

Southern Tier Network

Date: June 13, 2022

INVITATION TO BID

Open Access Fiber Optic Diversity Network Construction
Economic Develop Administration (EDA) Investment No. 01-01-14922
(Also funded by the Appalachian Regional Commission and NYS Empire State Development)

Southern Tier Network, Inc.
(A NYS Local Development Corporation, Not-For-Profit, 501(c)(3) Organization
C/o Steven Manning, CEO
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Suite 310

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General Requirements Section 01020 May 26, 2022

GENERAL REQUIREMENTS

PART 1 – SUMMARY OF WORK

1.01 DESCRIPTION OF PROJECT

The Southern Tier Network, Inc. (herein STN) is a not-for-profit, 501 (c) (3) Local Development Corporation (LDC) which owns and operates a 550+ mile Open Access Dark Fiber Network in the counties of Steuben, Schuyler, Chemung, Yates, Allegany, Tompkins, Tioga, and Broome Counties, New York. The STN has contracted with Empire Access for Design Consulting, Engineering, Construction Administrator, and Operations Administrator. The STN network has been in operation since 2012 with additional backbone sections added since original construction.

STN wishes to establish an exclusive contract with the selected contractor for construction services to build approximately eighty-three miles of dark fiber network with ~ 9 distinct network segments passing through six counties. This network will provide STN with network diversity for their existing open access network. STN was awarded Economic Development Administrator (EDA), Appalachian Regional Commission (ARC), and NYS Empire State Development grant funding for the purpose of constructing diverse fiber optic network paths connecting to the existing ~530 mile STN open access fiber optic network.

This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program. Empire Access has been hired to assist with the design, engineering, construction management, and administration of the EDA grant.

Any contracts awarded in connection with this RFP will include the following clause on liquidated damages:

"In addition to, and without prejudice to any of the other rights and remedies of STN including, but not limited to, those set out in the following sections of the request for proposal, if the Contractor fails to General Requirements in accordance with the time schedule set out in the Contract, or if STN determines that the Services or Deliverables do not conform to the requirements of the Contract in the sole judgment of STN, STN may claim liquidated damages from the Contractor and, at STN's option, the Contractor will pay such liquidated damages to STN or STN will deduct such liquidated damages from the Contractor's invoice(s). Such liquidated damages will be calculated as follows: one half of one per cent (0.5%) of the Contract Fee for each day of delay by reason of the delayed Services and Deliverables for each day of delay, or in the case of a Fee calculated on a time-based rate, one half of one percent (0.5%) of the time-based rate for all the Contractor Personnel required to provide the relevant Services or Deliverables, until performance of conforming Services or delivery of conforming Deliverables, up to a maximum of ten per cent (10%) of the value of the Contract. The payment or deduction of such liquidated damages will not relieve the Contractor from any of its other obligations or liabilities pursuant to the Contract."

Construction:

- 1. Aerial and underground fiber optic construction will be required along with splicing and testing. It's possible that some construction of building entrances, limited inside wiring, mounting of racks and termination panels may be required.
- 2. STN will be looking to work with the contractor to set reasonable mutually agreeable timelines. STN will be looking for the contractor to work closely with STN & Empire Access to ensure that

required milestones are successfully met.

3. Any new fiber optic cable will be placed (aerial and underground) within existing state, county or local Rights-of-Way (ROW). Some new segments could potentially be constructed off ROW within utility easements. Underground construction will be used where poles are either too congested or don't exist. Underground construction will also be employed for highway, railroad and/or river crossings where pole lines don't exist. The STN will secure all required pole attachment agreements and conduit occupancy agreements from existing utilities for any new fiber builds.

For aerial construction, both strand and lash will be specified, along with overlash of existing strand. For most fiber optic connections, the aerial fiber optic cable will be placed on poles at the top of the communications zone, and a minimum of forty inches (40") below the lowest electric per the National Electric Safety Code (NESC).

Types of new construction includes:

- a. new aerial fiber cable placed on existing pole lines within the communications zone,
- b. new underground conduit and fiber cable, and
- c. new fiber cable placed in existing conduit or strand.
- d. Splicing and testing
- 4. The fiber optic cable and pathway will be owned, operated, and maintained by the STN. It will be expected that the contractor will provide STN and/or Empire Access with weekly installation schedule updates.
- 5. Respondents will be asked to submit unit prices for aerial fiber optic cable placed in the communications zone as well new underground conduit and existing underground conduit. Please note that there are unit prices for 'place' only, where STN may provide the materials. The existing STN fiber optic infrastructure is exclusively Corning Inc. fiber optic cable. All new construction associated with this job will use Corning Inc. fiber optic cable. STN will purchase and provide the Corning Inc. fiber optic cable for this new construction. The selected Contractor is responsible to purchase and provide all other materials required for this new construction.
- 6. Project construction should start within 30 days once the contract has been executed and final project completion must be finished before December 23, 2024, within 871 calendar days from the construction start date August 5, 2022.
- 7. Consistent with Executive Order 13858, "Strengthening Buy-American Preferences for Infrastructure Projects," the Contractor is encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or sub-award that is chargeable under this Award.

1.02 KEY EVENTS/DATES

RFP Issue Date: June 13, 2022

Inquiries submitted by: June 22, 2022 at 4:00PM EST

Technical Inquiries regarding the bid should be directed in writing to the following:

Brendan Wagner, Special Projects Coordinator

Empire Access

34 S Main Street

Prattsburgh, New York 14873

Phone: 607-483-8447

Email: Brendan.Wagner@empireaccess.com

Administrative/Business Inquiries regarding the bid should be directed in writing to:

Steve Manning, CEO

8 Denison Parkway East, Suite 310

Corning, New York 14830 Office: (607) 962-5092

Cell: (607) 738-1284 Fax: (607) 962-3400

smanning@southerntiernetwork.org

All inquiries should be submitted in writing and/or e-mail, citing the particular section and paragraph number of this document. All inquiries shall be submitted and received by June 22, 2022 at 4:00PM EST. Bidders should note that all clarifications relating to the bid process are to be resolved prior to the submission of a bid.

Response to Inquiries: June 29, 2022

Answers to all questions of a substantive nature will be given to all Bidders in the form of a formal addendum, which will be annexed to and made a part of this bid to the same extent as though it had been originally included therein.

RFP Submission Deadline: July 8, 2022 at 4:00PM EST

1.03 DELIVERY AND RECEIPT OF BIDS

Two complete sets of bids and all supporting material shall be delivered no later than, July 8, 2022 at 4:00PM EST to:

Steven Manning, CEO Southern Tier Network, Inc. 8 Dennison Parkway East Suite 310

Corning, NY 14830

Any bid may be withdrawn prior to the above scheduled time. Any bid received subsequent to the date and time specified will not be considered.

1.04 PRE-BID CONFERENCE AND SITE VISIT

A pre-bid conference will NOT be held for this RFP.

1.05 INTERPRETATION AND ADDENDA

Interpretation of this document shall be the responsibility of the STN and their representatives. All questions regarding the meaning and intent of this Invitation to Bid shall be addressed to Steve Manning, Southern Tier Network . Answers to all questions will be in the form of written email and will be provided to all prospective bidders. Interpretations, corrections or changes made in any other manner will not be binding. Upon mailing, any addendum will become part of these specifications to the same extent as though originally included herein and will become binding upon all Bidders.

1.06 AWARD

Decision on award of successful bid(s) is expected by 7/22/2022 Project work shall commence promptly upon selection of Contractor(s), receipt of fiber optic cable, and execution of an agreement with the STN.

Qualifiers can also be submitted with the bids in cover letter form. Examples of qualifiers are:

- 1. number of crews available,
- 2. types of equipment to perform underground and aerial construction that are owned by the Contractor,
- 3. Corning Network of Preferred Installers membership, and
- 4. Contractor certification with utility companies (Verizon, National Grid, NYSEG, etc.).

The technical specifications reference the NYS DOT specification, Steuben, Schuyler, Chemung, Yates, , Tioga, Tompkins, and County DOT's specification, and the "Manual of Uniform Traffic Control Devices." Contractors shall comply with the most recent version of each. The cost of maintenance and protection of traffic is inclusive in all bid items and will not be paid as a separate item.

1.07 UNIT PRICES

This bid includes unit prices for multiple items required to construct the fiber optic network, unit prices will be used for example, in calculating change orders. Bid shall include the total price for construction of the entire Project. Bid tabulations will be evaluated and determined at the sole discretion of the STN and will be awarded based on lowest qualified price and best completion timeframe. Unit prices are a submittal requirement.

There is no mobilization item in the unit prices. Mobilization and demobilization shall be inclusive in all unit price pay items and will not be paid as a separate item.

There is no unit price for Maintenance and Protection of Traffic (MPOT). The technical specifications reference the NYS DOT specification, Steuben, Schuyler, Chemung, Yates, Tioga, Tompkins, and County DOT's specification, and the "Manual of Uniform Traffic Control Devices." Contractors shall comply with the most recent version of each. The cost of maintenance and protection of traffic is inclusive in all bid items and will not be paid as a separate item.

1.08 PERMITS

The STN will obtain all agreements related to pole attachments, conduit occupancy, or easements required

to permanently place the fiber optic cable and all related pathway facilities. The STN shall prepare and submit all applications for permits associated with construction of the project. Supporting documents and drawings will be provided by Empire Access. All permit costs will be the responsibility of STN.

1.09 CONTRACT SUMMARY OF WORK

- A. Construct the Work under this Contract, based on the agreed upon Construction Price / Unit Price in the Bid Form.
- B. The following notes are integral to the Contract:
 - 1. All Bidders are herein notified to review all information in the Invitation to Bid.
 - 2. The Contractor is required to prepare and submit for approval a site-specific safety plan. The Contractor is also required to implement and maintain a project specific safety program. The Contractor shall submit their safety program to the Construction Administrator for approval, prior to the start of the Work of the Contract..
 - 3. The Contractor, before installation of any materials, shall examine the materials which are to be applied and shall notify the Construction Administrator, Empire Access, in writing of all defects which would affect the quality and appearance of the Work applied in place.
 - 4. The Contractor shall provide all de-watering temporary shoring, bracing, supports, or protection systems needed to complete the Work of their Contract. The Contractor is responsible, individually, and collectively, for maintaining safe working conditions and procedures at all times. In addition, they must protect all Owner facilities, personnel, and activity areas. The Contractor is responsible for de-watering and erosion control, if required by permit.
 - 5. Selected Contractor will be required to have and maintain an active SAMs registration and must not appear on an excluded parties list, have active exclusions or be subject to debt offset.
 - 6. The Contractor is responsible for the layout and survey of their own work, unless otherwise noted in the Invitation to Bid.
 - 7. The Contractor is responsible for providing adequate manpower as needed throughout the term of the contract to maintain fiber optic connectivity for current active circuits as well as the build out and connection of new circuits.
 - 8. The Contractor is required to clean their work area at the end of each workday. The Contractor shall provide daily debris removal to dumpsters provided by the Contractor.
 - 9. The Contractor performing sub-grade work shall arrange for underground utility stakeout immediately upon issuance of drawing and obtaining appropriate permits. The Contractor shall be responsible for maintaining these stakeout location marks throughout construction. The Contractor shall obtain the services of a professional utility locating company using underground scanning equipment ifnecessary.
 - 10. STN may retain the services of an independent testing laboratory for all special inspections and testing services.
 - 11. The Contractor shall provide, maintain, and remove temporary safety barricades as required to protect open excavations and work as required by OSHA.
 - 12. Dust control shall be the Contractor's responsibility, if required.

- 13. Location of storage trailers, dumpsters, etc. must be approved by Empire Access, the Construction Administrator prior to staging on the project site(s).
- 14. Construction workers shall park in areas designated by Empire Access, Construction Administrator. Onsite parking will be provided to the extent possible, but some walking may be necessary.
- 15. The Contractor is responsible for all material receiving, unloading and hoisting required for its work
- 16. Instructions for the preparation of a monthly payment application will be provided upon award of the Contract.
- 17. Portable toilets shall be provided by the Contractor when required.
- 18. All spoils for site excavation shall be hauled off of the property and legally disposed of by and at contractor's expense.
- 19. The Contractor shall provide full time and on-site supervision from commencement of their work activities until the end of the project. Furnishing items for the job site does not constitute the commencement of work activities. If supervision is reduced or terminated without consent of STN/Empire Access, STN/Empire Access will appoint an individual to manage work under this Contract with all cost borne by the Contractor. The Contractor shall assume all responsibilities for the individual and Work of this Contract.
- 20. Anyone found loitering, pandering or engaging in lewd activities, fighting or other rowdy behavior, using profane language or gestures or otherwise disrupting the smooth and efficient flow of work and or activities on the site, will be removed from the job site and prohibited from future work on this project. Proper attire for each respective job shall be worn at all times. Smoking is not permitted on any public property within the counties where STN operates (school district facilities included), except at designated locations.
- 21. The Contractor is responsible for protection of its own materials and work during installation and until final acceptance. In addition, during the course of work, each Contractor shall provide protection for and be responsible for damage to adjacent work resulting from its operations.
- 22. The Contractor shall provide such post-substantial completion services as may be required to complete the closeout process and provide administration for any warranty items which may arise.
- 23. If the Contractor is tracking construction debris into public streets, private streets, and parking lots, they will be required to sweep and clean as necessary to return to original condition as directed by Empire Access, the Construction Administrator. Failure to comply with this direction shall result in a back charge to the Contractor.

C. Scope of Work per Contract

The work to be performed by the Contractor will include fiber optic network construction services required for construction of the diversity network (EDA Investment No. 01-01-14922). The written specifications contained in this Request for Proposal (RFP) and associated construction design and attachments constitute project specification.

1. Proposals should address the ability of the bidder to comply with the requirements

- contained in the attached EDA Contracting Provisions for Construction Projects (Appendix H).
- 2. The Contractor shall comply with the Requirements for Affirmative Action (EEO) as defined in Appendix G.
- 3. For new lateral builds, the Contractor is responsible for project underground and aerial OSP construction and ISP construction, to include splicing, terminating, testing, and labeling of the fiber optic system with STN labels (forrest green lables attached to fiber optic cable at each pole, identifying STN and emergency call number 855-935-5050).
- 4. The Work included under this specification is considered to be turn-key. The Contractor may furnish all materials (less fiber optic cable), labor, equipment, and supplies, as well as perform all operations necessary to complete the installation of this fiber optic network in compliance with the specifications and drawings.
- 5. The Contractor must comply with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying." Appendix F Lobbying Certification and Restriction Form (CS-512).
- 6. STN's interpretation of the specifications shall be final and binding upon the Contractor.
- 7. Should it appear that there is a discrepancy, real or perceived, between different sections of specifications concerning the nature, quality, or extent of work to be furnished, it shall be assumed that the Contractor has based its proposal on the more expensive manner. STN will have final decision on such matters.
- 8. The Contractor may provide (unless otherwise provided by the STN, fiber optic cable will be provided by STN) and install all required materials to form a complete system, whether specifically addressed in this specification or not.
 - a. Measurements provided are for reference purposes. Contractor is responsible for verifying measurements required for project activity.
- 9. The Contractor is responsible for all employee PPE, UFPO notifications, permits, licenses, safety plans, traffic control, soil erosion, backfill, and restoration work associated with any new lateral builds.
 - a. All necessary safety signage shall be provided by the Contractor.
 - b. The Contractor shall supply, erect, and maintain in good condition a Project sign according to the EDA Construction Site Sign Specifications in Appendix I.
 - c. All traffic control cones and signage shall be provided by the Contractor.
 - d. The Contractor shall provide flaggers for traffic control.
 - e. Restoration shall begin as soon as conduit placing operations are completed in each area, or at the direction and per the specifications of Steuben, Schuyler and Chemung, Tioga, Tompkins, and Yates Counties, the local cities or towns, or the NYS DOT, where applicable.
 - f. Right-of-Way shall be restored to its original or better condition within 24 hours or as soon as practicable following conduit and cable placing operations.
 - g. All restoration shall be at the Contractor's expense.

- 10. The Contractor is required to be proficient in OSHA safety regulations, underground construction (including directional boring), aerial construction, and the installation and testing of complex fiber optic networks.
- 11. The Contractor shall comply with all manufacturer, NEC, NESC, ANSI/TIA, BICSI, and ASTM specifications, standards, recommendations, and instructions when installing and testing the fiber optic network and associated components.
- 12. Tree trimming should be avoided if at all possible, as this is an extremely sensitive area. Consider tree guards where possible. If trimming is unavoidable consult with Empire Access, the Construction Administrator, and/or local town government officials prior to trimming, minimize any approved trimming, and promptly remove trimmings from the area.
- 13. The Contractor shall guarantee that the installation shall be made in accordance with all applicable provisions of OSHA, NESC, Corning SRP, telecommunications industry practices, NEC, local fire and building codes, and FCC rules and regulations.
 - a. Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced unless the Construction Administrator indicates otherwise.
 - b. Refer any requirements that are different but apparently equal to the Construction Administrator for a decision before proceeding.
- 14. The quality of the workmanship for this project shall be subject to inspection by the STN or Empire Access, Construction Administrator, at any time. Should it be found that the quality of workmanship is not satisfactory, or that the requirements of the specifications are not being met, the STN may terminate the Contract and employ an alternative Contractor to fulfill the requirements of the Contract.
 - a. STN/Empire Access will document, in writing, the problem(s) and provide a copy to the Contractor.
 - b. The Contractor will have ten (10) days to repair or resolve the problem.
 - c. Determination that the problem has been resolved shall be at the sole discretion of the STN/Empire Access.
 - d. The existing Contractor shall be liable to the STN for all costs incurred on account thereof.

1.10 SHOP DRAWINGS AND SUBMITTALS

Empire Access will provide all drawings of construction work to be completed to the Contractor.

1.11 AS-BUILTS

- A. For new laterals, upon completion of installation the Contractor is required to provide STN with red-lined as-built drawings (in a mutually agreed-upon electronic format) and courtesy copies of all close-out documents. These must be submitted as a condition of the system acceptance and contractor payment.
- B. The Contractor is responsible to document as-built information and red-lines, including X, Y, and Z location information for any conduit(s) placed and cable sheath footage markings for cables placed. Conduit location and depth information should be taken periodically (100' minimum) along

straight runs and additionally at changes in horizontal or vertical grade, hand hole locations, at foreign utility crossings and at road or railroad crossings. Cable sheath footage markings shall be recorded at cable ends, at the in and out of all hand holes and buildings, and at the start and end of all slack coils. Cable sheath footage markings and cardinal/intercardinal directions shall be recorded for each sheath in splice cases. This as-built information will be recorded on a clean set of Contract drawings and made a part of the project documentation manuals.

C. The Construction Administrator may coordinate with the Contractor to obtain GPS coordinate data of all underground data transport facilities including, but not limited to manholes, hand holes, conduit, inner duct, fiber cable and surface markers. The Contractor shall not backfill or bury any underground facility until Construction Administrator has taken GPS coordinate readings.

1.12 FACILITY REGISTRATION/PROTECTION

All facilities must be registered and protected by the Underground Facilities Protective Organization (UFPO) and identified to other applicable "Call Before You Dig" (Dig Safe NY) services. The awarded contractor is responsible for providing the STN with accurate as-built records of underground construction and the STN will input this information into the UFPO system.

1.13 WARRANTY OF THE FIBER OPTIC FACILITIES

The awarded contractor is expected to warranty all new lateral build materials, labor, installation and workmanship for the first sixty (60) months following acceptance at no cost to the STN. If a fiber or connection fails to perform during this period, the contractor is required to resolve the problem at the contractor's sole expense. The only exception to this requirement is when the fiber cable or service is disrupted by a significant outage not directly attributed to the installation or workmanship. Examples of these exceptions are fiber cuts/breaks caused by another party, failure of the conduit system, or fire. In these cases, the selected contractor may be called and requested to restore service on a Time and Materials (T&M) basis. The preceding maintenance requirements also apply during the first-year warranty period.

1.14 ESCALATION PROCEDURES

The Contractor shall provide an escalation procedure, including contact names and titles, with appropriate time intervals and point(s) of contact for unresolved service problems to Empire Access and STN.

PART 2 – FINANCIALS

2.01 FINANCIAL AND BILLING REQUIREMENTS

- A. Bidders must agree to provide STN with their best available price for the entire project for the duration of the contract. If the selected Contractor provides a lower cost to any other similarly situated customer, STN's charges must be lowered to a matching or lower rate. The Contractor shall provide written detail identifying and comparing such best available price to other pricing that it offers.
- B. Provide a detailed sample monthly invoice with layout and format.
- C. Bidders must identify all state and/or federal surcharges, which will be assessed to STN, and the current formula used to calculate each surcharge and include these charges in quoted one-time

or monthly recurring rates. STN is exempt from federal, state and local taxes and will provide the selected Bidder its federal registration number upon contract award.

D. Bidders must complete the Bid Form provided in full. If an item does not apply to your proposal enter "N/A" for that item.

2.02 PAYMENT

For lateral builds, payment will be made upon the completion of work and approval of Construction Administrator. Contractor is required to provide Construction Administrator all associated/final as-build drawings. Payment will be made upon the Executive Director's approval of the invoice and in accordance with New York State Prompt Payment Legislation. Contractor and the STN representatives will mutually agree to the invoice format. STN and/or Empire Access' (Construction Administrator) representatives will confirm the Contractor's request for payment, including materials stored and installed on-site. Upon confirmation, approved invoices will be submitted to the STN Accountant forpayment. STN will retain ten percent of contract value until final project completion and STN and Empire Access acceptance.

2.03 WAGE RATES

Proposals should address the ability of the bidder to comply with the Davis-Bacon Wage Rate requirements contained in Section 15 of Appendix H & Appendix K. Contractor should provide copies of the completed Davis-Bacon Wage Rate requirement forms.

2.04 PRICE STABILITY

If for any reason, during the term of the contract, the Contractor reduces the pricing for similar services to a similar entity, STN shall receive an equivalent reduction in pricing for the services or products delivered to STN.

2.05 PRICE ESCALATION

The Contractor may not increase pricing quoted in the bid response for the term of the contract.

2.06 FORCE MAJEURE

Neither party will be liable for losses, defaults or damages which result from delays in performing any or all of the obligations or responsibilities imposed upon it in any contract resulting from this Invitation to Bid because of Acts of God, acts of government, earthquakes, floods, or other causes beyond the reasonable control of the party so delayed in, or so unable to perform, provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

2.07 INSURANCES AND INDEMNIFICATION

Required Insurance

A. Contractor and Subcontractor Insurance

Contractor and any/all Subcontractors shall secure and maintain the following coverages, with the insurance limits as specified herein.

1. Workers' compensation insurance including employers' liability and statutory disability

insurance for all persons employed in connection with the Project.

- 2. Commercial general liability insurance covering liability for bodily injury including death, property damage and personal injury with regard to the Project specified in this Agreement. Coverage is to be provided on an occurrence basis and be written via the ISO CG 00 01 04 13 (or equivalent) form. Further, the general liability policy shall contain no exclusions in addition to the standard exclusions contained in the ISOCG 00 01 04 13(or equivalent) form as relates to:
 - a. Contractual Liability
 - b. Pollution
 - c. Bodily Injury
 - d. Property Damage
 - e. Personal Injury
 - f. Explosion, Collapse, Underground Property (XCU)
 - g. Mobile Equipment.
- 3. Business automobile liability insurance for all owned, non-owned, leased, rented and/or hired vehicles insuring against liability for bodily injury including death and for property. Coverage is to be provided via the ISO CA 00 01 10 13 (or equivalent) form.
- 4. Umbrella/Excess liability providing excess coverage above general liability, automobile liability and employers' liability. Coverage is to be afforded on an occurrence basis and not be any more restrictive in coverage than the scheduled underlying policies (general liability, business automobile and employers' liability).
- 5. All-risk property insurance in an amount equal to the cost of replacing materials and equipment to become part of the Work and for Contractor's and Subcontractor's temporary plant and equipment.
- 6. Depending upon the scope of work being performed by Contractor and Subcontractor, it may be necessary to provide additional insurance coverage such as contractor's pollution legal liability or errors & omissions liability. Any need for insurance coverage not listed herein, along with the requirements for the coverage limits, deductibles, and terms, will be made at the sole discretion of STN prior to the execution of this Agreement.
- 7. Should any of the insurance carried by Contractor and Subcontractor contain a deductible or self-insured retention, payment of said deductible or self-insured retention shall be the sole responsibility of Contractor or Subcontractor. In addition, STN shall have the right to request sufficient proof of Contractor's or Subcontractor's ability to meet said deductible or self-insured retention obligation.
- 8. Contractor's and Subcontractor's insurance is to be primary and non-contributory with any insurance carried by STN.
- 9. Contractor's and Subcontractor's insurance including property coverage (covering Contractor's and Subcontractor's property) shall include a waiver of subrogation in favor of the additional insured parties as required herein.
- 10. Contractor's and Subcontractor's insurance shall be provided through valid and enforceable

policies issued by a company or companies which are licensed to issue insurance in the State of New York and having an A.M. Best or S&P rating of "A-" and "VII" or better (or which are otherwise acceptable to STN).

11. Contractor's and Subcontractor's commercial general liability and auto coverage shall designate County of Steuben, County of Schuyler, County of Chemung, County of Yates, County of Tioga, County of Tompkins, Southern Tier Network, Inc., Empire Access, and all other Indemnitees (as applicable), as additional insured. Additional insured status shall be granted via ISO CG 20 26 or CG20 10 (or equivalent) forms. No additional insured endorsement will be accepted which attempts to limit Contractor's or Subcontractor's insurance carrier's responsibility (as outlined in ISO CG 20 26 or CG 20 10) to provide defense and indemnification to STN, and all other Indemnitees (as applicable).

Contractor's or Subcontractor's commercial general liability and auto coverage shall designate STN, and all other Indemnitees (as applicable) as additional insureds with regard to completed operations. Additional insured status shall be granted via ISO CG 20 37 (or equivalent) form. No additional insured endorsement will be accepted which attempts to limit Contractor's or Subcontractor's insurance carrier's responsibility (as outlined in ISO CG 20 37 form) to provide defense and indemnification to STN, and all other Indemnitees (as applicable).

- 12. Contractor and Subcontractor shall maintain all applicable policies of insurance as described herein from the effective date of this Agreement through Final Completion and for the greater of 6 years or applicable statute repose (and thereafter during any period while Contractor and/or any Subcontractor is performing any Work, including any warranty or corrective work or furnishing any services pursuant to the Contract Documents).
- 13. Contractor shall require that all Subcontractors and their invitees carry insurance of the same type, coverage and limits as specified herein unless and except as STN agrees in writing. It shall be the responsibility of the Contractor to secure the same documentation of such coverage as required of Contractor hereunder.
- 14. Each policy of Contractor and Subcontractor's insurance shall contain (whether or not requiring additional premium) an agreement by the insurer that such policy shall not be cancelled or amended, or any coverages reduced, without at least thirty (30) days prior written notice by registered mail to STN at the address specified in this Agreement.
- 15. Prior to the commencement of Work, Contractor and Subcontractor shall deliver to STN certificates of insurance including applicable additional insured endorsement (and copies of the applicable policy if requested by STN) evidencing compliance with the insurance requirements and limits of liability as outlinedherein.

The certificates of insurance must contain the specific number (including edition date) of the general liability form covering Contractor or Subcontractor as well as the additional insured form.

The certificates of insurance must include:

Certificate Holder: Southern Tier Network, Inc.

8 Dennison Parkway East Suite 310

Corning, NY 14830

Additional Insured: County of Steuben

3 East Pultney Square

Bath NY, 14810

County of Schuyler 105 Ninth St. Watkins Glen, NY 14891

County of Chemung 203 Lake Street Elmira, NY 14901

County of Yates 417 Liberty Street Penn Yan, NY 14527

County of Tioga 56 Main Street Owego, NY 13827

County of Tompkins 125 East Court Street – Old Jail Ithaca, NY 14850

Empire Access 34 Main Street Prattsburgh, NY 14873

and all other Indemnitees (as applicable), are included additional insureds with regard to Southern Tier Network. Coverage shall be primary and non-contributory with insurance carried by STN. Further the general liability and workers' compensation policies contain a waiver of subrogation in favor of STN.

Contractor and Subcontractor (and their invitees) will not be granted access to the project site without receipt and review of a valid certificate of insurance.

It is also agreed and understood that Contractor and Subcontractor shall supply replacement certificates of insurance no less than fifteen (15) days prior to renewal of any insurance policy referenced on the certificate and applying to this Agreement.

B. Limits of Liability

By requiring insurance herein, STN does not represent that coverage and limits will necessarily be adequate to protect Contractor or Subcontractor's liability under the indemnities granted to STN in this Agreement nor do the requirements herein limit any liability of the Contractor or Subcontractor to STN. STN will maintain no insurance for the Contractor or Subcontractor including coverage for temporary plant equipment used in connection with or for materials and equipment to become part of the Work prior to their acceptance at the Project Site.

With regard to the insurance policies outlined herein, the below limits shall constitute the minimum limits accepted by STN, and shall pertain specifically to this Project, and shall not be included with

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other projects of Contractor or Subcontractor unless and except as STN agrees in writing. Any limits listed are on a per project basis.

Commercial general liability:

Each Occurrence \$1,000,000

General Aggregate \$2,000,000

Products/Completed Operations Aggregate \$2,000,000

Business automobile:

Combined Single Limit: \$1,000,000

Workers' compensation:

Coverage A (workers' Compensation) Statutory

Coverage B (Employers Liability) \$1,000,000

Excess liability:

Each Occurrence \$10,000,000 General Aggregate \$10,000,000

Should any limits of liability become fully exhausted due to the payment of claims, Contractor and Subcontractor shall procure replacement policies no less than thirty (30 days from the date the limits were deemed exhausted.

In addition, should any insurance carrier affording coverage for the Contractor or Subcontractor fall below the minimum A.M. Best ratings as set forth herein, Contractor and Subcontractor hereby agree to obtain replacement policies with an insurance carrier meeting said financial requirements within thirty (30) days from the date the carrier was deemed unacceptable.

If at any time, Contractor or Subcontractor fails to secure required policies, STN shall have the right but not the obligation to purchase said insurance at Contractor's or Subcontractor's expense.

Indemnification Agreement

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the STN, each County, Empire Access Inc. (if applicable), agents and employees of them from and against liabilities, claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from performance of the Contractor's Work under this Subcontract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by any acts or omissions of the Contractor, the Contractor's Sub-Contractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this agreement.

In claims against any person or entity indemnified under this agreement by an employee of the Contractor, the Contractor's Sub-Contractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor, the Contractor's

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Sub-Contractors under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts.

2.08 BID, PERFORMANCE & PAYMENT BONDS

Contractor shall furnish a Bid Bond in an amount equal to five percent (5%) of the Contract Price, a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Price & a Payment Bond in an amount equal to one hundred percent (100%) of the Contract Price, as security for the faithful performance of all Contractor's obligations under the Agreement. These Bonds shall remain in effect at least one (1) year after the date of final acceptance by STN and final payment, and be executed by such sureties as:

- A. Are licensed to conduct business in the state where the Project is located, and
- B. Are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

All Bonds signed by an agent must be accompanied by a certified copy of the authority to act. All bonds must be acceptable to the STN.

If the surety of any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.1. A, CONTRACTOR shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to STN.

The STN will accept only bonds or notes of the United States of America, New York State, or political subdivisions thereof in lieu of all or part of the cash retainage.

- C. CONTRACTOR shall execute bonds acceptable to the STN as specified herein below:
 - 1. Bid Bond: five percent (5%) of contract price and may be in the form of one (1) or two (2) bonds.
 - 2. Performance Bond: one hundred percent (100%) of contract price and may be in the form of one (1) or two (2) bonds.
 - 3. Payment Bond: one hundred percent (100%) of contract price and may be in the form of one (1) or two (2) bonds.

Form of bonds shall be in accordance with Attached BBI, PBI, & PYBI documents (Appendix D).

CONTRACTOR QUALIFICATIONS

1.01 QUALIFICATIONS OF PROSPECTIVE CONTRACTORS

- A. The Bidders shall submit satisfactory evidence that it has had previous experience and possesses adequate certifications, tools and equipment, financial resources, and organization as herein specified to perform the type, magnitude, and quality of work specified (see Appendix B, "Response Matrix").
- B. The Bidders shall have maintained an organization capable of performing the work hereinafter described, in continuous operation for at least the past three (3) years.
- C. STN recognizes that there may be equally qualified and reliable Bidders who do not meet all of the requirements specifically stated above, but may in fact meet the objectives and criteria intended in some other manner. However, the Bidders shall have the burden of demonstrating to STN's satisfaction that it can in fact perform the work. This shall be in the form of written notarized statements as to the Bidder's experience, references, listing of contracts performed, financial statements, human resources, or ability to respond such that STN can evaluate the Prospective Contractor's ability. All statements made must be able to be independently verifiable by the STN.
- D. STN retains the right to request any additional information pertaining to the Bidder's ability, qualifications, and procedures used to accomplish all work under this contract, as it deems necessary to ensure safe and satisfactory work.

<u>Note</u>: Any Bidder failing to submit in whole or in part the above-notarized statement attesting to its qualifications may result in a rejection of their proposal.

1.02 CLIENT REFERENCES

The bid shall include a customer reference list of at least three (3) similar sized contracts for the successful installation of fiber optic networks, provided over a period of at least two (2) years. Each reference must contain, at a minimum, the following information: company name, address, telephone number, contact person, and the beginning date services were provided to the customer (see Appendix A, "Response Matrix").

1.03 EVIDENCE OF ABILITY AND FINANCIAL SECURITY

Bidders must have an organization which is financially and logistically able to handle a contract to complete the diversity project as defined in this RFP. Bidders must submit to STN with their proposal:

1) information on current or previous contracts of similar nature that is being or was successfully administered by Bidder. For purposes of evaluation, information should include customer names, contract numbers, term of contracts, type of products supplied, dollar value of contracts, total sales of such services/products, customer contacts, (for reference verification) and telephone numbers; 2) a notarized copy of the most recent Consolidated Statement of Income and a Consolidated Balance Sheet arrived at by generally accepted accounting principles (see Appendix A, "Response Matrix").

PROPOSAL EVALUATION

1.01 METHOD OF AWARD OF CONTRACT – LOWEST PRICE

STN will use the following two-step approach to evaluate proposal submissions and make its award. Lowest Bid Price for construction and most responsible/responsive bidder. Bidder must provide all Unit Prices in the bid form. STN reserves the right to seek clarifications during the evaluation process to ensure its full understanding of the responsiveness of proposals.

All financial data requested in APPENDIX A shall be submitted with the Bidder's proposal. This envelope shall be clearly labeled as to identify the submitting bidder.

STN reserves the right to award contract to the contractor based on the Lowest Bid Price. Award will be made to the responder having the lowest total construction cost and Unit Prices for the Construction segments, who meets the requirements of the specifications, and who is responsive and responsible. STN reserves the right to make awards within one hundred and twenty (120) days after the date of the proposal opening, during which period, proposals shall not be withdrawn unless the responder specifically states in the proposal that acceptance thereof must be made within a shorter specified time. Only fully completed proposals will be accepted. Partial proposals will not be considered.

STN reserves the right to award all, parts or none of this project at its sole discretion.

1.02 CONTRACTOR QUALIFICATIONS, EXPERIENCE and FINANCIAL CAPABILITIES

All proposals will be reviewed for compliance with the General Conditions (Section 01020) and Contractor Qualifications (Section 01025) outlined in this bid and as indicated by the Contractor in the Response Matrix (Appendix B). The Response Matrix contains a checklist which is intended to acquaint the Bidder with all items of information that must be submitted with the proposal. Failure to submit any item may result in rejection of the proposal. Bidders whose qualifications do not meet these requirements will be disqualified and no further review will be made of their submission.

Bids which meet all of the Technical Requirements will be evaluated on a weighted basis in accordance with the factors noted in Section 1.03, below. STN will prepare an analysis of each Responder's response and will evaluate the companies based on its sole discretion.

1.03 BID COST EVALUATION

Respondents should provide a bid price for the complete construction of the fiber optic diversity network (EDA Project Investment No. 01-01-14922) as well as Unit Pricing on all identified components of the fiber optic build. Unit Pricing shall include: all materials, labor, equipment, documentation and testing as appropriate to provide a complete, secure, professionally installed and operational fiber optic system. The Bidder's total construction price will be compared to determine the lowest project price; unit pricing will also be compared and considered for change orders.

STN reserves the right to enter into an agreement with none, one or more than one firm for the construction that this Invitation to Bid encompasses. STN's intention is to award all work to a single contractor. No award will be considered final until an agreement is negotiated and executed.

ABBREVIATIONS AND ACRONYMS

1.01 SUMMARY

A. This section identifies abbreviations and acronyms that may be used in this document

1.02 ABBREVIATIONS

AASHTO American Association of State Highway Transportation Officials

ANSI American National Standards Institute
ASTM American Society for Testing Materials
AWPA American Wood Products Association

dB/km Decibel per kilometer

DOT Department of Transportation

DR Dimension Ratio

EHS Extra High Strength

EIA Electronic Industries Alliance

EMT Electrical Metallic Tubing (conduit)

EWP Extended Warranty Program (Corning Cable Systems)

EX Existing

F&P Furnish and Place

FCC Federal Communications Commission

GPS Global Positioning System
HDPE High Density Polyethylene

ICEA Insulated Cable Engineers Association, Inc.

ISP Inside Plant

MGN/V Multi-Ground Neutral/Vertical

MIN Minimum

MM(F) Multi-mode (fiber)

nm Nanometer

NEC National Electric Code

NESC National Electric Safety Code

NPI Network of Preferred Installers (Corning Cable Systems)

NYS New York State

OSHA Occupational Safety and Health Administration

OSP Outside Plant

	1
PE	Professional Engineer; Permanent Easement; or Polyethylene

Optical Time Domain Reflectometer

PPE Personal Protective Equipment

PSI Pounds per Square Inch

PVC Polyvinyl Chloride

R Radius

OTDR

RFP Request for Proposal
SDR Size Dimension Ratio
SM(F) Single-mode (fiber)

SRP Standard Recommended Procedure
STN Southern Tier Network, Inc. (STN)

TIA Telecommunications Industry Association

UFPO Underground Facilities Protective Organization

DEFINITIONS

1.01 DEFINITIONS

- A. ATTENUATION: The measurement of reduction in signal strength in fiber optic cable in decibel units.
- B. AS-BUILT DRAWING: Construction drawings modified to reflect changes made during the installation of facilities.
- C. CONTRACTOR: Individual or firm who installs the fiber optic facilities for, or as an Agent of, the District.
- D. FURNISH, INSTALL, and PROVIDE: Furnish means to supply and deliver to the project site, ready for installation. Install means to place in position for service or use. Provide means to furnish and install, complete and ready for intended use.
- E. MAY or CAN: Permissible condition.
- F. NANOMETER: A unit of measurement equal to one billionth of a meter; 10⁻⁹ (10 to the minus 9th power) meters; typically used to express wavelength of light, e.g.; 1300 nm.
- G. SHALL or WILL: A required condition.
- H. SUPPLY: To purchase and make ready and available for use or installation, not including delivery to project site.
- I. WAVELENGTH: The distance between two successive points of an electromagnetic waveform, usually measured in nanometers (nm).

REFERENCE STANDARDS

1.01 APPLICABILITY OF STANDARDS

A. Except where STN requirements include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the STN requirements. Such standards are made part of the STN requirements by reference.

1.02 PUBLICATION DATES

A. Where the date of issue of a referenced standard is not specified, comply with the standard in effect as of the date of the STN issuance of this Unit Price RFP.

1.03 CONFLICTING REQUIREMENTS

- A. Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the STN requirements indicate otherwise.
- B. Requirements that are different but apparently equal should be referred to STN/Empire Access for a decision before proceeding when it is uncertain as to which is the more stringent requirement.

1.04 COPIES OF STANDARDS

- A. Each entity engaged in construction on the project is required to be familiar with industry standards applicable to that entity's construction activity.
- B. Where copies of standards are needed for the performance of a required construction activity, obtain copies directly from the publication source.

1.05 STANDARDS

- A. American Society for Testing and Materials:
 - 1. ASTM A48, "Specifications for Gray Iron Castings"
 - 2. ASTM C33, "Specification for Concrete Aggregates"
 - 3. ASTM C94, "Specification for Ready-Mixed Concrete"
 - 4. ASTM C150, "Specification for PortlandCement"
 - 5. ASTM C207, "Specification for Hydrated Lime for Masonry Purposes"
 - 6. ASTM C270, "Specification for Mortar for Unit Masonry"
 - 7. ASTM C478, "Specification for Precast Reinforced Concrete Manhole Sections"
 - 8. ASTM D2247, "Specification for Polyethylene Plastic Pipe, Schedule 40 and 80, Based On Outside Diameter"
 - 9. ASTM D3035, "Specification for Polyethylene (PE) Plastic Pipe (SDR-PR) Based On Controlled Outside Diameter"
 - 10. ASTM D3350, "Specification for Polyethylene Plastics Pipe and Fittings Materials"
- B. American National Standards Institute (ANSI)/Insulated Cable Engineers Association, Inc. (ICEA):

- 1. ANSI/ICEA S-87-640, "Standard for Optical Fiber Outside Plant Communications Cable"
- 2. ANSI/ICEA S-104-696, "Standard for Indoor-Outdoor Optical Fiber Cable"
- 3. ANSI/ICEA S-110-717, "Standard for Optical Fiber Drop Cable"
- C. Corning Cable Systems:
 - 1. SRP 005-010, "Fiber Optic Cable Placing Lashed Aerial"
 - 2. SRP 005-011, "Fiber Optic Cable Placing Duct"
 - 3. SRP 005-012, "Fiber Optic Cable Placing Direct Buried"
 - 4. SRP 005-014, "Intrabuilding Installation of Corning Cable Systems Fiber Optic Cable"
 - 5. SRP 005-033, "Installing a Wire Mesh Pulling Grip on ALTOS® Riser Fiber Optic Cable"
- D. Iberdrola USA SOP 04, Splicing, Testing Acceptance
- E. NYSEG/RG&E "Electric Distribution OH Construction Standards Manual" 5.1-001
- F. New York State Department of Transportation (NYS DOT), Standard Specification, January 2, 1990 edition, including addenda
- G. Telecommunications Industry Association (TIA):
 - 1. TIATSB-140, "Additional Guidelines for Field Testing Length, Loss, and Polarity of Optical Fiber Cabling Systems"
 - 2. TIA TSB-143, "Fiber Optic Power Meters: Measurement and Application Issues"
 - 3. TIA/EIA-455-B, "Standard Test Procedure for Fiber Optic Fibers, Cables, Transducers, Sensors, Connecting and Terminating Devices, and Other Fiber Optic Components"
 - 4. TIA-526, "Standard Test Procedures for Fiber Optic Systems"
 - 5. TIA-758, "Customer Owned Outside Plant Telecommunications Cabling Standard"
- H. National Electric Code (NEC)
- I. National Electric Safety Code (NESC)
- J. Manual of Uniform Traffic Control Devices, latest edition
- K. AT&T Outside Plant Engineering Handbook, latest edition

AERIAL PLANT INSTALLATION

PART 1 – GENERAL

1.01 SUMMARY

A. This section identifies aerial pole line hardware and related components for aerial construction of fiber optic systems.

1.02 REFERENCES

- A. See Section 01 42 19 Reference Standards for a full description of Standard Titles
- B. National Electric Code
- C. National Electric Safety Code
- D. Steuben, Schuyler, Chemung, Yates, , Tioga, Tompkins & County DOT's
- E. NYS DOT
- F. AT&T Engineering Handbook

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. All fiber optic system components such as poles, cables, connectors, splice trays, splice closures, and associated hardware shall be compatible with Corning Altos Non-dialectric,

2.02 WOOD POLES

- A. All poles shall be Southern Yellow Pine and meet the requirements of ANSI Standards 05.1-1992, "Specifications and Dimensions of Wood Poles," or the latest revision.
- B. The preservative shall be penta chlorophenol meeting the requirements of AWPA Standard P8, "Standard for Oil-Borne Preservative." Treatment shall be in accordance with AWPA Standards C.1, "All Timber Products Preservative Treatment by Pressure Processes," and C.4, "Poles Preservative Treatment by Processes."
- C. Class and Height. Class 5 wood poles with a height of 30' or greater, refer to Construction Drawings.

2.03 ANCHOR ROD AND GUY GUARD

A. Anchor rod:

- 1. Screw type, hot-dip galvanized
- 2. Anchor Rod: 5/8" diameter, Minimum length of 7', Hot dip galvanized, Thimbleye.

- B. Guy guard:
 - 1. Bright yellow for increased visibility, eight (8') feet length.

Note: Each guy placed shall receive a guy guard.

- 2.04 MESSENGER/SUPPORT STRAND
 - A. 6.6 m Extra High Strength(EHS) galvanized
 - 1. Minimum breaking strength: 11,200 lbs
- 2.05 3-BOLT SUSPENSION CLAMP
- 2.06 GUY HOOK
- 2.07 GUY GRIP DEAD-ENDS
- 2.08 STRANDVISE
- 2.09 BOLTS AND MISCELLANEOUS HARDWARE
- 2.10 TREE GUARD
- 2.11 SPLICE CLOSURES
- 2.12 LASHING WIRE
 - A. Type 430 Stainless, .045" diameter
- 2.13 STEEL CABLE ("U") GUARD
 - A. 'U' Guard. Hot dipped galvanized used to protect cable at riser locations.
- 2.14 STN IDENTIFICATION TAGS TO BE AFFIXED TO FIBER OPTIC CABLE AT EACH POLE WITH STN's Emergency Call # 1-855 -935-5050. Forrest Green color (see existing)

PART 3 – EXECUTION

- 3.01 EXAMINATION
 - A. Verify site conditions and pole line quality prior to placement of any hardware, strand, or cable.
 - B. Any discrepancies or concerns shall immediately be reported to the Construction Administrator.
- 3.02 PREPARATION
 - A. Provide stakeout of anchors and/or poles to be placed.
 - B. Notify Underground Protective Facilities Organization (UFPO) three (3) business days prior to any excavating, digging, or drilling.
 - C. Protect against and prevent any disturbance of existing facilities and structures.

- D. Establish safe traffic control as necessary or required through:
 - 1. proper signage and
 - 2. adequate number of flaggers.

3.03 PLACEMENT OF POLE HOLES

- A. The hole diameter shall be based on diameter of the pole base, which is the end with the largest diameter.
- B. The hole must be large enough to place the pole in a plumb position with adequate room to tamp fill around base once set. Allow at least 3" around pole.
- C. Depth of setting poles 40' or greater shall be 10% of the pole height plus 2'.

3.04 SETTING WOOD POLE (DERRICK/AUGER)

- A. Deploy outrigger legs prior to boring a hole and setting the pole.
- B. Auger the hole to the requisite depth. Remove (via hand tools) any loose soil from the bottom of the hole.
- C. Raise and move the pole over a hole using a winch line with hook along with an approved sling attached to the pole above the center of gravity. Tag lines shall be attached to help control as the pole is lifted.
- D. Raise the pole to a near vertical position with butt end clear of the ground. Ground workmen are to guide the top of the pole into grabber claws.
- E. With the derrick, move the pole and lower into the hole. Ground workmen shall position the pole with cant hooks.
- F. Once the pole is vertical, use a plumb bob to check the pole is plumb. Repeat this action at a position 90 degrees from the original position.
- G. Once the pole is plumb, backfill with soil. Compact the soil in 'lifts' of 3"-6" with hydraulic or hand tamper.

Aerial Plant Installation Section 01400 May 26, 2022

In areas of poor soil, the hole shall be backfilled with crushed stone or concrete to ensure stability. Refer to Section 01600 - Optical Fiber Specifications Section 3.04 CONSTRUCTION—AERIAL, for further aerial plant installation execution.

UNDERGROUND PLANT INSTALLATION DUCTS, MANHOLES, AND HANDHOLES

PART 1 – GENERAL

1.01 SUMMARY

A. This section describes the requirements for materials and construction of fiber optic duct, risers, splice boxes, manholes, handholes, frame and cover castings, tracer wire, warning tape, and route markers.

1.02 REFERENCES

- A. See Section 1300 Reference Standards for a full description of Standard Titles
- B. ASTM A48
- C. ASTM D2247
- D. ASTM D3035
- E. ASTM D3350
- F. National Electric Code
- G. National Electric Safety Code
- H. Steuben, Schuyler, Chemung, Yates, Allegany, Tioga and Tomkins County DOT's
- I. New York State Department of Transportation
- J. AT&T Engineering Handbook

PART 2 – PRODUCTS

2.01 UNDERGROUND DUCT

- A. High Density Polyethylene Duct and Fittings
 - 1. 1 1/4" toneable HDPE SDR 11 smooth with 1250 lb polyester rope
 - 2. 1 1/4" HDPE SDR 11 smooth with 1250 lb polyester rope
- B. PVC, Schedule 80, with 1250 lb polyester rope and suitable for use with directional boring equipment
 - 1. Duct diameter and material will be determined by the STN for each work location
 - 2. 90 □ sweep to be a minimum of a 36" radius

C. Galvanized steel

- 1. Duct diameter and material will be determined by the STN for each work location
- 2. 90° sweep to be a minimum of a 36" radius

- D. Duct plugs are required for duct adjacent to building or other structure where water, debris and animal infiltration are not desired. Provide split plugs for the seal between fiber optic cable and duct.
 - 1. Acceptable product: Carlon or STN approved equal
- E. Pull tape inside of duct
 - 1. Woven polyestertape
 - a. Pre-lubricated
 - b. Low friction
 - c. High-abrasion resistant
 - d. Low coefficient of friction
 - e. Printed with footage markings
 - f. Minimum 1,250 lb tensile strength

2.02 ROUTE MARKERS

A. ACP International model ACP-072 or equivalent flat, flexible fiberglass marker.

2.03 DETECTABLE WARNING TAPE

- A. 3-inch wide, 4-mil minimum thickness, lay-flat orange color.
 - 1. Wording on tape: "Caution Fiber Optic Buried Below"

2.04 DUCT SUPPORT

A. Provide plastic conduit support for duct that will be concrete encased.

2.04 HAND HOLES AND COVERS

Polymer concrete hand holes used for splice boxes, and pull boxes along with covers are required to conform to ANSI/SCTE 77 "Specifications for Underground Enclosures" for Tier 22 applications. All covers are required to have Tier level rating embossed on the surface. Design load of 22,500 lbs, test load 33,750 lbs.

- A. 24"x36" Hand hole flared wall assembly, CDR style, and open bottom. Cover, Tier 22 with two bolts.
- B. 30"x48" Hand hole flared wall assembly, PD style, and open bottom with mouseholes. Cover, Tier 22, heavy duty, two-piece with 2 bolts.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify conditions and utility crossing elevations prior to installation.
 - 1. Any utility crossing or other condition that results in the duct having less than 30" of cover shall be concrete encased.
- B. Report any discrepancies immediately upon discovery.

3.02 PREPARATION

- A. Notify Underground Facilities Protective Organization (UFPO) three (3) business days prior to excavating or drilling.
- B. Provide stakeout of and clearly mark in the field temporary easements for construction. Reestablish marks if destroyed during construction.
- C. Provide stakeout for newconstruction.
- D. Where permitted and when necessary, saw-cut asphalt and concrete pavement and/or sidewalks along the route of the fiber optic duct.
- E. Protect against and prevent undermining of facilities and structures.
 - 1. Provide shoring and/or bracing of existing utilities encountered during excavation.
 - 2. Shore or brace utilities in a manner acceptable to utility STN.
- F. Inspect duct for dimensional tolerances and damage prior to incorporation into the work.

3.03 CONSTRUCTION

- A. The Contractor shall coordinate with the STN and Construction Administrator during construction activities so that GPS data can be acquired for underground facilities prior to backfilling any excavation.
 - 1. GPS coordinates will be taken for all handholes, manholes, splice boxes, conduit bends, etc.
- B. The Contractor shall install duct, innerduct, splice boxes, handholes, manholes, and any other material or equipment related to buried or underground construction in accordance with all applicable provisions of OSHA, NEC, NESC, Corning SRPs, telecommunications industry practices, and local codes.
- C. All underground or buried fiber optic cable shall be placed in innerduct.
 - 1. In the event that innerduct cannot be placed, immediately notify engineer so that an alternative installation can be developed.
 - 2. All underground direct buried fiber optic cable must be armored.
- D. The minimum depth of cover over duct for fiber optic cable shall be 3'.
 - 1. Concrete encasement is required for any duct with less than 3' of cover.
- E. Concrete encasement, if used, shall not be placed at temperatures below 40°F (Forty degrees Fahrenheit) without prior written permission from the STN.
 - 1. Additives to prevent concrete from freezing are not permitted.
 - 2. Place plastic conduit support chairs beneath duct at a maximum distance of 8' on the center.
 - a. Support chairs are to be secured to duct with wire ties.
- F. Handle duct and structures carefully when transporting and lowering into the trench. Do not drop or dump into the trench.
- G. Lay duct in a generally straight alignment with gentle sweeps to facilitate pulling of fiber optic cable through the duct.
 - 1. Limit vertical and horizontal curves so that wall stresses do not exceed 50% of yield stress for flexural bending of duct.
 - 2. Buckled or otherwise damaged duct section(s) are to be replaced at the Contractor's expense.
 - 3. Fabricated bends are not permitted.
 - 4. Ends of ducts shall be securely plugged when laying of duct is not in progress.
 - 5. Under no conditions shall duct be laid in water.
 - 6. Duct shall not be laid when conditions or weather are unsuitable for such work.
- H. Install pull tape inside of the duct to facilitate installation of fiber optic cable in the duct.
- I. Where an existing pipe or duct crosses the new duct path at an elevation which conflicts with the proposed grade for the new duct, either the grade for the new duct shall be changed or the existing pipe/duct shall be

- 1. Written approval from the STN's Construction Administrator must be obtained prior to performing this work.
- 2. Provide a minimum 9" (over) or 12" (under) clearance between new duct and existing pipe/duct.
- 3. Space between new duct and existing pipe/duct shall be compacted select or other material as directed by the STN's Construction Administrator.
- 4. Permanently support duct and pipes before the trench is backfilled.
- J. Install detectable warning tape above duct during backfill operations.
 - 1. Tape shall be no greater than 1' above duct.
- K. Where duct is to pass through existing concrete manhole walls, core drill an opening sufficiently large enough for the work and no larger.
 - 1. Impact devices are not to be employed in this operation.
 - 2. Fill the void between the duct and the opening with non-shrink hydraulic cement.
- L. Perform duct deflection test on flexible duct prior to placing cable in the duct.
 - 1. Maximum allowable duct deflection: 5%
 - 2. Perform the test on duct after final backfill has been completed.
 - 3. Perform the test by means of compressed air pushing mandrel or hand pulling through duct.
 - 4. Winch pulling of mandrel is not permitted.
- M. In addition to other tensioning and/or pulling devices, a 600 lb breakaway pulling swivel shall be used when pulling underground fiber.
- N. Install post-type route markers at 500' intervals, at turning points, at each handhole, at each manhole, and at each side of any road crossing.

3.04 JOINING DUCT

- A. Solvent weld joints to be used for joining bell and spigot PVC duct.
 - 1. Apply solvent weld compound as recommended by the duct manufacturer.

3.05 SPLICE BOXES AND HANDHOLES

- A. Typically, splice boxes and handholes will be placed as engineered and shown on segment drawings.
 - 1. Spacing between splice boxes/handholes 750' typical, unless otherwise directed by the STN.
- B. Splice boxes and handholes are to be installed on a minimum of 6-inches of No. 1 and No. 2 crushed stone leveling base.
- C. Backfill around splice boxes and handholes to be with material appropriate for the site condition.

- 1. Grass areas: Common earth, meaning clay, loam, sand, gravel, topsoil, and similar material free from debris and frozen materials, and which may contain some stones, pebbles, lumps, and rock fragments up to 3" in greatest dimension.
- 2. Asphalt and Concrete areas: Select fill sand, gravel, and similar material free from clay, loam, organic material, debris, frozen material, and shall contain only small amounts of stone, pebbles, or lumps over 1" in greatest dimension up to the asphalt or concrete sub-base.

3.06 REPAIR/RESTORATION

- A. Restore disturbed utilities with new materials that match or exceed the qualities of existing utilities, or to the requirements of the permitting authorities.
 - 1. Reuse existing materials if they are not damaged and if acceptable by the permitting authority.
- B. When establishing turf, hand-rake the areas in order to remove stones and other objects over 2" in greatest dimension prior to seeding. Any method of sowing that does not injure the seeds in the process of spreading is acceptable.
 - 1. Rates per 1,000 square feet:

a. Fertilizer: 20 lbs

b. Seed: 6 lbs

c. Mulch: 100 lbs

- C. Restore disturbed pavements to the thickness noted, or to the requirements of the permitting authority. Saw-cut and remove damaged areas prior to paving.
 - 1. Driveway sub-base: 6" minimum sub-base, or match existing thickness.
 - 2. Driveway top: 2" minimum asphalt top, or match existing thickness.

OPTICAL FIBER SPECIFICATIONS

PART 1 – GENERAL

1.01 SUMMARY

A. This section describes the requirements for materials and construction of fiber optic cable, splicing, and accessories. STN will provide the Corning Inc. 144 strand, 12 loose tube, fiber optic cable for this project.

1.02 REFERENCES

- A. See Section 1300 Reference Standards for a full description of Standard Titles
- B. ANSI/ICEA S-87-640
- C. ANSI/ICEA S-104-696
- D. ANSI/ICEA S-110-717
- E. National Electric Code
- F. National Electric Safety Code
- G. Steuben, Schuyler, Chemung, Yates, Tioga, Tompkins & DOT's
- H. NYS DOT
- I. AT&T Engineering Handbook
- J. Corning Cable Systems
 - 1. SRP 005-010, "Fiber Optic Cable Placing Lashed Aerial"
 - 2. SRP 005-011, "Fiber Optic Cable Placing Duct"
 - 3. SRP 005-012, "Fiber Optic Cable Placing Direct Buried"
 - 4. SRP 005-014, "Intrabuilding Installation of Corning Cable Systems Fiber Optic Cable"
 - 5. SRP005-033, "Installing a Wire Mesh Pulling Grip on ALTOS® Riser Fiber Optic Cable"

1.03 SUBMITTALS

- A. Submitmanufacturer's technical product data, installation instructions, and certifications for fiber optic cable, splice case, and appurtenances.
- B. Upon completion of installation, the Contractor is required to provide the STN with three (3) sets of detailed as-built drawings (in a mutually agreed upon electronic format) and courtesy copies of all executed facility use agreements. These must be submitted as a condition of the system acceptance and contractor payment.
 - 1. Identify cable between structures.
 - 2. Include cable description and fiber count.
 - 3. Provide cable lengths.
 - 4. Sheath markings in and out of structures.

1.04 QUALITY ASSURANCE

A. Single-mode optical fiber quality shall meet or exceed the performance and specifications of Corning® SMF-28e® fiber.

PART 2 – PRODUCTS

2.01 FIBER OPTIC UNDERGROUND CABLE - SINGLEMODE

- A. Altos® xxxEU4-T4101D20 by Corning Cable Systems, LLC
- 2.02 FIBER OPTIC AERIAL CABLE SINGLEMODE
 - A. Altos® xxxEU4-T4101D20 by Corning Cable Systems, LLC

2.03 FIBER OPTIC FREEDOM (INDOOR/OUTDOOR) CABLE - SINGLEMODE

- A. Fiber optic cable intended for use where a non-metallic pathway originates outside a building and extends greater than 50' inside buildings
- B. Gel-free, all-dielectric, loose-tube, indoor-outdoor rated:
 - 1. Fully water blocked
 - 2. UV-resistant, flame-retardant outer jacket
 - 3. Tensile strength:
 - a. Short-term: 600 lbs per linear foot
 - b. Long-term: 180 lbs per linear foot
 - 4. Fiber count specific to each location, and will be determined by the STN
- C. Acceptable product
 - 1. 144 Fiber count Freedom® xxxEWP-T4101D20 Loose-Tube, Gel-Free, All-Dielectric Cable by Corning Cable Systems, LLC

2.04 SPLICE CASE

- A. Tyco FOSC (part # as appropriate for cable counts)
 - 1. Tyco splice trays
 - 2. fusion splice protect sleeve, pre-shrunk/60mm long, SS pre-polishedpin

2.05 CONNECTORS, EQUIPMENT, AND MISCELLANEOUS

- A. All STN-owned fiber terminations shall be fusion splice pigtailed APC (angled physical connector) SC/LC connectors to maintain the lowest possible reflectance value, Corning CCH-CP12-59-P03RH (SC) or Corning CCH-CP12-A9-PO3RH(LC).
- B. Wall-mounted connector housings shall be Corning WCH-02P or WCH-04P.
- C. Rack-mounted connector housings shall be Corning CCH-02U.

- D. Wall-mounted splice housings shall be Corning WSH-16SPT
- E. Rack-mounted splice housings shall be Corning CSH-03U-F.
- F. Wall-mounted interconnect centers shall be CorningWIC-02P
- G. Connector panels shall be Corning CCH-CP12-A9 (SM).
- H. Splice trays shall be Corning M67-076 and M67-110.
- I. Connectors shall be Corning 95-200-99 (SM).
- J. Buffer tube fan out kits shall be Corning FAN-BT25-12.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify site conditions prior to installation.
- B. Verify that duct deflection tests have been performed and any duct repairs completed.
- C. Immediately report discrepancies to the engineer.

3.02 PREPARATION

- A. It is the Contractor's responsibility to perform on-the-reel testing of fiber optic cable, prior to installation and provide all test results to the STN.
- B. The use of an OTDR per Corning Cable Systems Testing and Documentation procedures will be acceptable for this test.
- C. Test results for each fiber and each reel shall be provided to the STN prior to installation of the cable.
- D. A hard copy and DVD copy (with appropriate software for viewing) of test results shall be included in the project documentation manuals.

3.03 CONSTRUCTION - UNDERGROUND

- A. Pull fiber optic cable through duct, structure to structure, leaving 50' of slack at each end of cable to facilitate splicing outside of splice boxes or other structures where a splice is intended.
 - 1. Monitor pull force with a maximum tension rated breakaway swivel link designed to fail at the rated force, or
 - 2. include a calibrated tension monitoring device in the pull sequence, or
 - 3. pull with tension limiting winch.
- B. Maintain a minimum bending radius on cable at all times:
 - 1. ANSI/ICEA S-87-640
 - a. Unloaded, installed condition: 20 times cable outside diameter
 - b. Loaded, during installation: 40 times cable outside diameter
 - 2. Or per manufacturer's printed specifications

- a. Corning Cable Systems SRP 005-011
- C. Provide cable slack in handholes and manholes to keep cable clear of the opening in the top slab to prevent inadvertent damage from falling objects.
- D. Join fibers at the splice location by fusion method and secure in a splice case. Follow the manufacturer's printed instructions for splicing and securing.
- E. Install a STN cable-identifying label on fiber cable immediately outside of the splice case and at each access location, including handholes and manholes.
- F. Install an identifying tag on each buffer tube inside of the splice case, outside of tray.
- G. Spool excess cable on the floor of the splice box in a manner that does not kink the cable. Keep cable and splice case clear of opening in top slab to prevent inadvertent damage from falling objects.
- H. Install watertight plug for ducts that lead to buildings or other structures where water infiltration from the duct is not desired, as directed by the STN.
- I. Test installed fiber optic cable in accordance with requirements of Section 01700.

3.04 CONSTRUCTION – AERIAL

- A. The Contractor shall place hardware, strand, and cable in accordance with all applicable provisions of OSHA, NEC, NESC, Corning SRPs, Iberdrola USA (RG&E/NYSEG), telecommunications industry practices, and local codes. Refer to project drawings for exact attachment location.
 - 1. Generally, the attachment shall be 12" above the top telecommunications attachment (usually CATV, but possibly telephone) on the same side of the pole, unless otherwise noted on drawing.
 - 2. 40" clearance on the pole is required from the electric zone.
 - 3. 30" clearance mid-span is required from electric.
 - 4. Slack loops shall be installed based on the construction design plan, or at minimum every 1,000 feet
- B. Anchors with guys are required at pole route turns, junctions, and dead ends.
 - 1. The Contractor is responsible for determining actual placement location.
 - 2. Anchors are to have no more than 12" exposure above ground.
 - 3. Attachment to anchors provided by others is prohibited.
 - 4. Tree attachments/tree guys are prohibited.
- C. Support/messenger strand and guys to be minimum 6.6m galvanized EHS grade strand.
- D. Lashing wire shall be span continuous, terminated with a lashing wire clamp and spacer at each pole. Single lash will be used except where noted below or by permit.
 - 1. Roads, rails, parking lots, and water crossings shall be double lashed.
- E. Cable position shall be maintained below strand at all times.
 - 1. Cable wrapped around strand shall be re-lashed below strand at the Contractor's expense.

- F. Maintain minimum bending radius on cable at all times:
 - 1. ANSI/ICEA S-87-640
 - a. Unloaded, installed condition: 20 times cable outside diameter
 - b. Loaded, during installation: 40 times cable outside diameter
 - 2. Or per manufacturer's printed specifications:
 - a. Corning Cable Systems SRP 005-011
- G. Cable shall be tagged at each pole with "STN Fiber Optic Cable" tag. Color to be Forrest Green, as existing. Number to be provided prior to start of tagging
- H. Maintenance/service loops of fiber optic cable shall each be 150' in length.
 - 1. Loops shall be strand supported utilizing "snowshoe" type devices.
 - 2. Loops shall be placed approximately every 1,500', or as shown on drawings.
 - 3. Aerial splice point loops shall be strand supported utilizing "snowshoe" type devices.
- I. Test installed fiber optic cable in accordance with requirements of Section 01700.

3.05 CONSTRUCTION - INSIDE PLANT

- A. Free-standing equipment racks shall be fastened to the communications room floor using a minimum of four (4) 3/8" concrete anchors.
- B. Equipment racks shall be positioned according to drawings with a minimum of 3' clearance in front and back. The Contractor shall field verify the dimensions of the room prior to installation of the rack and report any discrepancies to the STN or the Construction Administrator.
- C. The equipment rack shall be bonded to the Telecommunications Grounding Busbar (one per telecommunications room), which shall be bonded to the Telecommunications Main Grounding Busbar (TMGB), which shall be grounded to the main electrical ground. Coordinate with the electrical contractor or staff electrician. Coordinate exact routing and connection points with the electrical work. All surfaces that are used as a bond shall be filed to bare metal before completing connections. Any equipment rack or panel constructed will be tagged with "Property of Southern Tier Network, Inc. STN, STN Emergency #: 855-935-5050.

END OF SECTION

OPTICAL FIBER SPLICING, TERMINATION AND TESTING

1.01 SUMMARY

A. This section describes the requirements for splicing and testing fiber optic cable and provides the desired performance parameters of the fully installed and spliced fiber optic cable system.

1.02 SPLICING

- A. All splicing shall be fusion and accomplished utilizing an ISO 9901 certified core-alignment fusion splicing machine with current calibration.
- B. All fusion splices shall be heat shrink sleeve protected.
- C. The Contractor is expected to minimize the quantity of splices/splice points along the route, as each splice increases overall facility loss.
- D. Any splice with a loss greater than 0.05 dB shall be corrected to less than 0.05 dB at the Contractor's expense.
- E. Connection point loss shall not exceed 0.5 dB per mated connection.

1.03 MEASURED POWER LOSS

- A. Using a light source and power meter, test each fiber strand for end-to-end signal loss.
- B. Test single-mode fiber strands at both 1310 nm and 1550 nm wavelengths.
- C. Test multi-mode fiber strands at 1300 nm wavelength.
- D. Minimum acceptance criteria for outside fiber opticcable:
 - 1. At 1310 nm wavelength: -0.35 dB/km
 - 2. At 1550 nm wavelength: -0.25 dB/km
 - 3. At 1300 nm wavelength: -1.0 dB/km
 - E. Anomalies are to be no greater than 0.3 dB for each event.
 - F. Splice loss is to be no greater than 0.05 dB.
 - G. Return loss is to be a minimum of 40 dB.
- H. Record and document results of the testing and provide documentation of the results to the STN.

1.04 OTDR CONTINUITY TEST

- A. Using an OTDR with appropriate launch cable, test each fiber strand for end-to-end continuity.
- B. Test single-mode fiber strands at both 1310 nm and 1550 nm wavelengths.
- C. Test multi-mode fiber strands at 1300 nm wavelength.
- D. Minimum acceptance criteria for outside fiber opticcable:
 - 1. At 1310 nm wavelength: -0.35 dB/km
 - 2. At 1550 nm wavelength: -0.25 dB/km

- 3. At 1300 nm wavelength: -1.0 dB/km
- E. Anomalies are to be no greater than 0.3 dB for each event.
- F. Splice loss is to be no greater than 0.05 dB.
- G. Return loss is to be a minimum of 40 dB.
- H. Record and document results of the testing and provide documentation of the results to the STN.

1.05 ACCEPTANCE

- A. For new lateral builds, the Contractor shall certify in writing to the STN that the installation is complete, all documentation provided, and the facility is ready for performance testing.
 - 1. If the results of this test are acceptable to the STN and all documentation has been provided, the STN will accept the system and authorize payment.
 - 2. If the results of this test are not acceptable to the STN, the Contractor will resolve the problems and start the test over for another thirty (30) consecutive days.
- B. It is crucial that the Contractor submit final close-out documents promptly upon completion of each lateral build of fiber construction. Upon final acceptance, the Contractor will have no more than thirty (30) calendar days to submit the following documents:
 - 1. Entitlement documents (permits, licenses, agreements, etc.).
 - 2. Copies of all inspection documents and checklists stating construction compliance with drawings and specifications.
 - 3. Approved submittals and shopdrawings.
 - 4. Manufacturer's data sheets (i.e. fiber cable reel labels, etc.).
 - 5. As-built drawings with GPS location data (performed by the Contractor or STN staff).
 - 6. OTDR and fiber loss test results.
 - 7. Warranty certificates and manufacturer's operations and maintenance manuals.

END OF SECTION

Bid Form 00300 May 26, 2022

BID FORM

1.01 INSTRUCTIONS TO BIDDERS (FORMAL)

- A. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.
- B. Late Proposals. Any responses received after the date and time prescribed will not be considered for contract award.
- C. Emergency Closings. In the event the closing of certain County facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the County's control, only bids received by the STN prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
- D. Any change in wording or interpretation by a bidder of the invitation to bid as published by the STN shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.
- E. STN reserves the right to reject any and all bids, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids.
- F. Award to the lowest price responsible bidder. For the purpose of determining which bidder is the lowest price qualified responsible bidder, it shall be the lowest bidders' responsibility, within FIVE DAYS of being so notified by STN, to present information and documentation to the Executive Director, to satisfy STN that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.
- G. Contract(s) or purchase order(s) will be awarded after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
- H. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:
 - 1. It is understood by the parties that this agreement shall be executory only to the extent of the monies available to STN and appropriated therefore, and no liability on account thereof shall be incurred by STN beyond the monies available and appropriated for the purpose thereof.
- Failure to meet delivery schedule as per accepted bid may result in legal action by STN to recover damages. STN will work with Contractor, and grant administrator Economic Development Administration for extension of completion date.
- J. Collect transportation charges will not be paid by STN. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included. There will be no additional charges for delivery.
- K. No taxes are to be billed to STN. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. Any applicable taxes from which STN is not exempt shall be listed

separately as cost elements, and added into the total net price at the time of contract execution.

- L. The successful bidder shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York, Steuben, Schuyler, Yates, Tompkins, Tioga, and Chemung Counties, and any other political subdivision or regulatory body which may apply to its performance under this contract.
- M. Gratuities, Illegal or Improper Schemes. STN may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a contractor, his agent or representative to any STN official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. STN may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, STN shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.
- N. Insurance shall be procured by the Successful Bidder before commencing work, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in the General Requirements Section 1.11. If the insurance is not provided in acceptable form within this period of time, then the Executive Director may declare the Bidder non-responsive and award the contract to the next responsible Bidder.
- O. Changes in work and change orders. The submitted Unit Pricing Matrix provided in the RFP response shall be the determination of contract value changes. Changes and or discrepancies in Unit Pricing or anticipated units on each phase of the project shall be brought to the attention of the project Architect & Engineer project manager and STN as soon as identified. Upon verification and approval, units will be adjusted as agreed between all parties. No additional profit or overhead charges will be allowed, only the approved Unit change(s) utilizing the Unit Pricing submitted in the RFP response.
- P. Bid offering material other than that of specified manufacturer or trade name will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.
- Q. If material or services other than those specified in this bid document are offered, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information:
 - 1. Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered.
 - 2. Descriptive literature of item offered, for evaluation.
- R. Any additional information for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

- S. THIS BID IS FIRM AND IRREVOCABLE for a period of 120 days from the date and time of the bid opening. If a contract is not awarded within the 120 day period, a bidder to whom the bid has not been awarded may withdraw his bid by serving written notice of his intention to do so upon the STN.
- T. In executing this bid, the bidder affirms that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the STN will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.
- U. The undersigned shall be fully accountable for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, STN, County or State officer or agency empowered to investigate the contract or his performance.

V. Termination of contract:

- 1. This agreement may be immediately terminated by STN should the contractor fail substantially to perform in accordance with its terms, through no fault of the STN.
- 2. In the event of termination for any reason other than the fault of the Contractor, or the non-availability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.
- W. Status as an independent contractor: The successful Bidder to whom the bid is awarded and STN agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of STN or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of STN, Steuben, Schuyler, Yates, Tompkins, Tioga, or Chemung Counties, or any department, agency or unit thereof.
- X. Governed by New York law: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Steuben.

Bid Form 00300 May 26, 2022

1.02 GENERAL

A.	Pursuant to and in compliance with your Invitation to Bid dated July 8, 2022 and the information
	to bidders relative thereto and in accordance with the Contract Documents, including any addenda
	issued by the STN, issued to the undersigned prior to the opening of Bids, and acknowledged
	herein, we

Name		
Address		
Contact		
Phone	Fax	
E-Mail		

hereby propose to provide all supervision, labor, materials, supplies, equipment, and incidentals to complete all work for this Bid Package as required by and in strict accordance with the applicable provisions as set forth in the Specifications and Documents all to the satisfaction and approval of the STN, Architect and Construction Manager in accordance with the terms and conditions of the Contract Documents.

1.03 UNIT PRICE FORMS

- A. For work to be supplied, the following unit prices will be established as the limitations for such items of work, and the unit prices shall minimally include profit, overhead costs, material, incidental materials and hardware, labor, and services of each and every action or component necessary or required to complete the work in accordance with the specifications requirement for the like work in kind, quality, and function.
- B. The unit pricing is broken down into the various operations necessary to construct, splice, and test the fiber optic network.
 - 1. Item column is for abbreviated reference purposes and refers to the particular section of the unit price form.
 - 2. Description is a brief explanation of the operation to be performed.
 - 3. UOM is for Unit of Measure:

a. FT: foot/feet

b. LF: linear feet

c. SF: square feet

- d. EA: each
- e. HR:hour
- C. Fiber optic network Unit Price Form is listed in Appendix J. Each responder is required to complete the Unit Price Form in Appendix J.
- D. The undersigned hereby declare(s) that (he/she is) (they are) the only (person) (firm) interested in this bid; that it is made without connection with any other person or firm submitting a bid for the same Contract; that the bid is in all respects fair and without collusion or fraud.
- E. The undersigned also declares (he/she has) (the firm has) carefully examined the Contract Documents in their entirety and are prepared to perform the Work of the specific package.
- F. The undersigned hereby declares its corporation's most current Worker's Compensation Modification Ratio (EMR):

EMR:	Date Issued:	

If the above ratio is greater than 1.00, provide explanation in letter attached to this proposal form.

1.04 TIME OF COMPLETION

A. It is agreed by the undersigned that upon receipt of a Notice to Proceed, he/she will start work immediately and fully complete all work as required by the Contract and Contract Schedule. This EDA project must be fully completed by December 23, 2025.

END OF SECTION

Appendix A

Response Matrix

RESPONSE MATRIX

The matrix which follows must be completed in full. Omissions may subject your proposal to disqualification.

When required to submit a mandated response, attach these documents to this matrix. On each response enter the originating section number from the RFP.

All descriptions are abbreviated. You must refer to the text of the section listed in the RFP. In agreeing to the abbreviated text, you are agreeing to the expanded, complete text in the section.

SECTION	DESCRIPTION	ACTION –	CHECK
SECTION 01010	SUMMARY OF WORK		
1.01	Have reviewed the Overall Schematic route drawings of network for possible influences in your proposal.	Yes	No
1.13	Agree to As-Built Drawing Requirements	Yes	No
1.14	Agree to send any new underground drawings required for STN to UFPO Register and Protect Facilities/Route?	Yes	No
1.15	Agree to Warranty Requirements?	Yes	No
SECTION 01020	GENERAL REQUIREMENTS	<u>'</u>	
1.01 – 1.09	Agree to meet all General Requirements listed, including insurance and bonds?	Yes	No
SECTION 01025	BIDDER QUALIFICATIONS		
1.01	Provide company experience, qualifications, and representative projects. Attached?	Yes	No
1.02	Provide three (3) business references. Attached?	Yes	No
1.03	Provide evidence of financial ability and security. Attached?	Yes	No
SECTIONS 01300- 01700	TECHNICAL SPECIFICATIONS		
01300	Agree to comply with all stated reference standards and practices?	Yes	No
01400 - 01700	Agree to all product and execution sections of the Technical Specifications?	Yes	No
01700	Agree to Splicing, Terminating, Testing, Documentation and Acceptance Requirements?	Yes	No

SECTION 00300	UNIT PRICE BID FORM		
1.0 A-X	Agree to all Instructions to Bidders?	Yes	No
APPENDIX A	RESPONSE MATRIX	Yes	No
	Completed in full?		
APPENDIX B	FORM OF AGREEMENT	Yes	No
	Agree to form of agreement as presented?		
APPENDIX C	Non-Collusive Bidding Certification completed and	Yes	No
	attached?		
APPENDIX D	FORM OF BID, PERFORMANCE AND	Yes	No
	PAYMENT		
	BONDS. Reviewed and agree to form of bonds?		
APPENDIX E	Construction Design	Yes	No
	Contractor bid based on Construction Design?		
APPENDIX F	Lobbying Certification and Restriction Form (CS-512)	Yes	No
	Agree to Lobbying certification form as presented?		
APPENDIX G	Requirements for Affirmative Action (EEO)	Yes	No
	Reviewed and agree to EEO requirement?		
APPENDIX H	EDA Contracting Provisions for Construction Projects	Yes	No
	Reviewed and agree to comply with EDA construction		
	provisions?		
APPENDIX I	EDA Construction Site Sign Specifications	Yes	No
	Agree to comply with site sign specifications?		
APPENDIX J	Unit Pricing Bid Form has been completed in full?	Yes	No

Appendix B

Form of Agreement

SOUTHERN TIER NETWORK

To facilitate correct drawing and legal status:	d execution of contract, bidder shall	l supply full information co	oncerning
FIRM NAME:			
ADDRESS OF PRINCIPAL OFF	FICE:		
STREET			
	STATE		<u></u>
AREA CODEPHO	NE		
Check one: CORPORATION _	PARTNERSHIP	INDIV	IDUAL
INCORPORATED UNDER THE LA	WS OF THE STATE OF		
If foreign corporation, state if at YESNO _	uthorized to do business in the State	of New York:	
TRADE NAMES:			
ADDRESS OF LOCAL OFFICE	:		
STREET			
	STATE_		
AREA CODEPHO	NE		
NAMES AND ADDRESSES OF	PARTNERS:		

AGREEMENT					
THIS AGREEMENT is dated as of the day of	in the year 20_, by a	ınd betwee	en th	e Bo	oard
of the Southern Tier Network, hereinafter referred to as the "S	STN", with its office	located at	8 D	enni	ison
Street, Corning, New York 14444 and	hereinafter	referred	to	as	the
"CONTRACTOR", with offices located at	<u>.</u>				

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

ARTICLE 1 - WORK

- 1.1 CONTRACTOR shall at his own cost and expense furnish all labor, services, tools, materials, equipment and incidentals necessary to perform all Work required by the Contract Documents to construct the Southern Tier Fiber Optic (Open Access / Dark Fiber) Network, complete in accordance with the Contract Documents.
- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: SOUTHERN TIER FIBER OPTIC NETWORK.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The Contract Documents are defined in the General Requirements. The Contract Documents, which comprise the entire agreement between STN and CONTRACTOR are attached to this Agreement and are made a part hereof.

ARTICLE 3 – EXECUTIVE DIRECTOR

- 3.1 The EXECUTIVE DIRECTOR of the Southern Tier Network Local Development Corporation will assume all duties and responsibilities, will have all rights and authority assigned in the Contract Documents.
- 3.2 From time to time the EXECUTIVE DIRECTOR may designate, in writing, associates, subcontractors, or subconsultants to assist in performing duties of the EXECUTIVE DIRECTOR, or who will assume the duties and responsibilities and have all said rights and authority assigned to the EXECUTIVE DIRECTOR.

ARTICLE 4 - CONTRACT TIME

- 4.1 The Work will be substantially completed in accordance with all provisions of the General Requirements.
- 4.2 The contractor will have 540 calendar days to complete the project once the contract has been executed and NTP has been provided.
- 4.3 No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Customer.
- 4.4 Contractor shall indemnify and hold the Customer, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Customer, its officers, agents, and/or employees, arising from the negligence, active or passive, of Contractor, its officers, agents, subcontractors, and/or employees.
- 4.5 Contractor shall not commence work under this Agreement until it has obtained all insurance

required under this paragraph and such insurance has been approved by the Customer.

- A. Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance for its employees to be assigned to the work hereto under.
- 4.6
- A. General Liability, Professional (if applicable) Liability, Automobile Liability, Excess Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement.
- B. General and professional (if applicable) liability insurance in an amount not less than \$1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and \$2,000,000.00 aggregate. Excess Liability at a minimum of \$2,000,000 per occurrence.
 - Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances.
 - Contractor shall furnish the above insurances, including subcontractors' insurances, to the Customer and shall also name the Customer as a primary additional insured in said policies.
- C. Any accident shall be reported to the STN Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the STN as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 5 - CONTRACT PRICE

- 5.1 STN shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents the prices stipulated in CONTRACTOR's Bid, which Bid is attached hereto and identified as Appendix J of this Agreement.
- 5.2 The Contract amount based on the STN's award is \$

ARTICLE 6 - PAYMENT PROCEDURES

- 6.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by EXECUTIVE DIRECTOR as provided in the General Conditions.
- 6.2 Progress Payments:
- A. STN shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR's
 - Applications for Payment shall be approved and recommended by EXECUTIVE DIRECTOR. CONTRACTOR's Applications for Payment will be due on the 1st day of the month. All progress payments will be on the basis of the progress of the Work measured by the schedule of values (Contractor's Unit Price Bids).
 - 1. Prior to Final Completion, progress payments STN will withhold 10 percent of contract price until final acceptance of all completed work.

- 2. A payment equal to 90% of the invoiced price of materials received at the job site but not incorporated in the Work may be included in the monthly progress payments, providing the following conditions are satisfied:
 - a. The materials shall be received in a condition satisfactory for incorporation in the Work.
 - b. The materials shall be stored in such manner that they will not be damaged due to weather, construction operations or any other cause.
 - c. An invoice from the supplier shall be furnished for each item.
 - d. Materials which have been paid for by the STN shall not be removed from the approved storage site except to be incorporated in the Work. The CONTRACTOR shall have the sole responsibility for the care and protection of the materials.

6.3 Final Payment:

A. Upon final completion and acceptance of the Work in accordance with the General Conditions, STN shall pay the remainder of the Contract Price as approved by DESIGNER CONSULTANT.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

- 7.1 As part of the inducement of STN to enter into this Agreement CONTRACTOR makes the following representations:
- A. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- B. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- CONTRACTOR has given DESIGN CONSULTANT written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by DESIGN CONSULTANT is acceptable to CONTRACTOR.

ARTICLE 8 - DRAWINGS AND ADDENDA

- 8.1 The Project Drawings are entitled; "Southern Tier Network Diversity Construction Drawings"
- 8.2 Addenda consisting of Numbers______to____, inclusive.

