention of the Department that required insurance is not in effect or that adequate proof of insurance has not been provided, the Department may, at its option:

- a. Direct the Contractor to suspend work and not re-enter the premises with no additional payment or extension of time due on account thereof, or
- b. May withhold further contract payments in accordance with Article 8 *No Payment Due to Contractor's Non-Compliance* of the contract agreement, or
- c. Treat such failure as a breach or default of the contract.

4. **Additional Insureds.** All insurance policies required by these specifications, except workers' compensation and professional liability shall be endorsed to provide coverage to parties listed below with respect to any claim arising from the Contractor's Work under this contract or as a result of the Contractor's activities. The endorsement shall be effected by endorsement of the applicable policy using ISO form CG 20 10 11 85, CG 20 37 07 04, CG 20 33 07 98 when used in combination with CG 20 37 07 04, or CG 20 33 10 01 or a form(s) that provides equivalent coverage.

**ADDITIONAL INSURED PARTIES:**

The Town of Jay  
Essex County  
The People of the State of New York  
H&T Engineering Services, PLLC  
New York State Electric & Gas (NYSEG)

5. **Primary Coverage.** The liability and protective liability insurance policies shall provide primary and non-contributory coverage to the Department for any claim arising from the Contractor's Work under this contract, or as a result of the Contractor's activities.

6. **Waiver of Subrogation.** As to every type and form of insurance coverage required from the Contractor, there shall be no right of subrogation against **the Town of Jay, the State of New York, its agents or employees.** To the extent that any of Contractor's policies of insurance prohibit such a waiver of subrogation, Contractor shall secure the necessary permission to make this waiver.

7. **Policy Renewal/Expiration.** At least ten (10) calendar days prior to the expiration of any policy required by this contract, evidence of renewal or replacement policies of insurance with terms no less favorable to the Department than the expiring policies shall be delivered to the Department in the manner required for service of notice in Paragraph A.3. *Certificates of Insurance/Notices above.*

8. **Self-Insured Retention/Deductibles.** Contractors utilizing self-insurance programs are required to provide a description of the program for Department approval. Collateralized deductible and self-insured retention programs administered by a third party may be approved. Except as may be specifically provided in the Contract Documents of a particular project, Contractor or third-party-administered insurance deductible shall be limited to the amount of the bid deposit or \$100,000.00, whichever is less. Security is not required if it is otherwise provided to an administrator for an approved risk management program. The Department will not accept a self-insured retention program without security being posted to assure payment of both the self-insured retention limit and the cost of adjusting claims. The Contractor shall be solely responsible for all claim expense and loss payments within any permitted deductible or self-insured retention. If the Contractor's deductible in a self-administered program exceeds the amount of the bid deposit, the Contractor shall furnish an irrevocable Letter of Credit as collateral to guarantee its obligations. Such Letter of Credit or other collateral as may be approved by Department must be issued by a guarantor or surety with an AM Best Company rating of (A -) or better. If, at any time during the term of this agreement, the Department, in its sole discretion,

determines that the Contractor is not paying its deductible, it may require the Contractor to collateralize all or any part of the deductible or self-insured retention on any or all policies of insurance or, upon failure to promptly do so, the same may be withheld from payments due the Contractor.

**9. Waiver of Indemnities.** The Contractor waives any right of action it and/or its insurance carrier might have against the Department (including its employees, officers, commissioners, or agents) for any loss that is covered by a policy of insurance that is required by this contract. The Contractor waives any right of action it and/or its insurance carrier might have against the Department (including its employees, officers, commissioners, or agents) for any loss, whether or not such loss is insured.

**10. Subcontractor's Liability Insurance.** In the event that any portion of the work described in this contract is performed by an approved subcontractor, the insurance requirements of this Article shall be incorporated into the subcontract agreement. Subcontractor insurance requirements shall include the requirements for Workers' Compensation, Commercial General Liability, and, if applicable, Commercial Auto and/or Professional Liability. Excess or umbrella insurance is not required for subcontractors. Contractor shall require that Certificates of Insurance, meeting the requirements of the Department are provided to the Department documenting the insurance coverage for each and every subcontractor employed by them to do work under this contract.

**B. Insurance Requirements.** The types of insurance and minimum policy limits shall be as follows:

**1. Workers' Compensation and Disability Insurance.** As required by State Finance Law §142, the Contractor shall maintain in force workers' compensation insurance upon forms required by or acceptable to the Workers Compensation Board for all of Contractor's employees. Contractor shall also maintain disability insurance as required by the Disability Benefits Law of the State of New York.

**2. Commercial General Liability Insurance.** The Contractor shall maintain an occurrence form commercial general liability policy or policies insuring against liability arising from premises (including loss of use thereof), personal injury or death, advertising injury, liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of Contractor. Such coverage shall be written on an ISO occurrence form (ISO Form CG 00 01 12 07 or a policy form providing equivalent coverage) in an amount of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 aggregate. Unless otherwise provided, the policy or policies of insurance providing the liability coverage shall include:

a. Coverage for contractual liability assumed by the Contractor insured under an insured contract (including the tort liability of another assumed in a business contract).

b. All insurance policies required by these specifications except workers' compensation and professional liability shall be endorsed to provide coverage to **"the State of New York, any municipality in which the work is being**



**performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work, and any consultants, consultant inspecting engineering, or inspector and their agents or employees working for or on the project”** using ISO form CG 20 10 11 85, CG 20 37 07 04, CG 20 33 07 98 when used in combination with CG 20 37 07 04, or CG 20 33 10 01 or a policy form or forms providing equivalent coverage.

c. Products-Completed Operations Coverage, as provided in the General Liability Policy, or in certain instances through ISO form CG 26 11 09 99 or suitable equivalent.

d. Where contract work will be performed by unregistered off-road equipment, Contractor shall provide documentation of a blanket Pollution Liability policy, or an endorsement to cover short-term pollution events, ISO form CG 04 33 10 01 or equivalent.

e. Coverage for claims for bodily injury asserted by an employee of an additional insured and any Employer Liability Exclusion which may otherwise operate to exclude such coverage shall be voided in this respect.

f. Explosion, Collapse and Underground Hazards coverage (“XCU”) (*for contracts that call for the performance of excavating, underground work, and/or the use of blasting equipment*).

**3. Commercial Automobile Insurance including liability and required coverage for New York** (applicable to any project where automobiles or other vehicles will be employed to complete the work). In the event that automobiles are used in connection with Contractor’s business or operations with the Department, the Contractor shall maintain a commercial or other automobile policy or policies insuring against liability for bodily injury, death, or damage to property and other mandatory coverages, relating to the use, operation, loading or unloading of any of Contractor’s automobiles (including owned, hired and non-owned vehicles) on and around the project. This should be ISO form CA 00 01 10 01, CA 00 01 01 87 or a policy form providing equivalent coverage along with mandatory New York endorsements. Coverage shall be in an amount of not less than \$1,000,000.00 each accident.

**4. Umbrella or Excess Liability Insurance.** The Contractor shall maintain an occurrence form umbrella liability policy or policies insuring against liability arising from premises (including loss of use thereof), operations, independent Contractors, products-completed operations, personal injury and advertising injury, and liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of Contractor or arising from automobile liability as described above. Such coverage shall be written on an ISO occurrence form CU 00 01 12 07 or a policy form providing equivalent coverage. In the event that umbrella coverage is unavailable, equivalent excess coverage may be substituted. The minimum required limits for the umbrella/excess coverage shall be sufficient to provide a total of not less than \$5,000,000.00 per occurrence/ aggregate.

**5. Special Protective and Highway Liability Policy.** The Contractor shall maintain, separate and apart from its umbrella policy, a policy issued to and covering the liability of the People of the State of New York, The State of New York, the Commissioner of

Transportation, all employees of the Department of Transportation both officially and personally, any municipality in which the work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work, or any consultant inspecting engineer or inspector working for or on the project, and their agents or employees, against damages that the insureds may be held legally liable to pay for property damage, personal injuries, or death that is caused by any occurrence that takes place within any location where work is to be or is being performed by Contractor, including at the location of any of the work. This should be ISO form CG 00 14 12 or a policy form providing equivalent coverage along with mandatory New York endorsements. Coverage shall be in an amount of not less than \$1,000,000.00 per occurrence and at least \$2,000,000.00 for each aggregate limit.

**6. Contractor's Risks.** The Contractor shall be responsible for obtaining any insurance it deems necessary to cover its own risks, including without limitation: (a) business interruption, such as gross earnings, extra expense, or similar coverage, (b) personal property, and/or (c) automobile physical damage and/or theft. In no event shall the Department be liable for any damage to, or loss of, personal property, or damage to, or loss of, an automobile that is covered by a policy of insurance that is required by this agreement, even if such loss is caused by the negligence of the Department.

**7. Professional Liability/ Errors and Omissions.** *(applicable to professional services requiring the signature, stamp or certification of a licensed professional, including, without limitation, erection plans, demolition plans, containment plans, coffer dams, and temporary sheeting.)* The Contractor shall maintain at its own expense or shall require to be maintained, such insurance as is customary to compensate Department for any claims or losses that occur because of Contractor's errors, omissions malpractice or breach of professional obligations. Such policy or policies may be written on a claims-made form so long as coverage is maintained to be in effect to cover claims arising from the performance of services under this contract. Said coverage may be subject to a deductible or self-insured retention level of no more than \$250,000.00 subject to approval by Department, such approval not to be unreasonably withheld, except that it is also agreed that Department may withhold payment for services rendered under this contract in the event, and to the extent of any deductible in the event that a claim is asserted. Such coverage shall be written on a claims-made basis (or a policy form providing equivalent coverage) in an amount of no less than \$1,000,000.00 per claim and not less than \$1,000,000.00 in the aggregate.

**8. Railroad Protective Liability Insurance.** *(Applicable to any Work Affecting Railroads as described in §105-09.)* The Contractor shall maintain at its own expense railroad protective liability policy of insurance in the name of the affected railroad and with limits of coverage as specified in the Special Notes on Railroad Insurance, or if no limits of coverage are specified, the limits shall be not less than \$5,000,000.00 combined Bodily Injury Liability and/or Property Damage for each occurrence with a \$10,000,000.00 Aggregate Limit applying separately to each annual period. Said policy shall be subject to the approval of the railroad and comply with 23 CFR 646 Subpart A.

**9. Marine Protection & Indemnity.** *(applicable to any Work performed on a navigable waterway using barges or other watercraft).* Anytime the activity involves work on navigable water or the work is connected to water related activities, Marine Protection & Indemnity and Hull and Machinery coverage is required. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The Contractor shall obtain

Protective and Indemnity Liability insurance for all marine operations under the Agreement, with a minimum (\$1,000,000) limit. The policy shall be endorsed to add the Department as an Additional Insured.

**10. Pollution Liability Insurance.** *(applicable where the Contractor will employ mobile equipment or tanks or facilities for fueling vehicles or equipment on-site).* The Contractor shall procure and maintain, either through an endorsement to a commercial general liability policy or through a separate policy, insurance protecting Contractor and the Department from the liability and financial loss relating to Contractor's contamination of soil and the accidental release of petroleum products, chemicals and/or toxic gases from broken pipelines, utilities and stationary and mobile fuel tanks that can result from Contractor's operations. Such coverage shall be written on policy form providing coverage for contamination both on and off the leased premises and shall provide coverage in an amount of not less than \$1,000,000. per occurrence and not less than \$1,000,000, aggregate.

**11. Builders' Risks Policy.** *(applicable to projects that call for the construction of any "Structure" or building, including, but not limited to pump stations and in connection with such projects, as part of a project valued at \$10,000,000 or more and then only to the extent of the value associated with such construction).* The Contractor shall procure and maintain a Builder's Risk policy in a form such as ISO form CP 00 20 10 90 or a policy form providing equivalent coverage, covering the perils insured under and including the special causes of loss form, including collapse. Subject to the allowances stated in Paragraph A. 8. *Self-Insured Retention/Deductibles*, above, the deductible not to exceed the amount of the bid deposit or \$100,000., whichever is less, covering the total value of work performed and equipment, supplies and materials at the location of the Work as well as at any off-site storage locations. Policy shall cover the structures and buildings, supplies and materials at the location of the Work as well as at any off-site storage locations. Sub-limits for loss caused by Flood and Earthquake are acceptable. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by the operation of any law, ordinance or regulation, and for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of Department held in their care, custody and/or control. Such policy shall name the Contractor as insured, and The People of the State of New York and Subcontractors as additional insureds.

### 31 **Payment Procedures**

CONTRACTOR shall submit Application for Payment in accordance with the NYSDOT Standard Specifications and will be processed by ENGINEER.

Progress Payments; OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, each month during construction. Such payments will be measured by the values set forth in the CONTRACTOR's Bid Schedule.

Final Payment. Upon final completion and acceptance of the Work in accordance with the NYSDOT Standard Specifications, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in the NYSDOT Standard Specifications.

**32     Official Copies of this RFP**

If you have obtained this RFP from a different source, you are encouraged to contact the Town Clerk to receive an official copy. You may not receive addenda or important information regarding this RFP if you are not registered with the Town Clerk as having a copy of this RFP through the Department.

**33     D/M/WBE Business Goals**

This project will have a 0% Disadvantaged Business Enterprise (DBE) goal. This project will also have a 0% M/WBE goal.

**34**     All terms, conditions and requirements contained in this bid solicitation shall be incorporated into the final contract together with any additional terms and conditions deemed appropriate by owner.

**35**     The attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under this Contract.

**Owner's Contact**

Chris Sorrell, Highway Superintendent  
Town of Jay Highway Department  
Phone: (518) 647-2204X125  
Email: [hwysuperintendent@townofjayny.gov](mailto:hwysuperintendent@townofjayny.gov)

**Engineer's Contact**

Caleb Vickery, I.E.  
H&T Engineering Services, PLLC  
Phone: (838) 217-5420  
Email: [cvickery@handteng.com](mailto:cvickery@handteng.com)

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

BID PROPOSAL

FOR THE

GROVE ROAD  
OVER GREEN STREET  
CULVERT REPLACEMENT

IN THE

Town of Jay  
Essex County, New York

July 31, 2025

**Submitted in accordance with the Highway Law and the Standard  
Specifications officially finalized and adopted on  
January 1, 2025**

**SUBMITTED BY:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**BID FORM**

PROJECT IDENTIFICATION: Grove Road over Green Street, Town of Jay, Essex County,  
New York

CONTRACT IDENTIFICATION AND NUMBER:

THIS BID IS SUBMITTED TO: Chris Sorrel, Highway Superintendent,  
Town of Jay,  
168 Valley Road,  
Au Sable Forks, NY 12912

Name and Address of Owner: Town of Jay Highway Department  
168 Valley Road  
Au Sable Forks, NY 12912

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:
  - (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - (b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.
  - (c) BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
  - (d) BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities).

- (e) BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
  - (f) BIDDER has correlated the information known to BIDDER, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
  - (g) BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
  - (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
- 4. BIDDER will complete the Work in accordance with the prices listed in the Bid Schedule.
  - 5. The BIDDER further understands and agrees that he is to furnish and provide for the respective item price bid, all necessary material, machinery, implements, tools, labor, services and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to complete the improvement of the aforementioned project in accordance with the plans and specifications for said improvement, which plans and specifications it is agreed are a part of this proposal, and to accept in full compensation therefore the amount of the summation of the products of the approximate quantities multiplied by the unit prices bid. This summation will hereinafter be referred to as the gross sum bid.
  - 6. The BIDDER further agrees to accept the aforesaid unit bid prices as compensation for any additions or deductions caused by variation in quantities due to more accurate measurement, and for use in the computation of the value of the work performed for monthly estimates.
  - 7. The BIDDER further agrees that at any time during the progress of the work the OWNER adds, alters or omits portions of the work he shall so perform such work and accept compensation in accordance with the NYSDOT Standard Specifications.
  - 8. BIDDER agrees that the Work will be substantially completed and ready for final payment in accordance with the NYSDOT Standard Specifications on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of



failure to complete the Work within the times specified in the Agreement.

9. The following documents are attached to and made a condition of this Bid:

- (a) Certified Copy of Resolution of Board of Directors (Page II-8)
- (b) Non-Interruption of Work Agreement (Page II-10)
- (c) Bid Schedule with Unit Bid Prices (Page II-14 thru II-21)
- (d) Required Bid (Security) Bond (Page II-24)
- (e) Acknowledgement of Receipt of Addenda (Page II-26)
- (f) Disclosure of Lobbying Activities (Page II-28)
- (g) Non-Collusive Bidding Certification and Bidder Information (Page II-32)
- (h) Disadvantaged Business Enterprise Utilization Goals (Page II-39)
- (i) Iran Divestment Act (Page II-40)
- (j) Vendor Responsibility Questionnaire (Page II-41)
- (k) W9 Tax Form (Page II-45)

10. Communications concerning this Bid shall be addressed to: \_\_\_\_\_

The address of BIDDER indicated below.

11. Terms used in this Bid which are defined in the NYSDOT Standard Specifications will have the meanings indicated in the NYSDOT Standard Specifications except as noted.

SUBMITTED ON \_\_\_\_\_ 2025

State Contractor License No. \_\_\_\_\_

If BIDDER is:

**An Individual**

By \_\_\_\_\_ (SEAL)

(Individual's Name)

doing business as \_\_\_\_\_

Business address:

\_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

**A Partnership**

By

\_\_\_\_\_  
(Individual's Name) (SEAL)

\_\_\_\_\_  
(General partner)

Business address:

\_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

**A Corporation**

By

\_\_\_\_\_  
(Corporation Name) (SEAL)

\_\_\_\_\_  
(State of incorporation)

By

\_\_\_\_\_  
(Name of person authorized to sign) (SEAL)

\_\_\_\_\_  
(Title)

Business address:

\_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

(V) Date of Qualification to do business is \_\_\_\_\_

**A Joint Venture**

By	_____	(SEAL)
	(Name)	
	_____	
	(Address)	
By	_____	(SEAL)
	(Name)	
	_____	
	(Address)	

Phone Number and Address for receipt of official communications:

\_\_\_\_\_  
\_\_\_\_\_

(Each joint venture firm must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

**CERTIFIED COPY OF RESOLUTION OF  
BOARD OF DIRECTORS OF**

\_\_\_\_\_  
(NAME OF CORPORATION)

“RESOLVED that \_\_\_\_\_, \_\_\_\_\_  
(Person Authorized to Sign) (Title)

of \_\_\_\_\_ authorized to sign and submit the Bid of this corporation  
(NAME OF CORPORATION)

for the following Project:

\_\_\_\_\_  
and to include in such bid the certification as to non-collusion, and for any inaccuracies or misstatements in such certification this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by

\_\_\_\_\_  
(NAME OF CORPORATION)

at a meeting of its Board of Directors held on the \_\_\_\_\_ day of \_\_\_\_\_ 2025.

By \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

**The above form must be completed if the Bidder is a Corporation.**

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## NON-INTERRUPTION OF WORK AGREEMENT

By submission of this Bid for: Town of Jay Highway Department  
Grove Road over Green Street Culvert Replacement

the BIDDER agrees that if this bid is accepted, he will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the BIDDER or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**BID FOR CONSTRUCTION OF**

**Grove Road over Green Street  
Culvert Replacement**

**TO THE TOWN OF JAY:**

Pursuant to and in compliance with your Advertisement of Invitation to Bids and the Instructions to Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to the construction and completion of **Grove Road over Green Street Culvert Replacement**, required by and in strict accordance with the applicable provisions of all Contract Documents for the following unit and lump sum prices:



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Brought Forward \$\_\_\_\_\_.

ITEMIZED BID FORM						
ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
201.06	CLEARING AND GRUBBING	LS	10000	_____ Dollars _____ Cents	\$_____.	\$_____.
202.19	REMOVAL OF SUBSTRUCTURES	CY	12	_____ Dollars _____ Cents	\$_____.	\$_____.
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	334	_____ Dollars _____ Cents	\$_____.	\$_____.
203.03	EMBANKMENT IN PLACE	CY	192	_____ Dollars _____ Cents	\$_____.	\$_____.
203.21	SELECT STRUCTURE FILL	CY	132	_____ Dollars _____ Cents	\$_____.	\$_____.

Brought Forward \$\_\_\_\_\_.

ITEMIZED BID FORM						
ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
203.24010017	SHOULDER BACKUP MATERIAL	TON	4	_____ Dollars _____ Cents	\$_____.	\$_____.
206.01	STRUCTURE EXCAVATION	CY	657	_____ Dollars _____ Cents	\$_____.	\$_____.
209.13	SILT FENCE-TEMPORARY	LF	170	_____ Dollars _____ Cents	\$_____.	\$_____.
209.1501	TURBIDITY CURTAIN - TEMPORARY	LF	22	_____ Dollars _____ Cents	\$_____.	\$_____.
304.12	SUBBASE COURSE, TYPE 2	CY	505	_____ Dollars _____ Cents	\$_____.	\$_____.

Brought Forward \$\_\_\_\_\_.

ITEMIZED BID FORM						
ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
404.1989	19 F9 BINDER COURSE ASPHALT, 80 SERIES COMPACTION	TON	118	_____ Dollars _____ Cents	\$_____.	\$_____.
404.3789	37.5 F9 BASE COURSE ASPHALT, 80 SERIES COMPACTION	TON	183	_____ Dollars _____ Cents	\$_____.	\$_____.
407.0102	DILUTED TACK COAT	GAL	153	_____ Dollars _____ Cents	\$_____.	\$_____.
552.11	PERMANENT STEEL SHEETING	SF	3245	_____ Dollars _____ Cents	\$_____.	\$_____.
553.020001	COFFERDAMS (TYPE 2)	EACH	2	_____ Dollars _____ Cents	\$_____.	\$_____.

Brought Forward \$\_\_\_\_\_.

ITEMIZED BID FORM						
ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
553.030001	TEMPORARY WATERWAY DIVERSION STRUCTURE	EACH	1	_____ Dollars _____ Cents	\$_____.	\$_____.
555.08	FOOTING CONCRETE, CLASS HP	CY	27	_____ Dollars _____ Cents	\$_____.	\$_____.
556.0201	UNCOATED BAR REINFORCEMENT FOR CONCRETE STRUCTURES	LB	774	_____ Dollars _____ Cents	\$_____.	\$_____.
603.3101	CORRUGATED STRUCTURAL STEEL PLATE PIPE ARCH (6" X 2")(6'-1" SPAN, 4'-7" RISE)	LF	42	_____ Dollars _____ Cents	\$_____.	\$_____.
606.10	BOX BEAM GUIDE RAILING	LF	193	_____ Dollars _____ Cents	\$_____.	\$_____.

Brought Forward \$\_\_\_\_\_.

ITEMIZED BID FORM						
ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
606.120201	BOX BEAM GUIDE RAILING END ASSEMBLY, TYPE IIA	EACH	4	_____ Dollars _____ Cents	\$_____.	\$_____.
610.1605	TURF ESTABLISHMENT PERFORMANCE	SY	117	_____ Dollars _____ Cents	\$_____.	\$_____.
619.01	BASIC WORK ZONE TRAFFIC CONTROL	LS	1	_____ Dollars _____ Cents	\$_____.	\$_____.
619.04	TYPE III CONSTRUCTION BARRICADE	EACH	6	_____ Dollars _____ Cents	\$_____.	\$_____.
620.03	STONE FILLING (LIGHT)	CY	20	_____ Dollars _____ Cents	\$_____.	\$_____.

Brought Forward \$\_\_\_\_\_.

ITEMIZED BID FORM						
ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
620.29010009	NATIVE STREAM BED MATERIAL (A)	CY	49	_____ Dollars _____ Cents	\$_____.	\$_____.
623.12	CRUSHED STONE (IN-PLACE MEASURE)	CY	7	_____ Dollars _____ Cents	\$_____.	\$_____.
625.01	SURVEY OPERATIONS	LS	1	_____ Dollars _____ Cents	\$_____.	\$_____.
627.50140008	CUTTING PAVEMENT	LF	40	_____ Dollars _____ Cents	\$_____.	\$_____.
646.22	DELINEATOR, SNOWPLOWING MARKER, SUPPLEMENTARY SNOWPLOWING MARKER PANELS	EACH	6	_____ Dollars _____ Cents	\$_____.	\$_____.

Brought Forward \$\_\_\_\_\_.

ITEMIZED BID FORM						
ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
646.32	STEEL POST, 2.0 LB/FT	EACH	4	<div></div> <div>Dollars</div> <div></div> <div>Cents</div>	\$_____.	\$_____.
685.1102	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MIL	LF	700	<div></div> <div>Dollars</div> <div></div> <div>Cents</div>	\$_____.	\$_____.
685.1202	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MIL	LF	700	<div></div> <div>Dollars</div> <div></div> <div>Cents</div>	\$_____.	\$_____.
Subtotal				<div></div> <div>Dollars</div> <div></div> <div>Cents</div>	\$_____.	
699.040001	MOBILIZATION (4% MAXIMUM)	LS	16611	<div></div> <div>Dollars</div> <div></div> <div>Cents</div>	\$_____.	\$_____.



**Brought Forward**      \$\_\_\_\_\_.

ITEMIZED BID FORM						
ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
Total						
			_____ Dollars			\$_____.
			_____ Cents			

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

Dated \_\_\_\_\_, 2025

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

Print Name of Signer of Bid: \_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_

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

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**BID (SECURITY) BOND**

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

\_\_\_\_\_  
BIDDER (Name and Address):

\_\_\_\_\_  
SURETY (Name and Address of Principal Place of Business):

\_\_\_\_\_  
OWNER (Name and Address):

BID  
Bid Due Date: \_\_\_\_\_  
Project (Brief Description Including Location): \_\_\_\_\_

BOND  
Bond Number: \_\_\_\_\_  
Date (Not later than Bid due date): \_\_\_\_\_  
Penal sum \_\_\_\_\_ (Words) \_\_\_\_\_ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

\_\_\_\_\_  
(Seal)  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
(Seal)  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned acknowledges receipt of the following addenda to the subject project (if none, state "NONE"):

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Receipt is hereby acknowledged for all addenda listed above.

COMPANY NAME \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

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## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.



10. (a) Enter the full name, address, city, state and zip code for the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the Federal covered action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB Control Number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b>		<b>2. Status of Federal Action:</b>		<b>3. Report Type:</b>	
	a. contract		a. bid/offer/application		a. initial filing
	b. grant c. cooperative agreement d. loan		b. initial award c. post-award		b. material change <b>For Material Change Only:</b> year                      quarter
	e. loan guarantee				date of last report
	f. loan insurance				
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier                      , if known:			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>		
Congressional District, if known:			Congressional District, if known:		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>		
			CFDA Number, if applicable:		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b>		
			\$		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature:		
			Print Name:		
			Title:		
			Telephone No.:		Date:
<b>Federal Use Only:</b>					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS**

**DISCLOSURE OF LOBBYING ACTIVITIES**  
Continuation Sheet

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ Of \_\_\_\_\_

Authorized for Local Reproduction - Standard Form LLL

## **NON-COLLUSIVE BIDDING CERTIFICATIONS**

### **REQUIRED BY SECTION 139-D, STATE FINANCE LAW and SECTION 103-D OF GENERAL MUNICIPAL LAW**

"Section 139-d, SFL and Section 103-d, GML, "Statement of non-collusion in bids to the state."

1. Every bid hereafter made to the state or any public department, agency, or official thereof, where competitive bidding is required by statute, rule, or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-collusive bidding certification.

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

**REQUIRED BY TITLE 23, U. S. CODE, AND SECTION 112. A NON-COLLUSIVE BIDDING CERTIFICATION MUST BE INCLUDED IN EVERY BID PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.**

(A) 2

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

**REQUIRED BY TITLE 49, CFR, VOLUME 1, SUBTITLE A, PART 29**

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

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

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

**THESE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS. HOWEVER, THE NYS COLLUSIVE BIDDING CERTIFICATION AND MANY IN USE BY LOCAL GOVERNMENTS ARE ALMOST IDENTICAL AND ARE ACCEPTABLE.**

**THE FOLLOWING PAGES ARE THE REQUIRED CERTIFICATION REGARDING NON-COLLUSIVE BIDDING PROCEDURES AND THE CONTRACTOR'S ELIGIBILITY TO SUBMIT A BID UNDER FEDERAL LAW. THE LAST PAGE IS A GENERAL BIDDER INFORMATION FORM. ALL SHOULD BE INCLUDED IN THE CONTRACT DOCUMENTS, IMMEDIATELY FOLLOWING THE PAGE(S) WHICH CONTAINS THE NON-COLLUSIVE BIDDING REQUIREMENTS. BY SIGNING ONE OF THESE CERTIFICATIONS, THE CONTRACTOR CERTIFIES THAT HE UNDERSTANDS AND AGREES TO BE BOUND BY THE PROVISIONS OF THE FOLLOWING LAWS:**

1. NEW YORK STATE FINANCE LAW, ARTICLE 9, SECTION 139-d
2. TITLE 49, CFR, PART 29
3. TITLE 23, U. S. CODE-HIGHWAYS, SECTION 112

THE CONTRACTOR SHOULD CHOOSE THE APPROPRIATE NOTARIZATION WHICH CORRESPONDS TO THE TYPE OF COMPANY (SOLE PROPRIETORSHIP, PARTNERSHIP, OR CORPORATION) THAT HE/SHE REPRESENTS OR IS AFFILIATED WITH. ALL BIDDERS SHOULD FILL OUT THE APPROPRIATE SECTION OF THE BIDDER INFORMATION SHEET.

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of Section 104 -04, Standard Specifications published by the New York State Department of Transportation if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by Section 139-d of the State Finance Law, and Section 112, Title 23, U.S. Code;
3. Certification of Specialty Items category selected, if contained in this proposal;
4. Certification of any other clauses required by this proposal and contained herein;
5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions, or civil judgments required by 49 CFR Part 29.
6. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment in the workplace and provides annual sexual harassment training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the New York State Labor Law.

\_\_\_\_\_  
(Legal Name of Person, Corporation, or Firm Which  
is Submitting Bid or Proposal)

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature of Person Representing Above)

AS: \_\_\_\_\_  
(Official Title of Signator in Above Firm)

**(Acknowledgment by Individual Contractor, If a Corporation)**

STATE OF NEW YORK

COUNTY OF \_\_\_\_\_ SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally came \_\_\_\_\_, to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at \_\_\_\_\_, and that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

\_\_\_\_\_  
Notary Public

**(Acknowledgment by Co-Partnership Contractor)**

STATE OF NEW YORK

COUNTY OF \_\_\_\_\_ SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the partnership of \_\_\_\_\_, consisting of himself/herself and \_\_\_\_\_, and that he/she executed the foregoing instrument in the firm name of \_\_\_\_\_ and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the act and deed of said firm for the uses and purposes mentioned herein.

\_\_\_\_\_  
Notary Public

**(Acknowledgment by Individual Contractor)**

STATE OF NEW YORK

COUNTY OF \_\_\_\_\_ SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally  
came \_\_\_\_\_, to me known and known to me  
to be the person described in and who executed the foregoing instrument, and that he/she  
acknowledged that he/she executed the same.

\_\_\_\_\_  
Notary Public



**NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION**

Bidder to provide information listed below:

Bidder Address: \_\_\_\_\_  
Street or P. O. Box No. \_\_\_\_\_  
City \_\_\_\_\_  
State/Zip Code \_\_\_\_\_

Federal Identification No.: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Phone # of Contact Person: \_\_\_\_\_

If Bidder is a Corporation:

President's Name & Address:  
\_\_\_\_\_

Secretary's Name & Address:  
\_\_\_\_\_

Treasurer's Name & Address:  
\_\_\_\_\_

If Bidder is a Partnership:

Partner's Name & Address:  
\_\_\_\_\_

Partner's Name & Address:  
\_\_\_\_\_

If Bidder is a Sole Proprietorship:

Owner's Name & Address:  
\_\_\_\_\_

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

**U. S. DEPARTMENT OF TRANSPORTATION HOTLINE**

Persons with knowledge of bid collusion (i.e., contractors, suppliers, workers, etc.) or other questionable contract related practices (inadequate materials, poor workmanship, theft of materials, etc.) are encouraged to report such activities by calling the U. S. D. O. T. HOTLINE. The HOTLINE number is 1-800-424-9071 and calls will be answered from 8:00 A.M. to 5:00 P.M. EST, Monday thru Friday. This HOTLINE is under the direction of the U.S.D.O.T.'s Inspector General. All information will be treated confidentially and the caller's anonymity will be respected.

**NEW YORK STATE INSPECTOR GENERAL HOTLINE.**

Reports of New York State Governmental Misconduct may be made in strict confidence to the New York State Inspector General on the Toll Free Statewide HOTLINE or by writing to the Office of the Inspector General. The Toll Free Statewide HOTLINE telephone number is 1-800-367-4448 and calls will be answered between 8:00 A.M. and 4:30 P.M., Monday through Friday. The address of the Office of the State Inspector General is the State Capitol, Executive Chamber, Albany, New York 12224.

**THIS IS REQUIRED IN ALL FEDERAL AID CONTRACTS.**

**DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION GOALS**

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION**

**DISADVANTAGED BUSINESS ENTERPRISE**

**UTILIZATION REQUIREMENTS**

The Department has established the following Disadvantaged Business Enterprise (DBE) utilization goals for this contract. The goal is expressed as a percentage of the total bid price.

**Disadvantaged Business Enterprise Utilization Goal 0 %**

Information related to the current certification status of Disadvantaged Business Enterprises, can be obtained by contacting the:

NYS Department of Transportation  
Office of Civil Rights  
50 Wolf Road  
POD 6-2  
Albany, NY 12232  
(518) 457-1128 or 457-1129

**Disadvantaged Business Enterprise Officer**

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

Bidder Designated DBE Officer \_\_\_\_\_  
(Name, Title)

Telephone Number: \_\_\_\_\_

**RETURN THIS PAGE WITH BID**

1 OF 1

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, \_\_\_\_\_, being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

\_\_\_\_\_  
SIGNED

SWORN to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

# ESSEX COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS:  _____PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS  A) FEIN #  B) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE  Name  Title  Telephone Number  Fax Number  Email			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS			
A) NAME	TITLE	B) NAME	TITLE
C) NAME	TITLE	D) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKE A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), _____ YES _____ NO Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:			
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		_____ YES _____ NO	
b) An officer of any political party organization in Essex County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		_____ YES _____ NO	

16. WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL, OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:

- a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; \_\_\_\_\_ YES \_\_\_\_\_ NO
2. been disqualified for cause as a bidder on any permit, license, concession, franchise or lease;
3. entered into an agreement to a voluntary exclusion from bidding/contracting;
4. had a bid rejected on an Essex County contract for failure to comply with the MacBride Fair Employment Principles;
5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;
6. had a status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;
7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;
8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or
9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.
- b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? \_\_\_\_\_ YES \_\_\_\_\_ NO
- c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: \_\_\_\_\_ YES \_\_\_\_\_ NO
1. federal, state or local health laws, rules or regulations

17. IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES' HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?

\_\_\_\_\_ YES \_\_\_\_\_ NO

Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each items as "open" or "unsatisfied".

18. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:

- a) file returns or pay any applicable federal, state or city taxes?  
*Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.* \_\_\_\_\_ YES \_\_\_\_\_ NO
- b) file returns or pay New York State unemployment insurance?  
*Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.* \_\_\_\_\_ YES \_\_\_\_\_ NO
- c) Property Tax  
*Indicate the years the vendor failed to file.* \_\_\_\_\_ YES \_\_\_\_\_ NO

19. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES' WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING?

\_\_\_\_\_ YES \_\_\_\_\_ NO

Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.

20. IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT?

Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.

\_\_\_ YES \_\_\_ NO

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:

- a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

\_\_\_ YES \_\_\_ NO

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

<sup>1</sup> "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

**ESSEX COUNTY  
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # \_\_\_\_\_

State of:                                 )  
  ) ss:  
County of:                                 )

**CERTIFICATION:**

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Essex in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Essex County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Essex County Purchasing Officer of any changes to the vendor's responses.

Name of Business: \_\_\_\_\_

Signature of Owner: \_\_\_\_\_

Printed Name of Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Date: \_\_\_\_\_

Sworn before me this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
			-					

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

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

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

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

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

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

**Line 2**

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

**Line 3**

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

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

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

**Exempt payee code.**

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

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

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

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

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

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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



## Part II. Certification

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

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

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

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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

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

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

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

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

## Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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

**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year  
2025 by and between Town of Jay (hereinafter called OWNER) and  
\_\_\_\_\_(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1 WORK.**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Grove Road over Green Street Culvert Replacement  
Town of Jay, Essex County, New York

**Article 2 ENGINEER.**

The Project has been designed by H&T Engineering Services, PLLC, 14 Corporate Dr, Clifton Park, New York 12065. The ENGINEER will act as OWNER's representative, and will assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**Article 3 CONTRACT TIMES.**

3.1 The Work will be substantially completed and the road open to traffic by **November 14, 2025**, and completed and ready for final payment by **December 19, 2025**.

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the NYSDOT Standard Specifications. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring of such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER One Thousand Five Hundred Dollars (\$1,500) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One Thousand Five Hundred dollars (\$1,500) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. This is not assessed as a penalty, but as liquidated damages for prolonged inconvenience accruing to the highway user and the locality.

#### **Article 4 CONTRACT PRICE**

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract documents in current funds, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), being the gross sum bid, obtained from the summation of the products of the approximate quantities multiplied by the unit prices bid.

4.2 Contractor agrees to accept the unit prices bid as compensation for any additions or deductions caused by variation in quantities due to more accurate measurement or due to actual field conditions, and for use in the computation of the value of the Work performed for monthly estimates.

4.3 The Final Contract Price shall be the amount obtained from the summation of the products of the quantities of Work as done multiplied by the unit prices bid.

4.4 Contractor's Bid is attached to and is a part of this Agreement.

4.5 Contractor further agrees that at any time during the progress of Work, extra and/or force account Work is required, he shall so perform such Work and accept compensation in accordance with the NYSDOT Standard Specifications.

#### **Article 5 PAYMENT PROCEDURES**

CONTRACTOR shall submit Application for Payment in accordance with the NYSDOT Standard Specifications and will be processed by ENGINEER.

5.1 *Progress Payments*; OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, each month during construction. Such payments will be measured by the values set forth in the CONTRACTOR's Bid Schedule.

5.2 *Final Payment*. Upon final completion and acceptance of the Work in accordance with the NYSDOT Standard Specifications, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in the NYSDOT Standard Specifications.

#### **Article 6 INTEREST.**

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

#### **Article 7 CONTRACTOR'S REPRESENTATIONS.**

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data".

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.

- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR agrees that before making its proposal, it carefully examined the contract documents, together with the site of the proposed work, as well as its surrounding territory, and is informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract, including the existence of poles, wires, pipes, and other facilities and structures of municipal and other public services corporations on, over or under the site, except latent conditions that meet the requirements of Standard Specification Section 104-03 Differing site conditions, and that its information was secured by person and other investigation and research.
- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **Article 8 CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement (pages III-1 to III-5, inclusive).
- 8.2 Performance, Payment, and other Bonds (Labeled \_\_\_\_, \_\_\_\_, \_\_\_\_)
- 8.3 NYS Standard Specifications adopted on January 01, 2025. (incorporation by reference)
- 8.4 NYS Standard Sheets adopted on January 01, 2025. (incorporation by reference)
- 8.5 Standard Clauses for New York State Contracts
- 8.6 Specifications and guidelines bearing the general title Project Manual for Grove Road over Green Street Brook Culvert Replacement and all amendments (incorporation by reference)
- 8.7 Drawings consisting of a cover sheet and sheets numbered 1 through 13, inclusive with each sheet bearing the following general title (incorporation by reference):

Grove Road over Green Street Brook Culvert Replacement  
Town of Jay, Essex County, New York

- 8.8 Addenda numbers\_\_\_\_to\_\_\_\_, inclusive. (attached to this agreement)
- 8.9 CONTRACTOR's Bid (pages\_\_\_\_to\_\_\_\_, inclusive) marked exhibit A .
- 8.10 Documentation submitted by CONTRACTOR prior to Notice of Award (pages C- to C- , inclusive).
- 8.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents.
- 8.12 Standard Clauses for Town Contracts - Appendix D. (Attached)

The documents listed in paragraph 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

## **Article 9 MISCELLANEOUS**

- 9.1 Terms used in this Agreement which are defined in the NYS Standard Specifications will have the meanings indicated in the NYS Standard Specifications.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 9.4 Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 9.5 New York law shall apply to resolve any and all controversies related to or arising out of this Agreement. Venue of any such legal action shall be Supreme Court, Essex County, New York.
- 9.6 The CONTRACTOR shall defend, indemnify and hold harmless the OWNER to the fullest extent allowed by law, and notwithstanding any insurance requirements, from and against any and all liability, losses, claims, actions, demands, damages, expenses, suits, judgments, orders, causes of action and claims, including but not limited to attorney's fees and all other costs of defense, by reason of any liability whatsoever imposed by law or otherwise upon the OWNER for damages to person, property or of any other kind in nature, including but not limited to those for bodily injury,



property damage, death arising out of or in connection with its officers, employees, agents, contractors, sub-contractors, guests or invitees' negligence or its/their performance or failure to perform this Agreement.

9.7 In the event of a conflict between The Town of Jay's Standard Clauses for Town Contracts (Appendix D) and any of the written terms and conditions of this solicitation and proposed contracts, the proposed contract terms and appendices, the Standard Clauses for Town Contracts shall supersede and control over those of the bid solicitation, proposed contract terms and appendices.

IN WITNESS WHEREOF, OWNER, and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER, and CONTRACTOR, or identified by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2025 (which is the Effective Date of the Agreement).

OWNER \_\_\_\_\_ CONTRACTOR \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest \_\_\_\_\_ Attest \_\_\_\_\_

Address for giving notices Address for giving notices

\_\_\_\_\_  
\_\_\_\_\_

License No. \_\_\_\_\_

Agent for services of process: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

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## **CERTIFICATE OF ATTORNEY – OWNER**

I, the undersigned

---

the duly authorized and acting legal representative of the

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do hereby certify that I have examined the foregoing contract and the Surety Bond attached thereto and the manner of execution thereof, and that I am of the opinion that each of the aforesaid agreements has been executed by the proper representatives, and that said representatives have respectively the full power and authority to execute said agreements on behalf of the respective parties named therein, and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**AFFIDAVIT - WORKER'S COMPENSATION**

State of \_\_\_\_\_

SS: \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_

of

\_\_\_\_\_

being duly sworn, deposes and says that he now carries that he has applied for a Worker's Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

Signed: \_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_

Notary Public

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## CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

---

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

Company:	<b>CONTRACTOR AS PRINCIPAL</b> (Corp. Seal)	Company:	<b>SURETY</b> (Corp. Seal)
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Signature: _____	Signature: _____
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Name and Title:	Name and Title:
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Company:	<b>CONTRACTOR AS PRINCIPAL</b> (Corp. Seal)	Company:	<b>SURETY</b> (Corp. Seal)
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Signature: _____	Signature: _____
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Name and Title:	Name and Title:
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EJCDC No. 1910-28A (1984 Edition)

Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner and the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any subsequently to declare a Contractor Default; and
  - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1 Arrange for the Contractor, with Consent of the Owner, to perform and complete the Construction Contract; or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for Contract or performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances.
    1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
    2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
  - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:
  - 6.2 Additional legal design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, include changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal, or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by the law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this bond has been furnished to comply with a statutory or other legal requirements in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted here from and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amount received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduce by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
  - 12.4 Owner Default: Failure of the Owner, which as neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with other terms thereof.

(FOR INFORMATION ONLY - Name, Address and Telephone) AGENT or BROKER:



## CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

---

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

### CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

### BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

	<b>CONTRACTOR AS PRINCIPAL</b>		<b>SURETY</b>
Company:	(Corp. Seal)	Company:	(Corp. Seal)
Signature:	_____	Signature:	_____
Name and Title:		Name and Title:	

	<b>CONTRACTOR AS PRINCIPAL</b>		<b>SURETY</b>
Company:	(Corp. Seal)	Company:	(Corp. Seal)
Signature:	_____	Signature:	_____
Name and Title:		Name and Title:	

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EJCDC No. 1910-28A (1984 Edition)

Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

- 2.1 Promptly makes payment, directly or indirectly, for all sums Due Claimants, and
- 2.2 Defends, indemnifies and hold harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials, or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands liens or suits to the Contractor and the Surety, and provided there is not Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

- 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- 4.2 Claimants who do not have a direct contract with the Contractor:
  1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
  2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
  3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given to the Contractor to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

- 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amount owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction

Contract area dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to make obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner, or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this bond has been furnished to comply with a statutory or other legal requirements in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted here from and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions.

15.1 Claimant: An individual or entity have a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in; the Construction, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract to perform and complete or comply with other terms thereof.

(FOR INFORMATION ONLY - Name, Address and Telephone)  
AGENT or BROKER:

OWNER'S REPRESENTATIVE Architect, Engineer or other party):

## **CERTIFICATE OF INSURANCE**

**(Attach Insurance Certificates Here)**

#### **IV. SPECIAL NOTES LISTING**

##### **SPECIAL NOTES LIST**

1. Coordination With Utilities
2. Emergency Contact Numbers
3. Insurance Coverage
4. Insurance Supplement
5. New York State Wage Rates
6. Special Specification Item Numbers

## **SPECIAL NOTE**

### **COORDINATION WITH THE UTILITY SCHEDULE**

**Project Name:** Grove Rd over Green Street Brook - Culvert Replacement

**Location:** Town of Jay, Essex County

The Contractor must coordinate its schedule of operations with the utility owner (New York State Electric & Gas) involved with the project and shall verify utility information found in the contract documents.

The Contractor shall coordinate with the utility owner to discuss the utility line temporary relocation or de-energizing. The contractor shall begin this process 10 days from award to expedite utility relocations.

### **ADVANCE NOTICE AND SCHEDULE REQUIREMENTS**

Contractor shall coordinate with NYSEG for the requirements of advance notice to schedule any field work identified on the contract plans. Contractor shall add this time requirement to the timeframe to complete the contract work.

### **COORDINATION**

The following is a list of contacts for the affected utility companies:

NYS Electric & Gas (NYSEG)

Contact: Troy Trombley

Phone: 518-669-0210

Email: [troy.trombley@avangrid.com](mailto:troy.trombley@avangrid.com)

## **SPECIAL NOTE**

### **EMERGENCY CONTACT NUMBERS**

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

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

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

#### During Normal Work Hours:

1. The Contractor's responsible person shall respond to the person or agency which initiated the call within 20 minutes from the time his answering service received it.
2. Immediately following the return call to the initiator, he should contact the Engineer advising of the situation and what action he plans to take. If the Engineer is not reachable at the Project Field Office, he should leave a message on the Engineer's answering machine and contact the following personnel in the order listed:
  - 1) Chris Sorrell, Highway Superintendent
  - 2) Jessie McDonald, Deputy Highway Superintendent
3. The Contractor shall respond to the emergency and make follow-up confirmatory calls as directed by the Town's Representative.

#### During Non-Working Hours:

1. The Contractor's responsible person shall respond to the person or agency which initiated the call within 20 minutes from the time his answering service received it. If the call initiated from a person or agency other than the Town of Day, immediately notify the Town of Day of the situation and the action he plans to take by contacting the following personnel in the order listed:
  - 1) Chris Sorrell, Highway Superintendent
  - 2) Jessie McDonald, Deputy Highway Superintendent
2. If work is required at the project site, the Contractor's responsible person shall be at the site within one hour from the time of the initiator's original call.
3. Follow-up calls within two hours of the original call shall be made to the original caller and to the Essex County advising of the status of the emergency and the action taken. At the same time, a message shall be left on the Engineer's field office answering machine with the same information.

**SPECIAL NOTE**  
***INSURANCE COVERAGE***

By virtue of the scope, location, type, and/or estimated value, the following types of insurance, listed in the Standard Specifications §107-06B do not apply to this project and the Contractor is under no obligation to furnish proof of such insurance.

**Professional Liability/ Errors and Omissions is not required** unless the Contractor intends to include professional services requiring the signature, stamp or certification of a licensed professional, including, without limitation, erection plans, demolition plans, containment plans, coffer dams, and temporary sheeting.

**Railroad Protective Liability Insurance is not required** because the project scope does not require work affecting any Railroads as described in §105-09.

**Marine Protection & Indemnity Insurance is not required** because the project scope does not require any Work performed on a navigable waterway using barges or other watercraft.

**Pollution Liability Insurance is not required** because the Contractor will not employ mobile equipment or tanks or facilities for fueling vehicles or equipment on-site. The Contractor will only use licensed and registered vehicles that are covered by a Commercial Automobile Policy, or provide the Pollution Liability Insurance.

***BUILDERS' RISKS INSURANCE:***

- Builders' Risks Insurance is not required for this contract.

## **SPECIAL NOTE**

### **INSURANCE**

This special note serves as a supplement to insurance requirements listed in the Invitation to Bidders section in this Manual and Section 107-06 of the New York State Department of Transportation Standard Specifications.

The following parties shall be named as additional insured for all those activities performed within its contracted activities for the contract as executed:

**Town of Jay**  
**H&T Engineering Services, PLLC**  
**New York State Electric & Gas (NYSEG)**

Coverage must also be provided for any consultant inspecting engineer or inspector (and their agents) working for or on the project.

The above listing supplements Section 107-06 INSURANCE of the New York State Department of Transportation Standard Specifications.



## **SPECIAL NOTE**

### **STATE PREVAILING WAGE RATES**

The Contractor shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. Throughout the contract, the Contractor shall obtain and pay workers in accordance with periodic wage rate schedule updates from the NYS Department of Labor (NYSDOL). Wage rate amendments and supplements are available on the NYSDOL web site at

<https://labor.ny.gov/workerprotection/publicwork/PWRateSch.shtm>.

All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work.

The NYSDOL prevailing wage rate schedule for this contract has been determined and is available on the internet. The prevailing wage rate schedule is accessed by visiting the NYSDOL web site, navigating to the appropriate web page, and entering the Prevailing Rate Case No. (PRC#). The PRC# is provided on NYSDOL Form PW-200 included in this contract Proposal.

A copy of the project specific prevailing wage rate schedule will be provided to the successful bidder upon award of the contract. Upon written request, the schedule will be provided by the Department of Transportation to prospective bidders without internet access.

## SPECIAL NOTE

### SPECIAL SPECIFICATION ITEM NUMBERS

The Contractor's attention is directed to the special specification pay item formats used in this contract. Special specification pay items may be presented in two different formats:

- Format 1. Pay items appearing in the special specification will have five digits to the left of the decimal point and up to six digits to the right of the decimal point. The two left-most digits represent the origin of the specification. Reference Standard Specification §101-02 Specifications.
- Format 2. Pay items appearing in the special specification will have three digits to the left of the decimal point and up to eight digits to the right of the decimal. The seventh and eight digits to the right of the decimal will represent the origin of the specification.

Where items in this contract appear in multiple formats, one format shall be equated to the other format as illustrated below:

#### Format 1

XXXXX.XX  
XXXXX.XXXX  
XXXXX.XXXXXX

#### Format 2 \*

XXX.XXbbbbXX  
XXX.XXXXbbXX  
XXX.XXXXXXXX

#### Format 3

XXX.XX0000XX  
XXX.XXXX00XX  
XXX.XXXXXXXX

\* "b" represents a blank space which will appear when all six digits of the pay item are not used.

## **V. SPECIFICATIONS**

### **A. SPECIFICATIONS**

The State of New York Department of Transportation Office of Engineering *Standard Specifications* January 1 2025 are hereby incorporated, in their entirety, and made a composite part of these specifications except as herewith modified and supplemented by these specifications and subsequent documents issued by the of Crown Point.

The Specifications, Plans and Contract Documents of the Town of Jay shall govern over those of other agencies but where the method of work and requirements of materials are not included in the Contract Documents of the Town, the State of New York Department of Transportation *Standard Specifications*, shall govern.

The Contractor should note that the Project Plans are dimensioned in US Customary (English) units only, and that all Payment Items will be measured and paid in standard US Customary (English) units.

The Engineer for the Town of Jay or his authorized representative shall make the final interpretations of any irregularities, ambiguities or questions arising out of these specifications and the New York State Department of Transportation *Standard Specifications* used on this project. References to the Town representative and Town personnel shall hereinafter be made as the "Engineer".

### **B. DEFINITIONS**

Refer to Chapter I. B.2 for Definitions and terms.

Whenever the words directed, required, permitted, ordered, instructed, designated, considered necessary, or where the words of like import are used, it shall be understood that the direction, requirement, permission, order, instruction, designation or prescription of the Engineer is intended; and similarly, the words approved, acceptable, satisfactory, or words of like import shall mean approved by or acceptable or satisfactory to the Engineer, unless another meaning is plainly intended. Whenever, in the description of any part of the Work to be done under this Contract, the expression as shown, as shown on the plans or the words of like import are used, it shall be understood to mean as shown on the Contract Drawings, unless another meaning is plainly intended.

**C. SPECIAL SPECIFICATIONS**

The following Special Specifications are contained in this project:

<b>Item</b>	<b>Description</b>	<b>Unit</b>
203.24010017	Shoulder Backup Material	Ton
620.29010009	Native Stream Be Material	CY
627.50140008	Cutting Pavement	LF

## **ITEM 203.24010017 - SHOULDER BACKUP MATERIAL**

### **DESCRIPTION:**

This work shall consist of furnishing, placing, grading, compacting, and trimming shoulder backup material of the type indicated adjacent to shoulders to the lines, grades, and locations indicated in the contract documents or to the lines, grades, and locations directed by the Engineer, in accordance with these specifications and details shown in the plans.

### **MATERIALS:**

**General.** Except as indicated below, §304-2 shall apply. Where the term “subbase course” is used in that subsection, “shoulder backup material” shall replace it.

Material incorporated into the work need not be stockpiled. The State may test for plasticity, soundness, and gradation at its discretion, or may decide not to test for these properties. Materials incorporated into the work shall consist of uncontaminated materials, free of glass, conforming with these specifications, the contract documents, and the directions of the Engineer.

Unless indicated otherwise in the contract documents, the Contractor may choose the type or types of material to use from the list of types given below. Intermixing of the permitted types, however, will be subject to the approval of the Engineer.

Material that proves to be, or that is determined by the Engineer to be impractical to place, grade, trim or compact as shown in the contract documents or as directed by the Engineer shall not be used.

**Type A (Crusher-run, crushed gravel, or crushed stone.)** Shoulder backup material of this type shall consist of well graded crusher-run material from a stone quarry or gravel source, or crushed Portland cement concrete. The material shall contain no organic, deleterious, hazardous or toxic material. Gradation shall be subject to the approval of the Engineer, but no material larger than 1 inch in greatest dimension will be allowed. Materials shall not show losses greater than 20% after four cycles of the Magnesium Sulfate Soundness test.

**Type B (Subbase Course, Type 2.)** Shoulder backup material of this type shall meet the material requirements of Subbase Course, Type 2. The Regional Geotechnical Engineer will examine each proposed source of material for compliance with these specification requirements, and submit an evaluation of the material including any limiting conditions to the Engineer.

**Type C (Subbase Course, Type 4.)** Shoulder backup material of this type shall meet the material requirements of Subbase Course, Type 4 of the Standard Specifications, except the material furnished shall consist of sand and gravel or a blend of sand and gravel and stone. The Regional Geotechnical Engineer will examine each proposed source of material for compliance with these specification requirements, and submit an evaluation of the material including any limiting conditions to the Engineer.

**Type D (Recycled Asphalt Concrete.)** Material provided under this option shall consist of uncontaminated recycled asphalt concrete pavement produced on the contract or from other sources as approved by the Engineer. Recycled asphalt concrete pavement shall be substantially free of pieces larger than 1.5 inches.

**Type E (Select Structural or Granular Fill.)** Material provided under this option shall consist of material conforming to the soundness, gradation, and pH requirements for Select Structural Fill or Select Granular Fill, except top size shall not exceed that for Type C.

## **ITEM 203.24010017 - SHOULDER BACKUP MATERIAL**

### **CONSTRUCTION DETAILS:**

The material shall be placed on the grade in a manner to minimize segregation using equipment and procedures approved by the Engineer. Uncontrolled spreading from piles dumped on the grade resulting

in segregation will not be permitted. Maximum loose lift thickness prior to compaction shall be 6 inches. The contractor's compaction methods and equipment shall be approved by the Engineer. After compaction, the finished surface of the compacted material at the shoulder edge shall not extend above the edge of the shoulder nor be more than 0.4 inches below the shoulder. Tolerance elsewhere shall be 1½ inch, except the surface shall be graded to drain at every location.

If the final grade of the material is not in reasonable close conformity to the lines and grades indicated in the contract documents, or to those directed by the Engineer, the material shall be trimmed to achieve reasonably close conformance. Additional material shall be brought in to fill deficiencies, and excess material (trimmings) shall be removed. Trimmings may be incorporated into the shoulder backup work at other locations along the project if such opportunities exist and provided gradation of the resulting material remains in conformance with the gradation requirement for the selected option. When it is not possible to incorporate the trimmings in the shoulder backup work the trimmings shall be disposed of or used elsewhere in the contract in a manner approved by the Engineer.

### **METHOD OF MEASUREMENT:**

Shoulder Backup Material will be measured for payment as the number of tons evidenced by delivery tickets, properly placed, graded, compacted, and trimmed along the edge of shoulder in accordance with these specifications and the directions of the Engineer.

When truck scales are not available within reasonable distance of the source of the material, as determined by the Engineer, the quantity paid for will be determined using conversion factors and the loose volume of shoulder backup material determined by measuring the dump truck bodies. The Contractor shall select the trucks to be used for delivery of the material with the approval of the Engineer. Once the trucks are selected and approved by the Engineer, no other trucks shall be used for delivery of this material. The trucks shall be uniformly loaded to the satisfaction of the Engineer.

Additional material brought in as part of the trimming operation to fill deficiencies will be measured for payment. The quantity of trimmings removed from the shoulder backup operation and not incorporated into the shoulder backup work elsewhere, however, will not be measured for payment under this pay item, and the Engineer will make an appropriate adjustment to the measured quantity.

Unless other conversion factors are indicated in the Contract Documents, the conversion factor will be 0.05tons per cubic foot, loose measure.

### **BASIS OF PAYMENT:**

The unit price bid per ton for Shoulder Backup Material shall include the cost of all labor, materials, and equipment necessary to satisfactorily furnish, place, grade, compact, and trim Shoulder Backup Material.

**ITEM 620.29010009 - NATIVE STREAM BED MATERIAL (A)**  
**ITEM 620.29110009 - NEW (IMPORTED) STREAM BED MATERIAL (B)**

**DESCRIPTION**

This work shall consist of removing, stock piling and replacing native stream bed material or furnishing and placing new stream bed material within freshly dug or established stream channels, in inverts of culvert at locations shown on the plans or as directed by the Engineer. The work shall be completed in conformity with the lines, grades, thicknesses and typical sections as shown on the plans or as established by the Engineer.

**MATERIALS**

Native stream bed material shall be existing stream bed material, having a consistent character and shall be derived from designated locations as shown on the plans. All native stream bed material must be approved in writing by the Regional Fisheries Officer of the New York State Department of Environmental Conservation (DEC).

New stream bed material shall be furnished from an approved source and shall be composed of well graded naturally occurring round or sub-rounded stone and substantially free of excess dirt or silt. Crushed material is not acceptable. Gradation shall be:

<i>Stone Size</i>	<i>% by Total Weight</i>
Passing 12 inch screen	100%
Passing 10 inch screen	70 to 75 %
Passing 4 inch screen	30 to 40 %
Passing ½ inch screen	0 to 5 %

Of the portion passing the 4 inch screen, there shall be an approximately equal blend of 1 inch, 2 inch and 3 inch material. Gradation approval or rejection will be based on a visual inspection of the material by the Engineer and/or the DEC.

**CONSTRUCTION DETAILS**

Where specified, native stream bed material shall be removed from only designated areas shown on the plans and stockpiled (if necessary) at a location approved by the Engineer for reuse.

The Contractor shall place native or new stream bed material over existing stream beds, freshly dug or graded stream channels, or in the bottom inverts of specified culverts to the depth, lines and grades specified on the contract documents. The material shall be placed in a manner that will produce a non-uniform surface with larger stones protruding above the smaller ones.

**METHOD OF MEASUREMENT**

The quantity of stream bed material items shall be measured as the number of cubic yards of material computed to the payment lines shown on the plans or as directed by the Engineer.

**ITEM 620.29010009 - NATIVE STREAM BED MATERIAL (A)**  
**ITEM 620.29110009 - NEW (IMPORTED) STREAM BED MATERIAL (B)**

**BASIS OF PAYMENT**

The unit price bid per cubic yard for native stream bed material shall include the cost of all labor, equipment and incidental materials required to excavate the material from it's source, stockpile (if required) and reuse the material by placing it in specified locations in conformance with this specification, except for necessary stream bed preparation work prior to placement.