ARTICLE 9 - MISCELLANEOUS

- 9.1 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.
- 9.2 STN and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, and his partners, successors, assigns and legal

- representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.3 Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
- 9.4 This agreement shall be governed by, and interpreted according to the laws of the State of New York. Any and all legal action necessary to enforce the agreement will be held in Steuben County, New York.

Agreed to and Accepted by:	Agreed to and Accepted by: Southern Tier Network
Print Name of Company	
By:	By:
Signature	S. M. Manning, CEO
Printed name	Printed Name
Date:	Date:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

STN: SOUTHERN TIER NETWORK	CONTRACTOR:
	(Address)
CHIEF EXECUTIVE OFFICER	
(CEO)	(Title)
	(Seal if by Corporation)
	WITNESS:
STN Attorney	
	(Title)

STATE OF NEW YORK	
county of	
On this	20
On thisday of	, 20, before me personally came
	to me known, who, being by me duly sworn, did
depose and say that he/she resides at	
in the City of	, New York; that he/she is of the SOUTHERN TIER
	regoing indenture; that he knows the seal of said corporation a corporate seal; that it was so affixed by a duly adopted gned his/her name thereto by like resolution.
Notary Public	-

Acknowledgment if Contractor is an Individual, Partnership or Corporation

	By:
	Name:
	Title:
	Company:
STATE OF NEW YORK	
)ss:	
COUNTY OF	
On ,20	, before me, the undersigned, personally
appeared	, personally known to me or proved to me on the
basis of satisfactory evidence to be the individ	dual(s) whose name(s) is/are subscribed to the within
-	e/they executed the same in his/her/their capacity(ies),
	ument, the individual(s), or the person(s) upon behalf of
which the individual(s) acted, executed the instr	
which the marviadur(s) acted, executed the histi	union.
V	
Notary Public	

Appendix C

Non-Collusive Bidding Certification

NON-COLLUSIVE BIDDING CERTIFICATION

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 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.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

DID NOT A CCEPTA DI E WITHOUT FOI I OWING CEPTIFICATION.

BID NOT ACCEPTABLE WITHOUT FULLUY	WING CERTIFICATION:	
Affirmed under penalty of perjury this	day of	, 20
FIRM NAME		
ADDRESS		
CITY, STATE, ZIP		
		_
AUTHORIZED SIGNATURE		
TYPED NAME OF AUTHORIZED SIGNATURE		
TITI E	TELEPHONE NO.	

Appendix D

Form of Bonds

PERFORMANCE BOND

SOUTHERN TIER NETWORK

KNOW ALL MEN BY THESE PRESENCE, that we,	of
	(hereinafter called Principal) and the
a corporation of the State of	<u>h</u> aving its principal office in the City
ofand authorized to d	o business in the State of New York (hereinafter called
Surety), are held and firmly bound unto the South	ern Tier Network, Inc. (hereinafter called Obligee), in
the amount of One Hundred-percent (100%) of th	e total contract value, or
· · · · · · · · · · · · · · · · · · ·	nerica, for the payment of which the Principal and the tors, administrators, successors and assigns jointly and
WHEREAS, the above bounded Principal has by was a contract with the Obligee for	vritten contract dated, 20_entered into
which contract is by reference made a part hereof	(hereinafter called Contract).

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall:

- 1. Well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guaranty required under the Contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and
- 2. promptly make payment to all persons having a direct contract with the Principal or with a subcontractor of the principal supplying labor and material in the prosecution of the work provided for in said Contract and any and all duly authorized modifications of said Contract that may hereinafter be made, notice of which modifications to the Surety being hereby waived; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, and this bond is executed and accepted upon the following express conditions:

- 1. That all persons who have supplied labor and material as aforesaid shall have a direct right of action hereunder against the Principal and the Surety, subject, however, to the prior right of the Obligee to recover hereunder on account of any loss or damage caused to it by the failure of the Principal to perform the Contract as aforesaid.
- 2. That if the Principal shall abandon said Contract or be lawfully compelled by reason of a default to cease operations hereunder, the Surety shall have the right at its option to complete said Contract or sublet the completion thereof.
- 3. That, in accordance with the provisions of the Southern Tier Network, Inc. Standard Specifications, the principal, at its own cost and expense, shall maintain the improvement and make all repairs resulting from faulty workmanship and/or defective materials occurring within one (1) year from the

date of final payment pursuant to said Contract.

- 4. That the Obligee shall notify the Surety by registered letter, addressed and mailed to its Home Office, of any breach of said Contract within a reasonable time after such breach shall have come to the knowledge of the Obligee.
- 5. That the Surety shall not be liable hereunder for any damages or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- 6. That no, suit, action or proceeding for loss or damage caused by a breach of any of the conditions of this bond shall be brought against the Surety by the Obligee after one (1) year from the day on which final payment under the Contract is made.
- 7. That no suit, action or proceeding for loss caused by the failure of the Principal to pay all persons supplying labor and material in the prosecution of the work under said contract shall be brought against the Surety after six (6) months from the day on which final payment of the contract is made.

Signed, sealed, and dated this	day of	, 20	
Principal		Principal	
	By President	, Vice President, Secretary, Treasu	rer
		Surety	
	Ву		

Acknowledgment if	
Contractor is an Individual, Partnership of	or Corporation
	By:
	Name:
	Title:
	Company:
STATE OF NEW YORK	
)ss:	
COUNTY OFOn	, 20, before me, the undersigned, personally
appeared	, personally known to me or proved to me on the
	individual(s) whose name(s) is/are subscribed to the within
	he/she/they executed the same in his/her/their capacity(ies), e instrument, the individual(s), or the person(s) upon behalf of
which the individual(s) acted, executed th	
()	
	Notary Public

ACKNOWLEDGMENT OF SURETY	
State of	
City ofto wit:	
do certify that	, a Notary Public in and for the City and State aforesaid,Personally appeared before me in my he/she is
of the	; that; that; that; is authorized by law to transact business in
the State of New York; has complied with a	is authorized by law to transact business in all laws relative to the execution of said bond; and that he is on behalf of said company and to obligate the company with
My commission expires	
Notary Public	
Given my hand and seal this day o	f, 2021

PAYMENT BOND

SOUTHERN TIER NETWORK

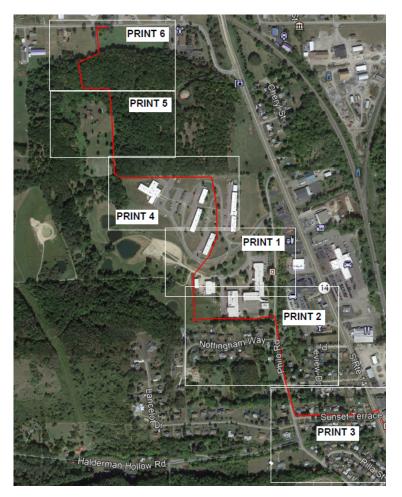
KNOW ALL PERSONS BY THESE PRES	ENCE,		
THAT	. as Contractor.	and	as
Surety, are held and firmly bound unto the sum of	Southern Tier No	etwork, Inc. (hereina	fter called Obligee), in the
	dollars,	(\$), fe	or the payment ofwhich
sum, well and truly to be made, we bind o assigns, jointly and severally, firmly by the		irs, executors, admir	nistrators, successors, and
WHEREAS, said Contractor has been awa Obligee to perform all work required under			
NOW THEREFORE, if said Contractor or supplies, or for rental of same, used in confor amounts due under applicable State law in an amount not exceeding the sum specificasonable attorney's feeto be fixed by the companies, or corporations entitled to file of	mection with the part of the solution with the solution worker ied above, and, is the court. This bo	performance of work labor thereon, said Sun the event suit is bond shall inure to the	contracted to be done, or arety will pay for the same rought upon this bond, a
PROVIDED, that any alterations in the value be made pursuant to the terms of said consaid Surety thereunder, nor shall any exprelease either said Contractor or said Surety thereby waived by said Surety.	ontract, shall not tensions of time	in any way released granted under the 1	either said Contractor or provisions of said contract
SIGNED AND SEALED, this	day of	, 202.	
(SEAL)			(SEAL)
(Contractor)		(Surety)	,
Ву:	By:	(Signatu	
(Signature)		(Signatu	re)
	Surety Name	e:	
	Contact Nam	ne:	
	Address:		
	Phone Numb	oer:	

BID BOND SOUTHERN TIER NETWORK

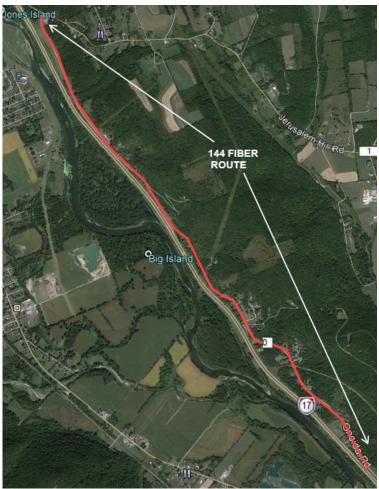
KNOW ALL PERSONS BY THESE PRESENT	S. that we			
	~, mar · · · · · · · · · · · · · · · · · ·	Contractor	r	
		Address		
		City, State	ZIP	
as Principal, hereinafter called the Principal, and		Chroty		
a corporation duly organized under the laws of the				
as Surety, hereinafter called the Surety, are held and fin				
As Obligee, hereinafter called Obligee, in the sum of I	Five Per Cent ((5%) of Amount Bid		
		Dollars (\$)
for the payment of which sum will and truly to be heirs, executors, administrators, successors, and a	ssigns, jointly	and severally, firmly b	by these presents	i.
WHEREAS, the Principal has submitted a bid for		(Enter Project Number & De	scription)	
NOW THEREFORE, the condition of this obligathe contract, the said Principal will, within the tin sufficient bond to secure the performance of the test be void; otherwise the Principal and Surety will amount of the bid of the said Principal and the a party to perform the work if the latter amount be in exceed the penal sum hereof.	ne required, enterms and con lipay unto the mount for wh	nter into a formal contract ditions of the contract Obligee the difference ich the Obligee legally	ract and give a go t, then this obligate in money betway contracts with	ood and ation to een the another
Signed and sealed thisday of		20		
		(Principa	1)	(Seal)
	By:			
(Witness)		(Name)	(Title)	
		(Surety)	l	(Seal)
	By:			
(Witness)		(Attorney-in	-Fact)	
		Agent		_
		Insurance ID	Number	_

Appendix E

Construction Design



DRAWING REVIEW FOR FIBER OPTIC EXTENTION

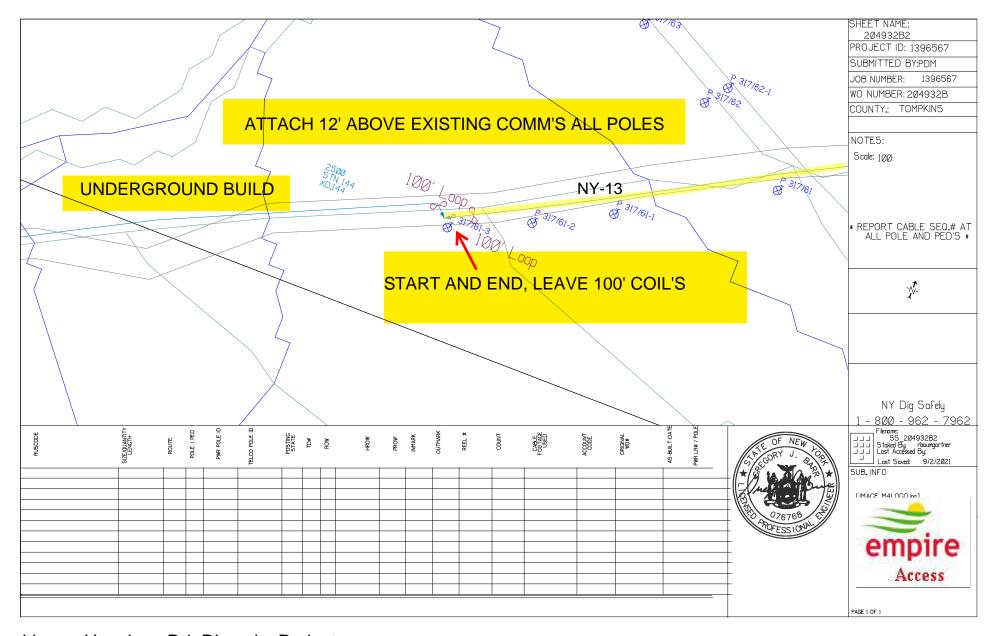


SOUTHERN TIER NETWORK VARIOUS LOCATIONS, NY

OCTOBER 2021 HUNT NO. 3326-005

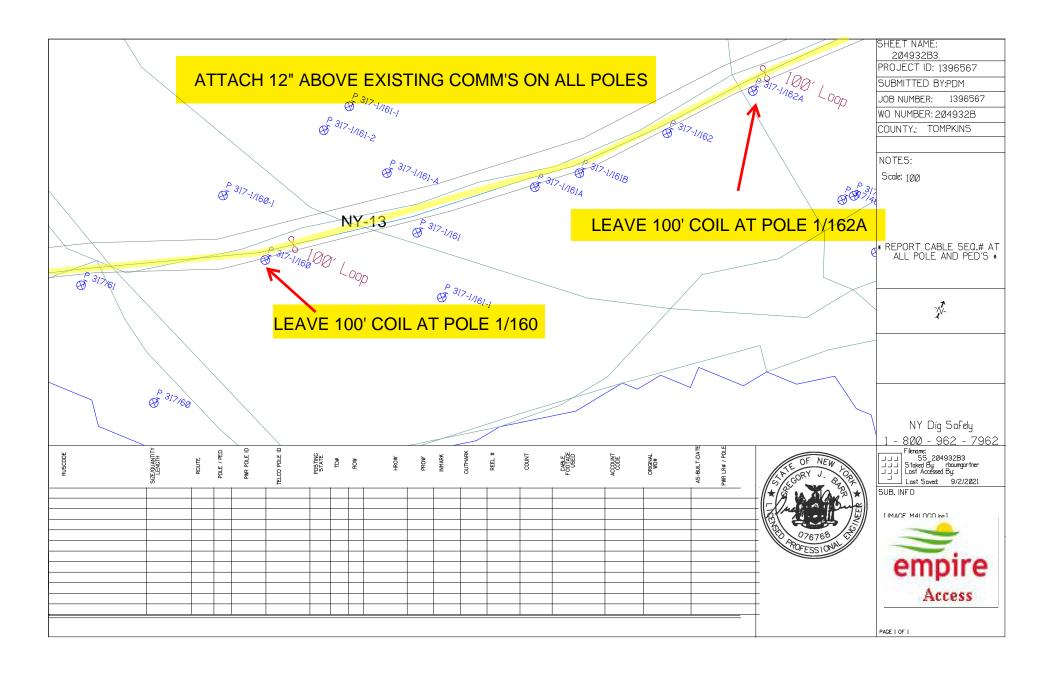


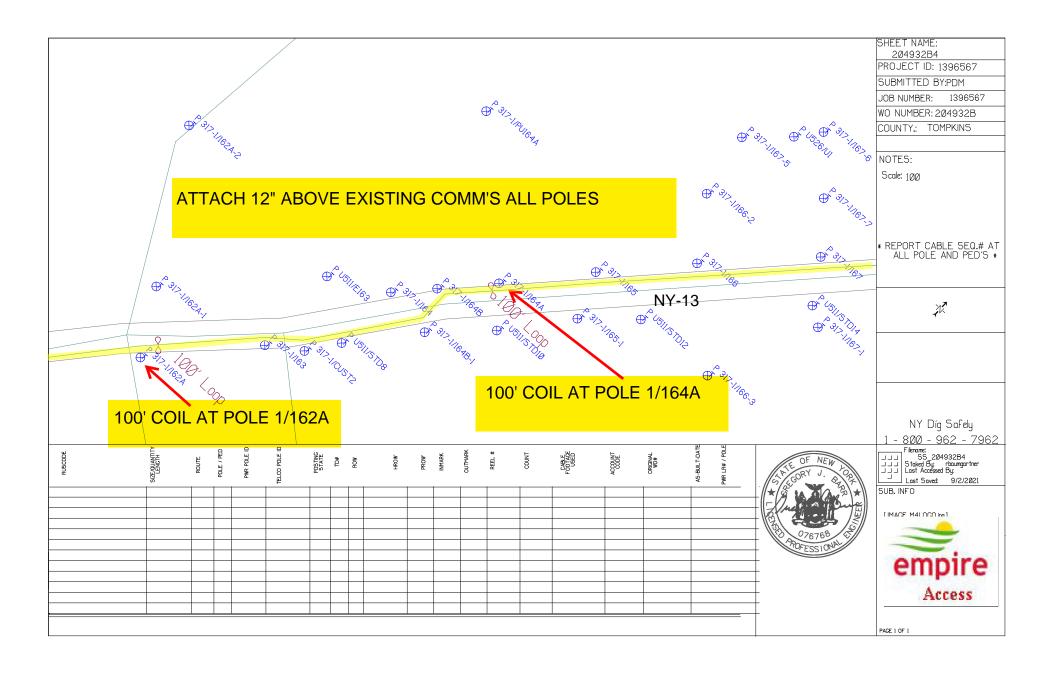
INDEX	X	TOTAL NUMBER OF SHEETS 259
SHEET NUMBER	DESCRIPTION	
2-58	ITHACA TO HANDSHAW RD	•
59-79	PERKINSVILLE	
80-109	PULTENEY TO BRANCHPORT OVERLASH	
110-220	WATKINS TO ITHACA	
221-253	WELLSBURG TO SAYRE, EASTBOUND	
254-259	WELLSBURG WESTBOUND	

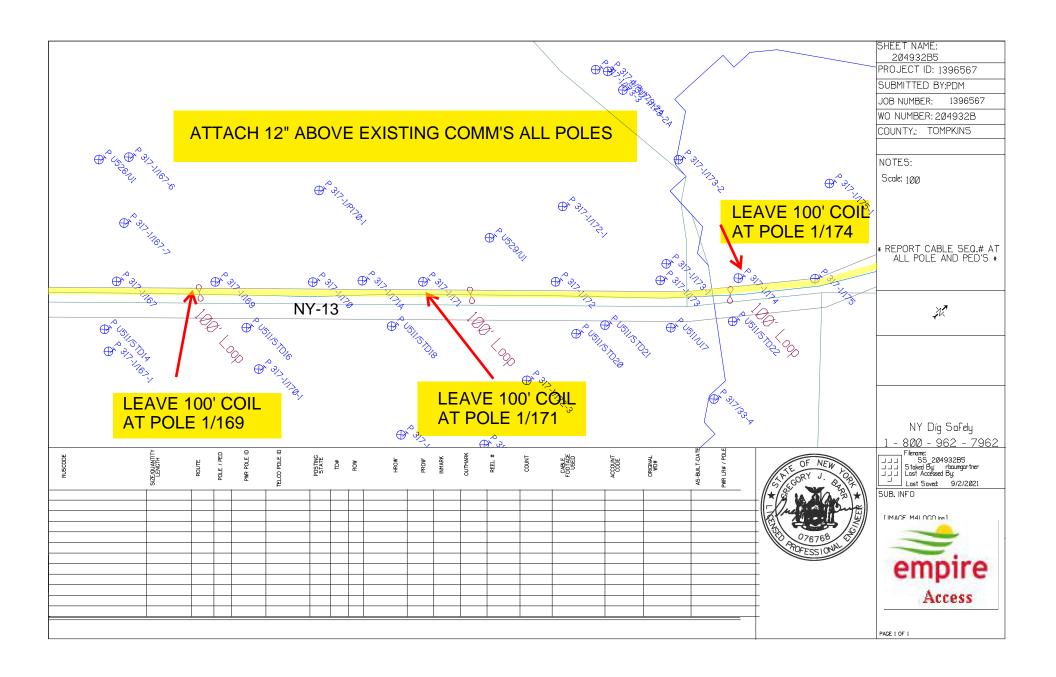


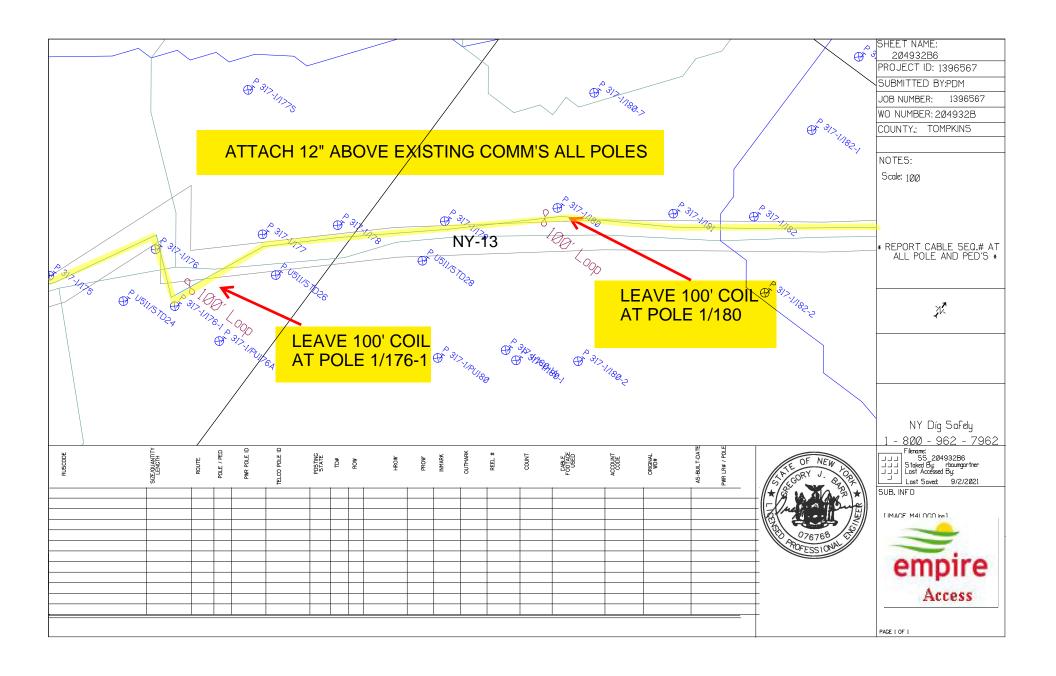
Ithaca- Hanshaw Rd, Diversity Project:

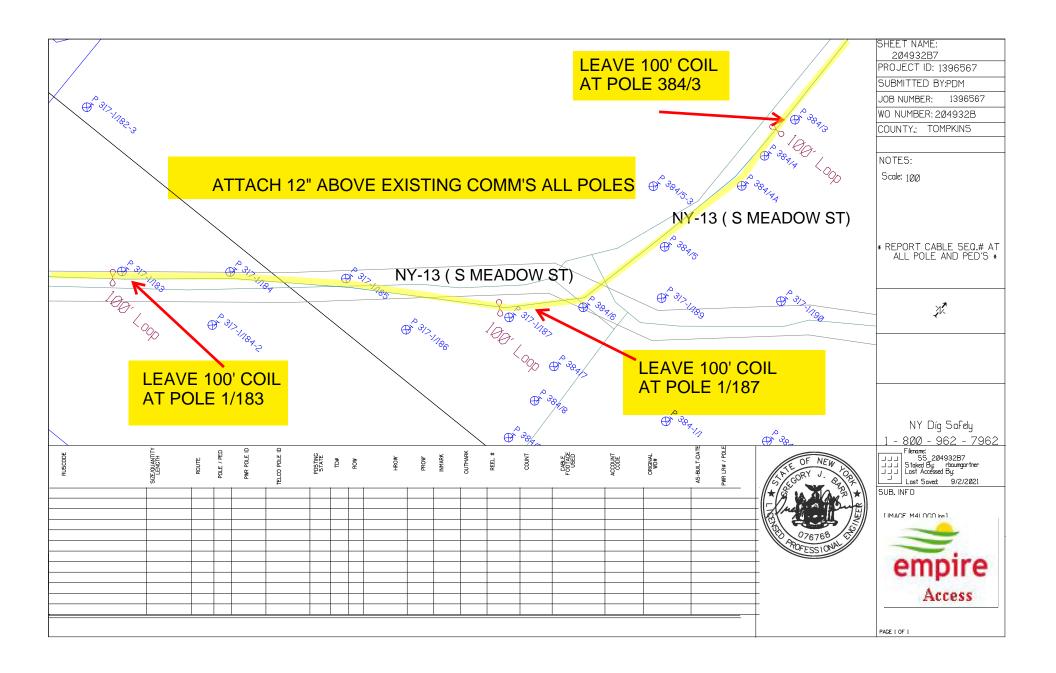
- -APPROXIMATELY 80,000' OF NEW STRAND AND 144 FIBER.
- -APPROX 2,000' OF UNDERGROUND 144 FIBER.
- -5 NEW POLE PLACEMENTS.
- -DOWNTOWN ITHACA TO VARIOUS LOCATIONS.