The unit price bid for new stream bed material shall include the cost of all labor, materials and equipment necessary to satisfactorily complete the work, except for necessary stream bed preparation work prior to placement.

Stream bed preparation work shall be paid for under separate pay items in the contract.

Payment shall be made under the following pay items:

<b>ITEM 620.29010009 - NATIVE STREAM BED MATERIAL (A)</b>	<b>C.Y.</b>
<b>ITEM 620.29110009 - NEW (IMPORTED) STREAM BED MATERIAL (B)</b>	<b>C.Y.</b>



## **ITEM 627.50140008 - CUTTING PAVEMENT**

### **DESCRIPTION:**

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

### **MATERIALS:**

None specified.

### **CONSTRUCTION DETAILS:**

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

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

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

### **METHOD OF MEASUREMENT:**

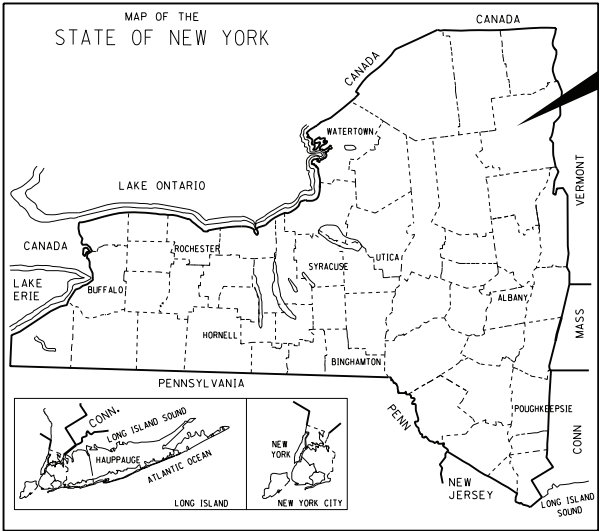
The quantity to be measured will be the number of linear feet of pavement cutting satisfactorily completed.

### **BASIS OF PAYMENT:**

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

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

DESIGNED BY CUV CHECKED BY CT  
DRAFTED BY EG CHECKED BY CT



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

# CULVERT REPLACEMENT PLAN GROVE ROAD OVER GREEN STREET BROOK

TOWN OF JAY  
ESSEX COUNTY, NY

PREPARED AND RECOMMENDED BY:



CHARLES TUTUNJIAN  
LIC. NO. 074258

6/26/2025

PREPARED FOR :

TOWN OF JAY  
11 SCHOOL LANE  
AU SABLE FORKS, NY, 12912

INDEX		
SHEET NO.	DESCRIPTION	DRAWING NO.
1	COVER	COV
2	GENERAL NOTES, HORIZONTAL ALIGNMENT, & ESTIMATE	GN-1
3	WORK ZONE TRAFFIC CONTROL - 1	WZTC-1
4	WORK ZONE TRAFFIC CONTROL - 2	WZTC-2
5	HIGHWAY GENERAL PLAN	GP-1
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7	TYPICAL SECTIONS	ST-2
8	ROADWAY PROFILE & DETAILS	ST-3
9	STREAM PROFILE	ST-4
10	EARTHWORK PLAN AND SECTIONS	ST-5
11	SHEETING PLAN & ELEVATIONS	ST-6
12	FOOTING PLANS & ELEVATIONS	ST-7
13	PLATE ARCH PLAN & DETAILS	ST-8



**H&T**  
Engineering, PLLC

14 Corporate Dr, Clifton Park, NY 12065  
888-379-1527

CULVERT REPLACEMENT

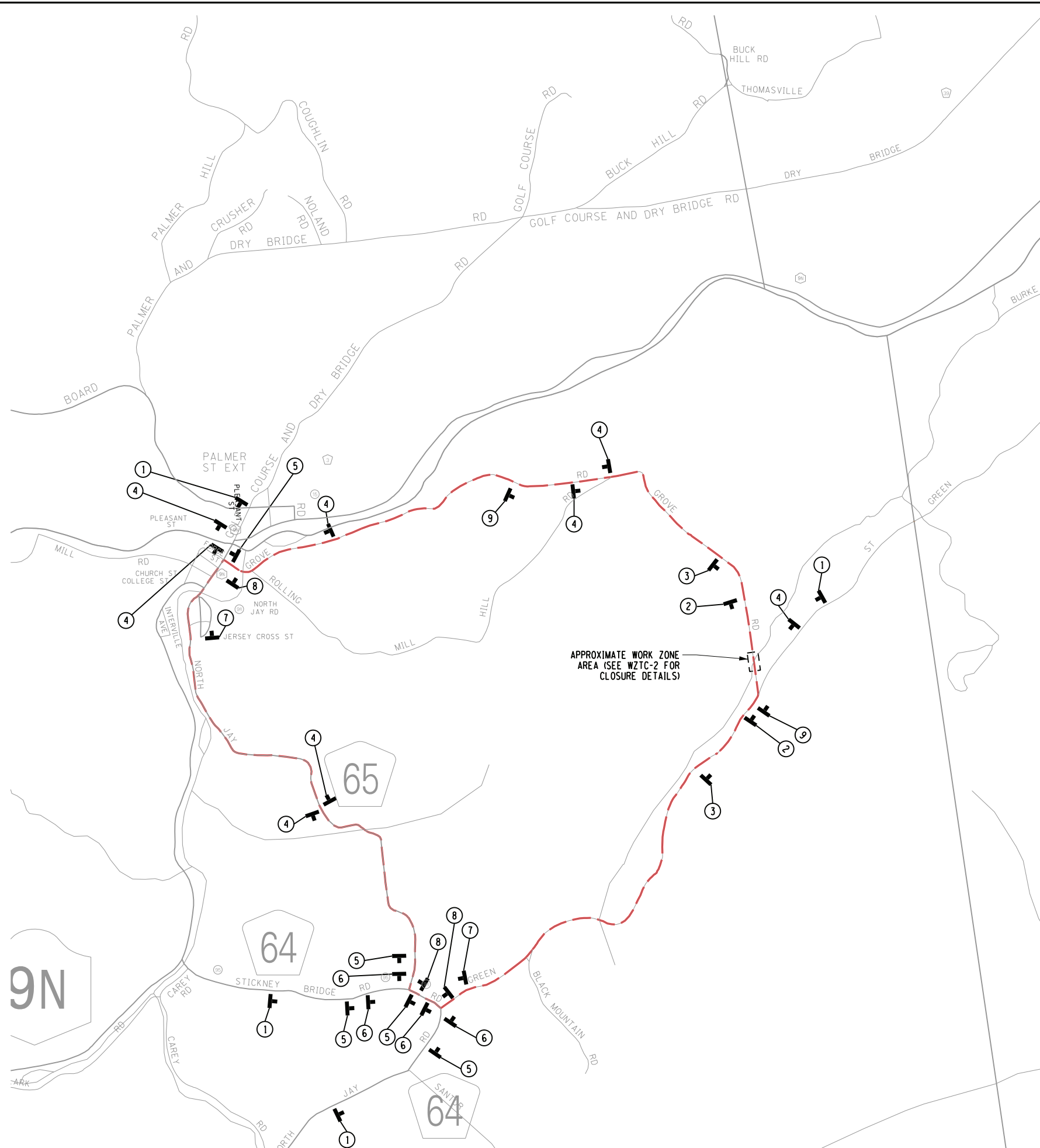
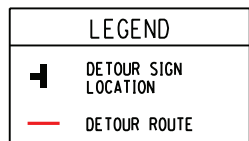
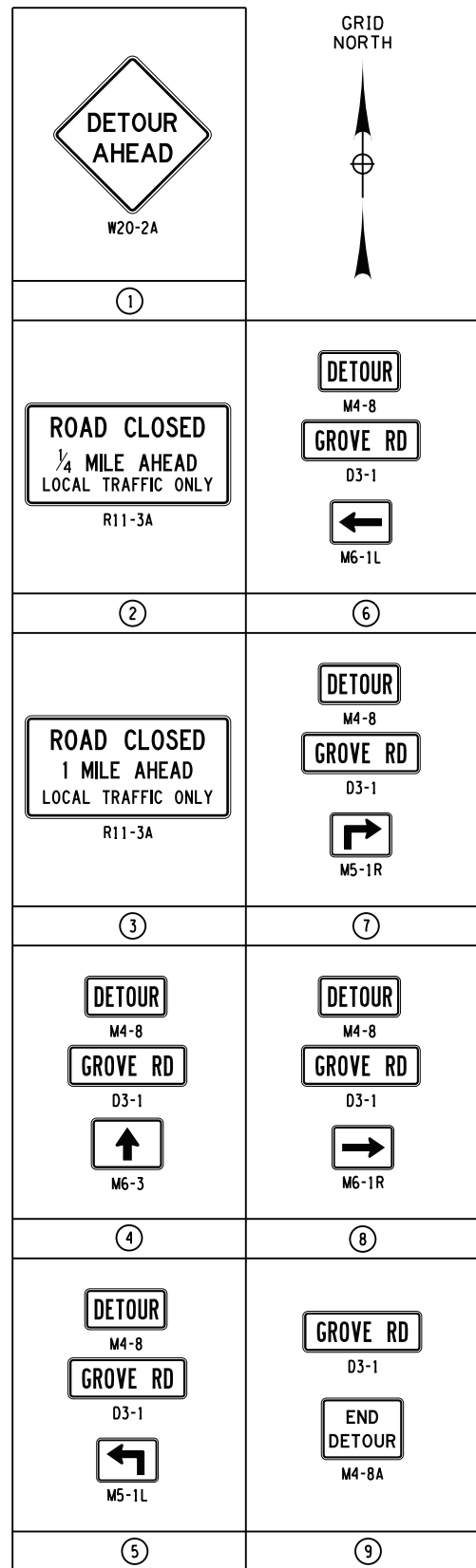
GROVE RD

OVER GREEN STREET BROOK

SHEET NO.	TOTAL SHEETS	H&T#	24-139
1	13	DATE:	06/2025



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[illegible]



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NOTES:

1. TYPE III BARRICADES USED TO CLOSE A TRAVEL LANE(S) OR ROADWAY SHALL BE SPACED UNIFORMLY ACROSS THE TRAVEL LANE(S) OR ROADWAY. THE NUMBER OF TYPE III BARRICADES REQUIRED SHALL BE THE NUMBER OF WHOLE UNITS DETERMINED BY DIVIDING THE WIDTH OF THE TRAVEL LANE(S) OR ROADWAY CLOSED (FT) BY 4 (FT). (FOR EXAMPLE, 15 FT. TRAVEL LANE / 4 FT = 3.75. THEREFORE 3 TYPE III BARRICADES REQUIRED.)




WORK ZONE TRAFFIC CONTROL NOTES:

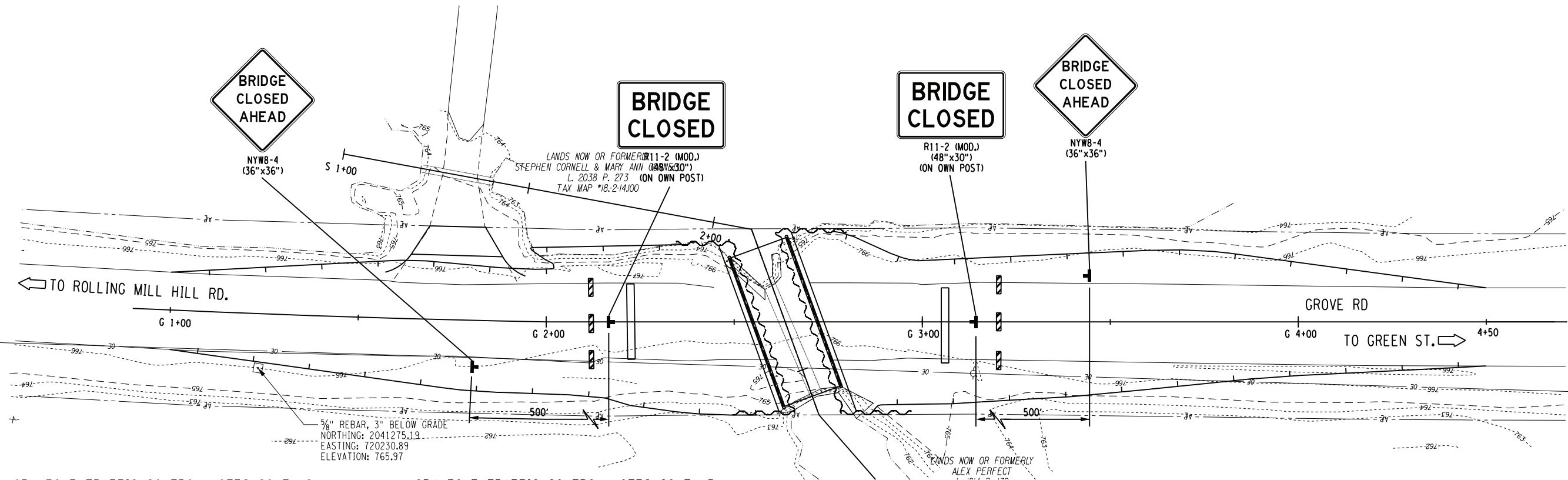
1. GENERAL NOTES:
- A. WORK ZONE TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 619 - WORK ZONE TRAFFIC CONTROL - OF THE NYSDOT STANDARD SPECIFICATIONS, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES WITH REVISIONS 1 & 2, NYSDOT STANDARD SHEETS 619 SERIES, AND ANY PROVISIONS CONTAINED IN THESE PLANS.
- B. THE TYPICAL DETAILS DEPICTED ON THE STANDARD SHEETS, THE TRAFFIC CONTROL PLANS, AND IN THE MUTCD REFLECT THE MINIMUM REQUIREMENTS. ADDITIONAL SIGNS AND/OR TRAFFIC CONTROL DEVICES MAY BE REQUIRED AS DETERMINED BY THE ENGINEER. COST TO BE INCLUDED IN THE PRICE BID FOR THE APPROPRIATE ITEMS. IF AT ANY TIME THE ENGINEER DETERMINES THAT TRAFFIC IS NOT BEING PROPERLY MAINTAINED WITHIN A WORK ZONE, THE CONTRACTOR SHALL IMMEDIATELY CORRECT THE INDICATED DEFICIENCY, AOE.

WORK ZONE TRAFFIC CONTROL NOTES CONT. (1):

- C. THE CONTRACTOR MUST SUBMIT TO THE ENGINEER, IN WRITING, PROPOSED REVISIONS TO THE TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL BY THE COUNTY FIVE (5) WORKING DAYS PRIOR TO THE PLANNED IMPLEMENTATION OF SUCH PROPOSED REVISIONS, EXCEPT FOR CHANGES THAT ALTER THE BASIC CONCEPT OF THE TRAFFIC CONTROL PLAN. SUCH CONCEPTUAL CHANGES MUST BE SUBMITTED TO THE ENGINEER FOR APPROVAL BY THE COUNTY THIRTY (30) WORKING DAYS PRIOR TO IMPLEMENTATION OF SUCH REVISIONS.
- D. THE CONTRACTOR SHALL PROVIDE THE ENGINEER, IN WRITING, WITH THE NAMES, ADDRESSES, AND TELEPHONE NUMBERS OF STAFF WHO ARE AUTHORIZED TO SECURE LABOR, MATERIALS, AND EQUIPMENT FOR EMERGENCY REPAIRS OUTSIDE NORMAL WORKING HOURS. THE ENGINEER WILL PROVIDE THE SUBMITTED INFORMATION TO NYS DOT, REGIONAL MANAGEMENT, THE NEW YORK STATE POLICE, THE RESIDENT ENGINEER, THE TOWN, THE COUNTY, AND THE LOCAL POLICE.
- E. PRIOR TO THE START OF ANY WORK OPERATIONS, ALL RELATED WORK FOR PROPOSED WORK ZONE TRAFFIC CONTROL, ABOVE, SHALL BE COMPLETE. THIS INCLUDES BUT IS NOT LIMITED TO, ALL SIGNS, SIGNALS, PAVEMENT MARKINGS, BARRIERS, DELINEATION (CONES, DRUMS, ETC.) FLAGGERS, PAVEMENT MODIFICATIONS, AND ANY OTHER RELATED WORK.

LEGEND:

-  SIGNS, PAYMENT UNDER ITEM 619.01  
 TEMPORARY POSITIVE BARRIER (UNPINNED)  
 COST TO BE INCLUDED IN ITEM 619.01  
 TYPE III BARRICADE, ITEM 619.04  
 --- LIMITS OF EXCAVATION



WORK ZONE TRAFFIC CONTROL NOTES CONT. (2):

- F. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN SAFE AND ADEQUATE INGRESS AND EGRESS TO AND FROM INTERSECTION HIGHWAYS, HOMES AND COMMERCIAL ESTABLISHMENTS AT ALL TIMES TO THE SATISFACTION OF THE ENGINEER. THIS WORK SHALL BE PERFORMED IN ACCORDANCE WITH ITEM 619.01 SECTION 619-3.02(C).
2. STANDARD SHEETS 619-10, 11, AND 12 CRITERIA:
  - A. PRECONSTRUCTION POSTED SPEED LIMIT: UNPOSTED
  - B. TYPE OF ROADWAY: LOCAL ROAD
  - C. SETTING: RURAL
3. TIME/DATE RESTRICTIONS:
  - A. THE CONTRACTOR SHALL NOT BEGIN WARMING UP EQUIPMENT BEFORE THE SCHEDULED START TIMES, NOR KEEP THE EQUIPMENT RUNNING AFTER THE SCHEDULED QUIT TIMES. MAINTENANCE OF EQUIPMENT ON SITE WHICH REQUIRES THE EQUIPMENT TO BE RUNNING SHALL BE APPROVED BY THE ENGINEER IF THE MAINTENANCE IS PERFORMED OUTSIDE THE WORK HOUR RESTRICTIONS.
  - B. THERE SHALL BE NO WORK OPERATIONS ALLOWED BEFORE SUNRISE OR AFTER SUNSET WITHOUT APPROVAL OF THE COUNTY/ENGINEER AND AN APPROVED LIGHTING PLAN. THE LIGHTING PLAN SHALL BE APPROVED PRIOR TO THE START OF WORK BY THE ENGINEER.
4. CONSTRUCTION VEHICLES, EQUIPMENT, AND MATERIALS:
  - A. THE CLEAR ROADSIDE AREA IS DEFINED AS THE AREA WITHIN 10 FEET OF THE EDGE OF THE TRAVEL WAY.

WORK ZONE TRAFFIC CONTROL NOTES CONT. (3):

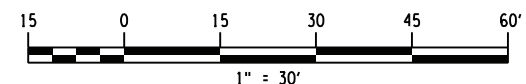
- C. CONTRACTOR VEHICLES NOT IN USE AND PRIVATE VEHICLES OWNED BY CONTRACTOR'S EMPLOYEES SHALL NOT BE PARKED IN THE CLEAR ROADSIDE AREA, OR ANY OTHER LOCATION CONSIDERED BY THE ENGINEER TO BE A HAZARD. THIS REQUIREMENT IS NOT LIMITED TO THE CONTRACT LIMITS.
  - D. NO MATERIAL IS TO BE STORED WITHIN THE CLEAR ROADSIDE AREA WITHOUT THE APPROVAL OF THE ENGINEER.
  - E. VEHICLES BELONGING TO THE CONTRACTOR OR THE CONTRACTOR'S EMPLOYEES SHALL NOT BE PARKED IN A MANNER WHICH OBSTRUCTS SIGNS, BARRIERS, BARRICADES, OR OTHER TRAFFIC CONTROL DEVICES.
  - F. VEHICLES BELONGING TO THE CONTRACTOR OR THE CONTRACTOR'S EMPLOYEES SHALL NOT BE PARKED IN A MANNER WHICH INTERFERES WITH ACCESS TO ADJUTING PROPERTIES.
  - G. THE CONTRACTOR SHALL PLAN AND INCORPORATE ACCESS POINTS INTO THE WORK ZONE SUCH THAT, TO THE EXTENT PRACTICAL, THE CONTRACTOR'S VEHICLES ENTERING AND LEAVING THE WORK ZONE SHALL NOT IMPEDE THE MOVEMENT OF THROUGH TRAFFIC IN THE ADJACENT OPEN LANES.
5. CHANNELIZING DEVICES:
  - A. WHERE POSSIBLE ALL CHANNELIZING AND GUIDING DEVICES ARE TO BE PLACED SO AS TO PROVIDE A MINIMUM 1 FOOT LATERAL CLEARANCE TO THE TRAVELED WAY.
  - B. THE CONTRACTOR SHALL NOT MIX CHANNELIZATION DEVICES IN A LINEAR CLOSURE OR TAPER I.E. CONES, VERTICAL PANELS AND DRUMS SHALL NOT BE USED IN THE SAME TAPER OR CLOSURE. HOWEVER, DIFFERENT CHANNELIZATION DEVICES MAY BE USED IN DIFFERENT AREAS OF A PROJECT.

WORK ZONE TRAFFIC CONTROL NOTES CONT. (4):

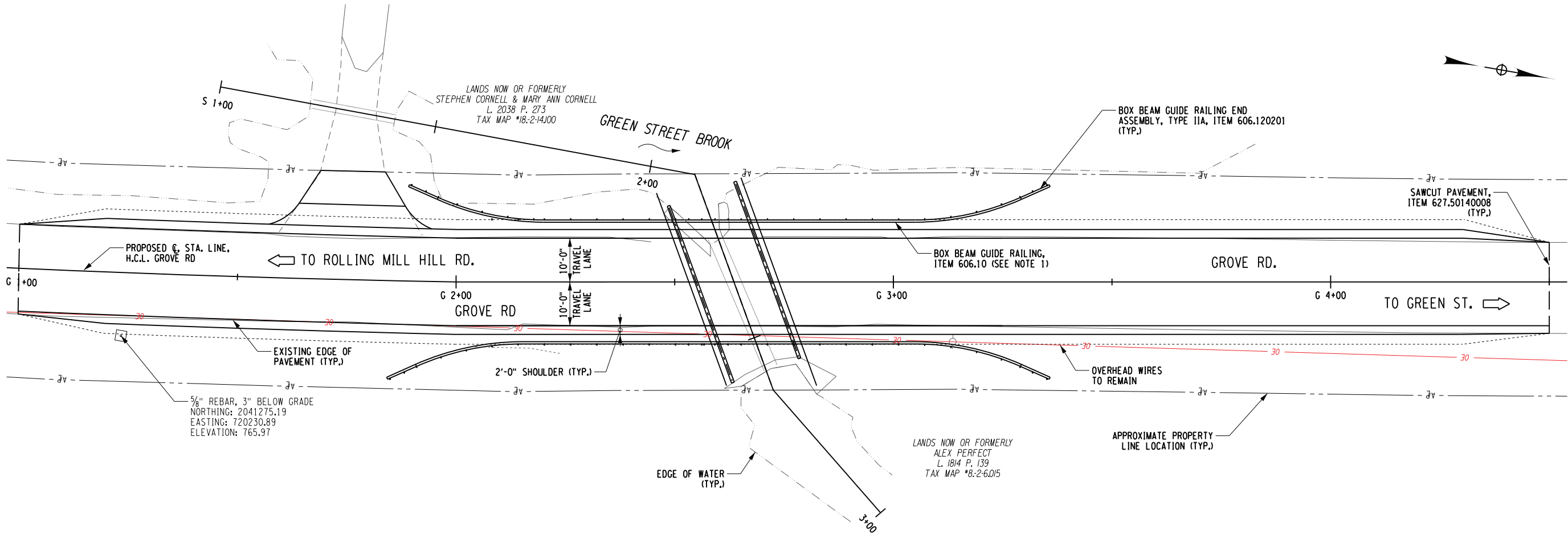
- C. REFLECTORIZED PLASTIC DRUM DELINEATORS SHALL BE USED AT HAZARDOUS LOCATIONS DETERMINED BY THE ENGINEER. DELINEATORS SHALL REMAIN IN PLACE UNTIL SATISFACTORY PROTECTION IS PROVIDED. DELINEATORS SHALL BE SPACED AT A DISTANCE NOT TO EXCEED 25 FEET, OR AS DIRECTED BY THE ENGINEER.
- 6. FLAGGING AND TRAFFIC CONTROL:
  - A. FLAGGER SIGNS SHALL NOT BE USED FOR BRIEF PERIODS OF INCIDENTAL FLAGGING, AOE. FLAGGER SIGNS SHALL NOT BE VISIBLE WHEN FLAGGERS ARE NOT BEING USED.
  - B. WHEN A SIDE ROAD OR DRIVEWAY INTERSECTS THE ROADWAY WITHIN A WORK ZONE TRAFFIC CONTROL AREA, ADDITIONAL TEMPORARY TRAFFIC CONTROL DEVICES AND/OR FLAGGERS SHALL BE PLACED AS NEEDED. ADDITIONAL FLAGGERS SHALL BE LOCATED AS NEEDED AT ALL INTERSECTIONS AND COMMERCIAL DRIVEWAYS LOCATED WITHIN OR NEAR THE ACTIVE WORK SPACE.
- 7. SIGNS AND DEVICES:
  - A. DIAMOND-SHAPED ADVANCE WARNING SIGNS SHALL BE USED FOR ALL ADVANCE WARNING SIGNS SHOWN IN PART 6 OF THE MUTCD. COLOR REQUIREMENTS SHALL BE BLACK TEXT ON ORANGE BACKGROUND.
  - B. THE CORRECT SPACING OF SIGNS, EITHER PERMANENT OR TEMPORARY MUST BE MAINTAINED AT ALL TIMES IN ACCORDANCE WITH THE MUTCD UNLESS SHOWN OTHERWISE ON THE PLANS. ALL SIGNS INCLUDING GUIDE SIGNS SHALL INDICATE ACTUAL CONDITIONS AT ALL TIMES AND SHALL BE COVERED, MOVED, REMOVED, OR CHANGED IMMEDIATELY AS ORDERED BY THE ENGINEER.

WORK ZONE TRAFFIC CONTROL NOTES CONT. (5):

- D. THE LOCATION OF THE SIGNS SHOWN ON THE WORK ZONE TRAFFIC CONTROL PLANS AND DETAILS MAY BE ADJUSTED BASED ON SIGHT DISTANCE AND OTHER CONSIDERATIONS. THE FINAL LOCATIONS OF SIGNS ARE SUBJECT TO APPROVAL OF THE ENGINEER.
- D. ANY EXISTING SIGNS, INCLUDING OVERHEAD SIGNS, WHICH CONFLICT WITH THE TEMPORARY TRAFFIC CONTROL SIGNS LAYOUT SHALL BE COVERED, REMOVED, STORED OR RESET, AS APPROVED BY THE ENGINEER. ALL APPROPRIATE EXISTING SIGNS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AND/OR LOCATION UNLESS OTHERWISE REPLACED IN THIS CONTRACT.
- E. SIGNS AT OR NEAR INTERSECTIONS SHALL BE PLACED SO THAT THEY DO NOT OBSTRUCT A MOTORIST'S LINE OF SIGHT.
- F. ALL WARNING AND REGULATORY SIGNS SHALL BE POSTED ON BOTH SIDES OF ONE-WAY STREETS, IN CASES WHERE LANE RESTRICTIONS REDUCE THE TRAVEL LANE TO ONE LANE, SIGNS SHALL BE POSTED ON THE RIGHT SIDE OF THE ACTIVE TRAVEL LANE, UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.
- G. THE DIMENSIONS OF WORK ZONE TRAFFIC CONTROL SIGNS TO BE USED FOR THIS PROJECT ARE DESCRIBED IN THE MUTCD AND THE NYSDOT STANDARD SHEET SERIES 619.

[illegible]

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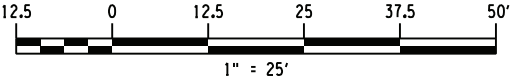


GENERAL PLAN

TABLE OF GUIDE RAIL				
STATION		SIDE	ITEM 606.10 (LF)	ITEM 606.120201 (EACH)
FROM	TO			
1+84.63	2+15.00	RT		1
1+88.28	2+02.50	LT		1
2+02.50	3+05.00	LT	85	
2+15.00	3+05.00	RT	90	
3+05.00	3+35.86	LT		1
3+05.00	3+35.86	RT		1

NOTE: 3'-0" (MAX.) POST SPACING SHALL BE USED IN ALL LOCATIONS OVER THE CULVERT. OTHER LOCATIONS, INCLUDING THE END SECTIONS, SHALL BE SPACED IN ACCORDANCE WITH THE APPLICABLE NYSDOT STANDARD SHEETS.