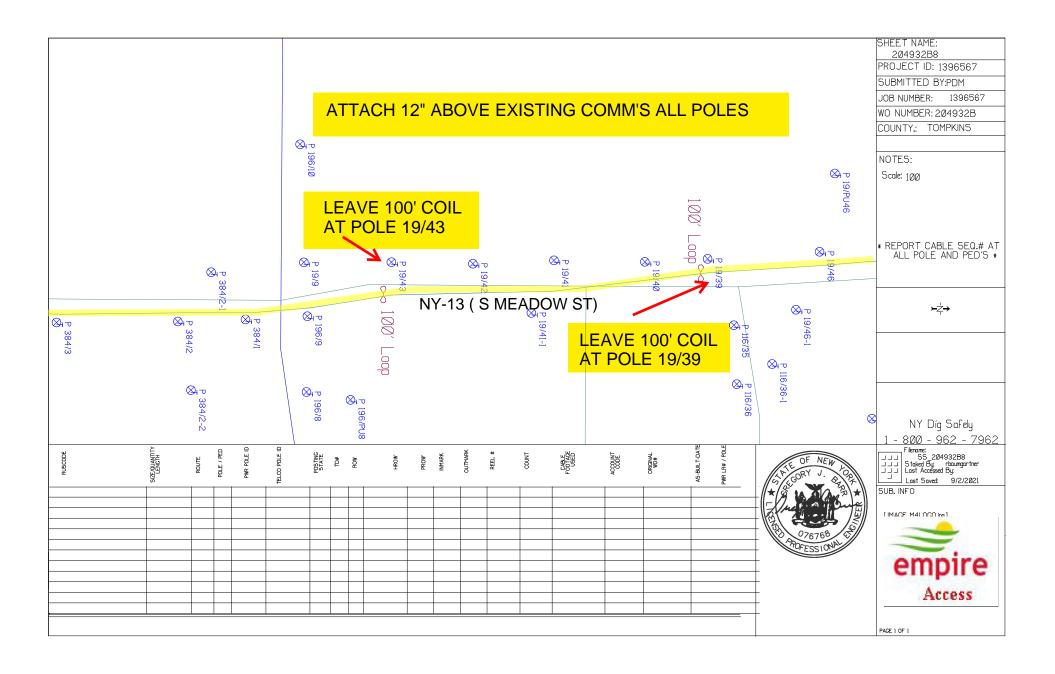


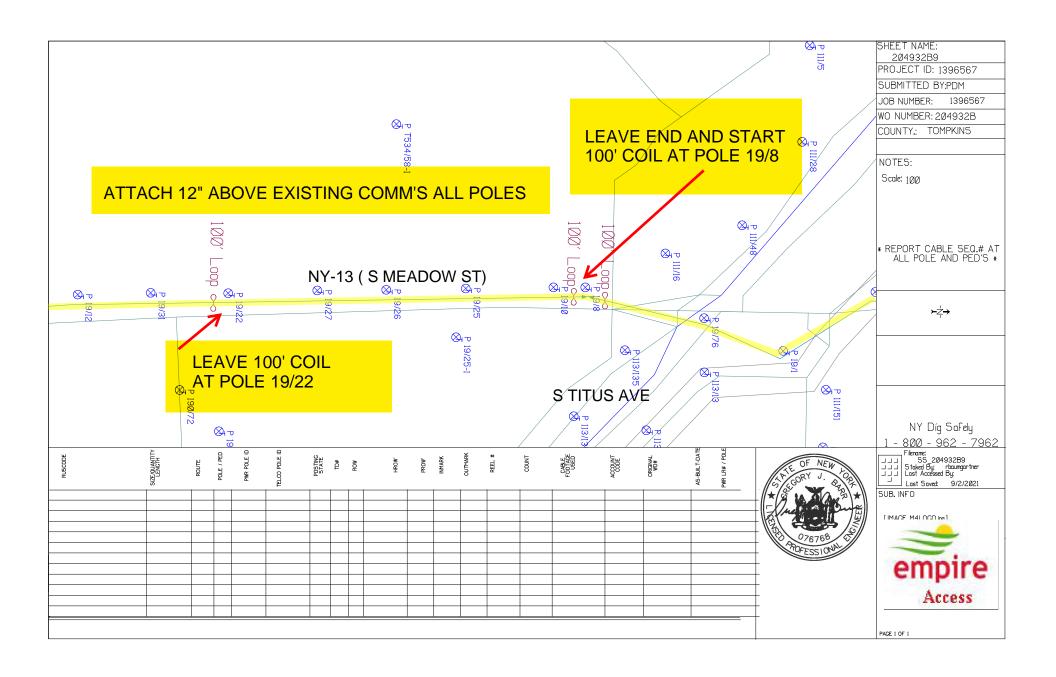


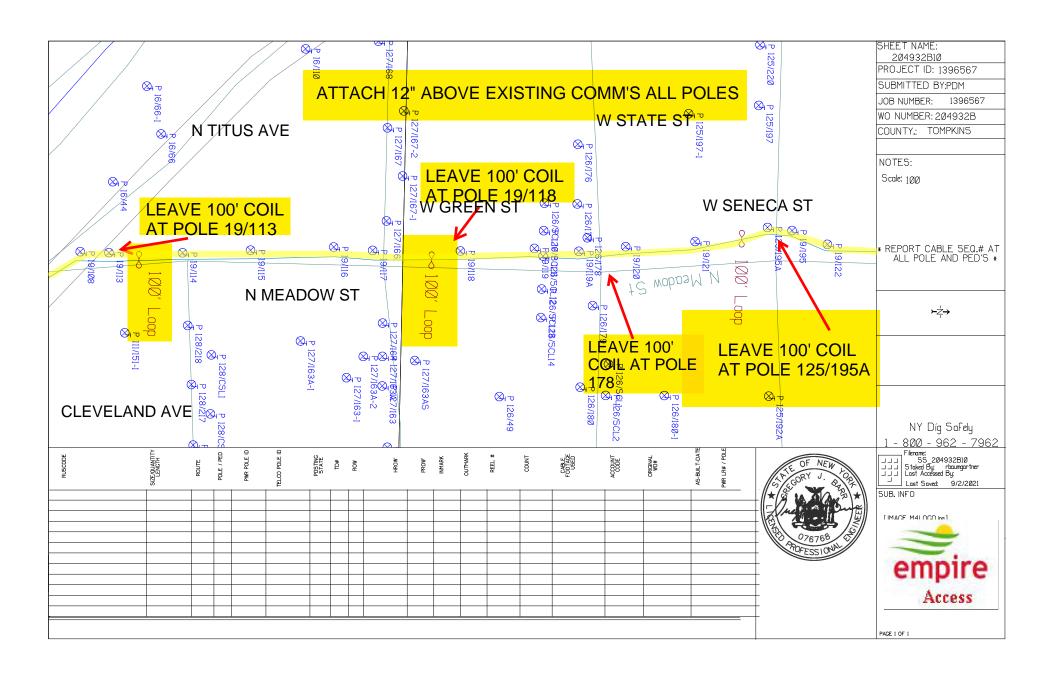


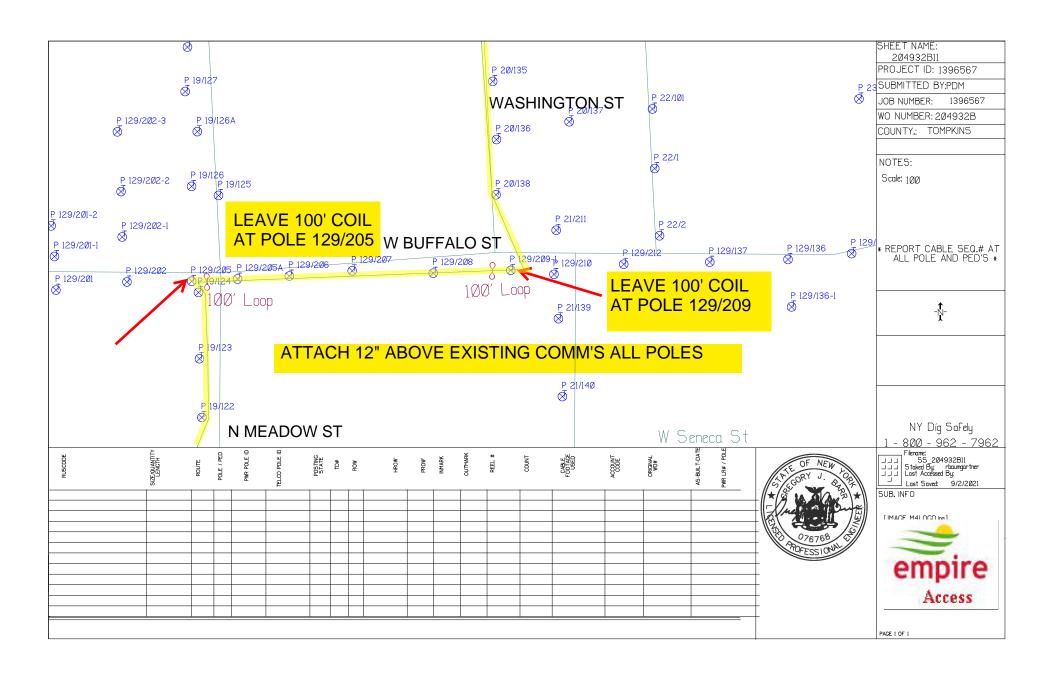


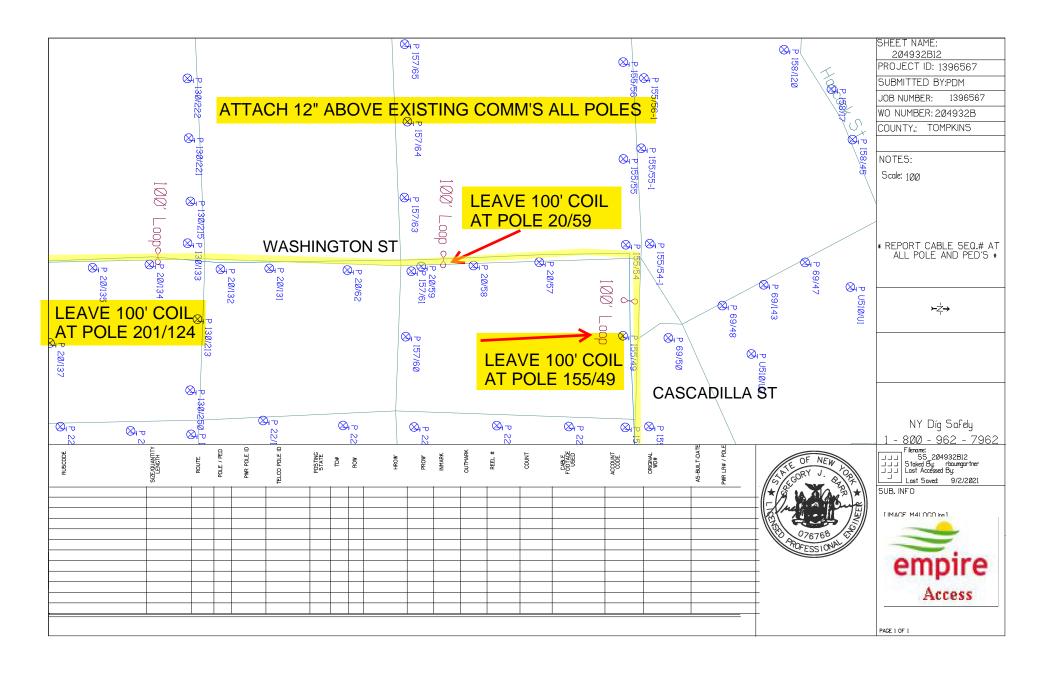


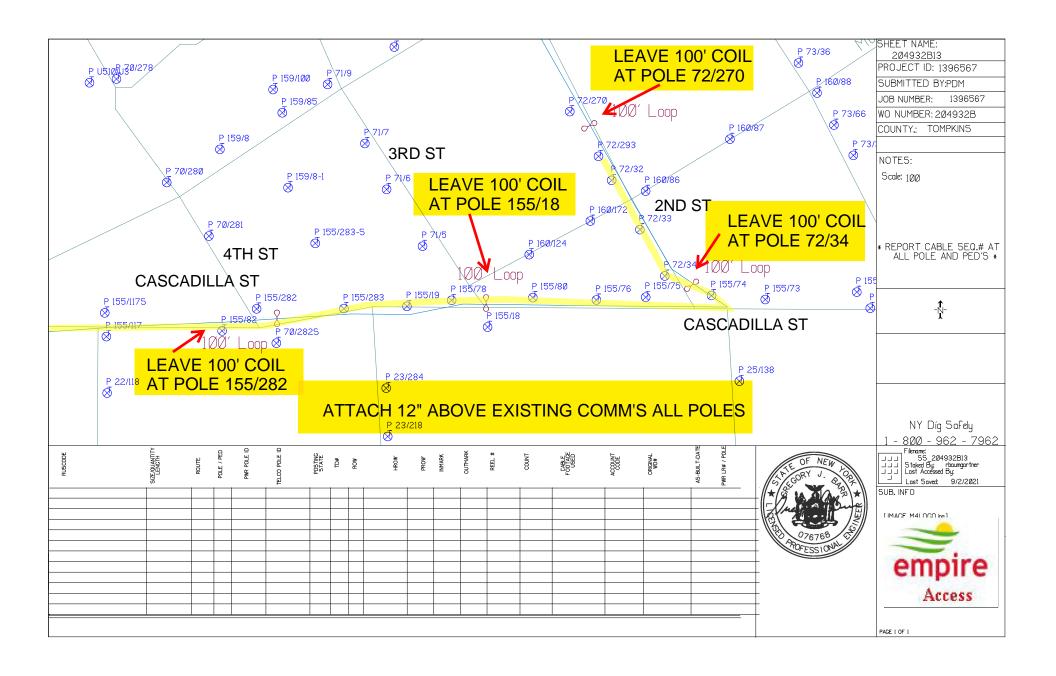


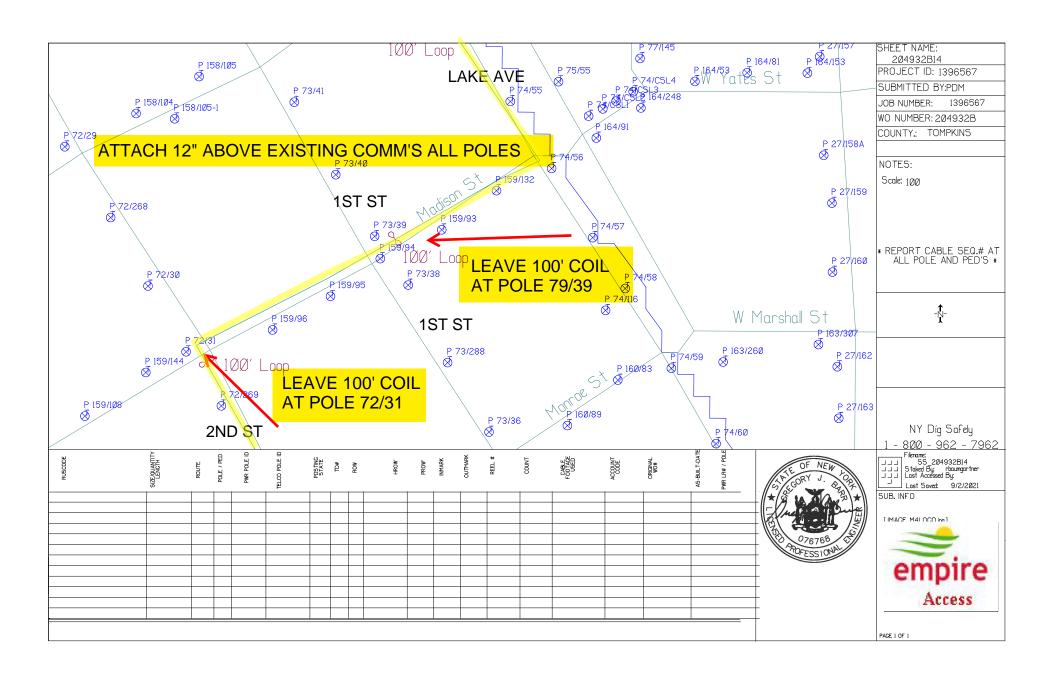


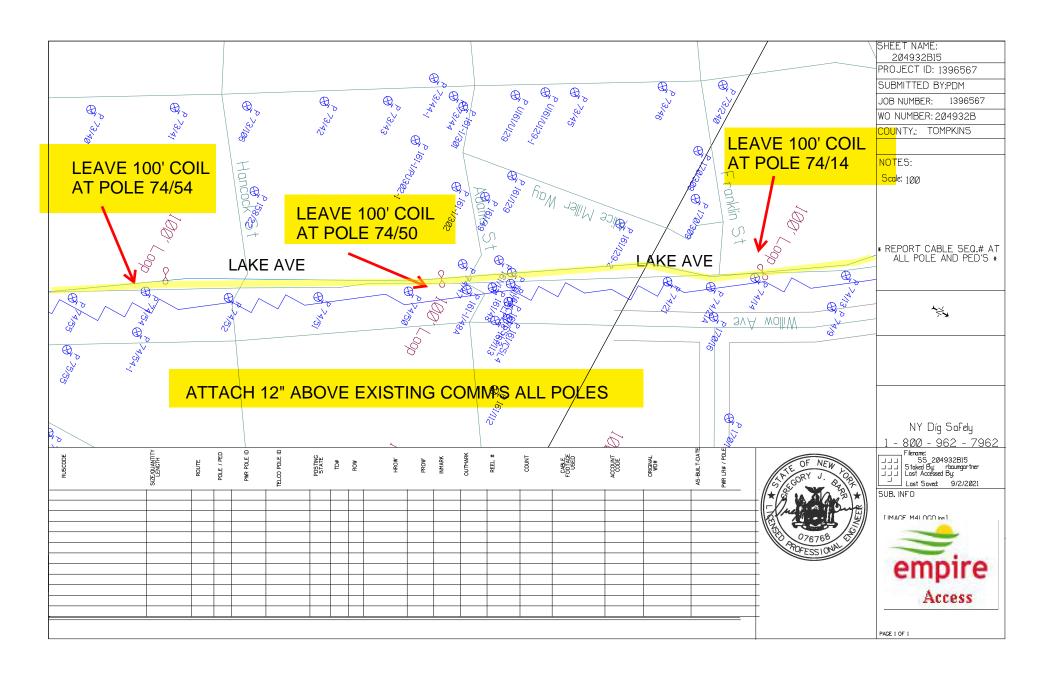


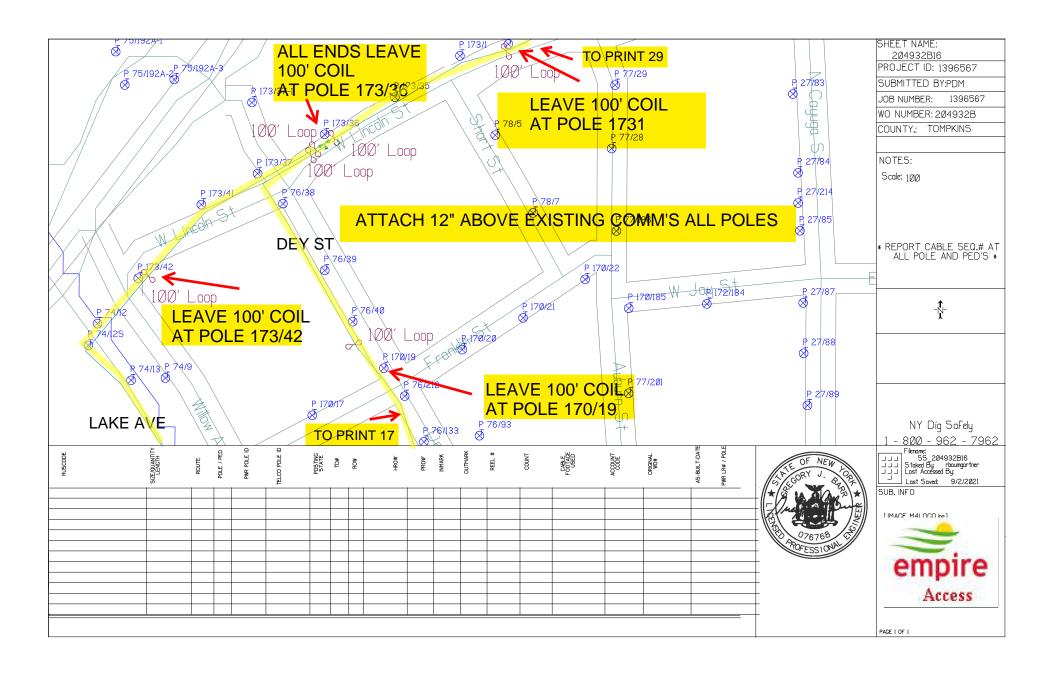


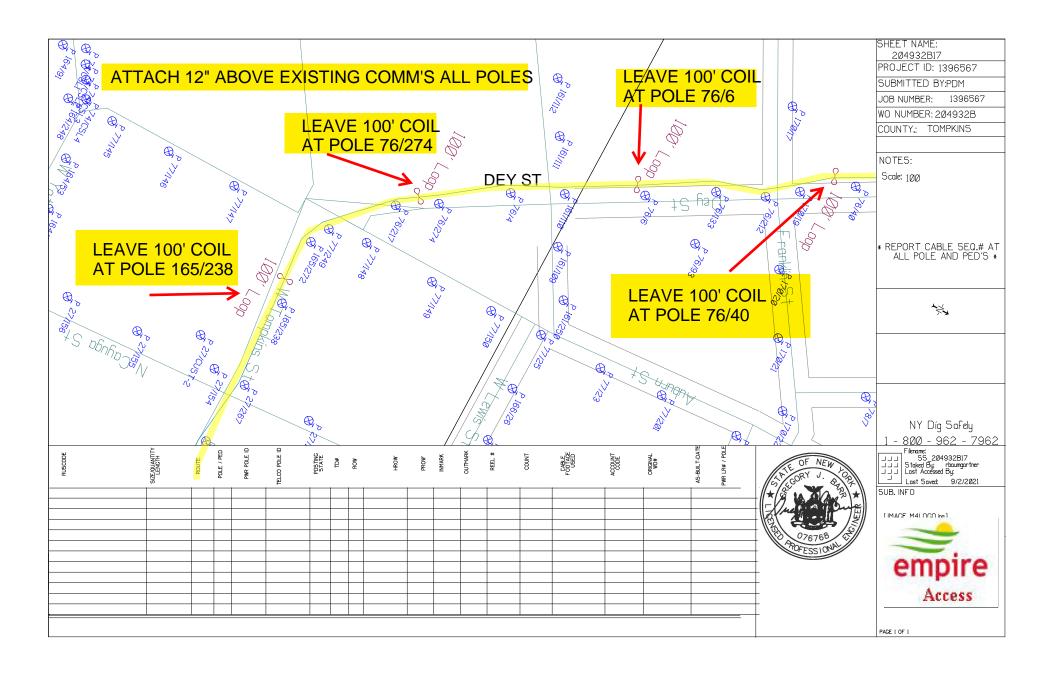


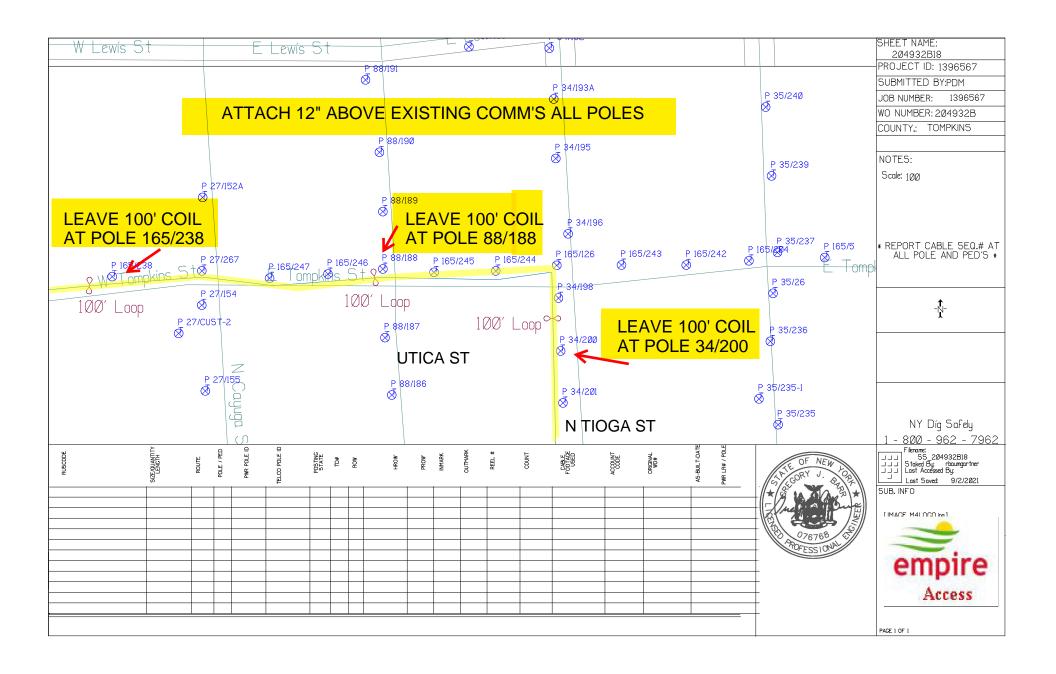


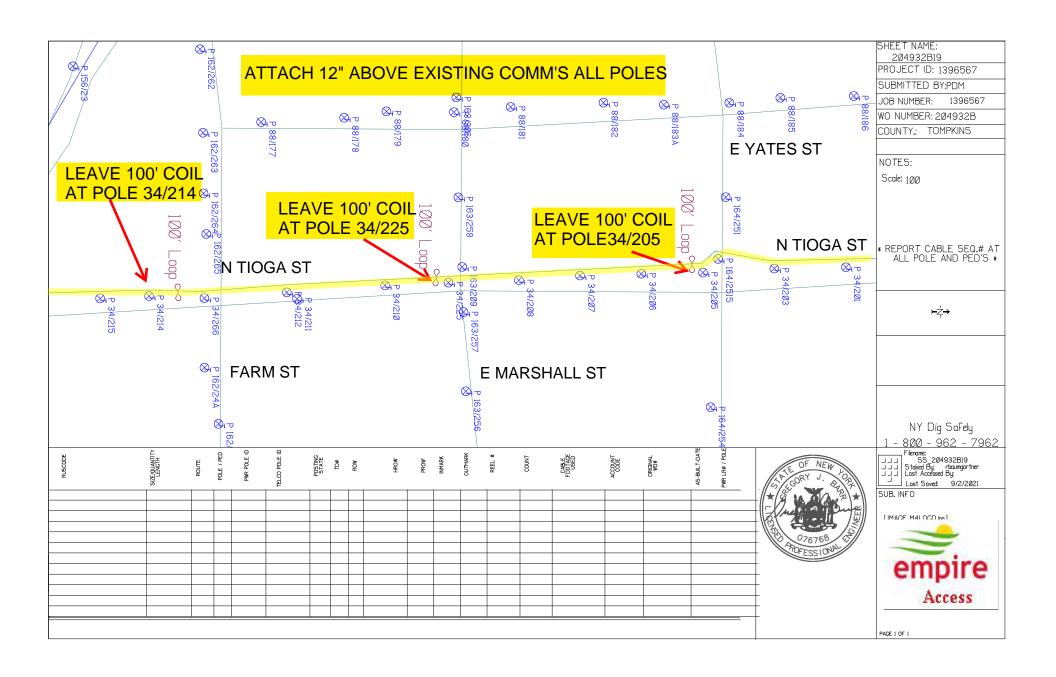


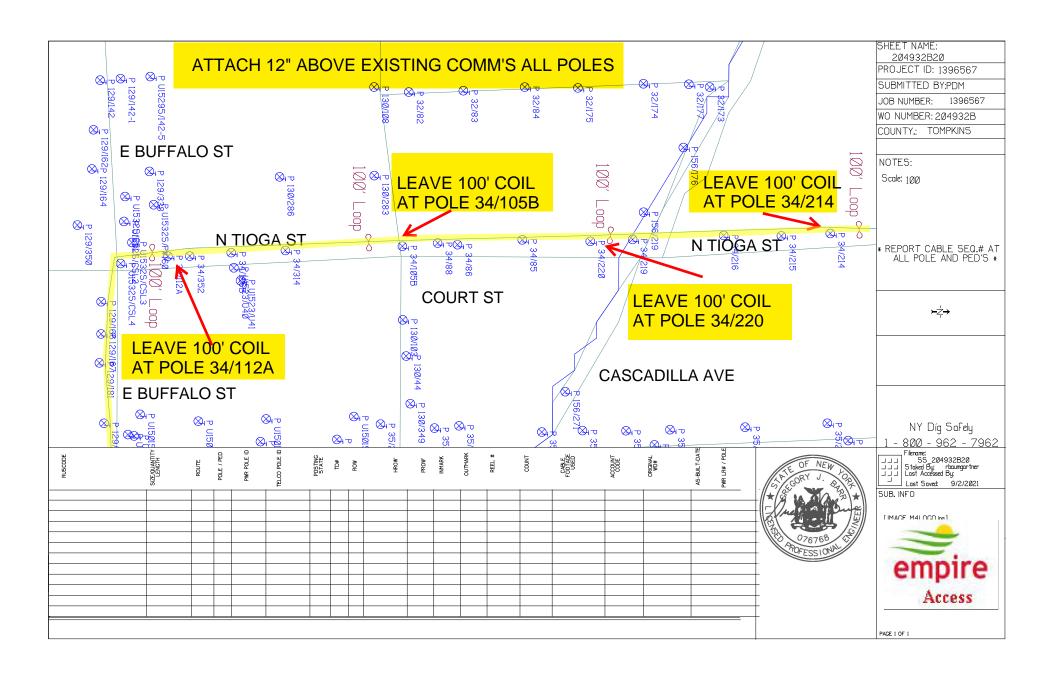


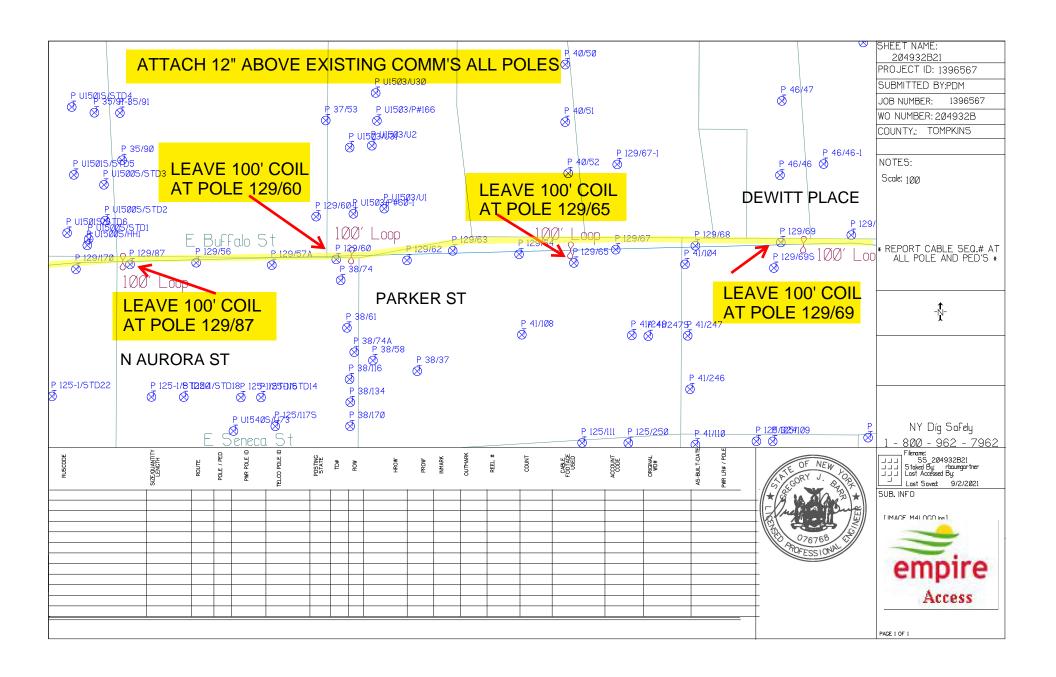


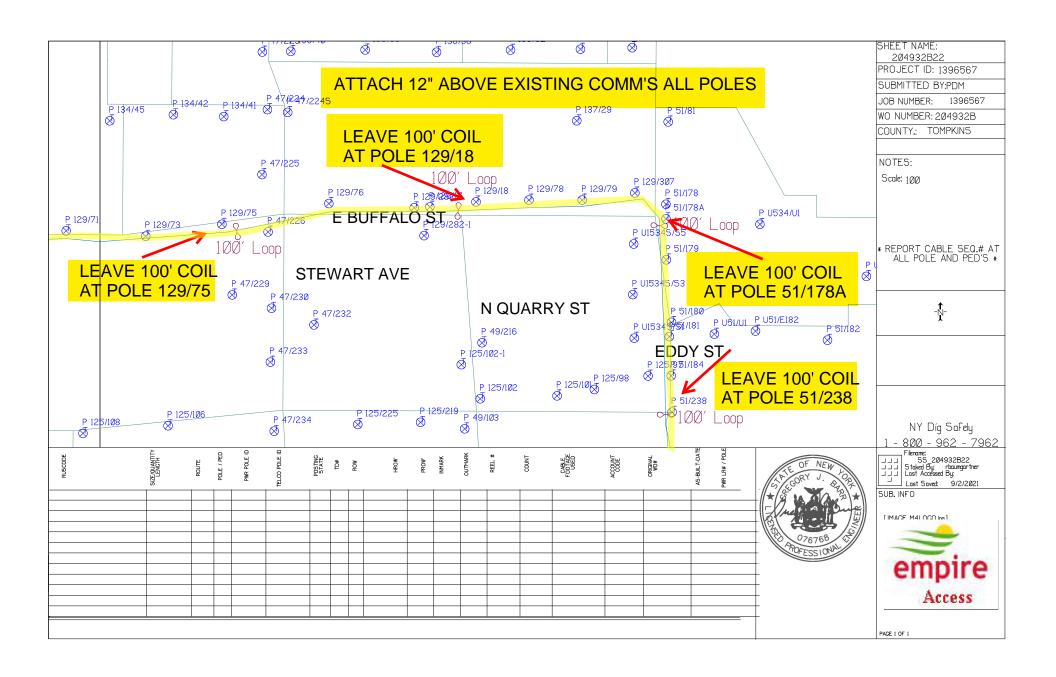


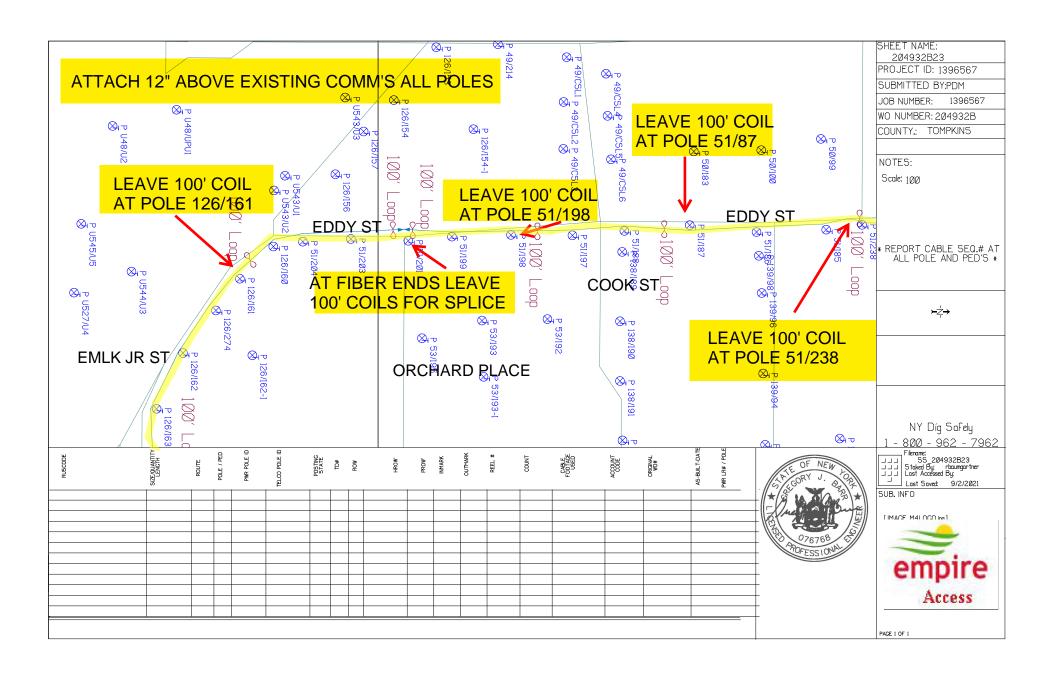


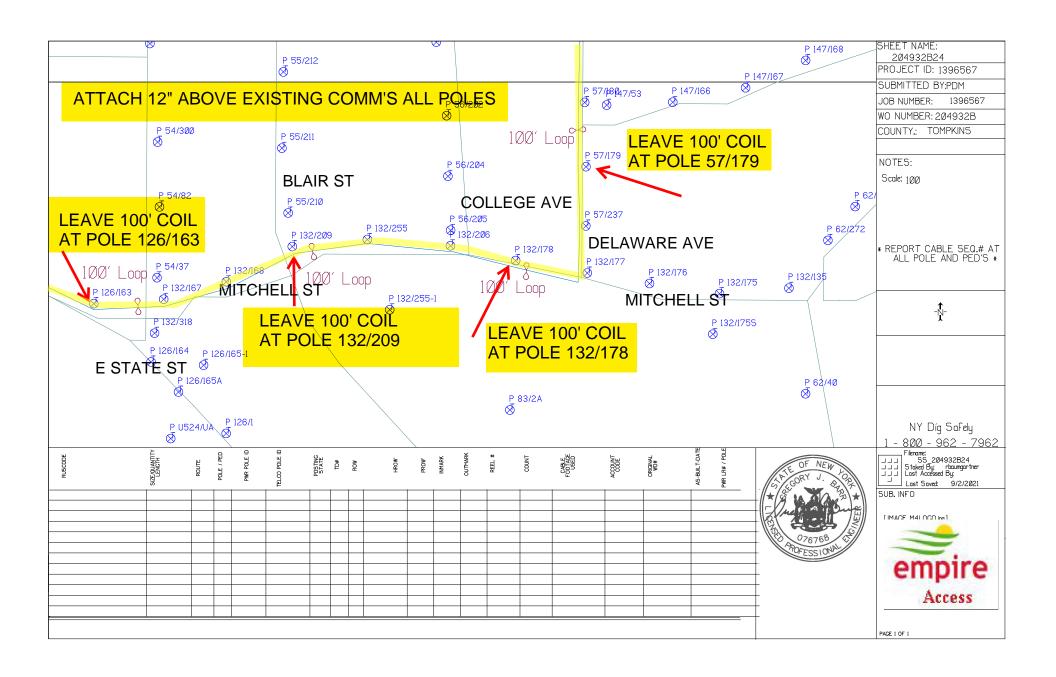


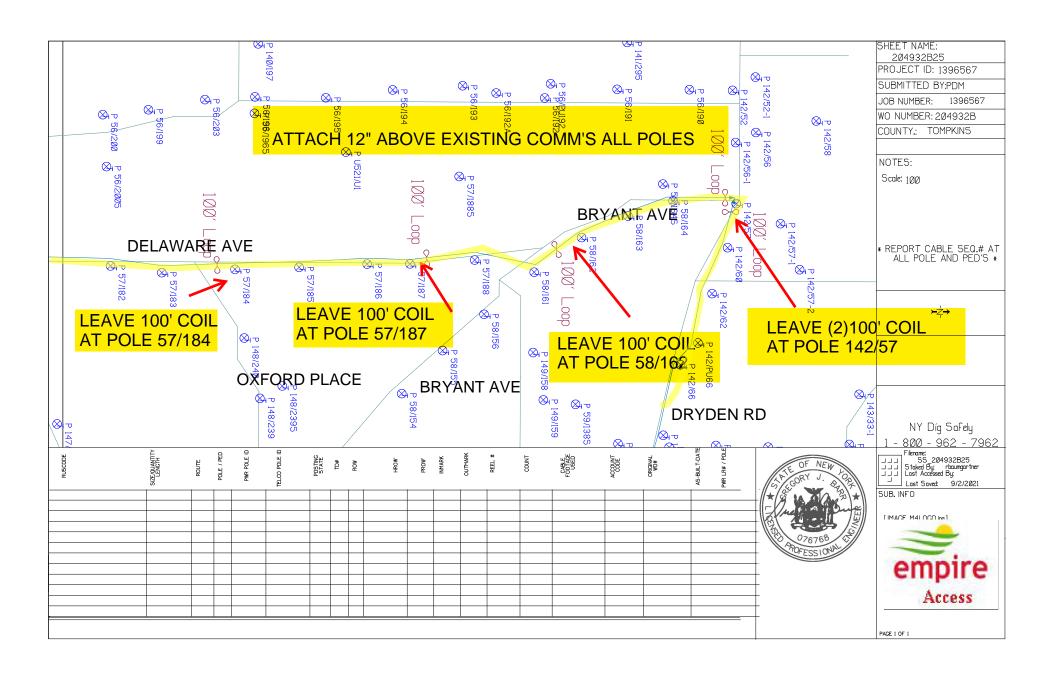


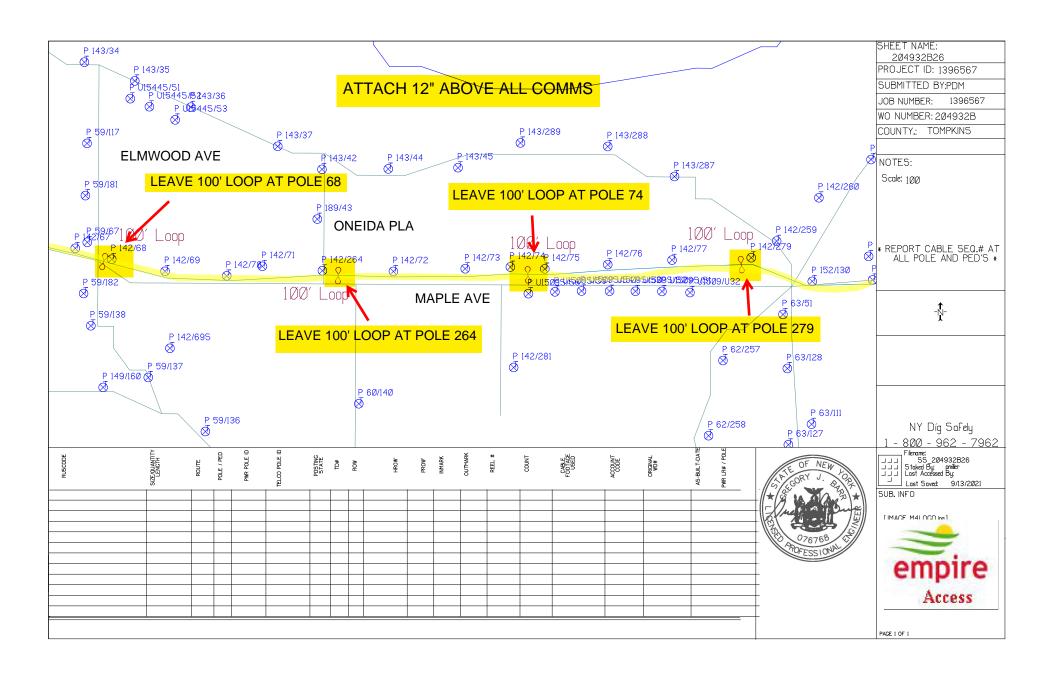


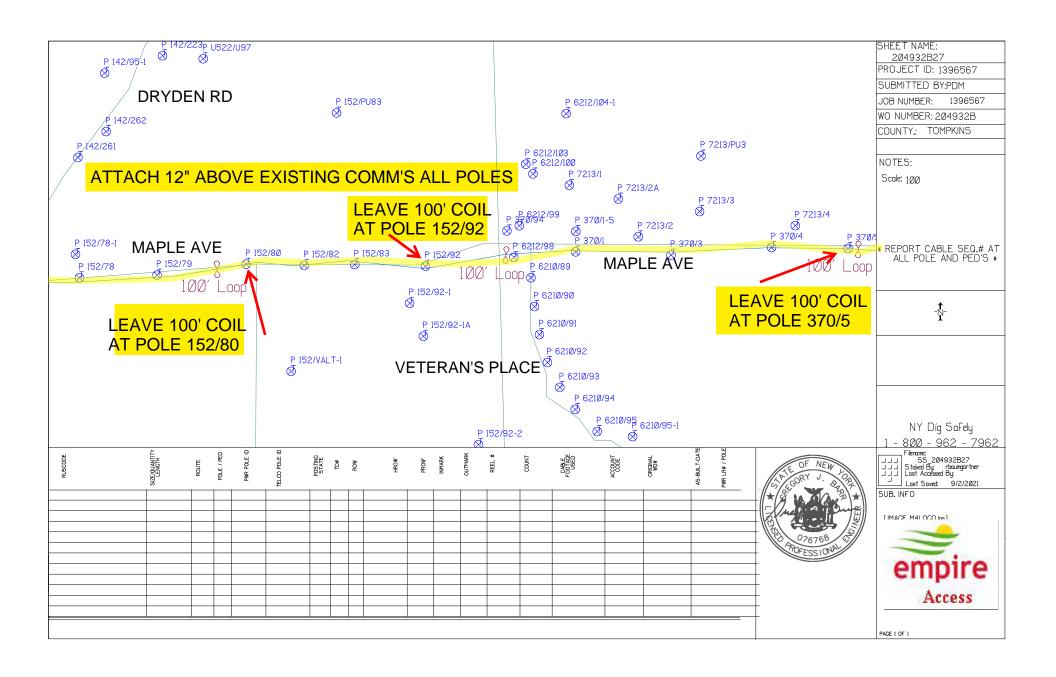


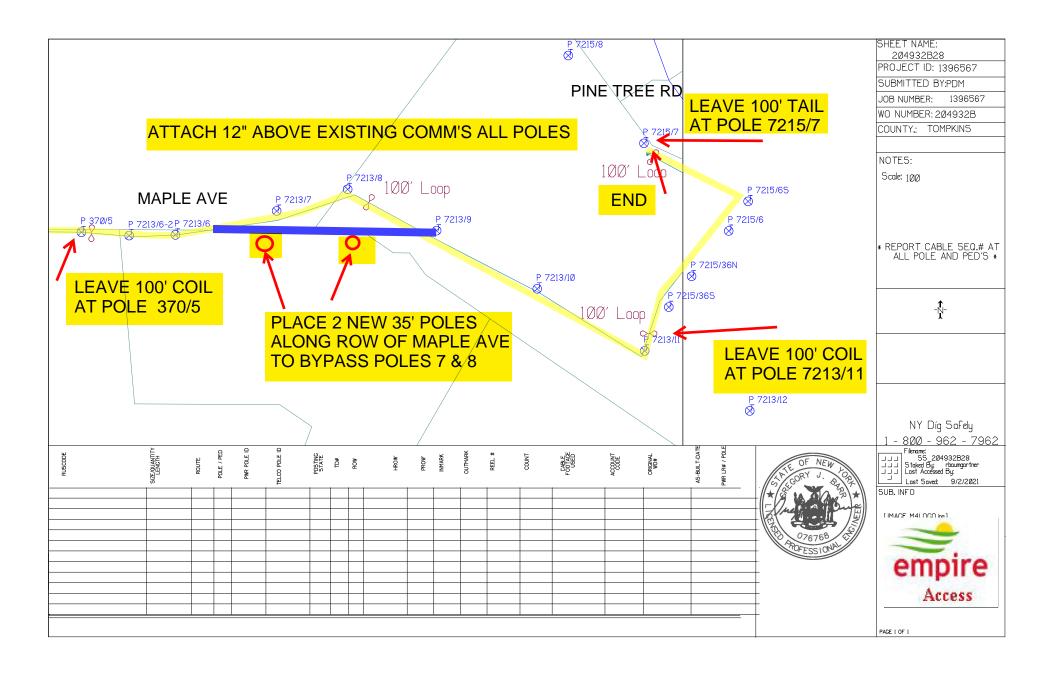


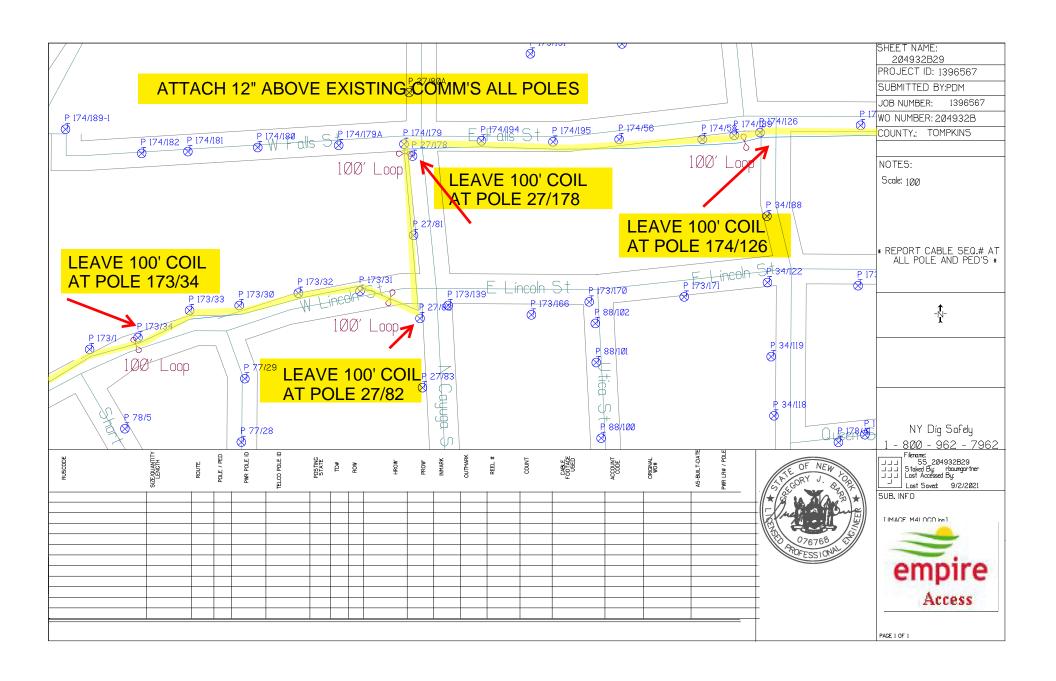


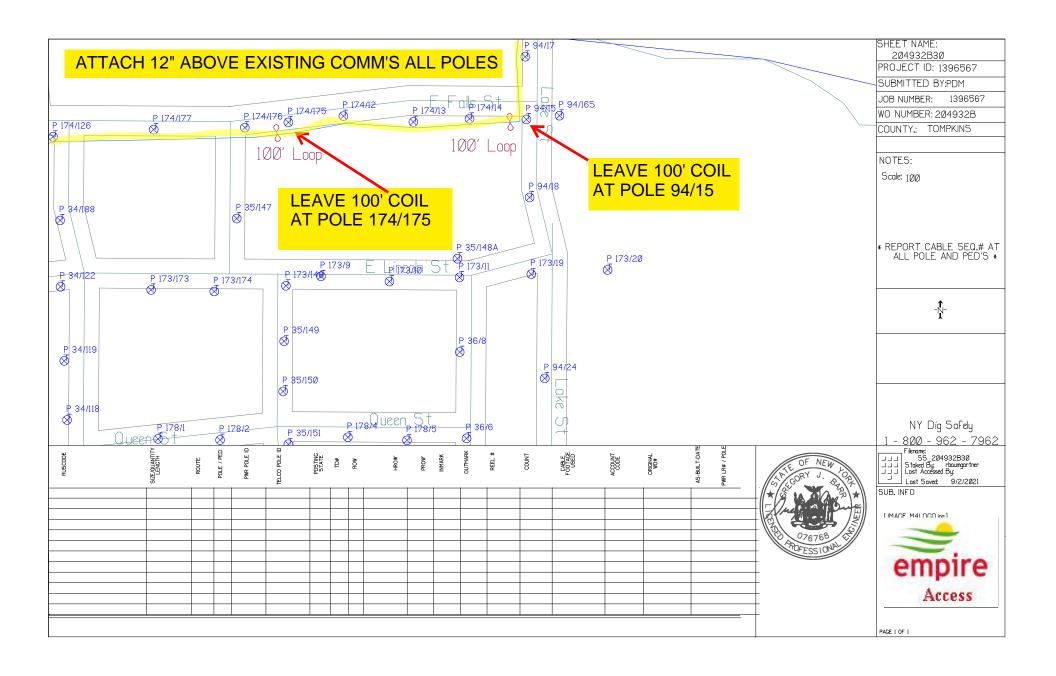


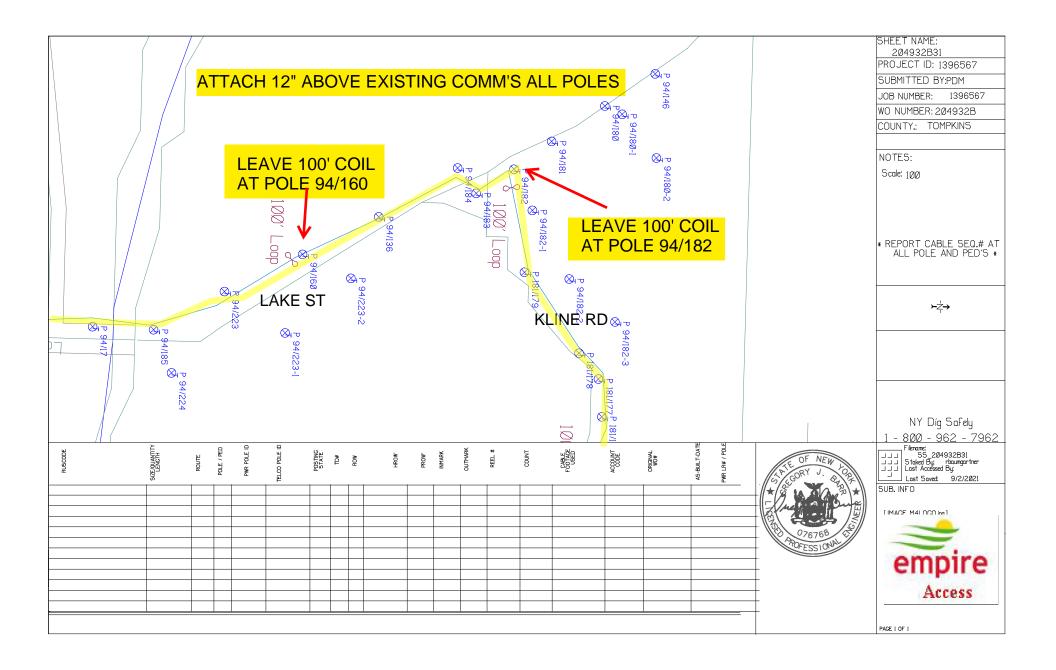


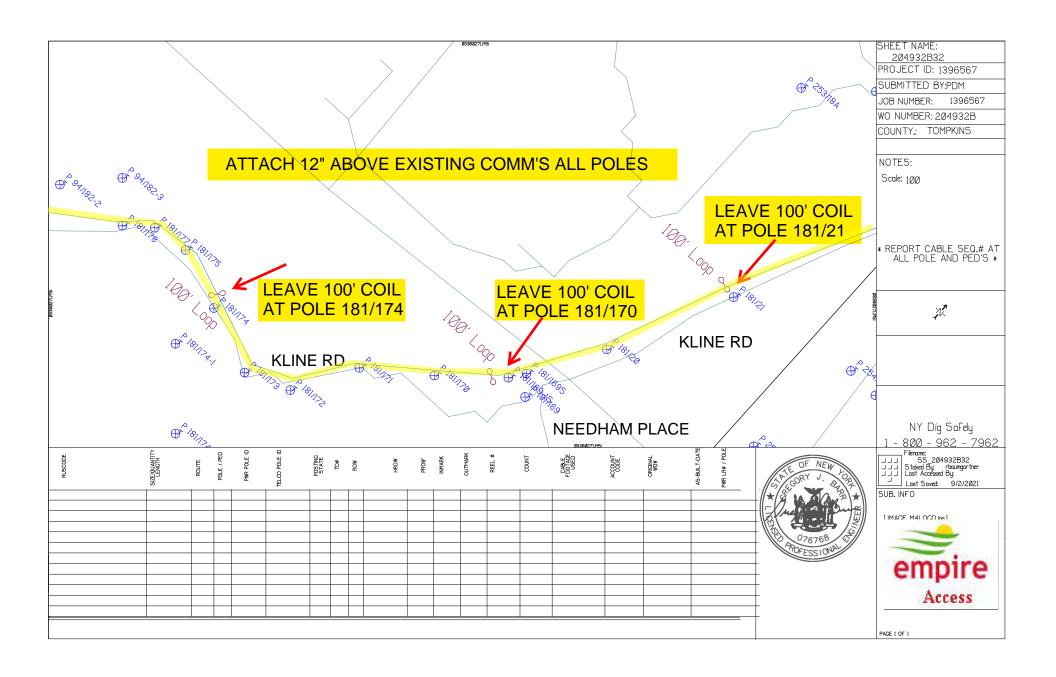


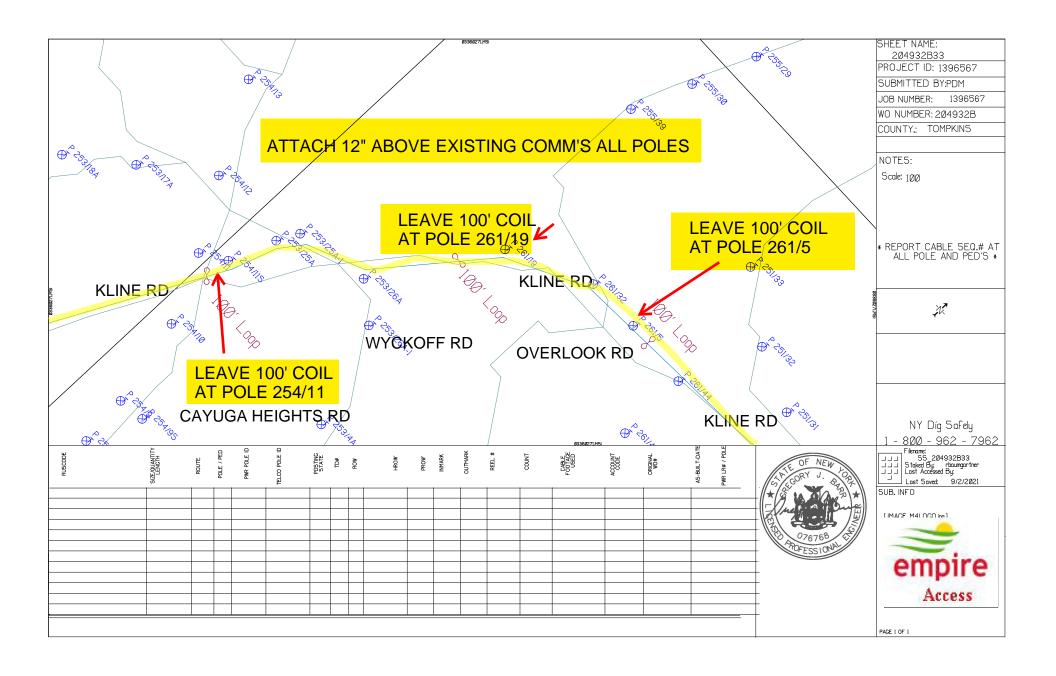


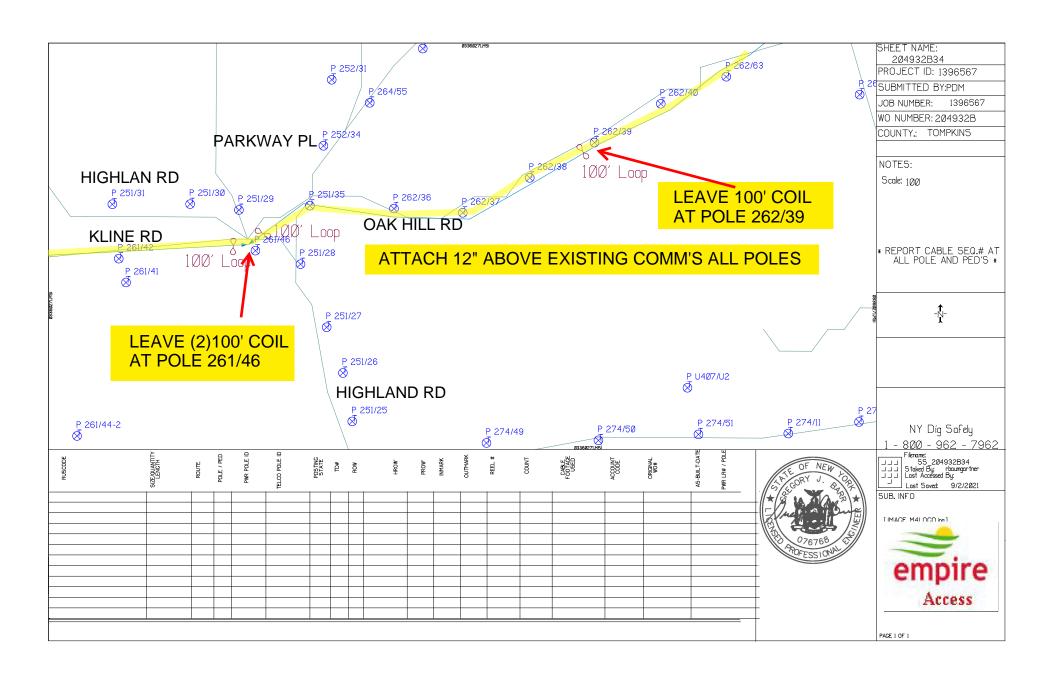


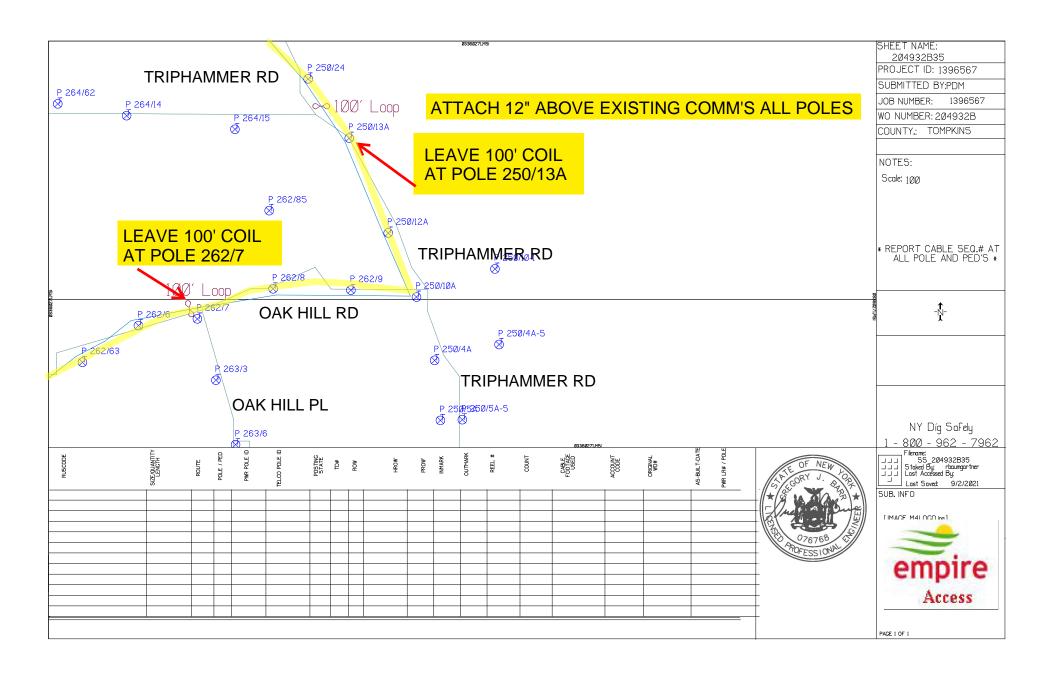


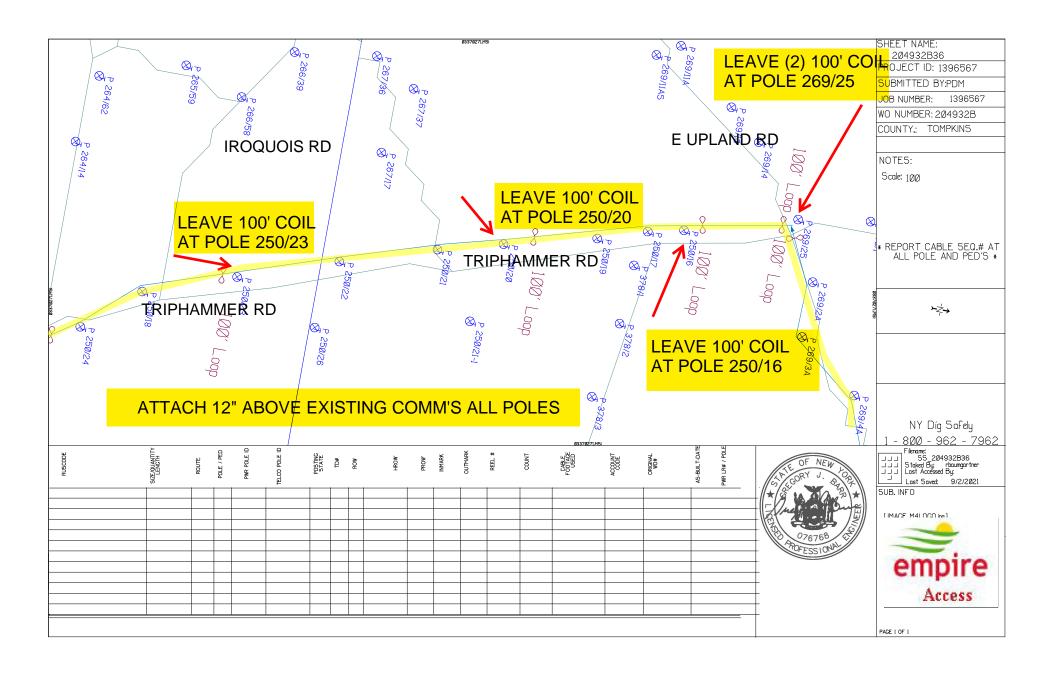


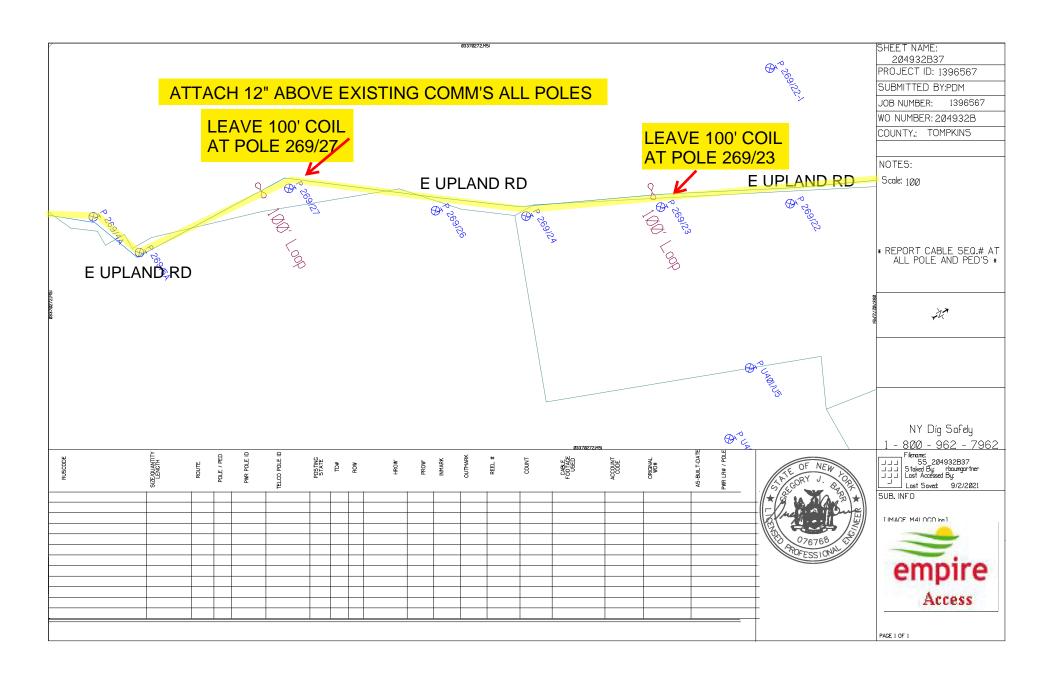


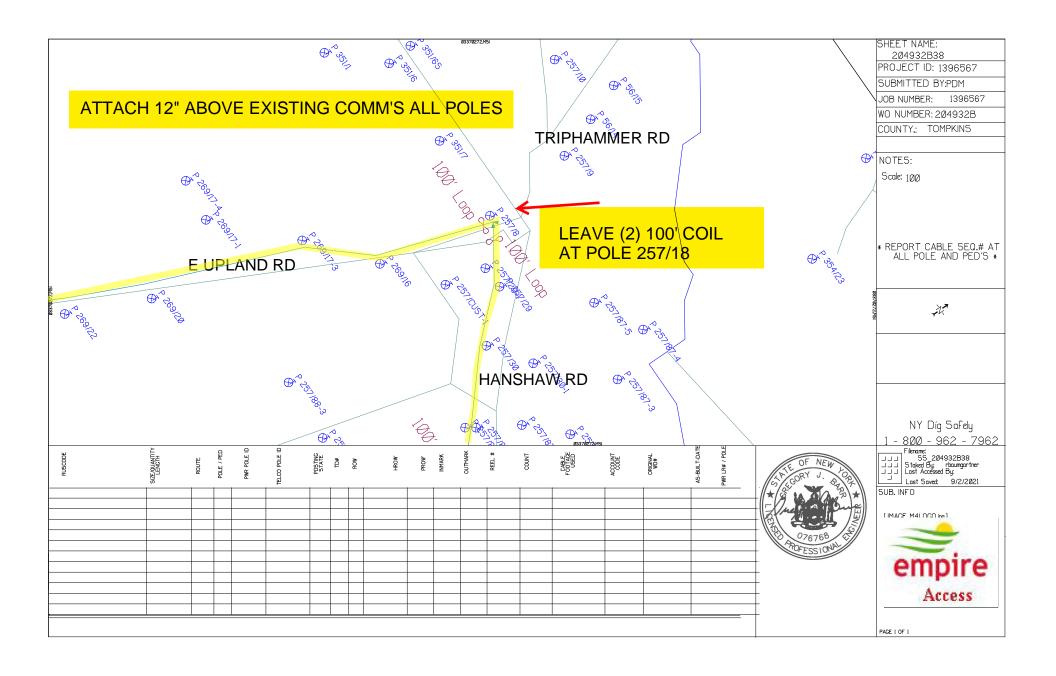


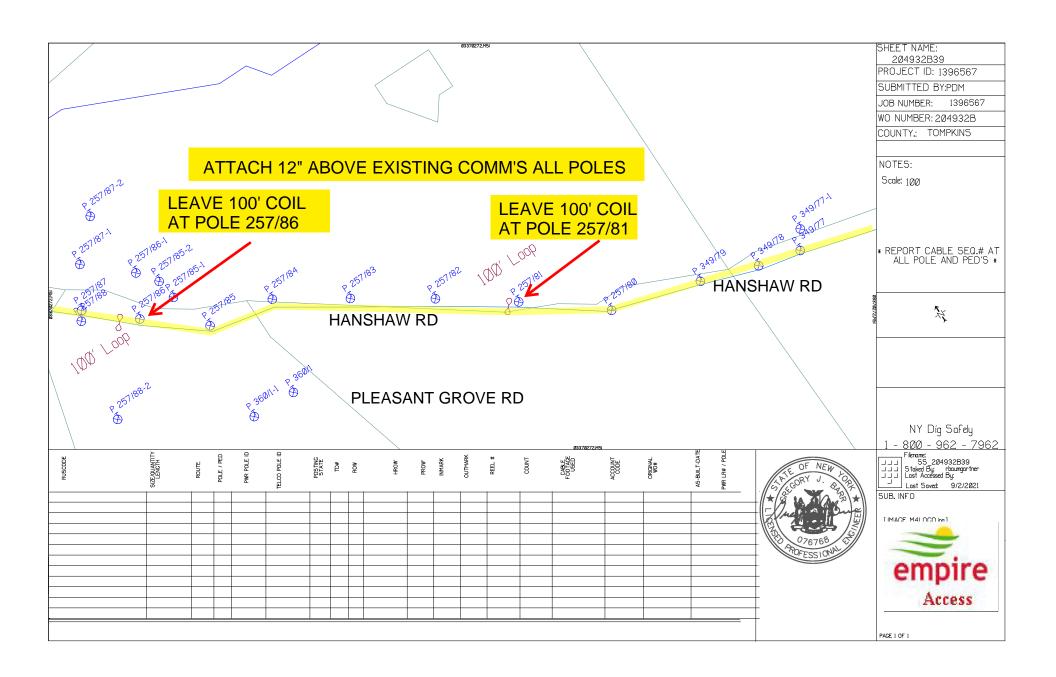


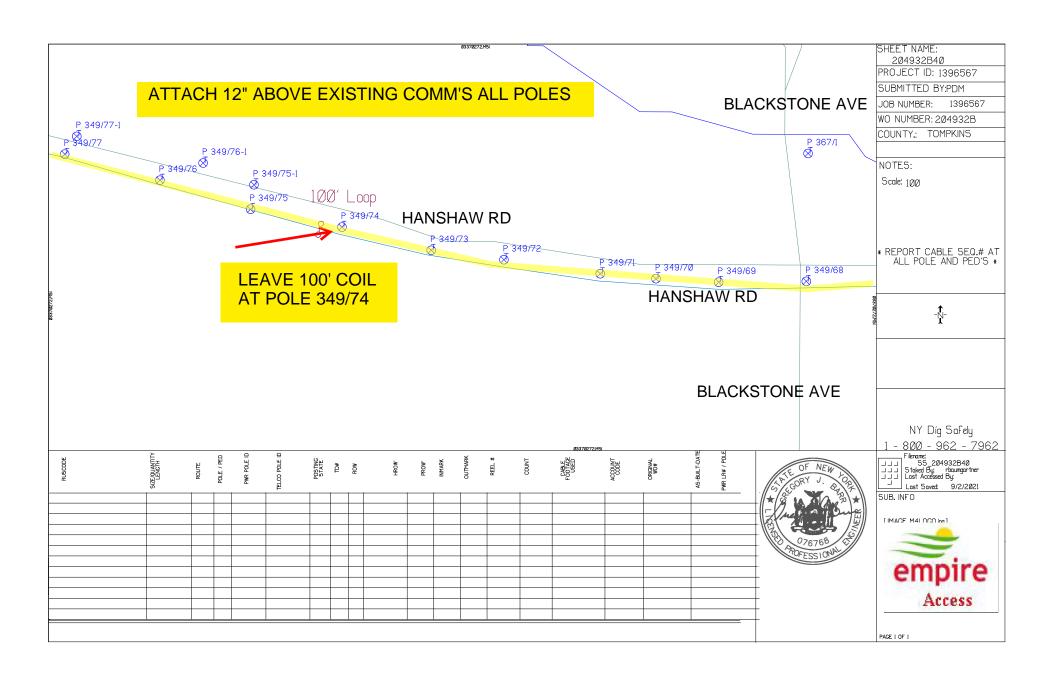


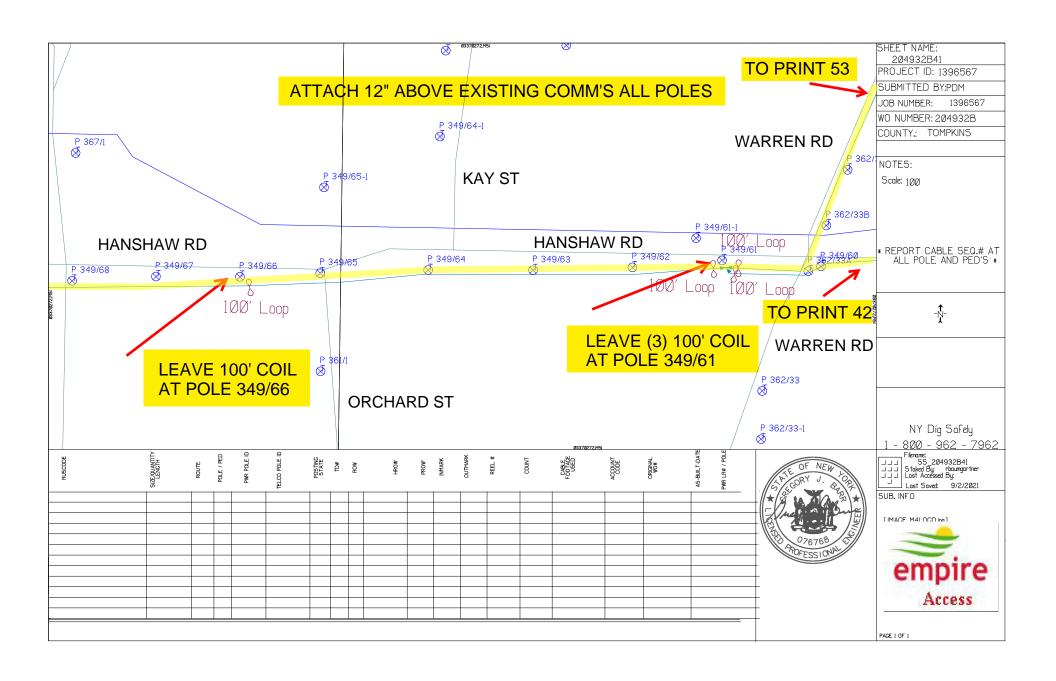


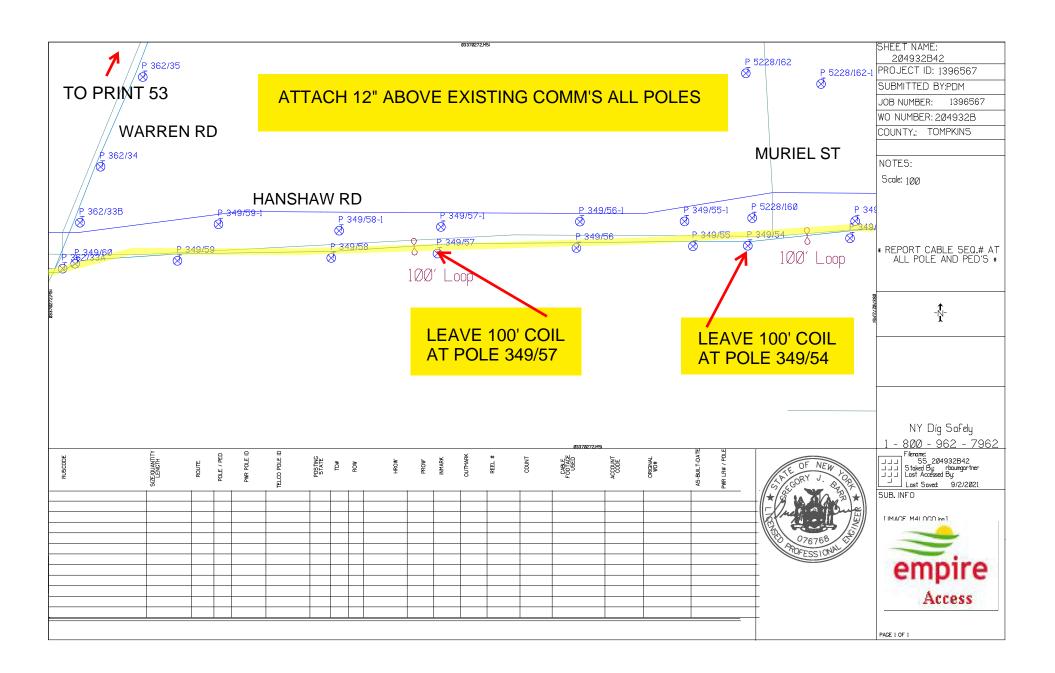


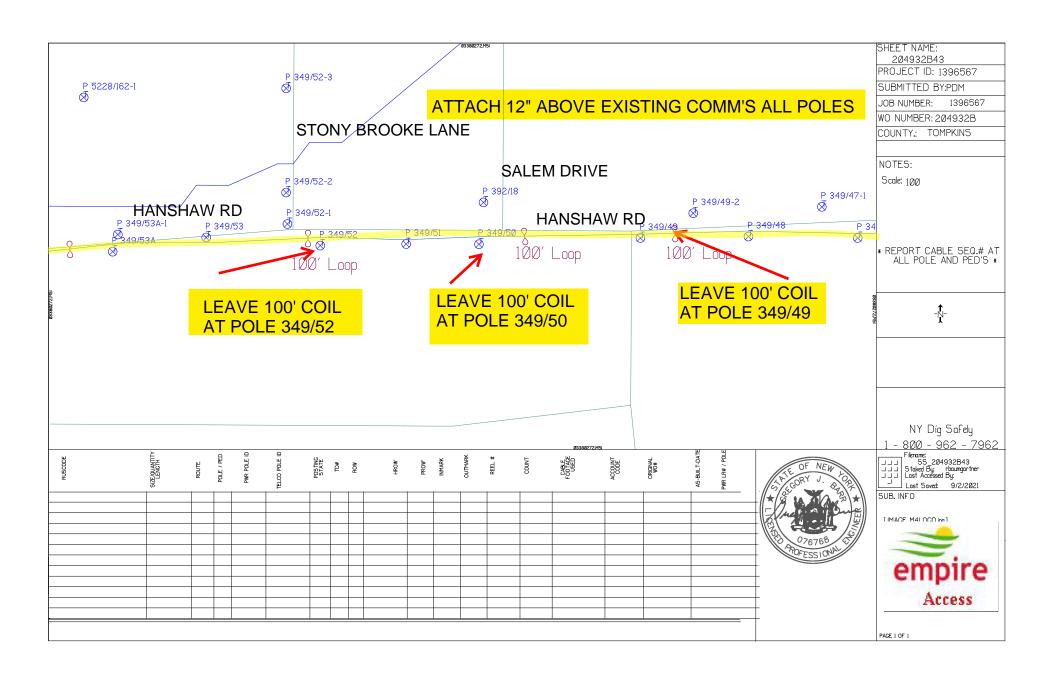


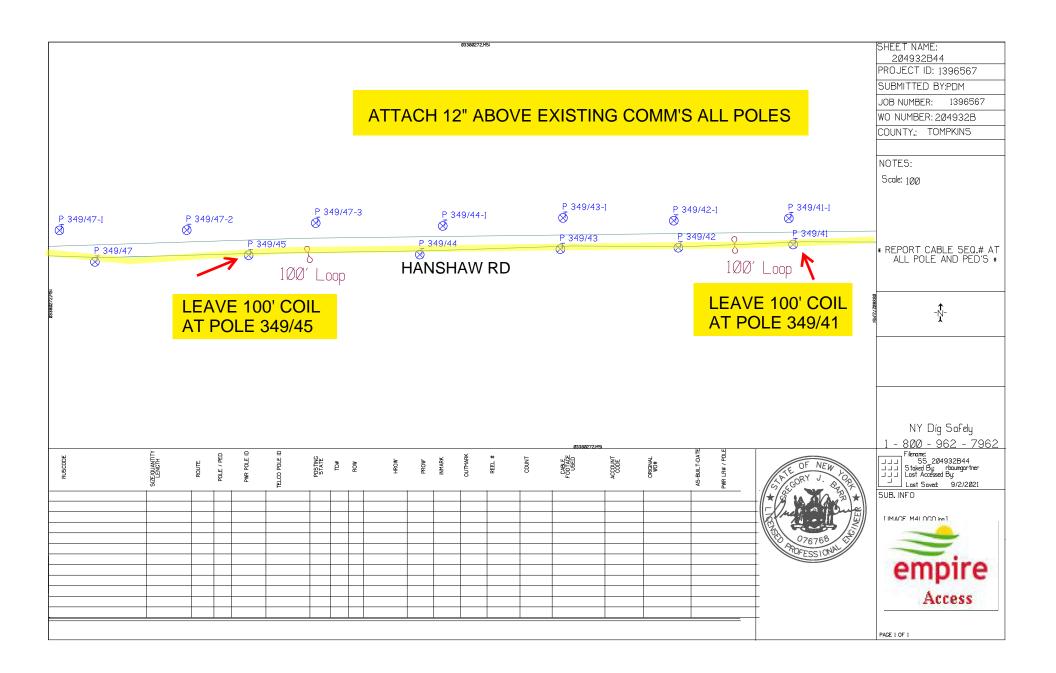


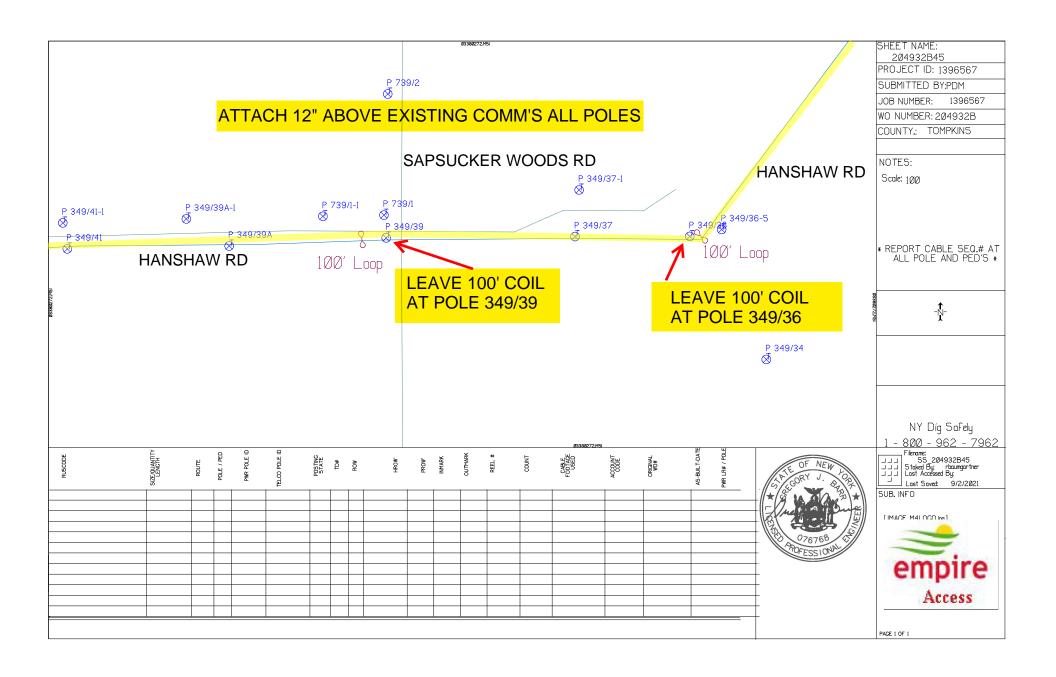