TABLE OF SNOW PLOW MARKERS			
STATION	SIDE	ITEM 646.22	ITEM 646.32
2+03.50	LT	2	1
2+16.00	RT	1	1
3+04.00	LT	1	1
3+04.00	RT	2	1
TOTALS		6	4



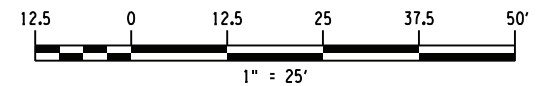
CULVERT REPLACEMENT PLAN GROVE ROAD OVER GREEN STREET BROOK TOWN OF JAY, ESSEX COUNTY, NEW YORK	H&T Engineering, PLLC 14 Corporate Dr., Clifton Park, NY 12065	DESIGNED: CJV	DRAWN BY: EG	CHECKED: CT
		DATE: JUNE 2025	H&T No.: 24-139	SCALE: AS NOTED
HIGHWAY GENERAL PLAN		GP-1		
SHEET NUMBER		5 of 13		

TOWN OF JAY  
P.O. BOX 730  
11 SCHOOL LANE  
AU SABLE FORKS, NY 12912

**LEGEND:**

-  - CUT LIMITS
-  - FILL LIMITS
-  - STONE FILLING (LIGHT), ITEM 620.03

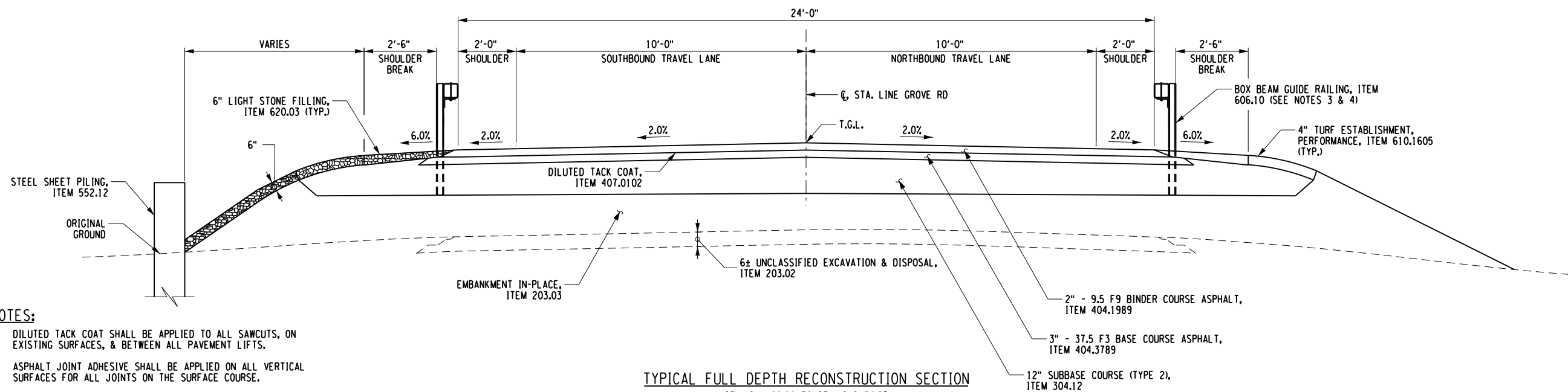
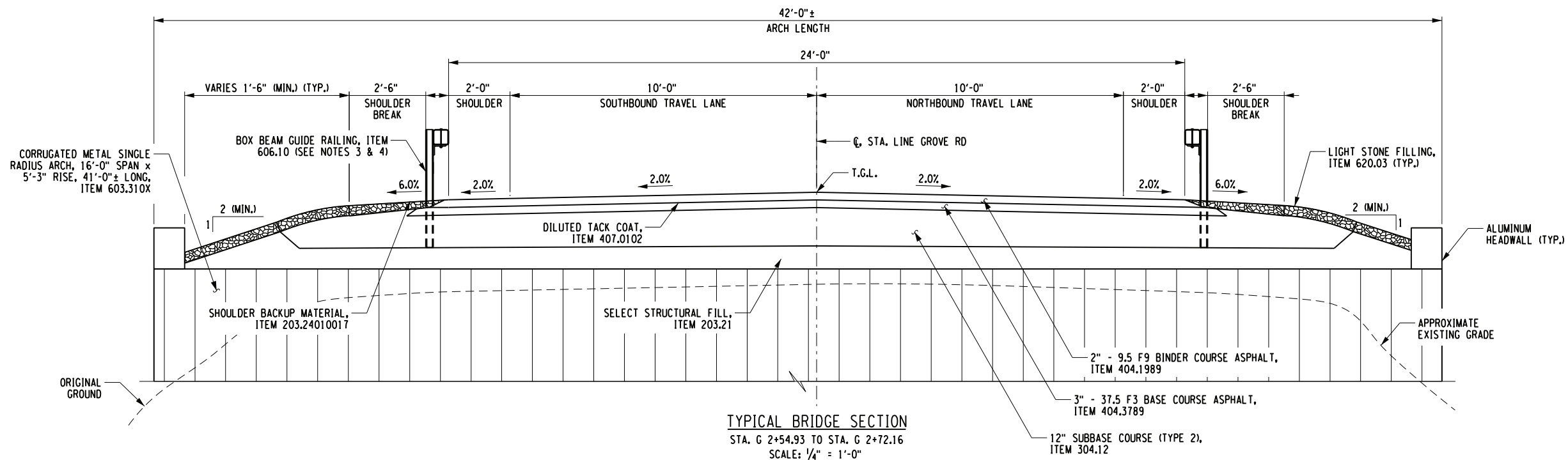
## GENERAL PLAN

ELEVATION A-A

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IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY, IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.



NOTES:

1. DILUTED TACK COAT SHALL BE APPLIED TO ALL SAWCUTS, ON EXISTING SURFACES, & BETWEEN ALL PAVEMENT LIFTS.
2. ASPHALT JOINT ADHESIVE SHALL BE APPLIED ON ALL VERTICAL SURFACES FOR ALL JOINTS ON THE SURFACE COURSE.
3. GUIDE RAIL POST SPACING SHALL BE 3'-0" (MAX.) ABOVE CULVERT.
4. IN LOCATIONS ABOVE THE CULVERT WHERE 3'-0" EMBEDMENT IS NOT ACHIEVABLE, GUIDE RAIL POSTS SHALL BE ENCASED IN A 1'-0" DIAMETER CONCRETE CYLINDER. COST TO BE INCLUDED IN ITEM 606.10.
5. AFTER FINAL PAVING, EACH TRAVEL LANE SHALL BE PAINTED WITH A 4" WIDE NORMAL EDGE LINE (TYPE WEL), ITEM 685.1102, FROM STA. G 1+00.00 TO STA. G 4+50.00.
6. AFTER FINAL PAVING, THE ROADWAY SHALL BE PAINTED WITH A 4" WIDE NORMAL SOLID DOUBLE CENTER LINE (TYPE YSOL), ITEM 685.1202, FROM STA. G 1+00.00 TO STA. G 4+50.00.

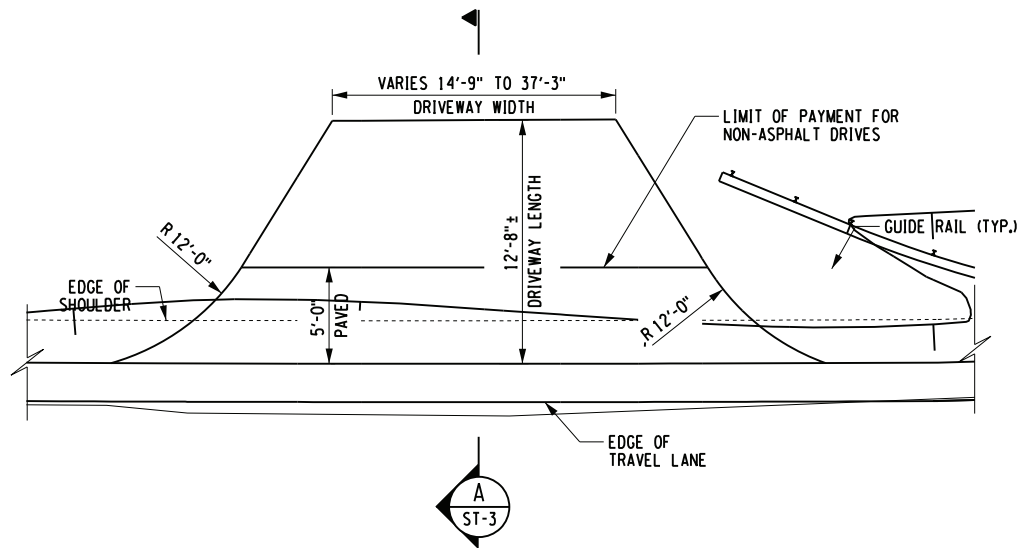
TYPICAL FULL DEPTH RECONSTRUCTION SECTION

STA. G 1+00.00 TO STA. G 2+54.93  
STA. G 2+72.16 TO STA. G 4+50.00  
SCALE:  $\frac{1}{4}" = 1'-0"$

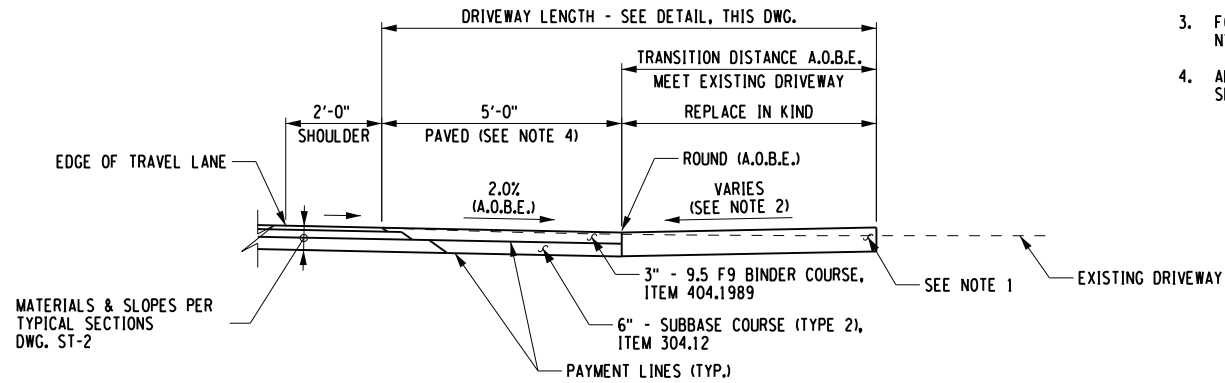
<div>ST-2</div>				<div>CULVERT REPLACEMENT PLAN GROVE ROAD OVER GREEN STREET BROOK TOWN OF JAY, ESSEX COUNTY, NEW YORK</div>				<div><div><div><div>H</div></div><div>H&amp;T Engineering, PLLC</div></div><div>14 Corporate Dr, Clifton Park, NY 12065</div></div>				<div>TOWN OF JAY P.O. BOX 730 11 SCHOOL LANE AU SABLE FORKS, NY 12912</div>				<div>NO.</div>		<div>REVISION</div>		<div>BY</div>		<div>DATE</div>	



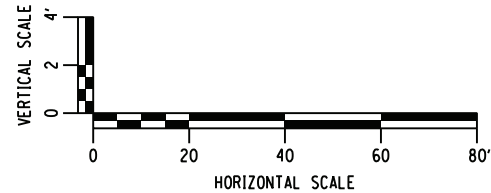
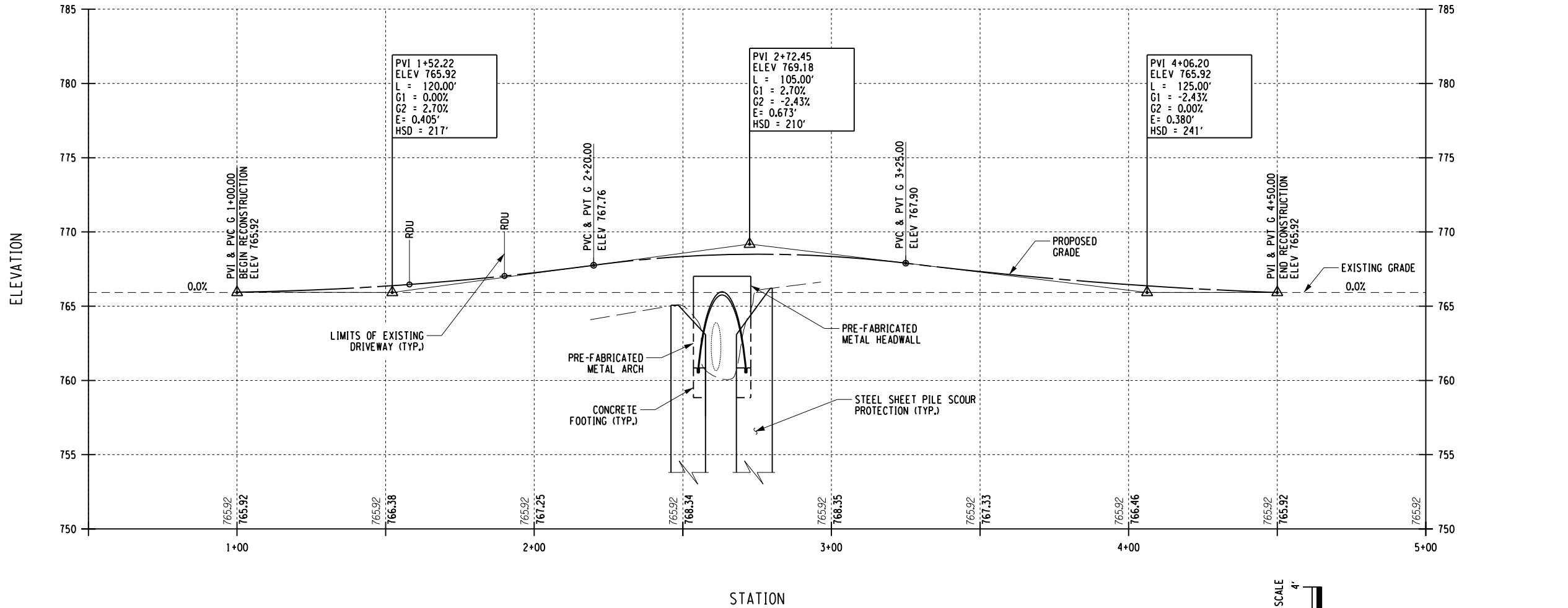
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY, IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED. THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.



1 TYPICAL DRIVEWAY DETAIL  
SCALE: 1" = 10'-0"



A DRIVEWAY RECONSTRUCTION SECTION  
SCALE: 1/4" = 1'-0"



DRIVEWAY RECONSTRUCTION NOTES:

1. RESIDENTIAL ASPHALT DRIVEWAYS SHALL BE PAVED WITH 3" OF ITEM 404.1989 ON 6" OF ITEM 304.12. GRAVEL DRIVEWAYS SHALL HAVE 6" OF ITEM 304.12.
2. SLOPE WILL VARY TO PROVIDE NEGOTIABLE DRIVE. MATERIAL REQUIRED TO MATCH EXISTING DRIVE.
3. FOR ADDITIONAL DRIVEWAY DETAILS, REFER TO NYSDOT STANDARD SHEETS 608-03.
4. ALL GRAVEL DRIVEWAYS SHALL HAVE A 5'-0" PAVED SECTION FROM THE EDGE OF SHOULDER.

CULVERT REPLACEMENT PLAN  
GROVE ROAD OVER  
GREEN STREET BROOK  
TOWN OF JAY, ESSEX COUNTY, NEW YORK

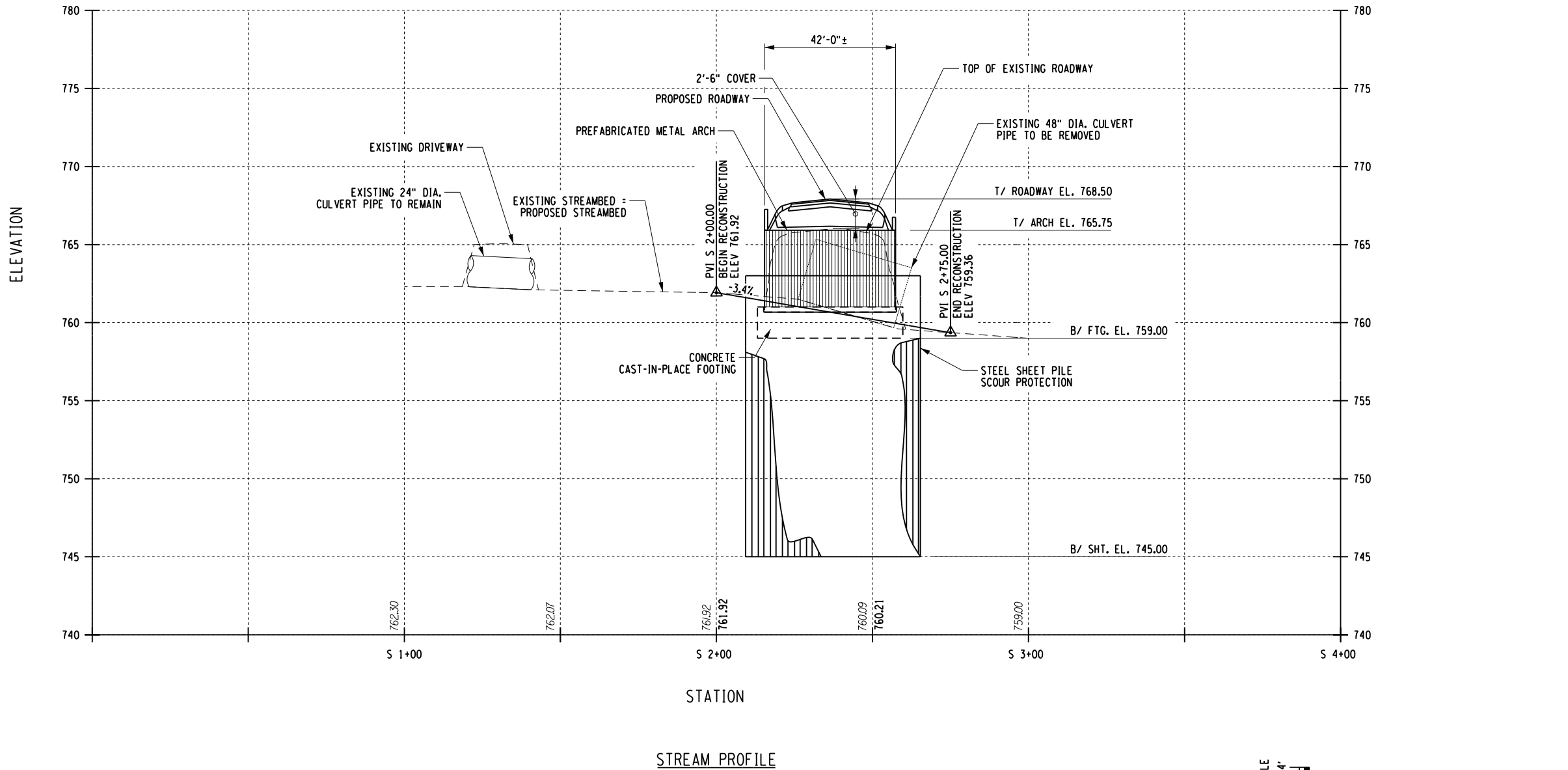
H&T  
Engineering, PLLC  
14 Corporate Dr., Clifton Park, NY 12065

TOWN OF JAY  
P.O. BOX 730  
11 SCHOOL LANE  
AU SABLE FORKS, NY 12912

DATE:	JUNE 2025	H&T No.:	24-139	SCALE:	AS NOTED	DESIGNED:	CJV	DRAWN BY:	EG	CHECKED:	GT
NO.											
REVISION											
BY											

ST-3

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.



CULVERT REPLACEMENT PLAN GROVE ROAD OVER GREEN STREET BROOK TOWN OF JAY, ESSEX COUNTY, NEW YORK		H&T Engineering, PLLC 14 Corporate Dr., Clifton Park, NY 12065		TOWN OF JAY P.O. BOX 730 11 SCHOOL LANE AU SABLE FORKS, NY 12912	
DATE:	JUNE 2025	H&T No.:	24-139	SCALE:	AS NOTED
STREAM PROFILE		DESIGNED:	CJV	DRAWN BY:	EG
		CHECKED:	GT		
SHEET NUMBER		9 of 13			

**Excavation Plan**

**LEGEND:**


- EMBANKMENT IN PLACE, ITEM 203.03

**NOTES:**

- ALL STOCKPILED MATERIAL & EQUIPMENT SHALL BE STORED IN A MANNER TO PREVENT DISCHARGE/LEAKS INTO THE WATERWAY IN ACCORDANCE WITH NYSOT ENVIRONMENTAL PROTECTION SPECIFICATIONS.
- STREAM DIVERSION SHOWN OUTSIDE OF EXISTING STRUCTURE. CONTRACTOR MAY ELECT TO CONSTRUCT STREAM DIVERSION EITHER APPROACH AT THEIR DISCRETION. STREAM DIVERSION BE IN ACCORDANCE WITH ITEM 553.030001 & CONSIST OF THE FOLLOWING SYSTEMS:
  - POLY LINED CHANNEL
  - INSTALLING COFFERDAM AT INLET/OUTLET & PUMPING AROUND/THROUGH EXCAVATION.
- FOLLOWING INSTALLATION OF SHEET PILING & REMOVAL OF EXISTING CULVERT, CONTRACTOR MAY ELECT TO DIVERT STREAM BETWEEN SHEET PILING.

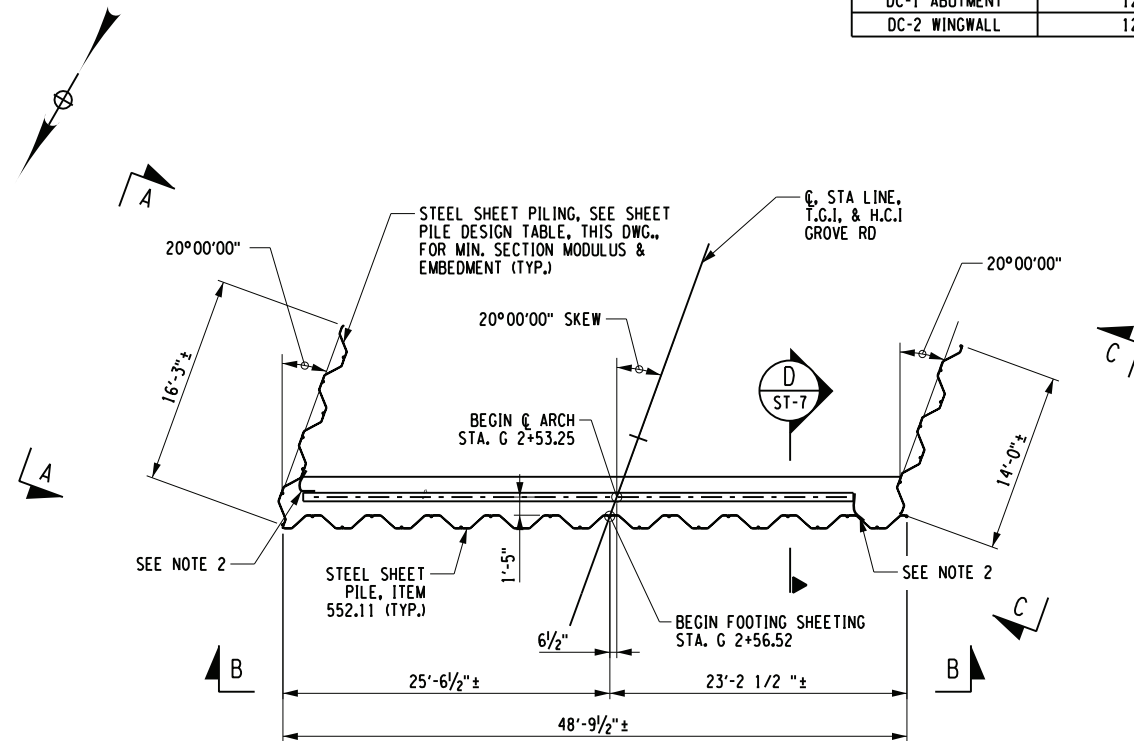
- 
- Diagram illustrating the cross-section of a culvert section, showing the relationship between the existing ground, subbase, and the culvert structure.
- Key components and dimensions:
- EXISTING GROUND**: The top surface of the existing ground.
  - EXISTING CULVERT PIPE TO BE REMOVED, ITEM 202.19**: The existing culvert pipe to be removed.
  - BOTTOM OF SUBBASE**: The bottom of the subbase layer.
  - 6" CRUSHED STONE LEVELING PAD, ITEM 623.12 (TYP.)**: The leveling pad layer.
  - PERMANENT STEEL SHEET PILING, 552.12 (TYP.)**: The sheet piling structure.
  - MATERIAL ON BOTH SIDES OF THIS PAYMENT LINE SHALL BE PLACED AT THE SAME TIME (TYP.)**: A note regarding the placement of material on both sides of the payment line.
  - Dimensions**:
    - Horizontal dimensions: 5'-7" (width of the existing culvert pipe), 1'-0" (MIN.) (width of the leveling pad), 13'-2 3/4" (total width of the sheet piling), 3'-0" (width of the subbase on each side), 0" (TYP.) (width of the leveling pad on each side).
    - Vertical dimensions: 1.5 (slope ratio), 1 (slope ratio), 1.5 (slope ratio).
    - Level: B/FOOTING EL. 759.00.
- B CULVERT SECTION**  
ST-5  
SCALE: 1" = 10'-0"

- 
- 0" (TYP.)
- EXISTING GROUND
- 1
- 1.5
- 3'-0"
- PERMANENT STEEL SHEETING, ITEM 552.11, SEE DWG. ST-6 FOR DETAILS (TYP.)
- C  
ST-5
- WINGWALL SECTION
- SCALE: 1" = 10'-0"
- 5 0 5 10 15 20'
- 1" = 10'
- CULVERT REPLACEMENT PLAN

SHEET NUMBER		10 of 13	
<div> <div>ST-5</div> <div> <div> <div>CULVERT REPLACEMENT PLAN</div> <div>GROVE ROAD OVER</div> <div>GREEN STREET BROOK</div> <div>TOWN OF JAY, ESSEX COUNTY, NEW YORK</div> </div> <div> <div>EARTHWORK PLAN &amp; SECTIONS</div> </div> </div> </div>			
<div> <div>  <div> <div>H&amp;T</div> <div>Engineering, PLLC</div> </div> </div> <div>14 Corporate Dr, Clifton Park, NY 12065</div> </div>		<div> <div>DESIGNED:</div> <div>C/J/V</div> </div> <div> <div>DRAWN BY:</div> <div>E/G</div> </div> <div> <div>CHECKED:</div> <div>C/T</div> </div>	
<div> <div>CULVERT REPLACEMENT PLAN</div> <div>GROVE ROAD OVER</div> <div>GREEN STREET BROOK</div> <div>TOWN OF JAY, ESSEX COUNTY, NEW YORK</div> </div>		<div> <div>DATE:</div> <div>JUNE 2025</div> </div> <div> <div>H&amp;T No.:</div> <div>24-139</div> </div> <div> <div>SCALE:</div> <div>AS NOTED</div> </div>	
<div> <div> <div>TOWN OF JAY</div> <div>P.O. BOX 730</div> <div>11 SCHOOL LANE</div> <div>AU SABLE FORKS, NY 12912</div> </div> </div>			
NO.		REVISION	
BY		DATE	

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY, IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

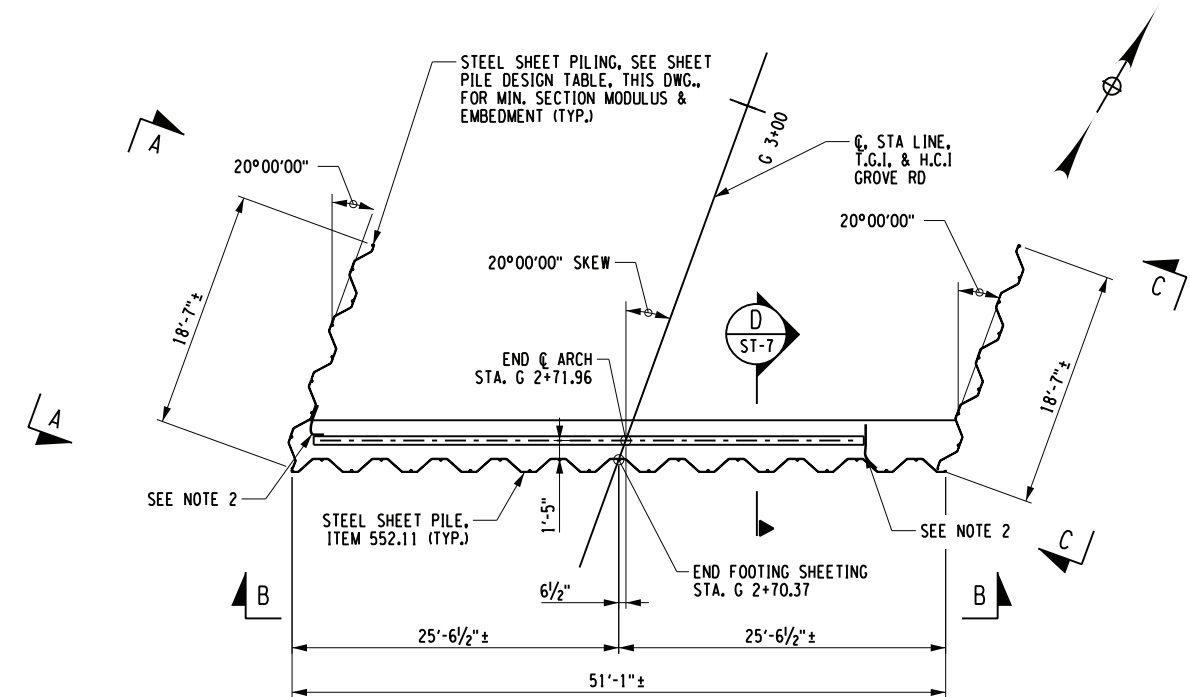
SHEET PILE DESIGN TABLE				
SHEET DESIGNATION	MIN. EMBEDMENT DEPTH (FT)	MAX. RETAINED HEIGHT (FT)	SECTION MODULUS (IN <sup>3</sup> /FT)	MAX. TOP OF SHEET PILE ELEVATION (FT)
DC-1 ABUTMENT	12	2	24.2	761.00
DC-2 WINGWALL	12	8	24.2	767.50



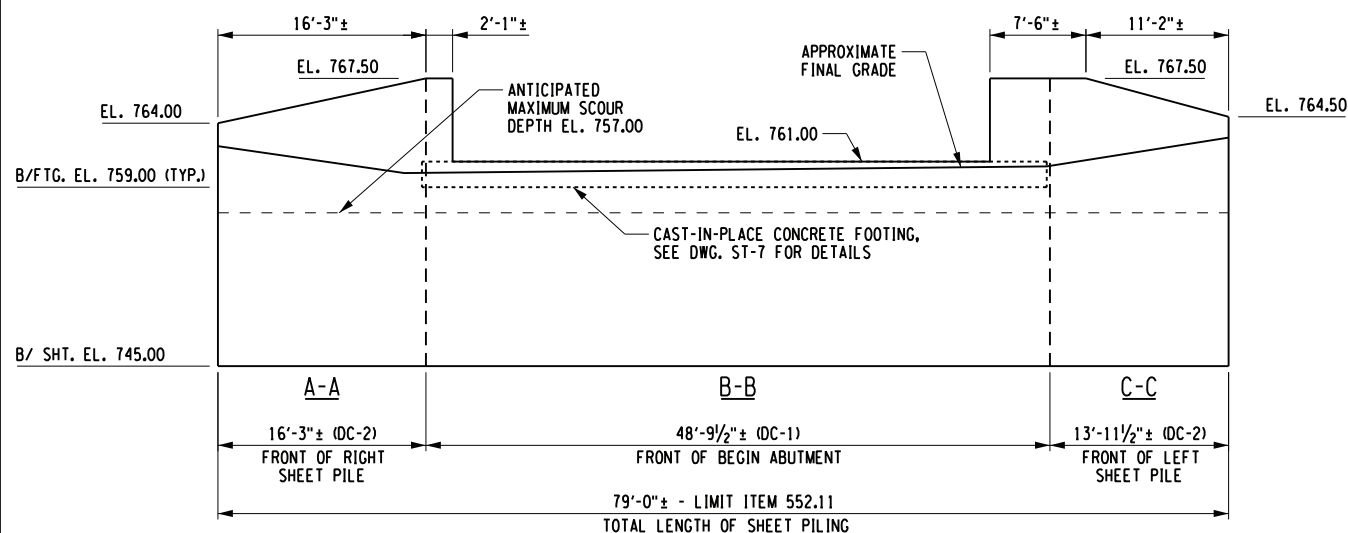
BEGIN FOOTING SHEET PILE PLAN  
SCALE: 1" = 15'-0"

NOTES:

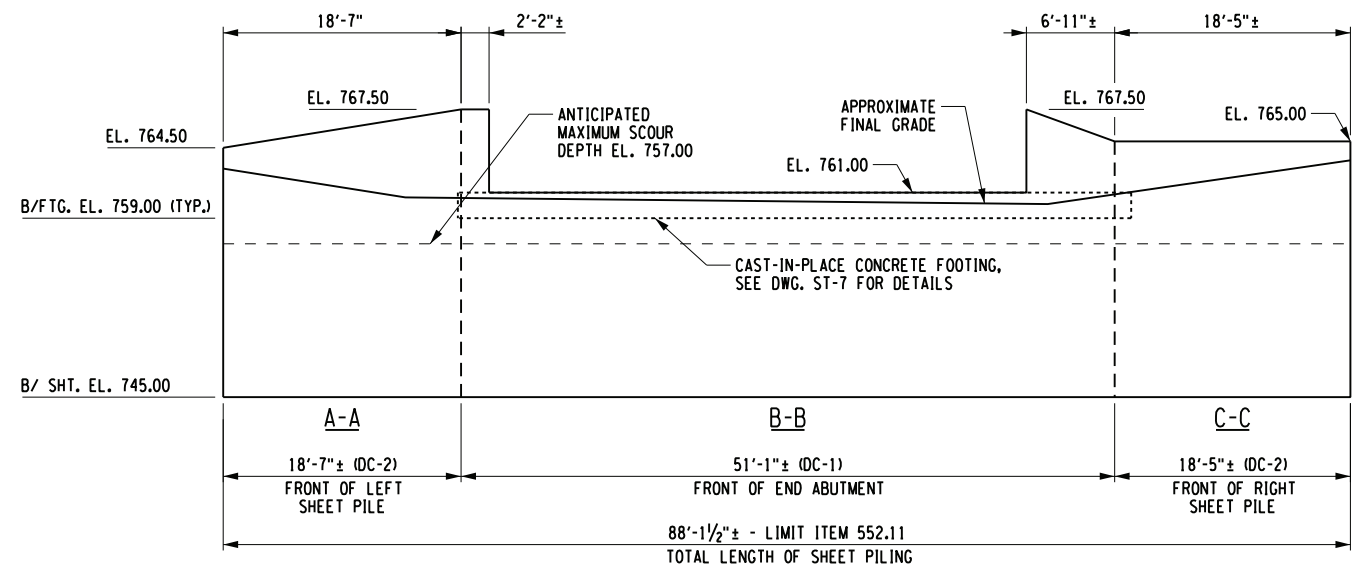
1. STEEL SHEET PILING MATERIAL SHALL CONFORM TO ASTM A572 GR.50 (MIN.)
2. INSTALL A 5 FT WIDE BAND OF GEOTEXTILE FABRIC (MIRAFI 600X OR EQUIVALENT) EXTENDING FROM THE TOP OF THE HEADWALL TO THE FOOTING BETWEEN THE HEADWALL & SHEET PILING PRIOR TO BACKFILLING TO RETAIN THE FILL IN THE GAP.