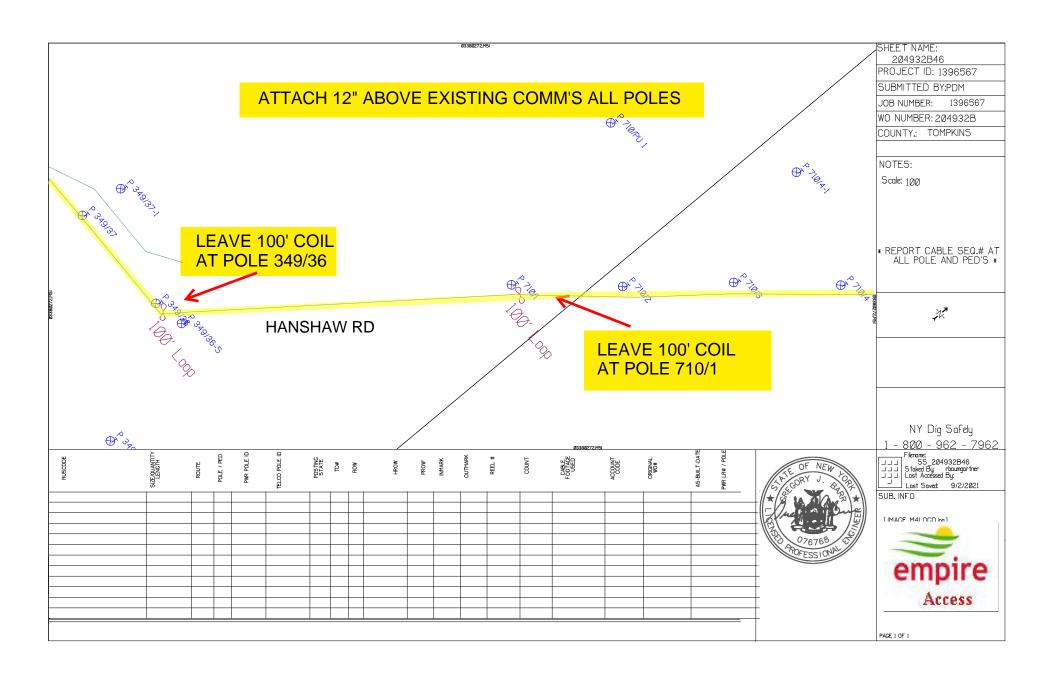


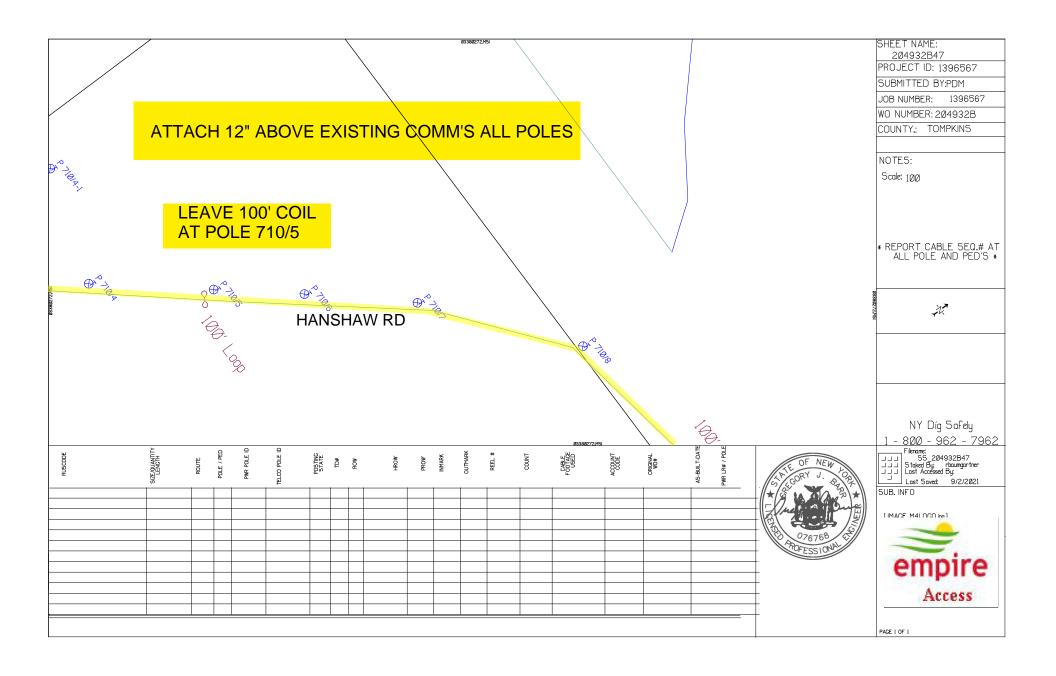


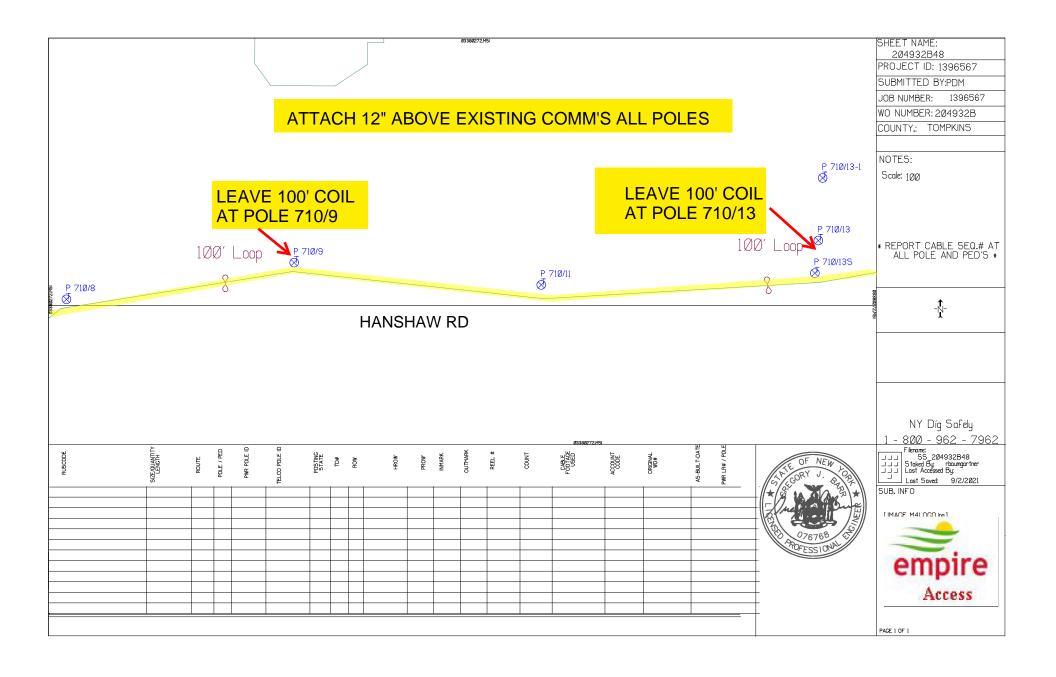


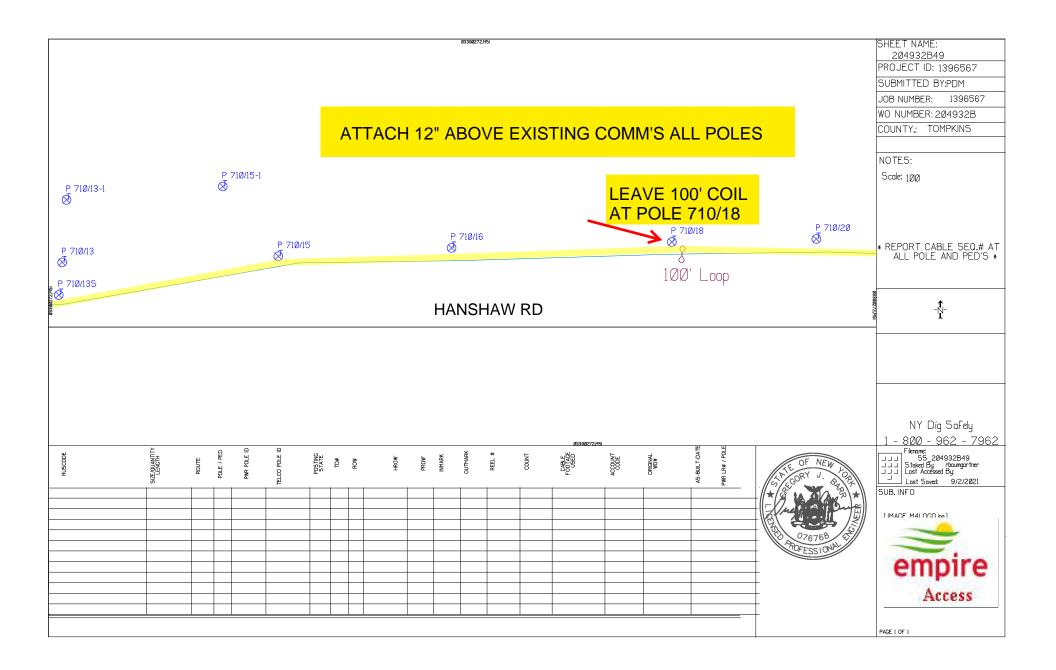


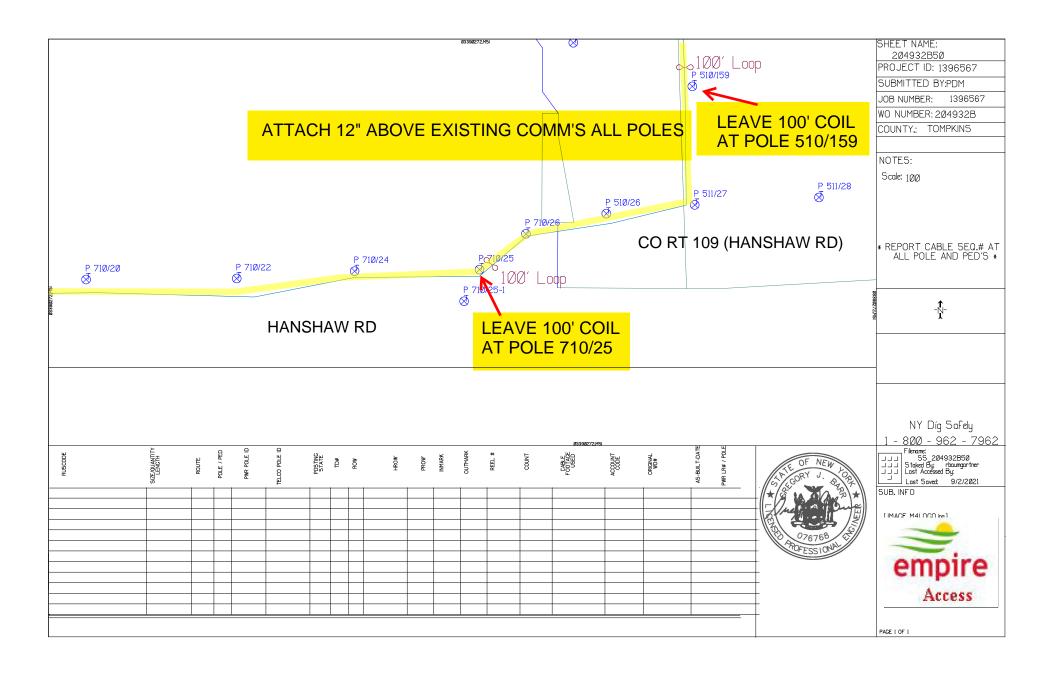


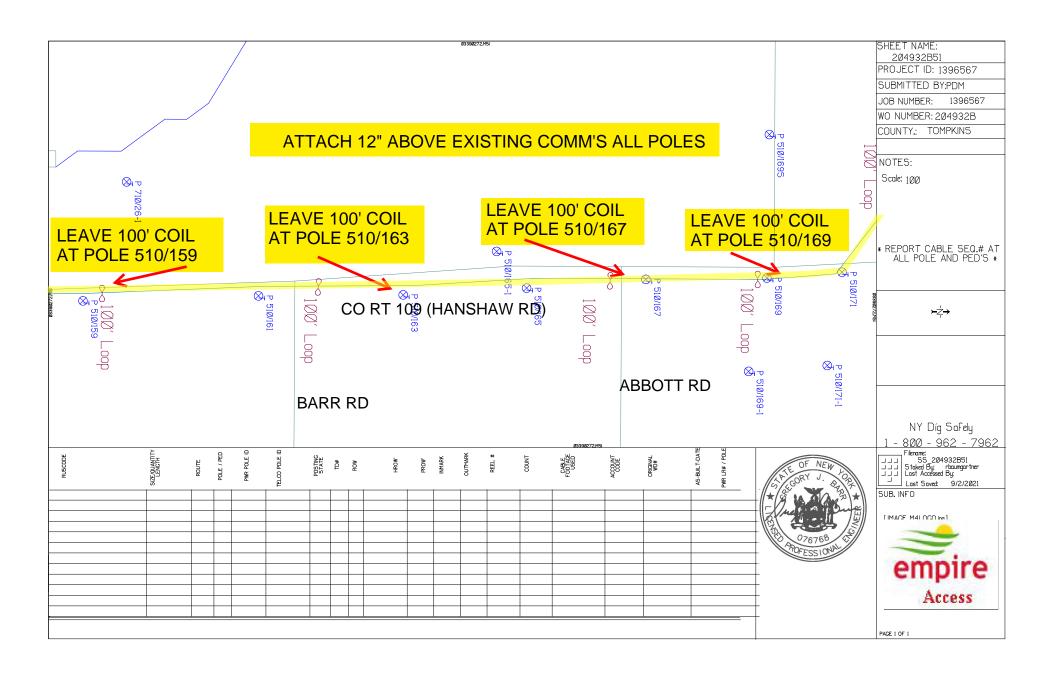


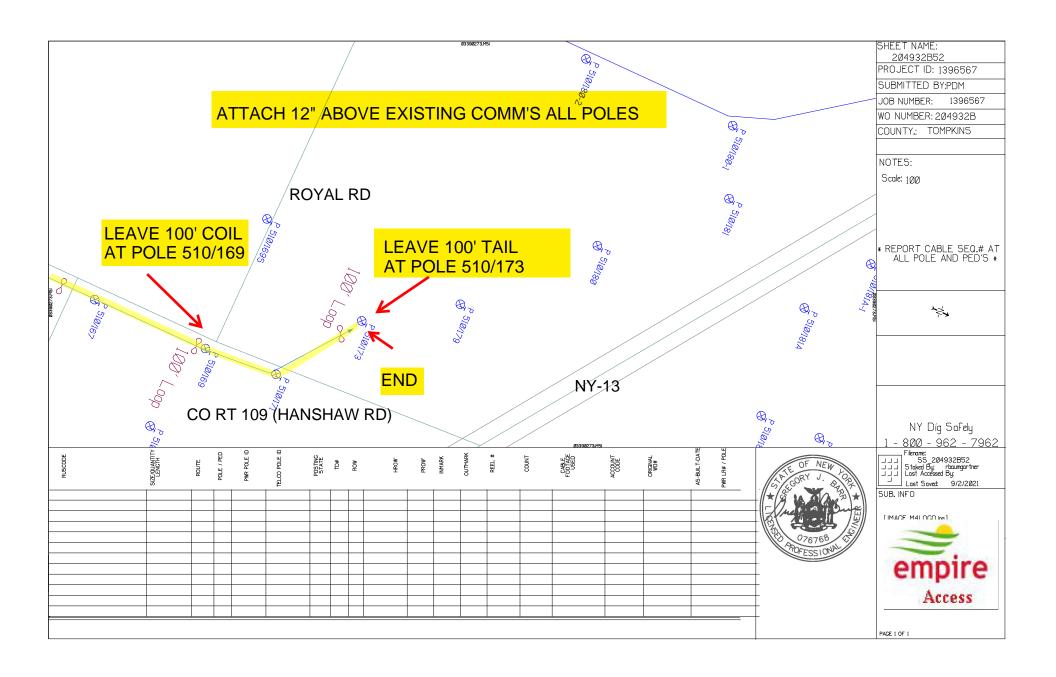


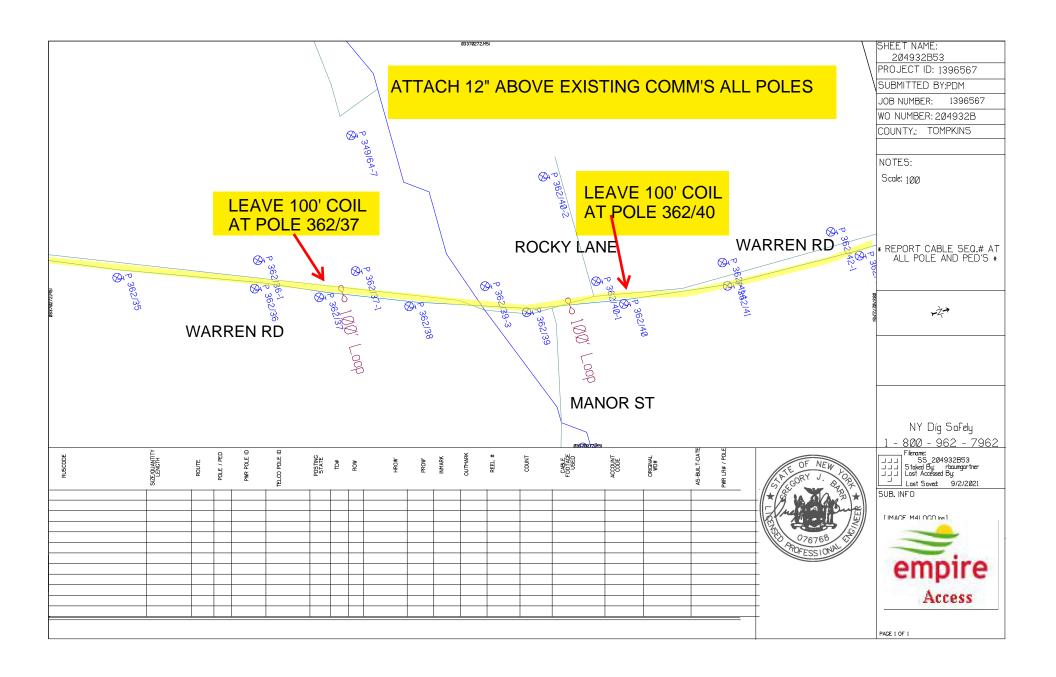


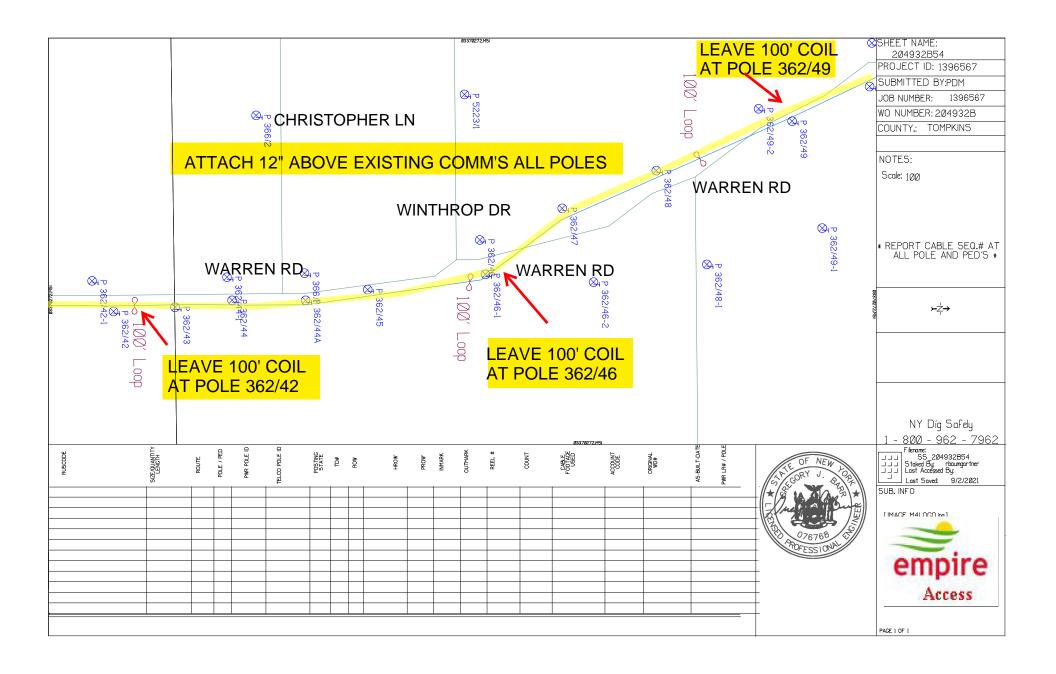


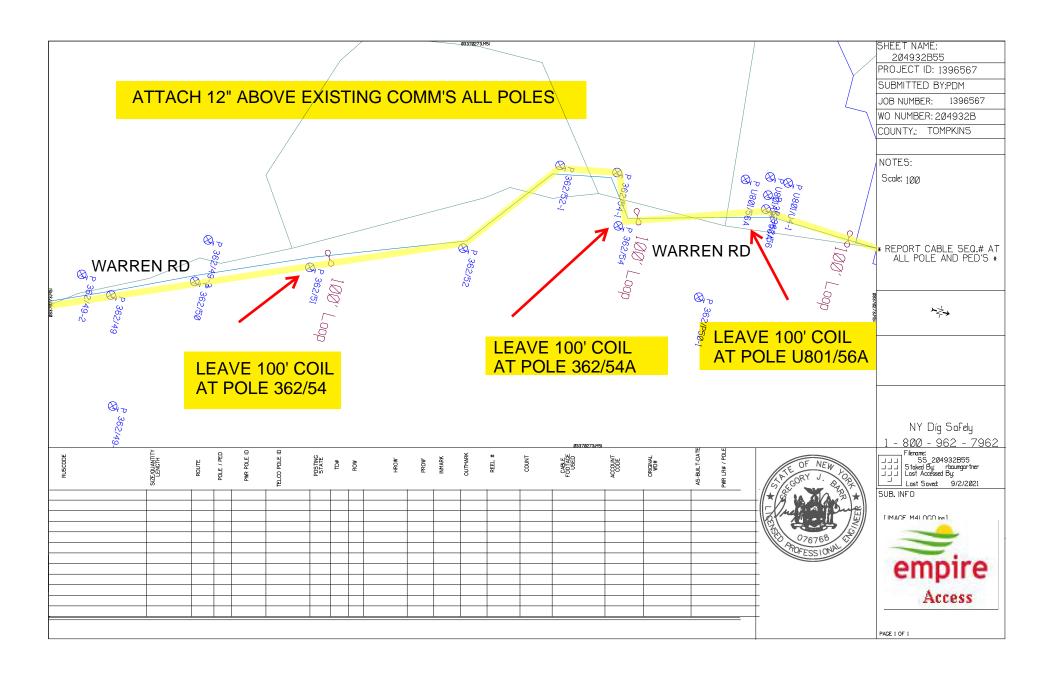


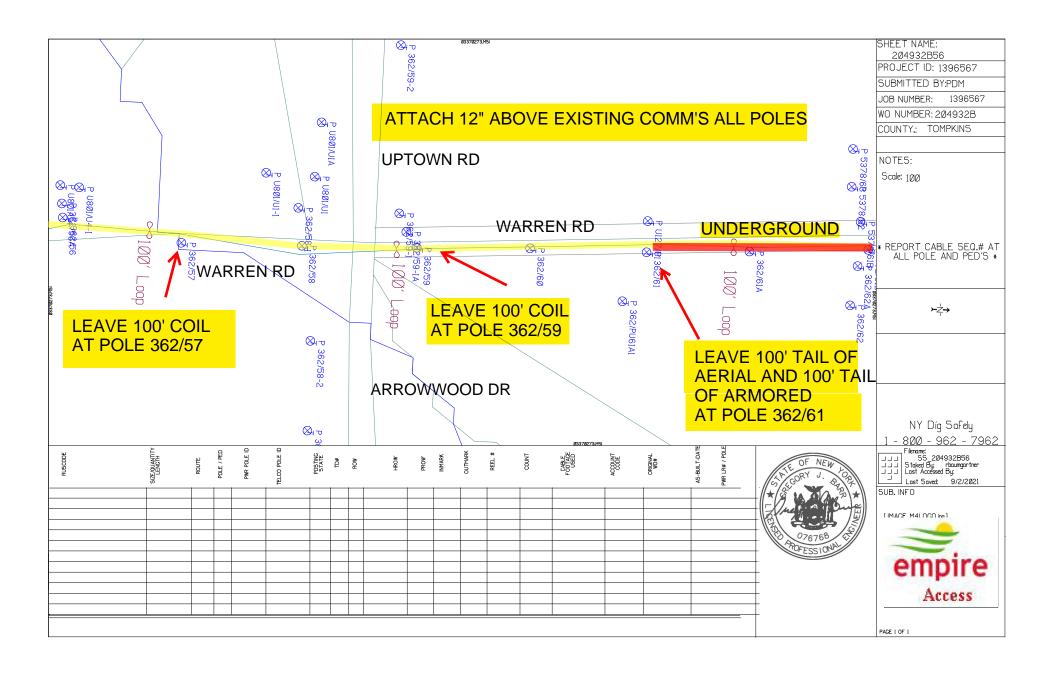


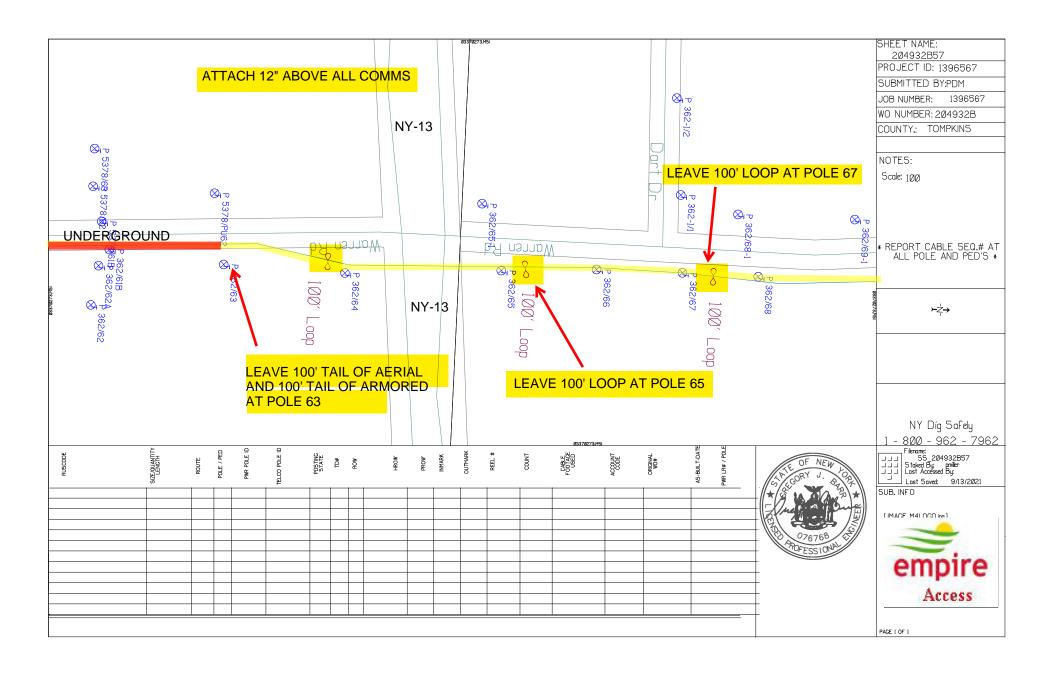


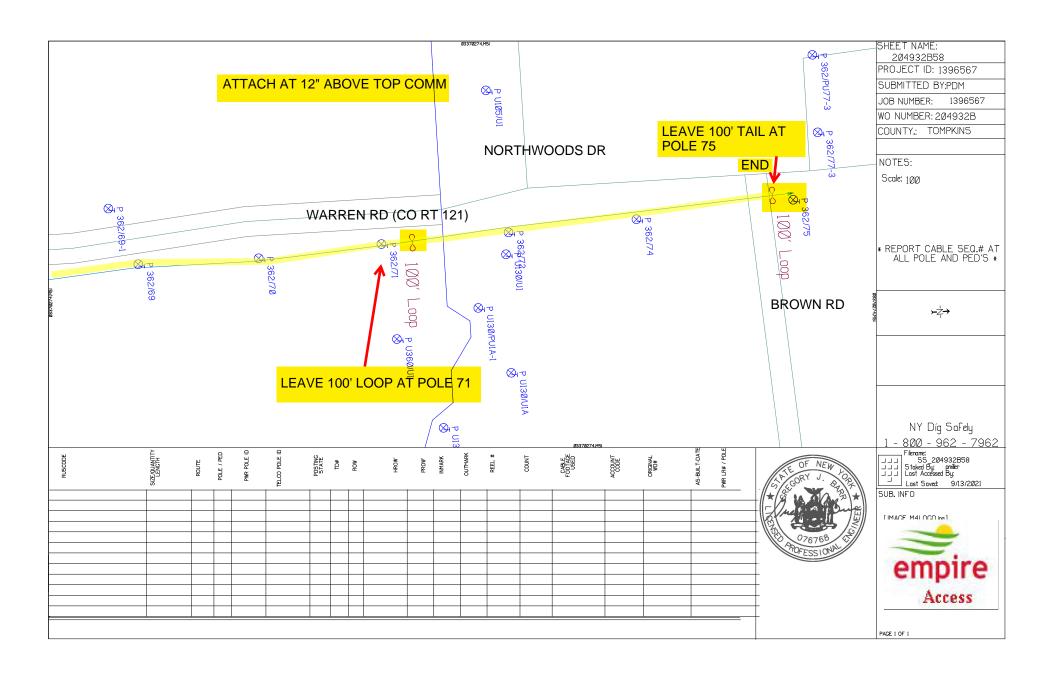


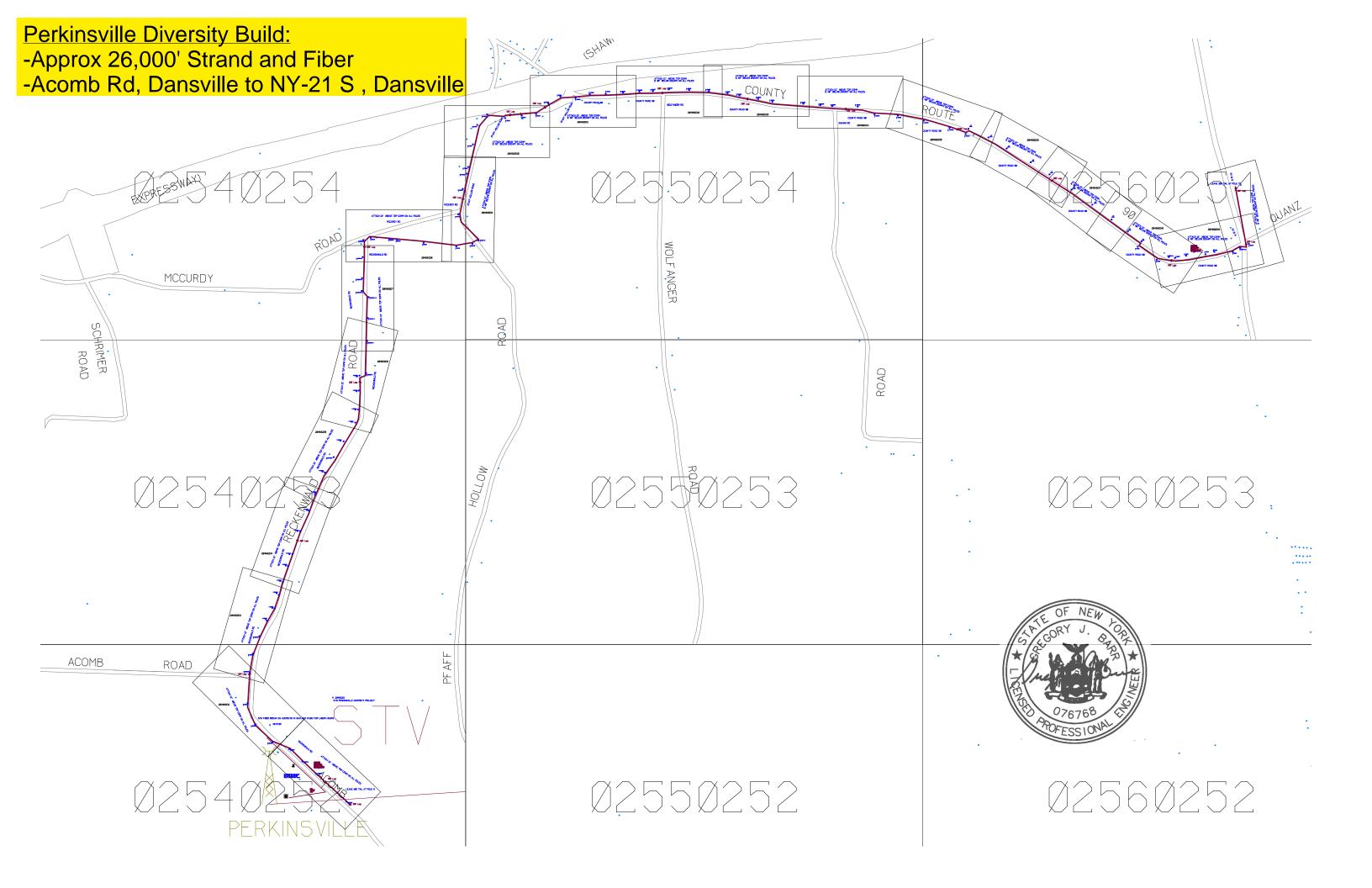


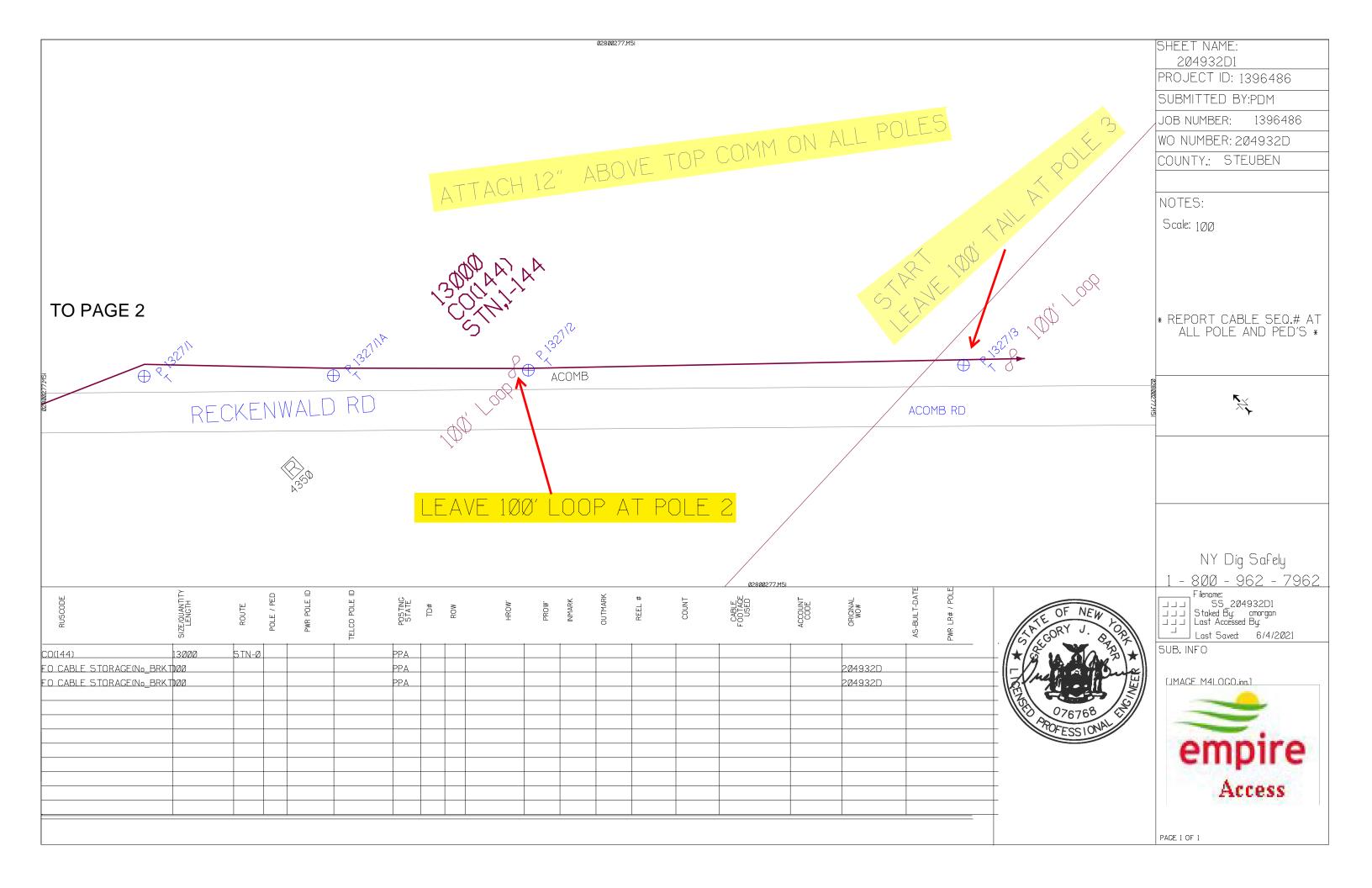


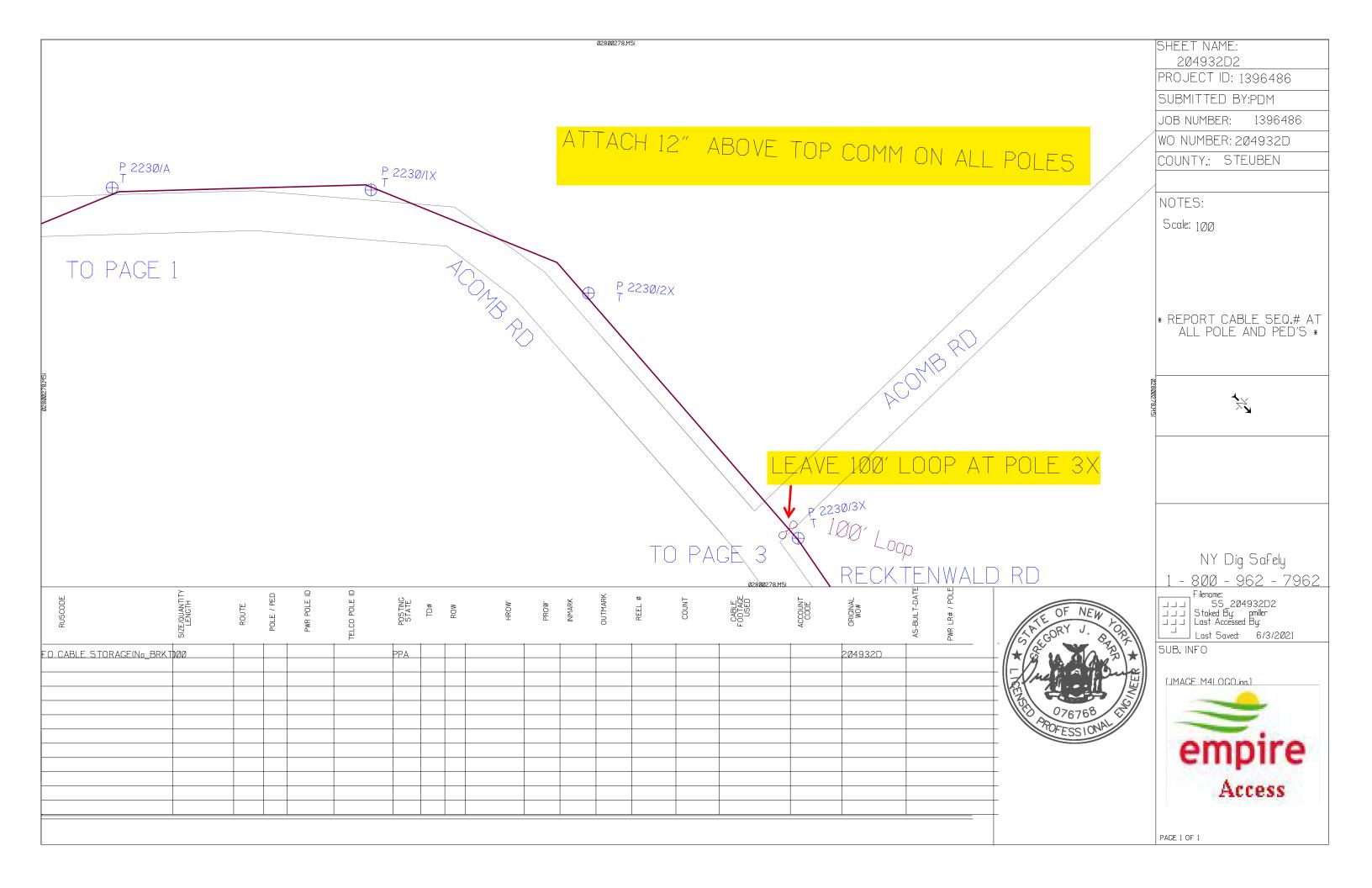


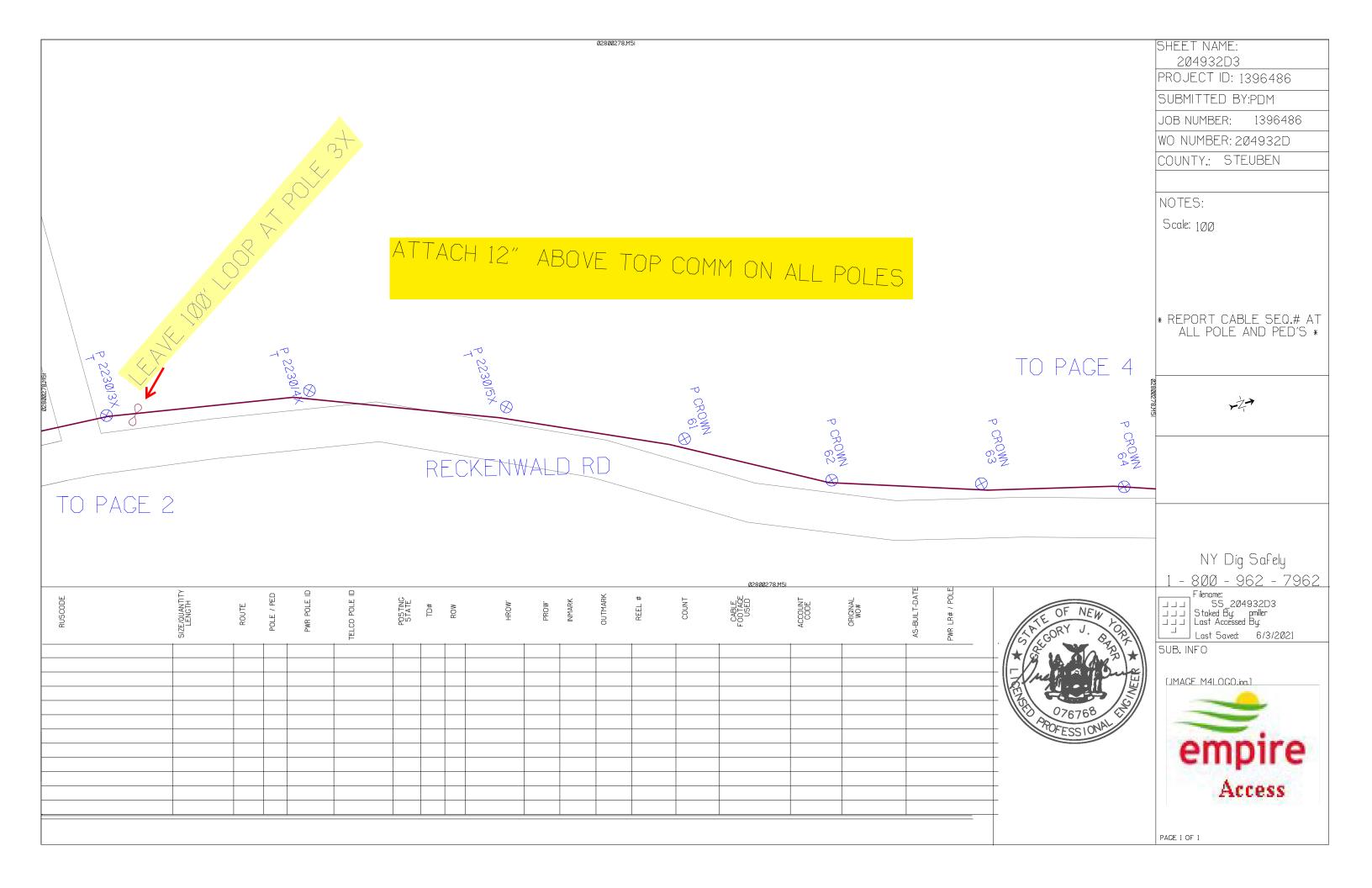


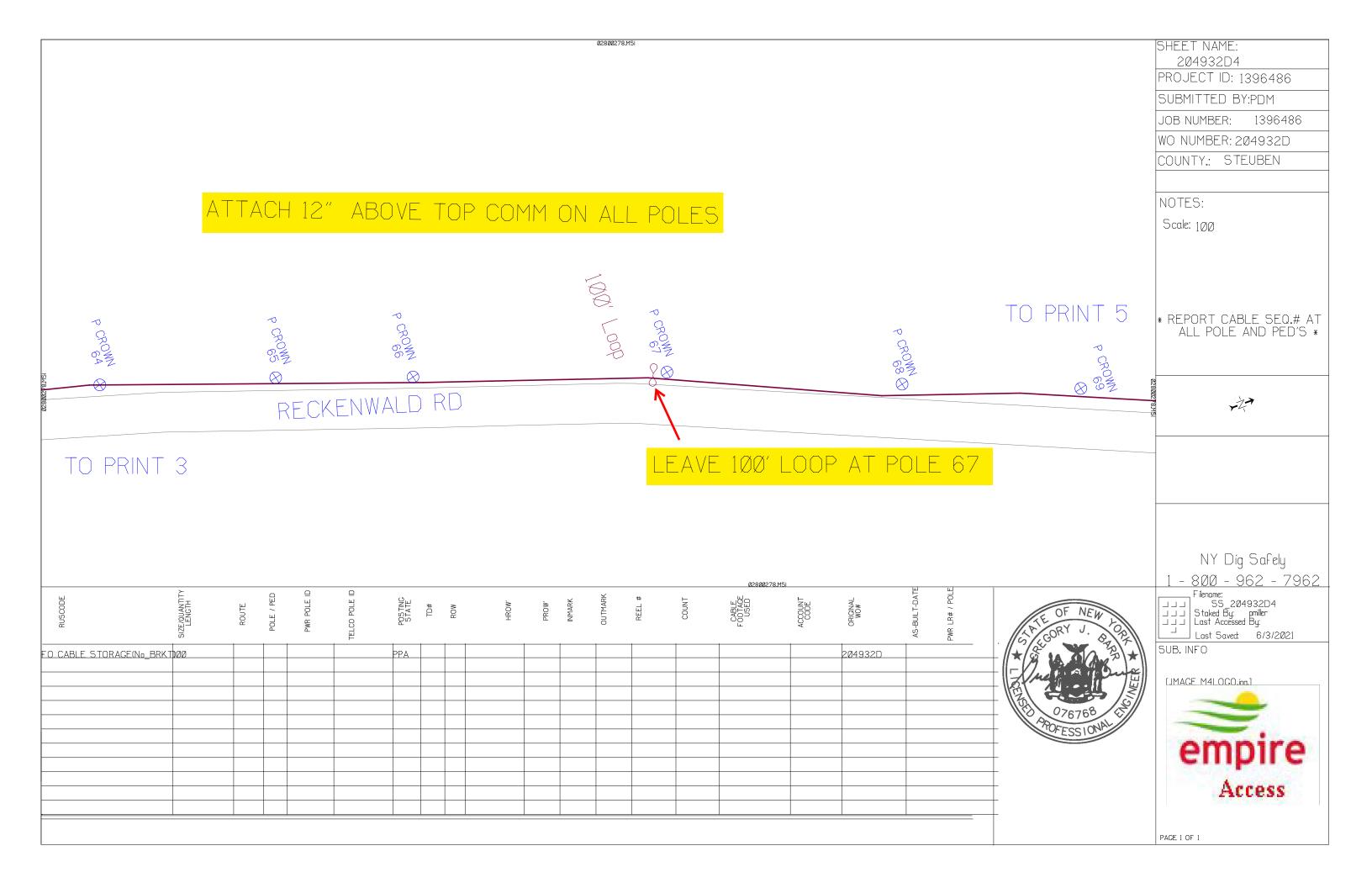


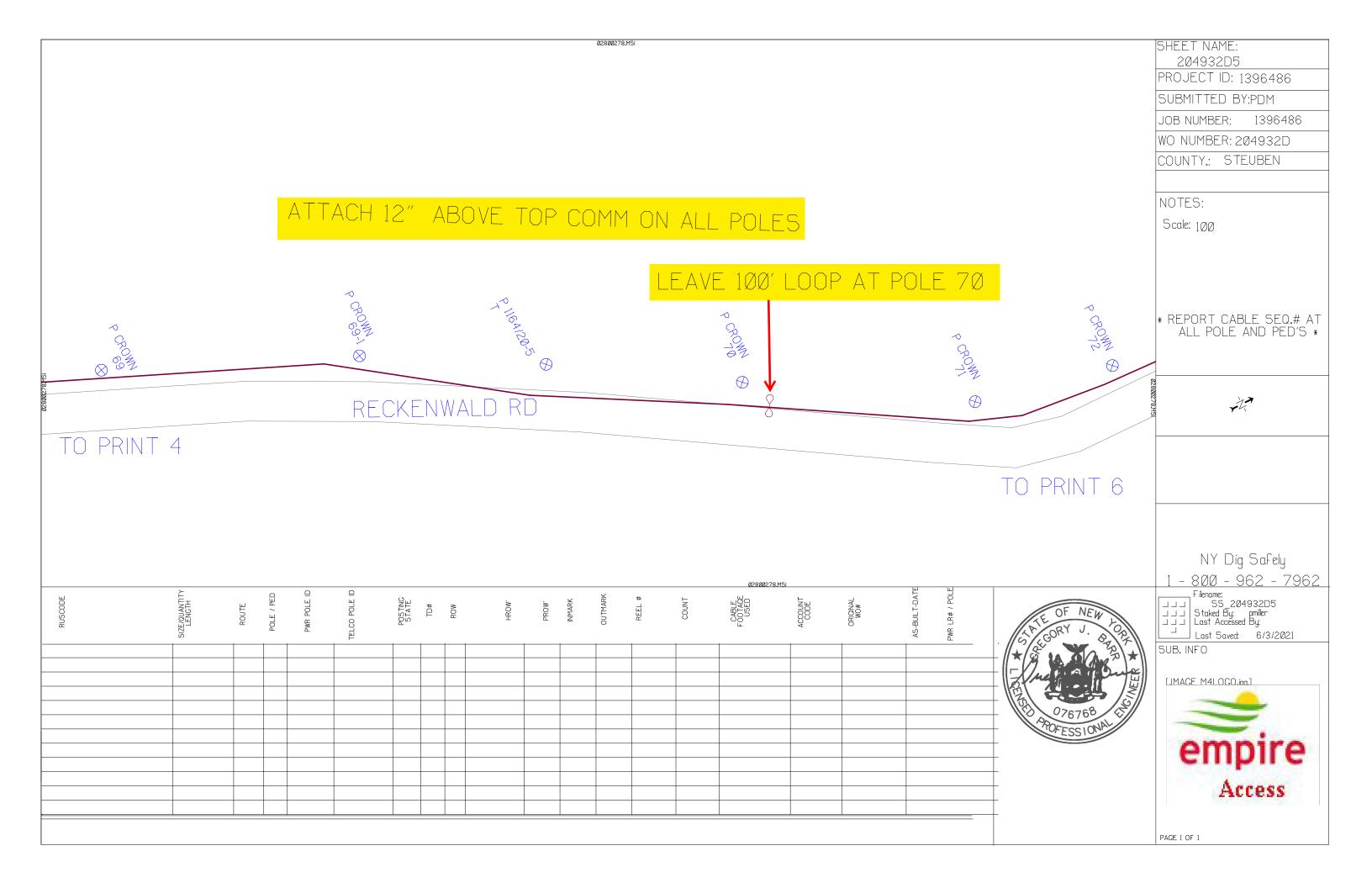


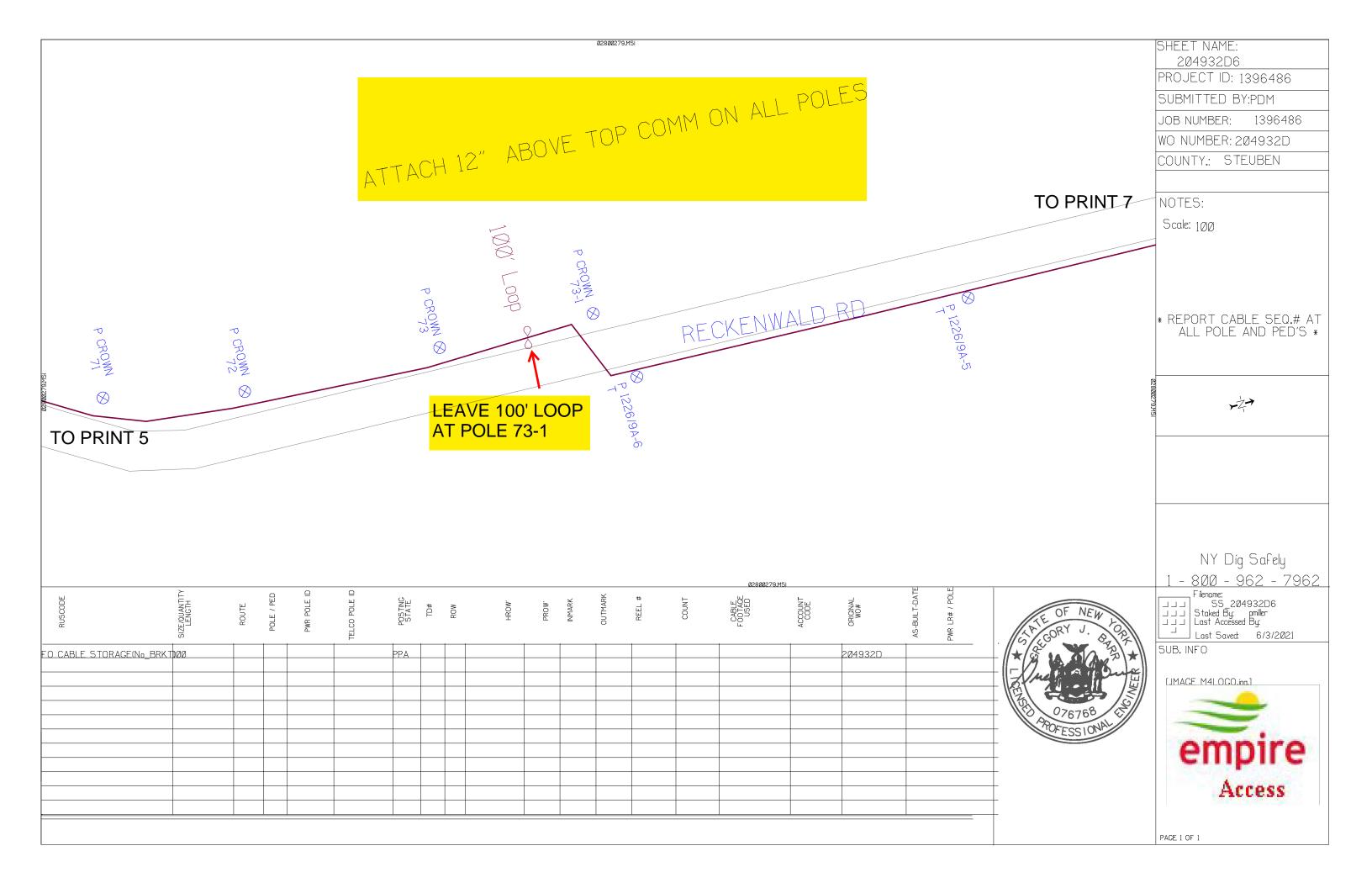


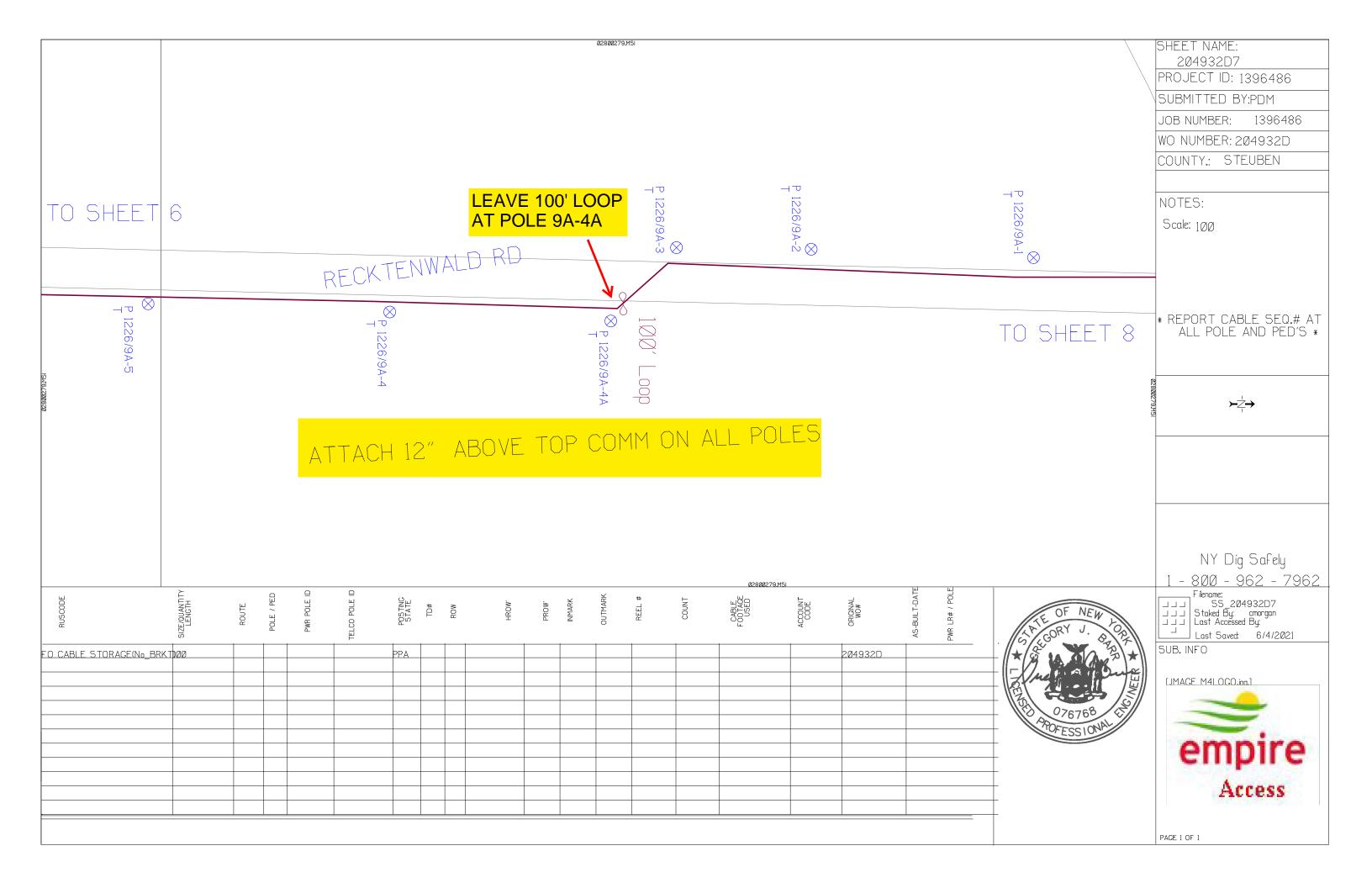


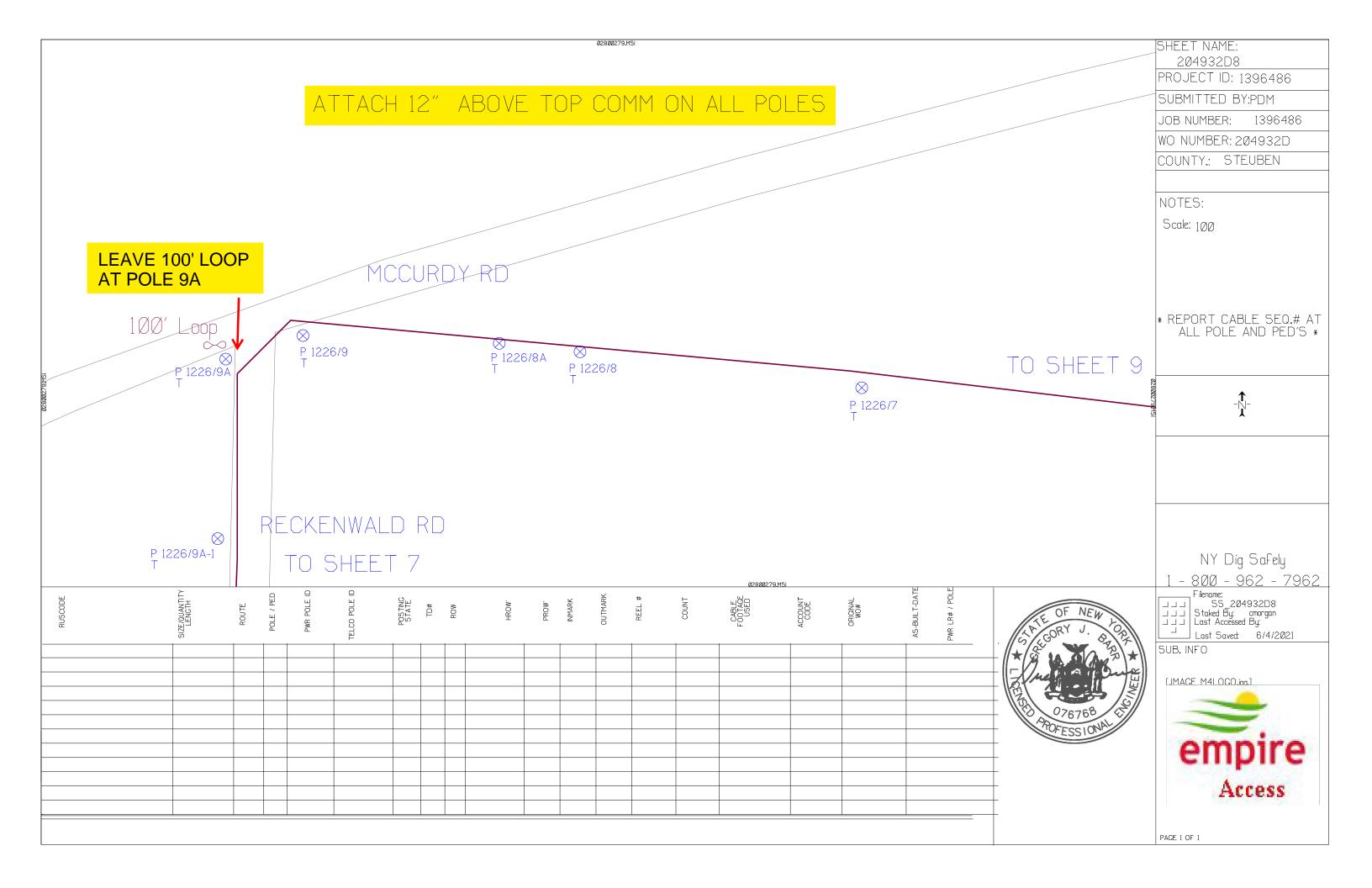


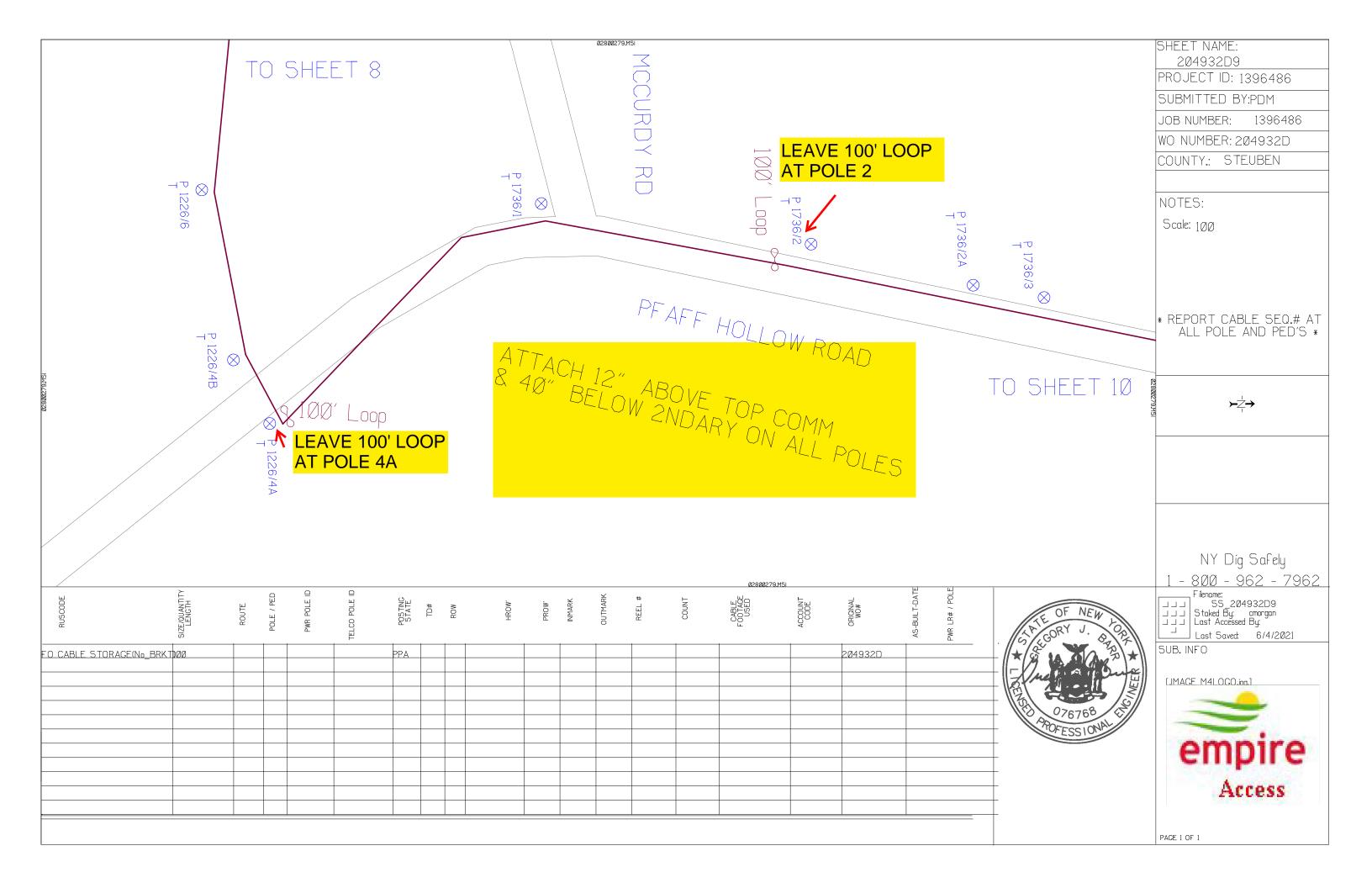


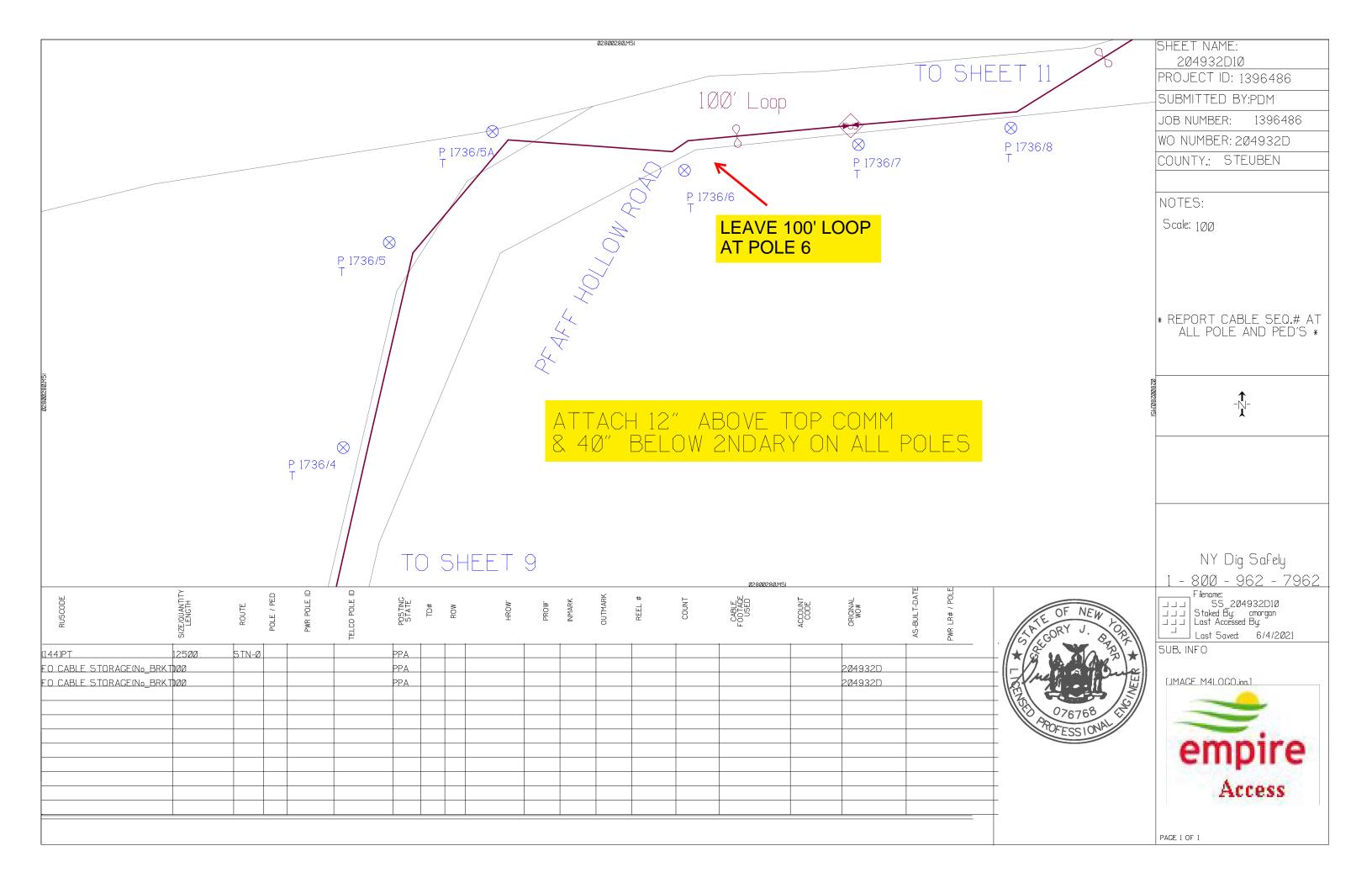


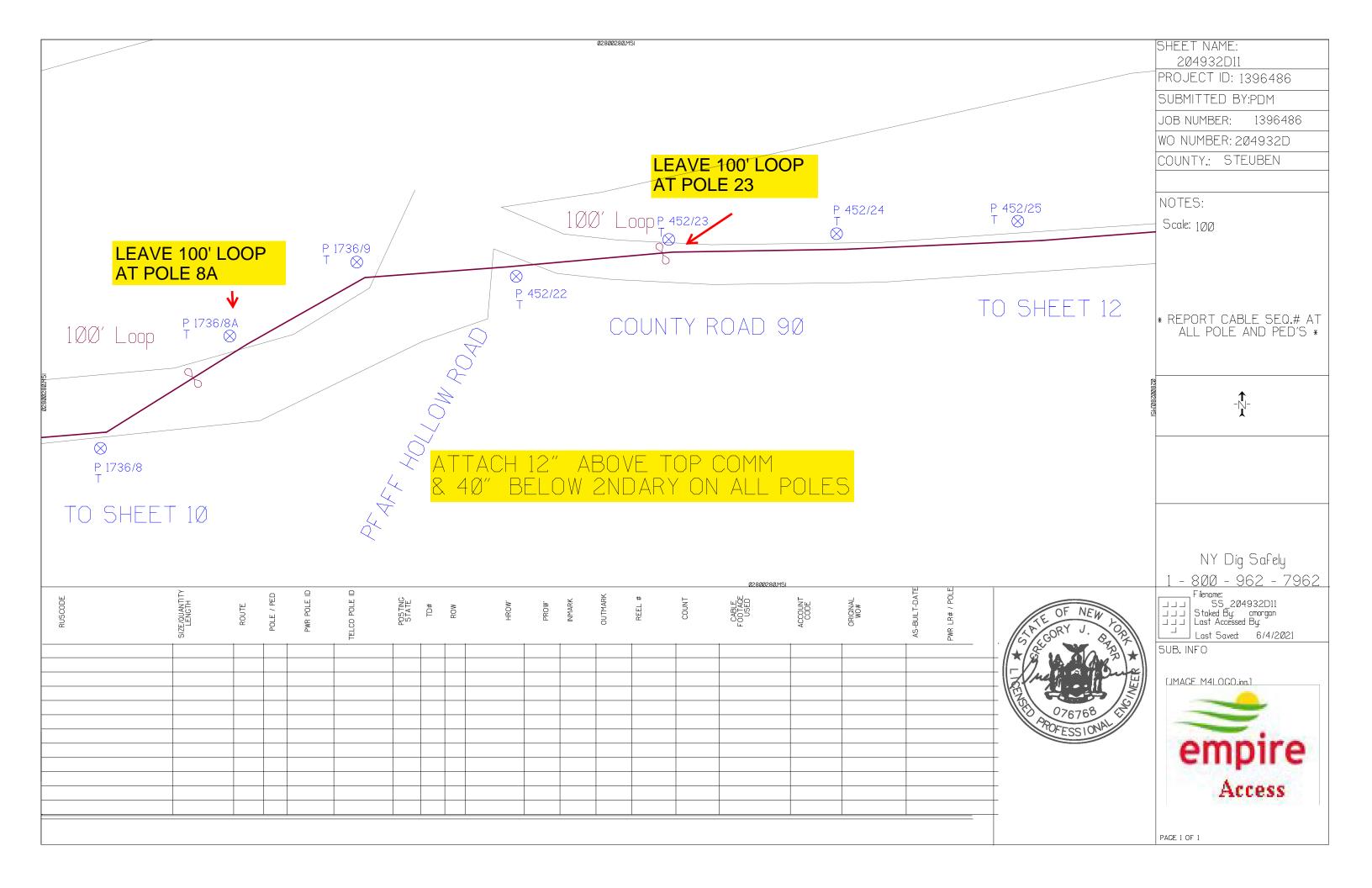


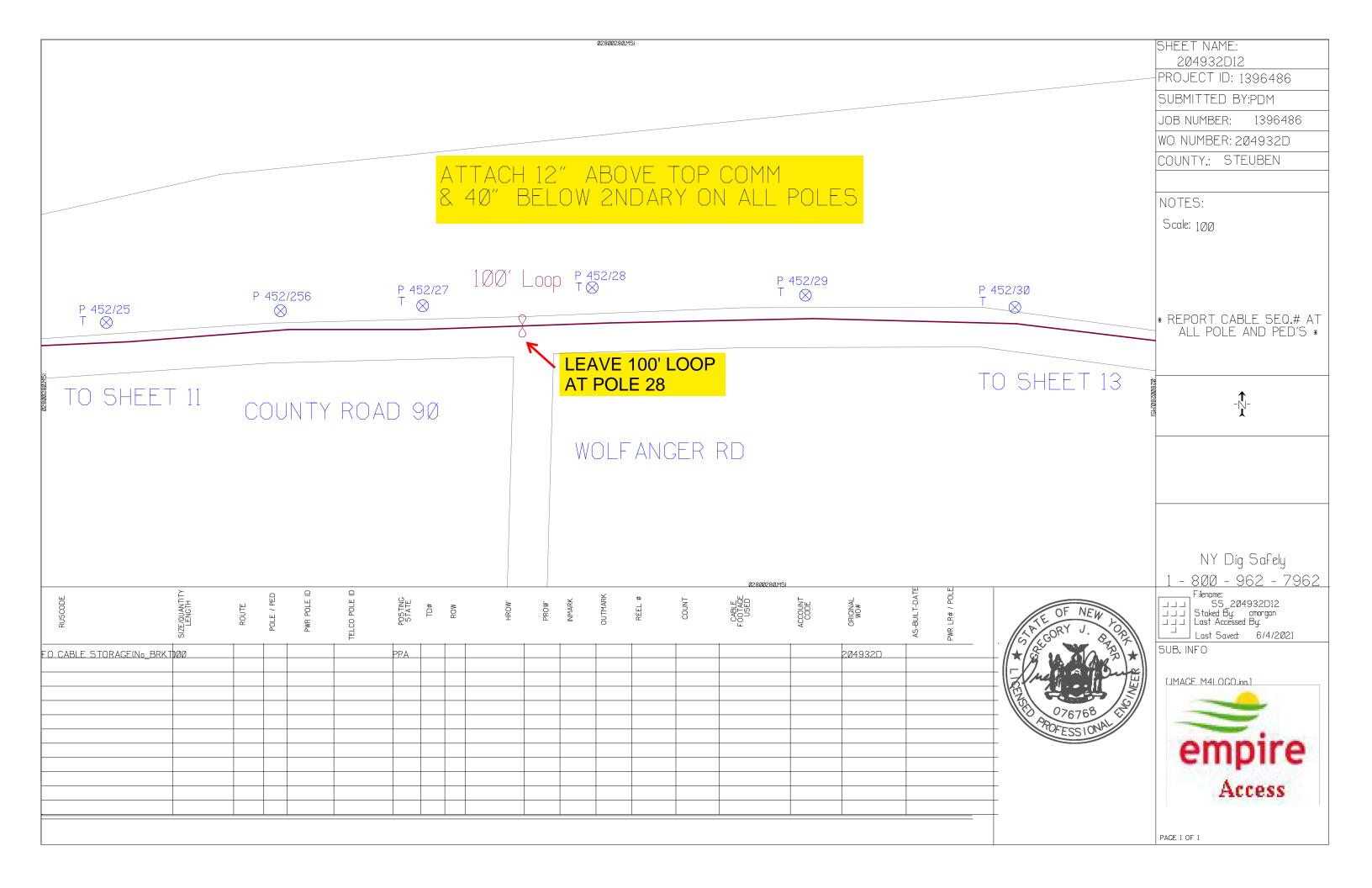


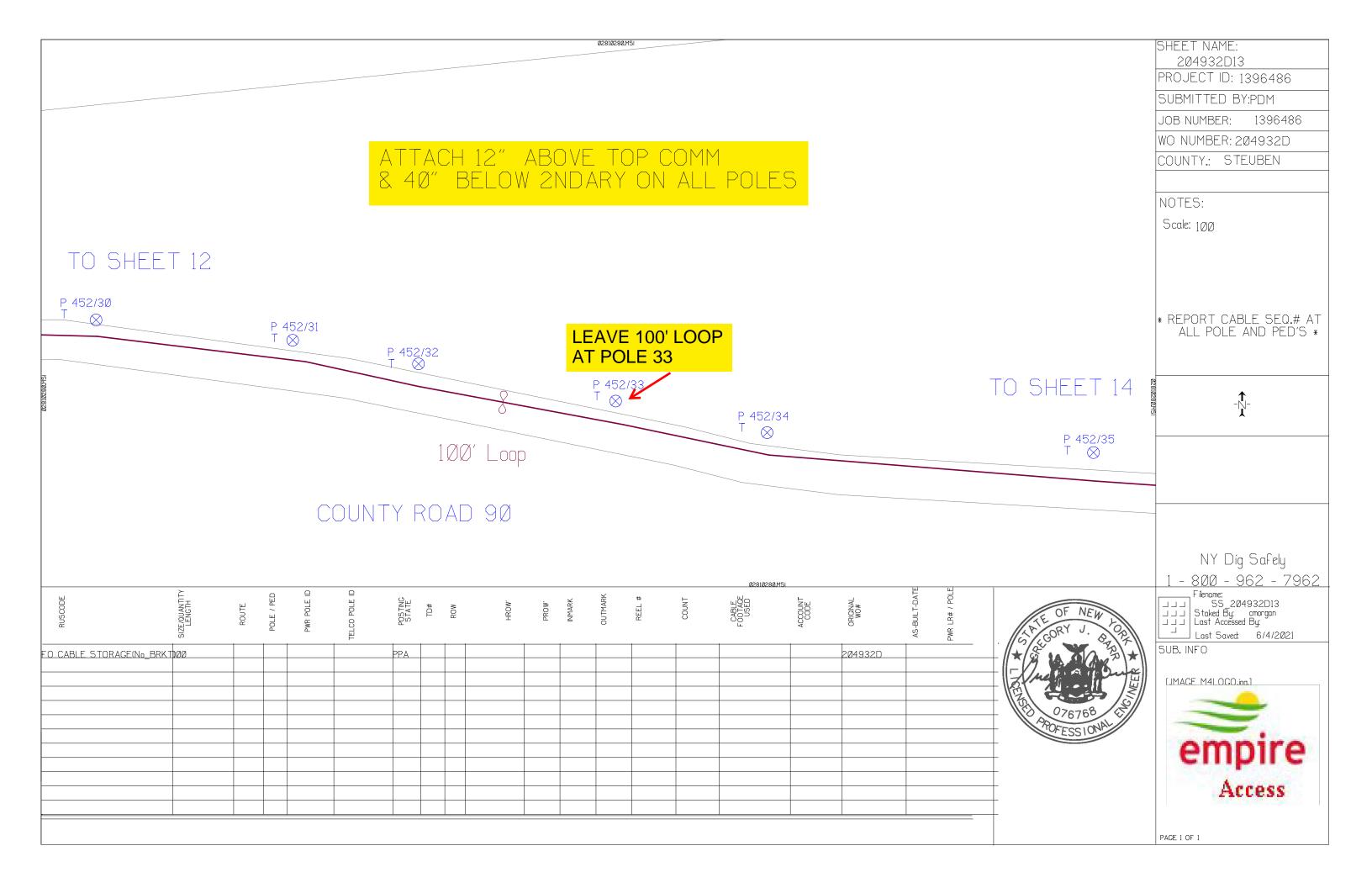


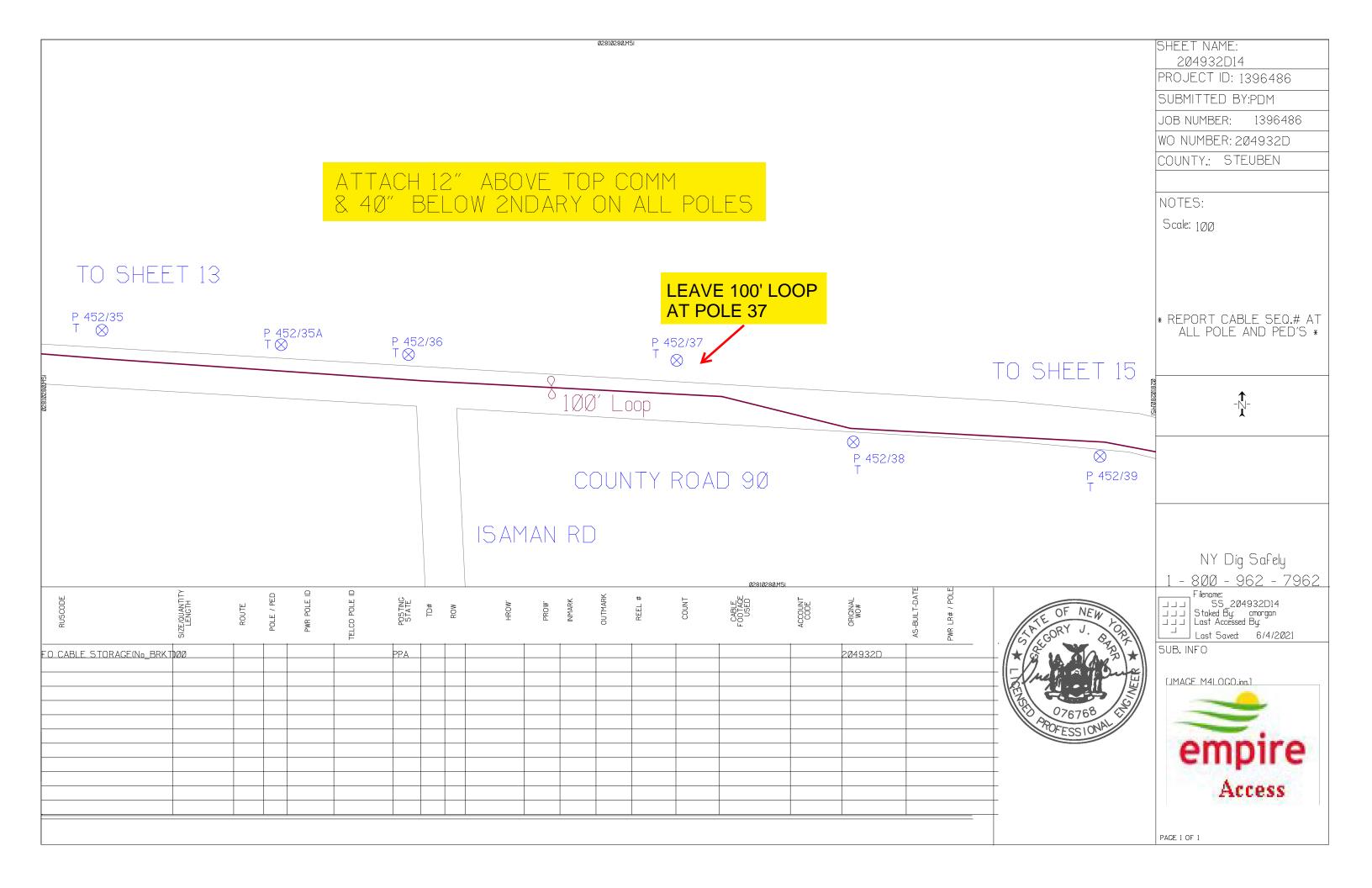


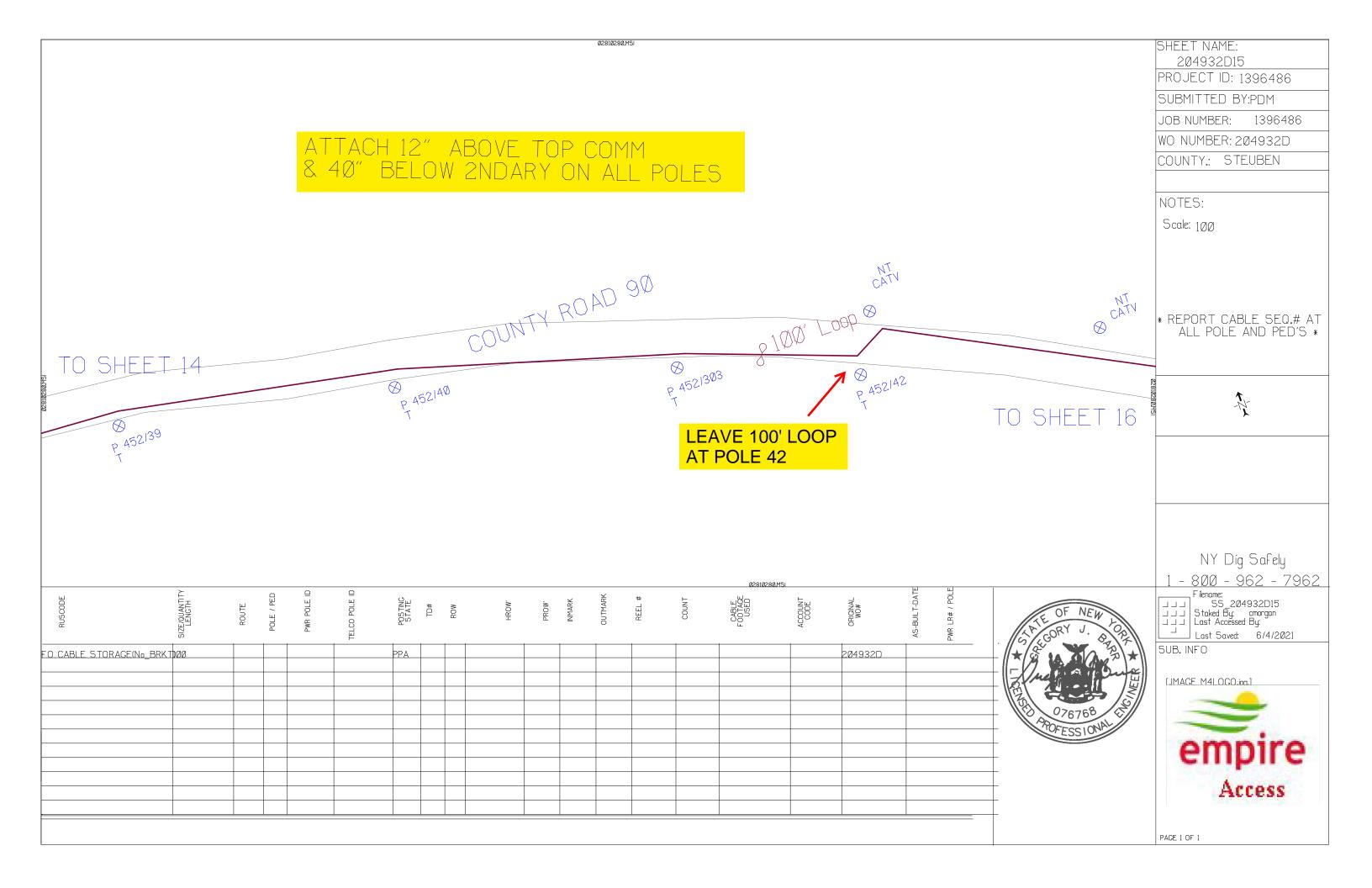


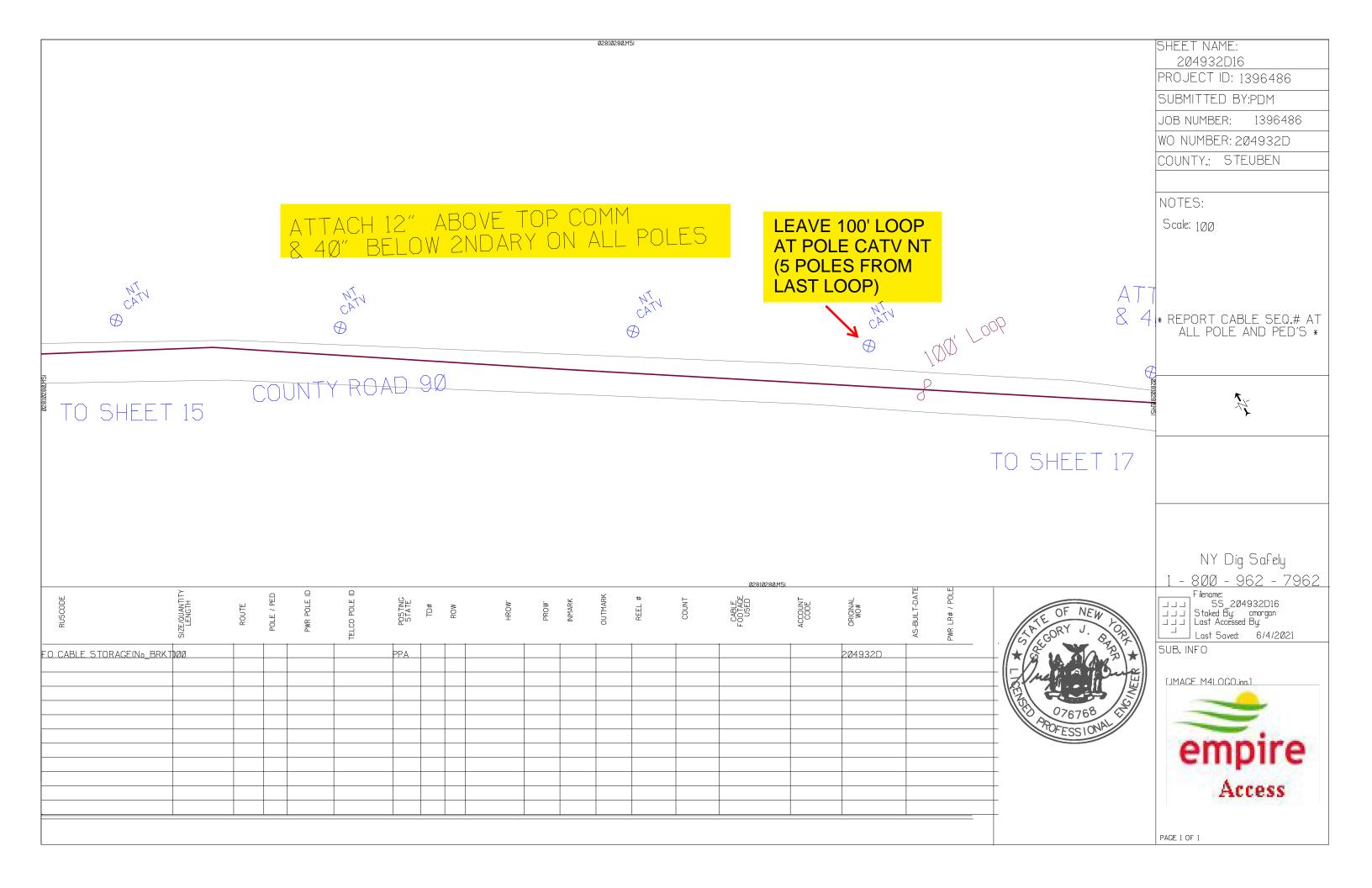


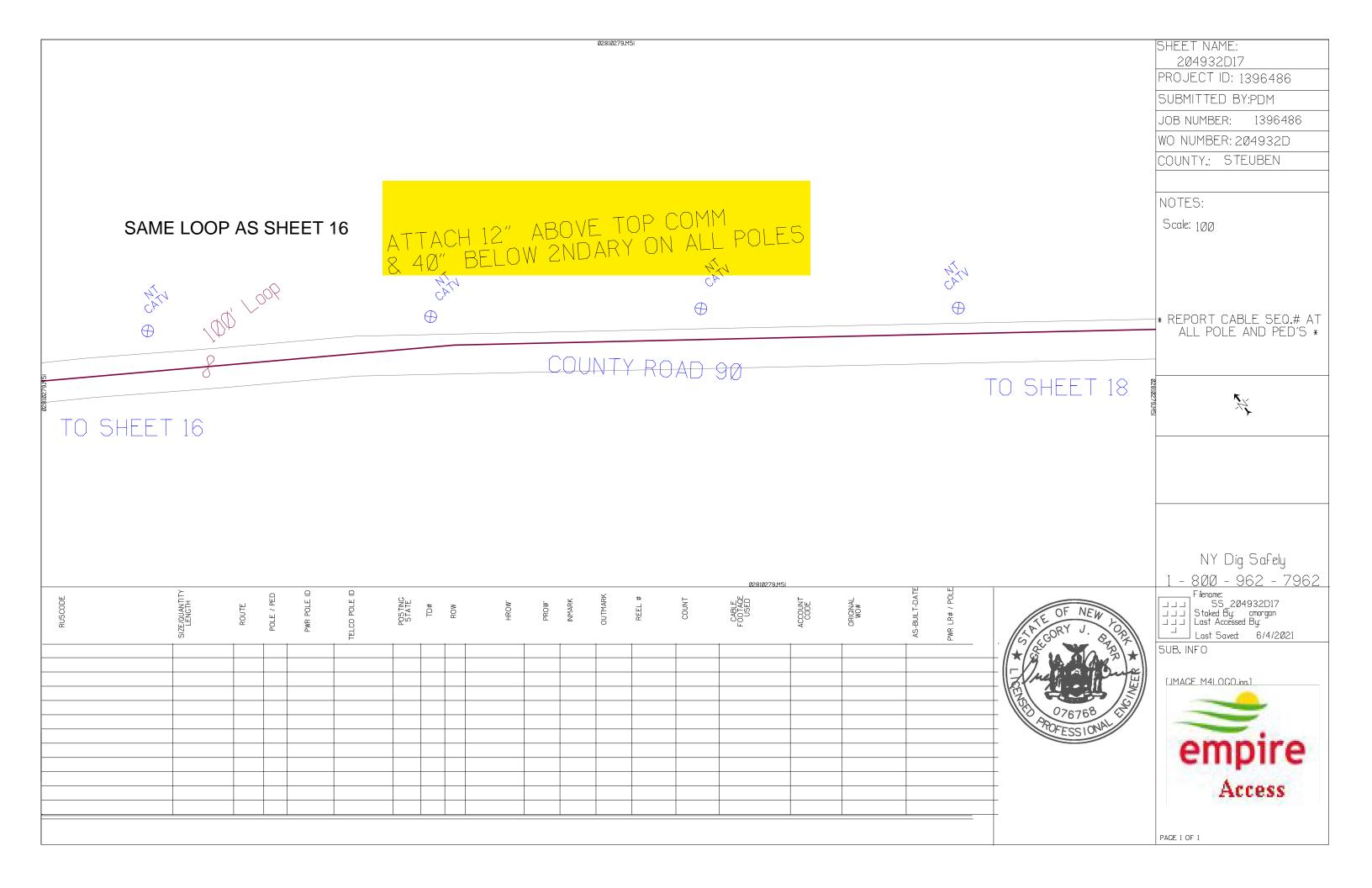


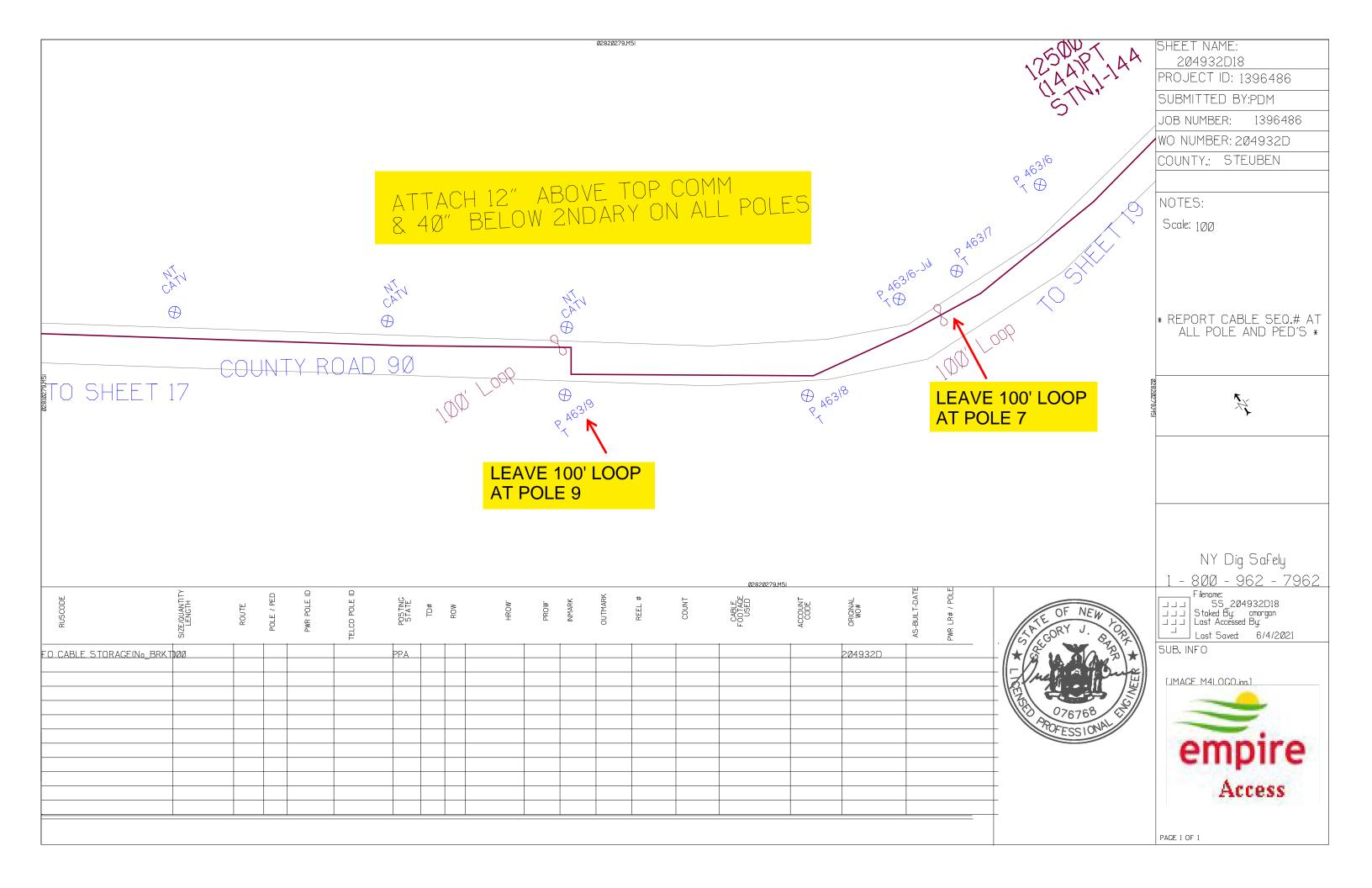


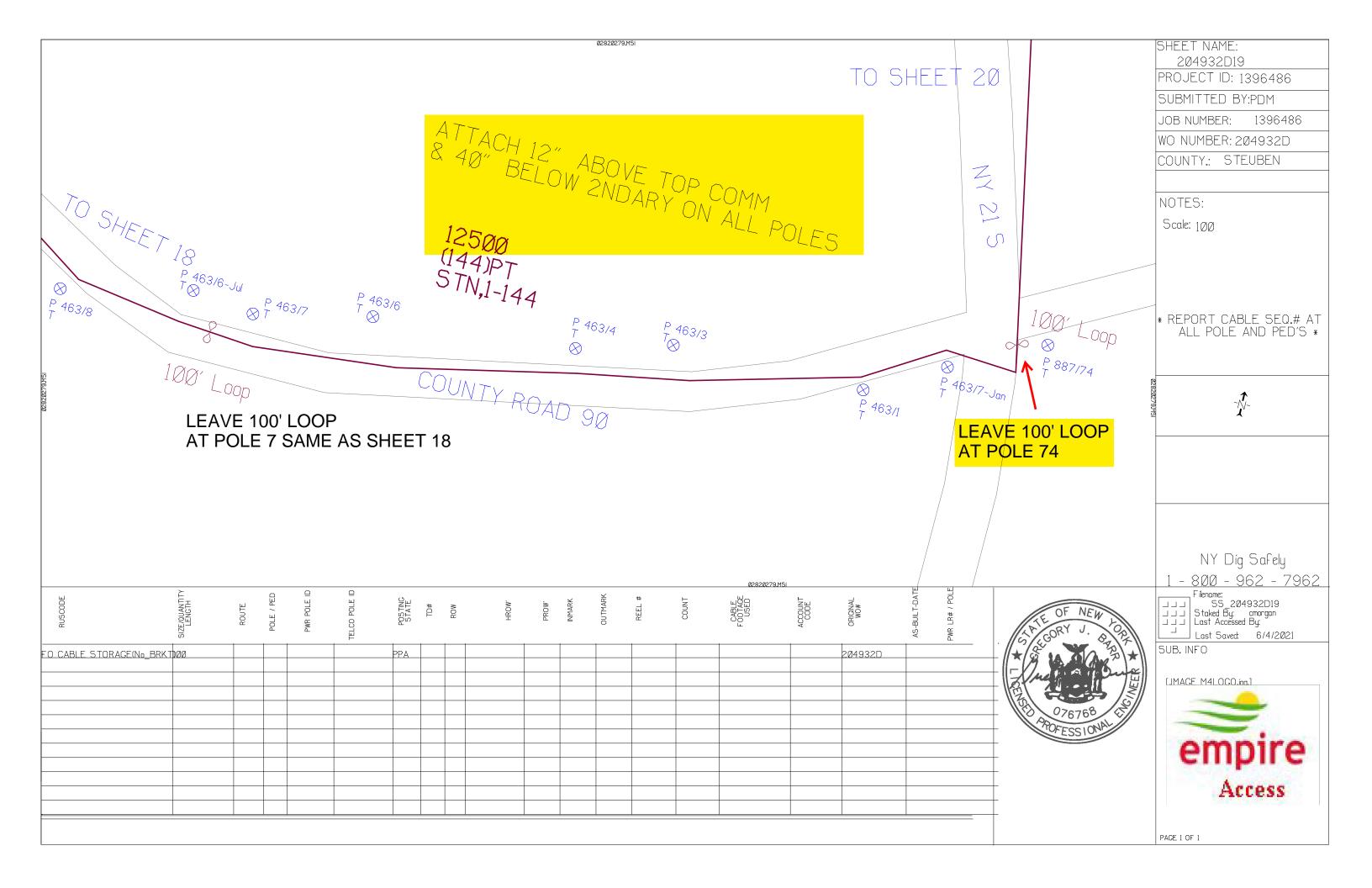


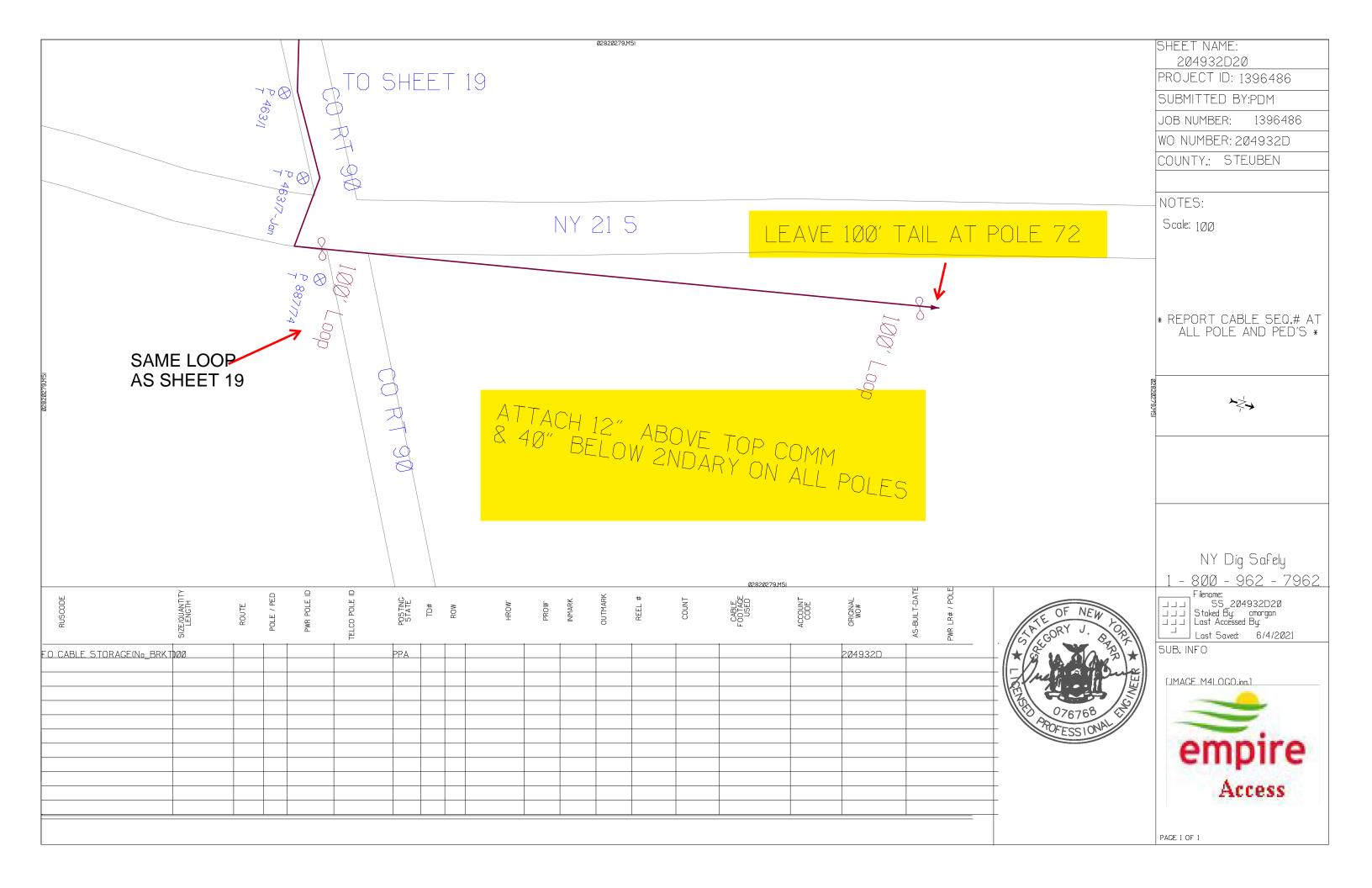


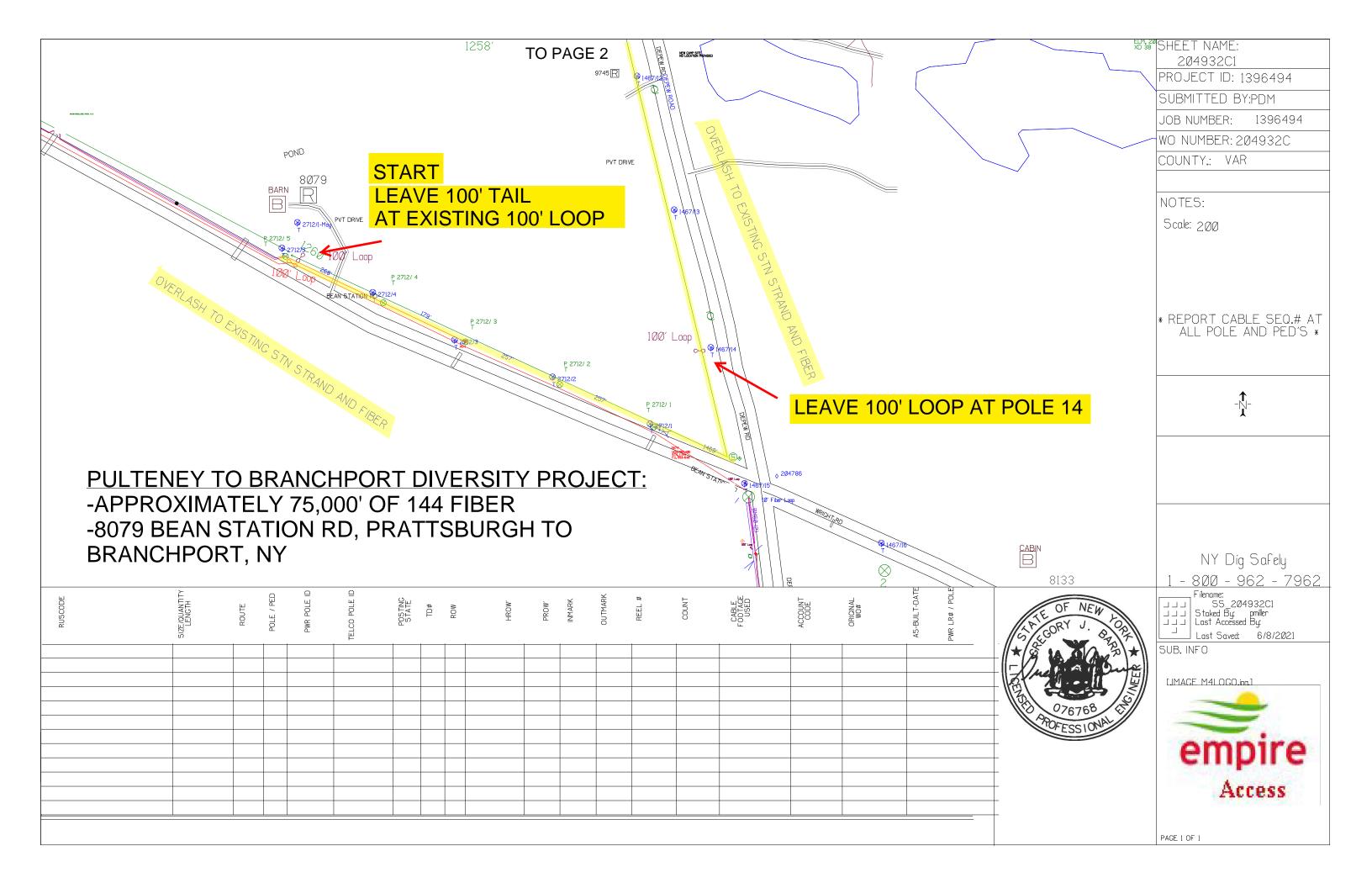


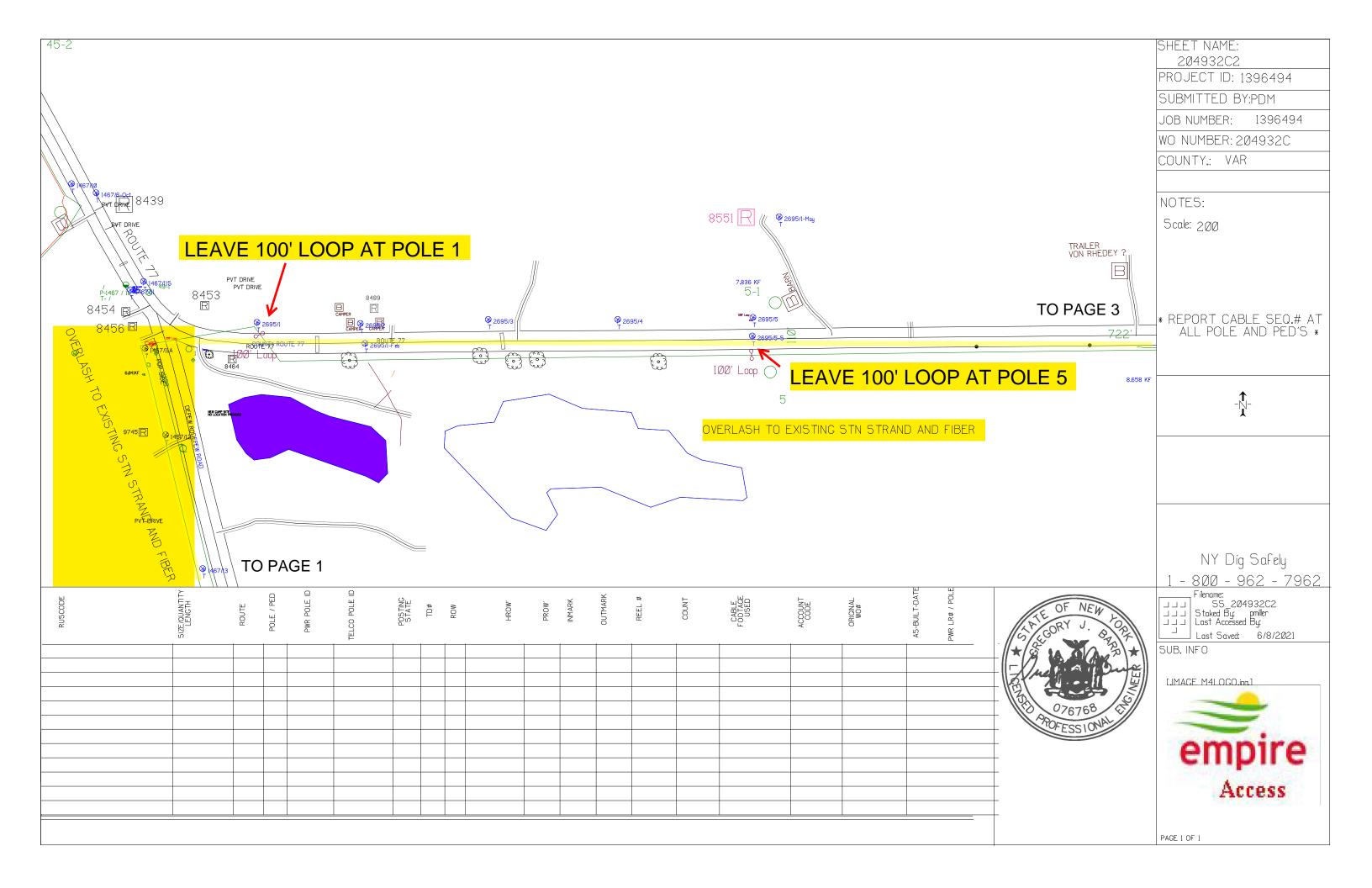


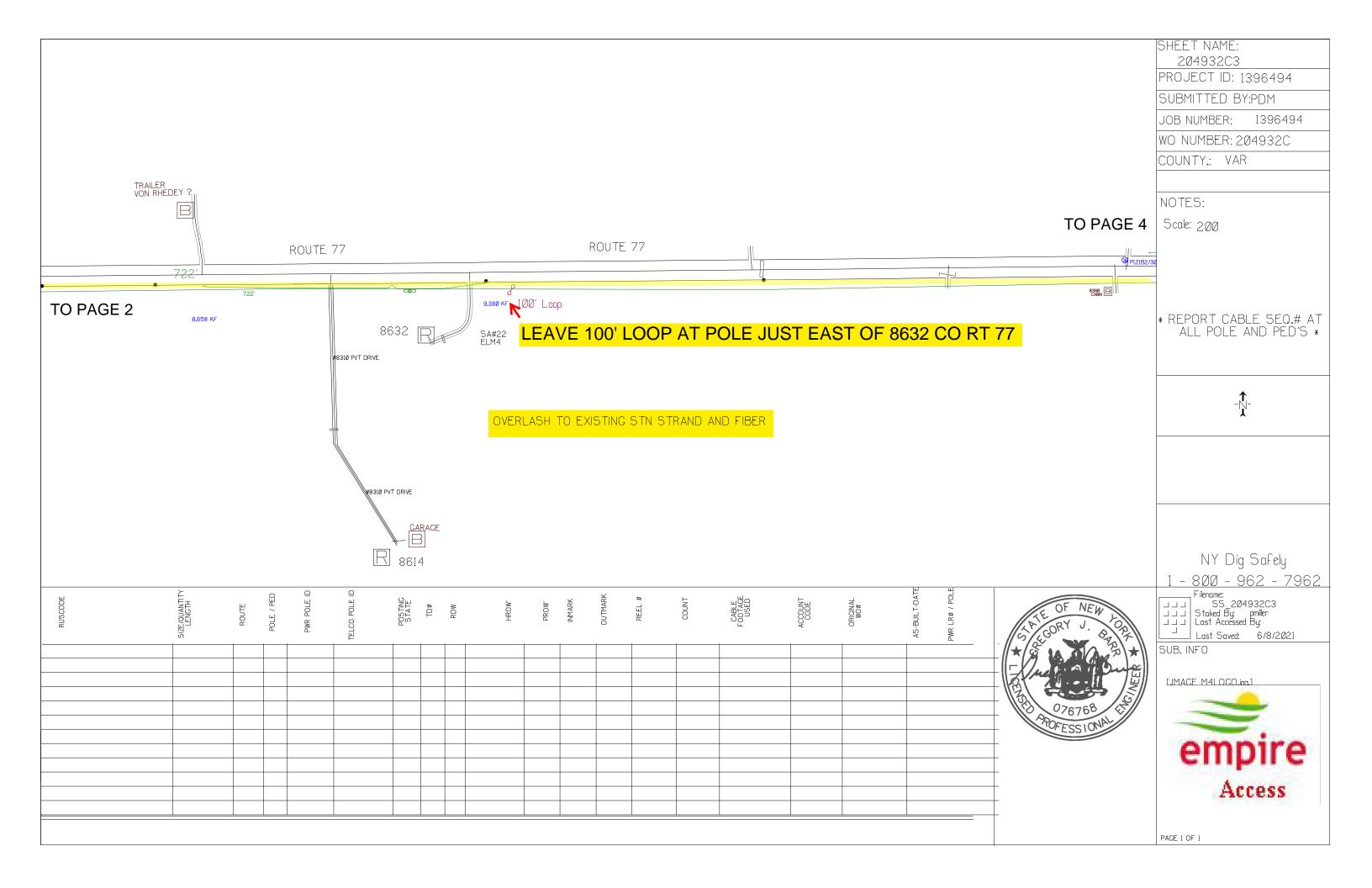


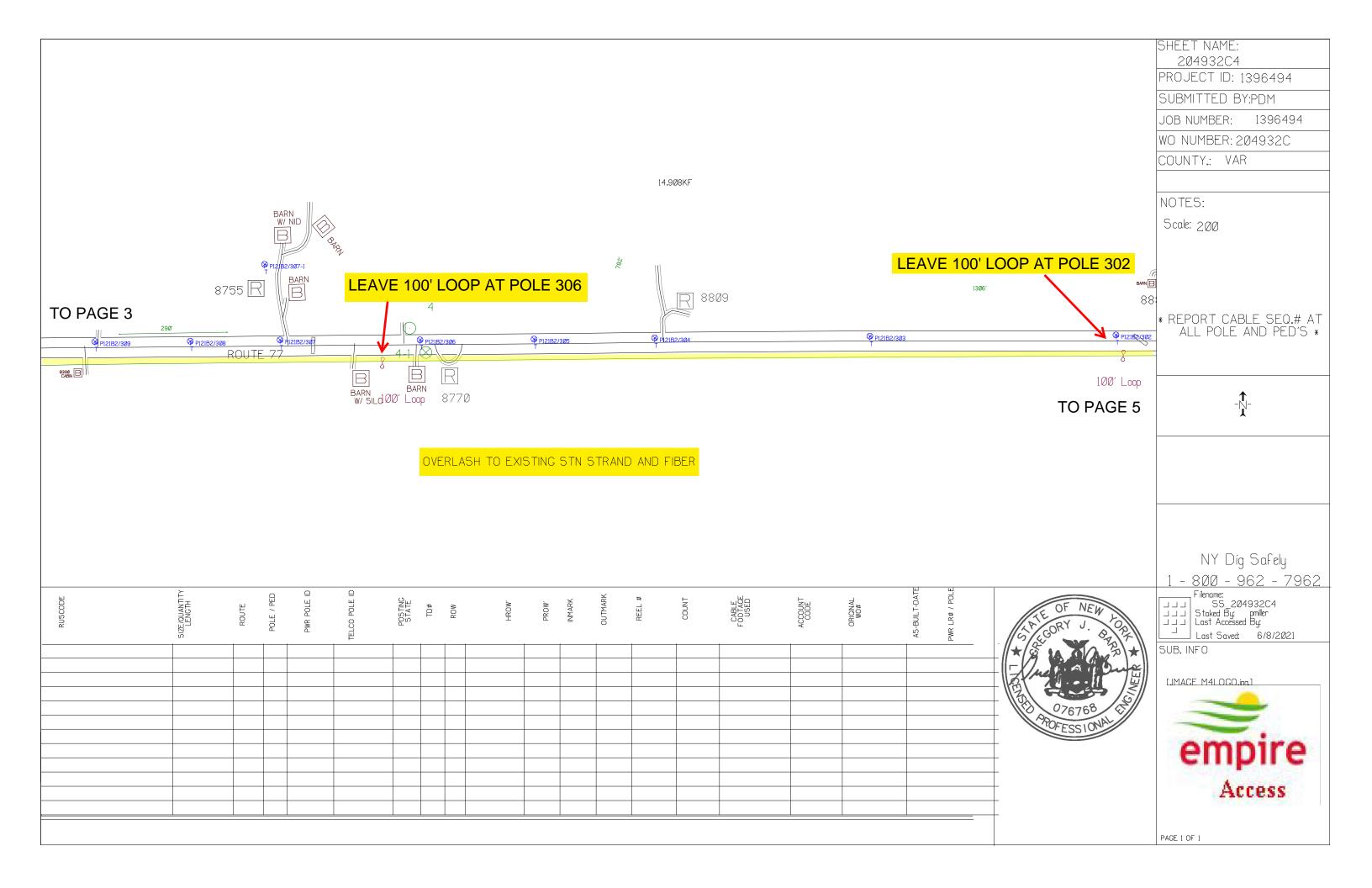