END FOOTING SHEET PILE PLAN  
SCALE: 1" = 15'-0"



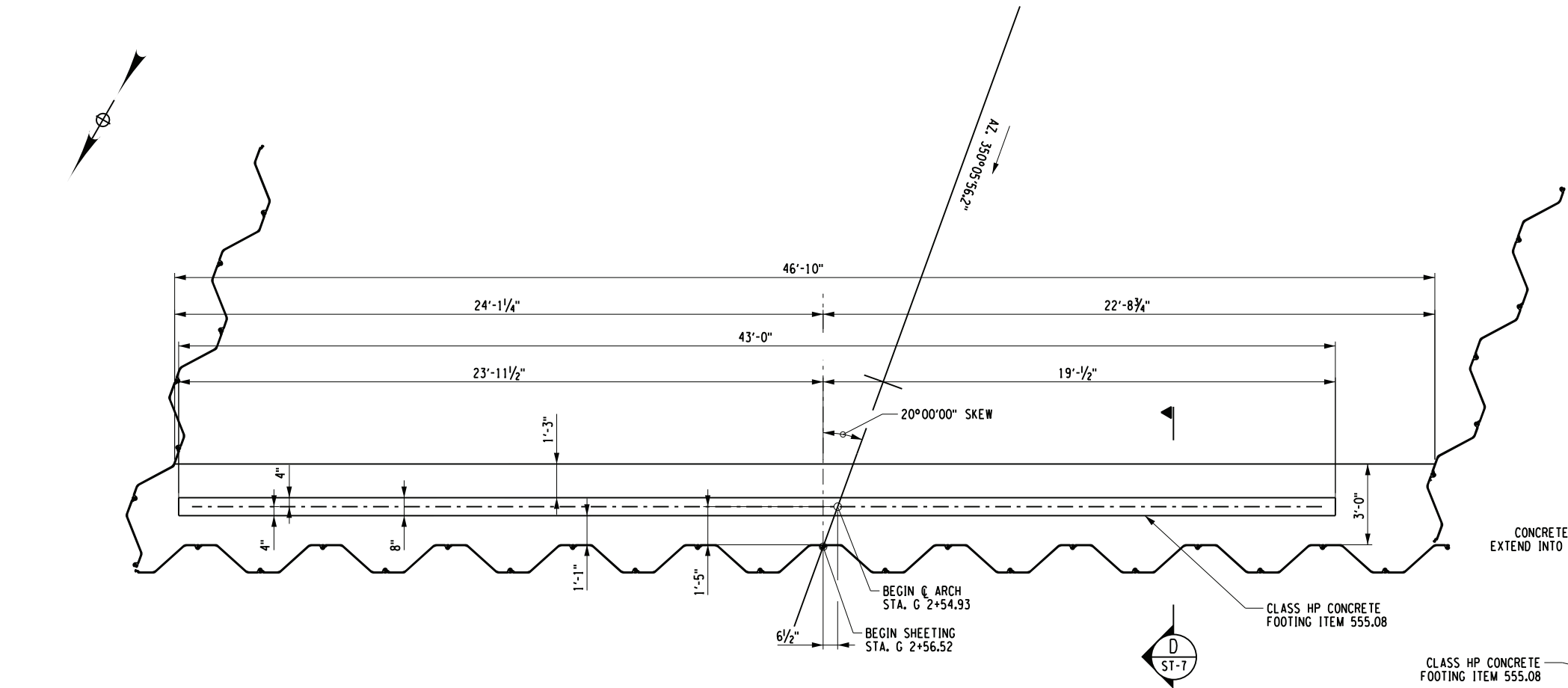
BEGIN FOOTING SHEETING ELEVATION  
SCALE: 1" = 15'-0"



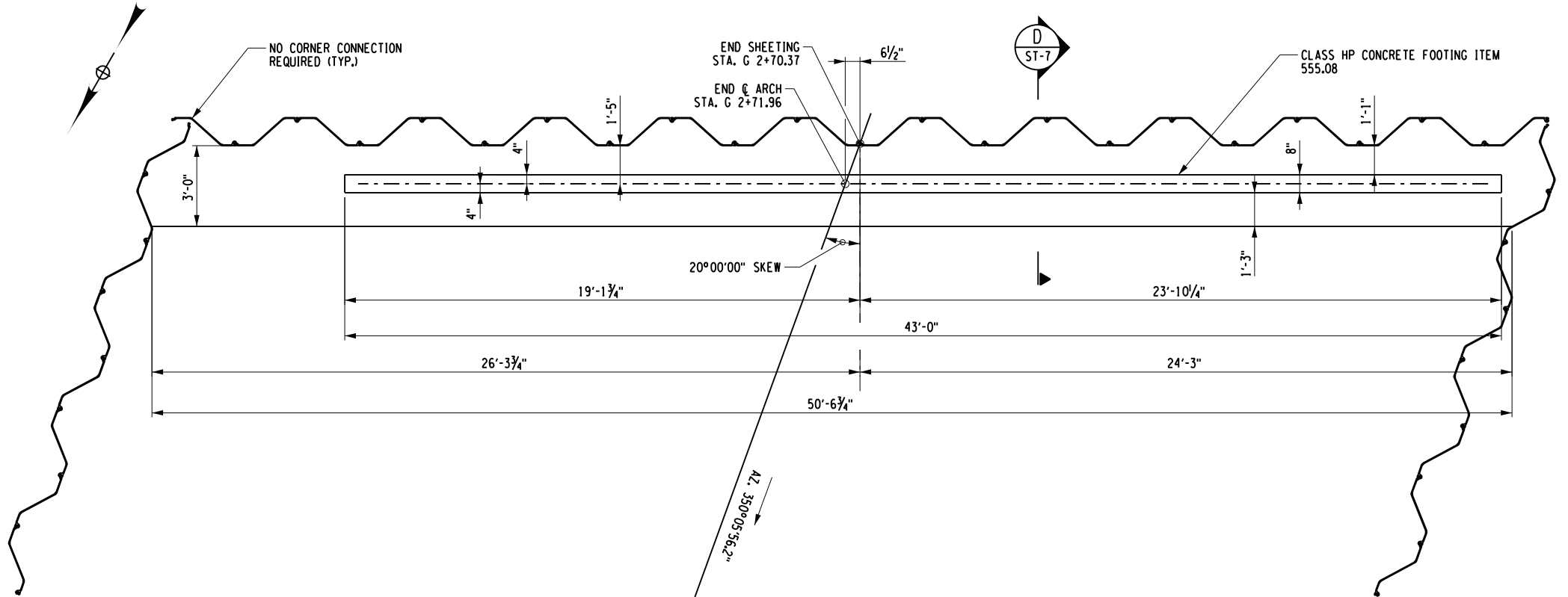
END FOOTING SHEETING ELEVATION  
SCALE: 1" = 15'-0"

[illegible]

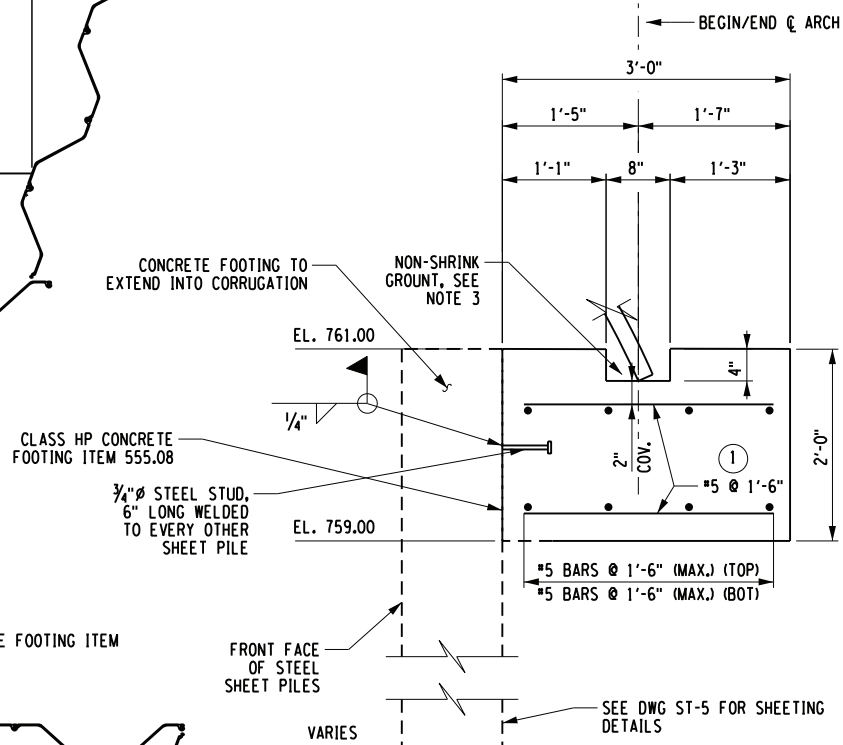
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BEGIN FOOTING PLAN  
SCALE: 3/16" = 1'-0"



END FOOTING PLAN  
SCALE: 3/16" = 1'-0"



LAP LENGTHS	
BAR	MIN. LENGTHS
#5	2'-4"

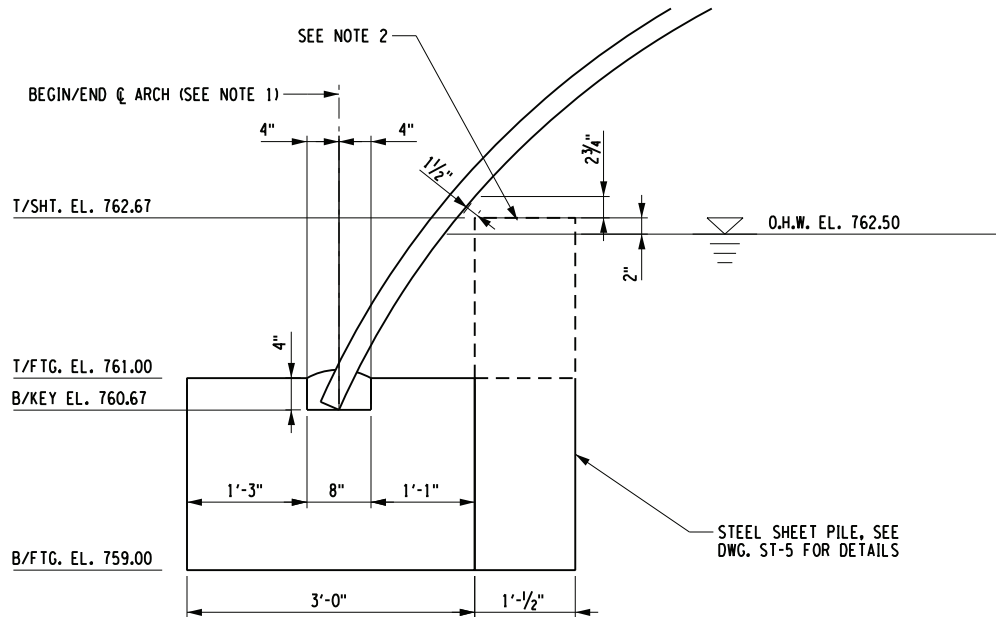
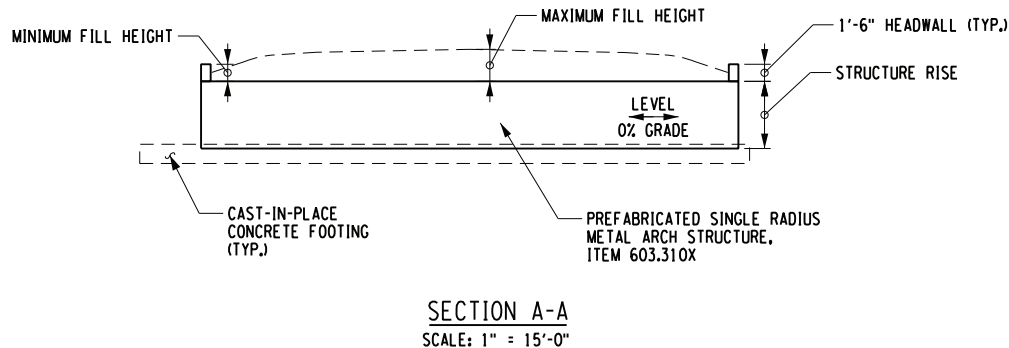
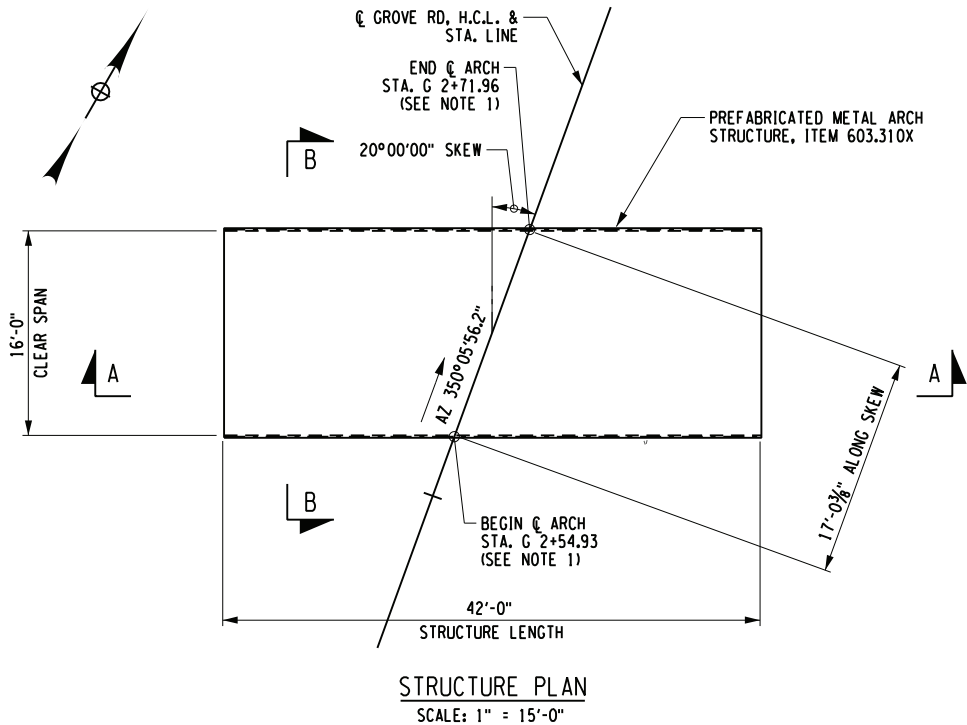
NOTES:

- COVER FOR ALL STEEL REINFORCEMENT IN FOOTING SHALL BE 3" UNLESS OTHERWISE NOTED. ALL OTHER COVERS SHALL BE 2" UNLESS OTHERWISE NOTED.
- ALL UNCOATED REINFORCEMENT BARS SHALL BE PAID FOR UNDER ITEM 556.0201.
- ENTIRE KEYWAY SHALL BE FILED WITH NON-SHRINK GROUT PRIOR TO BACKFILLING STRUCTURE.

CULVERT REPLACEMENT PLAN GROVE ROAD OVER GREEN STREET BROOK TOWN OF JAY, ESSEX COUNTY, NEW YORK	FOOTING PLANS & ELEVATIONS	DATE: JUNE 2025	H&T No.: 24-139	SCALE: AS NOTED	DESIGNED: CJV	DRAWN BY: EG	CHECKED: GT
TOWN OF JAY P.O. BOX 730 11 SCHOOL LANE AU SABLE FORKS, NY 12912		H&T Engineering, PLLC 14 Corporate Dr., Clifton Park, NY 12065					
ST-7		SHEET NUMBER 12 of 13					

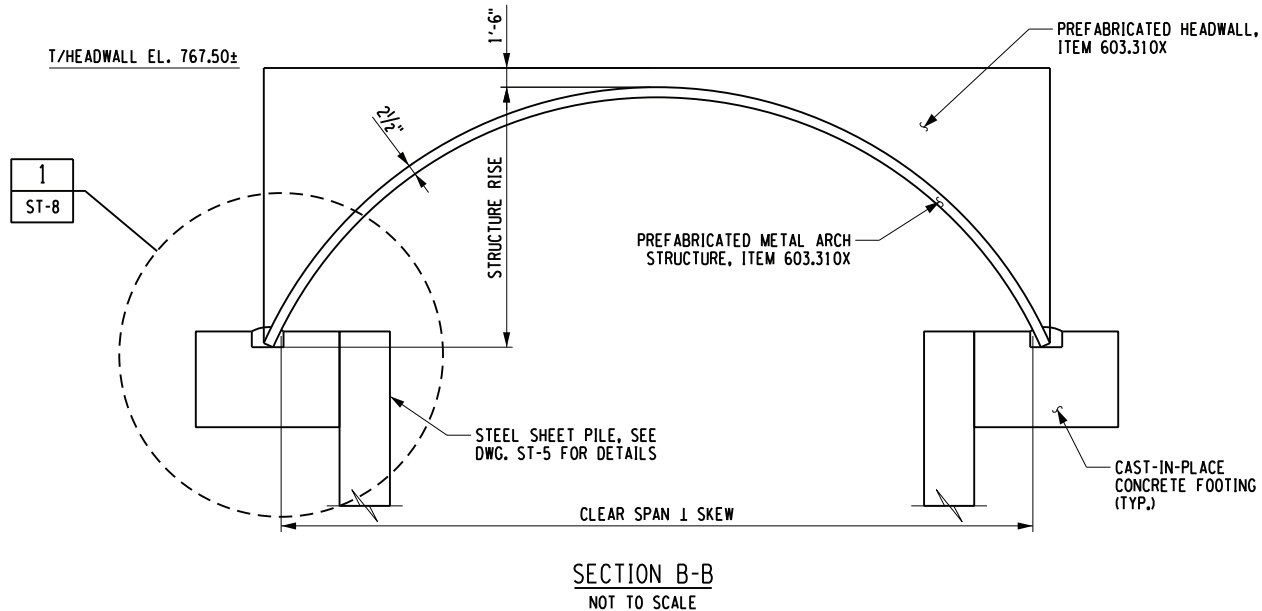


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1  
ST-8

STEEL SHEET PILING DETAIL  
SCALE: 1" = 1'-0"



GEOTECHNICAL DESIGN DATA	
FRICTION ANGLE OF SOIL RETAINED BY THE WALL (DEGREES)	TOTAL SOIL UNIT WEIGHT (LB / FT <sup>3</sup> )
32	125

1. GROUNDWATER ELEVATION IS ASSUMED TO BE 3'-0" ABOVE BOTTOM OF LEG. USE SUBMERGED UNIT WEIGHTS BELOW THE GROUNDWATER ELEVATIONS PROVIDED.

STRUCTURE DESIGN DATA	
CLEAR SPAN (⊥ TO SKEW) FT.	16'-0"
SPAN (ALONG SKEW) FT.	17'-0 3/8"
STRUCTURE RISE, FT.	5'-3"
•MIN. FILL HEIGHT, FT.	2'-0"
•MAX. FILL HEIGHT, FT.	2'-6"
SKEW ANGLE ⊥ TO C/L OF ROADWAY, DEG.	20°00'0"
LIVE LOAD	HL-93

- BASED ON ASSUMED METAL GAGE THICKNESS OF .170". FABRICATOR SHALL ADJUST BASED ON ACTUAL METAL THICKNESS. FILL HEIGHT DOES NOT INCLUDE ASPHALT ROADWAY.

LOAD RATING (LOAD FACTOR) *		
INVENTORY	HL-93	RF =
OPERATING	HL-93	RF =

- TO BE FILLED IN BY CONTRACTOR

NOTES:

1. BEGIN/END ARCH STATION IS MEASURED TO THE INSIDE OF FACE OF THE CORRUGATION.
2. IF STEEL SHEET PILING IS UTILIZED FOR COFFERDAM SYSTEM, THE UPPER PORTION MAY BE CUT OFF AFTER ARCH IS INSTALLED & NON-SHRINK GROUT IS PLACED.

DATE:	JUNE 2025	H&T No.:	24-139	SCALE:	AS NOTED	DESIGNED:	CJV	DRAWN BY:	EG	CHECKED:	GT
CULVERT REPLACEMENT PLAN GROVE ROAD OVER GREEN STREET BROOK TOWN OF JAY, ESSEX COUNTY, NEW YORK											
TOWN OF JAY P.O. BOX 730 11 SCHOOL LANE AU SABLE FORKS, NY 12912											
H&T Engineering, PLLC 14 Corporate Dr., Clifton Park, NY 12065											
PLATE ARCH PLAN & DETAILS											
ST-8											
SHEET NUMBER 13 of 13											

## Chapter VI.

## **STATE LABOR REQUIREMENTS**

### **State Wage Rates:**

The CONTRACTOR is advised that the latest Schedules of the Prevailing Hourly Wage Rates and the Prevailing Hourly Supplements as published by the State of New York, Department of Labor, Bureau of Public Works are a part of these Contract Documents. The Contractor is also advised that the Rates are subject to change during the course of the project and must be updated accordingly.

For additional information see the **Special Note – State Prevailing Wage Rates** and <https://labor.ny.gov/workerprotection/publicwork/PWRateSch.shtm>

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Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Jay

Daniel Sadowski, Asst Budget Officer  
11 School Street  
P.O. Box 730  
AuSable Forks NY 12912

Schedule Year 2025  
Date Requested 07/03/2025  
PRC# 2025008243

Location Grove Road  
Project ID#  
Project Type Grove Rd over Green Street Brook Culvert Replacement in the Town of Jay, NY.

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

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

The schedule is effective from July 2025 through June 2026. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.ny.gov](http://www.labor.ny.gov). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

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



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

## **Introduction**

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

## **Contractor Registry**

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

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

## **Responsibilities of the Department of Jurisdiction**

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

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

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

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

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

## **Hours**

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

## **Wages and Supplements**

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

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

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

## **Payrolls and Payroll Records**

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the 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 journeyman's wage rate for the classification of work the employee is actually performing.

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

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

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

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

## Interest and Penalties

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

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

## Debarment

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

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

## Criminal Sanctions

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

## **Discrimination**

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

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

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

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

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

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

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

## **Workers' Compensation**

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

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

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

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

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

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

## **Unemployment Insurance**

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





Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Jay

Daniel Sadowski, Asst Budget Officer  
11 School Street  
P.O. Box 730  
AuSable Forks NY 12912

Schedule Year 2025  
Date Requested 07/03/2025  
PRC# 2025008243

Location Grove Road  
Project ID#  
Project Type Grove Rd over Green Street Brook Culvert Replacement in the Town of Jay, NY.

### Notice of Contract Award

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

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

### Contractor Information

All information must be supplied

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

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





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

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

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

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

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

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

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

**Effective June 23, 2020**

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

(12.20)

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

## **Budget Policy & Reporting Manual**

# **B-610**

### **Public Work Enforcement Fund**

*effective date December 7, 2005*

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#### **1. Purpose and Scope:**

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

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

#### **2. Background and Statutory References:**

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

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

#### **3. Procedures and Agency Responsibilities:**

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

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

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

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

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

Reports should contain the following information:

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

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

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

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



Required Notice under Article 25-B of the Labor Law

**Attention All Employees, Contractors and Subcontractors:  
You are Covered by the Construction Industry Fair Play Act**

**The law says that you are an employee unless:**

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

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

**It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.**

**Employee Rights:** If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

**Independent Contractors:** If you are an independent contractor, **you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

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

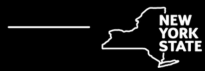
- **Civil Penalty**  
First offense: Up to \$2,500 per employee  
Subsequent offense(s): Up to \$5,000 per employee
- **Criminal Penalty**  
First offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing public work for up to one year.  
Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a \$50,000 fine and debarment from performing public work for up to 5 years.

**If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to [dol.misclassified@labor.ny.gov](mailto:dol.misclassified@labor.ny.gov). All complaints of fraud and violations are taken seriously. You can remain anonymous.**

**Employer Name:**

IA 999 (09/16)





# Attention Employees

## THIS IS A: **PUBLIC WORK PROJECT**

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

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

Chapter 629 of  
the Labor Laws  
of 2007:

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



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

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

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

Contractor Name: \_\_\_\_\_

Project Location: \_\_\_\_\_





## Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

### The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record 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 518-457-5589.

## WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest to the project. District office locations and phone numbers are listed below. Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates. Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use. Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

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

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

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

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

#### Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

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.

#### Paid Holidays

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

#### Overtime

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

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

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

#### Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will

indicate these conditions as required.

## Effective Dates

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

### Shift Work

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

### Paid Prenatal Leave

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

## Apprentice Training Ratios

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

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

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

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

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

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

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

## Essex County General Construction

### Boilermaker

07/01/2025

#### JOB DESCRIPTION Boilermaker

DISTRICT 1

#### ENTIRE COUNTIES

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

#### WAGES

Per hour

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

Boilermaker \$ 43.34

#### SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$26.51  
+ \$1.49\*

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

#### OVERTIME PAY

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

#### HOLIDAY

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

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

#### REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour

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

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

1-197

### Broadband

07/01/2025

#### JOB DESCRIPTION Broadband

DISTRICT 4

#### ENTIRE COUNTIES

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

#### PARTIAL COUNTIES

Orange: Entire County except Village of Greenwood Lake, Village of Highland Falls, Town of Tuxedo, and Town of Patterson

#### WAGES

Per Hour:

07/01/2025 08/04/2025  
Additional  
3% Per Hour

Field Tech \$ 51.27  
Install/Repair

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

Applies to projects receiving ConnectAll funding that are subject to New York State Labor Law §224-E.

#### SUPPLEMENTAL BENEFITS

Per Hour:

\$ 23.24

### OVERTIME PAY

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

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

### HOLIDAY

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

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

4-CWA-Dist2

## Carpenter - Building

07/01/2025

**JOB DESCRIPTION** Carpenter - Building

**DISTRICT** 2

### ENTIRE COUNTIES

Clinton, Essex, Franklin, Hamilton

### WAGES

Per hour:	07/01/2026	01/01/2026	07/01/2026 Additional	07/01/2027 Additional
Carpenter	\$ 32.17	\$ 32.67	\$ 5.00*	\$ 3.61*
Floor Coverer	32.17	32.67	5.00*	3.61*
Carpet Layer	32.17	32.67	5.00*	3.61*
Dry-Wall	32.17	32.67	5.00*	3.61*
Diver-Wet Day	57.17	57.67	5.00*	3.61*
Diver-Dry Day	33.17	33.67	5.00*	3.61*
Diver Tender	33.17	33.67	5.00*	3.61*

\*To be allocated at a later date

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

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

### SHIFT WORK

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

1st Shift - Regular Rate

2nd Shift - Premium of 10% of base wage per hour

3rd Shift - Premium of 15% of base wage per hour

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

### SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2025	01/01/2026
Journeyworker	\$ 23.85	\$ 23.85

### OVERTIME PAY

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

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

### REGISTERED APPRENTICES

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

1st	2nd	3rd	4th
-----	-----	-----	-----

65%	70%	75%	80%
-----	-----	-----	-----

Supplemental Benefits per hour:

\$ 12.66	\$ 12.66	\$ 15.26	\$ 15.26
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NOTE ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

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

2-291B-Cli

**Carpenter - Building / Heavy&Highway**

**07/01/2025**

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

**DISTRICT 2**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

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

\* To be allocated at a later date.

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker	\$ 27.34
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**OVERTIME PAY**

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

**HOLIDAY**

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

Notes:

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

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

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits per hour:

\$19.10	\$19.69	\$21.83	\$22.42
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2-42AtSS

**Carpenter - Heavy&Highway**

**07/01/2025**

**JOB DESCRIPTION** Carpenter - Heavy&Highway

**DISTRICT 2**

**ENTIRE COUNTIES**

Clinton, Essex, Franklin, Hamilton

## WAGES

Per hour	07/01/2025	07/01/2026 Additional	07/01/2027 Additional
Carpenter	\$ 42.02	\$ 2.00*	\$ 3.43*
Piledriver	42.02	2.00*	3.43*
Diver-Wet Day	67.02	2.00*	3.43*
Diver-Dry Day	43.02	2.00*	3.43*
Diver-Tender	43.02	2.00*	3.43*

\*To be allocated at a later date

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

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

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:

- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51'to 100' additional \$.50 per foot
  - 101'to 150' additional \$0.75 per foot
  - 151'to 200' additional \$1.25 per foot
  - 201' and deeper additional \$1.50 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51' to 100' additional \$.75 per foot
  - 101' to 200' additional \$1.00 per foot
  - 201' and deeper additional \$1.25 per foot
- Diver rates applies to all hours worked on dive day.

## SHIFT WORK

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

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 25.80

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

## REGISTERED APPRENTICES

CARPENTER/PILEDRIIVER/DOCKBUILDER APPRENTICES

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

1st	2nd	3rd	4th
65%	70%	75%	80%
Supplemental Benefits per hour:			
\$ 18.61	\$ 19.20	\$ 21.28	\$ 21.87

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

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

2-291HH-CEFH

## Electrician

07/01/2025

JOB DESCRIPTION Electrician

DISTRICT 6

ENTIRE COUNTIES



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

### WAGES

Per hour:	07/01/2025	04/01/2026 Additional
Electrician	\$ 43.50	\$ 2.60*
Teledata	43.50	2.60*
Welder	45.50	2.60*

\* To be allocated at a later date.

NOTE: Additional amounts, subject to overtime premiums, due for the following work (applicable to all employees):

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

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

### SHIFT WORK

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS WORKED BETWEEN THE HOURS LISTED BELOW. THE EMPLOYER MAY BE PERMITTED TO ADJUST THE STARTING HOURS OF THE SHIFT BY UP TO TWO (2) HOURS IF REQUIRED BY THE AGENCY. IF A SHIFT BEGINS OUTSIDE OF THE STATED SHIFT HOURS, THE RATE PAID WOULD BE DETERMINED BY WHAT SHIFT THE MAJORITY OF HOURS WERE WORKED.

1st shift:	8:00 AM to 4:30 PM	Regular wage rate
2nd shift:	4:30 PM to 1:00 AM	Regular wage rate plus 17.3%
3rd shift:	12:30 AM to 9:00 AM	Regular wage rate plus 31.4%

### SUPPLEMENTAL BENEFITS

Per hour:	\$ 25.88 plus
Journeyworker	5.75% of hourly wage paid*

\* NOTE: THE 5.75% IS BASED ON THE HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM TIME RATE.

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

### HOLIDAY

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

### REGISTERED APPRENTICES

WAGES per hour: Hourly terms at the following percentage of the Journeyworker's wage.

1-1000	to 2000	to 3500	to 5000	to 6500	to 8000
45%	50%	55%	60%	70%	80%

SUPPLEMENTAL BENEFITS per hour:

1st & 2nd term	\$ 12.17*
All other terms	\$ 25.88*

\* PLUS 5.75% OF HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM TIME RATE.

6-910

### Elevator Constructor

07/01/2025

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT** 1

### ENTIRE COUNTIES

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

### PARTIAL COUNTIES

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

### WAGES

Per hour	07/01/2025	01/01/2026
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Mechanic	\$ 57.73	\$ 60.26
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

#### SUPPLEMENTAL BENEFITS

Per hour	07/01/2025	01/01/2026
Journeyworker/Helper	\$ 38.435*	\$ 38.985*

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

#### OVERTIME PAY

See (D, O) on OVERTIME PAGE

#### HOLIDAY

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

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

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

#### REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits - per hour worked:

Same as Journeyperson/Helper

1-35

#### Glazier

07/01/2025

#### JOB DESCRIPTION Glazier

#### DISTRICT 1

#### ENTIRE COUNTIES

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

#### WAGES

Per hour	07/01/2025	05/01/2026
		Additional
Glazier Base Wage	\$ 36.21	\$ 4.00
Plus additional \$4.15 per hour for all hours worked, not subject to overtime/premium		

High Work Base Wage\*\*\* \$ 40.75  
Plus additional \$4.10 per hour for all hours worked, not subject to overtime/premium

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

#### SHIFT WORK

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT WORK OR SINGLE IRREGULAR SHIFTS STARTING BETWEEN THE HOURS LISTED BELOW:

4:00pm to 6:30am: ADDITIONAL 12.5% TO APPLICABLE WAGE RATE  
AND SUPPLEMENTAL BENEFIT

#### SUPPLEMENTAL BENEFITS

Per hour	
Journeyworker	\$ 24.40
Journeyworker High Work	\$ 30.17

#### OVERTIME PAY

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

Premium is applied to the respective base wage only.

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

## REGISTERED APPRENTICES

Wages per hour

Apprentice Glazier 1500 hr. terms at the following percentage of Journeyworkers base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%
+ additional \$4.15 per hour for all hours worked for all terms			

Apprentice Glazier Hi-Work 1500 hr. terms at the following percentage of Journeyworkers Hi-Work base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%
+ additional \$4.10 per hour for all hours worked for all terms			

Supplemental Benefits per hour worked

Apprentice	
1st term	\$ 20.33
2nd-4th term	24.40

Apprentice High Work	
1st term	24.27
2nd-4th term	30.17

1-201

## Insulator - Heat & Frost

07/01/2025

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT** 1

### ENTIRE COUNTIES

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

### WAGES

Wages per hour	07/01/2025	07/01/2026 ADDITIONAL	07/01/2027 ADDITIONAL
Asbestos Worker*	\$ 41.74	\$2.00	\$2.00
Insulator*	41.74		
Firestopping Worker*	35.48		

(\*) On Mechanical Systems only.

### SHIFT WORK

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

### SUPPLEMENTAL BENEFITS

Per hour

Journeyworker	\$ 27.58
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### OVERTIME PAY

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

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

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

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

## REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked:

Apprentices \$ 27.58

1-40

**Ironworker**

**07/01/2025**

**JOB DESCRIPTION** Ironworker

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

Hamilton: Only the Townships of Hope, Benson and Wells.

Montgomery: Only the Townships of Florida, Amsterdam, Charleston, Glen, Mohawk and Root.

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

**WAGES**

Wages 07/01/2025  
Per hour

Ornamental	\$ 40.75
Reinforcing	40.75
Rodman	40.75
Structural & Precast	40.75
Mover/Rigger	40.75
Fence Erector	40.75
Stone Derrickman	40.75
Sheeter	41.00
Curtain Wall Installer	40.75
Metal Window Installer	40.75

**SHIFT WORK**

THE FOLLOWING RATE WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SINGLE IRREGULAR SHIFTS:

Shift Starting 4:30 PM to 12:00 AM

REGULAR RATE PLUS 10%

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTWORK:

1st Shift 6:00 AM to 4:30 PM  
2nd Shift 2:00 PM to 7:00 PM  
3rd Shift 7:00 PM to 12:00 AM

REGULAR RATE  
REGULAR RATE PLUS 10%  
REGULAR RATE PLUS 15%

**SUPPLEMENTAL BENEFITS**

Per hour

JOURNEYWORKER \$ 34.17

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday. Any holiday which occurs on Saturday shall be observed on the preceding Friday.

**REGISTERED APPRENTICES**

Wages per hour

ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

07/01/2025

1st year	\$ 23.50
2nd year	25.50
3rd year	27.50
4th year	29.50

Supplemental Benefits per hour worked

1st year	\$ 11.28
2nd year	23.54
3rd year	25.28
4th year	27.04

1-12

**Laborer - Building**

**07/01/2025**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 7**

**ENTIRE COUNTIES**

Clinton, Essex, Warren

**WAGES**

NOTE: Building Laborer rates also apply on any masonry-type construction (block or brick with mortar), and on parking garages.

Group A: All Laborers (except as noted).

Group B: Asbestos & Hazardous Waste Work.

Group C: Wind & Solar Worker.\*\*

Per hour:	07/01/2025	07/01/2026 Additional	07/01/2027 Additional
Group A	\$ 30.78	\$ 3.25*	\$ 3.75*
Group B	33.78	3.25*	3.75*
Group C	33.78	3.25*	3.75*

\* To be allocated at a later date.

\*\* Applies when performing delivery handling and site readiness for all solar panels and wind turbines, whether on land or water. Not applicable to the installation/assembly of solar photovoltaic panels or racking.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker \$ 25.58

**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: 1000 hour terms at the following percentages of Journeyworker's wage:

1-1000	70%
1001-2000	80%
2001-3000	90%
3001-4000	95%

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyworker

7-1822ew

**Laborer - Heavy&Highway**

**07/01/2025**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT 7**

**ENTIRE COUNTIES**

Clinton, Essex, Warren

**WAGES**

GROUP A: Drill Helper, Flagmen, Outboard and Hand Boats.

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

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

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

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

Per hour:	07/01/2025	07/01/2026 Additional	07/01/2027 Additional
GROUP A	\$ 35.32	\$ 3.40*	\$ 4.20*
GROUP B	35.52	3.40*	4.20*
GROUP C	35.72	3.40*	4.20*
GROUP D	35.92	3.40*	4.20*
GROUP E	40.52	3.40*	4.20*

\* To be allocated at a later date.

#### SHIFT WORK

A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$5.00 per hour. Night work, when mandated by DOT shall be paid an additional \$5.00 per hour.

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 29.37

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Saturday, it will be celebrated on Saturday. Employees who work a Saturday holiday shall be paid double time plus the holiday pay. If a holiday falls on Sunday, it will be celebrated on Monday. Employees who work a Sunday holiday shall be paid double time. Employees who work on Monday shall be paid double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.

#### REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of Journeyworker's GROUP B wage.

1st	2nd	3rd	4th
70%	80%	90%	95%

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyworker

7-1822/2h

#### Laborer - Tunnel

07/01/2025

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT 7**

#### ENTIRE COUNTIES

Clinton, Essex, Warren

#### WAGES

GROUP A: General Laborer.

GROUP B: Changehouse Men, Miners and all Machine Men, Safety Miner, all Shaft-work, Caisson work, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting pot to nozzle, Bit Grinder, Signal Man (top and bottom), Concrete Men, Shield driven tunnels, mixed face and soft ground, liner plate tunnels in free air.

GROUP C: Hazardous Waste Work on a State and or Federally designated waste site, and where relevant regulations require employees to use personal protection.

Per hour:	07/01/2025	07/01/2026 Additional	07/01/2027 Additional
GROUP A	\$ 38.50	\$ 3.40*	\$ 4.20*
GROUP B	38.70	3.40*	4.20*
GROUP C	43.50	3.40*	4.20*

\* To be allocated at a later date.

#### SHIFT WORK

A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$5.00 per hour.

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 29.37

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Saturday, it will be celebrated on Friday. If a holiday falls on Sunday, it will be celebrated on Monday. In the event that workers work on this Sunday holiday, they shall be paid double time. In the event that workers work on Monday, they shall be compensated at triple time. Accordingly, the Monday following the Sunday is treated as the holiday.

**REGISTERED APPRENTICES**

WAGES per hour: 1000 hour terms at the following percentage of Journeyworker's GROUP B wage:

1st	2nd	3rd	4th
70%	80%	90%	95%

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyworker

7-1822T

**Lineman Electrician**

**07/01/2025**

**JOB DESCRIPTION** Lineman Electrician

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

Crane Operators: Operation of any type of crane on line projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on line projects.

Digging Machine Operator: All other digging equipment and augering on line projects.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

-----Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. Includes access matting for line work.

Per hour:	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A:				
Lineman, Technician	\$ 61.56	\$ 64.37	\$ 66.84	\$ 69.47
Crane, Crawler Backhoe	61.56	64.37	66.84	69.47
Welder, Cable Splicer	61.56	64.37	66.84	69.47
Group B:				
Digging Mach. Operator	\$ 55.40	\$ 57.93	\$ 60.16	\$ 62.52
Group C:				
Tractor Trailer Driver	\$ 52.33	\$ 54.71	\$ 56.81	\$ 59.05
Groundman, Truck Driver	49.25	51.50	53.47	55.58
Equipment Mechanic	49.25	51.50	53.47	55.58

Group D:				
Flagger	\$ 33.86	\$ 35.40	\$ 36.76	\$ 38.21

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work." Includes access matting for line work.

Group A:				
Lineman, Technician	\$ 61.56	\$ 64.37	\$ 66.84	\$ 69.47
Crane, Crawler Backhoe	61.56	64.37	66.84	69.47
Cable Splicer	67.72	70.81	73.52	76.42
Certified Welder, Pipe Type Cable	\$ 64.64	\$ 67.59	\$ 70.18	\$ 72.94

Group B:				
Digging Mach. Operator	\$ 55.40	\$ 57.93	\$ 60.16	\$ 62.52

Group C:				
Tractor Trailer Driver	\$ 52.33	\$ 54.71	\$ 56.81	\$ 59.05
Groundman, Truck Driver	49.25	51.50	53.47	55.58
Equipment Mechanic	49.25	51.50	53.47	55.58

Group D:				
Flagger	\$ 33.86	\$ 35.40	\$ 36.76	\$ 38.12

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. Includes access matting for line work.

Group A:				
Lineman, Tech, Welder	\$ 62.94	\$ 65.81	\$ 68.34	\$ 71.03
Crane, Crawler Backhoe	62.94	65.81	68.34	71.03
Cable Splicer	69.23	72.39	75.17	78.13
Certified Welder, Pipe Type Cable	66.09	69.10	71.76	74.58

Group B:				
Digging Mach. Operator	\$ 56.65	\$ 59.23	\$ 61.51	\$ 63.93

Group C:				
Tractor Trailer Driver	\$ 53.50	\$ 55.94	\$ 58.09	\$ 60.38
Groundman, Truck Driver	50.35	52.65	54.67	56.82
Equipment Mechanic	50.35	52.65	54.67	56.82

Group D:				
Flagger	\$ 34.62	\$ 36.20	\$ 37.59	\$ 39.07

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. Includes access matting for line work.

Group A:				
Lineman, Tech, Welder	\$ 64.18	\$ 67.10	\$ 69.68	\$ 72.43
Crane, Crawler Backhoe	64.18	67.10	69.68	72.43

Group B:				
Digging Mach. Operator	\$ 57.76	\$ 60.39	\$ 62.71	\$ 65.19

Group C:				
Tractor Trailer Driver	\$ 54.55	\$ 57.04	\$ 59.23	\$ 61.57
Groundman, Truck Driver	51.34	53.68	55.74	57.94
Equipment Mechanic	51.34	53.68	55.74	57.94

Group D:



Flagger	\$ 35.30	\$ 36.91	\$ 38.32	\$ 39.84
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Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

#### SHIFT WORK

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

1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

#### SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A	\$ 31.90*	\$ 32.90*	\$ 34.40*	\$ 35.90*
Group B	\$ 27.90*	\$ 28.90*	\$ 30.40*	\$ 31.90*
Group C	\$ 27.70*	\$ 28.50*	\$ 29.70*	\$ 30.90*
Group D	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

\*Plus 7 % of the hourly wage paid. The 7% is based on straight time or premium time.

#### OVERTIME PAY

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

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

#### HOLIDAY

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

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

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

#### REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

	07/01/2025	05/04/2026	05/03/2027	05/01/2028
All terms:	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

\*Plus 7% of the hourly wage paid. The 7% is based on straight time or premium time.

6-1249a

#### Lineman Electrician - Teledata

07/01/2025

**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

For outside work, stopping at first point of attachment (demarcation).

Per hour: 07/01/2025

Cable Splicer	\$ 40.81
Installer, Repairman	\$ 38.73
Teledata Lineman	\$ 38.73
Tech., Equip. Operator	\$ 38.73
Groundman/Flagger	\$ 20.53

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

#### SHIFT WORK

THE FOLLOWING RATES APPLY WHEN THE CONTRACTING AGENCY MANDATES MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION ARE WORKED. WHEN TWO (2) OR THREE (3) SHIFTS ARE WORKED THE FOLLOWING RATES APPLY:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 5.77
	*plus 3% of the hour wage paid

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

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

#### HOLIDAY

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

6-1249LT - Teledata

<b>Lineman Electrician - Traffic Signal, Lighting</b>	<b>07/01/2025</b>
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**JOB DESCRIPTION** Lineman Electrician - Traffic Signal, Lighting

**DISTRICT** 6

#### ENTIRE COUNTIES

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

#### WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.

Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.

Per hour:	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A:				
Lineman, Technician	\$ 52.86	\$ 55.31	\$ 57.40	\$ 59.64
Crane, Crawler Backhoe	52.86	55.31	57.40	59.64
Certified Welder	55.50	58.08	60.27	62.62
Group B:				
Digging Machine	\$ 47.57	\$ 49.78	\$ 51.66	\$ 53.68
Group C:				
Tractor Trailer Driver	\$ 44.93	\$ 47.01	\$ 48.79	\$ 50.69
Groundman, Truck Driver	42.29	44.25	45.92	47.71
Equipment Mechanic	42.29	44.25	45.92	47.71

Group D:

Flagger	\$ 31.72	\$ 33.19	\$ 34.44	\$ 35.78
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Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

#### SHIFT WORK

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

1ST SHIFT	8:00 AM TO 4:30 PM	REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM	REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM	REGULAR RATE PLUS 31.4%

#### SUPPLEMENTAL BENEFITS

Per hour worked:

	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A	\$ 31.90*	\$ 32.90*	\$ 34.40*	\$ 35.90*
Group B	\$ 27.90*	\$ 28.90*	\$ 30.40*	\$ 31.90*
Group C	\$ 27.70*	\$ 28.50*	\$ 29.70*	\$ 30.90*
Group D	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

\* Plus 7% of the hourly wage paid. The 7% is based on straight time or premium time.

#### OVERTIME PAY

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

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

#### HOLIDAY

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

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

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

#### REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

	07/01/2025	05/04/2026	05/03/2027	05/01/2028
All terms:	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

\* Plus 7% of the hourly wage paid. The 7% is based on straight time or premium time.

6-1249a-LT

#### Lineman Electrician - Tree Trimmer

07/01/2025

**JOB DESCRIPTION** Lineman Electrician - Tree Trimmer

**DISTRICT** 6

#### ENTIRE COUNTIES

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

#### WAGES

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also includes stump removal near underground energized electrical lines including telephone and CATV lines.

Per hour:	07/01/2025	01/04/2026	01/03/2027
Tree Trimmer	\$ 33.18	\$ 34.67	\$ 36.23
Equipment Operator	29.35	30.67	32.05
Equipment Mechanic	29.35	30.67	32.05

Truck Driver	23.85	24.93	26.05
Groundman	19.64	20.53	21.45
Flagger	15.50	16.20	16.93

#### SUPPLEMENTAL BENEFITS

Per hour:	07/01/2025	01/04/2026	01/03/2027
Journeyworker	\$ 10.98*	\$ 11.23*	\$ 11.48*

\* Plus 4.5% of the hourly wage paid. The 4.5% is based on straight time rate or premium rate.

#### OVERTIME PAY

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

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

#### HOLIDAY

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

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

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday. All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

### Mason - Building

07/01/2025

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 12

#### ENTIRE COUNTIES

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

#### WAGES

Per hour 07/01/2025

Tile/Marble/Terrazzo

Setter	\$ 38.01
Finisher	29.62

#### SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setter	\$ 21.83
Journeyman Finisher	18.87

#### OVERTIME PAY

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

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

Wages per hour

Hour Terms at the following percentage of Journeyman's wage

Setter:	
1st term 0-500 hrs	60%
2nd term 501-1500 hrs	70%
3rd term 1501-2500 hrs	80%
4th term 2501-3500 hrs	85%
5th term 3501-4500 hrs	90%
6th term 4501-6000 hrs	95%

Finisher:	
1st term 0-500 hrs	70%
2nd term 501-1500 hrs	80%
3rd term 1501-2500 hrs	90%
4th term 2501-3700 hrs	95%

Supplemental Benefits per hour worked	07/01/2025
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Setter:	
1st term 0-500 hrs	\$ 12.98
2nd term 501-1500 hrs	12.98
3rd term 1501-2500 hrs	17.40
4th term 2501-3500 hrs	17.40
5th term 3501-4500 hrs	19.61
6th term 4501-6000 hrs	21.83

Finisher:	
1st term 0-500 hrs	\$ 12.22
2nd term 501-1500 hrs	12.22
3rd term 1501-2500 hrs	15.54
4th term 2501-3700 hrs	15.54

12-2TS.1

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**Mason - Building****07/01/2025**

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**JOB DESCRIPTION** Mason - Building**DISTRICT** 12**ENTIRE COUNTIES**

Clinton, Essex, Franklin

**PARTIAL COUNTIES**

Warren: Only the Townships of Chester, Hague, Horicon and Johnsburg.

**WAGES**

Per hour 07/01/2025

Bricklayer	\$ 37.41
Cement Finisher	37.41
Plasterer/Fireproofers*	37.41
Pointer/Caulker/Cleaner	37.41
Stone Mason	37.41
Acid Brick	37.41

(\*)Fireproofers on Structural only.

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 22.70

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

**REGISTERED APPRENTICES**

Wages per hour

750 hr terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

All Terms \$ 22.70

12-2b.8

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**Mason - Heavy&Highway****07/01/2025**

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**JOB DESCRIPTION** Mason - Heavy&Highway**DISTRICT** 12**ENTIRE COUNTIES**

Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

**PARTIAL COUNTIES**

Onondaga: For Heavy &amp; Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&amp;Highway tag 12-2h/h on.

**WAGES**

Per hour

07/01/2025

Mason &  
Bricklayer

\$ 43.01

Additional \$1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

### SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman

\$ 22.93

### 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

750 HR TERMS at the following percent of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

0 to 500 Hours	\$ 14.13
All Other	22.93

12-2hh.1

## Millwright

07/01/2025

**JOB DESCRIPTION** Millwright

**DISTRICT** 6

### ENTIRE COUNTIES

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

### WAGES

THE FOLLOWING RATE APPLIES TO ANY GAS/STEAM TURBINE AND OR RELATED COMPONENT WORK, INCLUDING NEW INSTALLATIONS OR MAINTENANCE AND ANY/ALL WORK PERFORMED WITHIN THE PROPERTY LIMITS OF A NUCLEAR FACILITY.

Per hour: 07/01/2025

Millwright - \$ 47.00  
Power Generation

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive an additional \$1.75 per hour provided they are directed to perform Certified Welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) is required, then that employee shall receive an additional \$1.50 per hour.
- An employee performing the work of a machinist shall receive an additional \$2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00 per hour.

### SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker \$ 28.45\*

\*NOTE: Subject to OT premium

### OVERTIME PAY

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

### HOLIDAY

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

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

### REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyworker's wage:

Appr. 1st year	65%*
Appr. 2nd year	75%*
Appr. 3rd year	80%*
Appr. 4th year	90%*

\*NOTE: Additional premium for the following work listed below:

Certified Welder	\$ 1.75
Hazardous Waste Work	1.50
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.95
Appr. 2nd year	23.50
Appr. 3rd year	25.15
Appr. 4th year	26.80

6-1163Power

### Millwright

07/01/2025

**JOB DESCRIPTION** Millwright

**DISTRICT 2**

### ENTIRE COUNTIES

Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, Oneida, Onondaga, Oswego, St. Lawrence, Warren, Washington

### WAGES

Per hour: 07/01/2025

Building	\$ 38.41
Heavy & Highway	41.91

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwrights rate provided he/she is directed to perform certified welding.
- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour for Building work.
- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional \$2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 27.50
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### OVERTIME PAY

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

### HOLIDAY

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

Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

### REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th
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65%      75%      80%      90%

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwrights rate provided he/she is directed to perform certified welding.
- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour for Building work.
- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional \$2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00.

SUPPLEMENTAL BENEFITS Benefits per hour:

Apprentices:

1st term	\$ 11.95
2nd term	22.84
3rd term	24.39
4th term	25.95

2-1163.2

### Operating Engineer - Building

07/01/2025

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT** 1

#### ENTIRE COUNTIES

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

#### PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

#### WAGES

NOTE:

- In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.
- If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C

CLASS A1\*: All cranes that require A NYS crane license, tower cranes\*\*(including self erecting), hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirllies, dragline, boom trucks, cherry pickers, overhead cranes (gantry or saddle type), truck cranes

#### CLASS A:

Shovel, Excavators 18,001 lbs. and above(including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill, Profiler/Milling machine.

#### CLASS B:

Excavators 18,000 lbs. and under, Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacuum machine (mounted or towed).

#### CLASS C:

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, belcrete power pack (belcrete system), seeding, and mulching machines, pumps, rotating telehandler (that does not require NYS crane license).

WAGES per hour

07/01/2025



Class A1*	\$ 55.42
Class A	\$ 54.93
Class B	\$ 53.91
Class C	\$ 51.01

(\*) TONNAGE RATING PREMIUMS:

Note: Additional value subject to same premiums as shown for OT

All cranes 1000 tons and over, A1 rate plus \$7.00

All cranes 800-999 tons, A1 rate plus \$6.00

All cranes 600-799 tons, A1 rate plus \$5.00

All cranes 400-599 tons, A1 rate plus \$4.00

All cranes 200-399 tons, A1 rate plus \$3.00

All cranes 111-199 tons, A1 rate plus \$2.25

All cranes 110 tons and under, A1 rate only

(\*\*)Additional \$0.50 per hr on A1 rate for Tower Cranes (no tonnage premiums apply)

Additional \$2.50 per hr over B rate for Nuclear Leader work.

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

**SUPPLEMENTAL BENEFITS**

Per hour

07/01/2025

Journeyworker \$ 33.50

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: All hours worked on designated holidays shall be paid a double the hourly rate of pay plus 8 hours of straight time.

NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday.

**REGISTERED APPRENTICES**

Wages per hour

1000 hours terms at the following percentage of Journeyworker's wage Class B

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

Supplemental Benefits per hour worked

07/01/2025

All terms \$ 28.80

1-158 Alb

**Operating Engineer - Heavy&Highway**

**07/01/2025**

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

**WAGES**

NOTE:

--- In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

--- If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C

CLASSIFICATION A1\*: All Cranes that require a NYS Crane License; tower cranes(including self erecting)\*\*; hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks, cherry pickers, overhead cranes (gantry or saddle type), truck cranes

**CLASSIFICATION A:**

Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Blacktop Roller, Boom truck, GPS operated Bull Dozer, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, PB-4 and similar type, Power Grader, Profiler/Milling Machine (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Rotating Telehandler, Scraper (Including Challenger Type), Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

**CLASSIFICATION B:**

Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (Non-Automated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant [(Non-Automated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, Hi Pressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mini Excavator (under 18,000 lbs.), Mixer (for stabilized base self-propelled), Monorail Machine, Plant Engineer, Prentice Loader, Profiler/Milling Machine (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacuum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder, Winch, Winch Cat

**CLASSIFICATION C:**

A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunit Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar; including all attachments), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Insertter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

**WAGES per hour**

07/01/2025

Class A1*	\$ 60.30
Class A	57.30
Class B	56.39
Class C	53.82

**(\*) TONNAGE RATING PREMIUMS:**

Cranes over 1000 tons, A1 rate plus \$7.00  
Cranes from 800-999 tons, A1 rate plus \$6.00  
Cranes from 600-799 tons, A1 rate plus \$5.00  
Cranes from 400-599 tons, A1 rate plus \$4.00  
Cranes from 200-399 tons, A1 rate plus \$3.00  
Cranes from 111-199 tons, A1 rate plus \$2.00  
Cranes from 65-110 tons, A1 rate plus \$1.50  
Cranes from 0-64 Tons, A1 rate only

NOTE: Additional value subject to same premiums as shown for OT

(\*\*) Tower Cranes, A1 rate plus \$3.00 (no tonnage premiums apply)

-- Cranes in Luffer Configuration, A1 rate plus \$5.00

-- Cranes with external ballast (tray or wagon), A1 rate plus \$5.00

NOTE: Additional value subject to same premiums as shown for OT

Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

**SHIFT WORK**

Additional \$2.50 per hour for All Employees who work a single irregular work shift, of at least 5 consecutive days, starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

**SUPPLEMENTAL BENEFITS**

Per hour

07/01/2025

Journeyworker

\$ 33.70

# **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

# **HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be observed on Monday. If the observed Monday Holiday is worked, pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday and is worked pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday employer can choose to observe the paid holiday Saturday or give Friday off with holiday pay.

# **REGISTERED APPRENTICES**

Wages per hour

1000 hours terms at the following percentage of Journeyworker's wage Class B

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

Supplemental Benefits per hour worked

07/01/2025

All Terms

\$ 28.30

1-158H/H Alb

# **Operating Engineer - Marine Dredging**

07/01/2025

**JOB DESCRIPTION** Operating Engineer - Marine Dredging

**DISTRICT 4**

# **ENTIRE COUNTIES**

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

# **WAGES**

These wage rates do not apply to Operating Engineers on land-based construction projects. For those projects, refer to the Operating Engineers Heavy/Highway rates. The wage rates listed below apply specifically to all equipment and operators involved in marine dredging work within navigable waters located in the counties listed above.