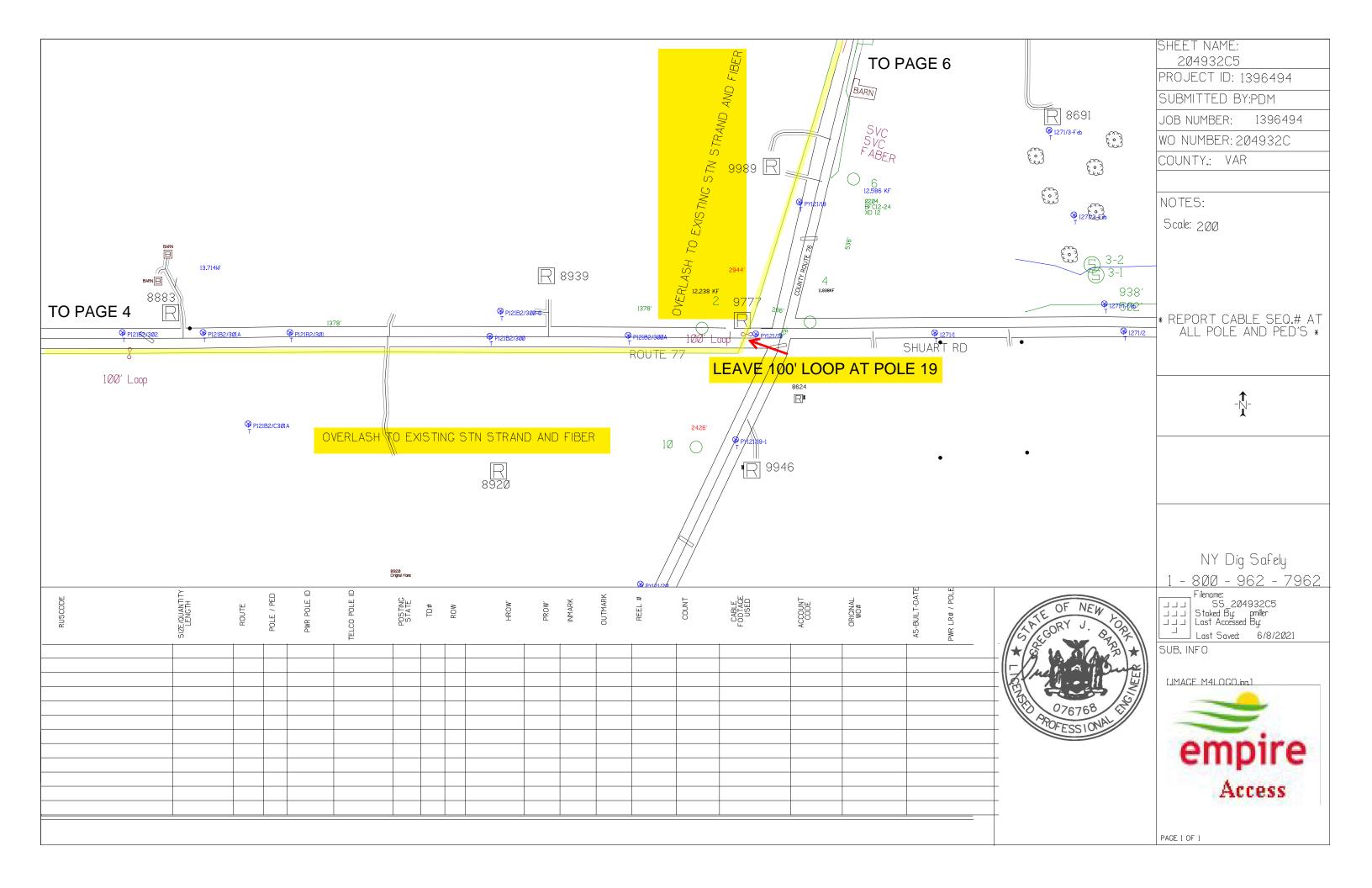


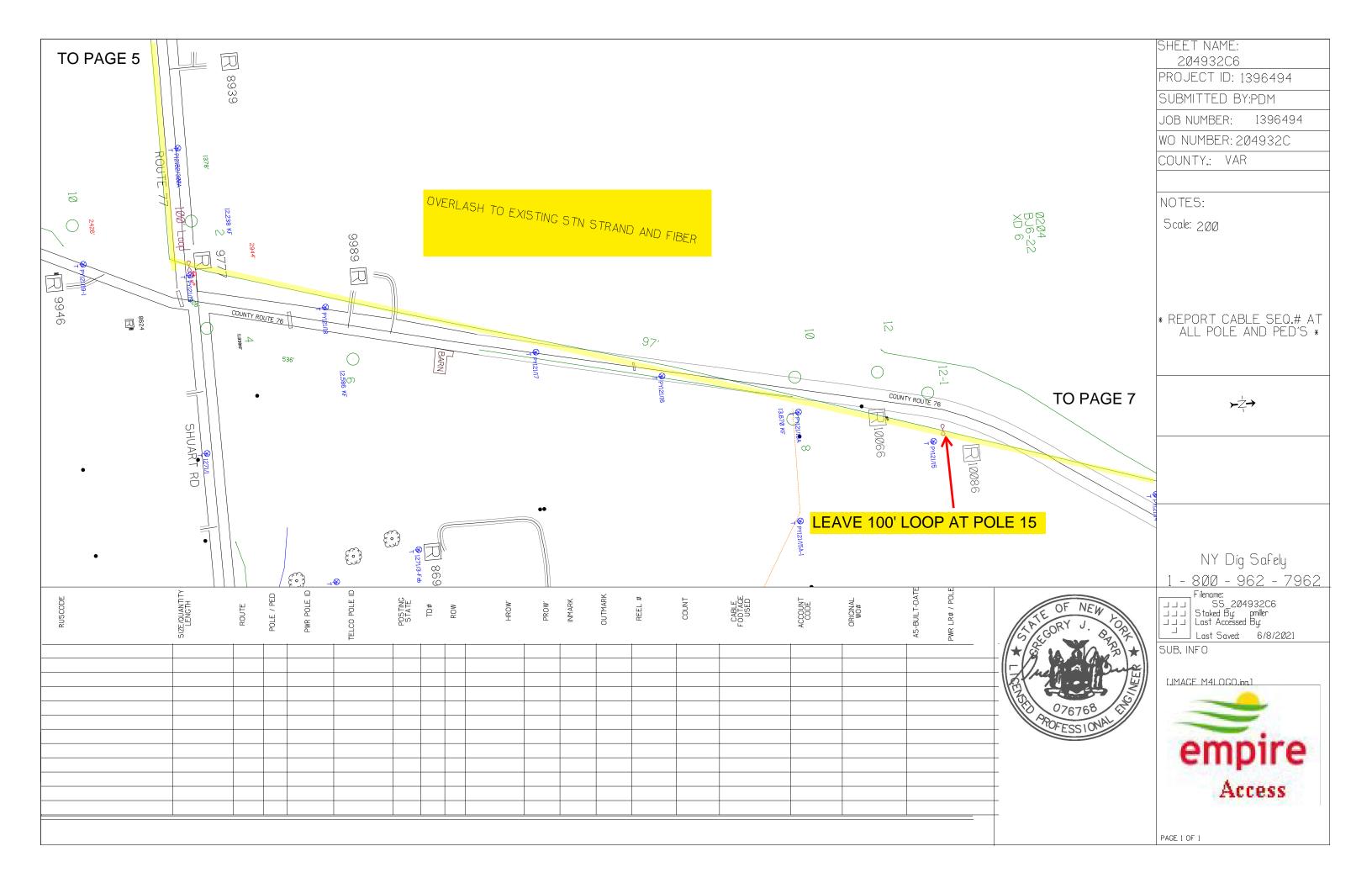


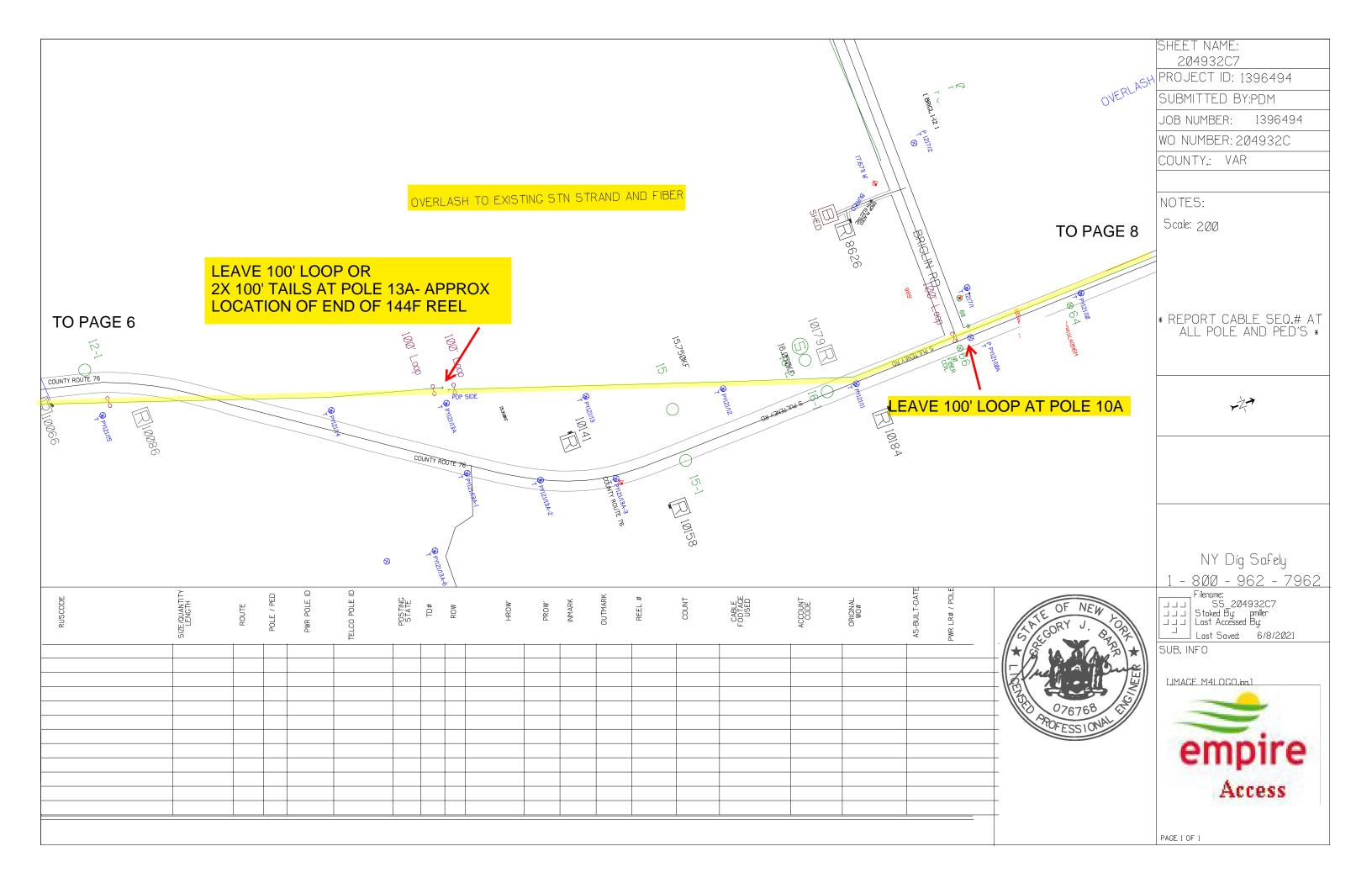


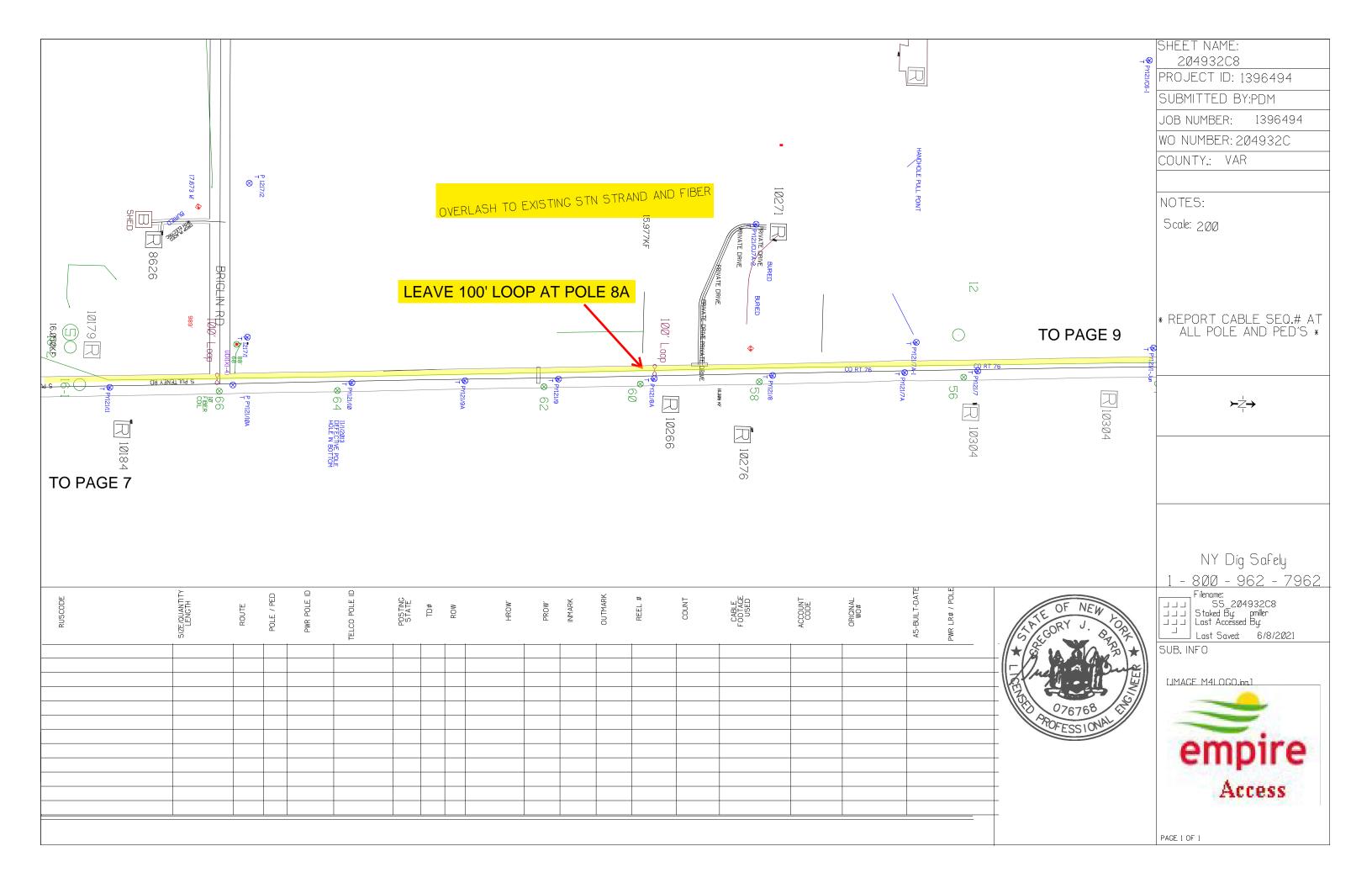


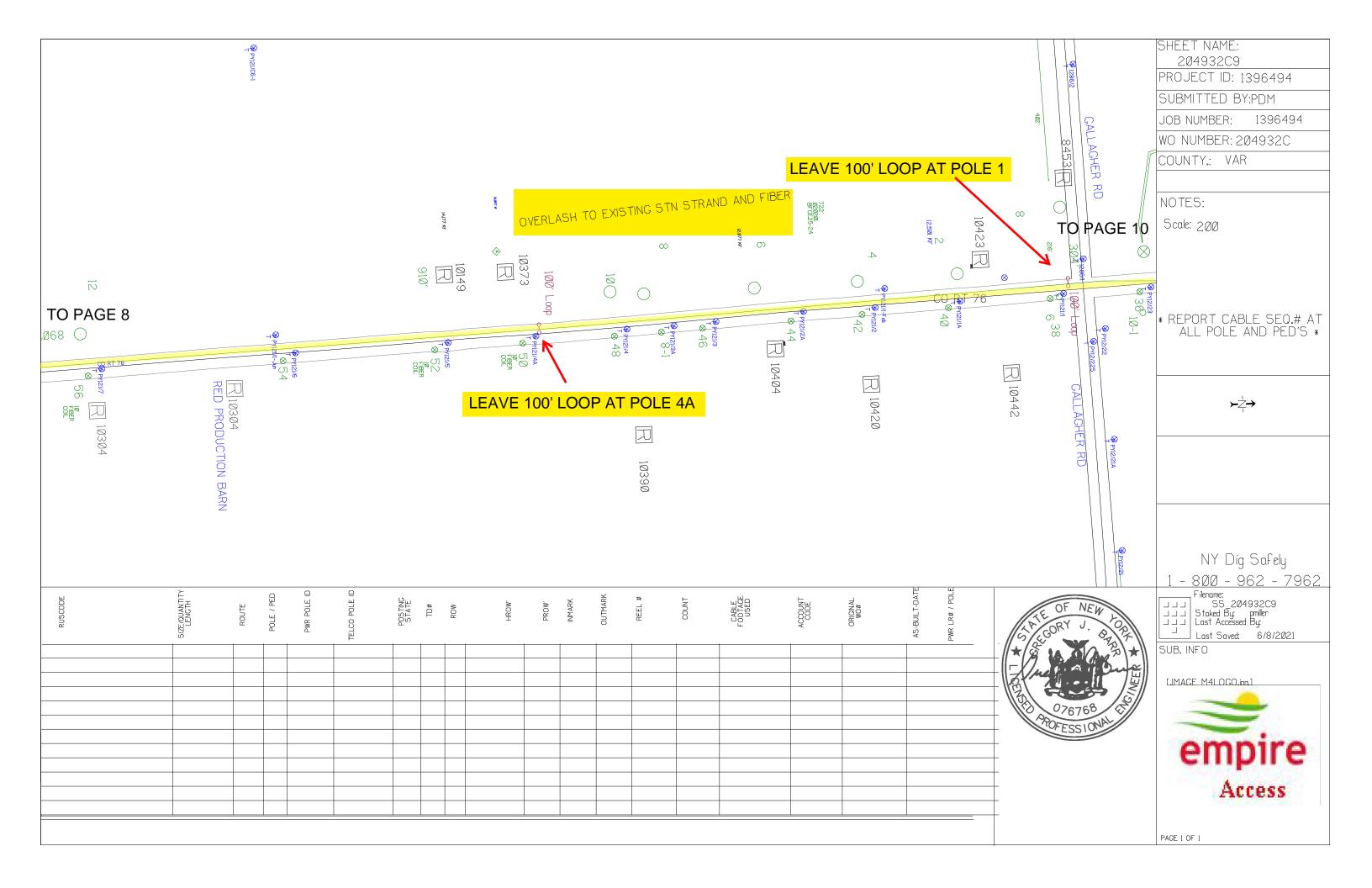


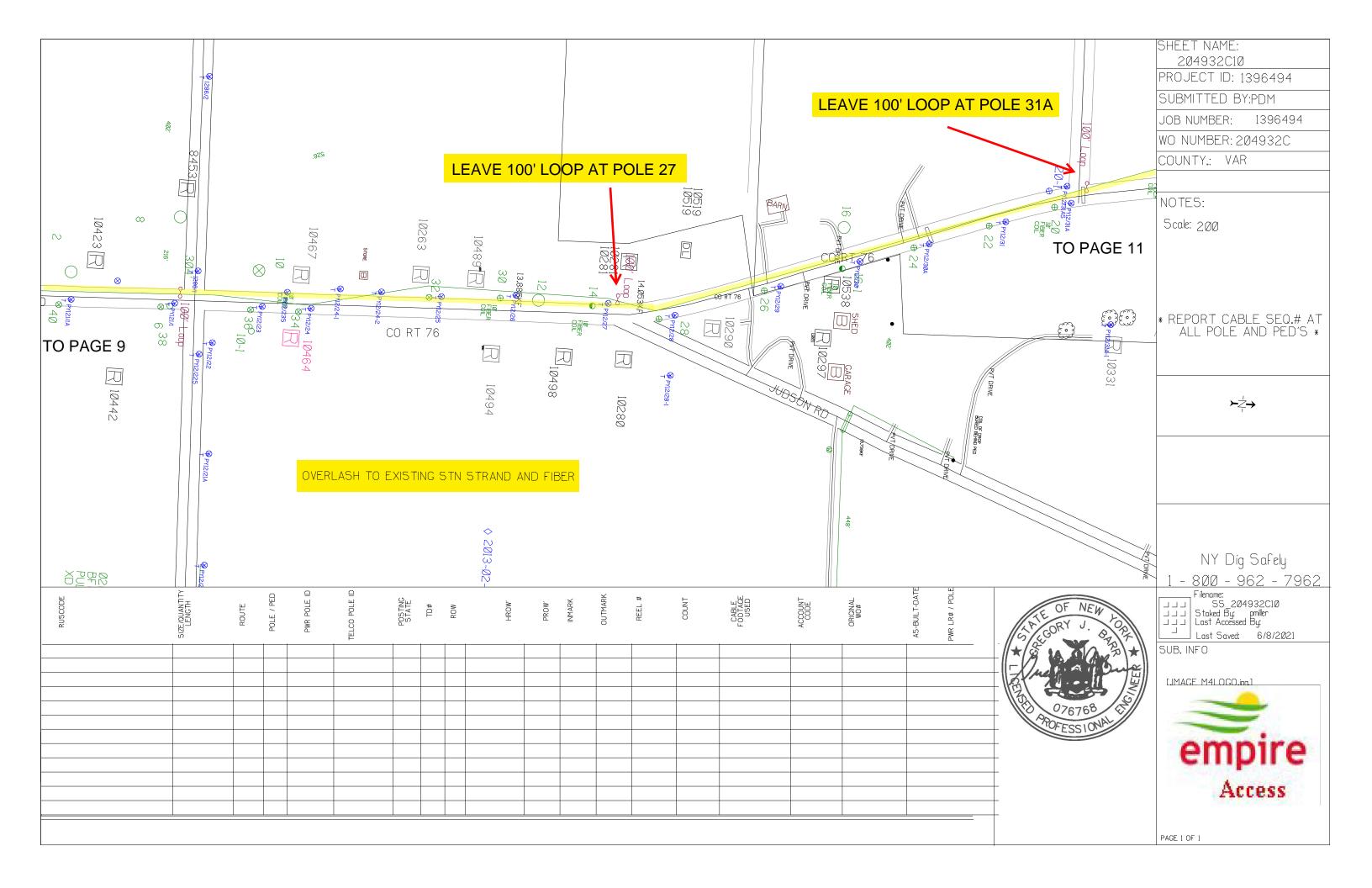


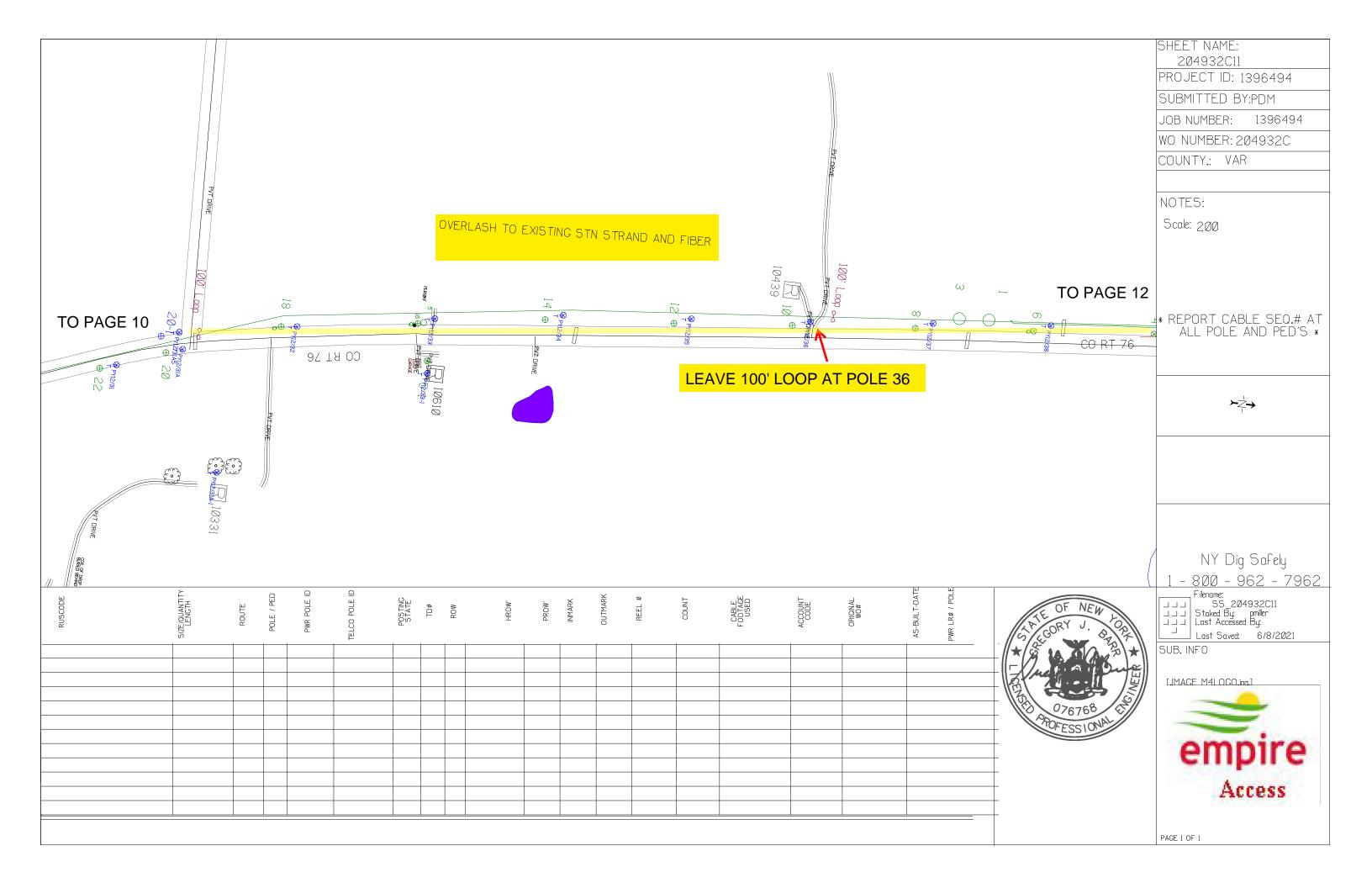


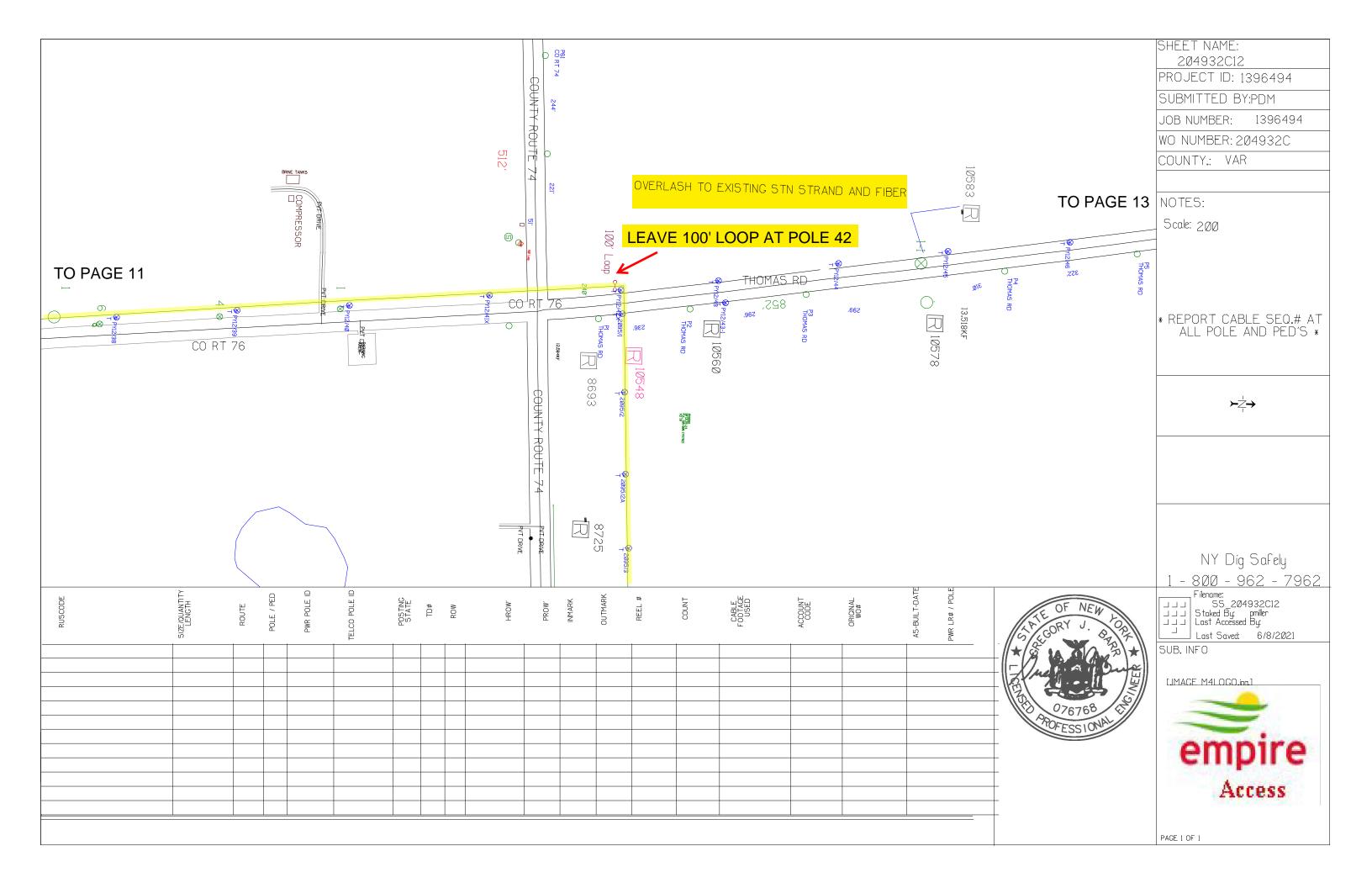


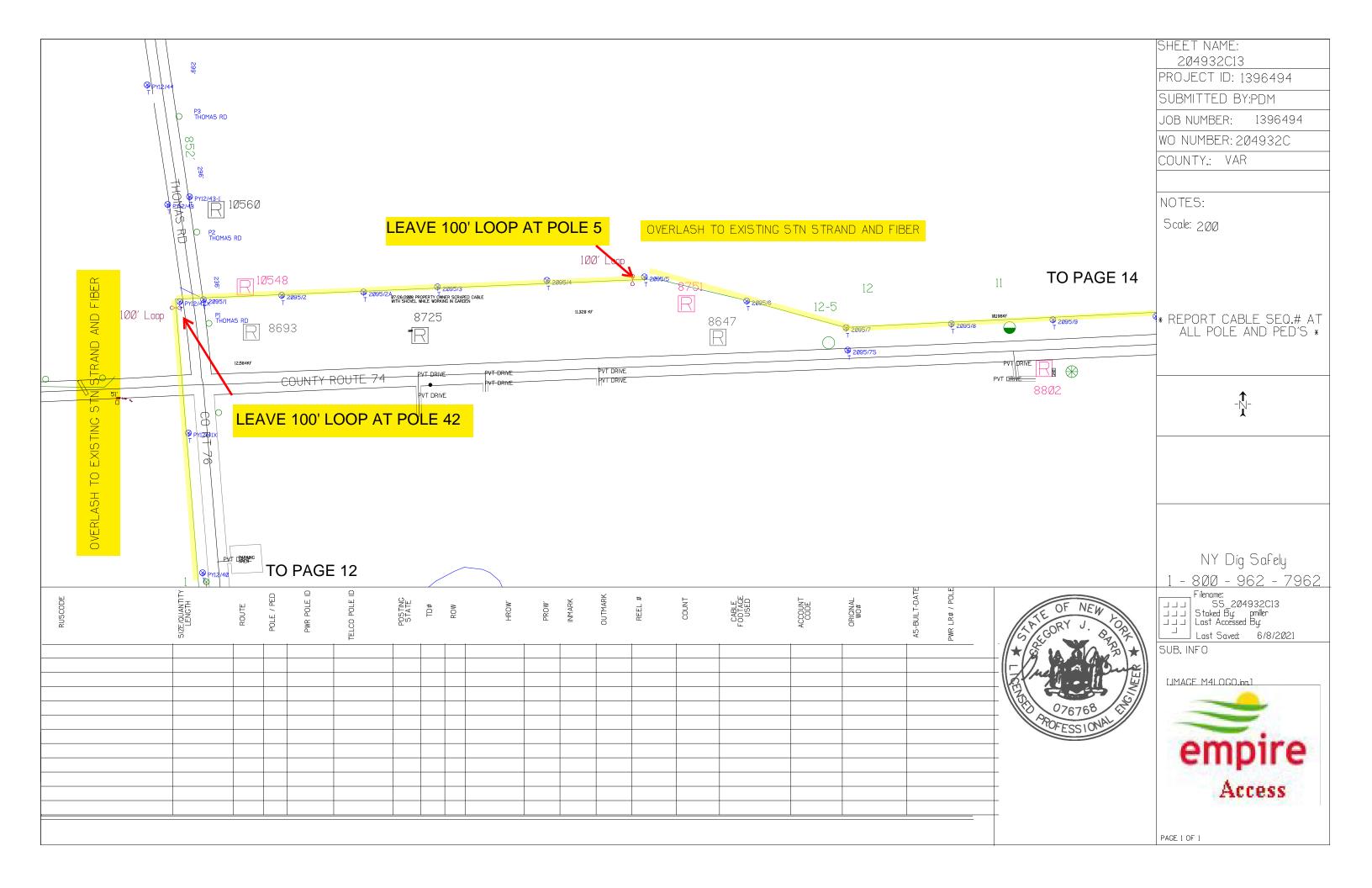


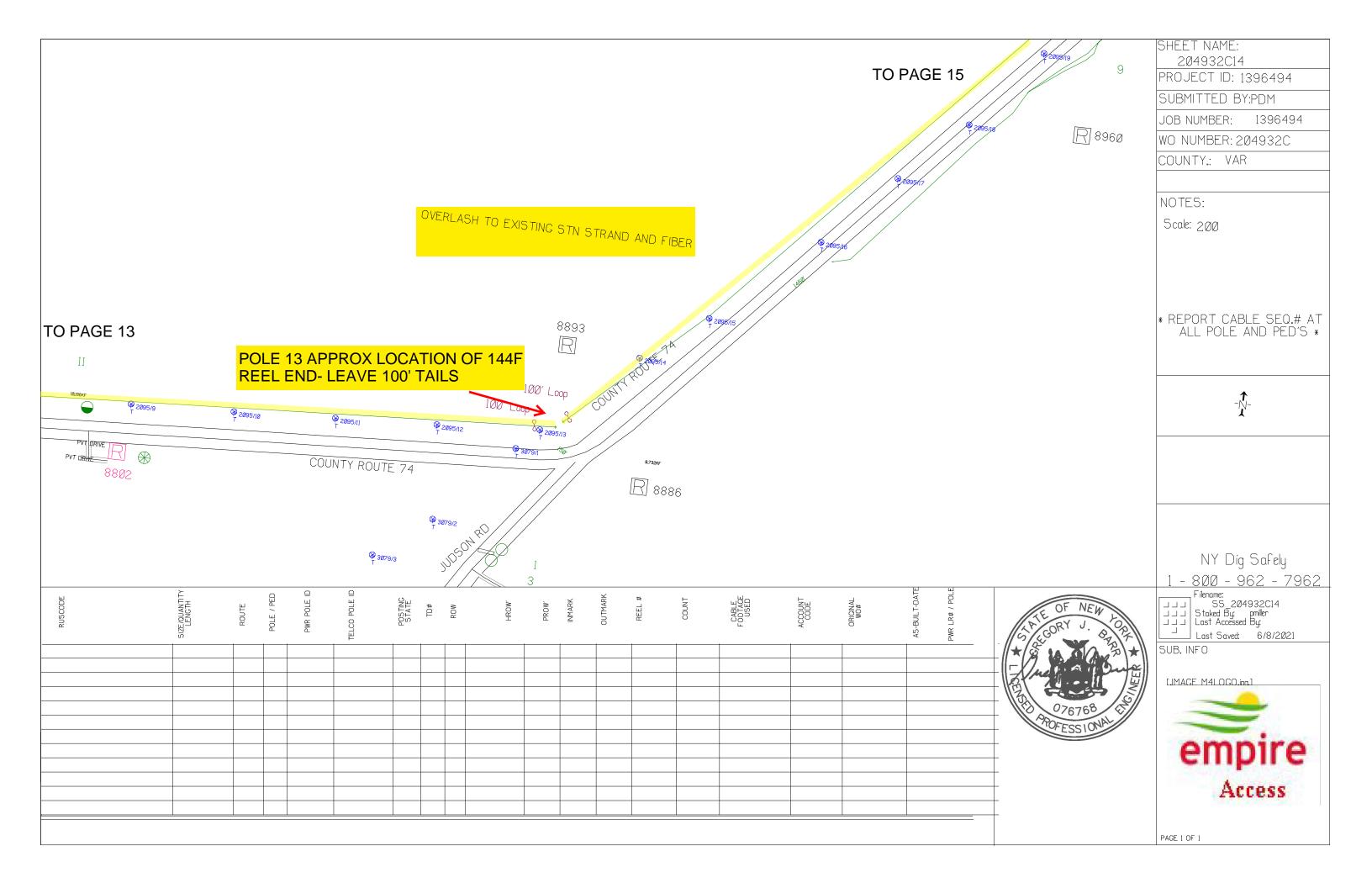


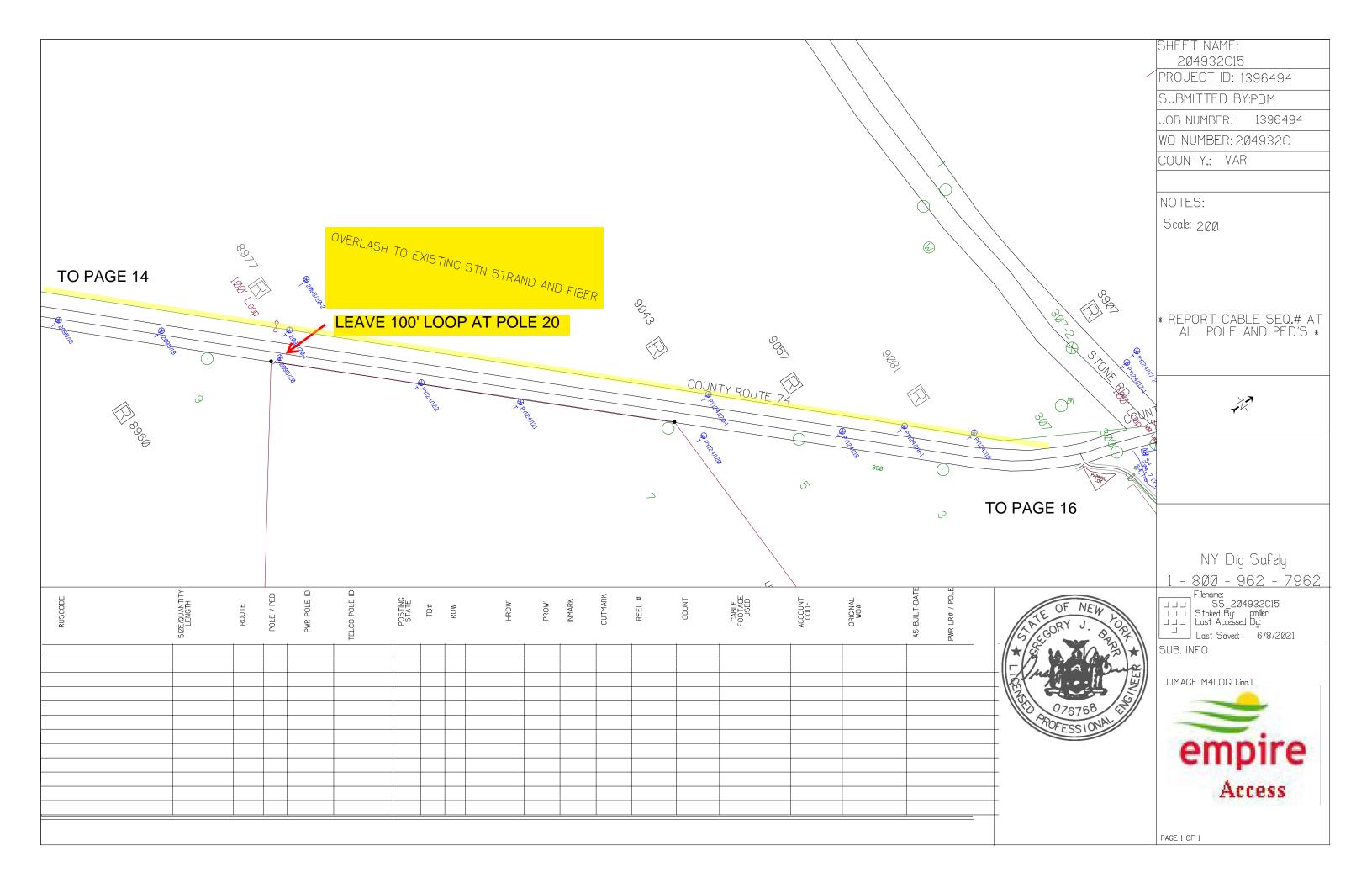


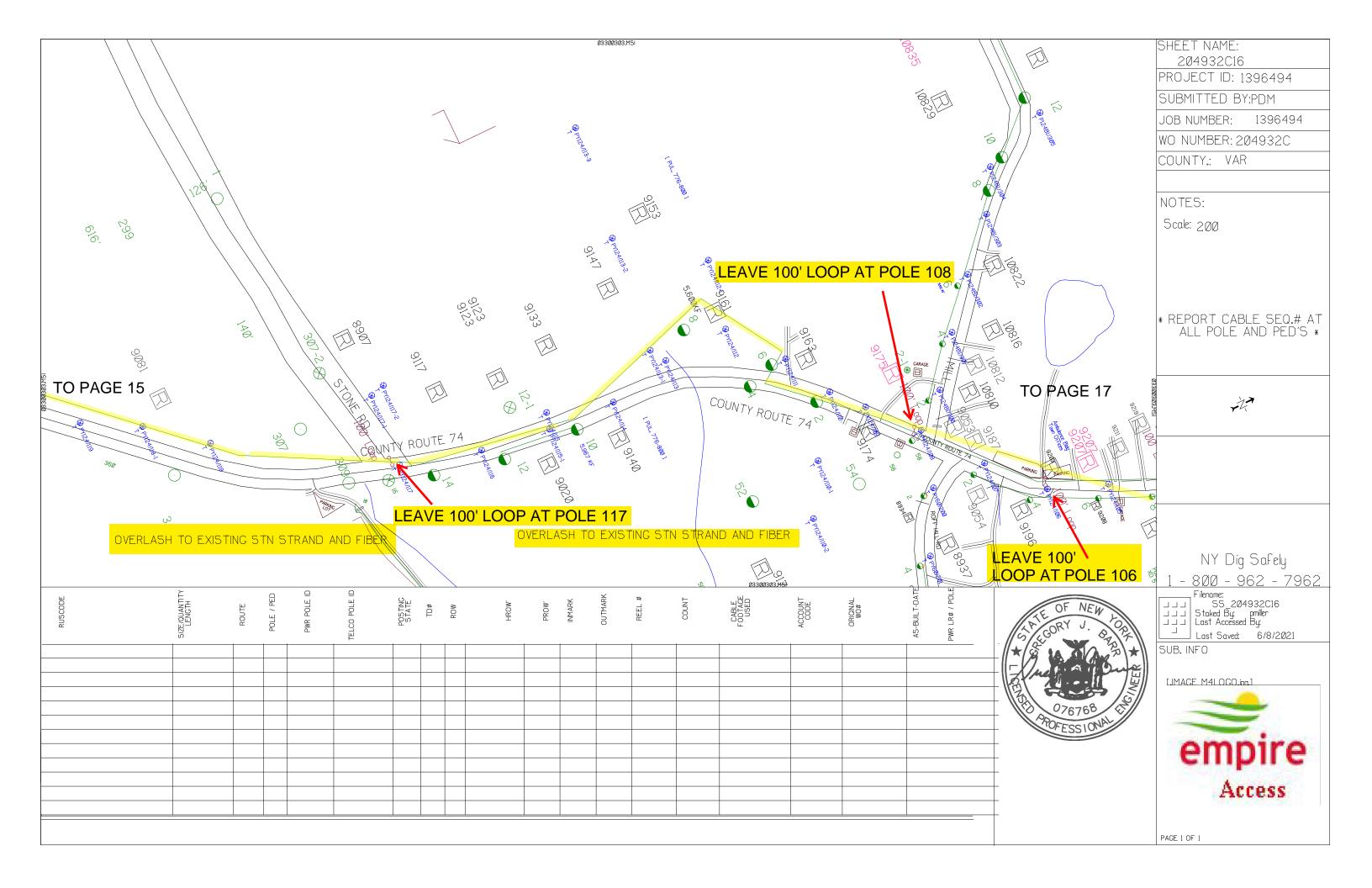


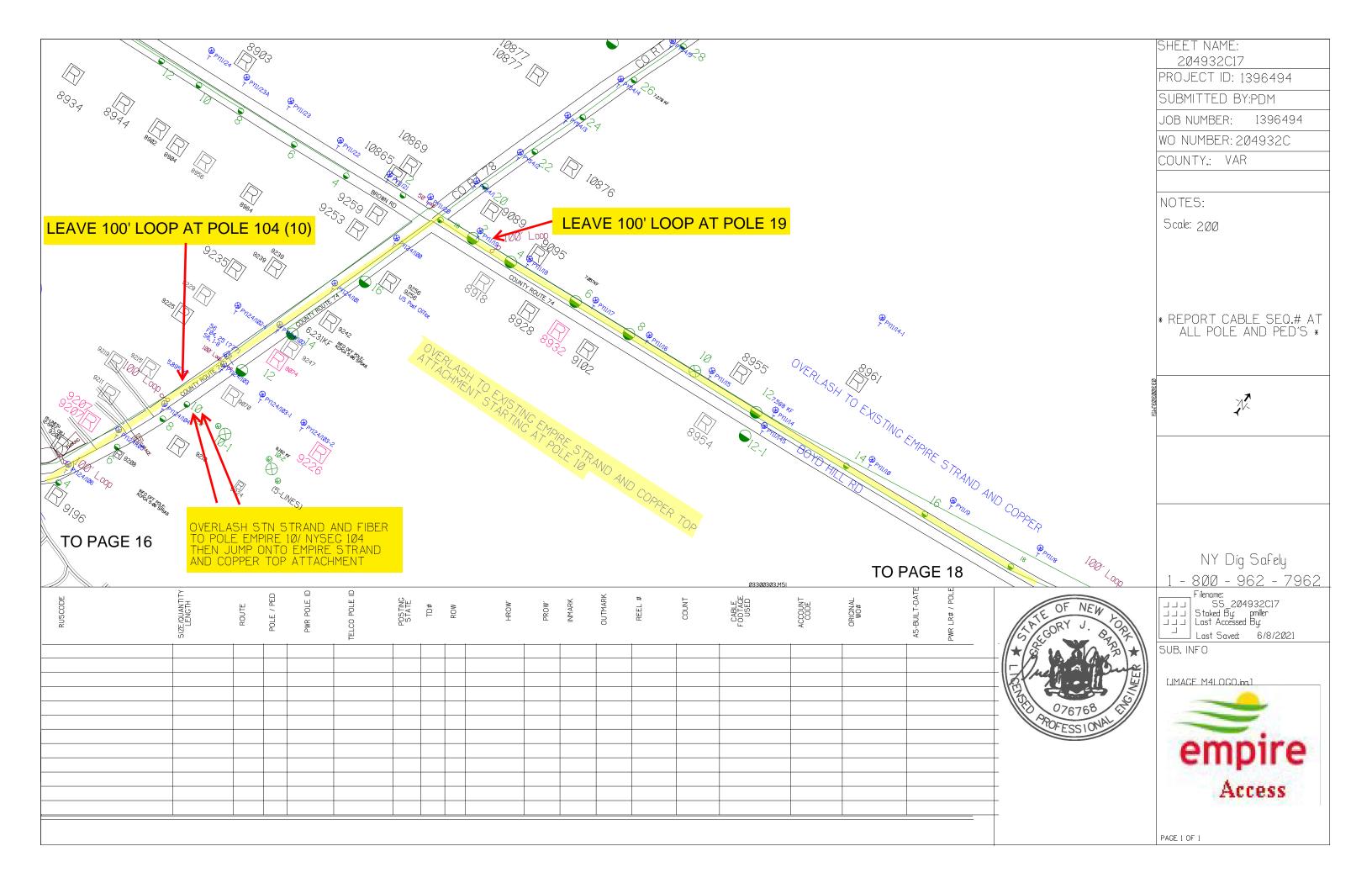


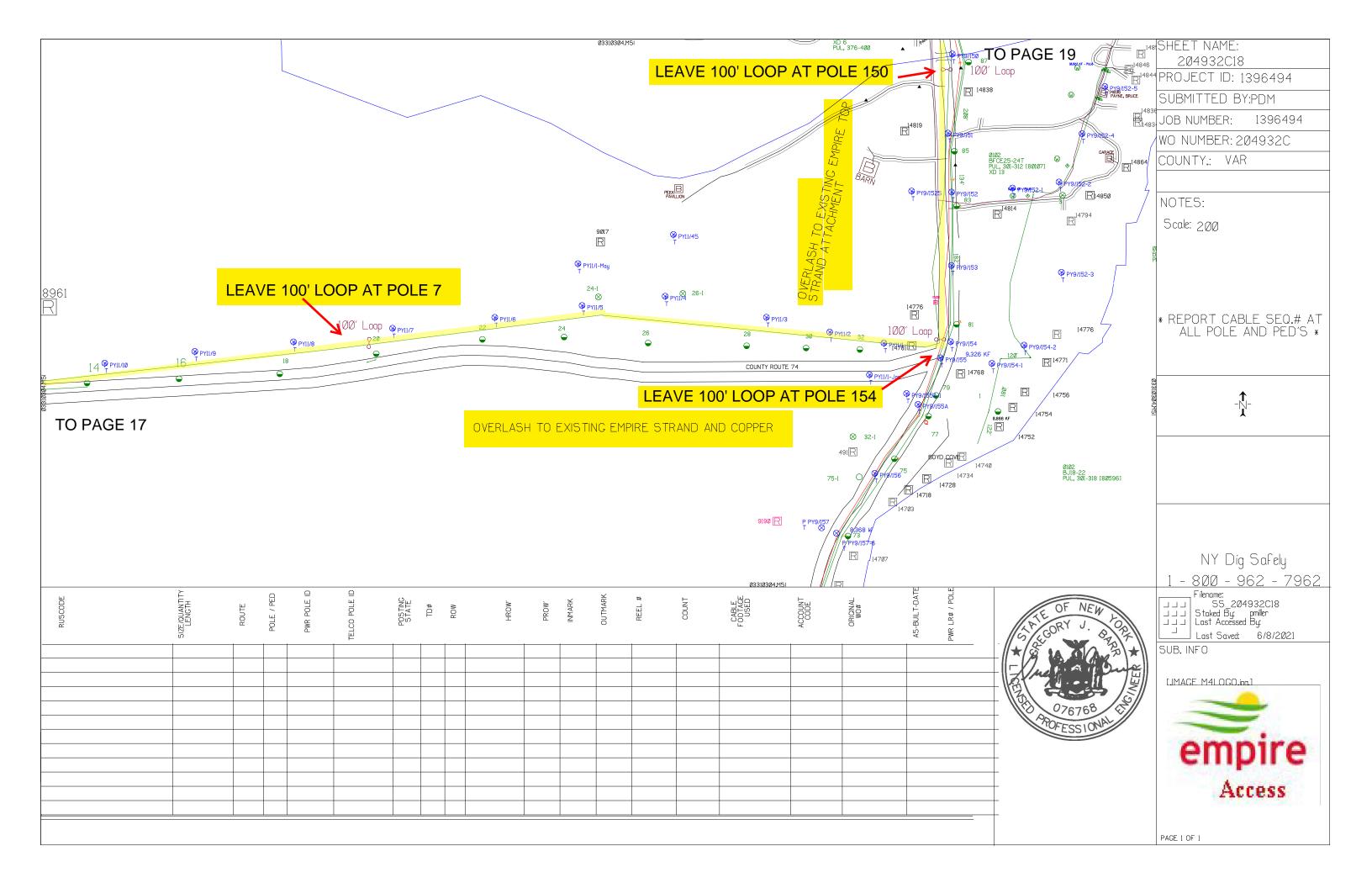


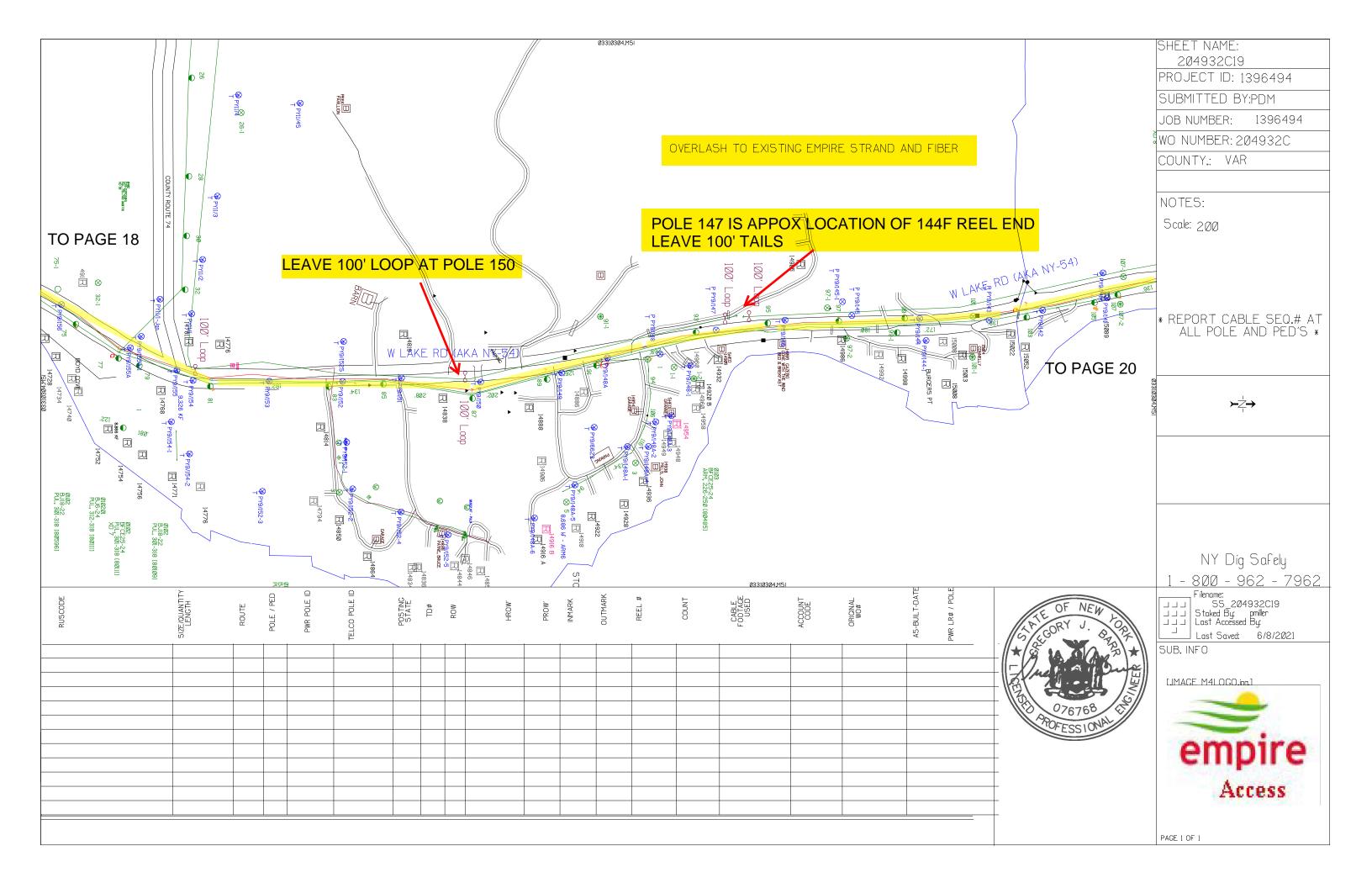


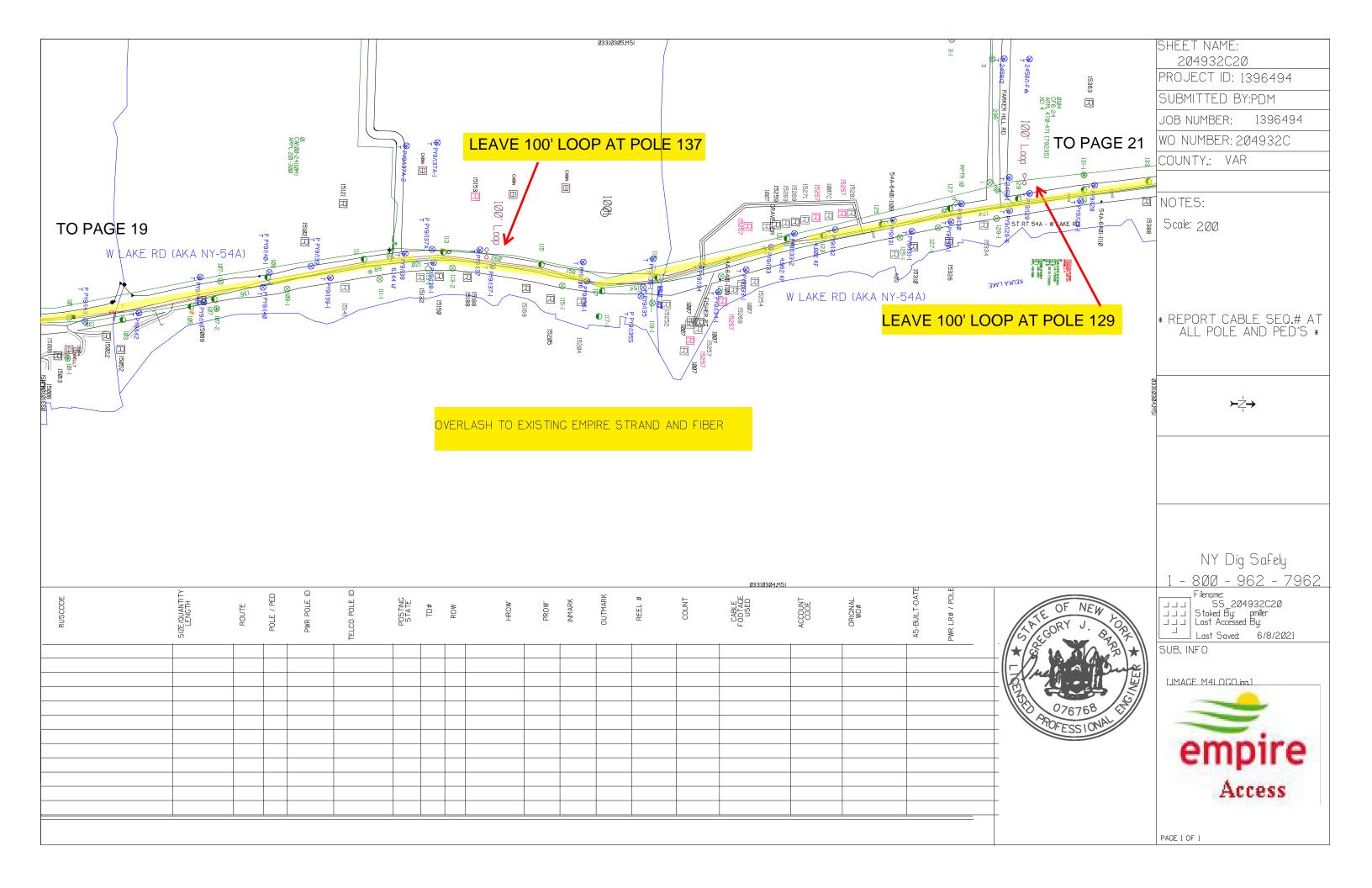


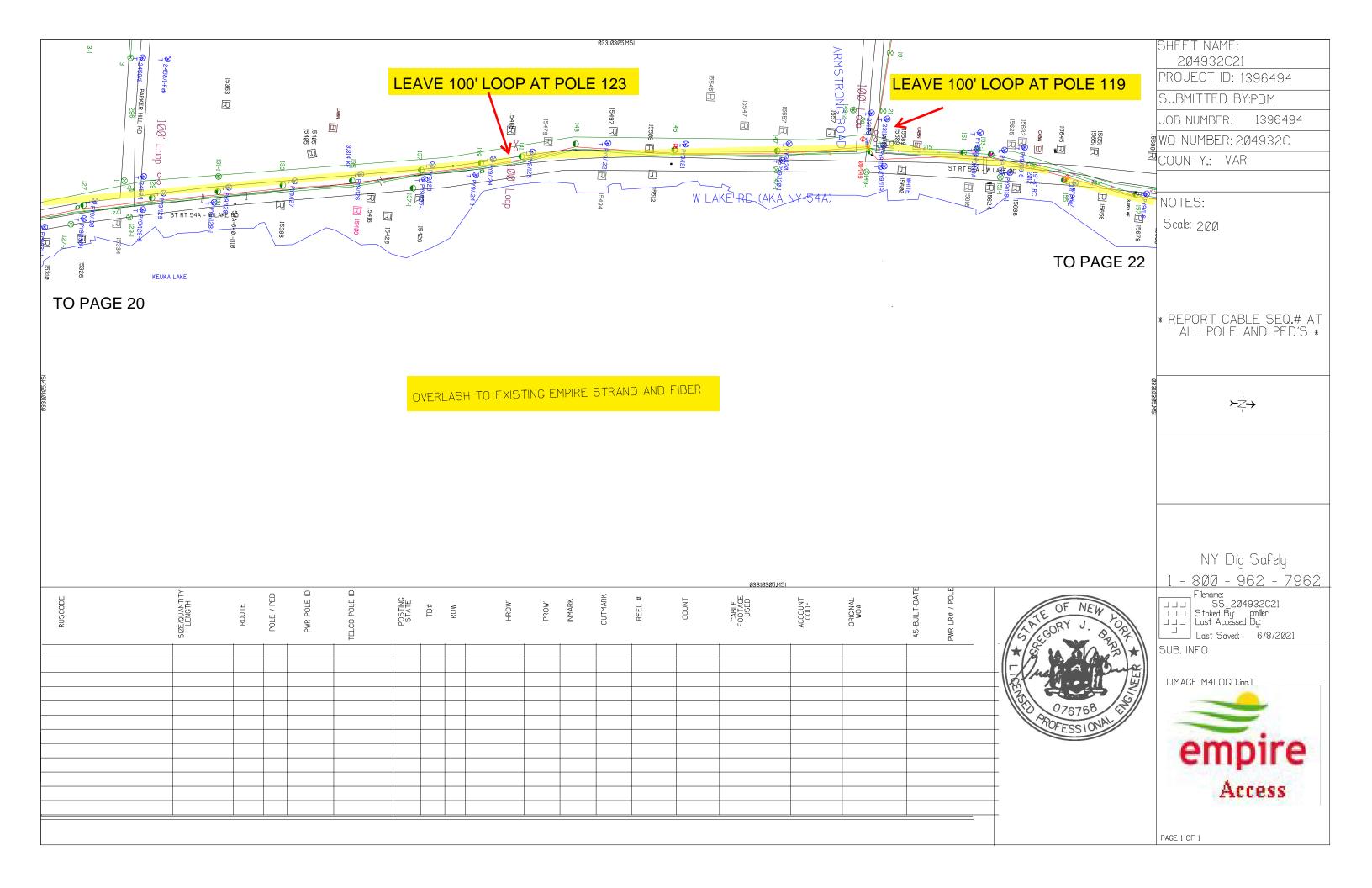


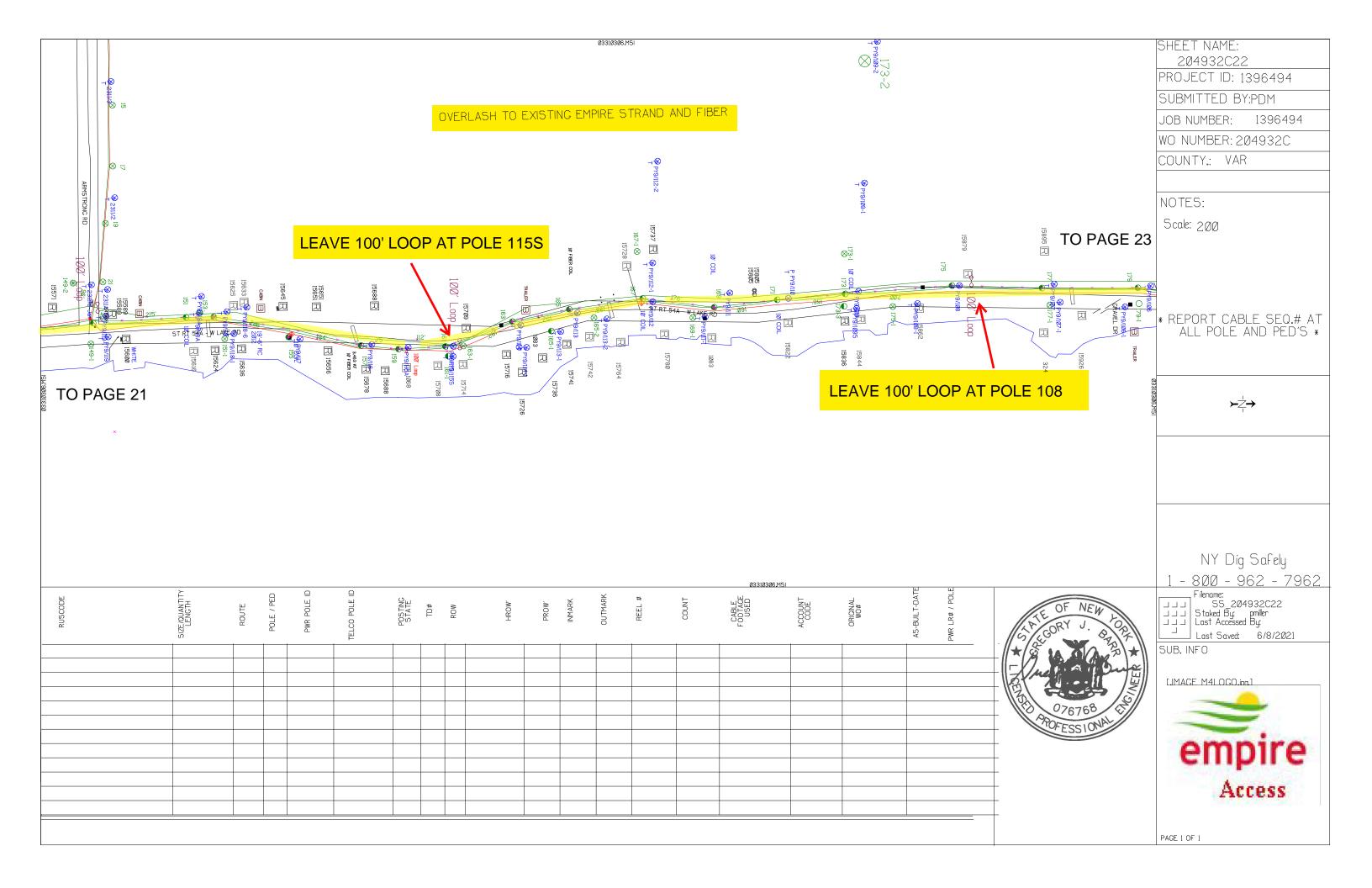


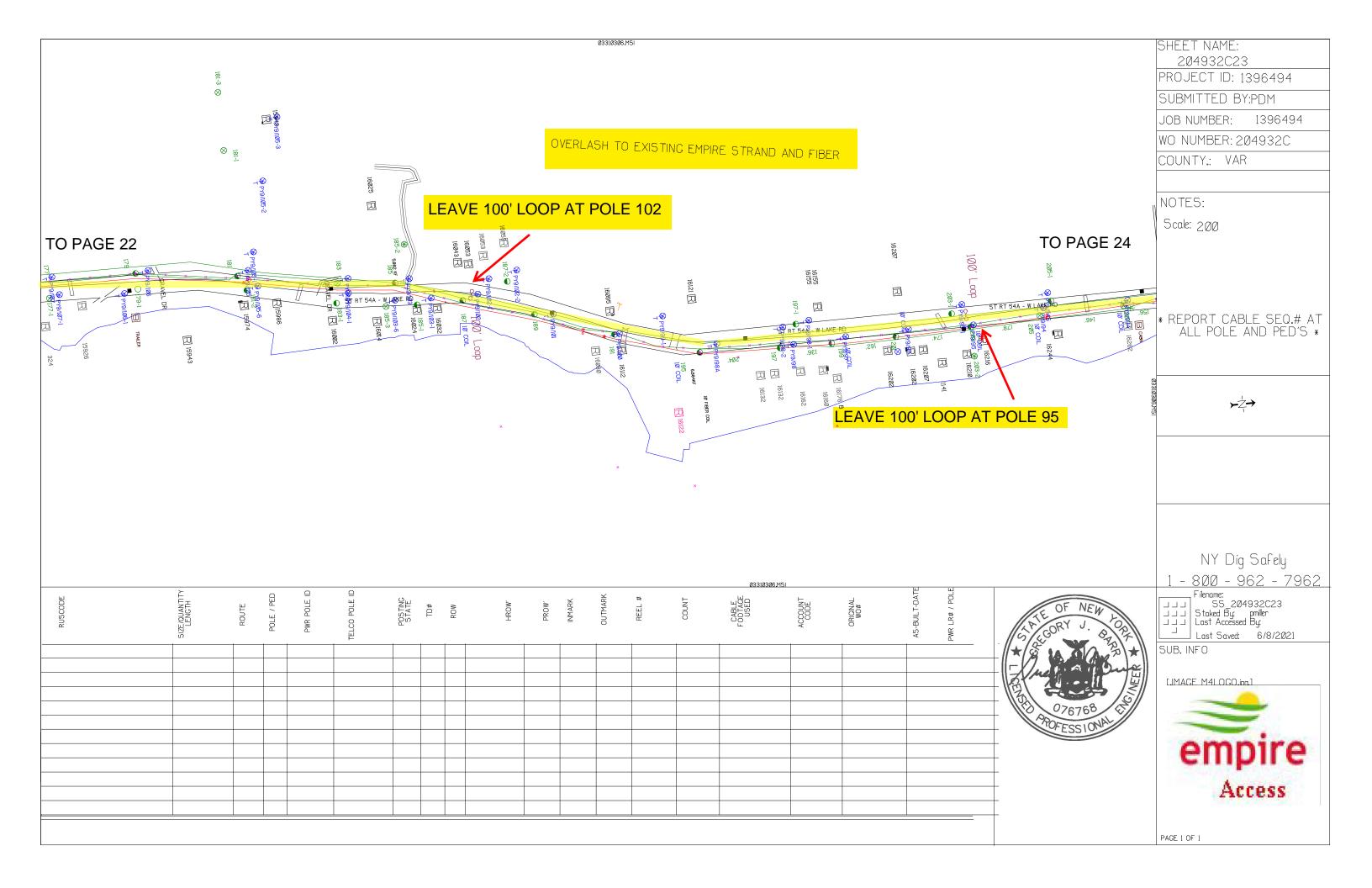


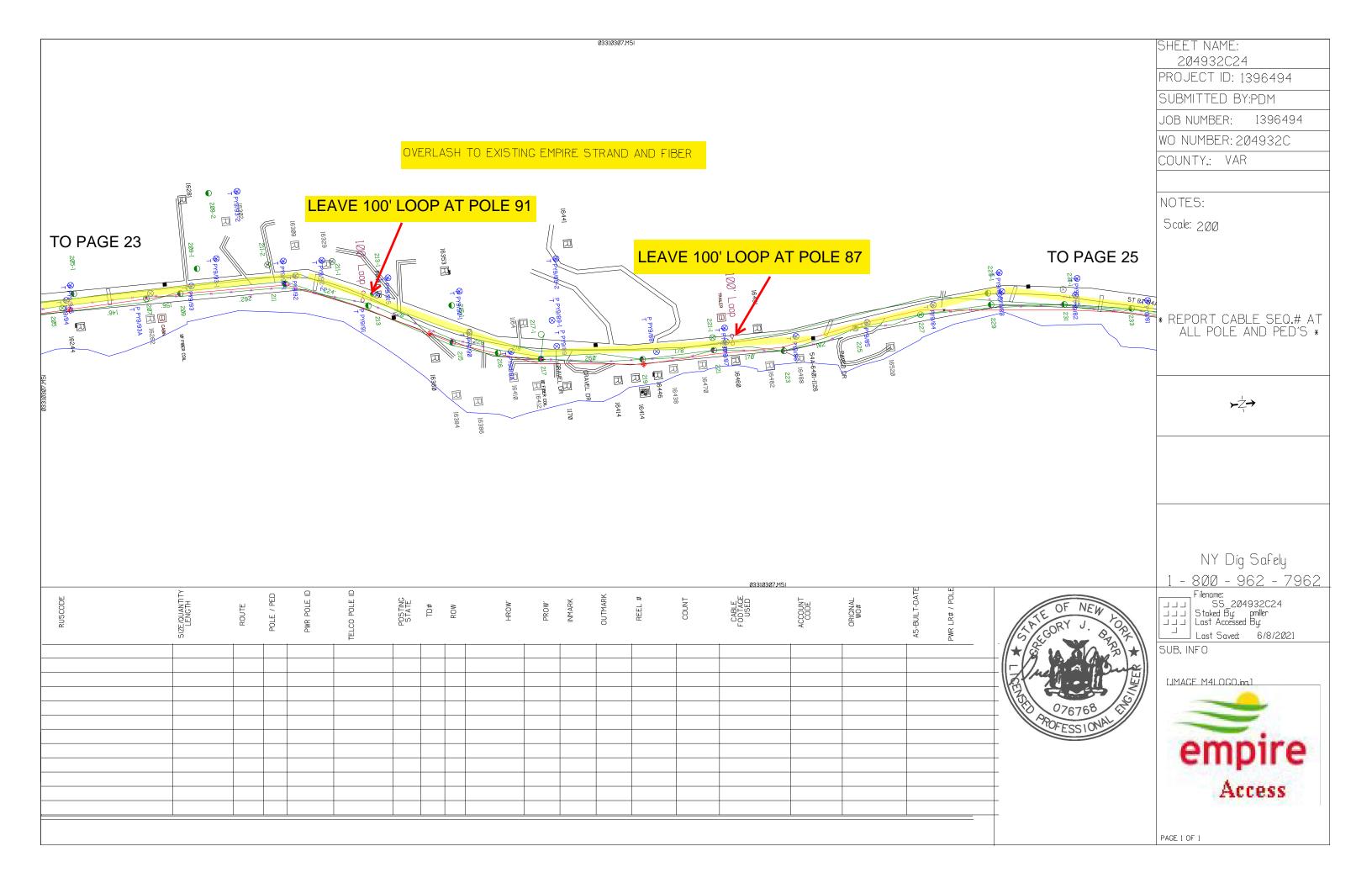


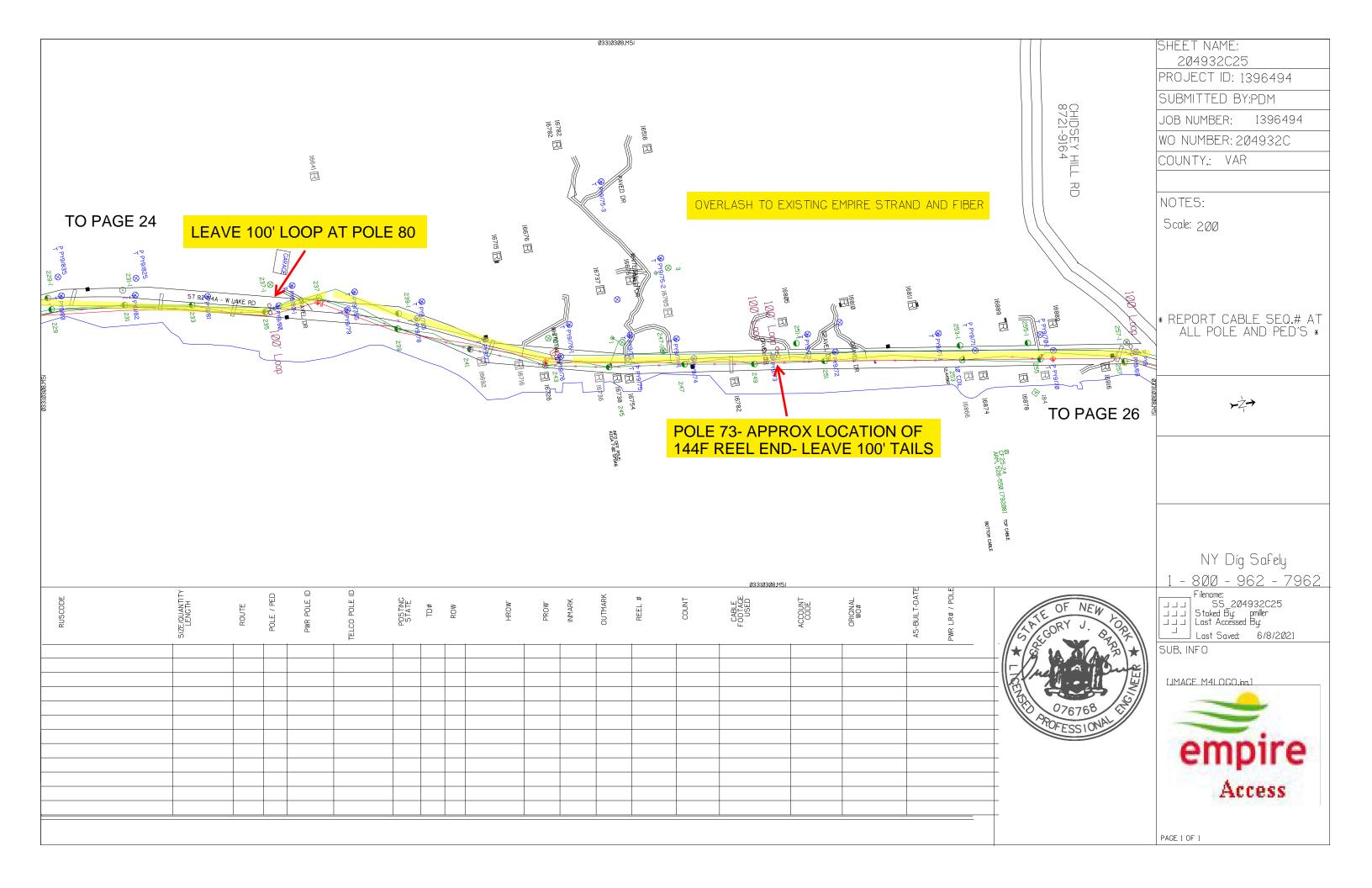


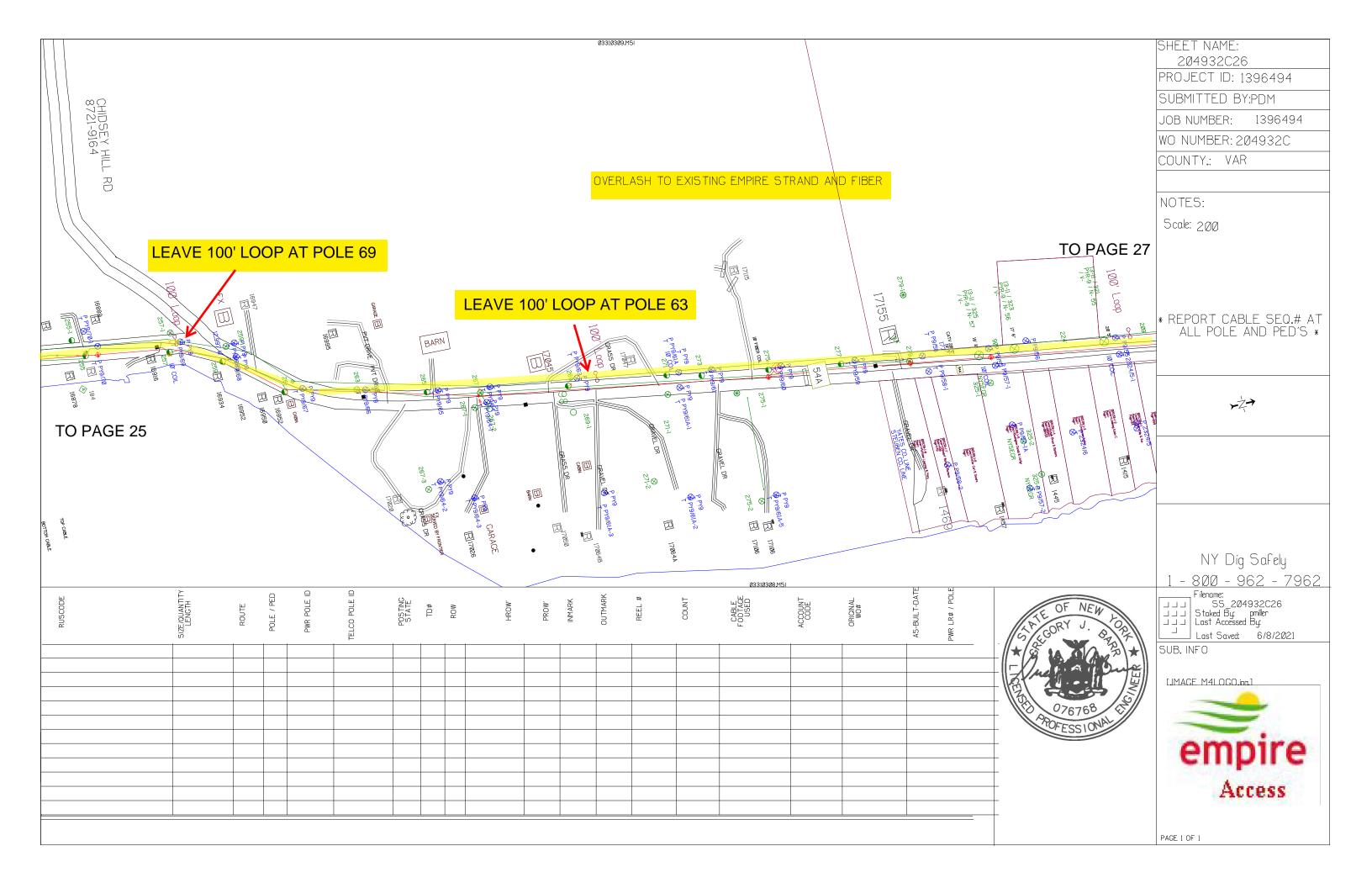


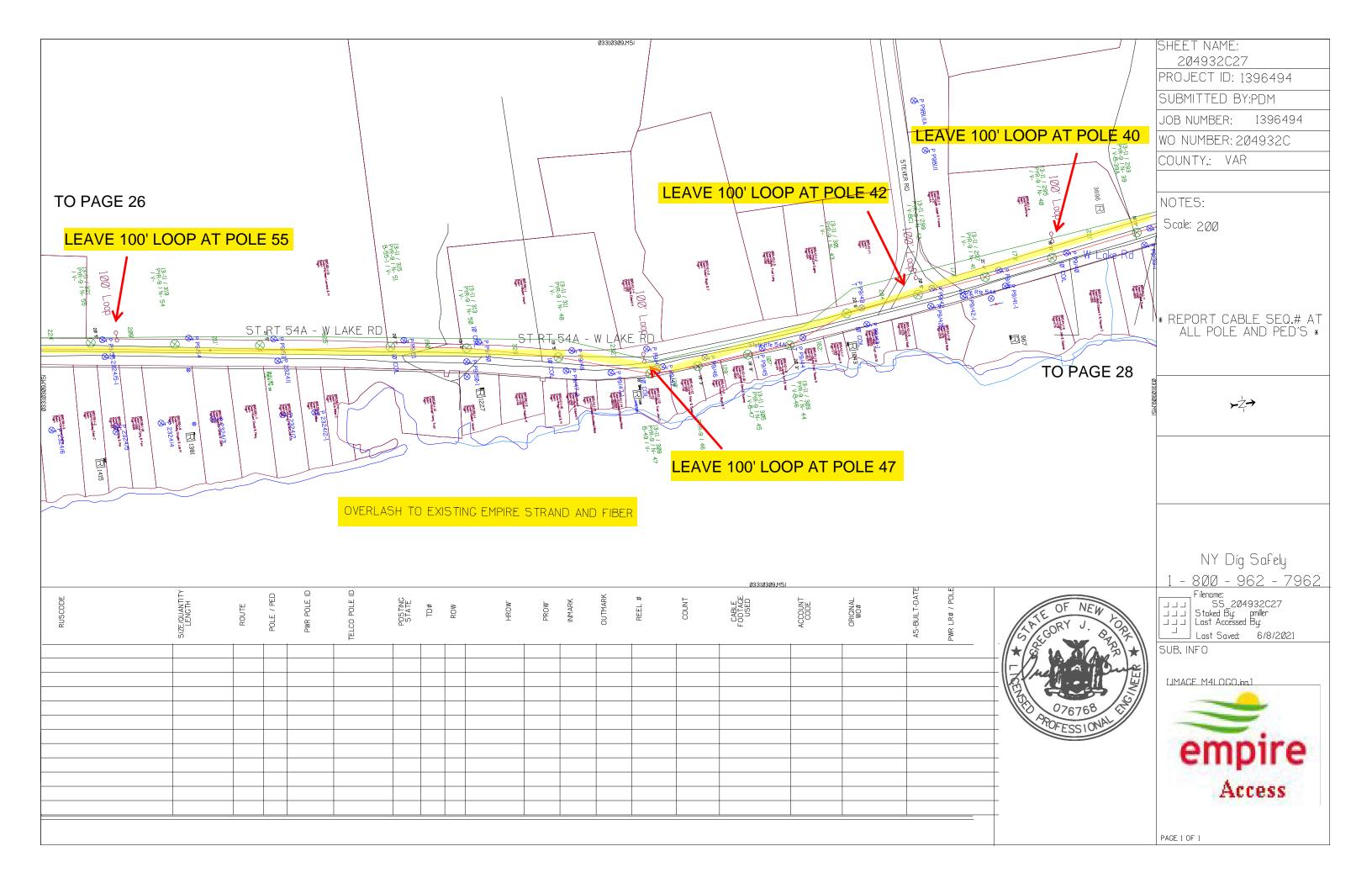


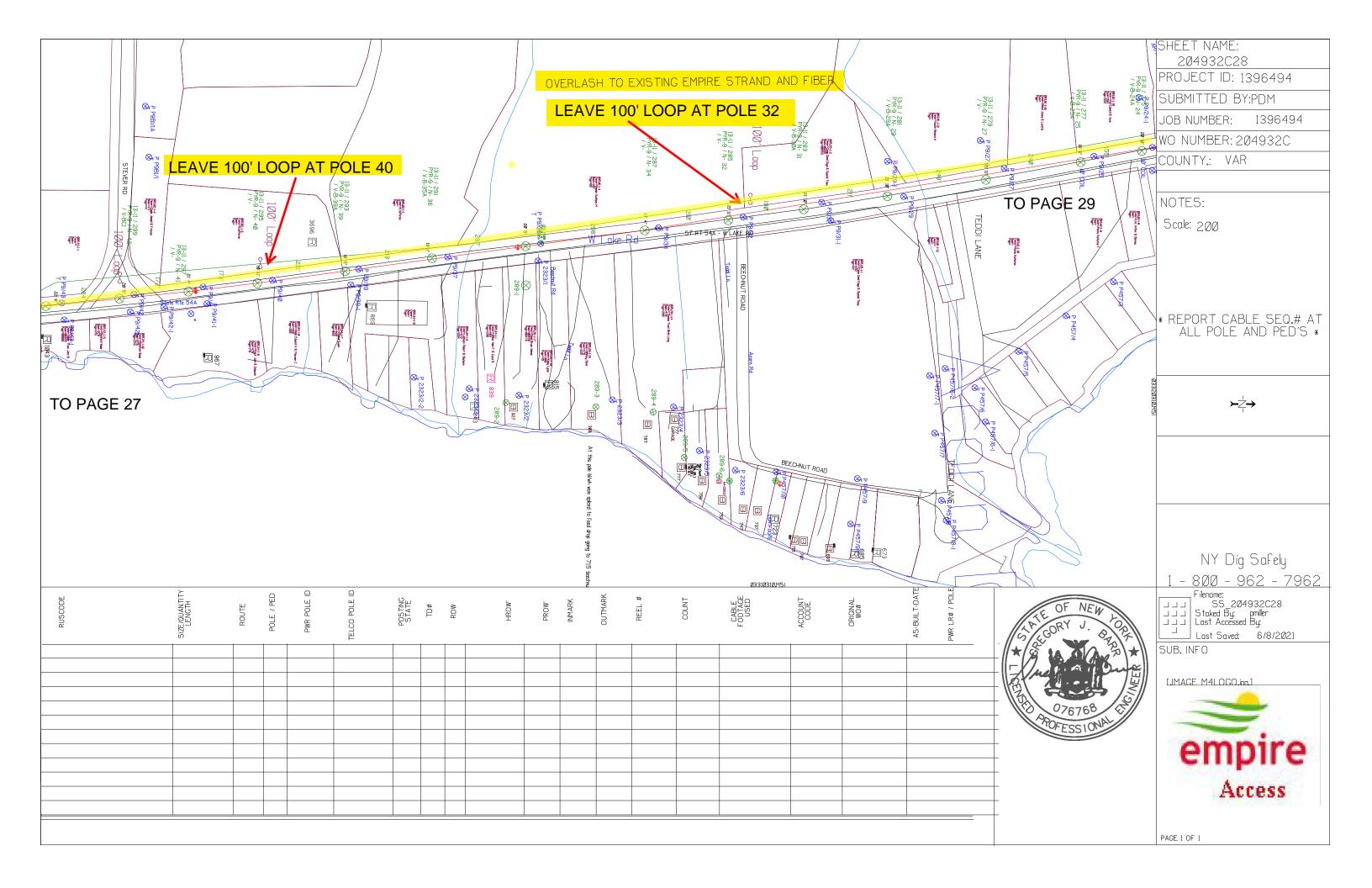


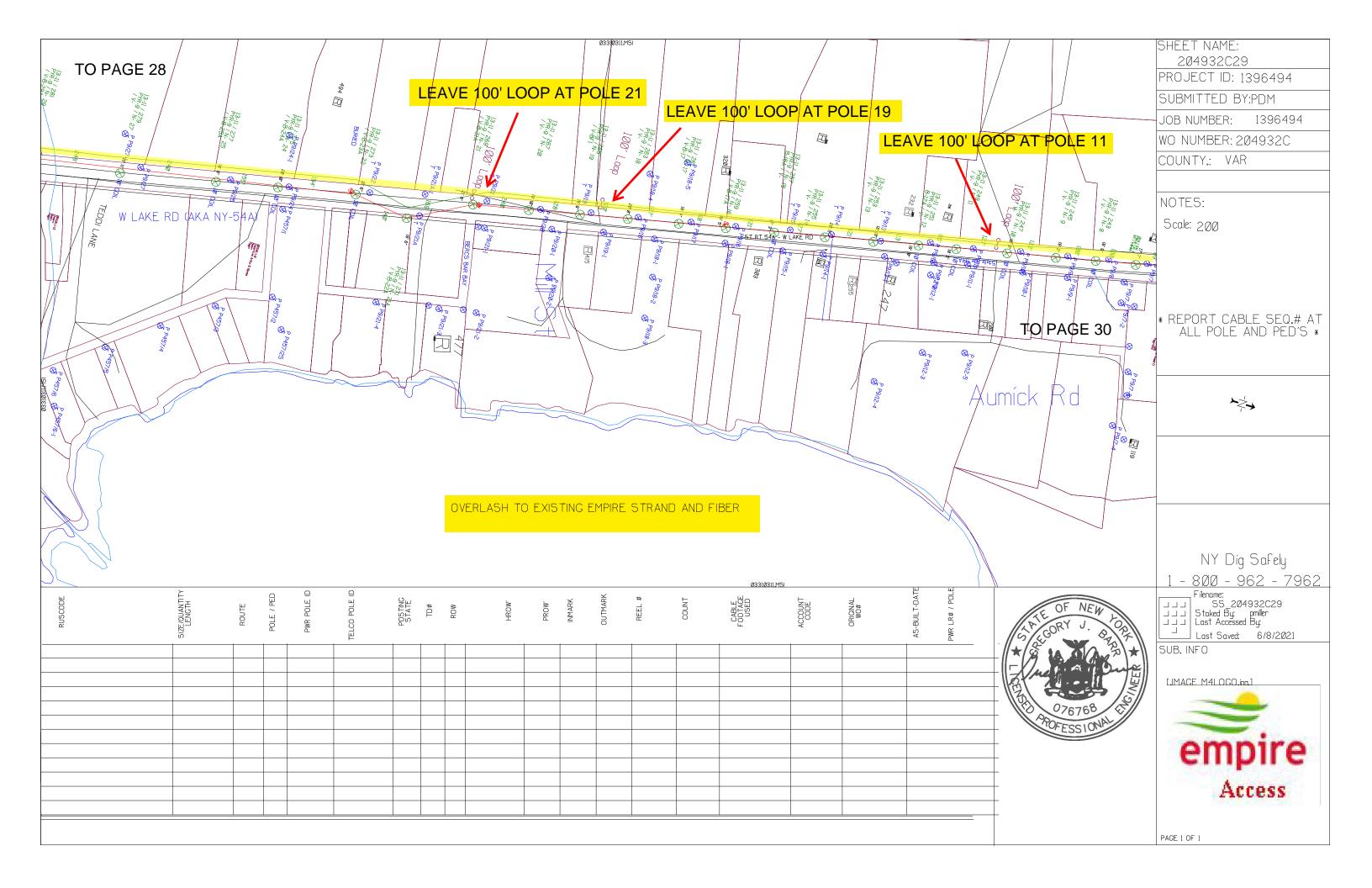


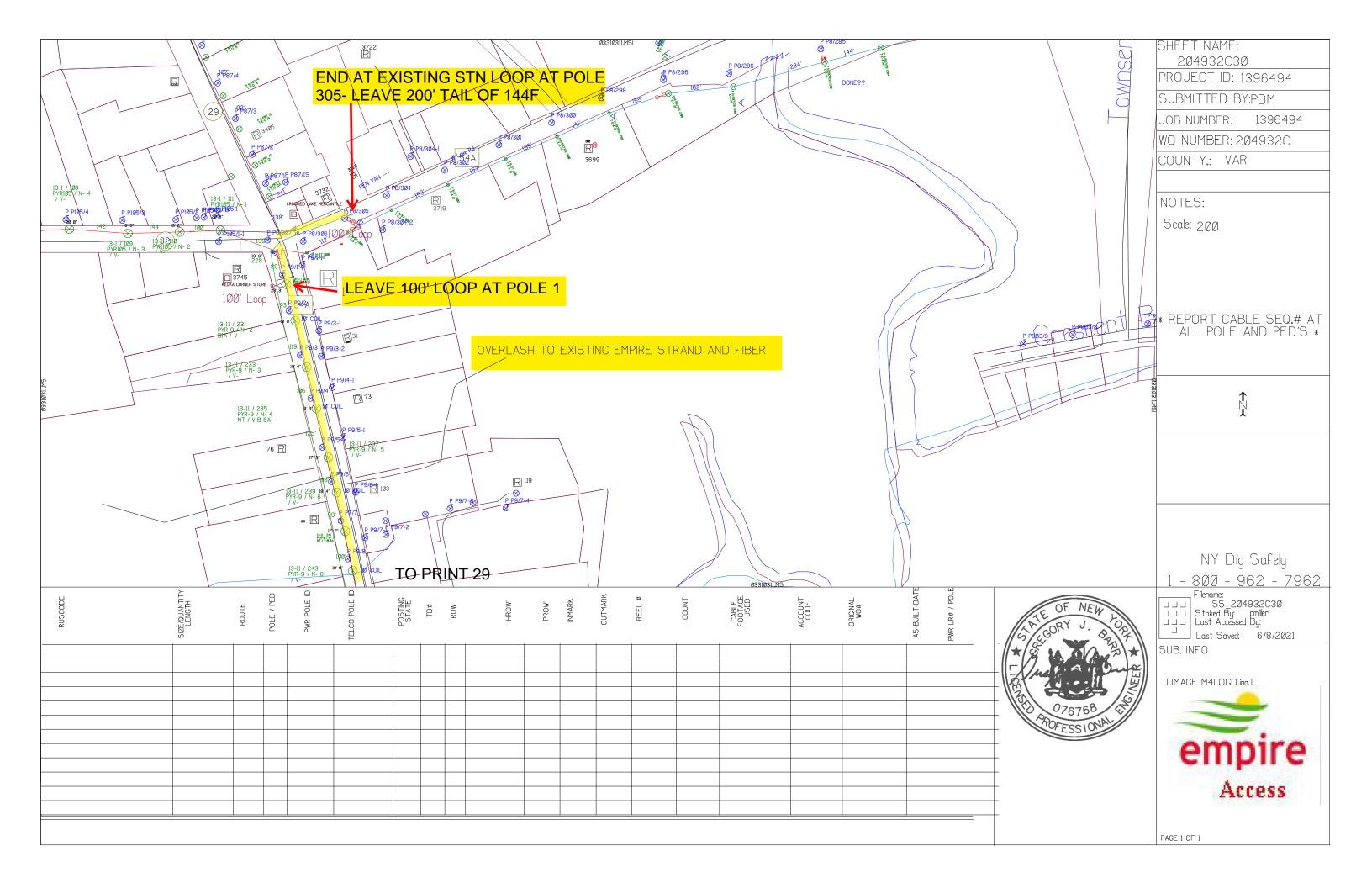


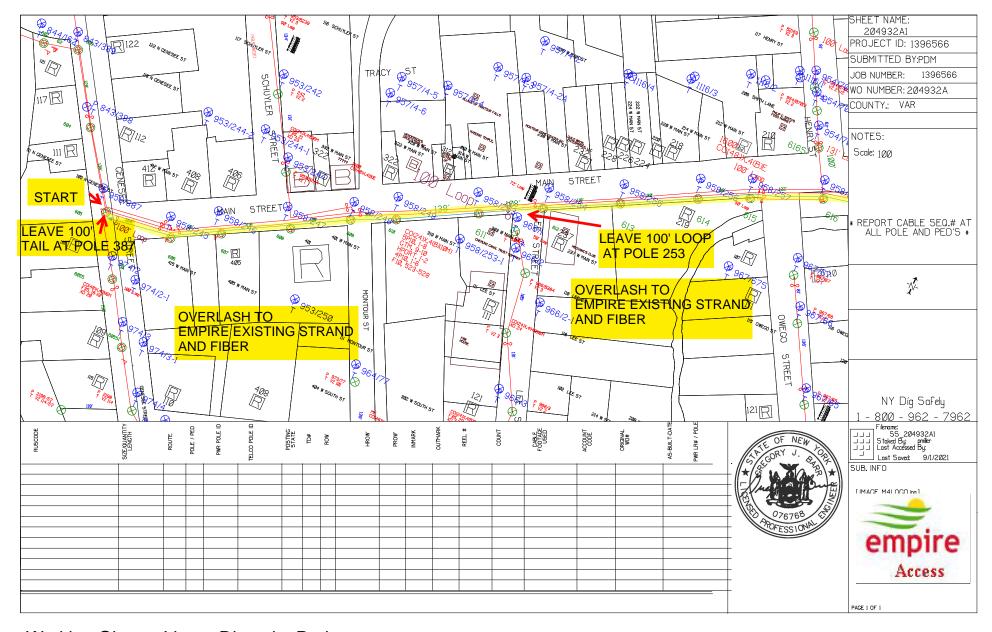






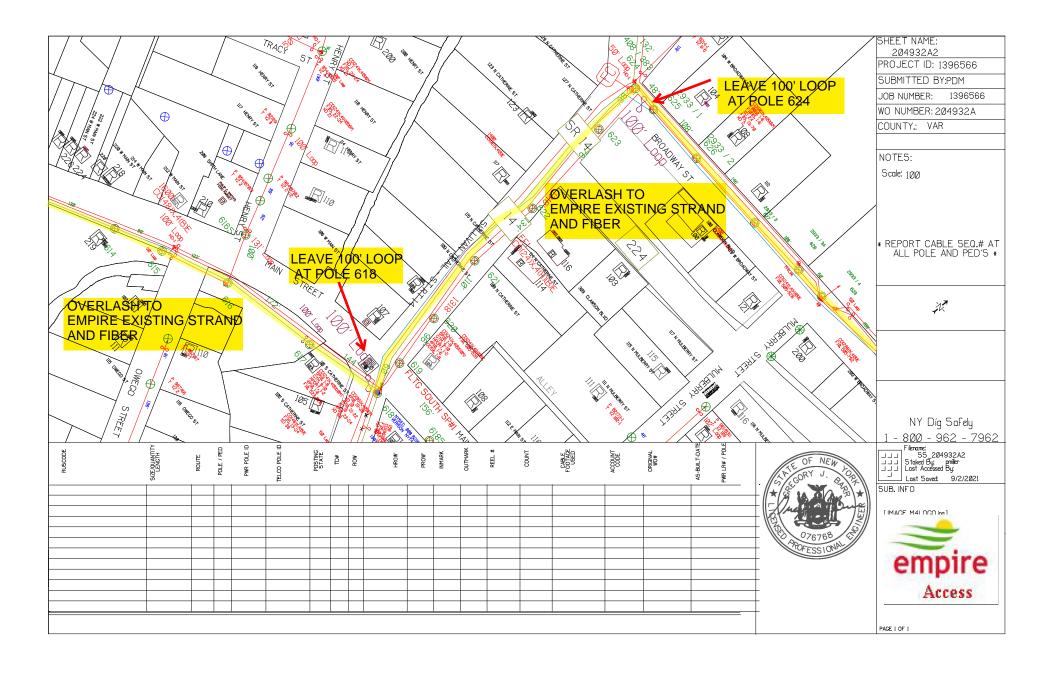


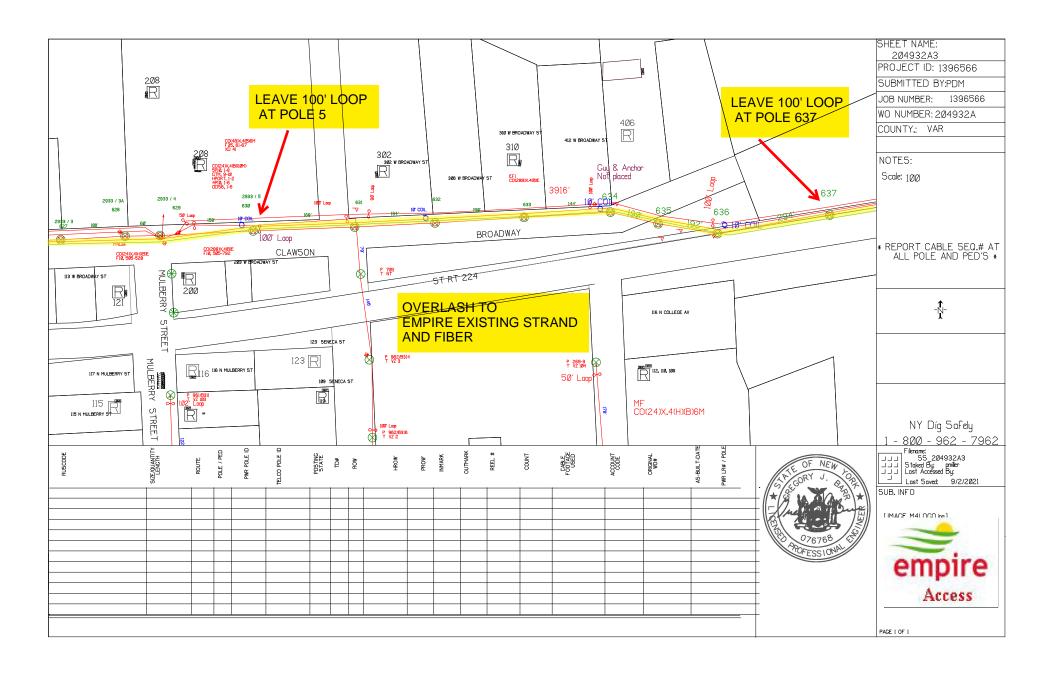


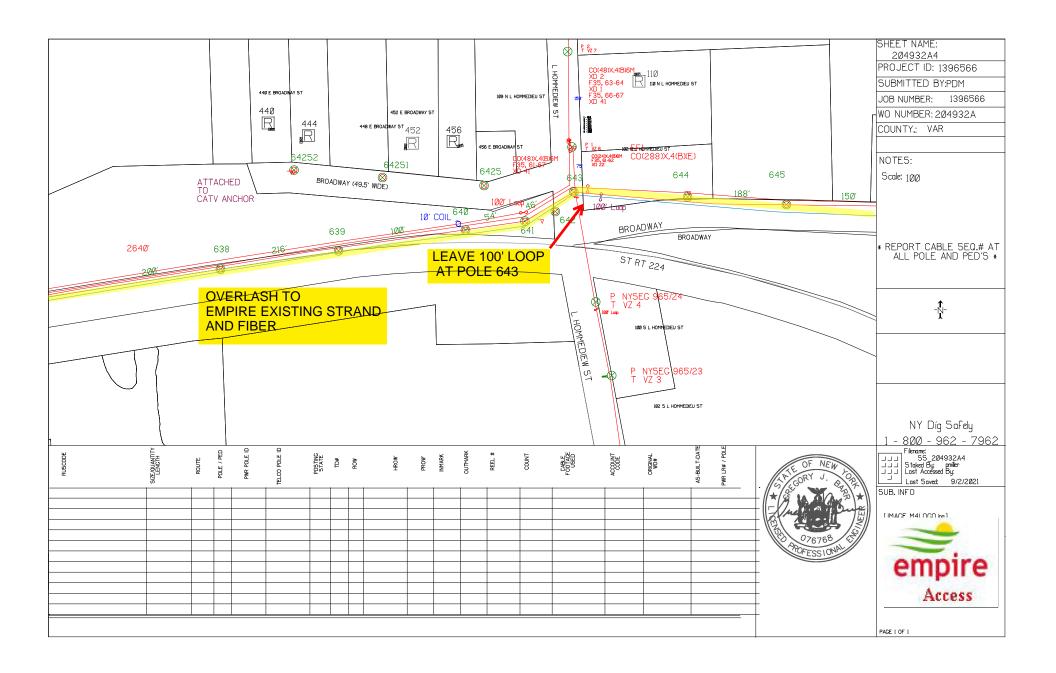


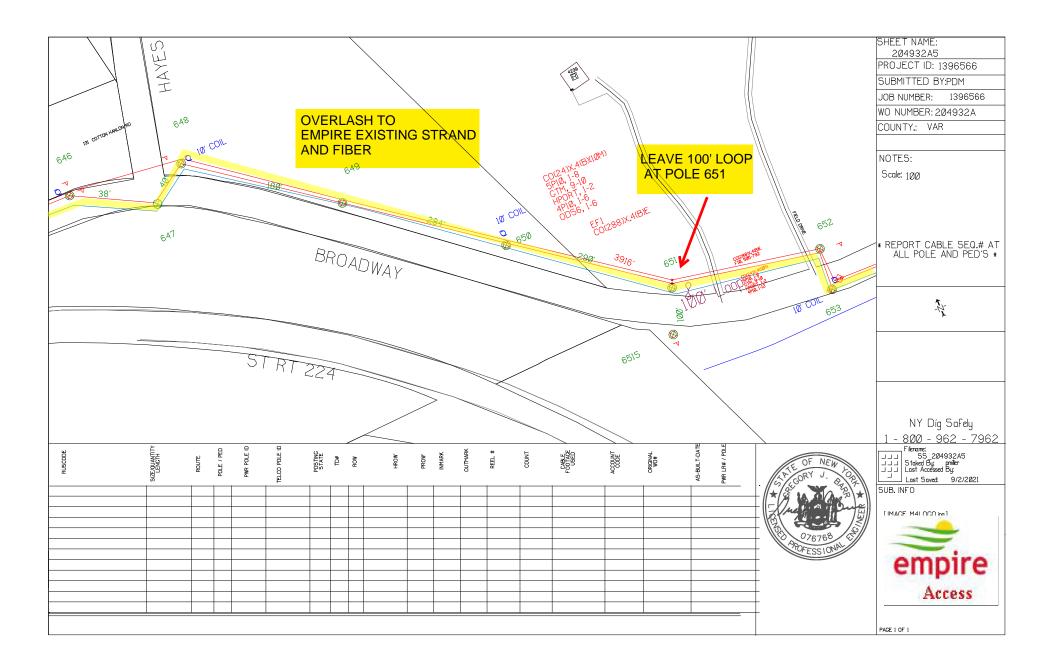
Watkins Glen to Ithaca Diversity Project:

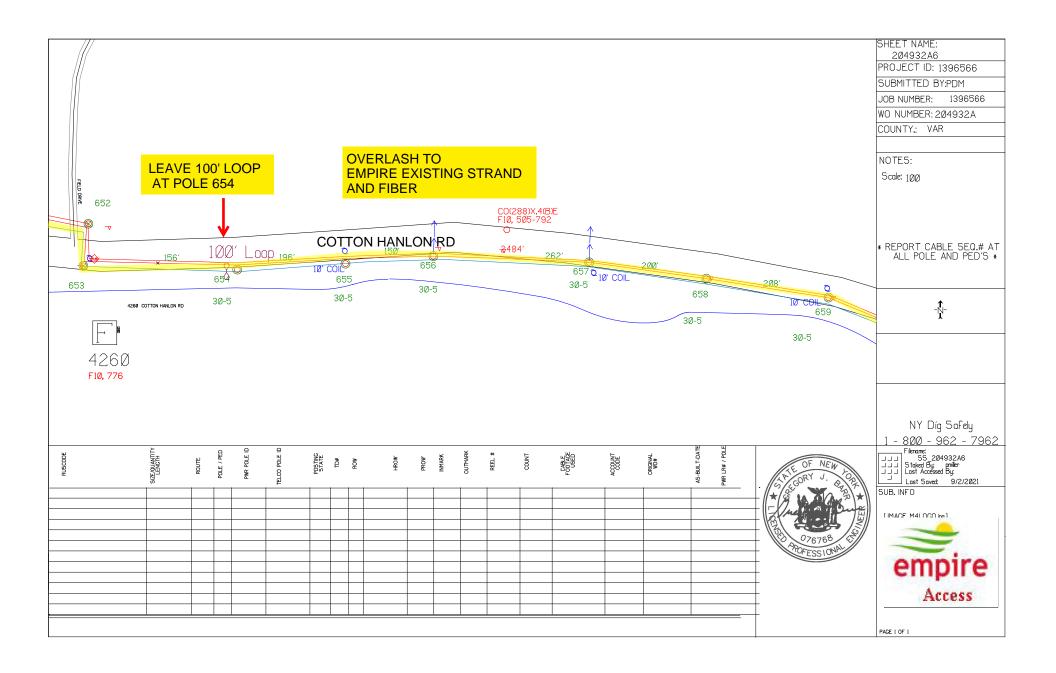
- APPROXIMATELY 80,000' OF OVERLASH 144 FIBER.
- APPROX. 50,000' OF NEW STRAND AND 144 FIBER.
- APPROX. 15,000' OF UNDERGROUND (BURIED) 144 FIBER.
- -412 MAIN ST, MONTOUR FALLS TO NY-13A AND NY-96 INTERSECTION, ITHACA.