Per Hour:	07/01/2025	10/01/2025
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CLASS A1	\$ 47.07	\$ 48.48
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Deck Captain, Leverman,  
Mechanical Dredge Operator,  
Licensed Tug Operator with MOTV

CLASS A2	41.94	43.20
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Crane Operator (360 swing)

CLASS B	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
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Dozer, Front Loader  
Operator (On Land)

CLASS B1	40.71	41.93
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Derrick Operator (180 swing),  
Spider/Spill Barge Operator I/II,  
Fill Placer, Engineer, Chief Mate,  
Electrician, Chief Welder, Maintenance Engineer,  
Licensed Boat, Crew Boat Operator

CLASS B2	38.31	39.46
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Certified Welder

CLASS C1	37.26	38.38
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Drag Barge Operator,  
Steward, Mate,  
Assistant Fill Placer

CLASS C2 Boat Operator	36.07	37.15
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	29.96	30.86

#### SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes: 7% of Hourly Straight time wage + \$12.00.

Additional \$0.63 per hour for Overtime hours

#### OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

#### Operating Engineer - Survey Crew

07/01/2025

**JOB DESCRIPTION** Operating Engineer - Survey Crew

**DISTRICT** 12

#### ENTIRE COUNTIES

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

#### PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

#### WAGES

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2025

Party Chief	\$ 52.91
Instrument Person	48.67
Rod Person	36.29

Additional \$3.00/hr. for Tunnel Work

Additional \$2.50/hr. for Hazardous Work Site

#### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 30.10
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#### OVERTIME PAY

See (B, E, P, \*X) on OVERTIME PAGE

\*Note: \$25.10/Hr. Only for "ALL" premium hours paid when worked.

#### HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2025

0-1000	60%
1001-2000	70%

2001-3000 80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 21.88 / PHP \$18.03
1001-2000	24.90 / " 20.45
2001-3000	27.93/ " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

**Operating Engineer - Survey Crew - Consulting Engineer**

**07/01/2025**

**JOB DESCRIPTION** Operating Engineer - Survey Crew - Consulting Engineer

**DISTRICT** 12

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

**WAGES**

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

**SURVEY CLASSIFICATIONS:**

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2025

Party Chief	\$ 52.91
Instrument Person	48.67
Rod Person	36.29

Additional \$3.00/hr. for Tunnel Work.

Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 30.10
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**OVERTIME PAY**

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

\*Note: \$25.10/Hr. Only for "ALL" premium hours paid when worked.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2025

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 21.88 / PHP \$18.03
1001-2000	\$ 24.90 / " 20.45
2001-3000	\$ 27.93 / " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

**Operating Engineer - Tunnel**

**07/01/2025**

**JOB DESCRIPTION** Operating Engineer - Tunnel

**DISTRICT 7**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

**WAGES**

**CLASS A:** Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel.

**CLASS B:** Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self-propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat.

**CLASS C:** A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Insertor (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point.

**CLASS D:** Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor.

Per hour: 07/01/2025

CLASS A	\$ 58.44
CLASS B	57.22
CLASS C	54.43
CLASS D	51.42

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection.

**CRANES:**

Crane 1: All cranes, including self-erecting.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks.

Crane 1	\$ 62.44
Crane 2	61.44

Crane 3 60.44

### SUPPLEMENTAL BENEFITS

Per hour:

\$ 25.90  
+ 10.10\*

\* This portion of the benefits subject to SAME PREMIUM as shown for overtime wages.

### OVERTIME PAY

See (B, B2, E, Q, X) on OVERTIME PAGE

### HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Sunday, it shall be observed on Monday.

### REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyworker's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

7-158-832TL.

## Painter

07/01/2025

### JOB DESCRIPTION Painter

DISTRICT 1

### ENTIRE COUNTIES

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

### WAGES

Per hour

	07/01/2025	05/01/2026
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Painter\Wallcovers	\$ 33.50**	+ \$ 1.55***
Drywall Finishers	33.50**	
Spray Rate	33.50**	
Structural Steel*	34.50**	
Lead Abatement	34.50**	
Lead Abatement on		
Structural Steel	35.50**	

(\*)Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate.

(\*\*) Plus Additional \$1.30 per hour not subject to Overtime/Premiums

(\*\*\*)Plus Additional \$1.35 per hour not subject to Overtime/Premiums

Bridge Painter

See Bridge Painter rates for the following work:

All Bridges and Tanks

### SHIFT WORK

THE FOLLOWING ADDITIONAL HOURLY RATE WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT(S) OR SINGULAR IRREGULAR SHIFT WHEN THE SHIFT STARTS BETWEEN THE HOURS LISTED BELOW:

2:30 PM to 6:00 AM	PLUS \$1.00 to the applicable rate, and this is not subject to overtime
--------------------	--

### SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$ 20.60

### OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it shall be observed on Monday.

## REGISTERED APPRENTICES

Wages per hour

1000 hour terms at the following percentage of Journeyworker's base wage

Apprentice rate is calculated on the rate before the \$1.30 is added, then add the \$1.30

1st	2nd	3rd	4th	5th	6th
45%	50%	60%	70%	80%	90%

Supplemental Benefits per hour

All Terms \$ 20.60

1-201-P

## Painter - Bridge & Structural Steel

07/01/2025

**JOB DESCRIPTION** Painter - Bridge & Structural Steel

**DISTRICT** 8

### ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

### WAGES

Per Hour:

STEEL:

Bridge Painting:	07/01/2025	10/01/2025
	\$ 56.25	Additional
	+ 11.10*	\$3.17**

ADDITIONAL \$7.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

\*\* To be allocated a later date

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

### SHIFT WORK

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate.

When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

### SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:

\$ 13.33  
+ 30.76\*

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

### OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (4, 6) on HOLIDAY PAGE

## REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms.

1st year \$ 22.50



	+ 4.44
2nd year	\$ 33.75 + 6.63
3rd year	\$ 45.00 + 8.88
Supplemental Benefits - Per hour:	
1st year	\$ 1.52 + 12.51
2nd year	\$ 8.00 + 18.47
3rd year	\$ 10.66 + 24.62

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

<b>Painter - Line Striping</b>	<b>07/01/2025</b>
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**JOB DESCRIPTION** Painter - Line Striping

**DISTRICT 8**

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Nassau, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

**WAGES**

Per hour:

Painter (Striping-Highway):	07/01/2025	04/01/2026
Striping-Machine Operator*	\$ 35.49	\$ 36.93
Linerman Thermoplastic	42.74	44.44

Note: \* Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

**SHIFT WORK**

When directly specified in public agency or authority contract documents there shall be a 30% night shift premium pay differential for all work performed after 9:00pm and before 5:00am.

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Journeyworker:		
Striping Machine Operator:	\$24.30	\$ 24.95
Linerman Thermoplastic:	24.30	24.95

**OVERTIME PAY**

See (B, B2, E2, F, S) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 20) on HOLIDAY PAGE  
Overtime: See (5, 20) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

One (1) year terms at the following wage rates:

	07/01/2025	01/01/2026	04/01/2026
1st Term:	\$ 16.50	\$ 17.00	\$ 17.00
2nd Term:	21.29	20.47	22.16
3rd Term:	28.39	27.30	29.54

Supplemental Benefits per hour:

All terms:	\$ 24.30	\$ 24.30	\$ 24.95
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8-1456-LS

**Painter - Metal Polisher**

**07/01/2025**

**JOB DESCRIPTION** Painter - Metal Polisher

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

	07/01/2025
Metal Polisher	\$ 40.33
Metal Polisher*	41.43
Metal Polisher**	44.33

\*Note: Applies on New Construction & complete renovation

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

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2025

Journeyworker:

All classification \$ 13.44

**OVERTIME PAY**

See (B, E, P, T) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

One (1) year term at the following wage rates:

	07/01/2025
1st year	\$ 20.17
2nd year	22.18
3rd year	24.20
1st year*	\$ 20.56
2nd year*	22.62
3rd year*	24.74
1st year**	\$ 22.67
2nd year**	24.68
3rd year**	26.70

\*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

1st year	\$ 8.94
2nd year	8.94
3rd year	8.94

8-8A/28A-MP

**Plumber**

**07/01/2025**

**JOB DESCRIPTION** Plumber

**DISTRICT 1**

**ENTIRE COUNTIES**

Essex

**PARTIAL COUNTIES**

Franklin: Entire County except for the Village of Hogsburg and the St. Regis Indian Reservation.

Hamilton: The Townships of Long Lake and Indian Lake

**WAGES**

Per hour

07/01/2025

Plumber &  
Steamfitter \$ 45.88

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyworker \$ 33.80

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (22) on HOLIDAY PAGE

Overtime: See (5, 6, 23) on HOLIDAY PAGE

Note: For the paid Christmas Holiday the employee must have worked 20 regular working days in the calendar year with contractor to qualify

Note: Whenever a Holiday falls on a Saturday, the preceding day, Friday, shall be observed as the Holiday. If a Holiday falls on a Sunday, the following day, Monday shall be observed as the Holiday.

**REGISTERED APPRENTICES**

Wages per hour

One year terms at the following percentage of Journeyperson's wage

1st yr	50%
2nd yr	60%
3rd yr	70%
4th yr	80%
5th yr	90%

Supplemental Benefits per hour worked

1st yr	\$ 24.93
2nd yr	26.70
3rd yr	28.48
4th yr	30.25
5th yr	32.03

1-773EF-SF

**Roofer**

**07/01/2025**

**JOB DESCRIPTION** Roofer

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour

07/01/2025

Roofer/Waterproofer	\$ 38.05
Asphalt Cold Process	38.55
Fluid Applied Roof	38.55
Pitch & Asbestos	40.05

(\*) To be allocated at a later date

**SHIFT WORK**

On all 2nd and 3rd shift work an additional \$4.00 per hour shall be paid

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyworker \$ 24.27

**OVERTIME PAY**

See (B, E, J) on OVERTIME PAGE.

## HOLIDAY

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

Note: When any Holiday falls on Saturday, the Friday before such Holiday shall be recognized as the legal Holiday. When a Holiday falls on Sunday, it shall be observed the following Monday.

## REGISTERED APPRENTICES

Wages per hour

Apprentice terms at the following per cent of the Roofer/Waterproofer rate. For Pitch & Asbestos work, an additional \$2.00 must be paid in wages. For Asphalt Cold Process work and Fluid Applied Roof coating, an additional \$0.50 must be paid in the wages.

1st Term 58% + \$ 3.00  
1500 hrs.

2nd Term 74% + \$ 3.00  
1 yr. and 1500 hrs. as 1st term.

3rd Term 90%  
1 yr. and 1500 hrs. as 2nd term.

3rd Term complete at 1 yr and 1050 hrs. as 3rd term

Supplemental Benefits per hour worked

1st Term \$ 19.69  
2nd Term 20.12  
3rd Term 23.60

1-241

## Sheetmetal Worker

07/01/2025

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT** 1

## ENTIRE COUNTIES

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

## WAGES

Per hour

07/01/2025

Sheetmetal Worker \$ 42.43

All work requiring HAZWOPER Training additional \$1.00 per hour.

## SHIFT WORK

Work performed on 2nd or 3rd shift will be paid an additional 10% added to the wage

## SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$ 37.86

## OVERTIME PAY

See ( B,E,E5,Q ) on OVERTIME PAGE

## HOLIDAY

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

When any holiday falls on Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

## REGISTERED APPRENTICES

Wages per hour

6 Month Terms at the following rate:

1A term \$ 23.75  
1B term 25.68  
2A term 26.65  
2B term 27.62  
3A term 28.12

3B term	29.09
4A term	29.70
4B term	31.82
5A term	33.94
5B term	36.07

Supplemental Benefits per hour

1A term	\$ 23.48
1B term	24.24
2A term	24.56
2B term	24.87
3A term	30.82
3B term	31.58
4A term	33.30
4B term	34.08
5A term	34.85
5B term	35.62

1-83

**Sprinkler Fitter**

**07/01/2025**

**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour 07/01/2025

Sprinkler \$ 45.06  
Fitter

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyworker \$ 29.41

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

**REGISTERED APPRENTICES**

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 23.28	\$ 25.98	\$ 28.15	\$ 30.31	\$ 31.94	\$ 34.64	\$ 36.81	\$ 38.97	\$ 41.14	\$ 43.30

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 9.57	\$ 9.57	\$ 21.49	\$ 21.49	\$ 21.74	\$ 21.74	\$ 21.74	\$ 21.74	\$ 21.74	\$ 21.74

1-669

**Teamster - Building**

**07/01/2025**

**JOB DESCRIPTION** Teamster - Building

**DISTRICT 7**

**ENTIRE COUNTIES**

Clinton, Essex, Franklin, Jefferson, St. Lawrence

**PARTIAL COUNTIES**

Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen, Harrisburg, Montague, Osceola and Pinckney.

Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.  
Warren: Only the Townships of Hague, Horicon, Chester and Johnsburg.

### WAGES

GROUP #1: Fuel Trucks, Fork Lift\* (Warehouse Area Only), Warehouse\*, Yardman\*, Truck Helper, Pickups, Panel Truck, Flatbody Material Trucks (straight jobs), Single axle Dump Trucks, Dumpsters, Material Checkers/Receivers\*, Greasers, Tiremen, Mechanic Helpers/Parts Chasers, Bus.

GROUP #2: Tandems, Mechanics & Batch Trucks.

GROUP #3: Semi Trailers, Low Boys, Asphalt Distributor Trucks, and Agitator Mixer Truck, Dump Crete Type Vehicles and 3 axle Dump trucks.

GROUP #4: Asbestos Removal, Special earth moving Euclid type or similar off highway equip.(non self load.) Articulated and all-track dump trucks.

\*NOTE - Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

Per hour: 07/01/2025

GROUP #1	\$ 30.72
GROUP #2	31.72
GROUP #3	31.82
GROUP #4	30.98

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 23.34

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

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

7-687B

## Teamster - Heavy&Highway

07/01/2025

**JOB DESCRIPTION** Teamster - Heavy&Highway

**DISTRICT** 7

### ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, St. Lawrence

### PARTIAL COUNTIES

Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen, Harrisburg, Montague, Osceola and Pinckney.

Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.

Warren: Only the Townships of Hague, Horicon, Chester and Johnsburg.

### WAGES

GROUP #1: 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/Parts Chasers, Fork Lift\* (Warehouse Area Only), Tandems and Batch Trucks, Mechanics. Semi-Trailers, Low-Boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Truck.

GROUP #2: Specialized Earth Moving Equipment, Euclid type, or similar off-highway where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck. Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

\*NOTE - Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

Per hour: 07/01/2025

GROUP #1	\$ 32.78
GROUP #2	33.00

Additional \$1.50 per hour for hazardous waste removal work on a City, County, State and/or Federal Designated waste site and regulations require employee to use or wear respiratory protection.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 25.72

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6) on HOLIDAY PAGE  
NOTE: If a holiday falls on a Sunday, it will be celebrated on Monday.

7-687

**Welder**

**07/01/2025**

**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, Schuylar, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

Per hour 07/01/2025

Welder: To be paid the same rate of the mechanic performing the work.\*

\*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

**OVERTIME PAY**

**HOLIDAY**

1-As Per Trade

## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.  
Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( B3 ) Time and one half of the hourly rate after 40 straight hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( E4 ) Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E5 ) Double time after 8 hours on Saturdays
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays



- ( S ) Two and one half times the hourly rate for Holidays
- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( T ) Triple the hourly rate for Holidays
- ( U ) Four times the hourly rate for Holidays
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.
- ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

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

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

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

( 29 )      Juneteenth

**New York State Department of Labor - Bureau of Public Work**  
**State Office Building Campus**  
**Building 12 - Room 130**  
**Albany, New York 12226**

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

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

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

**This Form Must Be Typed**

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

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

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

Telephone

Fax

E-Mail:

2. NY State Units (see Item 5).

☐

01 DOT

☐

02 OGS

☐

03 Dormitory Authority

☐

04 State University  
Construction Fund

☐

05 Mental Hygiene  
Facilities Corp.

☐

06 OTHER N.Y. STATE UNIT

☐

07 City

☐

08 Local School District

☐

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

☐

10 Village

☐

11 Town

☐

12 County

☐

13 Other Non-N.Y. State  
(Describe)

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

Telephone

Fax

E-Mail:

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

☐

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR  
THIS PROJECT :

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:

Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

☐

1. New Building

☐

2. Addition to Existing Structure

☐

3. Heavy and Highway Construction (New and Repair)

☐

4. New Sewer or Waterline

☐

5. Other New Construction (Explain)

☐

6. Other Reconstruction, Maintenance, Repair or Alteration

☐

7. Demolition

☐

8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐

Construction (Building, Heavy  
Highway/Sewer/Water)

☐

Tunnel

☐

Residential

☐

Landscape Maintenance

☐

Elevator maintenance

☐

Exterminators, Fumigators

☐

Fire Safety Director, NYC Only

☐

Fuel Delivery

☐

Guards, Watchmen

☐

Janitors, Porters, Cleaners,  
Elevator Operators

☐

Moving furniture and  
equipment

☐

Trash and refuse removal

☐

Window cleaners

☐

Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

**Signature**



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

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

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

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

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

**Debarment Database:** To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

**For inquiries please call 518-457-5589.**



**NYSDOL Bureau of Public Work Debarment List    07/03/2025**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL		AKHLAQ OULAKH		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DOL		B&L RENOVATION CO.		618 OCEAN PARKWAY APT A6BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DA	*****9290	BJA RENOVATION, CORP		33 DOLLARD DR NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTI ON	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2281	CORRAO TRUCKING, INC.		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026

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DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARWIN PEGUESE		6400 BALTIMORE NATIONAL SUITE 602CANTONSVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO		2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	*****4760	GTX CONSTRUCTION ASSOCIATES, CORP		2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****2397	ISLAND BREEZE MARINE, INC.		6400 BALTIMORE NATIONAL CANTONSVILLE MD 21228	10/24/2024	10/24/2029
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027



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DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DA		JOSEPH DEMASCO		33 DOLLARD DRIVE NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL		JOSEPH HALL		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL	*****2271	JOSEPH HALL COMPANIES LLC		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002

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DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KEVIN FUNEZ URBINA A/K/A KEVIN FUNEZ		1009 LYNDALE AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****8760	KJ&J CONSTRUCTION, LLC		1009 LYNDALE AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****3716	LIGHTNIN ELECTRIC INC.		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAQSOOD AHMAD		618 OCEAN PKWY BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		MOHAMMAD MIAN		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NASEER CHAUDHRY		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS BARNETT		33 DOLLARD DR BABYLON NY 11703	03/04/2025	03/04/2030
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027

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DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	DOL		NIKOLA NTONI		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	NYC	*****6971	NN CONSTRUCTION, INC.		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	*****4772	R.W. LOBDELL CONSTRUCTION LLC		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		SILVANO TRAVAJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOI	DOI	*****9150	SURGE INC		8269 21ST STREFT	12/22/2022	12/22/2027

**NYSDOL Bureau of Public Work Debarment List    07/03/2025**

**Article 8**

DOL	DOL		SYED MUHAMMAD S. JAFRI A/K/A SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****2426	THE MATRUKH GROUP, INC.		4307 28TH AVE PO BOX 9082ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		THOMAS LOBDELL		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VINCENT CORRAO		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

## **Appendix A**

### **Geotechnical Report**

**SUBSURFACE INVESTIGATION  
AND  
GEOTECHNICAL EVALUATION**

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**PROPOSED CULVERT REPLACEMENT  
GROVE ROAD OVER GREEN STREET BROOK  
JAY, ESSEX COUNTY, NEW YORK**

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**H&T ENGINEERING, PLLC**

**PREPARED FOR: H&T Engineering, PLLC  
14 Corporate Drive  
Clifton Park, New York 12065**

**PREPARED BY: Atlantic Testing Laboratories, Limited  
6431 U.S. Highway 11  
Canton, NY 13617**

**ATL Report No. CD10994E-01-05-25**

**May 5, 2025**

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# **SUBSURFACE INVESTIGATION AND GEOTECHNICAL EVALUATION**

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## **PROPOSED CULVERT REPLACEMENT GROVE ROAD OVER GREEN STREET BROOK JAY, ESSEX COUNTY, NEW YORK**

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### **H&T ENGINEERING, PLLC**

#### **1.0 INTRODUCTION**

At the request of Charles Tutunjian, P.E. representing H&T Engineering, PLLC (H&T) and in accordance with our proposal (ATL File No. CD998-214X-01-25, dated February 7, 2025), Atlantic Testing Laboratories, Limited (ATL) performed a subsurface investigation and geotechnical evaluation for the referenced project. The subsurface investigation program, consisting of two (2) soil borings, was conducted on March 14, 2025.

The purpose of the investigation was to ascertain the general subsurface soil, bedrock, and groundwater conditions at the site, to evaluate the engineering significance of these findings, and to provide recommendations related to the proposed culvert foundation design and construction.

The proposed project is located on Grove Road in the Town of Jay, Essex County, New York. The approximate project coordinates are N 44°25'58" latitude and W 73°37'36" longitude. A **Site Location Plan** is included in **Appendix A**. All dimensions and elevations referenced in this report are in units of feet, unless otherwise noted.

#### **2.0 PROJECT DESCRIPTION**

According to information provided by H&T, it is our understanding that the proposed project will consist of the complete replacement of the existing culvert. It is anticipated that the proposed replacement structure will be either a precast concrete box culvert or a bridge with stub abutments supported by shallow foundations. The precast concrete box culvert would be founded approximately 4 feet below the existing invert elevation or a maximum depth of 15 feet below the existing roadway surface. It is anticipated that shallow bridge foundations would bear approximately 10 feet below the existing roadway surface. Project design scour depths were not provided prior to the completion of this report, however it is anticipated that driven sheet piles installed to a depth of approximately 15 feet below the existing roadway surface will be utilized as scour protection.



### 3.0 SITE SURFACE CONDITIONS & GEOLOGY

The existing culvert is located along Grove Road approximately 0.2 miles north of the Green Street intersection. The project is generally surrounded by densely wooded areas and some residential properties. The existing culvert is currently an asphalt paved, two-lane crossing over Green Street Brook. At the time of the investigation, Grove Road was closed at the existing culvert due to damage as a result of recent flooding events.

The site is located in the western portion of the Adirondack physiographic province of New York State. Based on the Surficial Geologic Map of New York State, Adirondack Sheet, the project area is generally mantled with glacial till. Based on the New York State Geologic Map, Adirondack Sheet, the project area is generally underlain by granitic gneiss bedrock.

### 4.0 SUBSURFACE INVESTIGATION & SAMPLING METHODOLOGY

Two (2) soil boring locations were selected by representatives of H&T and staked in the field by ATL. The boring surface elevations were not provided to ATL. The approximate soil boring locations are depicted on the provided **Boring Location Plan** included in **Appendix B**. The boring termination depths were specified by H&T.

The soil borings were advanced utilizing HW (4-inch) flush joint casing and a 3-7/8-inch tri-cone roller bit using water as the drilling fluid. Soil sampling and Standard Penetration Testing was performed utilizing a 2-inch outside diameter split spoon sampler and automatic drop hammer in accordance with ASTM D 1586. Soil sampling was performed continuously to a depth of 12 feet and at 4 to 5 feet intervals thereafter to bedrock encountered in boring B-1 at a depth of 29.2 feet and boring termination in boring B-2 at a depth of 21 feet below the surface. Rock coring was performed for approximately 4 feet in boring B-1, using an NX-size, double-tube core barrel.

The recovered soil samples were visually classified in the laboratory by an engineering technician in general accordance with the Burmister Soil Classification System. The split spoon sampler does not recover material larger than 1 $\frac{3}{8}$ -inch in nominal dimension; therefore, the soil classifications may not be representative of the entire soil matrix. The visual classifications and the standard penetration test results are presented on the **Subsurface Investigation Logs** included in **Appendix C**.

The boreholes were backfilled with on-site soil and the asphalt pavement was patched with asphalt cold patch upon completion. It is important that the backfilled boreholes be monitored for settlement or subsidence. This will be the responsibility of H&T Engineering PLLC and/or their client. ATL assumes no liability for loss or damage resulting from borehole settlement.

### 5.0 SITE SUBSURFACE CONDITIONS

The following description of subsurface conditions is based on the soil, bedrock, and groundwater conditions encountered during this subsurface investigation. Actual subsurface conditions may vary across the site in both the horizontal and vertical dimensions. Detailed subsurface descriptions are provided on the Subsurface Investigation Logs.

## 5.1 Soil Borings

### 5.1.1 South Boring (B-1)

Boring B-1 encountered approximately 6 inches of asphalt pavement at the surface. The asphalt pavement was underlain by sand with varying proportions of gravel and trace amounts of silt that extended to a depth of approximately 13 feet. The sand was typically very compact (SPT N-values greater than 50) to a depth of 4 feet followed by medium compact (SPT N-values 10 to 30) to a depth of 13 feet. The sand was underlain by a layer of soft (SPT N-values 2 to 4) clayey silt with trace amounts of sand and gravel that extended to a depth of approximately 17 feet. The soft clayey silt was underlain by medium compact sand with trace amounts of gravel and silt that extended to weathered gneiss bedrock at a depth of 29.1 feet. A tri-cone roller bit was advanced to a depth of 30 feet and the gneiss bedrock was cored for 4 feet to boring termination at a depth of 34 feet below the surface. The rock core description is summarized below.

**South Footings Rock Core Descriptions**

<b>Boring No./ Location</b>	<b>Run No.</b>	<b>Depth (ft.)</b>	<b>Recovery (%)</b>	<b>RQD (%)</b>	<b><sup>(1)</sup> Rock Quality Description</b>
B-1	1	30 - 34	94	88	Good

<sup>(1)</sup>Rock Quality Description is based on the measured RQD (%) in accordance with the NYSDOT Geotechnical Design Manual, Chapter 6

### 5.1.2 North Boring (B-2)

Boring B-2 encountered approximately 6 inches of asphalt pavement at the surface. The asphalt pavement was generally underlain by medium compact to very compact sand with varying proportions of gravel and trace amounts of silt that extended to boring termination at a depth of 21 feet. The exception was a loose sand layer encountered at a depth of 6 to 8 feet and a medium compact gravel layer encountered at a depth of approximately 13 to 17 feet.

## 5.2 Groundwater

Groundwater measurements were performed during the subsurface investigation within the cased and open boreholes. The soil samples were also classified for coloration and relative moisture conditions.

Freestanding water was recorded at depths ranging from 1.8 to 4 feet below the surface at the time of borehole advancement; however, the groundwater readings were affected by water utilized to advance the boreholes and are not considered a reliable indicator of the true groundwater depths. The borings were backfilled with on-site soil immediately upon completion; therefore, the water levels did not have sufficient time to stabilize in the open boreholes.

Fluctuations in water levels may occur due to seasonal and climatic variations, changes in surface runoff patterns, construction activity, water surface variations in the brook and subsequent development of the site along with other interrelated factors.

## 6.0 LABORATORY ANALYSES

Select soil and rock core samples were submitted to ATL's geotechnical laboratory for the following physical analyses:

- ◆ Ten (10) Water Content Determination of Soil (ASTM D 2216)
- ◆ Two (2) Particle Size Analysis without Hydrometer (ASTM D 422)

The laboratory test results are included in **Appendix D, Laboratory Test Reports**.

## 7.0 GEOTECHNICAL ENGINEERING DISCUSSION

The Geotechnical Engineering Discussion is based on information provided by H&T, our understanding of the project, and the subsurface conditions outlined in this report.

The following recommendations are presented as the minimum requirements for the design, planning, and construction of the culvert foundations. The concepts and geotechnical engineering considerations presented should be considered in project design and construction. These concepts may require alterations to meet the specific design and economic considerations for this project.

At the time this report was prepared, it was anticipated that the proposed culvert replacement structure would consist of either a precast concrete box culvert founded on bedding material overlying stable, native subgrade soils or a bridge with abutments supported by shallow foundations bearing on native subgrade soils.

The primary concern with respect to the design and construction of the proposed structure is the soft clayey silt that was encountered in boring B-1 at depths ranging from approximately 13 to 17 feet below the surface. To limit differential foundation settlement, the clayey silt should be over excavated to stable, native, medium compact sand subgrade soils, under the direction of the Geotechnical Engineer, and replaced with Granular Fill that is placed and compacted in accordance with Section 7.6 of this report.

Footing excavations should be advanced to stable native soils, below the design scour and frost depths. Foundations planned above the design scour depth should have alternate scour protection provided to the foundation. It is anticipated that sheet piles will be utilized as scour protection for new foundations.

### 7.1 Site Work

Site work will require the removal of the asphalt pavement, any topsoil and organic material, the existing culvert structure and wing walls within the footprint of the proposed structure.

The excavations for the proposed structure may extend below groundwater and brook water levels. Shoring or other acceptable excavation stabilizing methods and dewatering may be required to provide a dry, stable work area. The on-site granular soils will be susceptible to sidewall sloughing in open excavations, especially below the water levels. The contractor should develop an excavation stabilization and dewatering plan for review by the owner and engineer prior to beginning the excavations.

Compact granular soil, cobbles, and gneiss bedrock were encountered in the soil borings at the time of the investigation and may be encountered in foundation excavations.

The contractor must follow excavation safety practices as mandated by 29 CFR Part 1926 (OSHA) and by applicable state regulations.

## **7.2 Concrete Box Culvert**

Culvert excavations should be advanced to stable, native soils utilizing excavation techniques to minimize subgrade disturbance. All foundation excavations should be continuously monitored by a Geotechnical Engineer to verify subgrade stability and to ensure that adequate soil bearing capacity is obtained. It is anticipated that excavations for the proposed box culvert will extend approximately 16 feet below the existing roadway surface. Any soft clayey silt encountered at the proposed foundation subgrade elevation, should be over-excavated and replaced with compacted Granular Fill under the direction of the Geotechnical Engineer.

A 12-inch leveling pad consisting of NYSDOT Number 2, crushed stone should be placed and compacted directly beneath the culvert and cut-off walls. The Number 2, crushed stone should be compacted with four passes of a dual-drum walk-behind vibratory roller; a Wacker DPU 6055 vibrating plate tamper; or equivalent, under the direction of a Geotechnical Engineer. The Number 2 crushed stone will provide a stable working surface and dewatering media if ground or surface water enters the culvert excavations. Crushed stone layers should be wrapped in a non-woven geotextile (Mirafi 160N or equivalent) to limit the migration of native soils into the crushed stone.

The culvert supported on NYSDOT Number 2, crushed stone underlain by stable native, medium compact to compact sand may be designed utilizing an allowable soil bearing capacity of 4000 psf, provided the recommendations contained in this report are followed.

An ultimate coefficient of sliding friction value of 0.45 may be used for precast concrete founded on NYSDOT Number 2 stone that overlies stable native soils.

## **7.3 Bridge Foundations**

Based on information provided by H&T Engineering PLLC, it is our understanding that bridge foundations would bear approximately 10 feet below the existing roadway surface grade. Based on the subsurface conditions encountered in the soil borings, the new bridge abutments should be supported by the medium compact sand encountered in the soil borings, provided the recommendations contained in this report are followed. Soft silty clay was encountered in boring B-1 between a depth of approximately 13 and 17 feet below the surface. The soft silty clay encountered below the proposed foundation bearing grade should over-excavated and replaced with compacted Granular Fill.