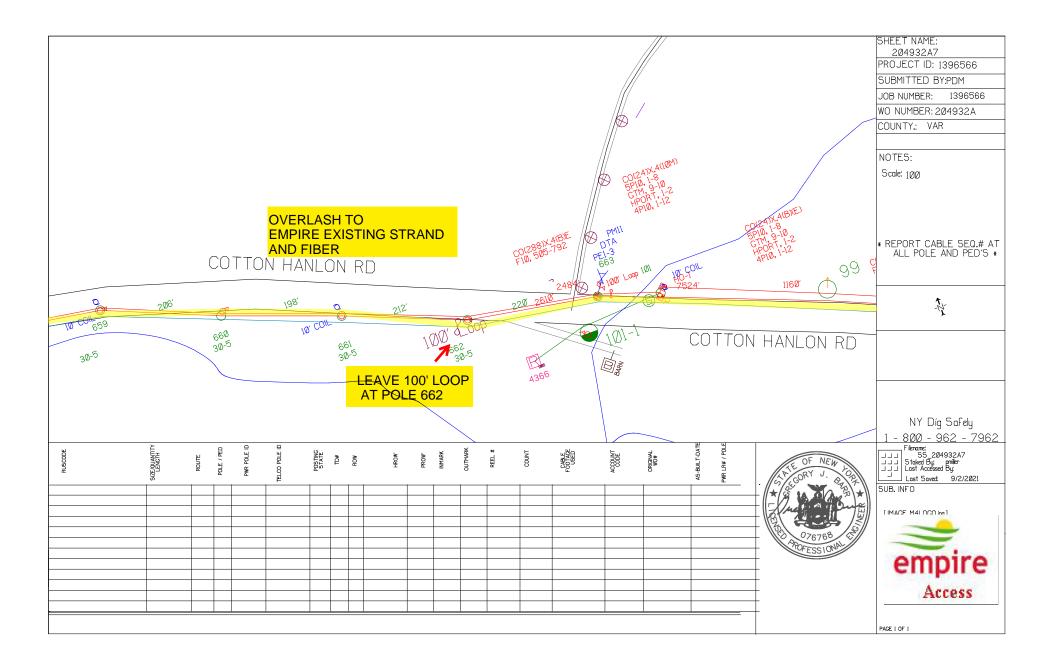


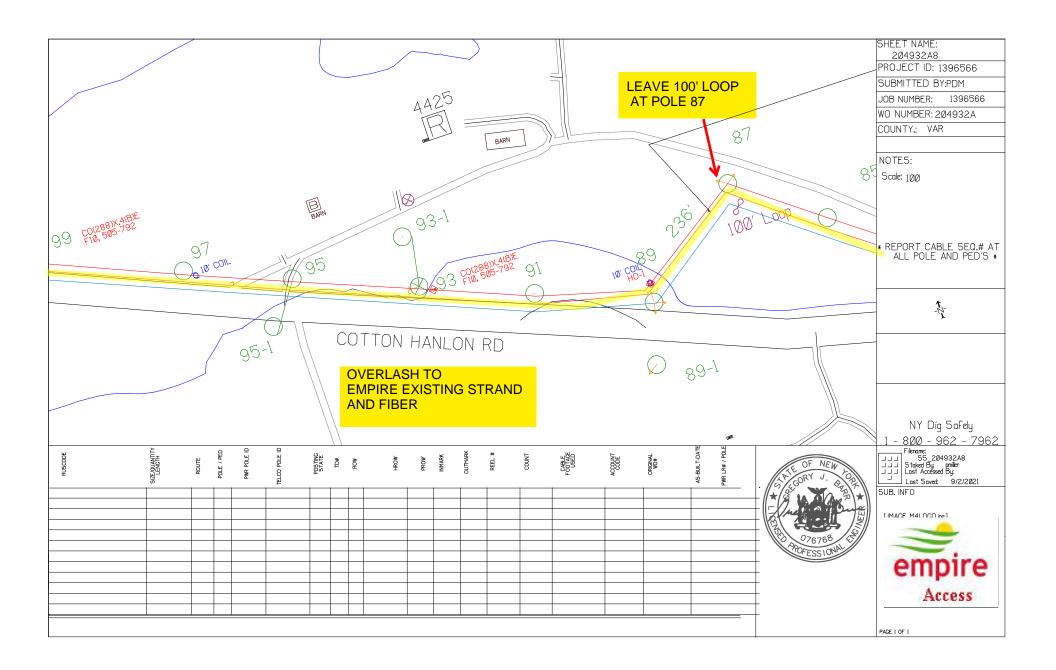


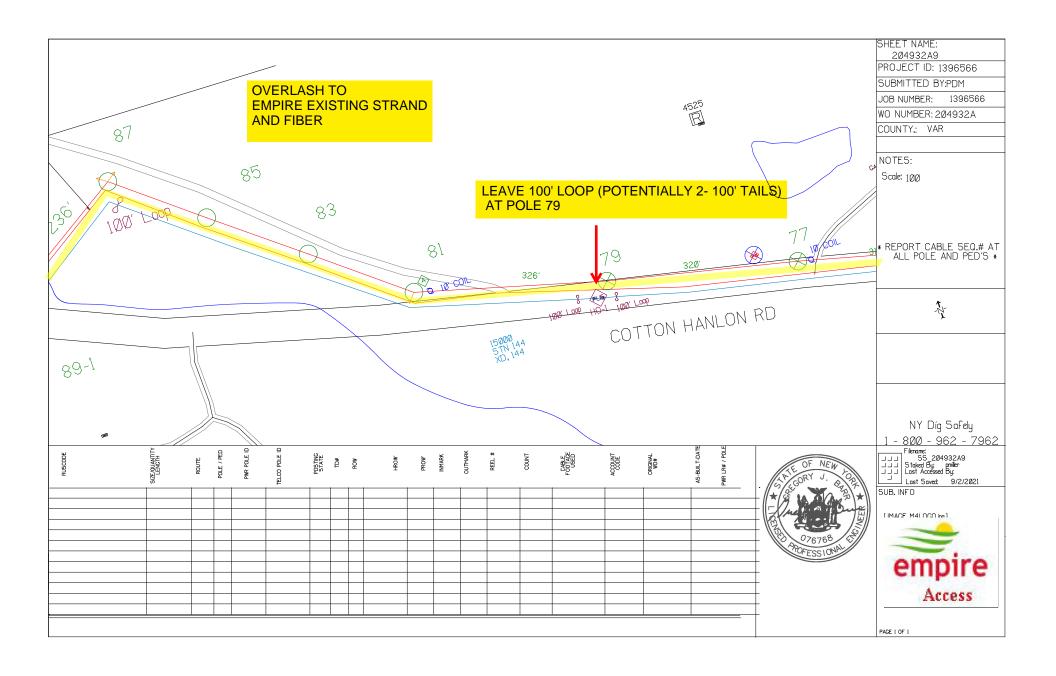


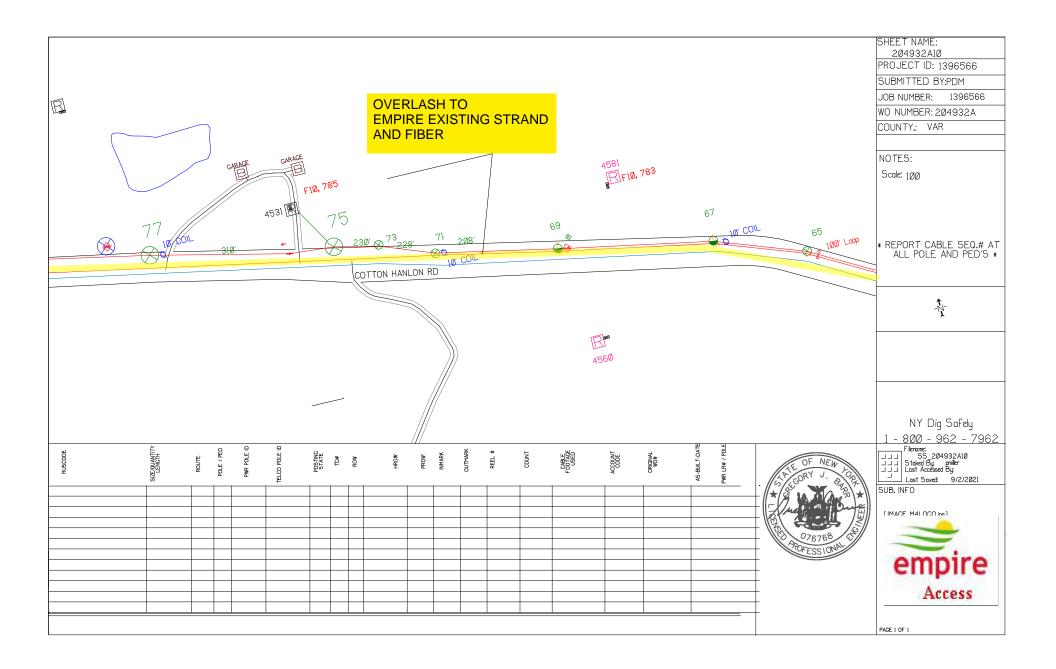


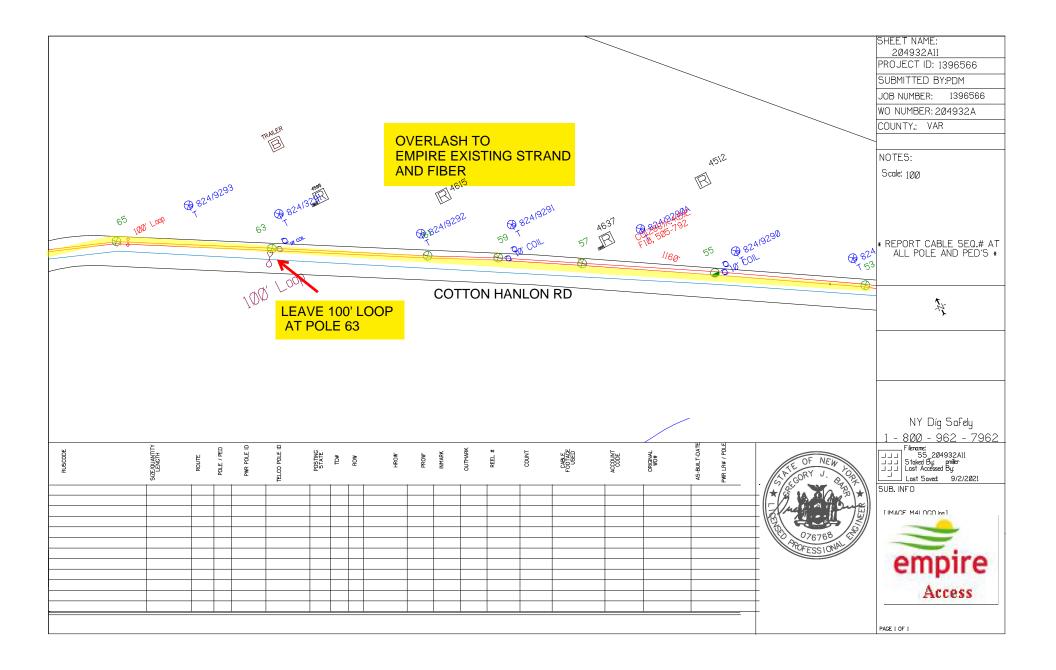


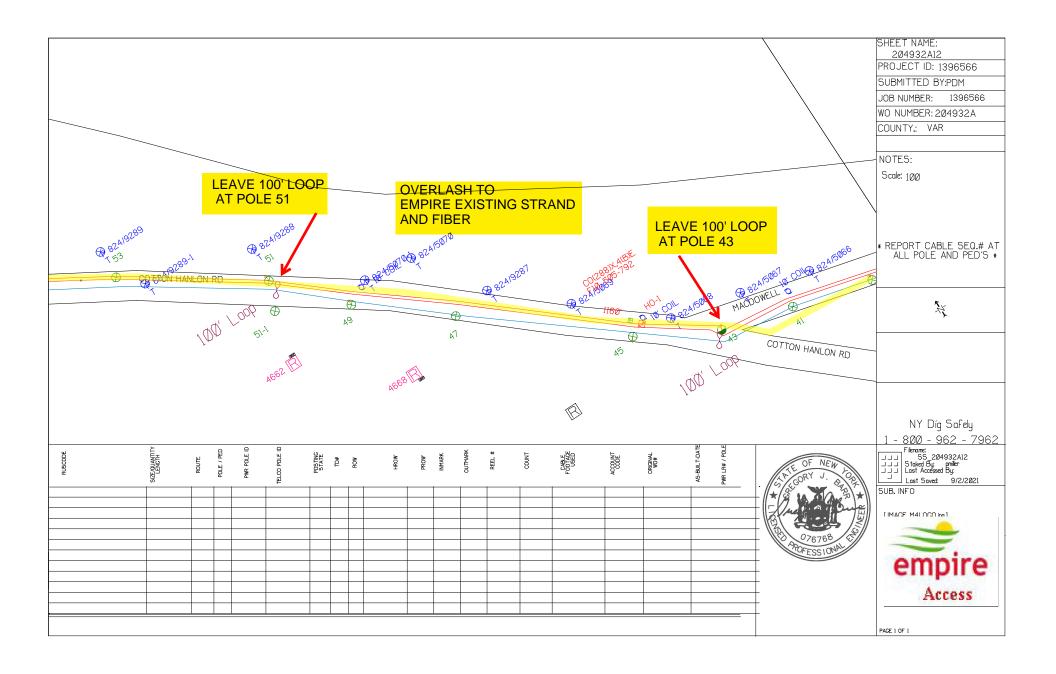


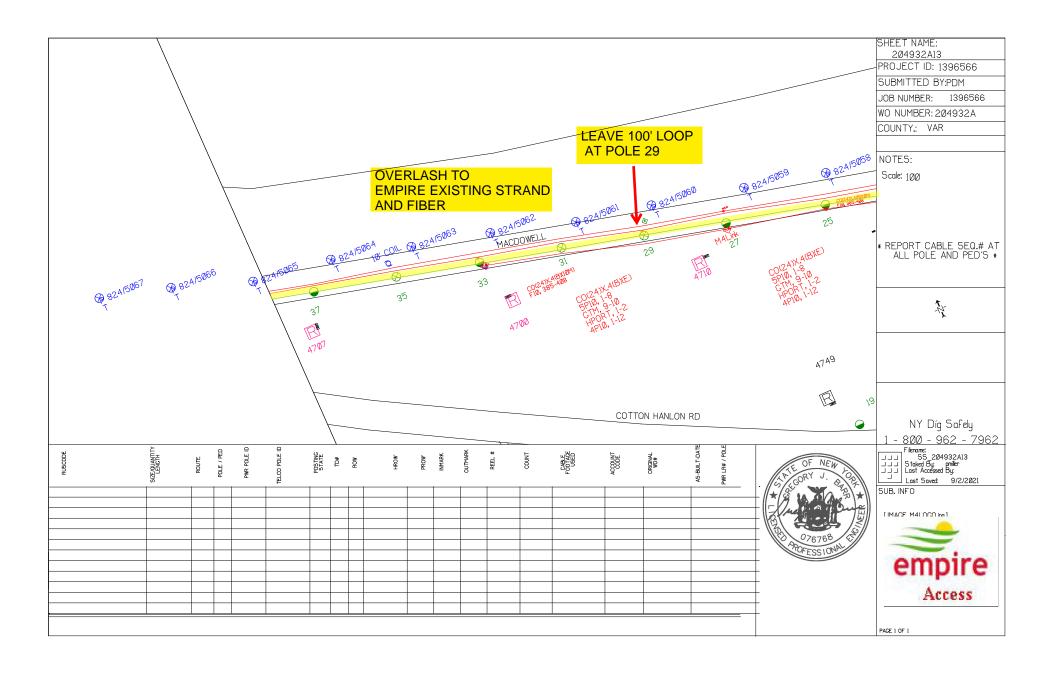


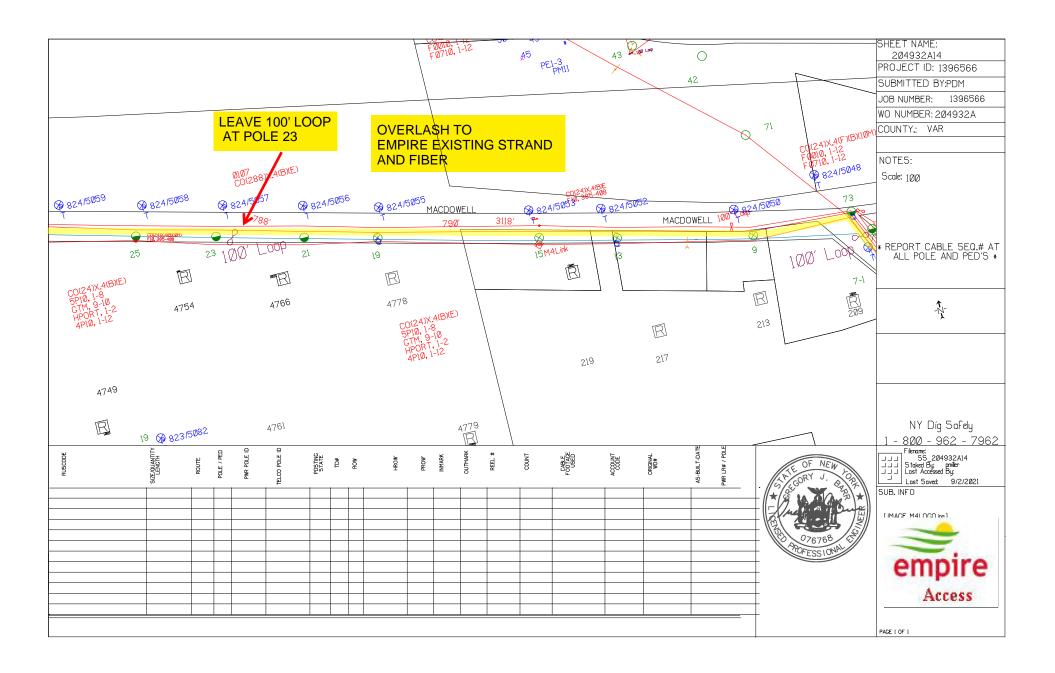


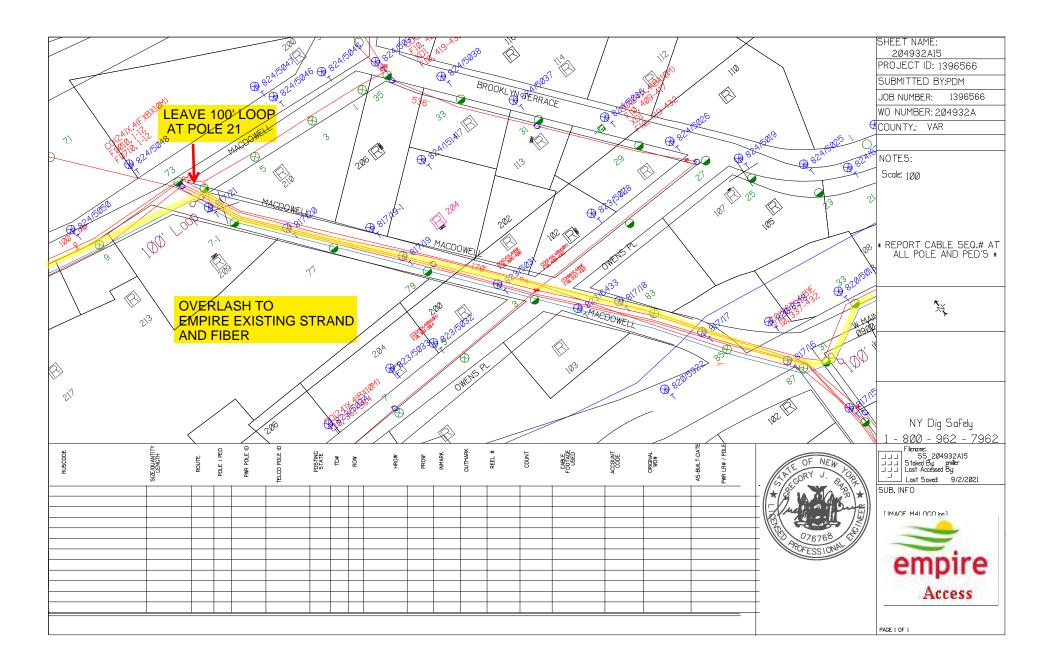


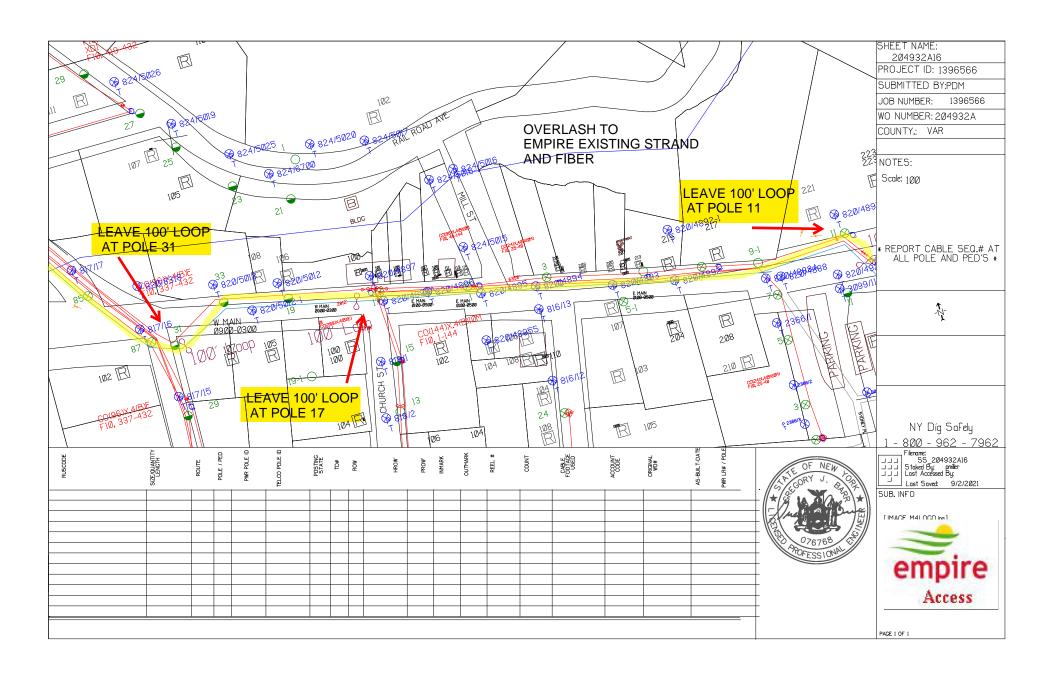


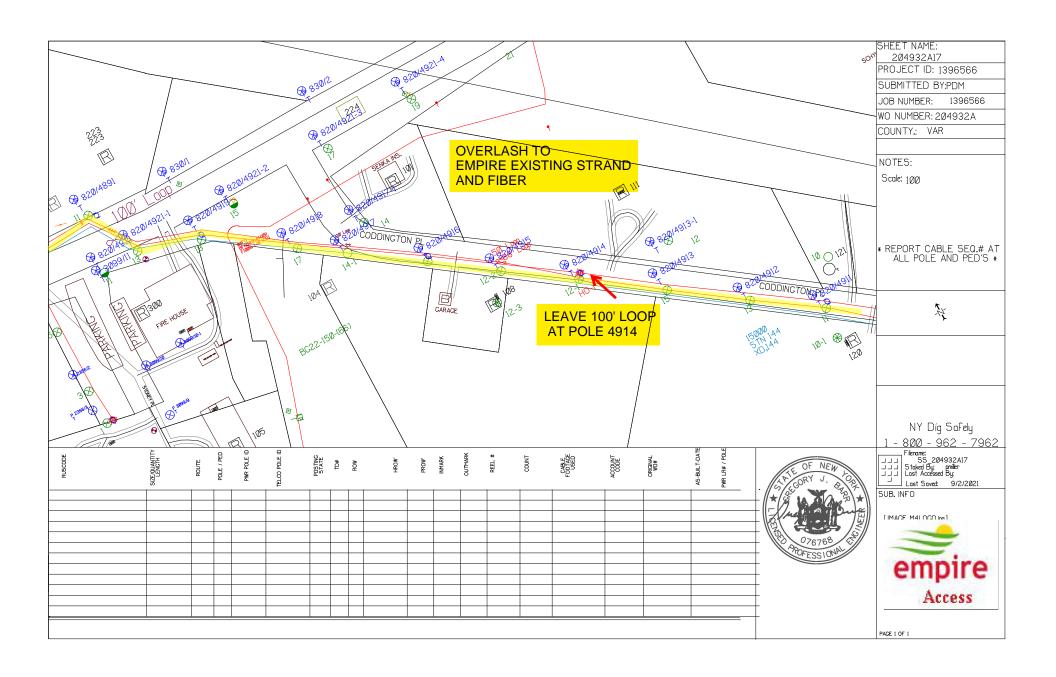


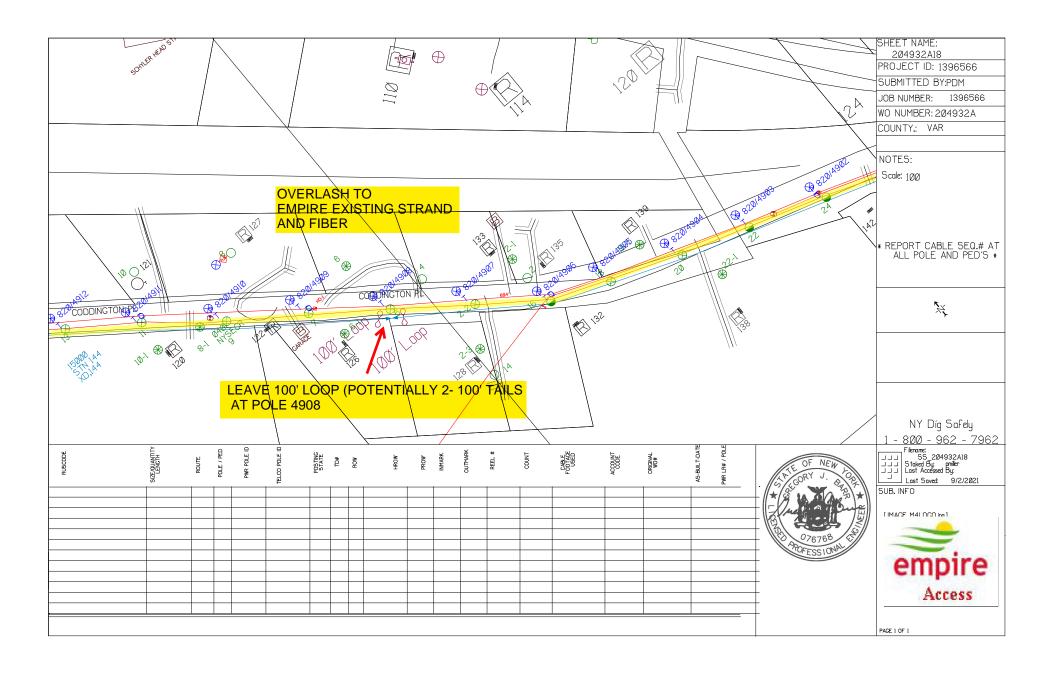


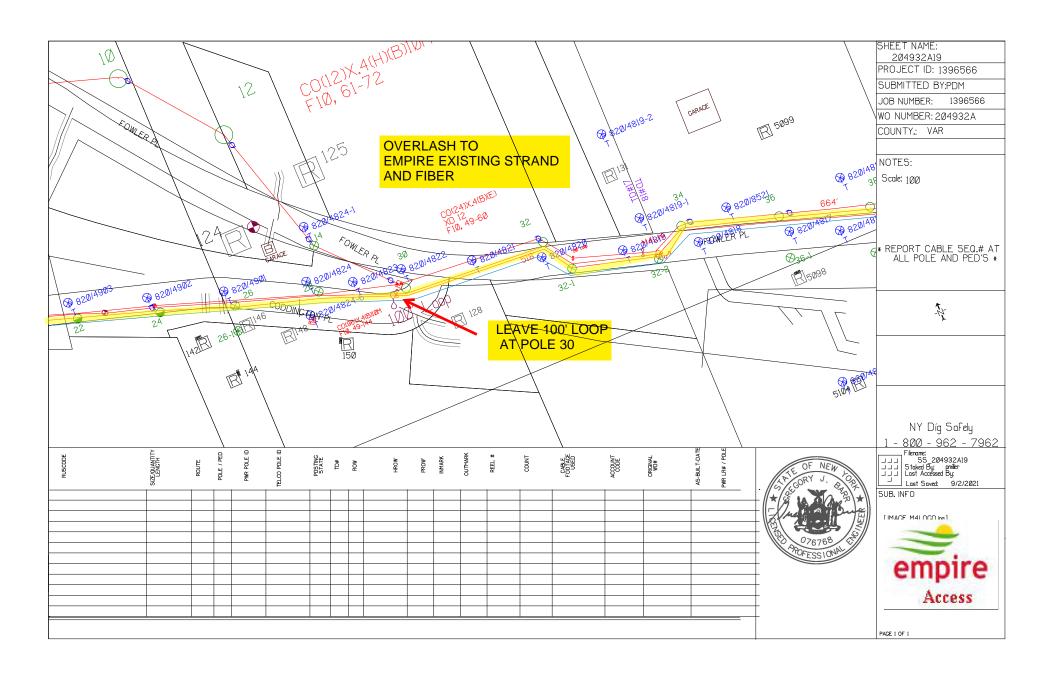


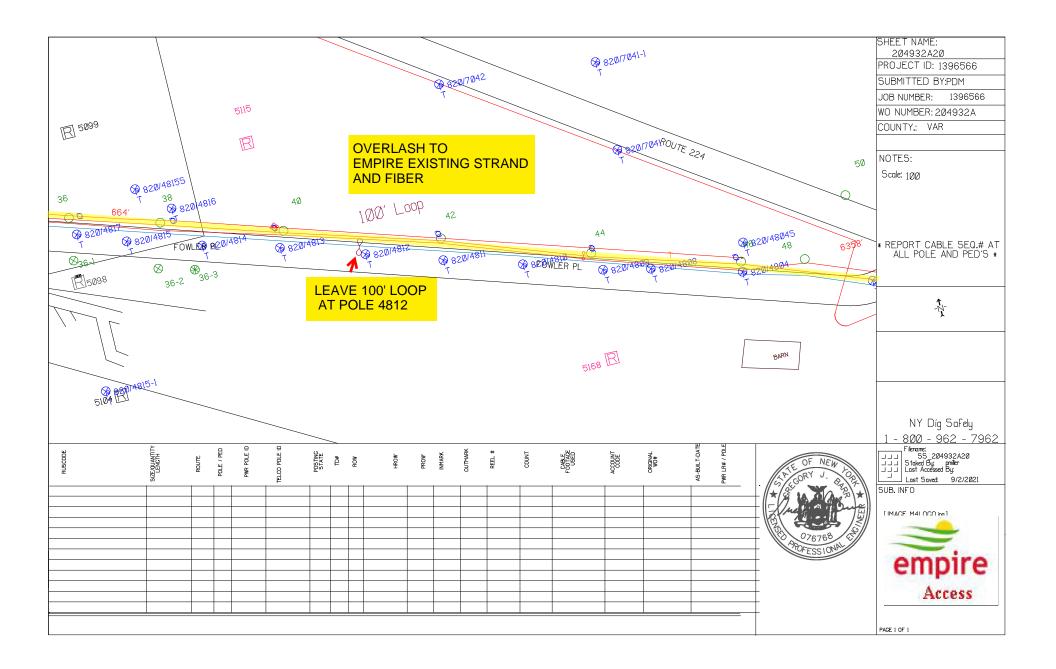


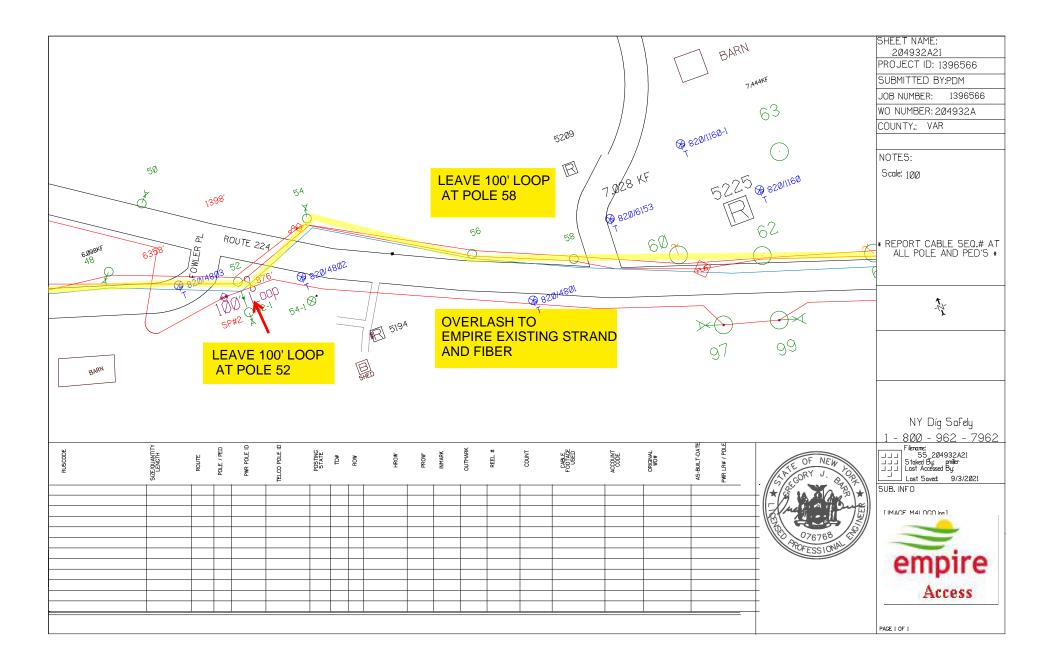


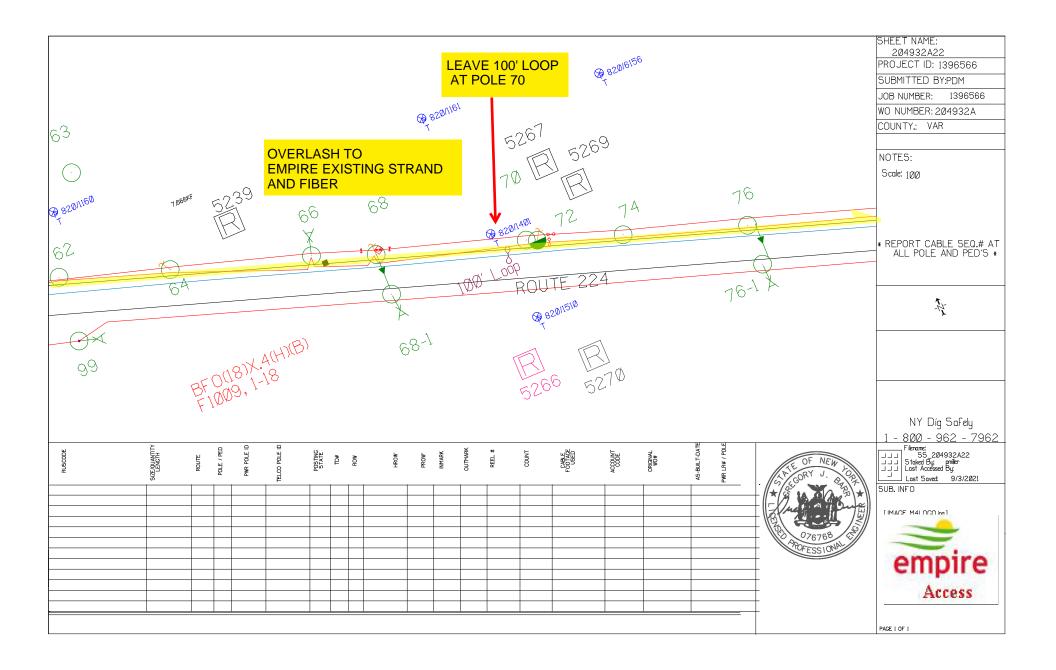


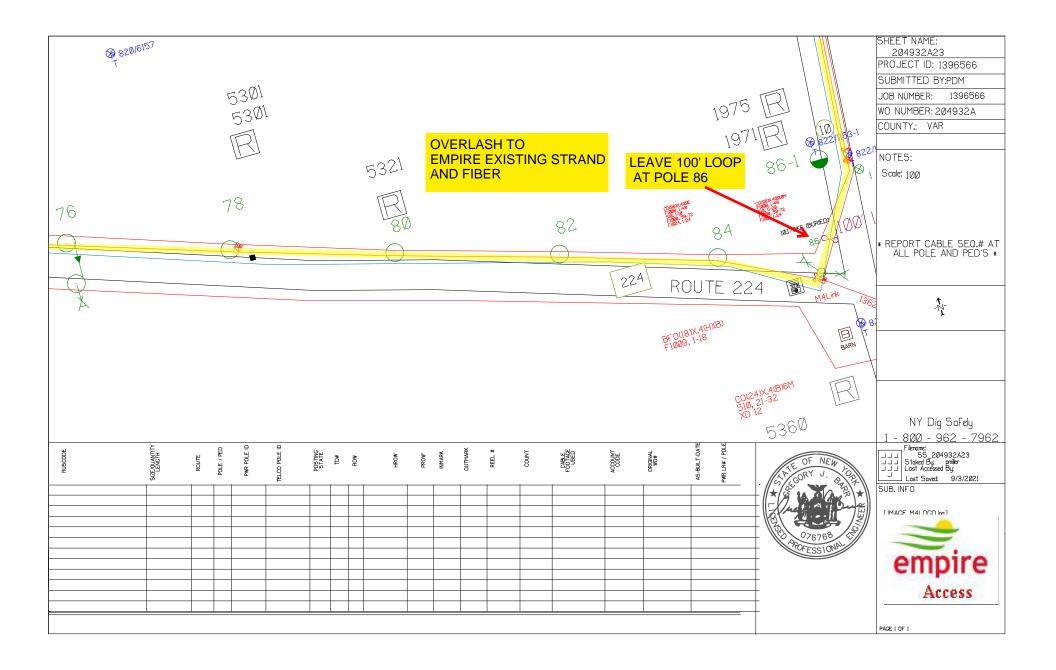


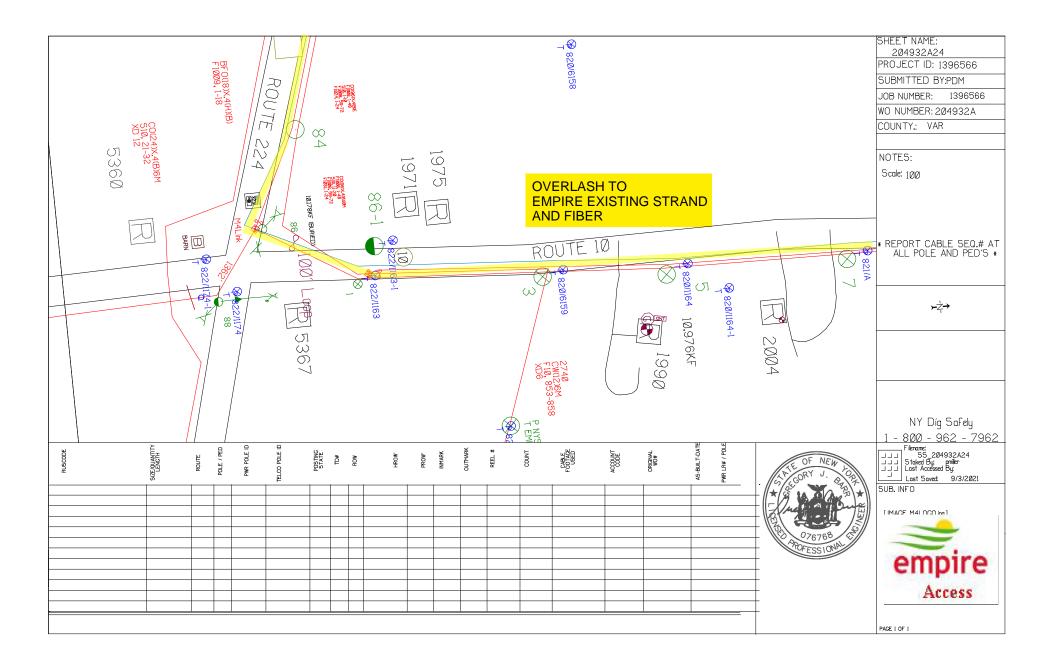


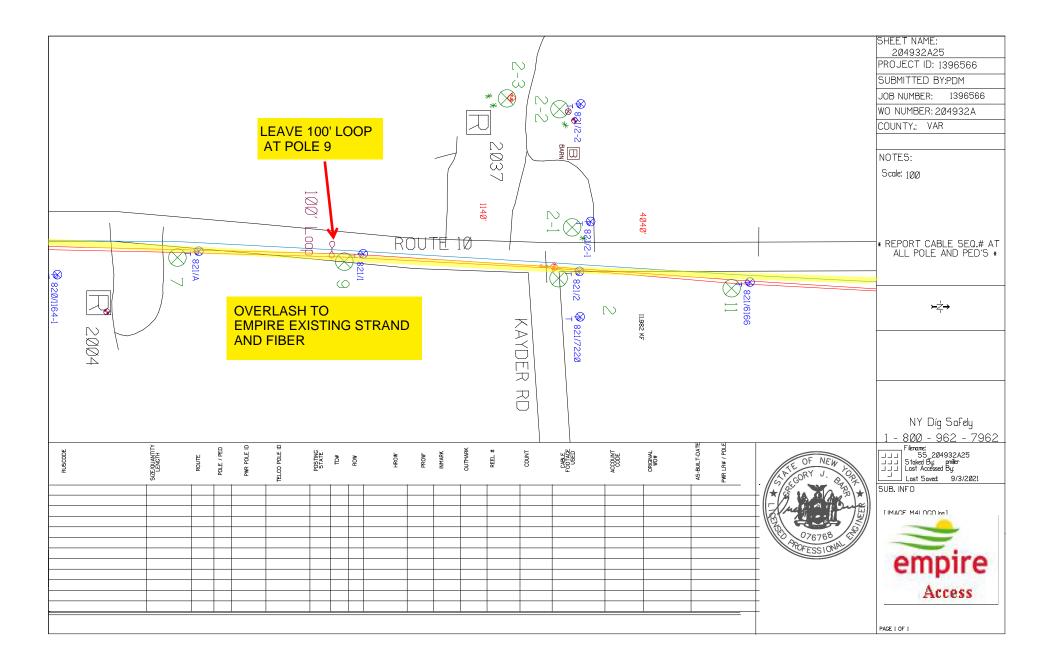


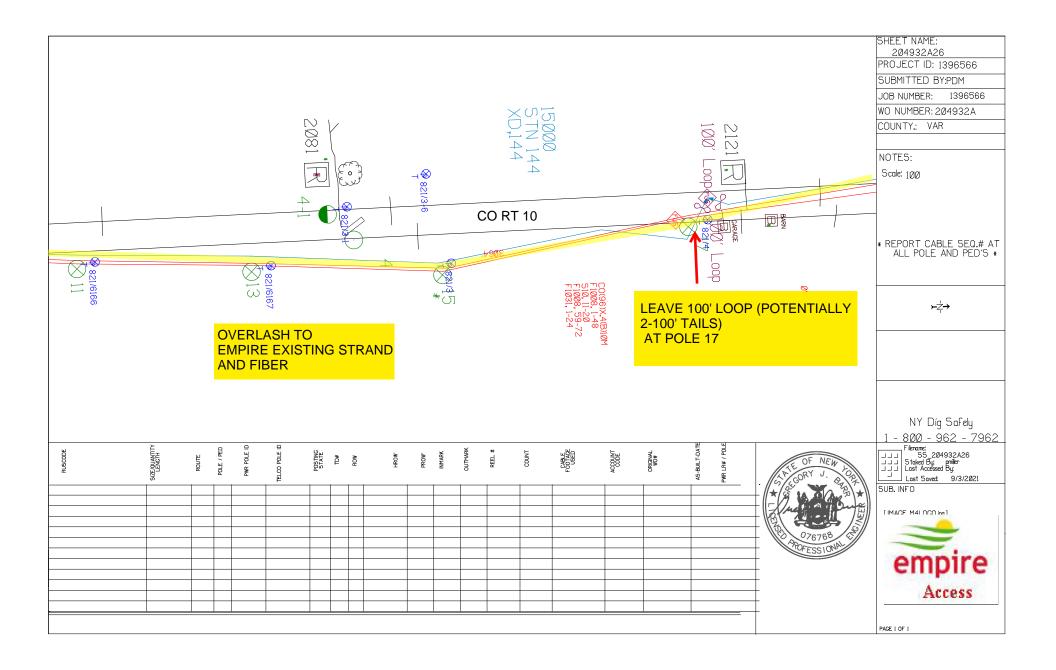


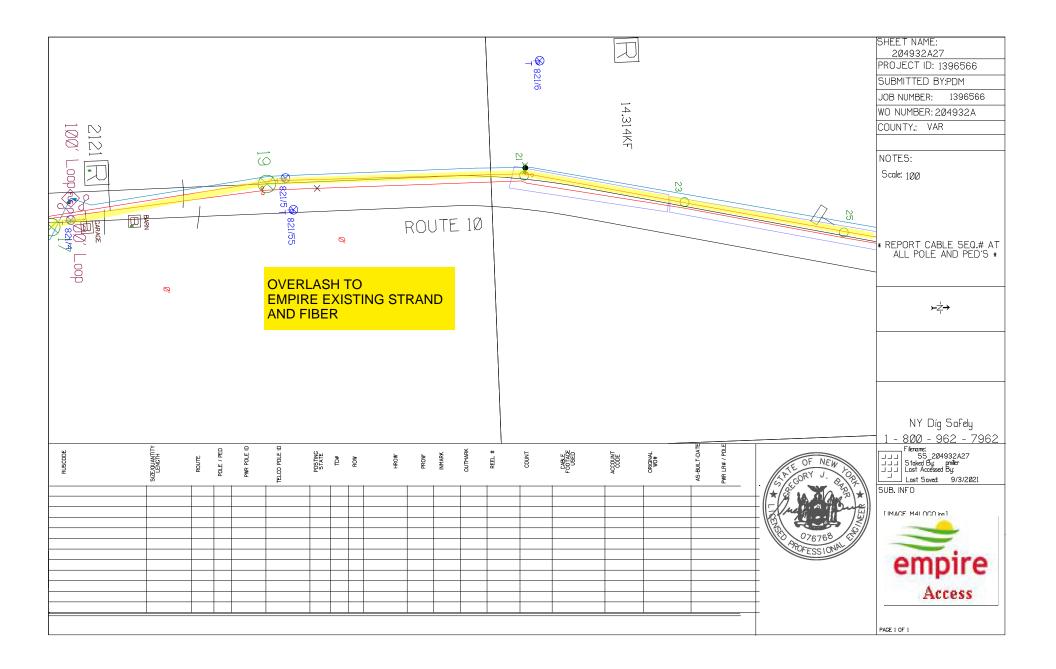


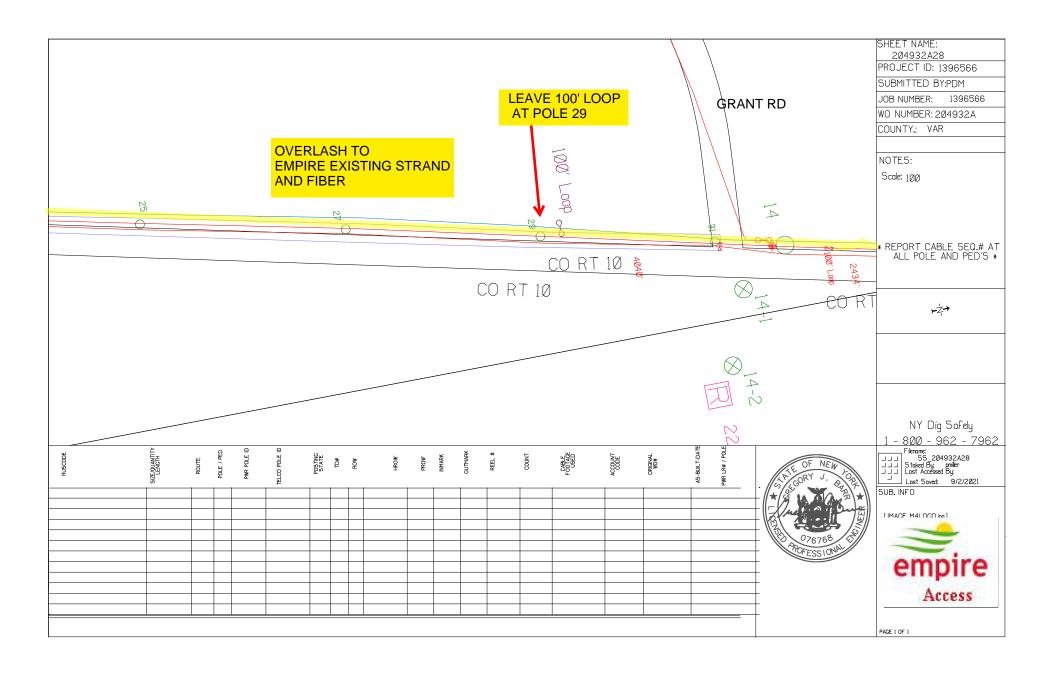


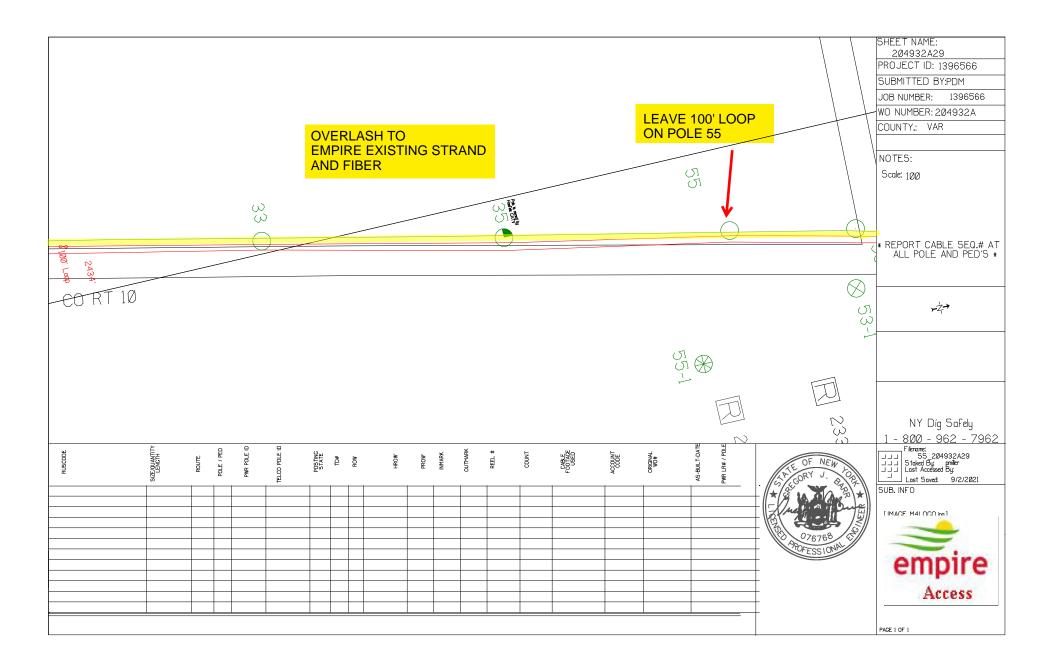


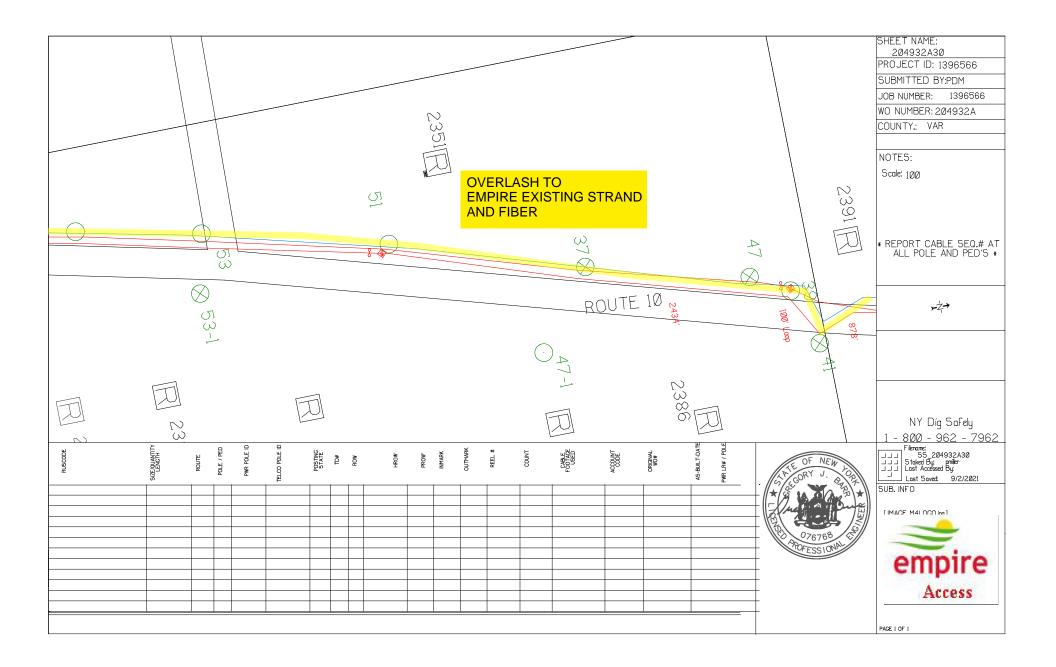


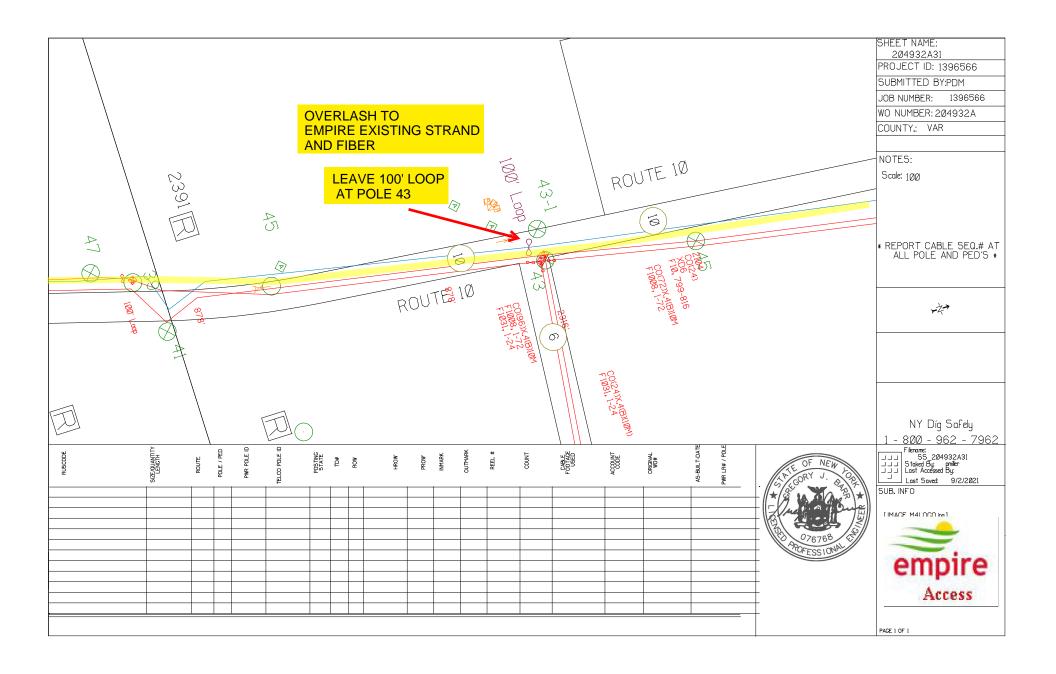


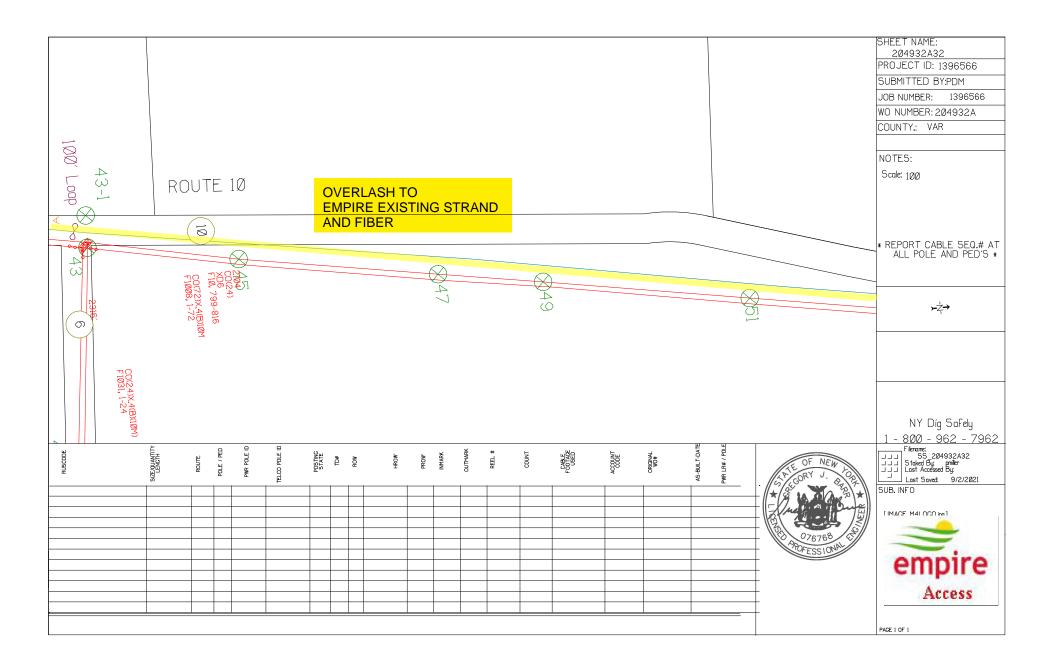


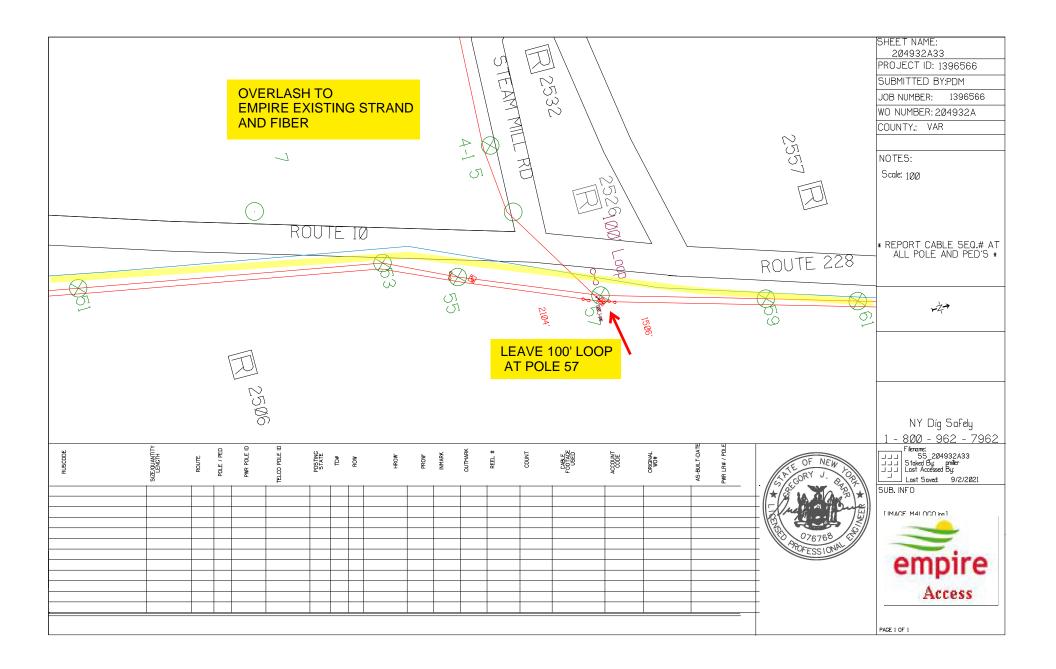


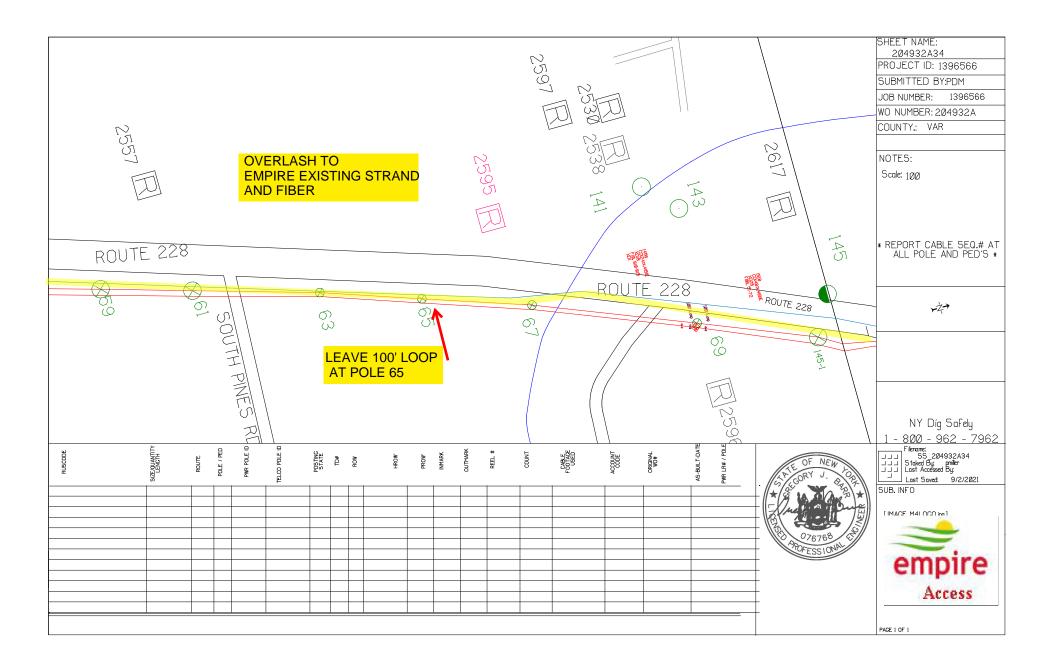


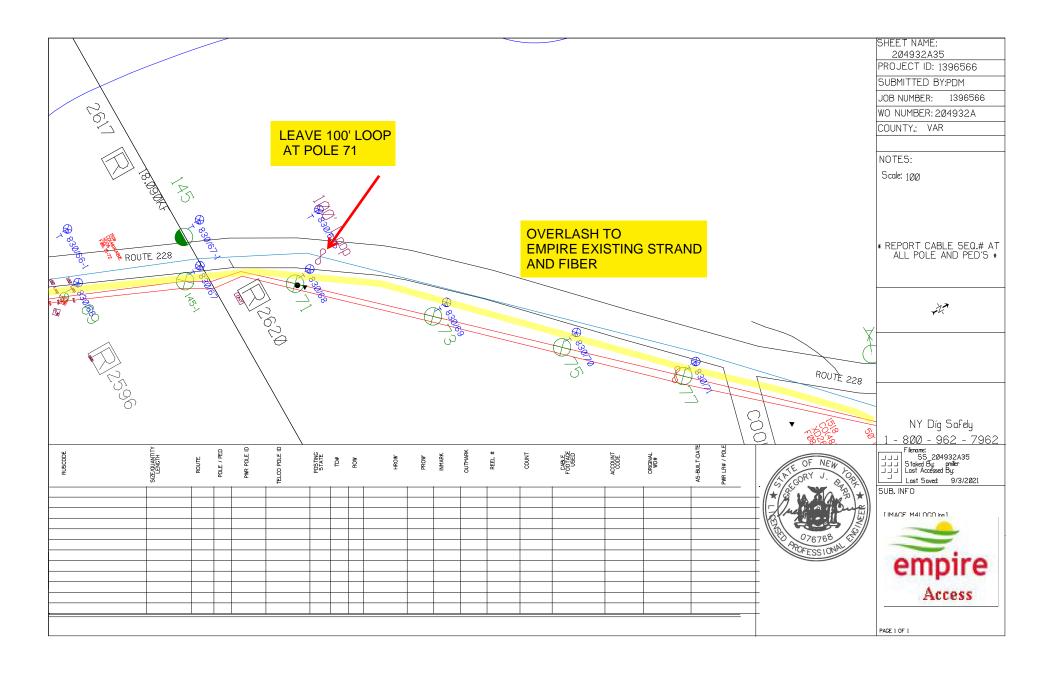


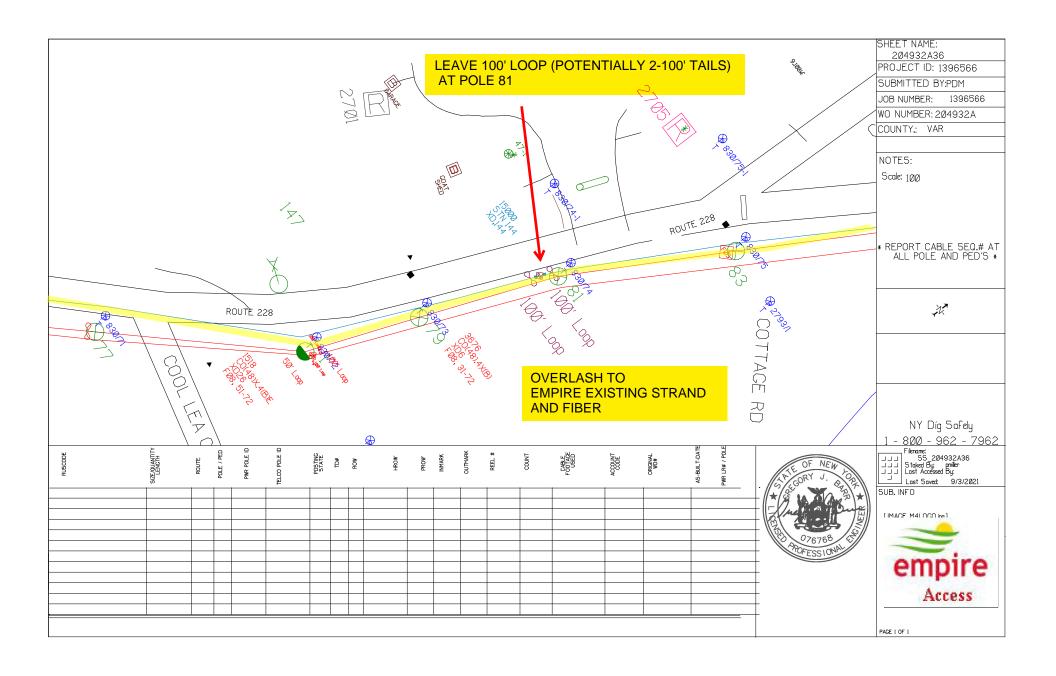


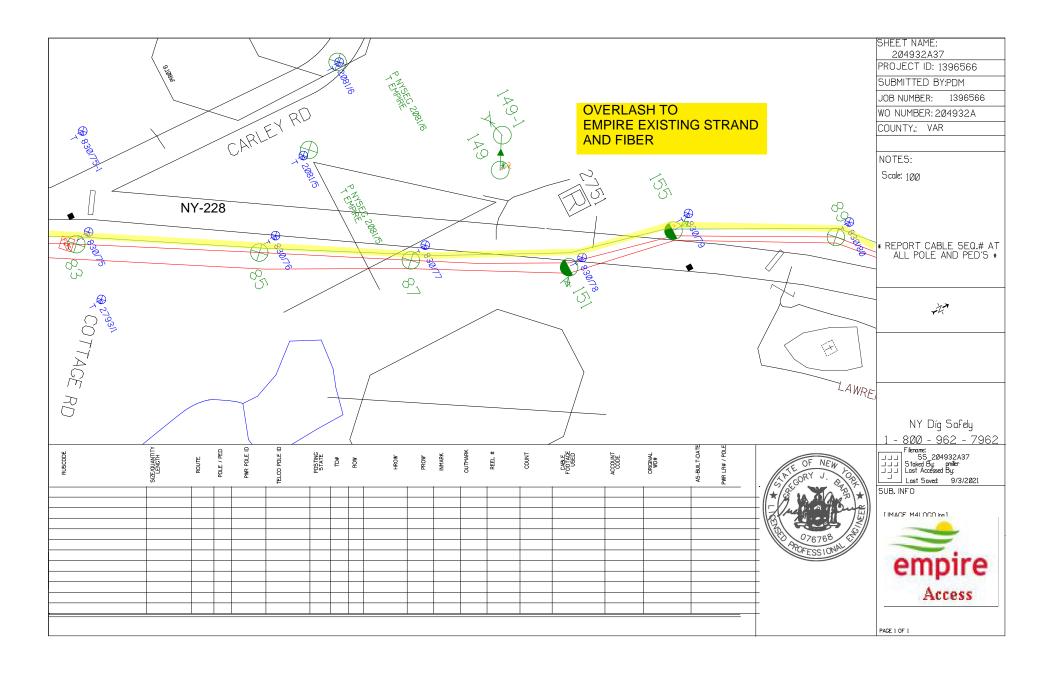


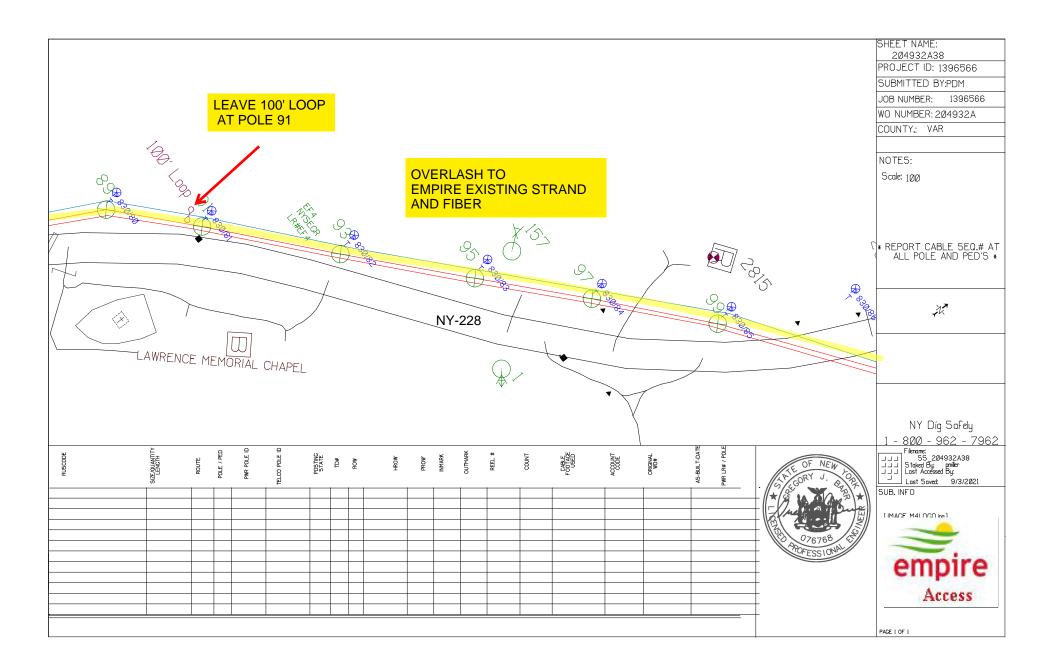


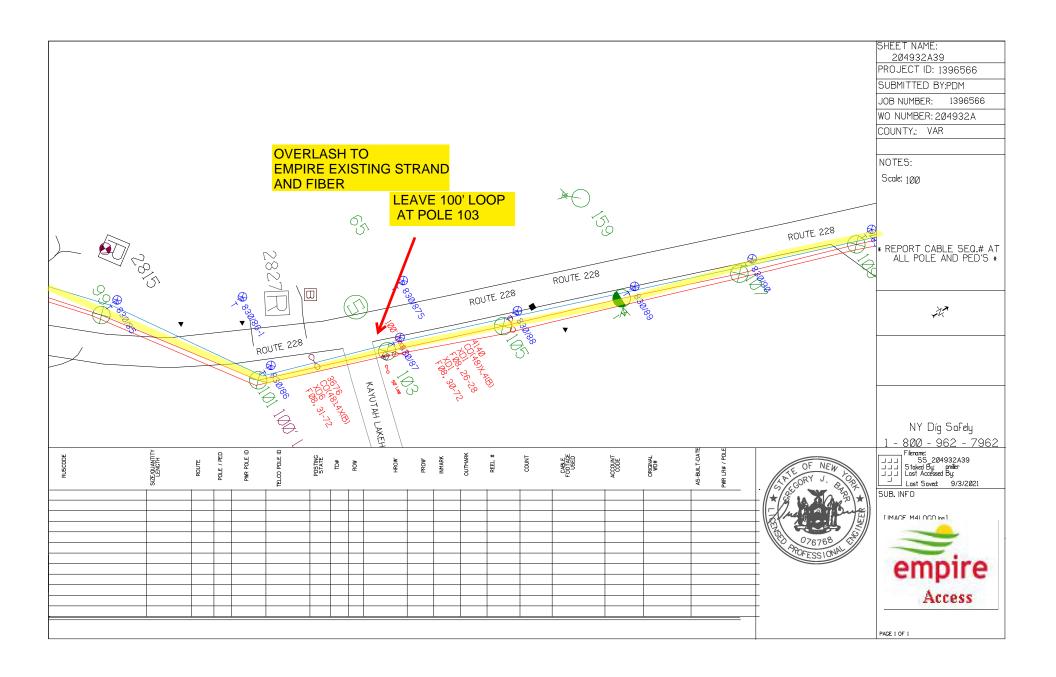


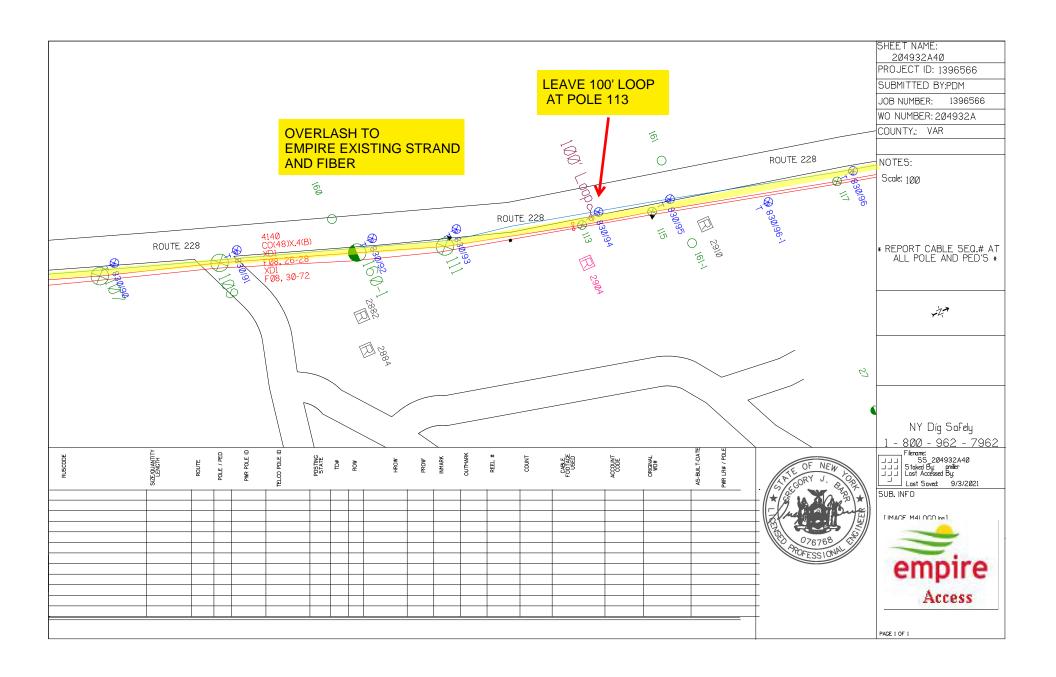


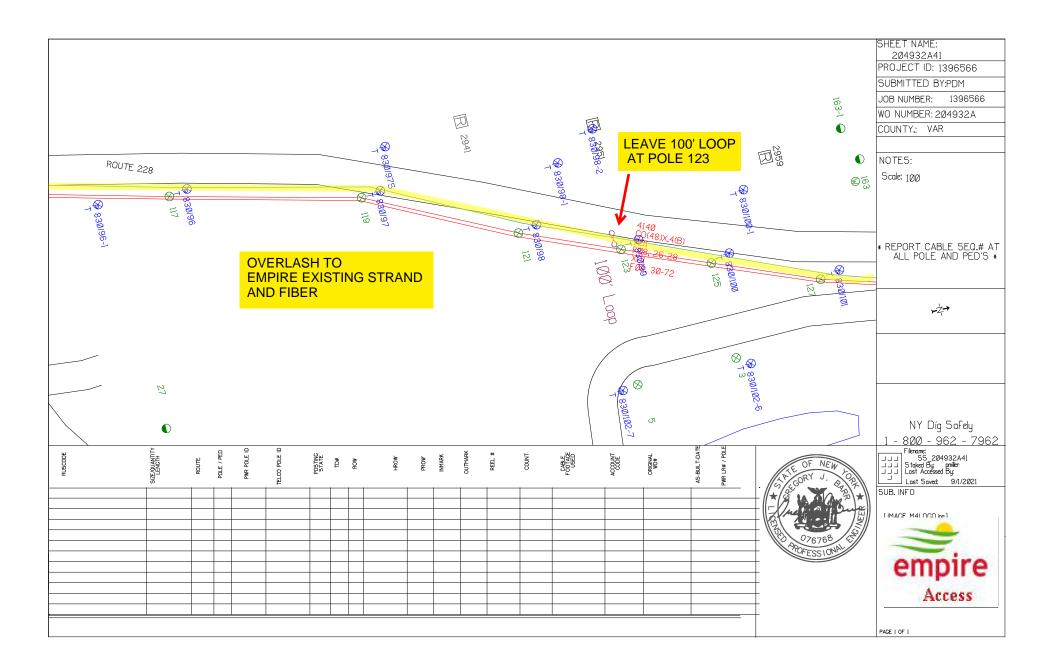


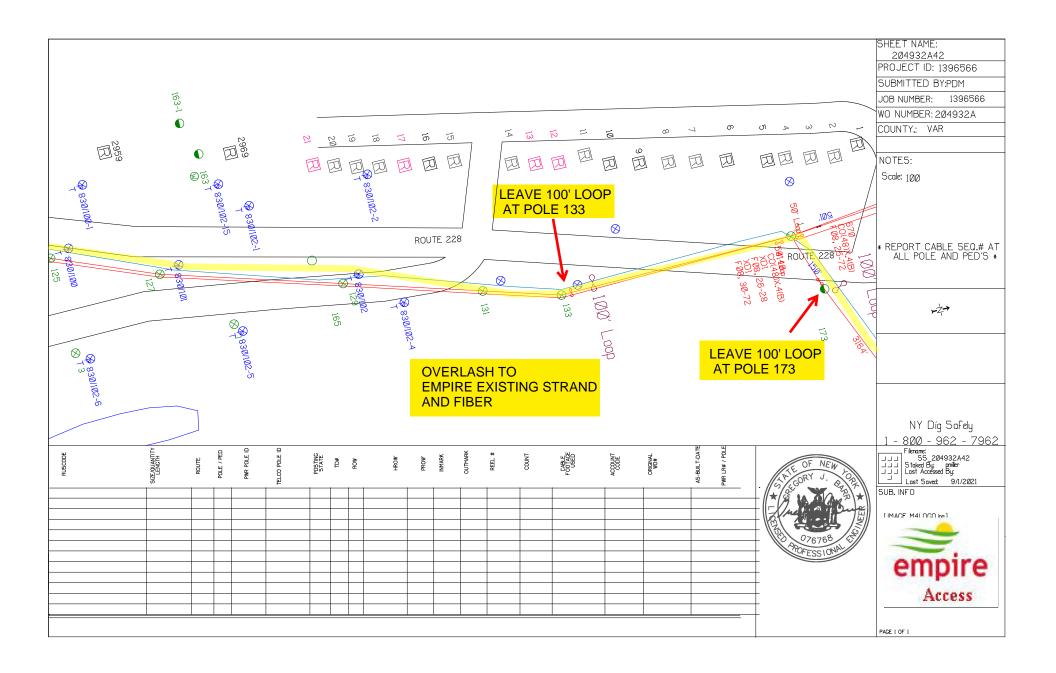


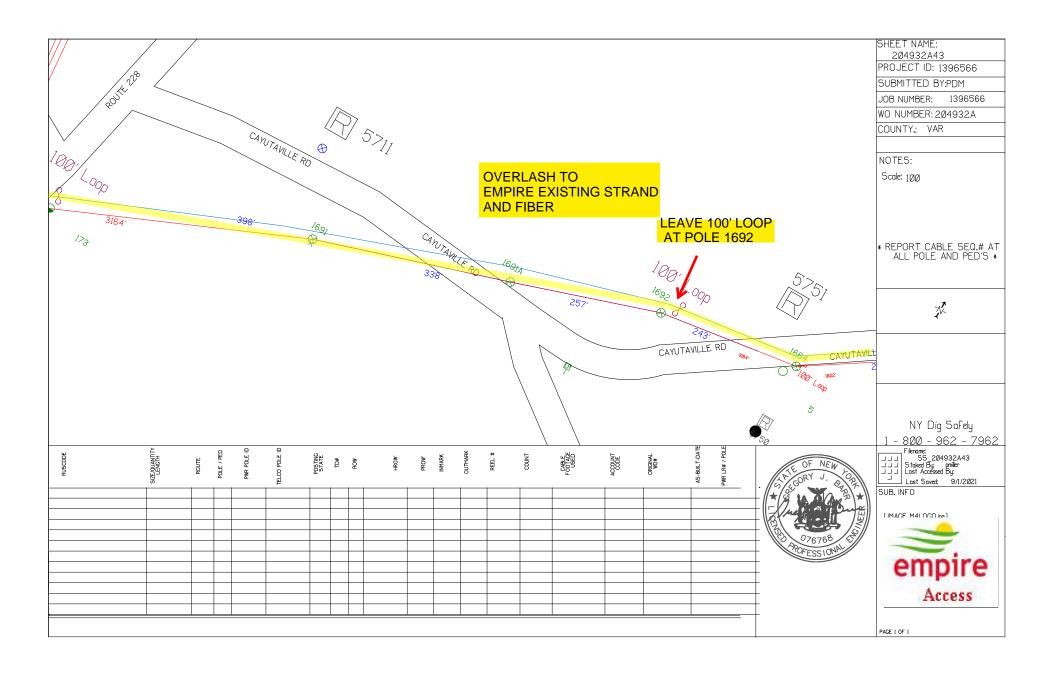


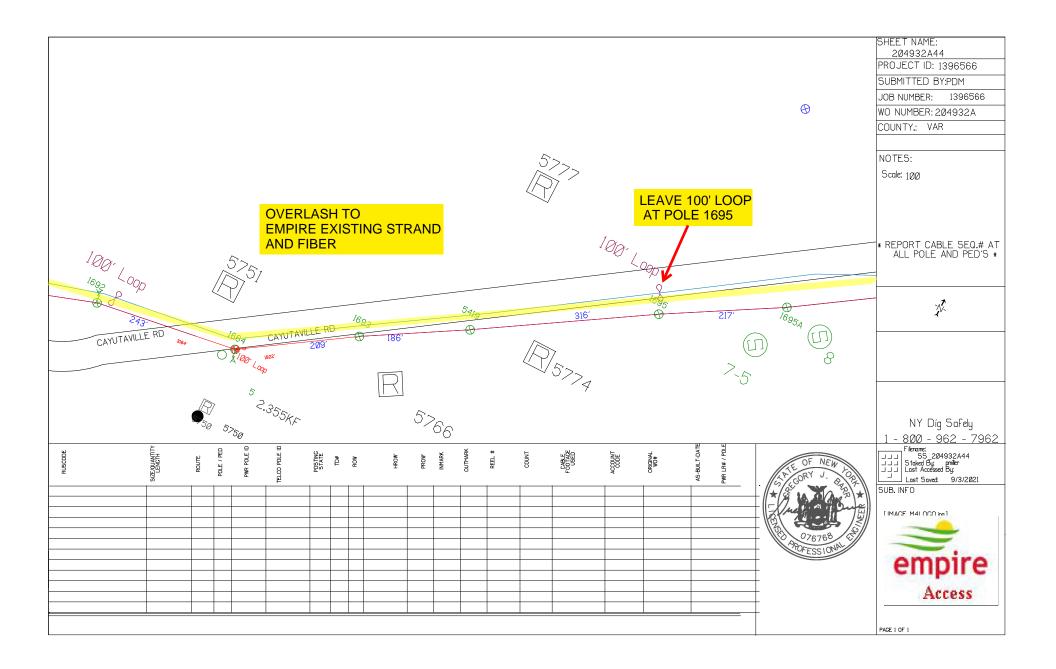


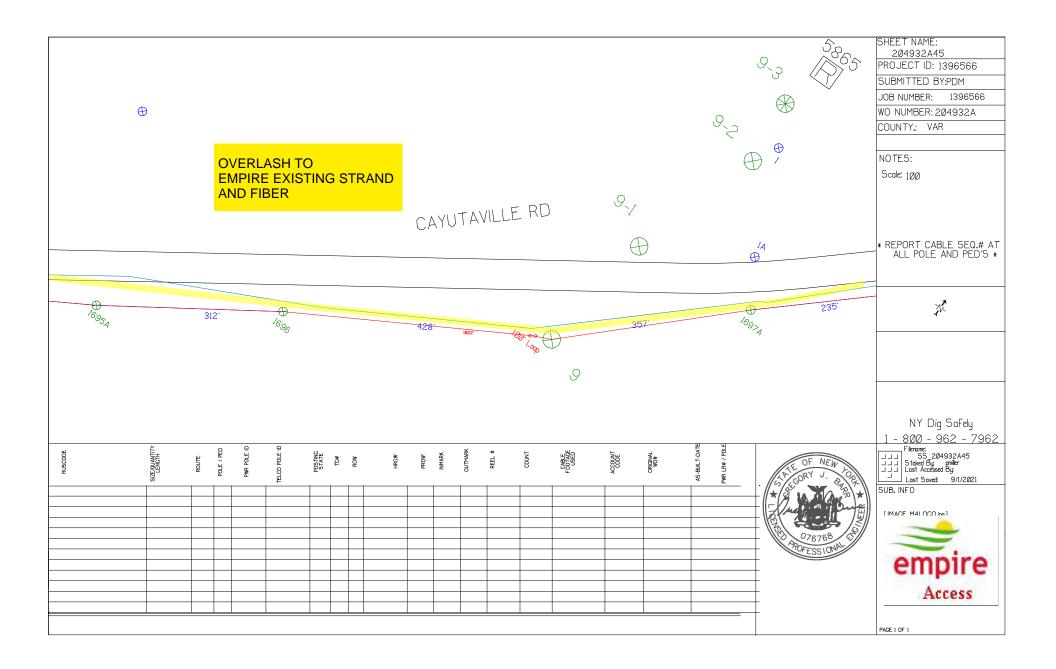


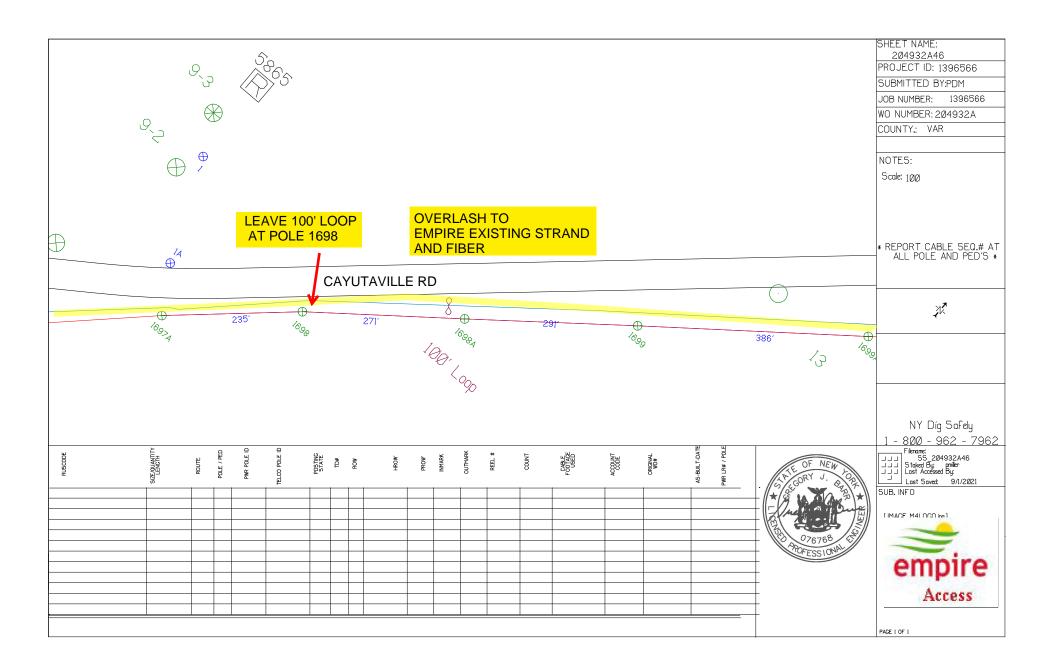


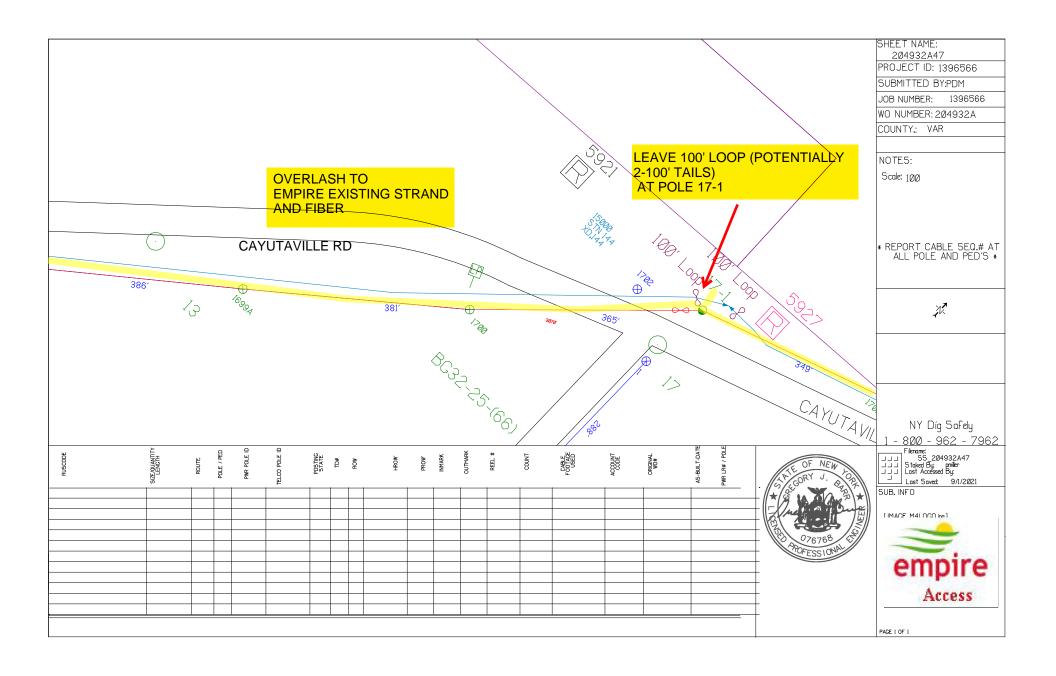


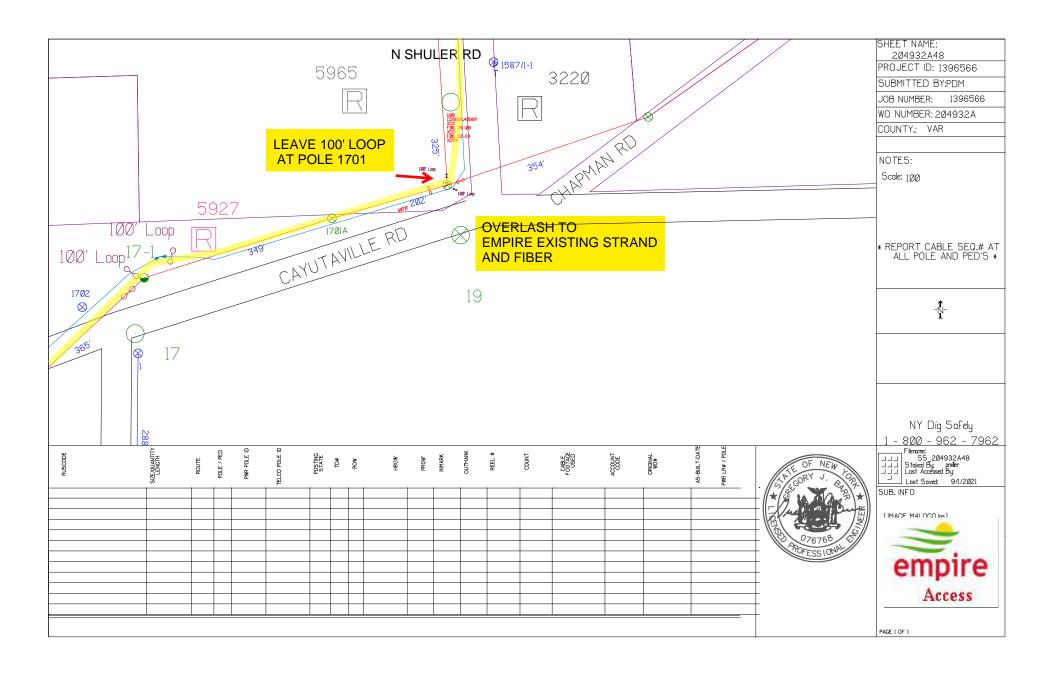


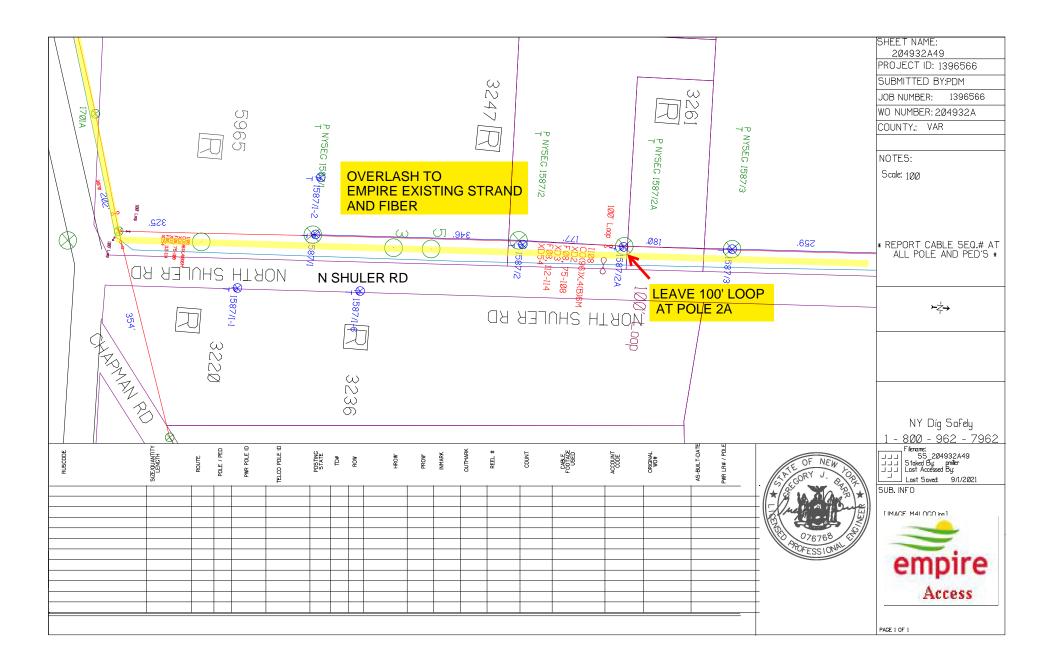


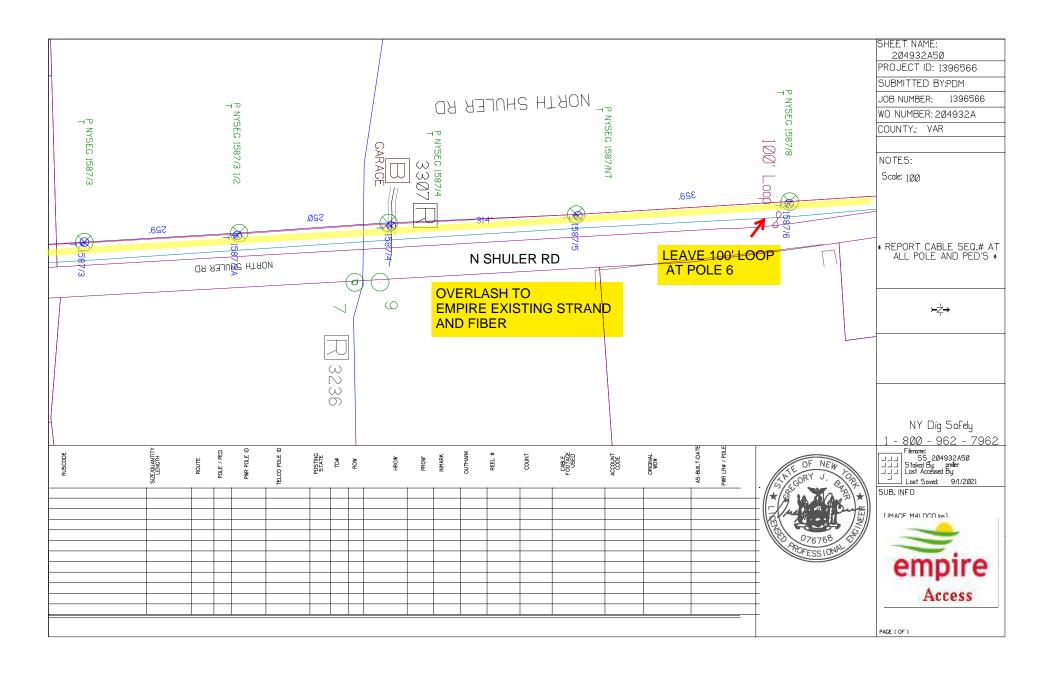


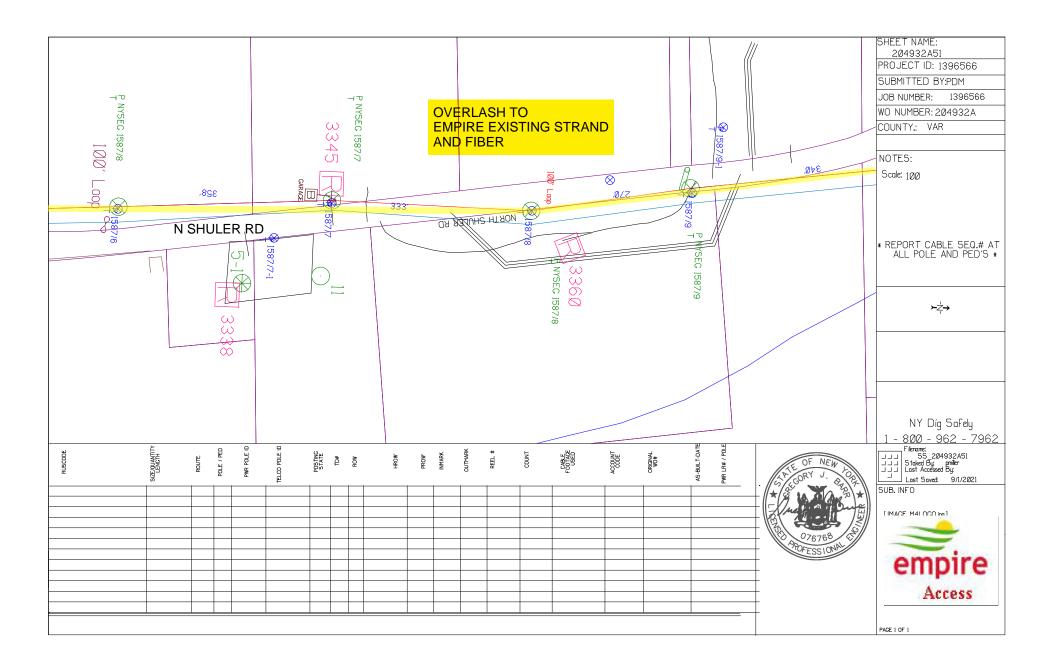


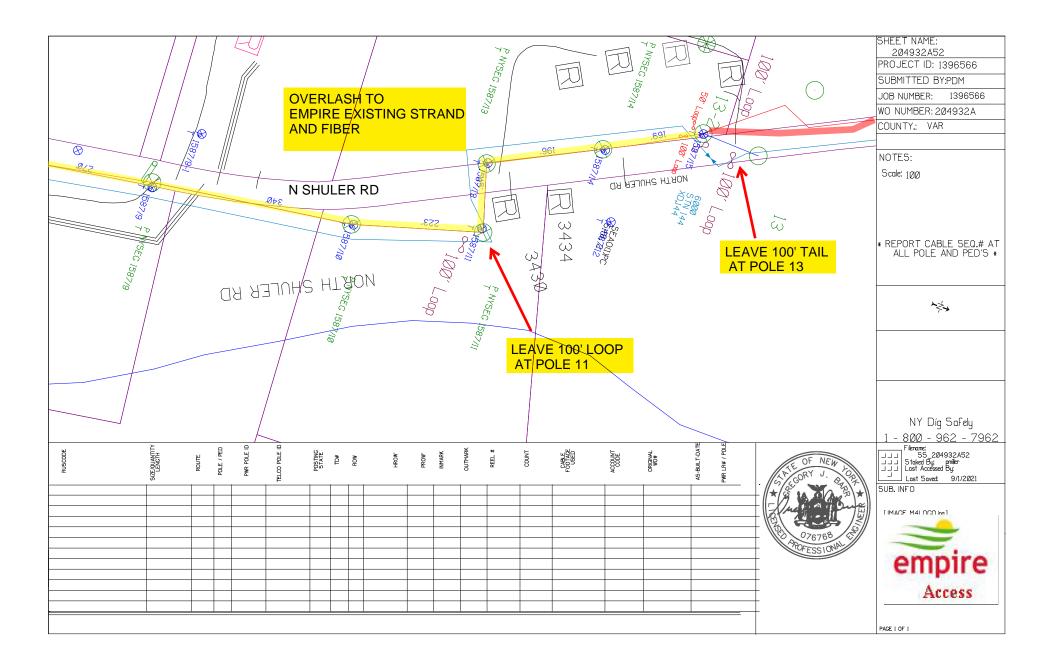


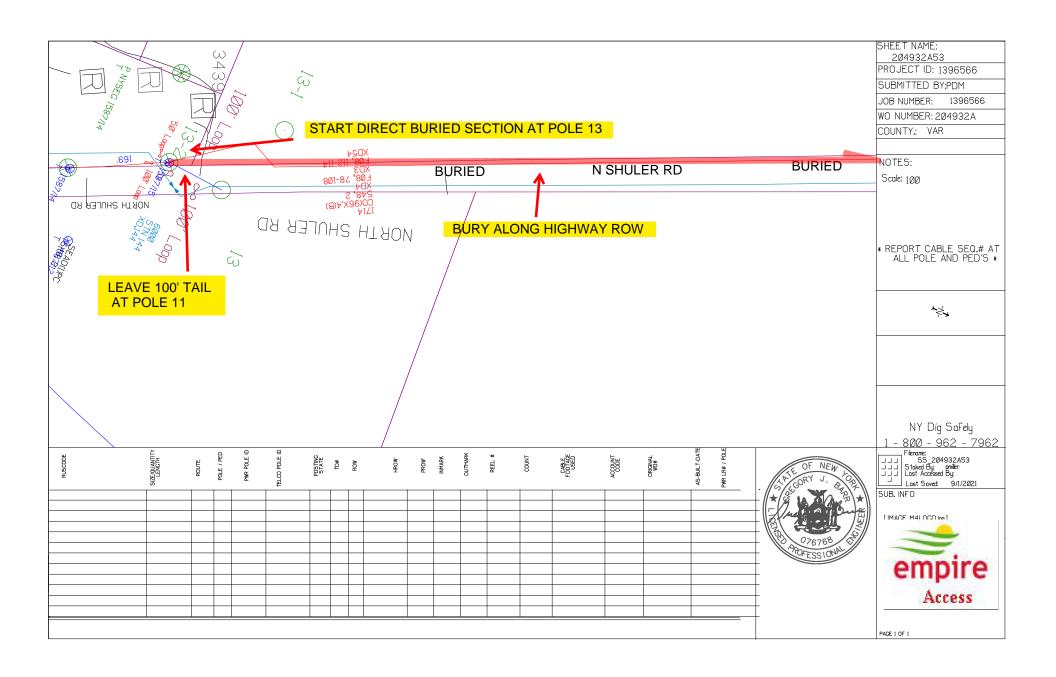


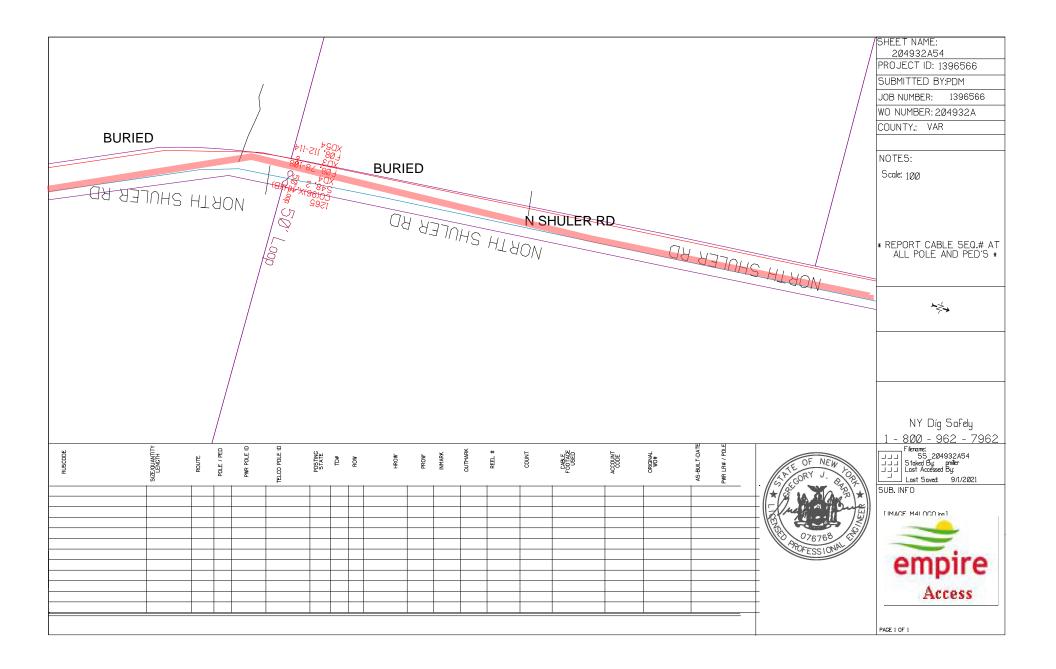


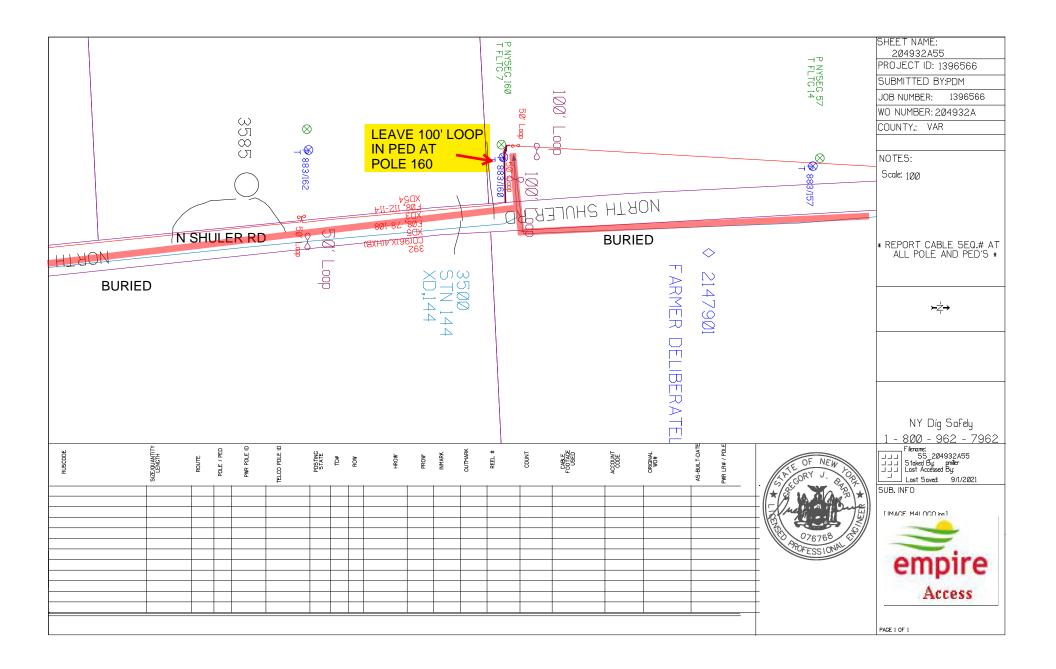


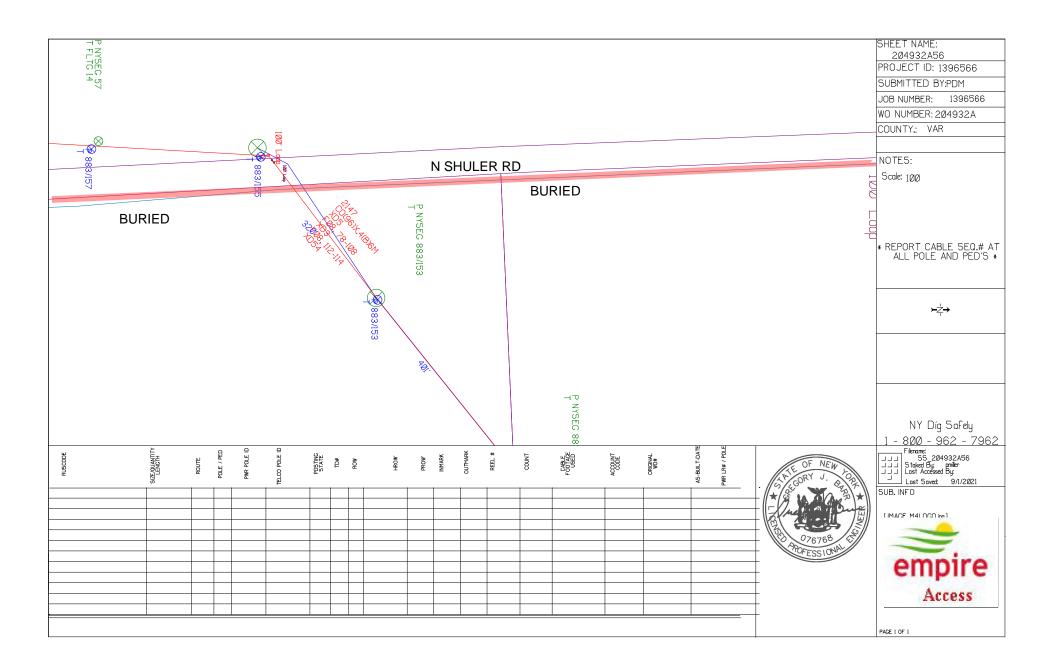


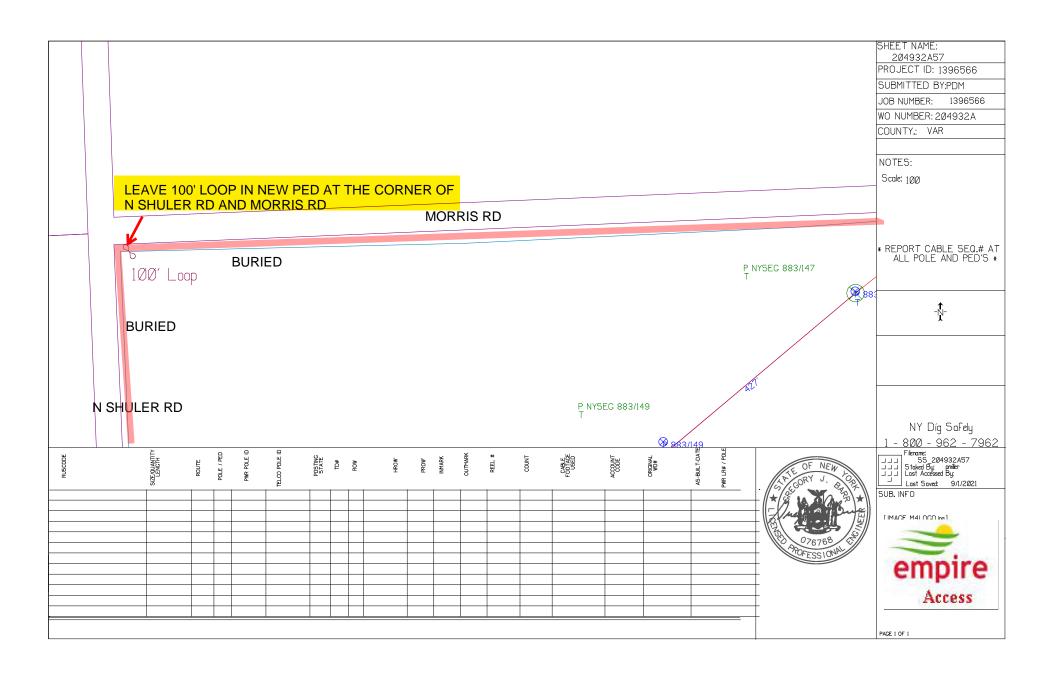


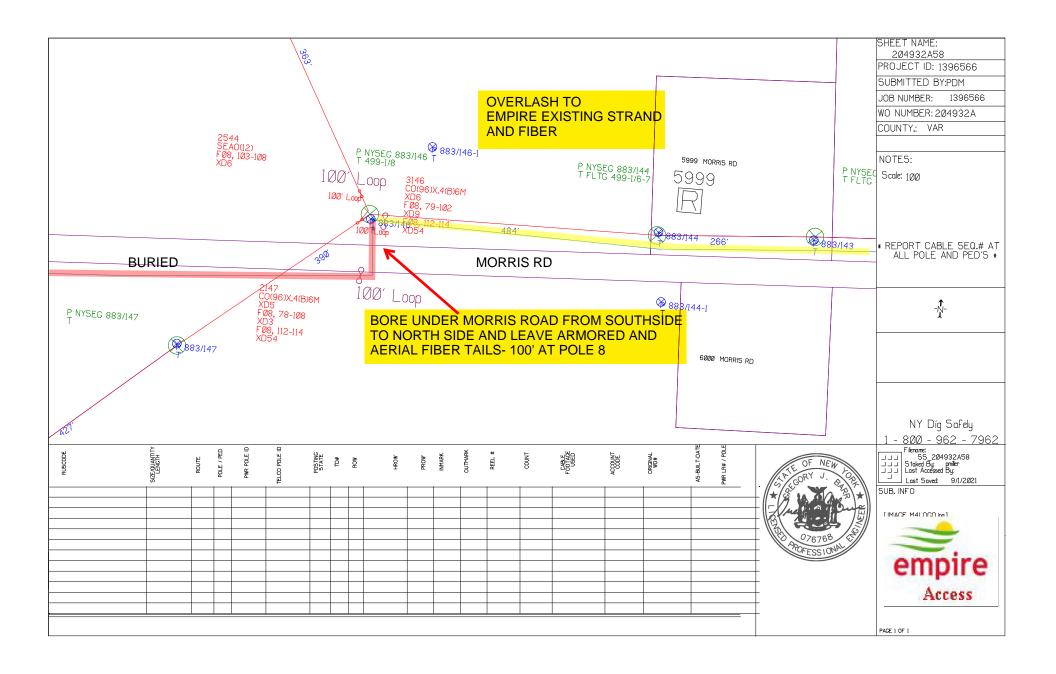


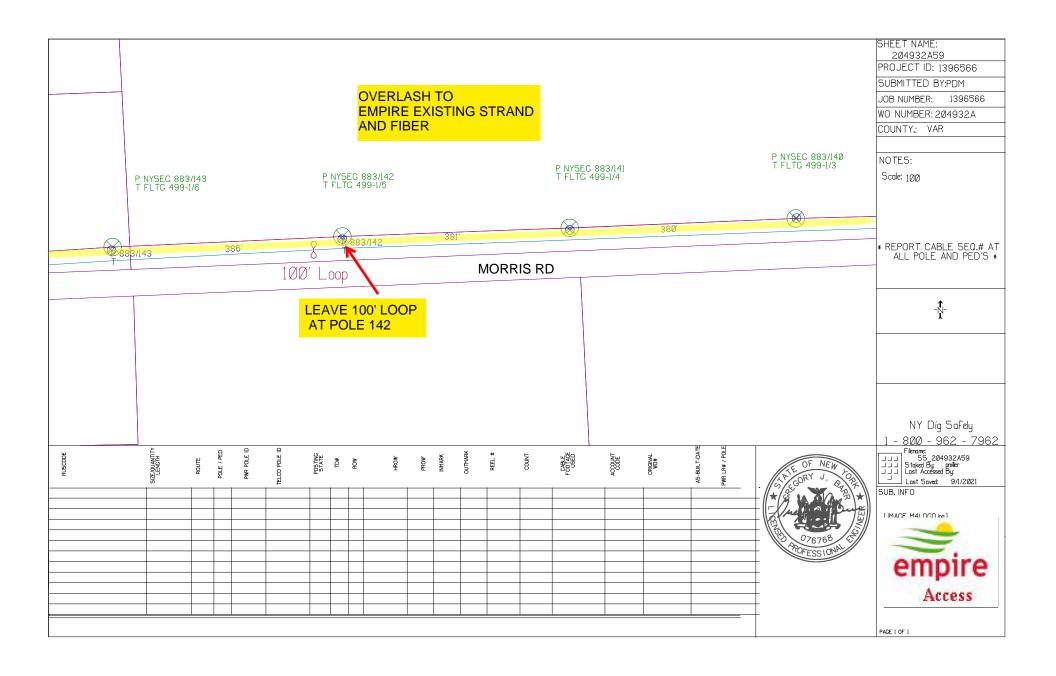


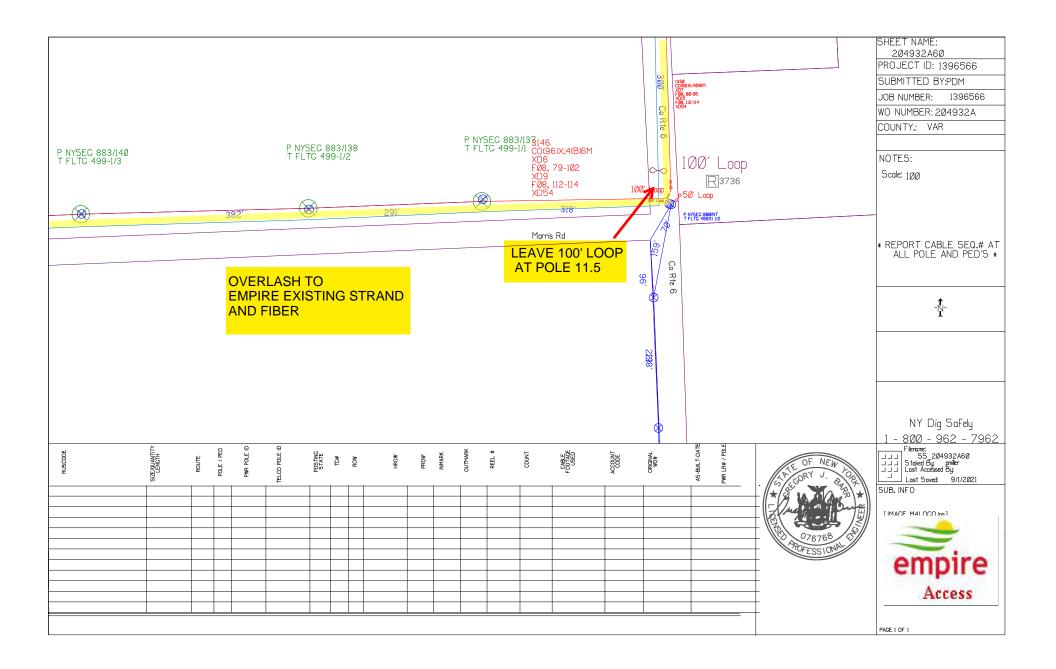


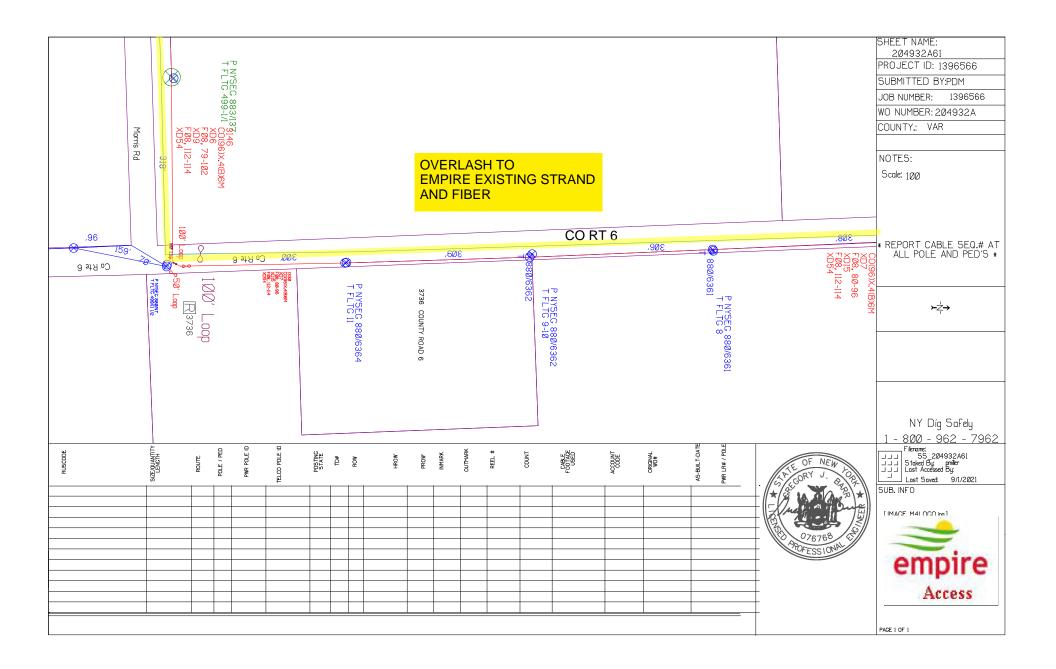


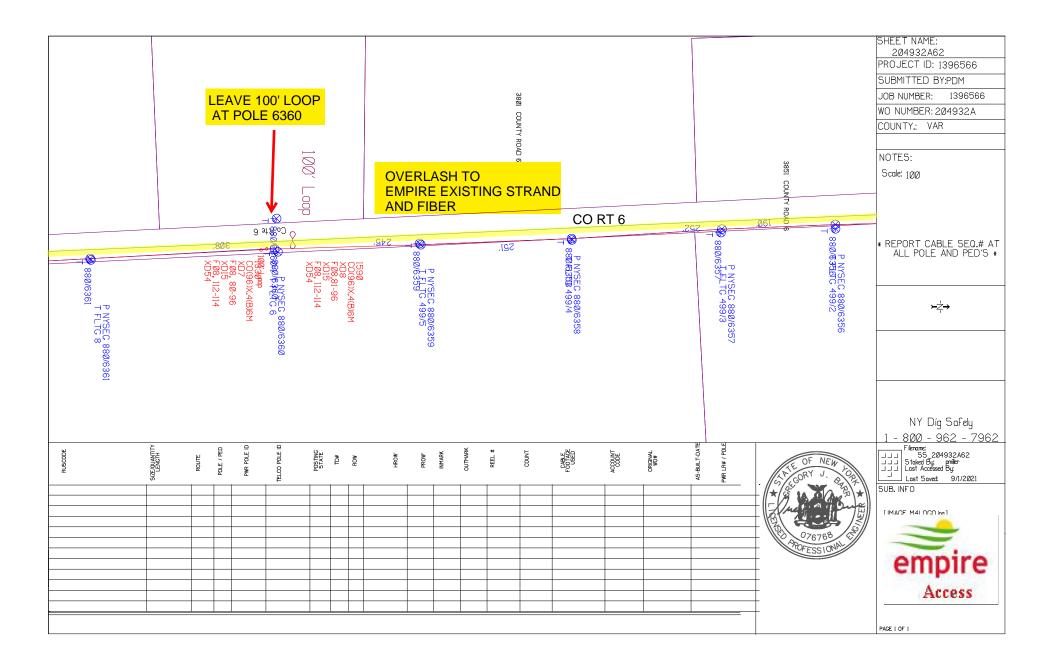


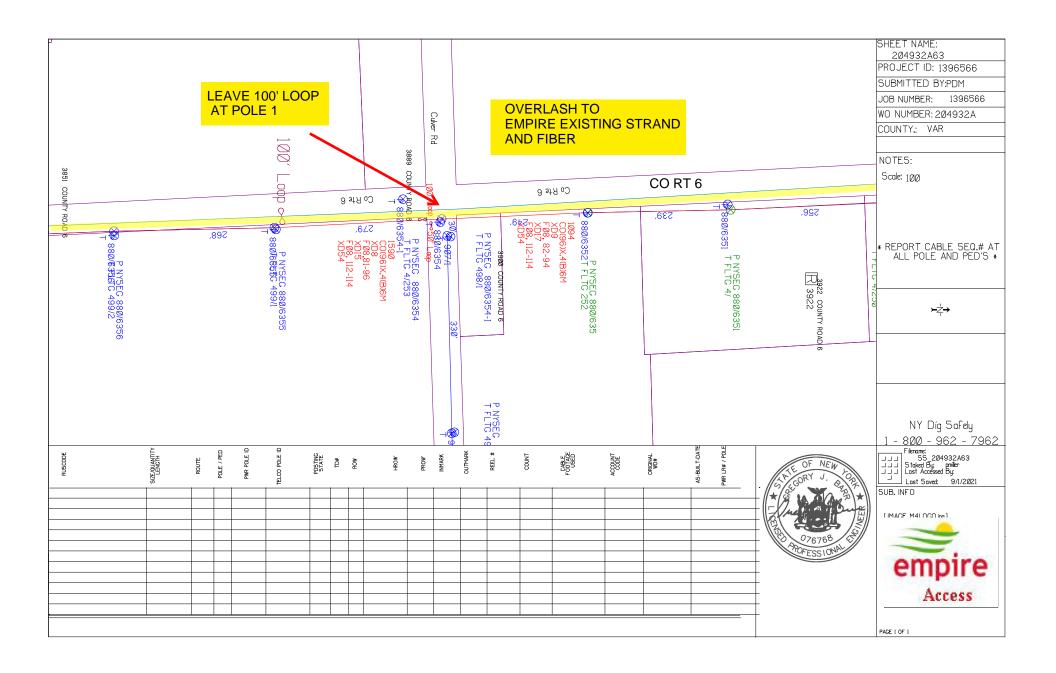


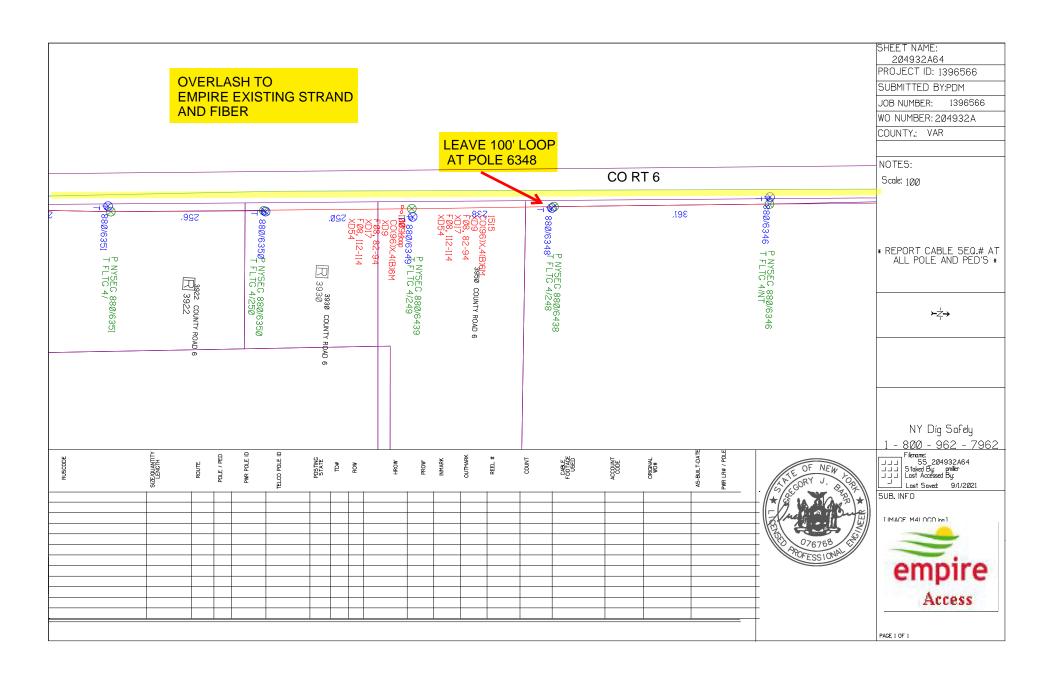


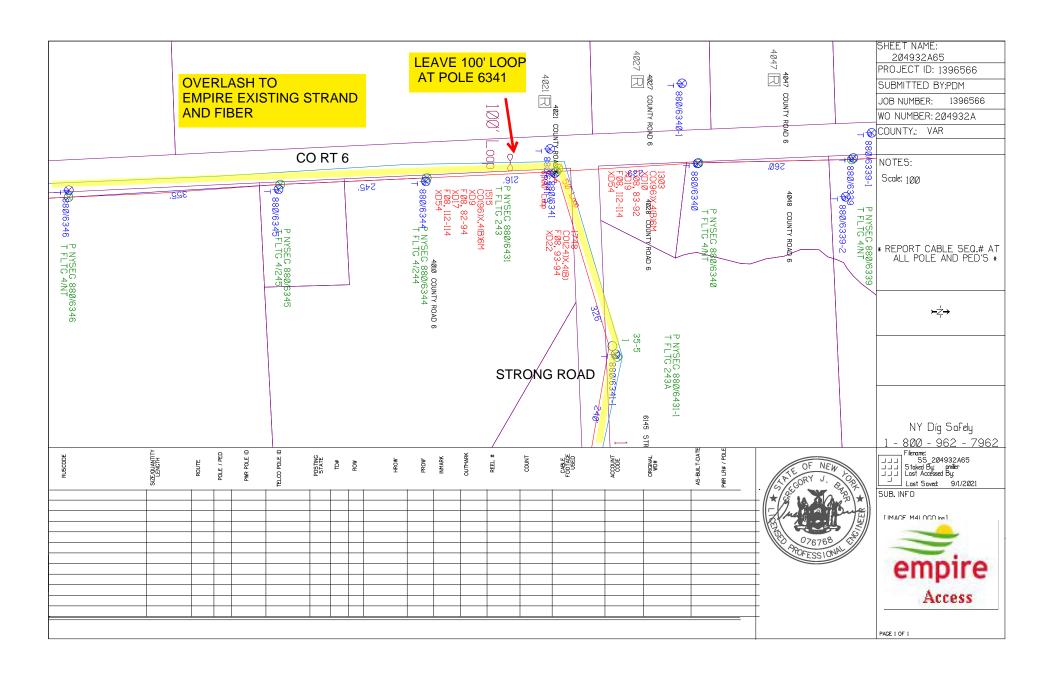


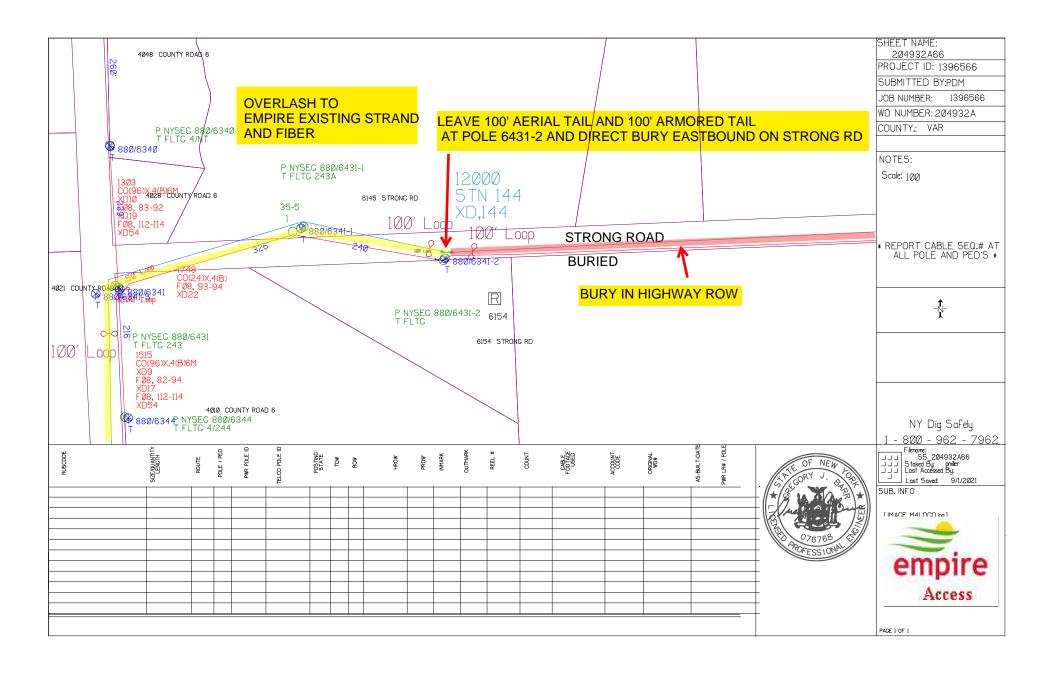


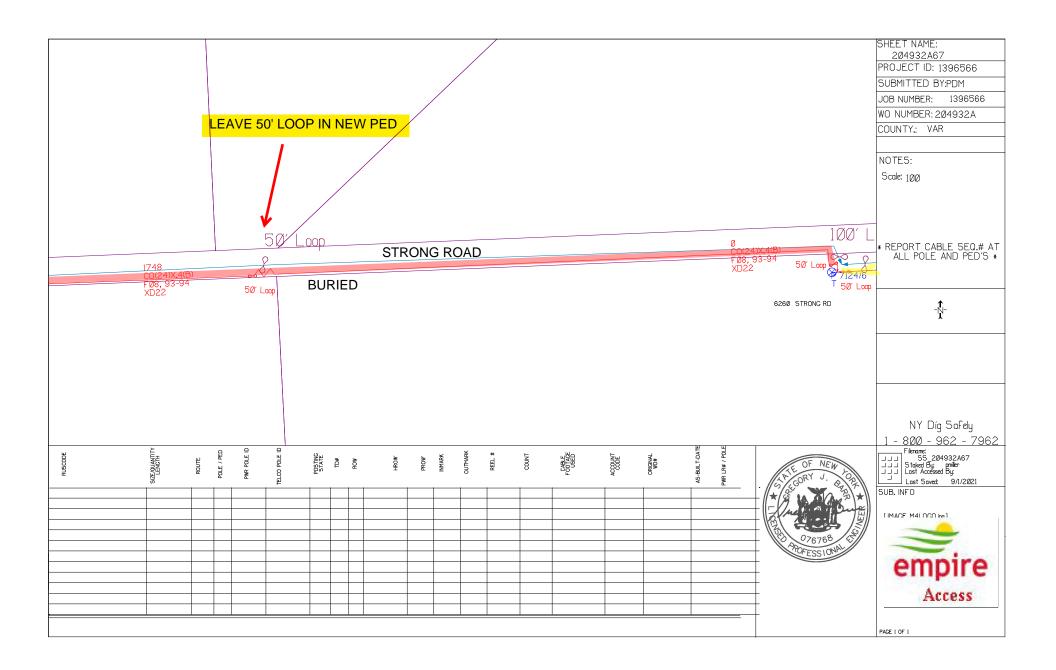


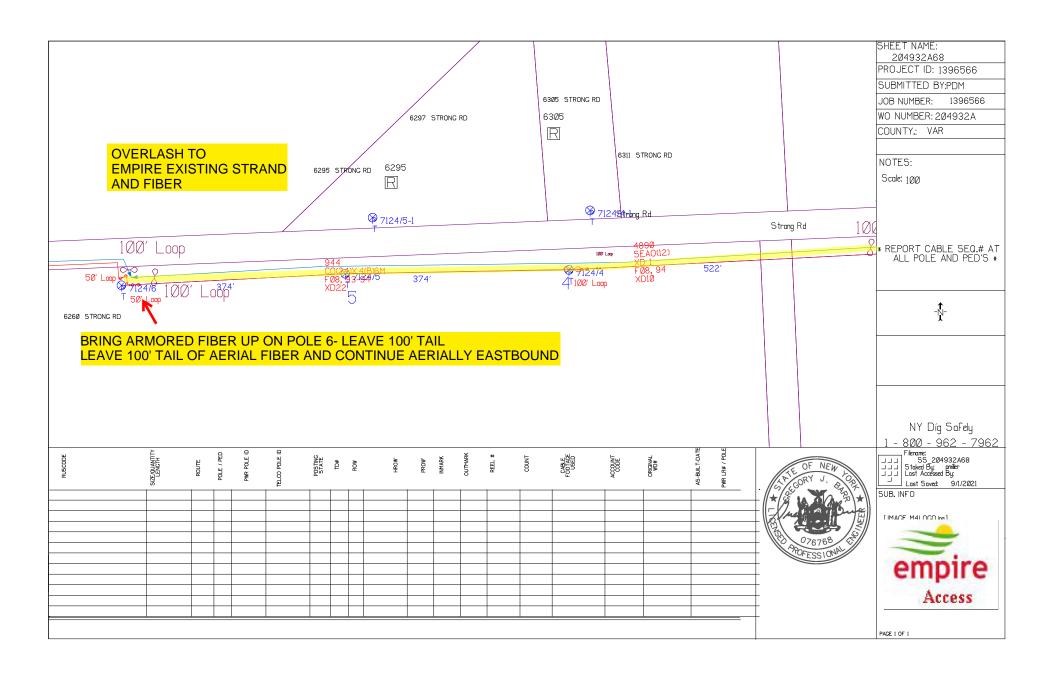


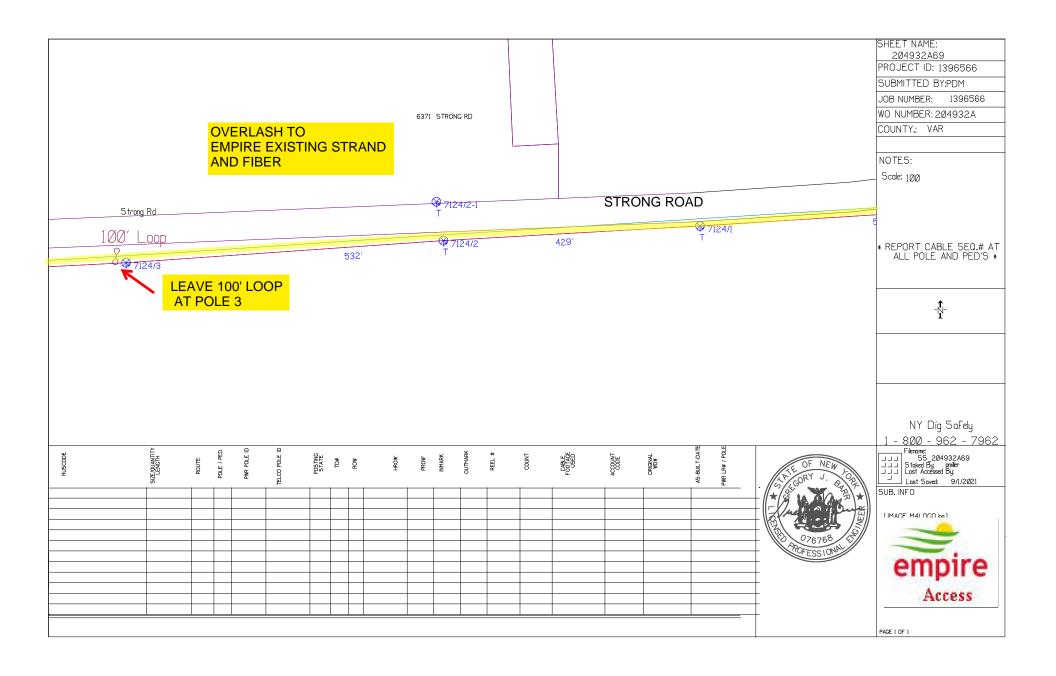


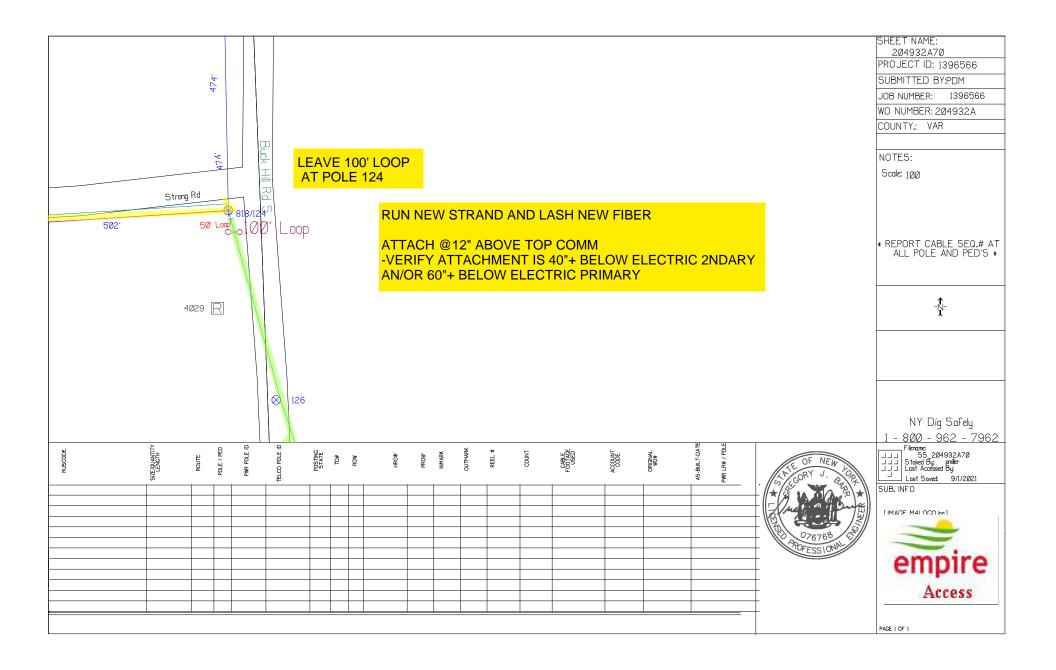


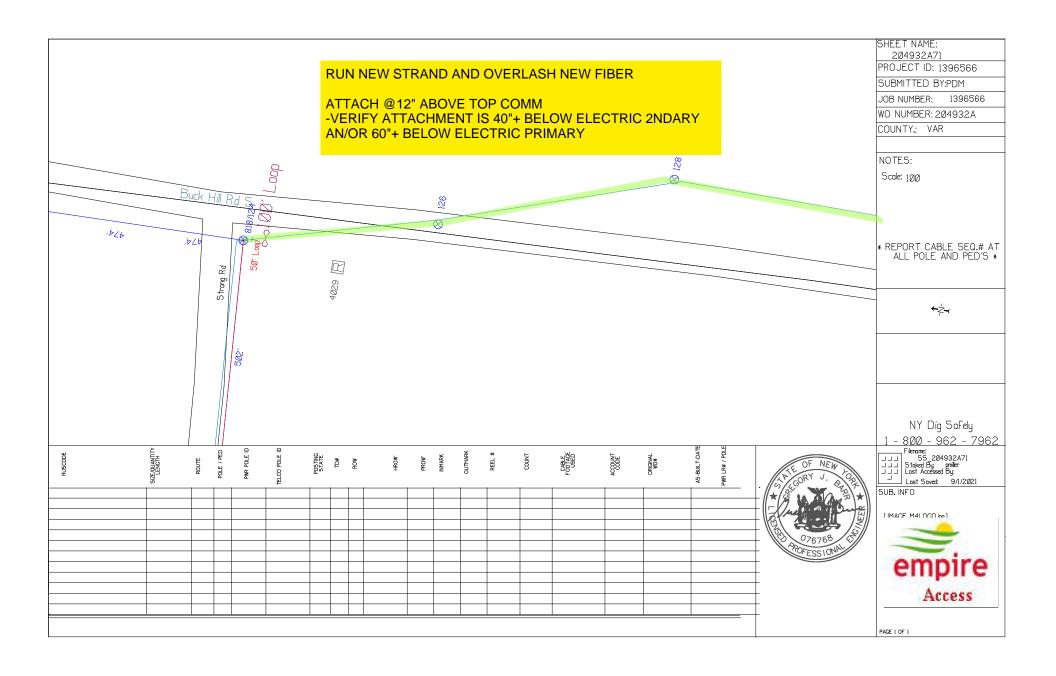


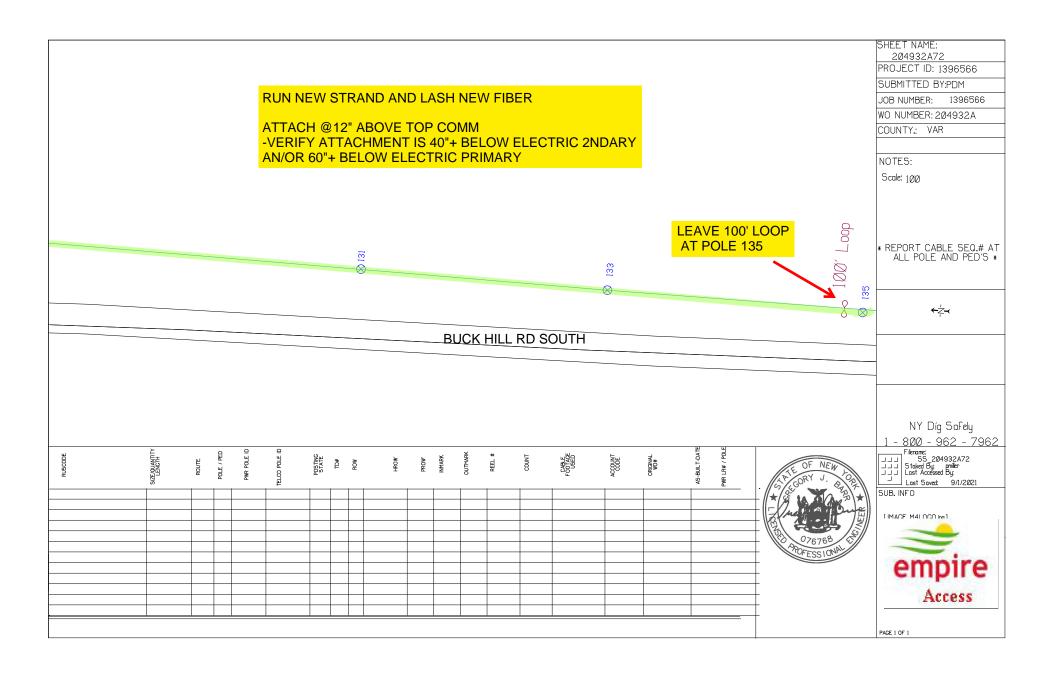


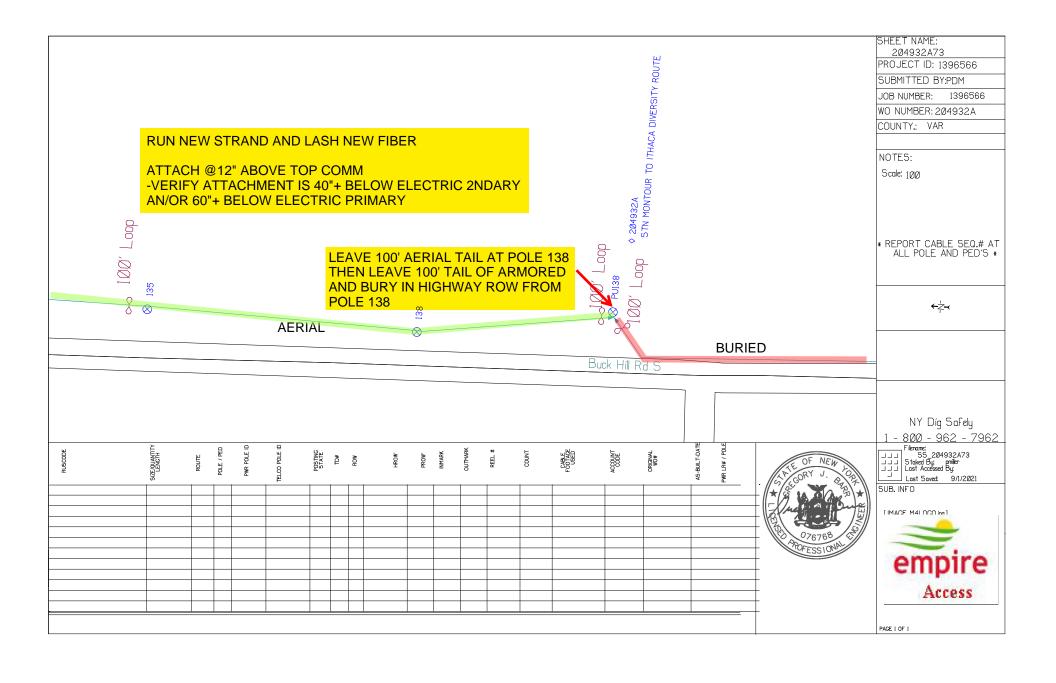


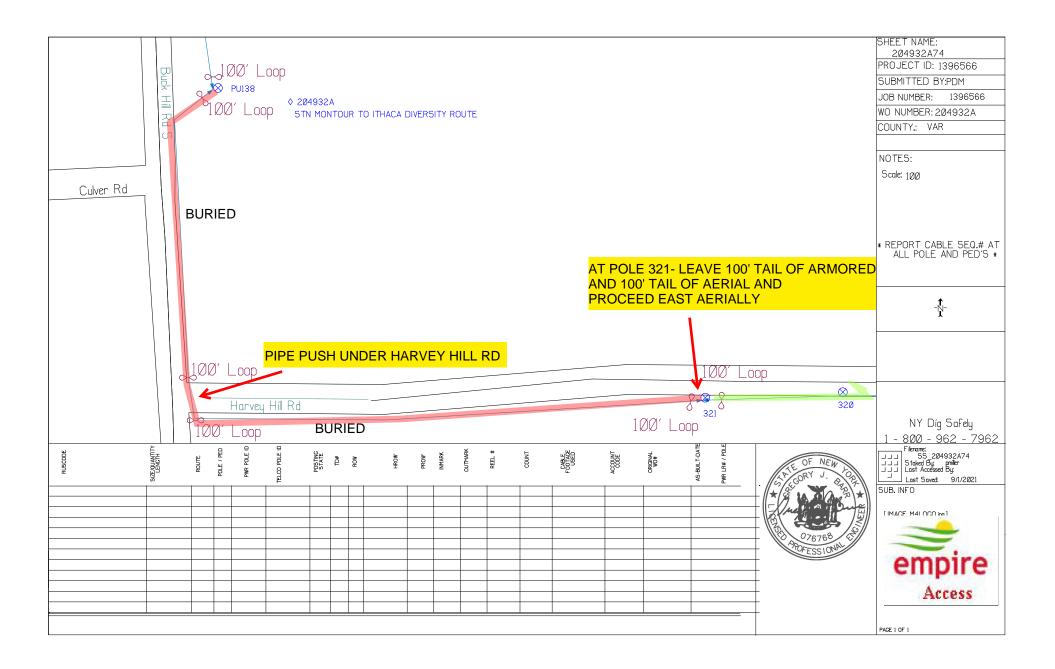


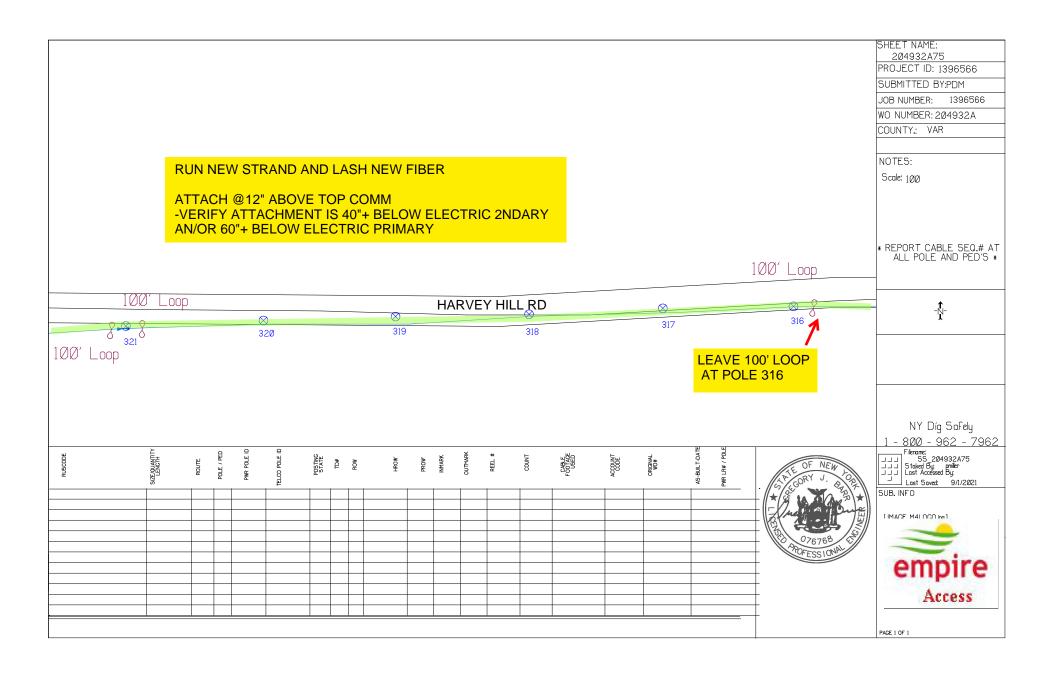


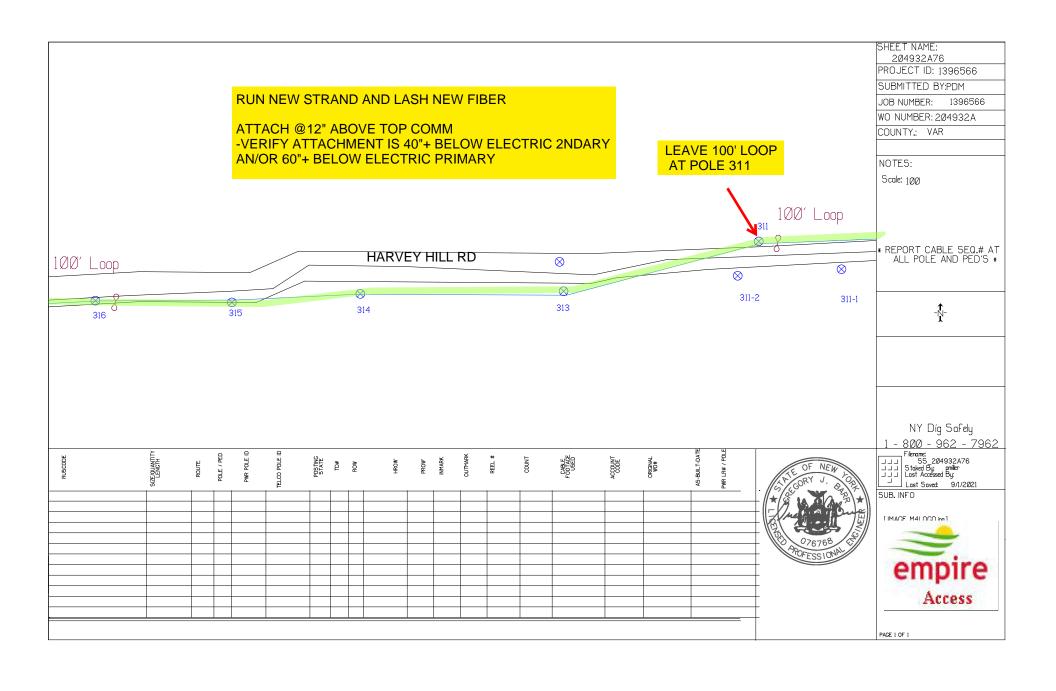


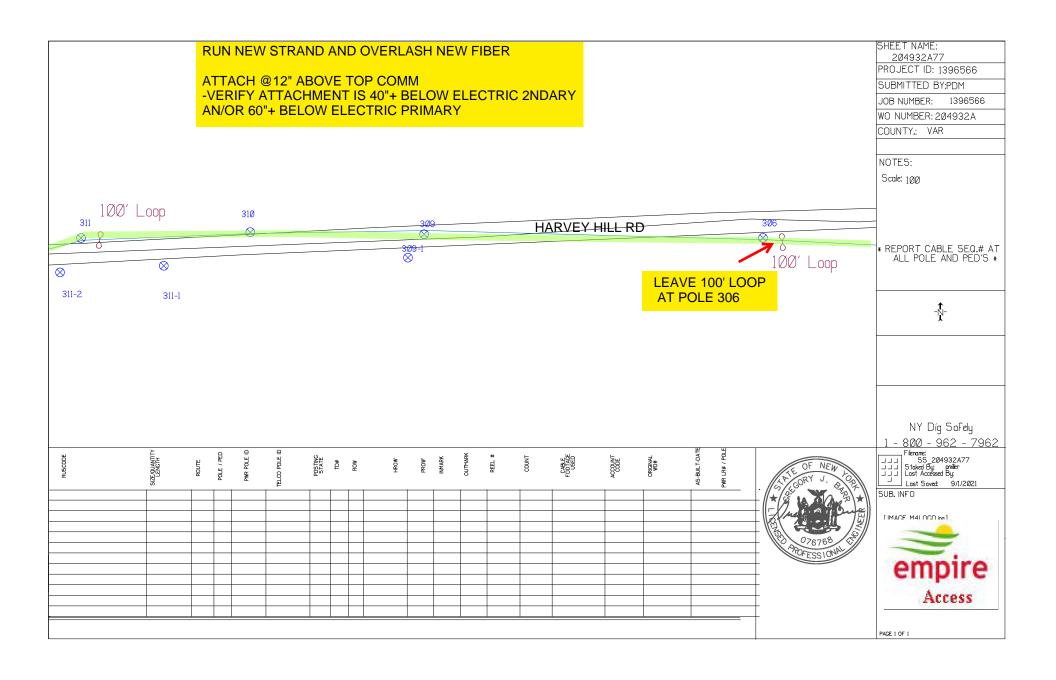