The bridge foundations should be founded below the design scour depth or alternative scour protection methods should be provided to the foundation. We understand that sheet piles will be utilized as scour protection for the proposed bridge foundations.

A 6-inch layer of NYSDOT Number 2, crushed stone should be placed in the bottom of the foundation excavations to provide a stable working surface and dewatering media, if subsurface or surface water enters the excavations. The Number 2, crushed stone should be compacted with four passes of a dual-drum walk-behind vibratory roller; a Wacker DPU 6055 vibrating plate tamper; or equivalent, under the direction of a Geotechnical Engineer. Unstable subgrade soils encountered in the bottom of the excavations should be over excavated to stable subgrades soils and replaced with compacted Granular Fill, under the direction of a Geotechnical Engineer.

Shallow foundations supported on the native, medium compact sand or compacted Granular Fill overlying medium compact sand may be designed utilizing an allowable soil bearing capacity of 4000 psf provided the recommendations contained in this report are followed.

An ultimate coefficient of sliding friction value of 0.55 may be used for cast-in-place concrete footings founded on NYSDOT Number 2 stone that overlies the native soils.

#### 7.4 Frost Protection

Shallow foundations requiring frost protection should be founded a minimum of 5 feet below final exterior grade.

#### 7.5 Seismic Considerations

Based on the average field standard penetration test results and subsurface soil conditions, a seismic site classification of C has been determined for the project.

#### 7.6 Backfill and Compaction Recommendations

Select on-site, native soils may be utilized as backfill, provided all organics and oversize material (particles larger than 4 inches in diameter) are removed and the material can be properly moisture conditioned. The excavations should be backfilled with Common Fill below the water level in the brook. Rip-rap and/or geotextiles should be placed on the backfill slopes to provide erosion protection.

All controlled fill and backfill should be placed and compacted in lifts not exceeding eight inches in loose thickness, at a moisture content of  $\pm 2\%$  of the Optimum Moisture Content, and to densities in excess of 95%, as determined by ASTM D1557, or as directed by the Geotechnical Engineer.

Compaction should be performed with vibratory rollers unless there is concern for damage to adjacent structures or underground utilities.

**Common Fill** should be relatively impervious, exhibiting a coefficient of permeability in the range of  $1 \times 10^{-3}$  to  $1 \times 10^{-5}$  cm/sec. The Common Fill should conform to the following gradation:

Sieve Size	*Percent Passing
3"	100
1/4"	35 - 70
#200	15 - 30

\*Other material gradations may be acceptable for common fill.

**Granular Fill** should consist of a clean, screened, crushed, or bank-run gravel conforming to the following gradation:

Sieve Size	Percent Passing
4"	100
1/4"	35-65
#200	0-10

The empirical soil parameters presented in the following table may be used for the following backfill materials.

**Table of Soil Properties**

Soil Property	Common Fill	On-site Sand	Granular Fill
Angle of Internal Friction (°)	28	30	32
Active Earth Coefficient ( $K_a$ )*	0.36	0.33	0.31
At Rest Earth Coefficient ( $K_o$ )*	0.53	0.50	0.47
Passive Earth Coefficient ( $K_p$ )*	2.77	3.00	3.25
Moist Unit Weight (pcf)	120-130	125-135	130-140

\*The Rankine earth pressure coefficients (ultimate values) are for level backfill placed in a fully drained condition.

## 7.7 Dewatering

The contractor should anticipate that groundwater may be encountered in shallow foundation and utility excavations, especially during wetter periods of the year. Excavations may extend below groundwater and brook water levels.

It will be the contractor's responsibility to maintain adequate water control at all times. Project specifications should clearly indicate that standing water, and/or saturated, unstable soil conditions will not be tolerated in areas to receive foundations or utilities. The project specifications should state that the contractor will not be reimbursed for extras related to the control of water.

All dewatering activities should comply with New York State Department of Environmental Conservation (NYSDEC) storm water discharge requirements and/or local regulations for construction.

## 7.8 Testing and Inspection

The final site grading and foundation plans and project specifications should be reviewed by ATL, as the Geotechnical Engineer of Record, to verify that there has not been a misinterpretation of this report and/or ATL's understanding of the project.

We recommend that ATL, as the Geotechnical Engineer of Record, be retained to perform applicable monitoring and inspection activities during site earthwork and foundation installations. An ATL geotechnical representative familiar with the findings and recommendations of this report will be able to assess the subsurface conditions encountered during construction, provide necessary remedial recommendations, and verify that adequate bearing capacities and proper foundation installation requirements are achieved.

All foundation construction and backfilling should be monitored and tested by an Independent Testing Agency, conforming to ASTM E-329, "Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection." ATL conforms to ASTM E-329 and can be retained to perform required construction phase monitoring and testing services, including applicable Special Inspections and Structural Tests in accordance with the Building Code of New York State.

## 8.0 LIMITATIONS

The subsurface investigation logs and this report in its entirety should be provided to the contractors for information and interpretation. The subsurface investigation logs may not be representative of the entire site subsurface condition, but only what was encountered at the individual test location at the time of the investigation. The subsurface soil, bedrock, and groundwater conditions may be different from those described on the subsurface investigation logs and summarized in this report.

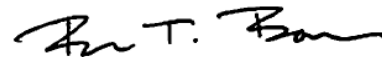
This report was prepared to present the findings of our subsurface investigation and engineering evaluation, and to outline concepts to be utilized in foundation design and construction. These concepts may require alterations to meet the specific design and economic considerations for this project.

Prepared by:



Adam J. Schneider, P.E.  
Senior Engineer

Reviewed by:



Brian T. Barnes, PE  
Senior Engineer

***APPENDIX A***  
***SITE LOCATION PLAN***





North

## Site Location Map

Drawn by:  
N. Morehouse

Scale:  
Not to scale

Project No.:  
CD10994

Date:  
March 2025

**Proposed Culvert Replacement  
Grove Road over Green Street Brook  
Jay, New York**



## **ATLANTIC TESTING LABORATORIES, Limited**

Albany, NY  
Canton, NY  
Poughkeepsie, NY  
Utica, NY

Binghamton, NY  
Elmira, NY  
Syracuse, NY  
Watertown, NY

Buffalo, NY  
Plattsburgh, NY  
Rochester, NY

***APPENDIX B***  
***BORING LOCATION PLAN***





## Boring Location Plan

Drawn by:  
NM

Scale:  
Not to scale

Project No.:  
CD10994

Date:  
May 2025

**Proposed Culvert Replacement  
Grove Road over Green Street Brook  
Jay, New York**



## ATLANTIC TESTING LABORATORIES, Limited

Albany, NY  
Canton, NY  
Poughkeepsie, NY  
Utica, NY

Binghamton, NY  
Elmira, NY  
Syracuse, NY  
Watertown, NY

Buffalo, NY  
Plattsburgh, NY  
Rochester, NY

CD-05

pdrive:Forms\CD-Subsurface\Boring Location Plan rev 2: 2-22-.22

***APPENDIX C***  
***SUBSURFACE INVESTIGATION LOGS***

# ATLANTIC TESTING LABORATORIES, Limited

## Subsurface Investigation

Client: H&T Engineering PLLC  
 Project: Subsurface Investigation  
Culvert Replacement Grove Rd over Green St. Brook  
Jay, New York

Report No.: CD10994E-01-04-25  
 Boring Location: See Boring Location Plan

Boring No.: B-1 Sheet 1 of 2  
 Coordinates \_\_\_\_\_ Sampler Hammer \_\_\_\_\_  
 Latitude \_\_\_\_\_ Weight: 140 lbs.  
 Longitude \_\_\_\_\_ Fall: 30 in.  
 Hammer Type: Automatic  
 Ground Elev.: \_\_\_\_\_ Boring Advance By: \_\_\_\_\_  
HW (4") Casing

Start Date: 3/14/2025 Finish Date: 3/14/2025  
 Groundwater Observations  
 Date Time Depth Casing  
3/14/2025 \_\_\_\_\_ 2.0' 39.0'  
3/14/2025 \_\_\_\_\_ 1.8' CAVED  
 \_\_\_\_\_  
 \_\_\_\_\_  
Borehole caved at 10.0 feet.

DEPTH	METHOD OF ADVANCE	SAMPLE NO.	DEPTH OF SAMPLE		SAMPLE TYPE	BLOWS ON SAMPLER PER 6" 2" O.D. SAMPLER	DEPTH OF CHANGE	CLASSIFICATION OF MATERIAL  f - fine m - medium c - coarse  and - 35-50% some - 20-35% little - 10-20% trace - 0-10%	Recovery (Inches)
			From	To					
1	C A S I N G	1	0.5	2.0	SS	13 30 45 34	0.5	6" ASPHALT PAVEMENT	10
2		2	2.0	4.0	SS	11 27 32 40		Brown cmf SAND; trace f Gravel; trace Silt (moist, non-plastic) Similar Soil (wet, non-plastic) w = 15.8%	8
3									
4		3	4.0	6.0	SS	15 15 15 11		NO RECOVERY - COBBLES in shoe	0
5									
6		4	6.0	8.0	SS	20 13 16 14		NO RECOVERY	0
7									
8		5	8.0	10.0	SS	15 10 11 9	8.0		
9								Brown cmf SAND; trace Silt; trace f Gravel (saturated, non-plastic) w = 14.8%	10
10		6	10.0	12.0	SS	7 7 6 7		Similar Soil (wet, non-plastic) w = 16.5%	12
11									
12							13.0		
13									
14		7	14.0	16.0	SS	4 1 1 1		Brown Clayey SILT; trace f Gravel; trace cmf Sand (wet, slight plasticity) w = 30.5%	16
15									
16									
17							17.0		
18									
19		8	19.0	21.0	SS	3 5 5 7		Brown cmf SAND; trace f Gravel; trace Silt (saturated, non-plastic) w = 16.8%	16
20									
21									
22									
23									
24		9	24.0	26.0	SS	7 13 8 9		Similar Soil (saturated, non-plastic)	18
25									

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

Drillers: Brad Perry; Justin Hargett  
 Inspector: \_\_\_\_\_

ATL-LOG1 LL CD10994 H&T ENGINEERING - JAY.GPJ ATL4-08.GDT 4/29/25

# ATLANTIC TESTING LABORATORIES, Limited

## Subsurface Investigation

Boring No.: B-1

Report No.: CD10994E-01-04-25

Sheet 2 of 2

DEPTH	METHOD OF ADVANCE	SAMPLE NO.	DEPTH OF SAMPLE		SAMPLE TYPE	BLOWS ON SAMPLER PER 6" 2" O.D. SAMPLER	DEPTH OF CHANGE	CLASSIFICATION OF MATERIAL	RECOVERY (inches)
			From	To					
26									
27							27.0		
28									
29		10	29.0	29.2	SS	50/2"	29.2	Similar Soil (wet, non-plastic)	2
30	NX POCKET E (WET)		30.0	34.0	NX	RUN 1		Blackish-Grey GNEISS with QUARTZ speckles throughout 45" or 94% Recovery 2 Pieces (42") - 6.7% Chips and Fragments 2 Pieces longer than 4" (42") - RQD = 88%	45
31									
32									
33									
34							34.0		
35									
36								Boring terminated at 34.0 feet.	
37									
38								Notes:	
39								1. Borehole backfilled with on-site soils and patched at the surface with asphalt cold patch.	
40									
41									
42									
43									
44									
45									
46									
47									
48									
49									
50									
51									
52									
53									
54									
55									
56									
57									
58									
59									
60									
61									
62									

# ATLANTIC TESTING LABORATORIES, Limited

## Subsurface Investigation

Client: H&T Engineering PLLC  
 Project: Subsurface Investigation  
Culvert Replacement Grove Rd over Green St. Brook  
Jay, New York

Report No.: CD10994E-01-04-25  
 Boring Location: See Boring Location Plan

Boring No.: B-2 Sheet 1 of 1

Start Date: 3/14/2025 Finish Date: 3/14/2025

Coordinates  
 Latitude \_\_\_\_\_  
 Longitude \_\_\_\_\_

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

Groundwater Observations			
Date	Time	Depth	Casing
<u>3/14/2025</u>		<u>4.0'</u>	<u>22.0'</u>
<u>3/14/2025</u>		<u>3.8'</u>	<u>CAVED</u>

Ground Elev.: \_\_\_\_\_ Boring Advance By: Borehole caved at 9.2 feet.  
HW (4") Casing

DEPTH	METHOD OF ADVANCE	SAMPLE NO.	DEPTH OF SAMPLE		SAMPLE TYPE	BLOWS ON SAMPLER PER 6" 2" O.D. SAMPLER	DEPTH OF CHANGE	CLASSIFICATION OF MATERIAL  f - fine m - medium c - coarse  and - 35-50% some - 20-35% little - 10-20% trace - 0-10%	Recovery (Inches)
			From	To					
1	C A S I N G	1	0.5	2.0	SS	28 34 28 16	0.5	6" ASPHALT PAVEMENT	14
2		2	2.0	4.0	SS	18 18 22 25		Brown cmf SAND; trace f Gravel; trace Silt (wet, non-plastic) Similar Soil (wet, non-plastic) w = 15.3%	16
3									
4		3	4.0	6.0	SS	14 12 7 7	4.0	Brown cmf SAND; trace cf Gravel; trace Silt (wet, non-plastic) w = 25.3%	12
5									
6		4	6.0	8.0	SS	8 2 3 3		Brown mf SAND; trace Silt (wet, non-plastic) w = 93.5%	10
7									
8		5	8.0	10.0	SS	WH 3 9 17		Brown cmf SAND; trace f Gravel; trace Silt (wet, non-plastic) w = 16.3%	10
9									
10		6	10.0	12.0	SS	16 11 9 8		Brown cmf SAND; little cf Gravel; little Silt (wet, non-plastic) w = 12.3%	14
11									
12									
13									
14		7	14.0	16.0	SS	8 6 9 9		Brown cf GRAVEL; little cmf Sand; trace Silt (wet, non-plastic)	2
15									
16									
17							17.0		
18									
19		8	19.0	21.0	SS	14 15 12 24		Brown cmf SAND; trace f Gravel; trace Silt (saturated, non-plastic)	12
20									
21							21.0	Boring terminated at 21.0 feet.	
22									
23								Notes: 1. Borehole backfilled with on-site soils and patched at the surface with asphalt cold patch.	
24									
25									

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

Drillers: Brad Perry; Justin Hargett  
 Inspector: \_\_\_\_\_

ATL-LOG1 LL CD10994 H&T ENGINEERING - JAY.GPJ ATL4-08.GDT 4/29/25

***APPENDIX D***  
***LABORATORY TEST REPORTS***





# ATLANTIC TESTING LABORATORIES

WBE certified company

**LABORATORY DETERMINATION OF MOISTURE CONTENT OF SOILS**  
**ASTM D 2216**

**PROJECT INFORMATION**

**Client:** H&T Engineers, PLLC  
**Project:** Culvert Replacement Grove Rd over Green St Brook

**ATL Report No.:** CD10994CSL-01-03-25  
**Report Date:** April 11, 2025  
**Date Received:** March 24, 2025

**TEST DATA**

Boring No.	Sample No.	Depth (ft)	Moisture Content (%)
B-1	S - 2 <sup>1</sup>	2.0 - 4.0	15.8
	S - 5 <sup>1</sup>	8.0 - 10.0	14.8
	S - 6 <sup>1</sup>	10.0 - 12.0	16.5
	S - 7 <sup>1</sup>	14.0 - 16.0	30.5
	S - 8 <sup>1</sup>	19.0 - 21.0	16.8
B-2	S - 2 <sup>1</sup>	2.0 - 4.0	15.3
	S - 3 <sup>1</sup>	4.0 - 6.0	25.3
	S - 4 <sup>1</sup>	6.0 - 8.0	93.5
	S - 5 <sup>1</sup>	8.0 - 10.0	16.3
	S - 6 <sup>1</sup>	10.0 - 12.0	12.3

**REMARKS**

1. Sample mass was less than the minimum mass outlined in the referenced test method.

Reviewed By:

Date: 4/11/2025



# ATLANTIC TESTING LABORATORIES

## Particle Size Distribution Report

ASTM D 422

Project: Culvert Replacement Grove Road over Green Street Brook

Report No.: CD10994CSL-01-03-25

Client: H&T Enginners, PLLC

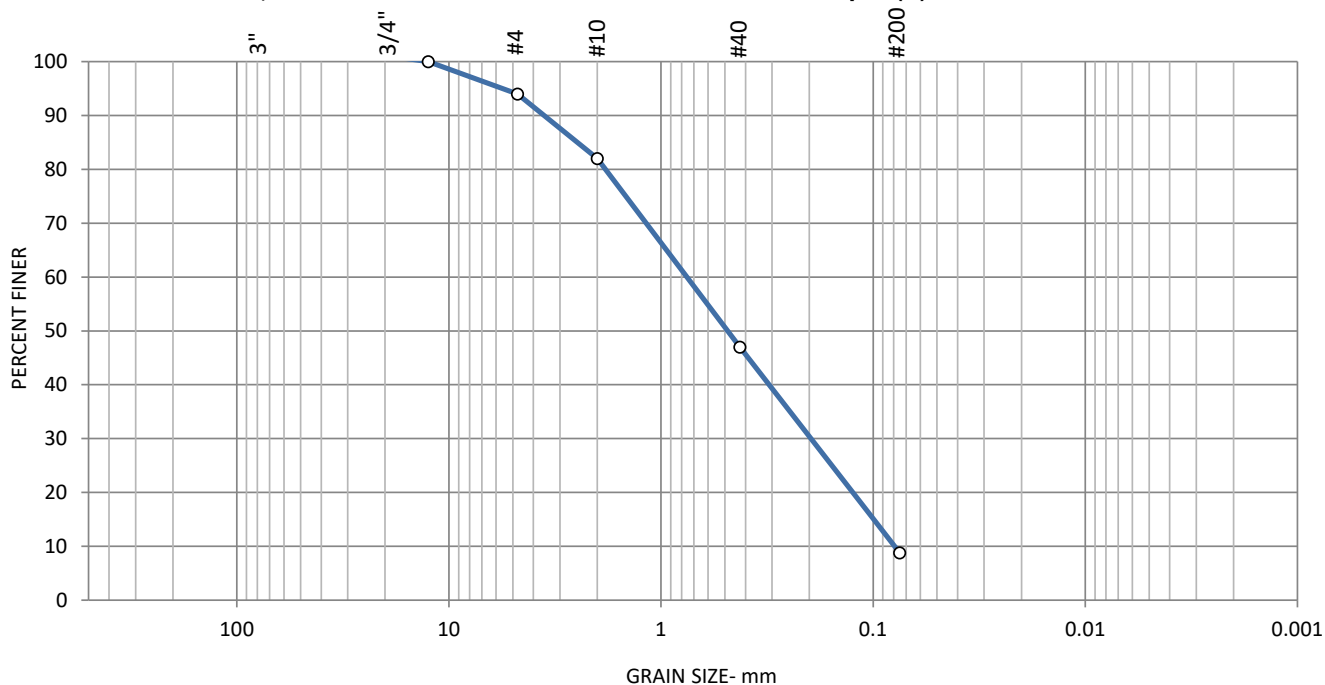
Test Date: 3/31/2025

Sample No: B-1 S-5

Location: In-place

Source of Sample: Boring Sample

Elev./Depth (ft): 8-10'



% Cobbles	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
		6	12	35	38		

SIEVE SIZE	PERCENT FINER	SPEC. PERCENT	OUT OF SPEC.
4"			
3"			
2"			
1"			
3/4"			
1/2"	100		
#4	94		
#10	82		
#40	47		
#200	9		

### Soil Description

Brown cmf SAND; trace Silt; trace f Gravel

Moisture Content = 14.8%

### Atterburg Limits

PL=

LL=

PI=

### Coefficients

D<sub>60</sub>= 0.693

D<sub>30</sub>= 0.116

D<sub>10</sub>= 0.077

C<sub>u</sub>= 9

C<sub>c</sub>= 0.252

### Classification

USCS=

AASHTO=

### Remarks

ATLANTIC TESTING LABORATORIES, LIMITED

Reviewed by:

Date: 4/11/2025



# ATLANTIC TESTING LABORATORIES

## Particle Size Distribution Report

ASTM D 422

**Project:** Culvert Replacement Grove Road over Green Street Brook

**Report No.:** CD10994CSL-01-03-25

**Client:** H&T Enginners, PLLC

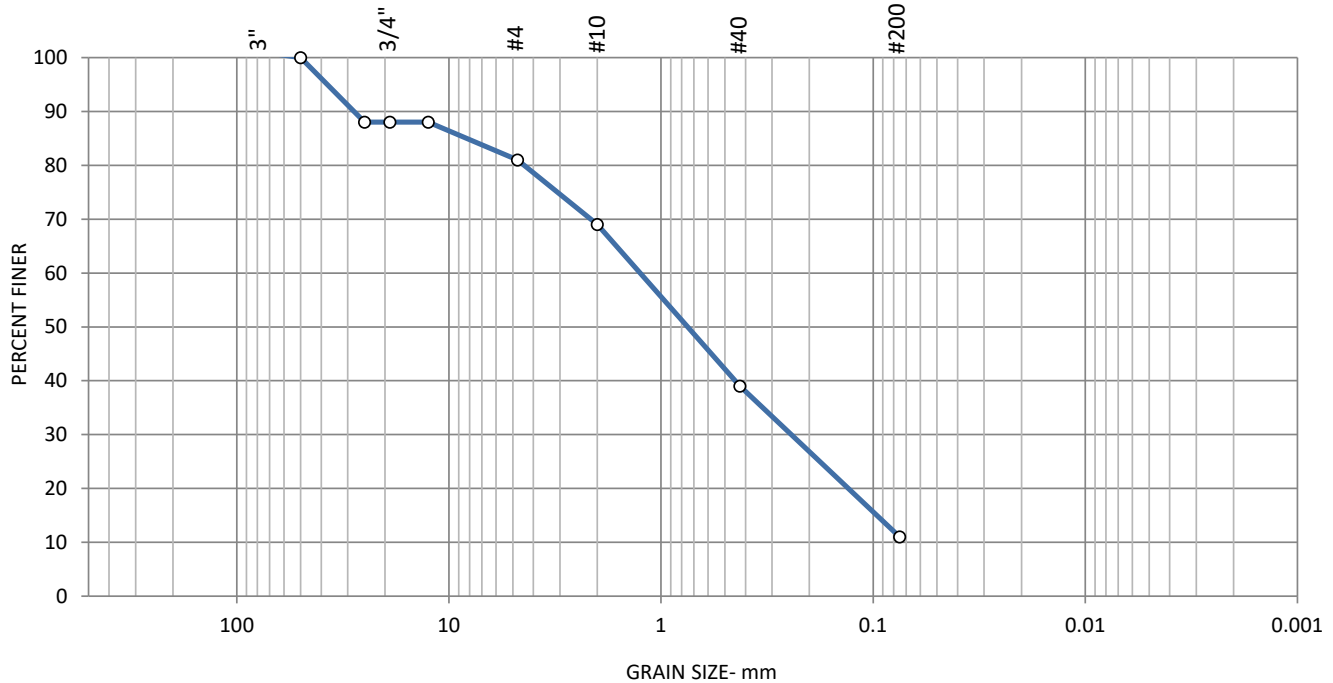
**Test Date:** 3/31/2025

**Sample No:** B-2 S-6

**Source of Sample:** Boring Sample

**Location:** In-place

**Elev./Depth (ft):** 10-12'



% Cobbles	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
	12	7	12	30	28		

SIEVE SIZE	PERCENT FINER	SPEC. PERCENT	OUT OF SPEC.
4"			
3"			
2"	100		
1"	88		
3/4"	88		
1/2"	88		
#4	81		
#10	69		
#40	39		
#200	11		

### Soil Description

Brown cmf SAND; little of Gravel; little Silt

**Moisture Content = 12.3%**

### Atterburg Limits

PL=

LL=

PI=

### Coefficients

$D_{60} = 0.775$

$D_{30} = 0.127$

$D_{10} =$

$C_u = NA$

$C_c = NA$

### Classification

USCS=

AASHTO=

### Remarks

ATLANTIC TESTING LABORATORIES, LIMITED

Reviewed by:

Date: 4/11/2025

## **Appendix B**

### **Environmental Permits**

**(Permits Pending)**

**Appendix D**  
**Standard Clauses for**  
**Town Contracts**

## **APPENDIX D - STANDARD CLAUSES FOR TOWN CONTRACTS**

### **1. Independent Contractor Status**

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

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

### **2. Contractor To Comply With Laws/Regulations**

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

### **3. Licenses, Permits, Etc.**

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

### **4. Termination**

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

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

### **5. Defense & Indemnification**

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

Contractor in all agreements between Contractor and its subcontractors and subcontractors will indemnify and hold harmless the Town pursuant to its terms.

6. **Discrimination Prohibited**

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

7. **Non-Discrimination In Employment**

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

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

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

8. **Damage/Injury To Persons & Property**

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

9. **Records**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter collectively "the Records") in accordance with the following requirements:

- (a) the Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter;
- (b) the Town Auditor, State Comptroller, the Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York, or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

The Town shall take reasonable steps to protect from public disclosure any of the records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate Town official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified and designation of said records as exempt under the statute is reasonable. Nothing



contained herein shall diminish, or in any way adversely affect, the Town's right to discovery in any pending or future litigation.

10. **Claims For Payment**

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

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

11. **Consent**

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

12. **Executory Clause**

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

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

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof:

- (a) neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said

- statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department; and
- (b) the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

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

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

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

15. **Disputes**

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

16. **Non-Assignment**

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

17. **No Collusion**

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

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

18. **International Boycott**

In accordance with Section 220-f of the Labor Law, if this contract exceeds \$5,000.00, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation, has participated, is participating, or shall participate in an International boycott in violation of the federal Export Administration Act of 1979, or regulations thereunder. If such contractor, or any of the aforesaid affiliates of Contractor, is convicted, or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Town Supervisor within five (5) business days of such conviction, determination or disposition of appeal.

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

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

20. **Contractor Defined**

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

21. **Amendment**

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

22. **Ownership Of Work Products**

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

23. **Executive Order Debarment/Suspension**

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

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

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

- (a) **Definitions.** The terms used, but not otherwise defined, in this Agreement shall have the same meaning as given such terms in 45 CFR §160.103 and §164.501, as the same may be amended from time to time, including but not limited to the following.
- (1) "Business Associate" shall mean the Contractor, its officers, employees, agents and subcontractors.
  - (2) "Covered Entity" shall mean the Town of \_\_\_\_\_ (the "Town"), its departments, agencies, officers and employees.
  - (3) "Individual" shall have the same meaning as given such term in 45 CFR §164.501 and shall also include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
  - (4) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.
  - (5) "Protected Health Information" shall have the same meaning as given such term in 45 CFR §164.501, limited to the information created or received by Contractor from or on behalf of the Town.
  - (6) "Required by law" shall have the same meaning as given such term in 45 CFR §164.501.
  - (7) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

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

Contractor agrees to:

- (1) not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law;
- (2) use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement;
- (3) mitigate, to the extent practicable, any harmful effect that is known, should have been known, and/or discovered to/by Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement;
- (4) report to the Town any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware;
- (5) ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of the Town agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information;
- (6) provide access, at the request of the Town, and in the time and manner designated by the Town or the Secretary, to Protected Health Information in a Designated Record Set, to the Town or, as directed by the Town, to an Individual in order to meet the requirements under 45 CFR §164.524;
- (7) make any amendment(s) to Protected Health Information in a Designated Record Set that the Town directs or agrees to pursuant to 45 CFR §164.526 at the request of the Town or an Individual, and in the time and manner designated by the Town or the Secretary;

- (8) make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, the Town available to the Town, and/or to the Secretary, in a time and manner designated by the Town or by the Secretary, for purposes of the Secretary determining the Town's compliance with the Privacy Rule;
- (9) document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Town to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528;
- (10) provide to the Town or an Individual, in time and manner designated by the Town or the Secretary, information collected in accordance with the above subparagraph (b)(9) of this Agreement, to permit the Town to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

(c) Permitted Uses and Disclosures by Contractor.

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

- (1) solely for the purposes of performing Contractor's obligations under this Agreement, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by the Town or the minimum necessary policies and procedures of the Town; or
- (2) provided that such use or disclosures are required by law; or
- (3) Contractor
  - (A) obtains written authorization(s) from the individual to which the information pertains permitting the specific uses or disclosures of such information to third persons,
  - (B) represents and agrees in writing with such individual that the information to be used and/or disclosed will remain confidential and used or further disclosed only as required by law or for the purposes specified in the written authorization(s), and
  - (C) such third persons agree in writing to notify the Town as soon as practicable and in writing of any instances of which such third person(s) is/are aware in which the confidentiality of the information has been breached; or
- (4) provide Data Aggregation services to the Town as permitted by 42 CFR §164.504(e)(2)(i)(B); or
- (5) report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

(d) Town To Inform Contractor of Privacy Practices and Restrictions.

The Town agrees to notify the Contractor of any

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

has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Contractor's use or disclosure of Protected Health Information.

(e) Permissible Requests by Town.

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

(f) Survival of Provisions.

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

(g) Return or Destruction of Protected Health Information.

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

In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the Town notification of the conditions that make return or destruction infeasible. Upon determination by the Town that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

(h) Termination for Cause.

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

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

(i) Miscellaneous.

- (1) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Town to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

- (3) Survival. The respective rights and obligations of Contractor under this paragraph 24 of this Agreement shall survive the termination of this Agreement.
- (4) Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Town to comply with the Privacy Rule.

25. **Severability**

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

26. **Entire Agreement**

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

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

**Excluded/Debarred Party Clause**

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

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

If Vendor/Contractor is an Employment Agency, the Vendor/Contractor represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program.

- The Vendor/Contractor further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors against:
- The General Services Administration's Federal Excluded Party List System (or any successor system,
- The United States Department of Health and Human Services' Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list,

The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities.

In the event an excluded party is discovered the Vendor/Contractor will notify the County in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Vendor/Contractor, the County reserves the right to immediately cease contracting with the Vendor/Contractor.

28. **Cooperative Purchasing (Piggybacking)**

Pursuant to General Municipal Law §103 and County Law §408-a, any political sub-

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

Purchases under this contract by any other political sub-division other than the Town shall be pursuant to the terms and conditions of Resolution No. \_\_\_\_ of 20\_\_ dated \_\_\_\_\_, 20\_\_.

29. **New York State Sexual Harassment Laws**

Contractor certifies as to its self or its own organization, under penalty of perjury, that Contractor has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found here:  
<https://www.ny.gov/programs/combating-sexual-harassment-workplace>.