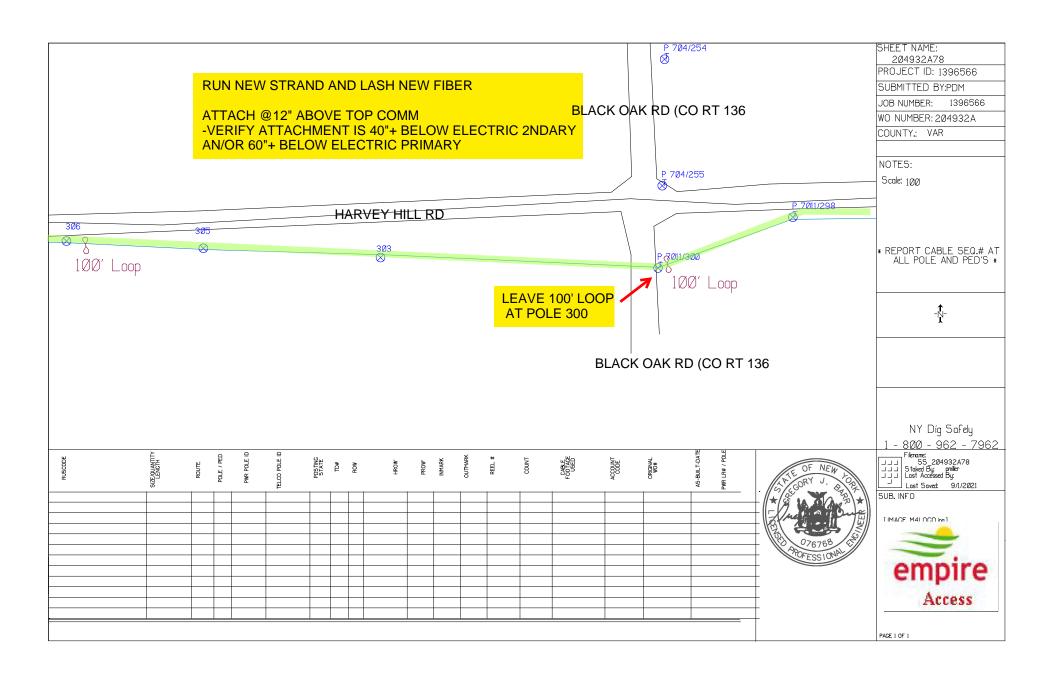


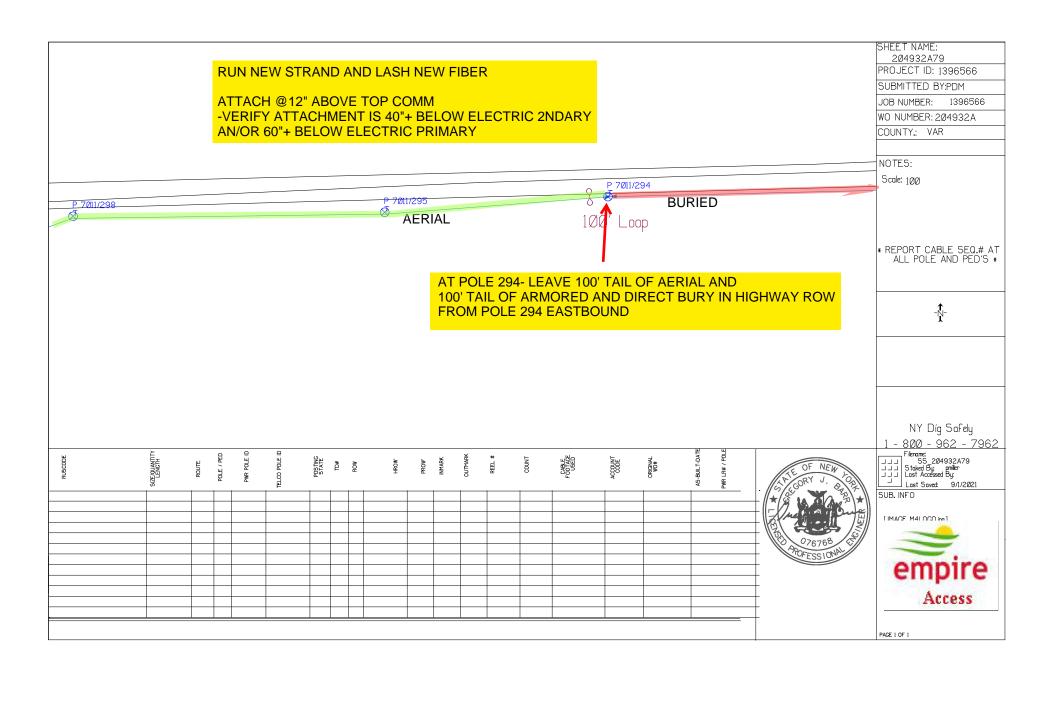


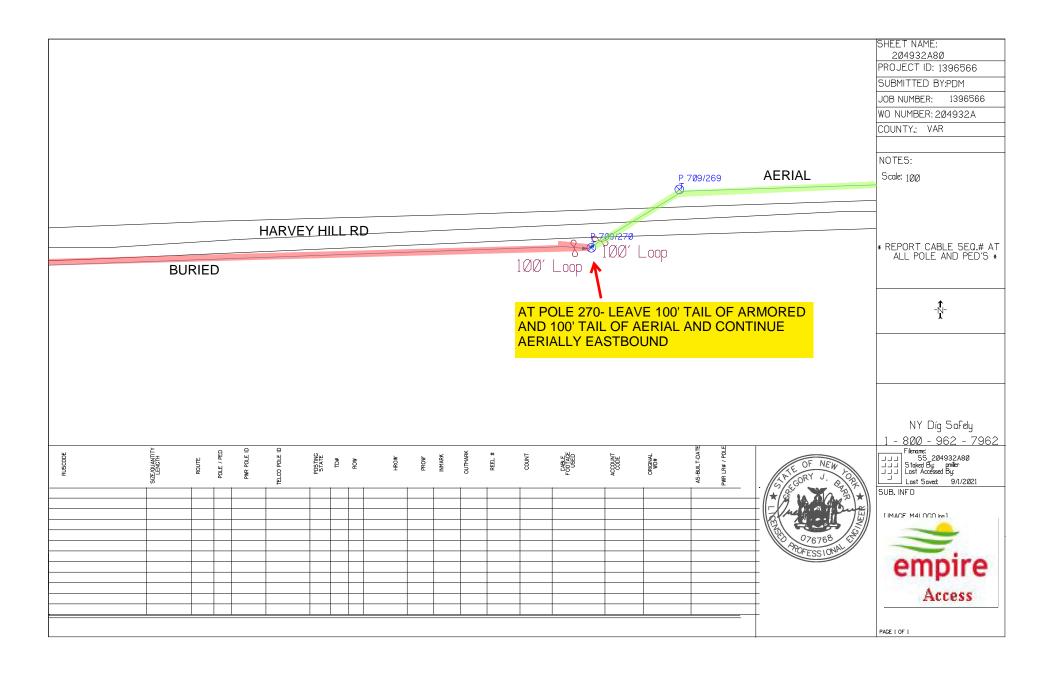


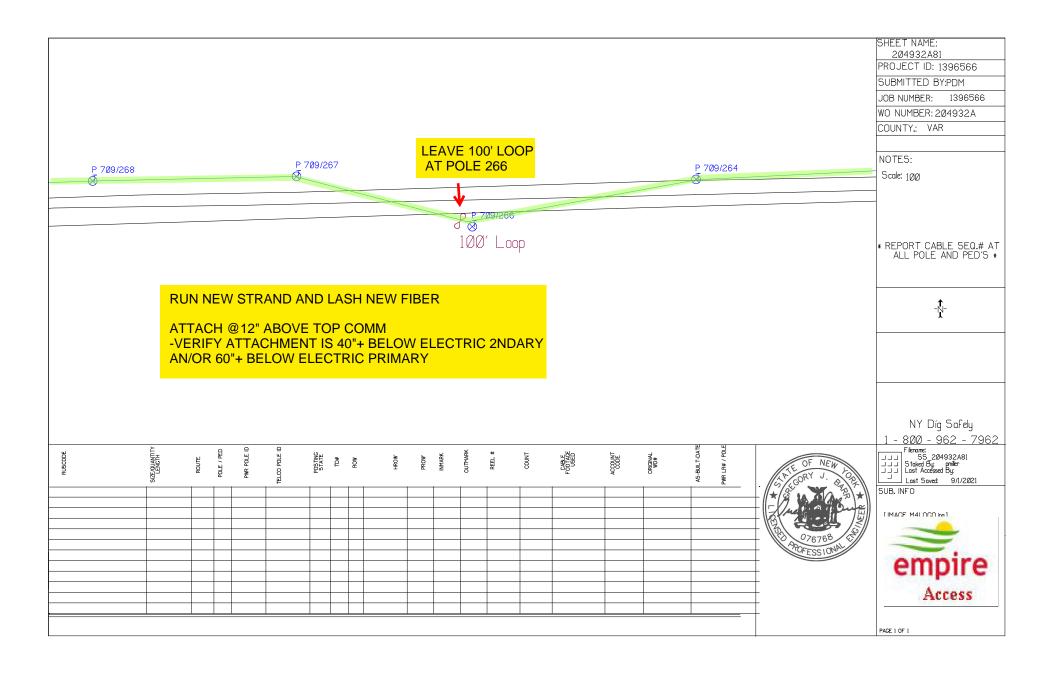


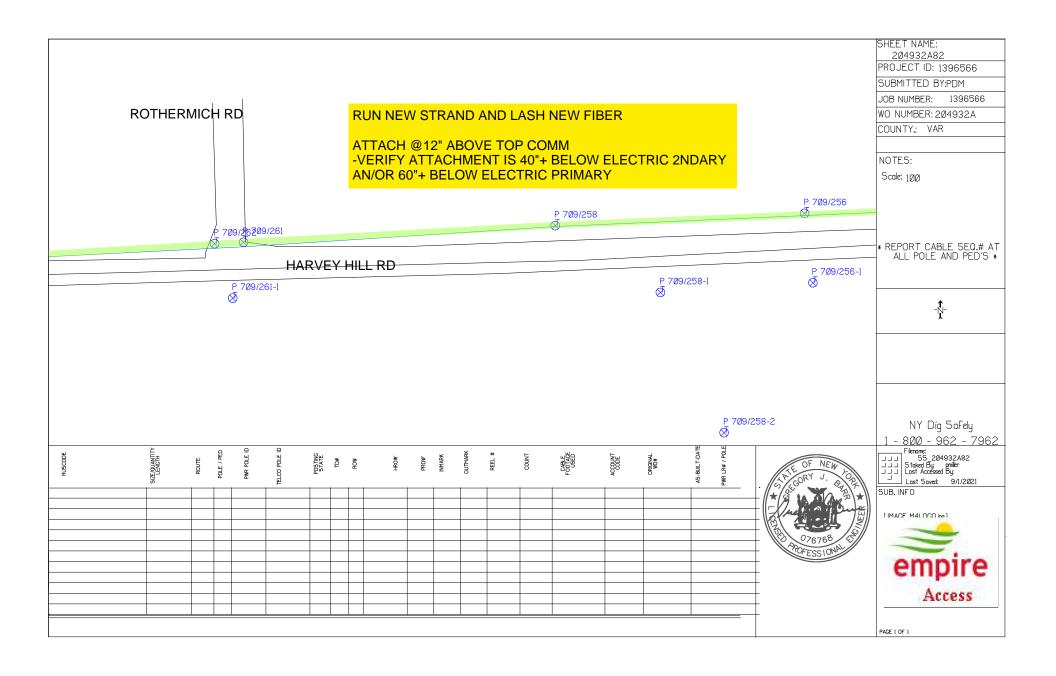


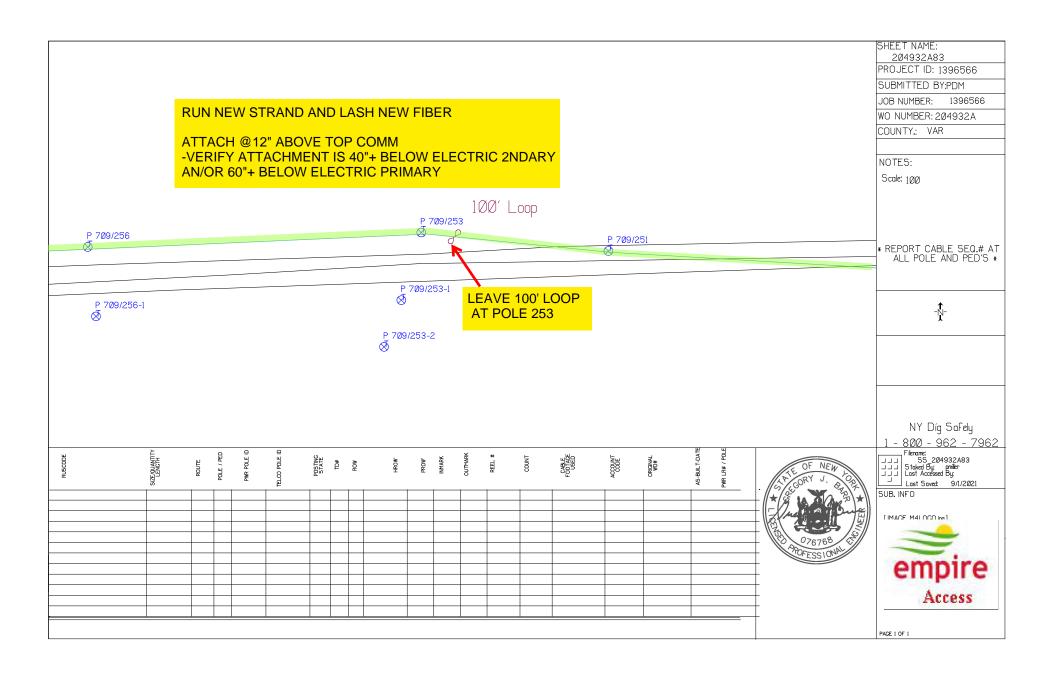


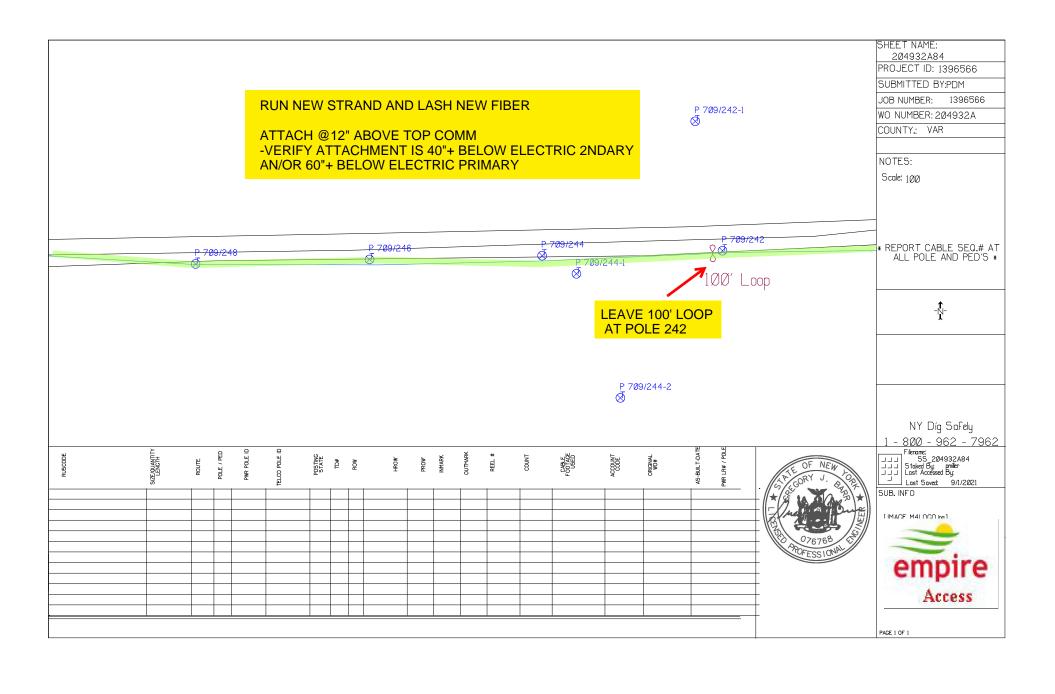


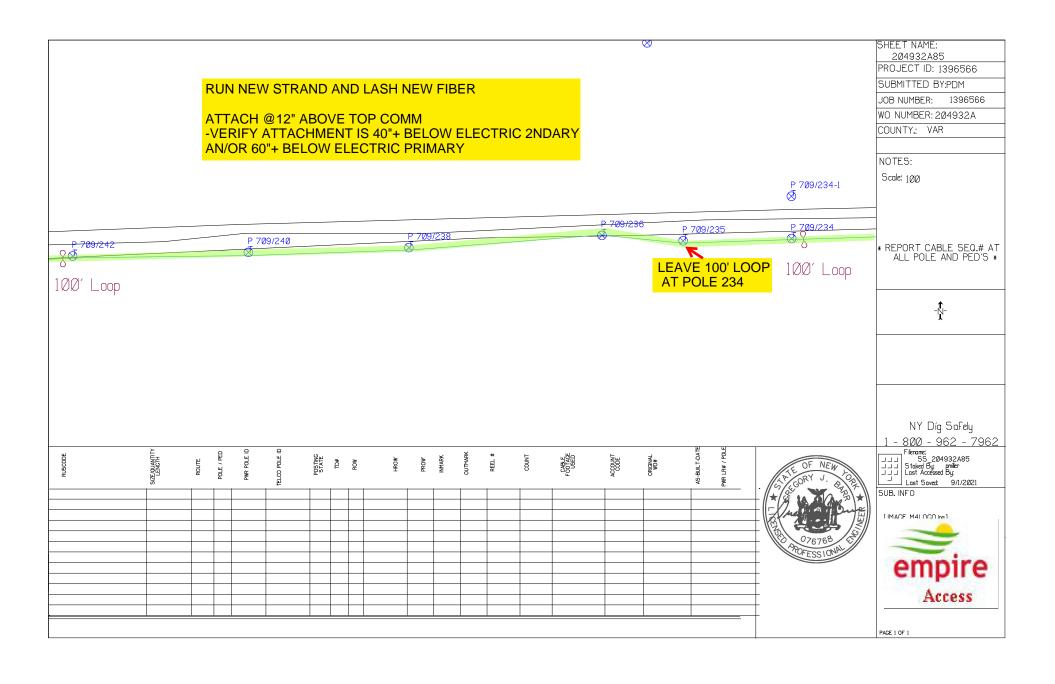


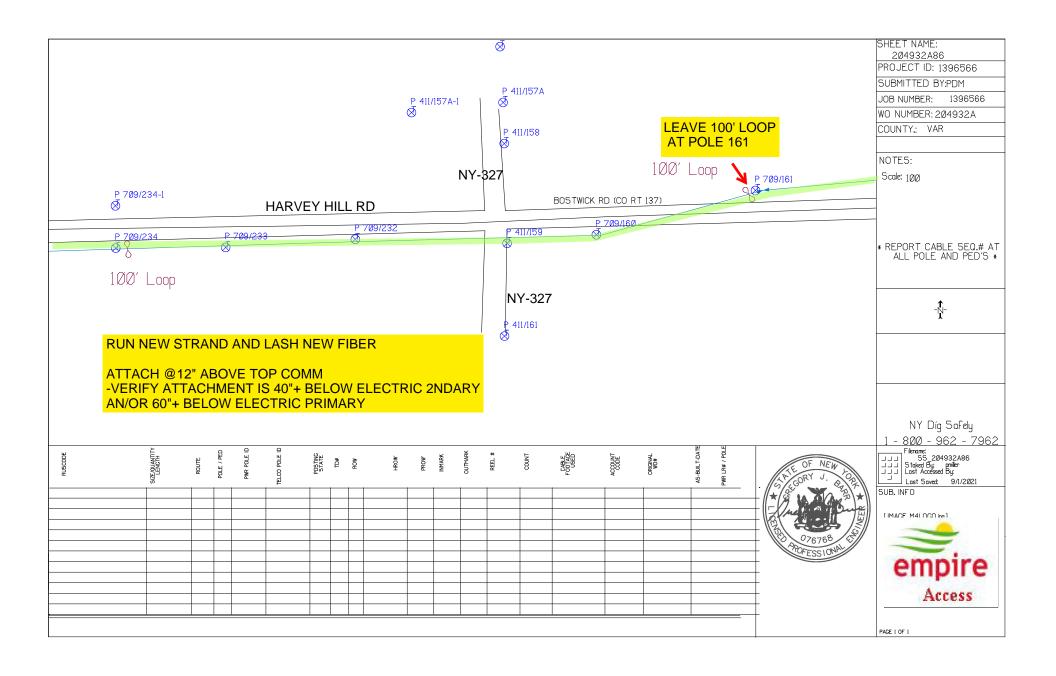


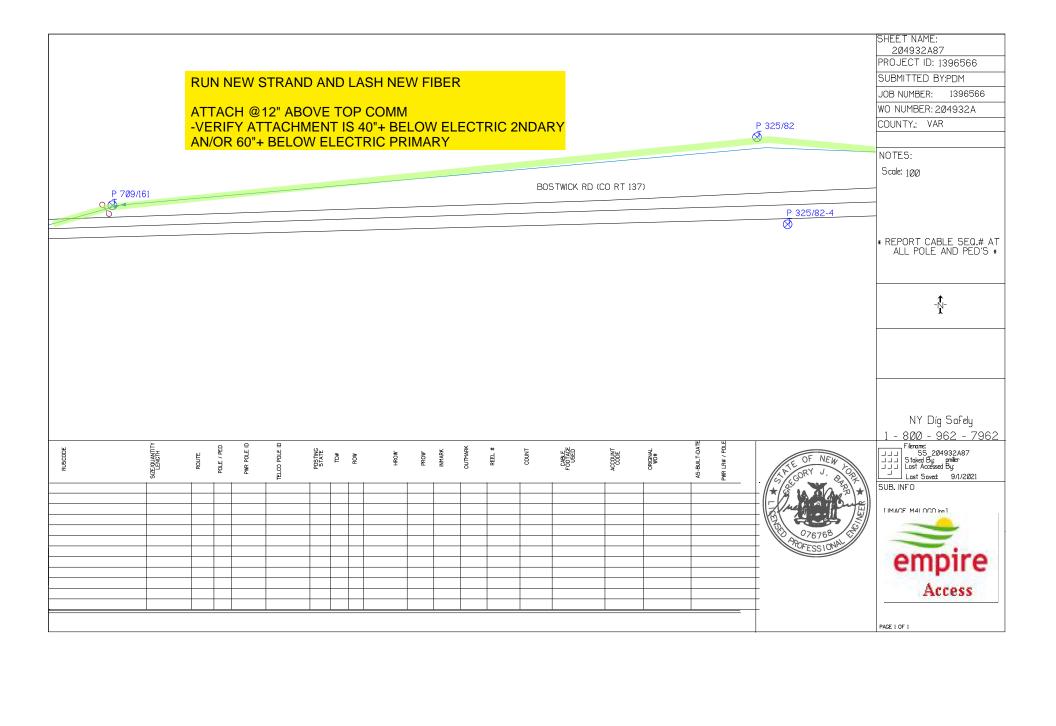


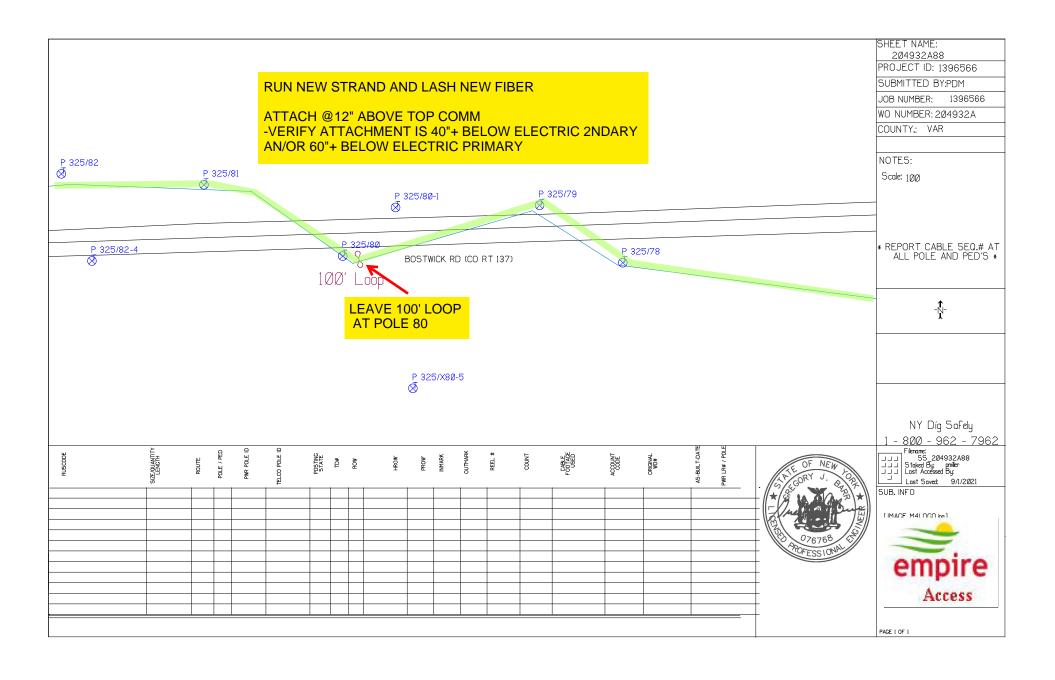


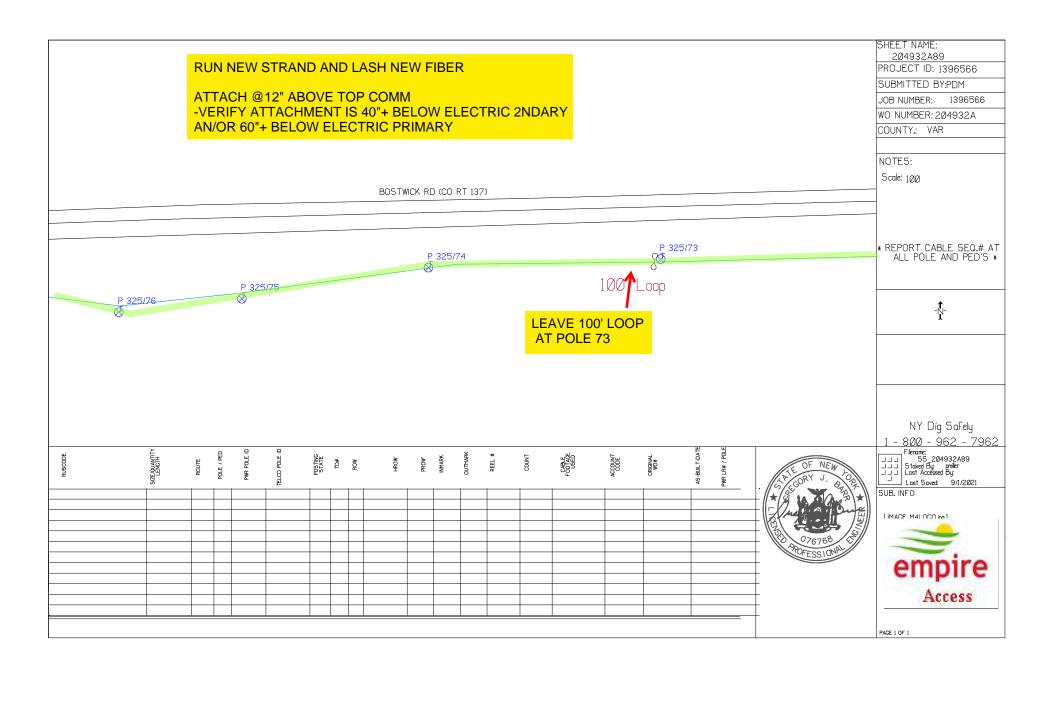


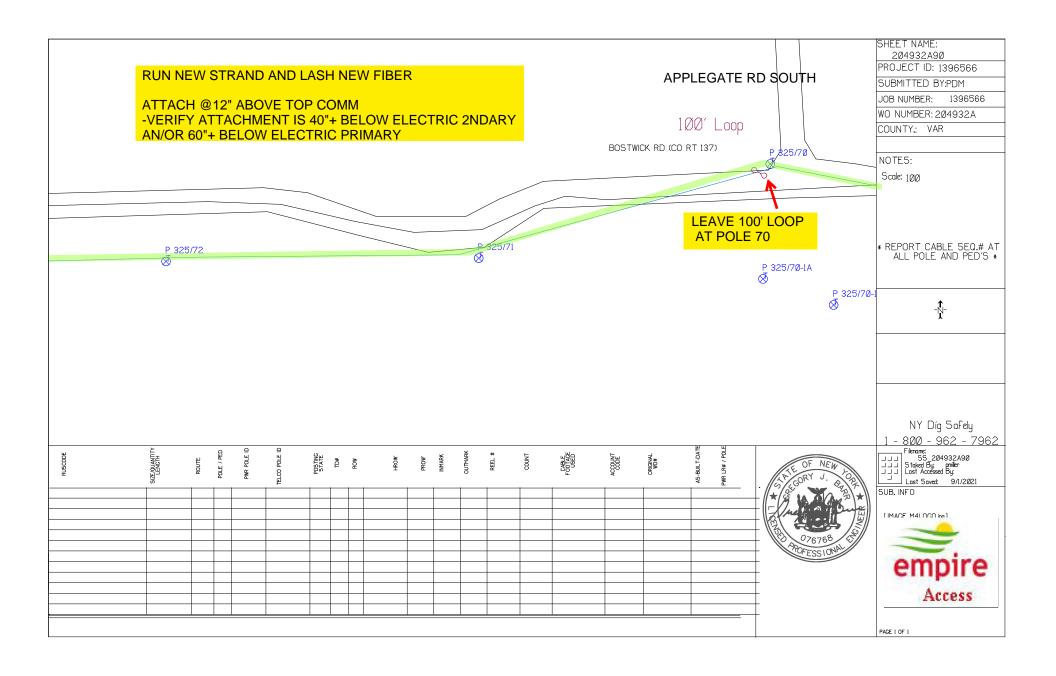


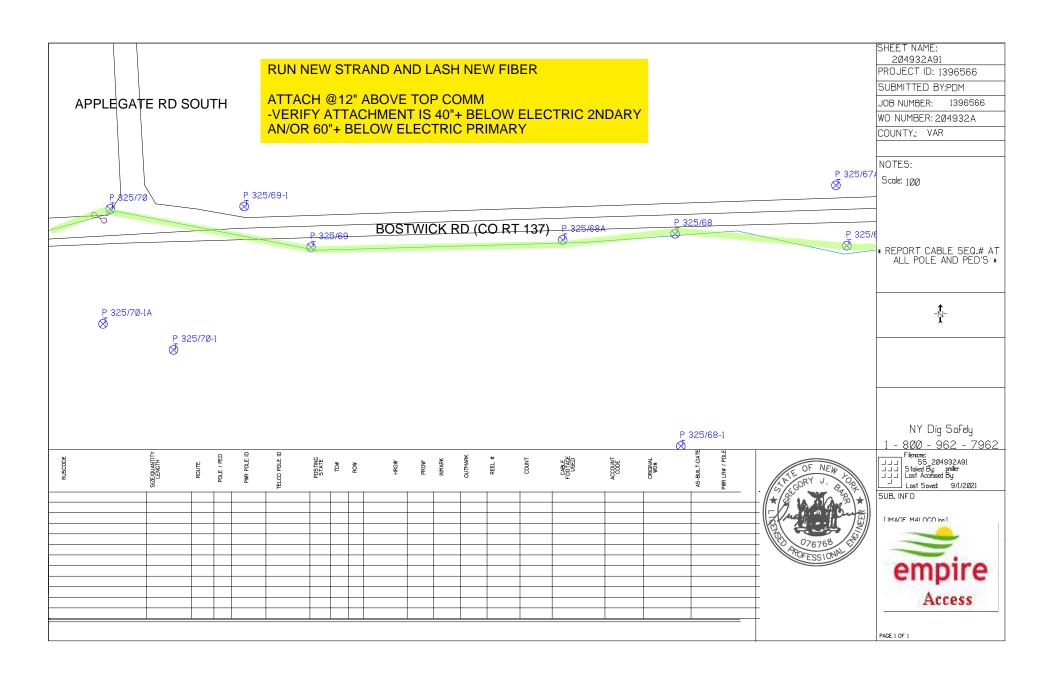


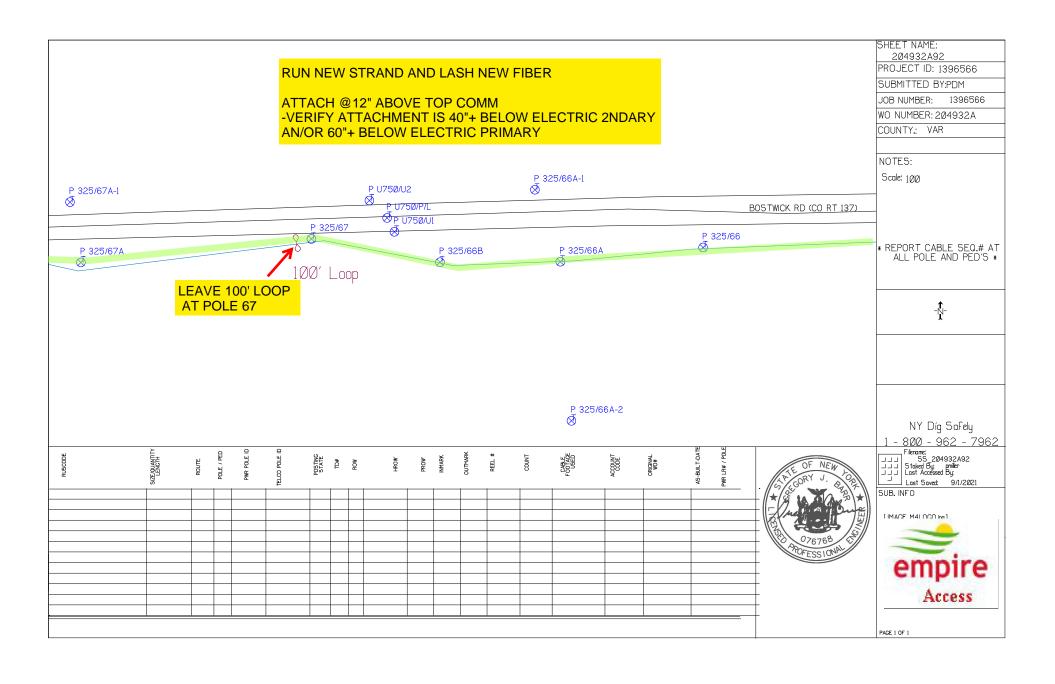


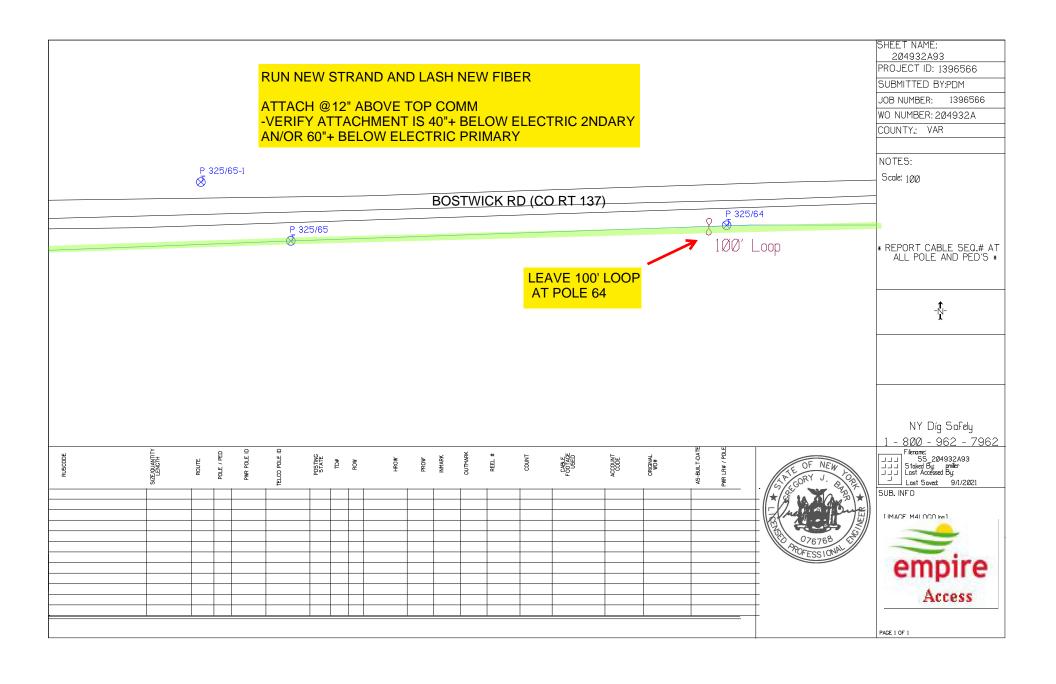


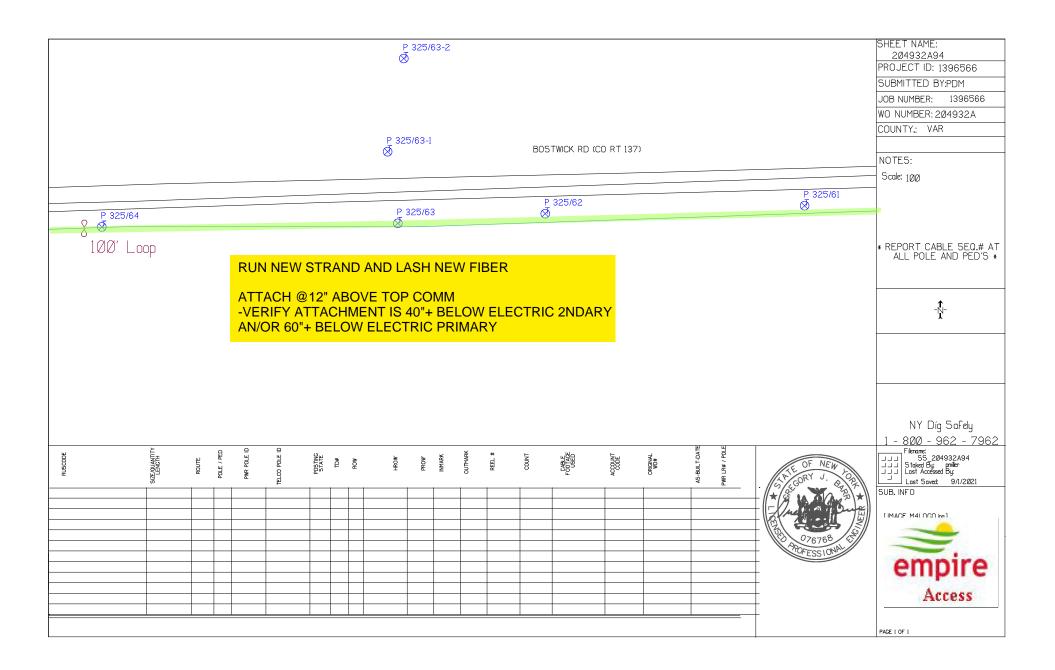


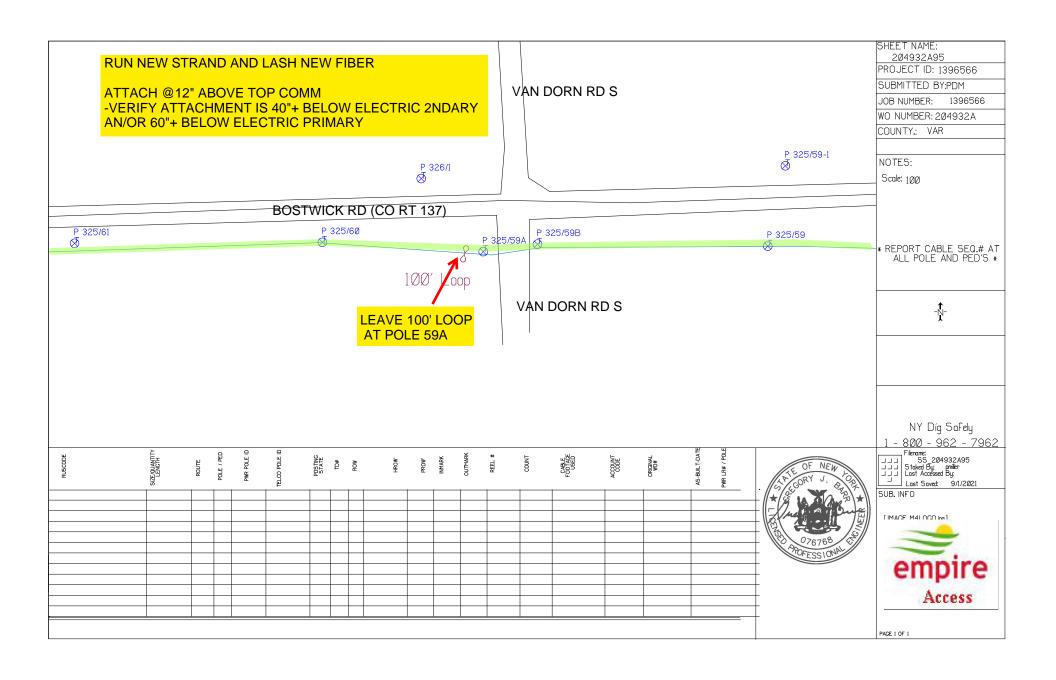


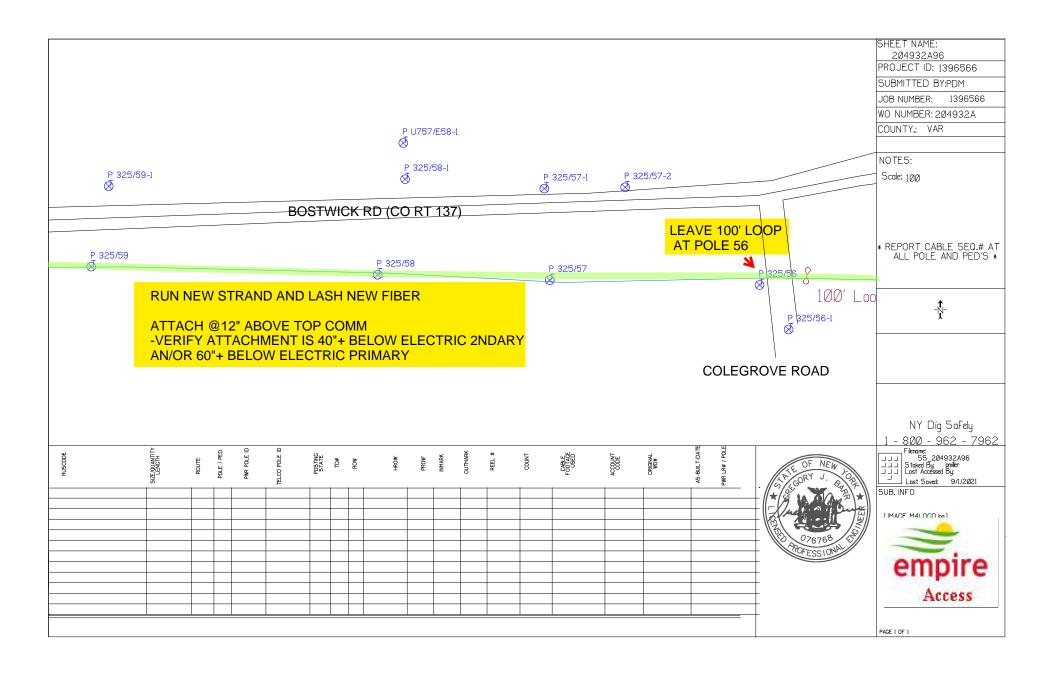


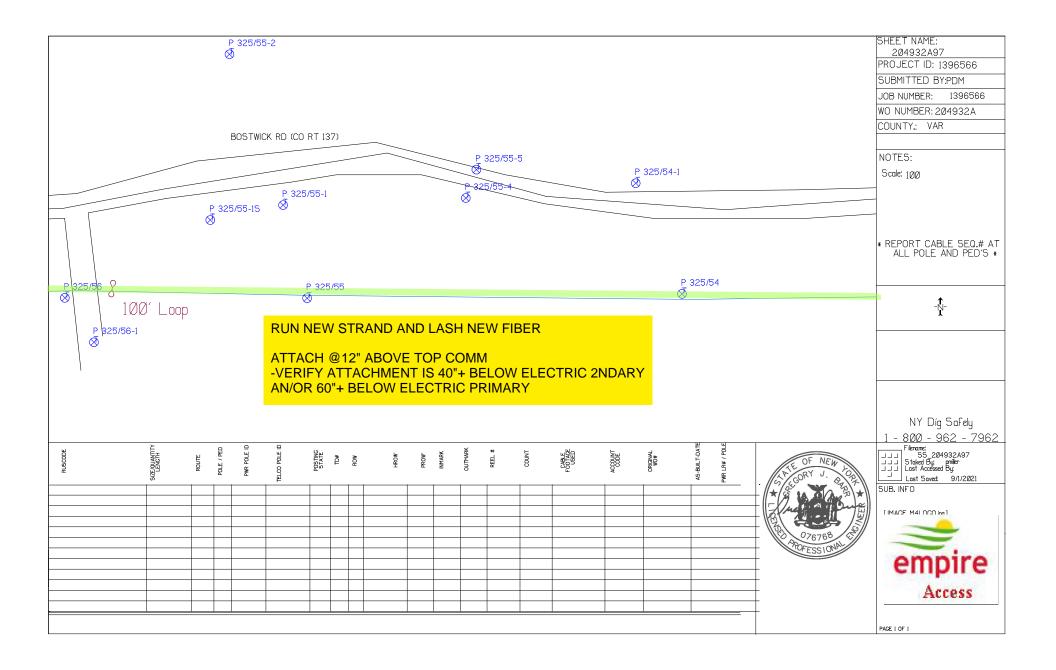


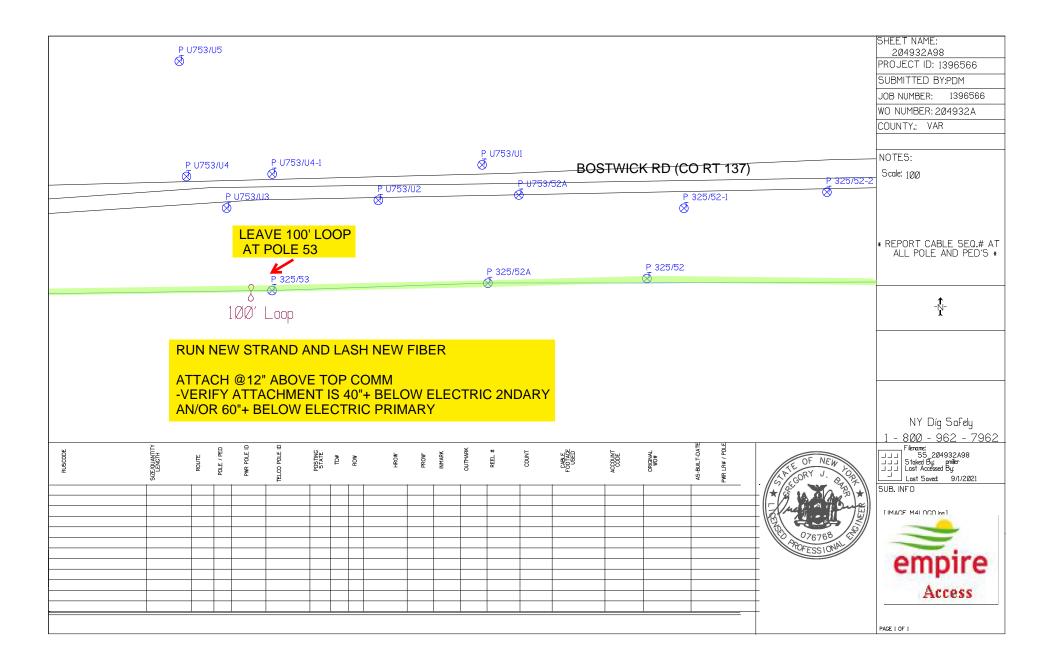


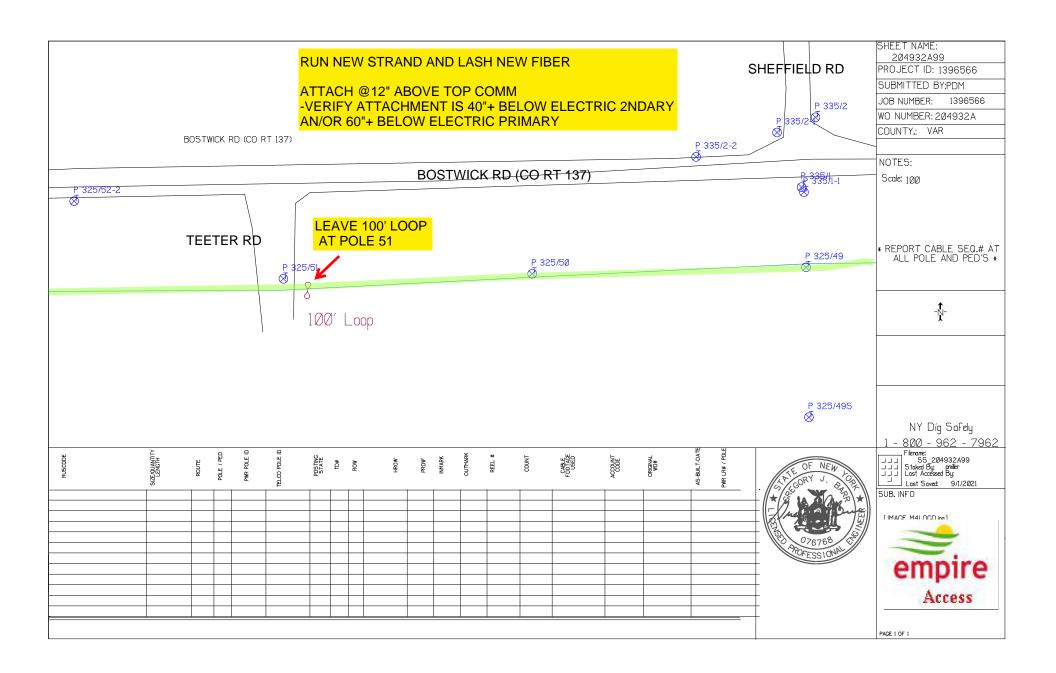


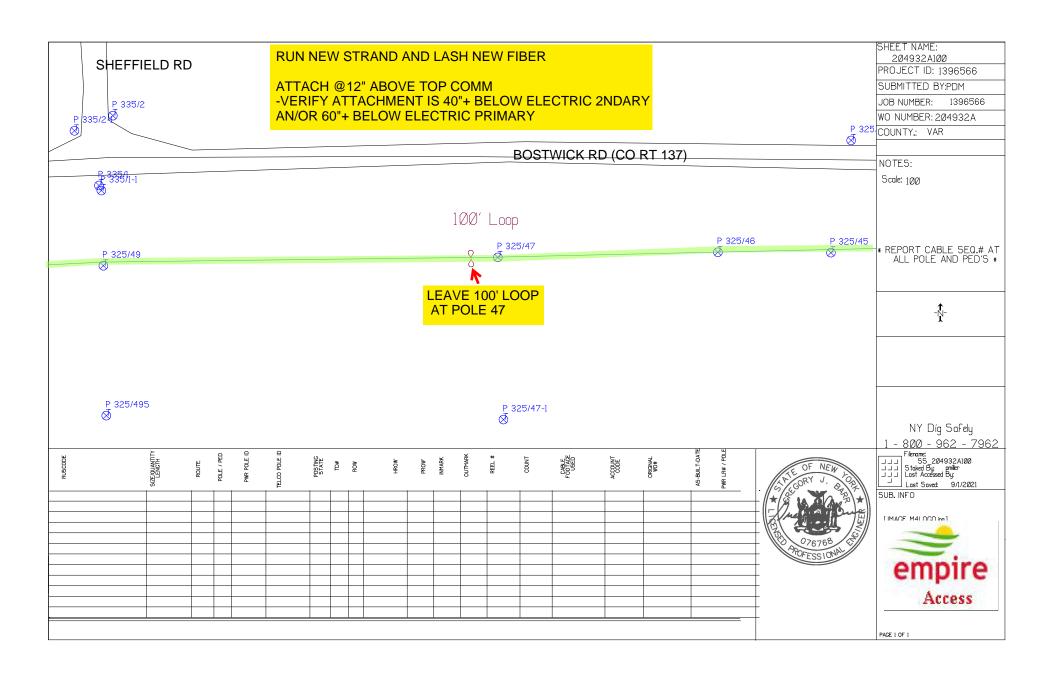


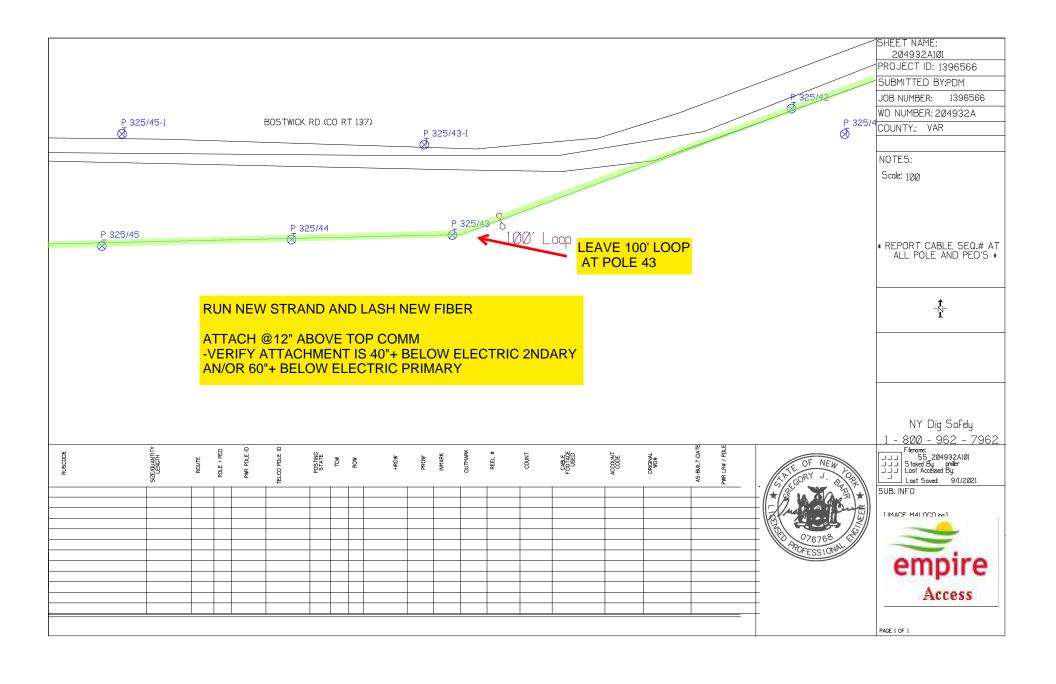


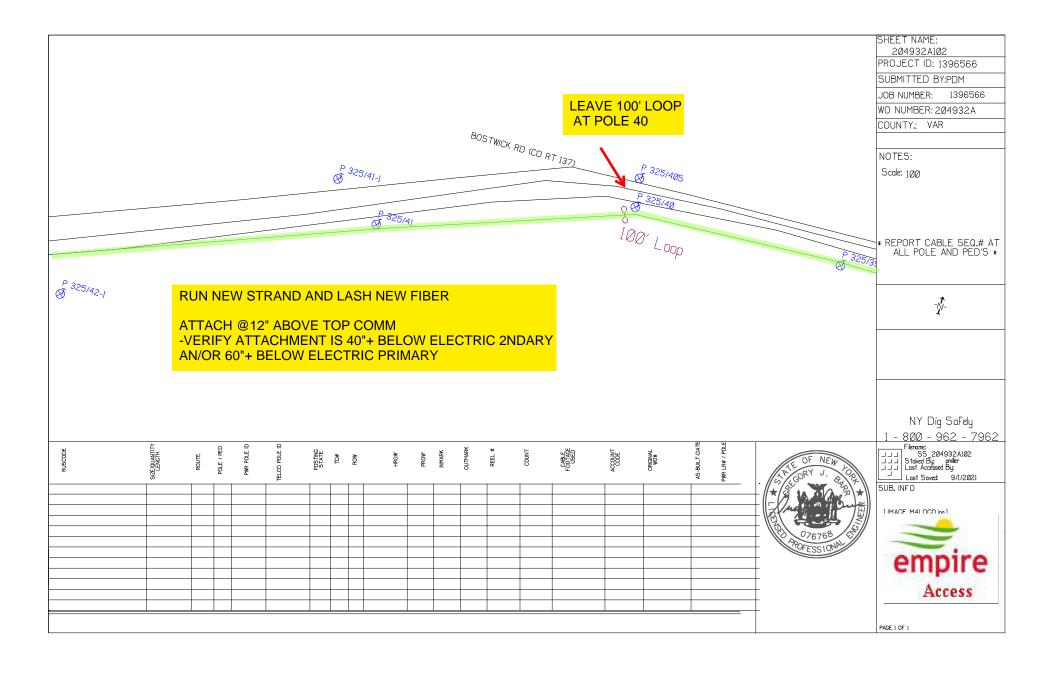


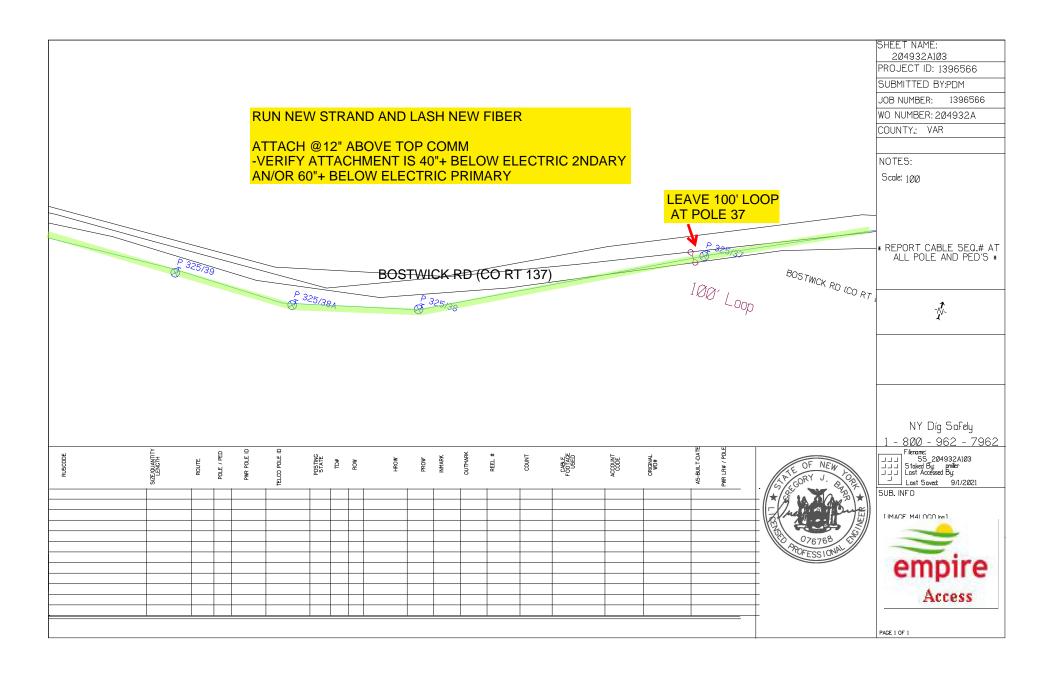


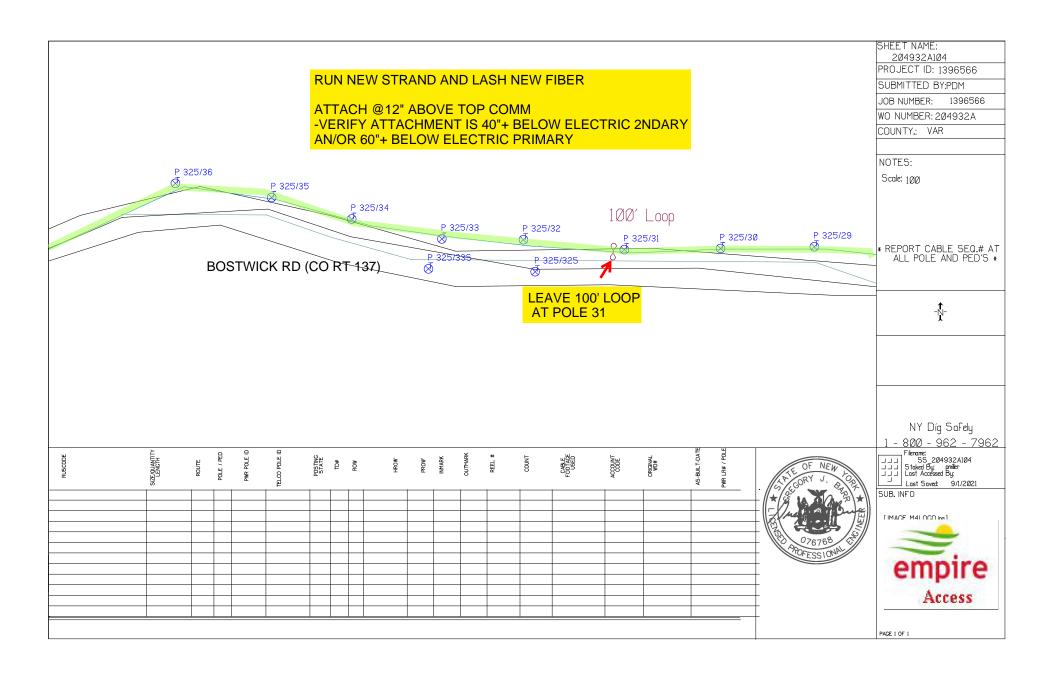


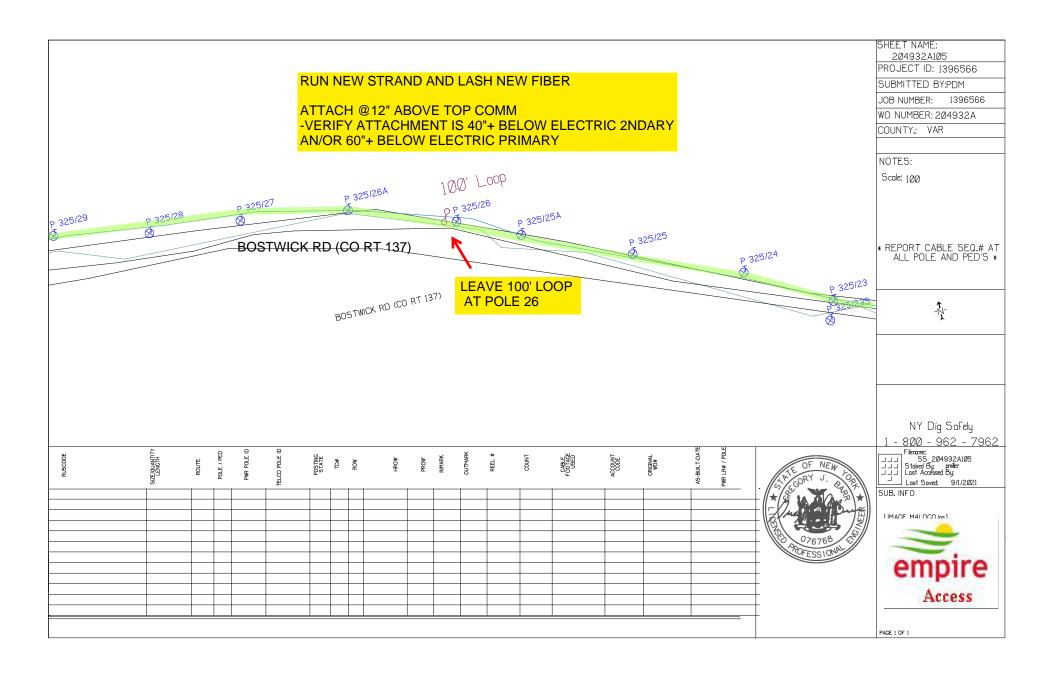


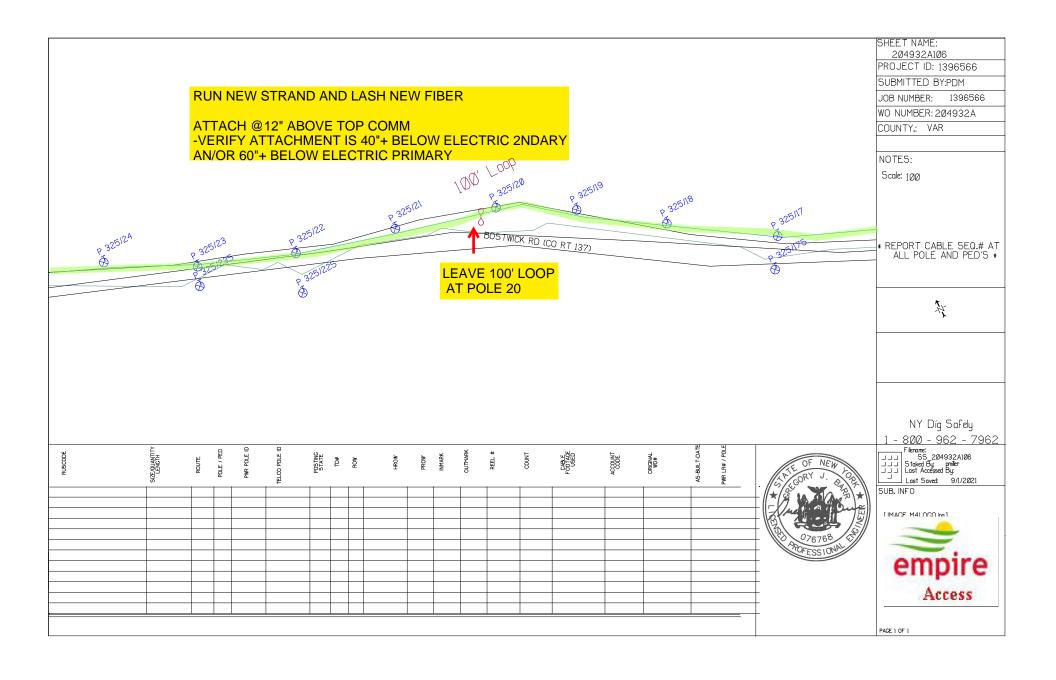


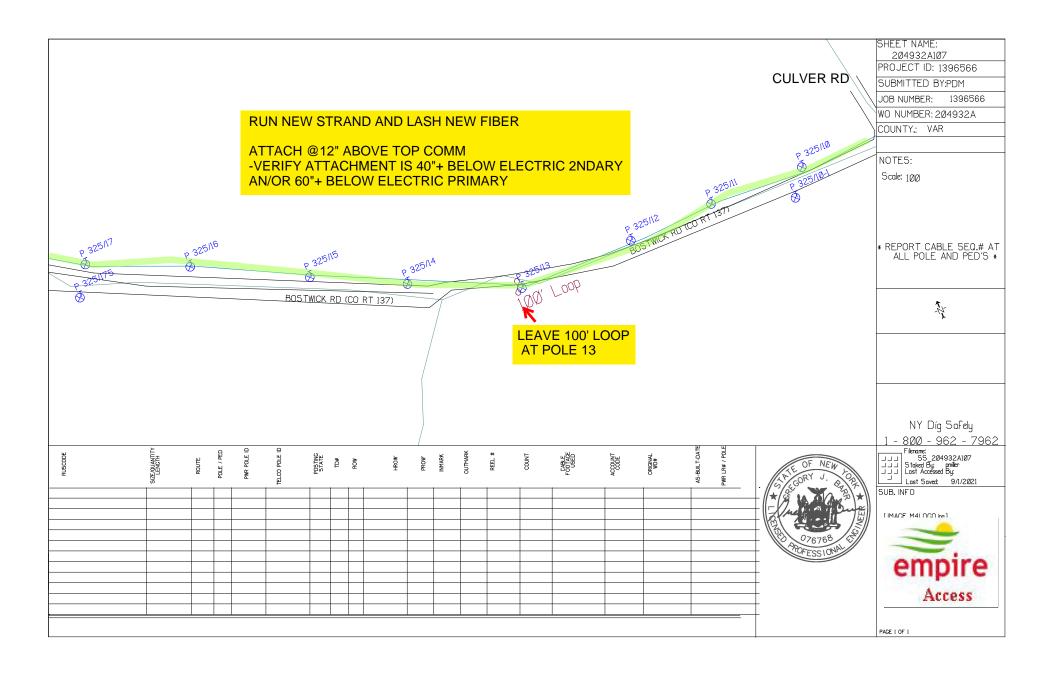


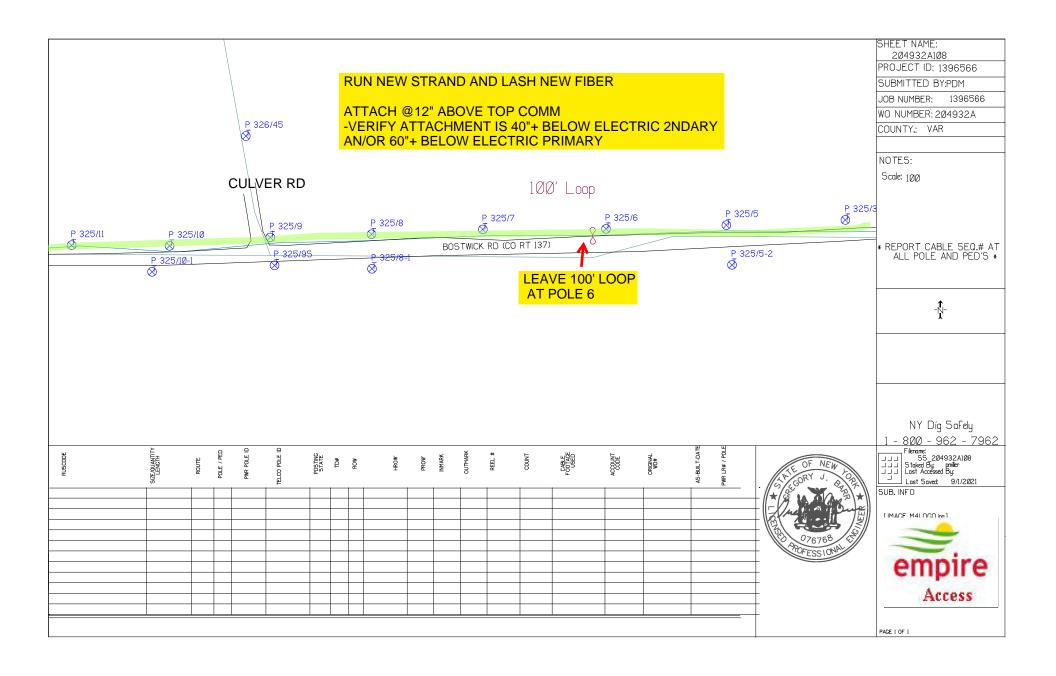


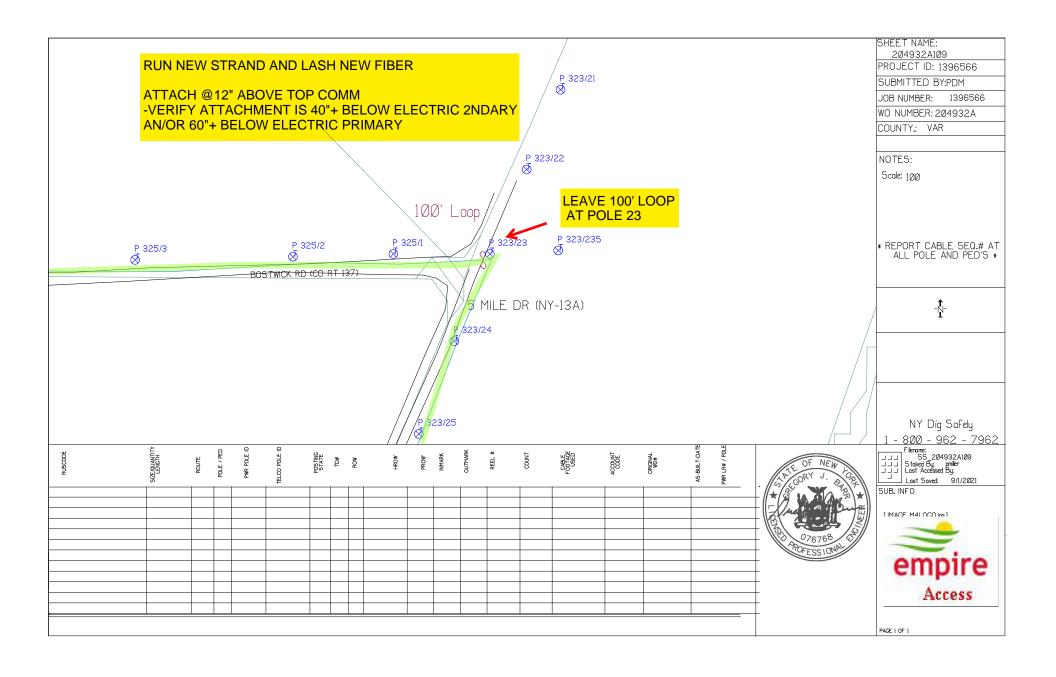


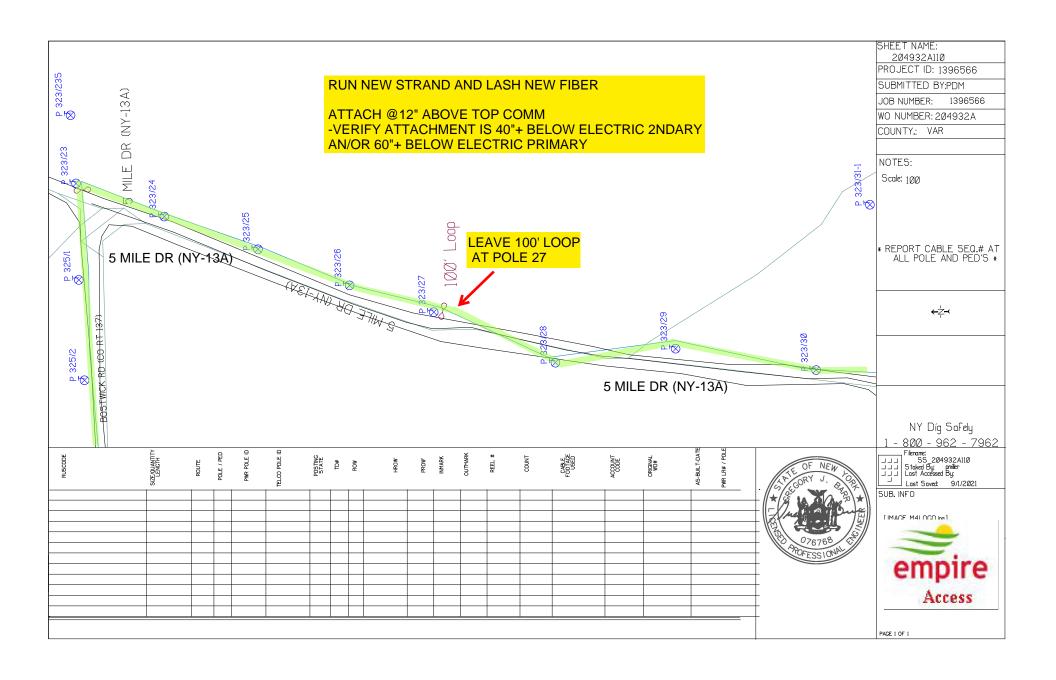


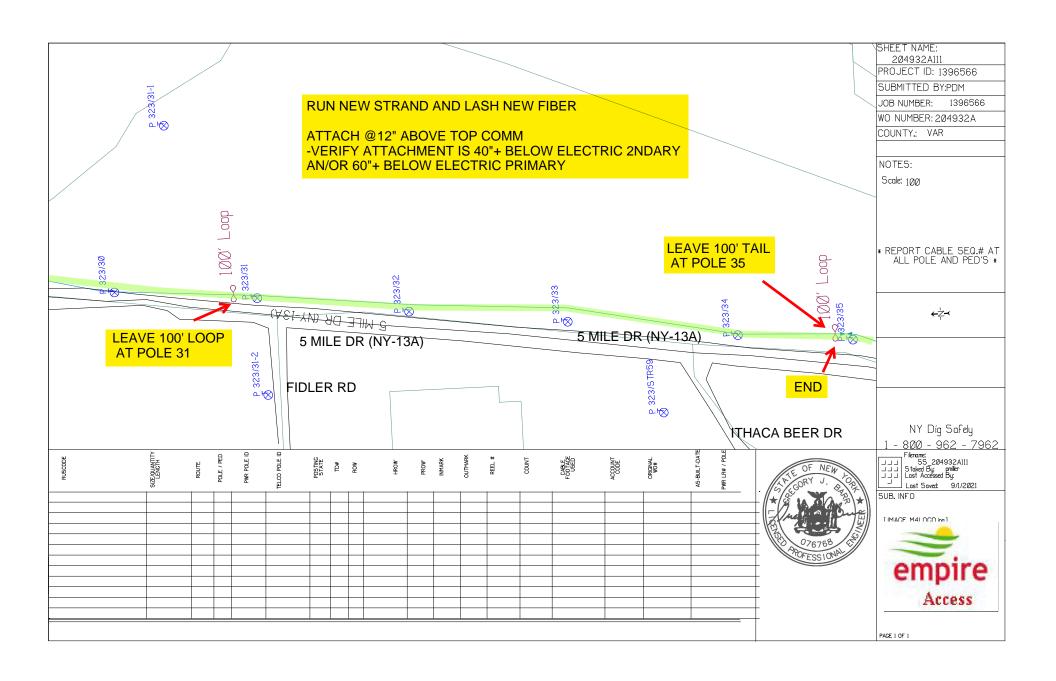


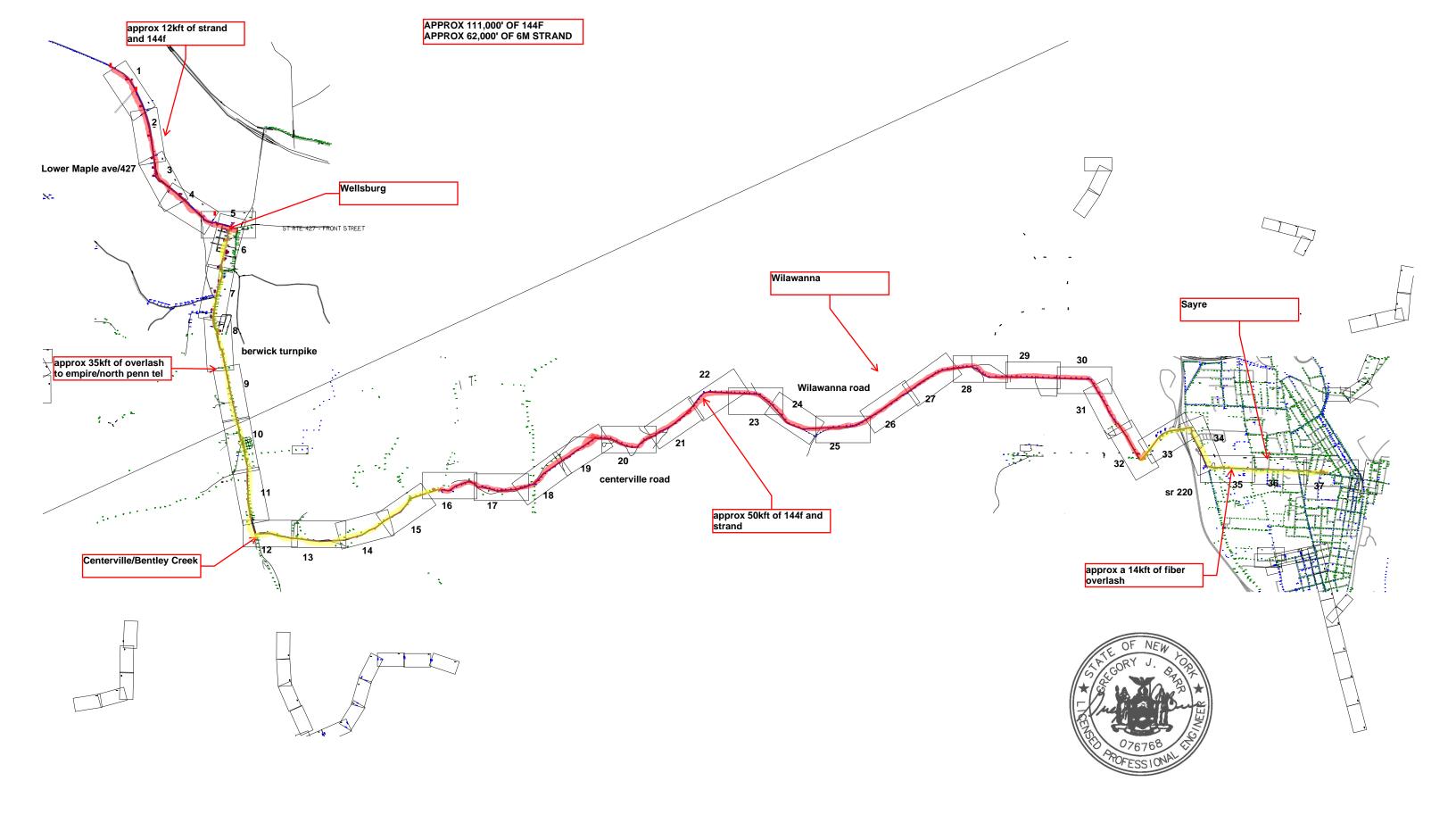


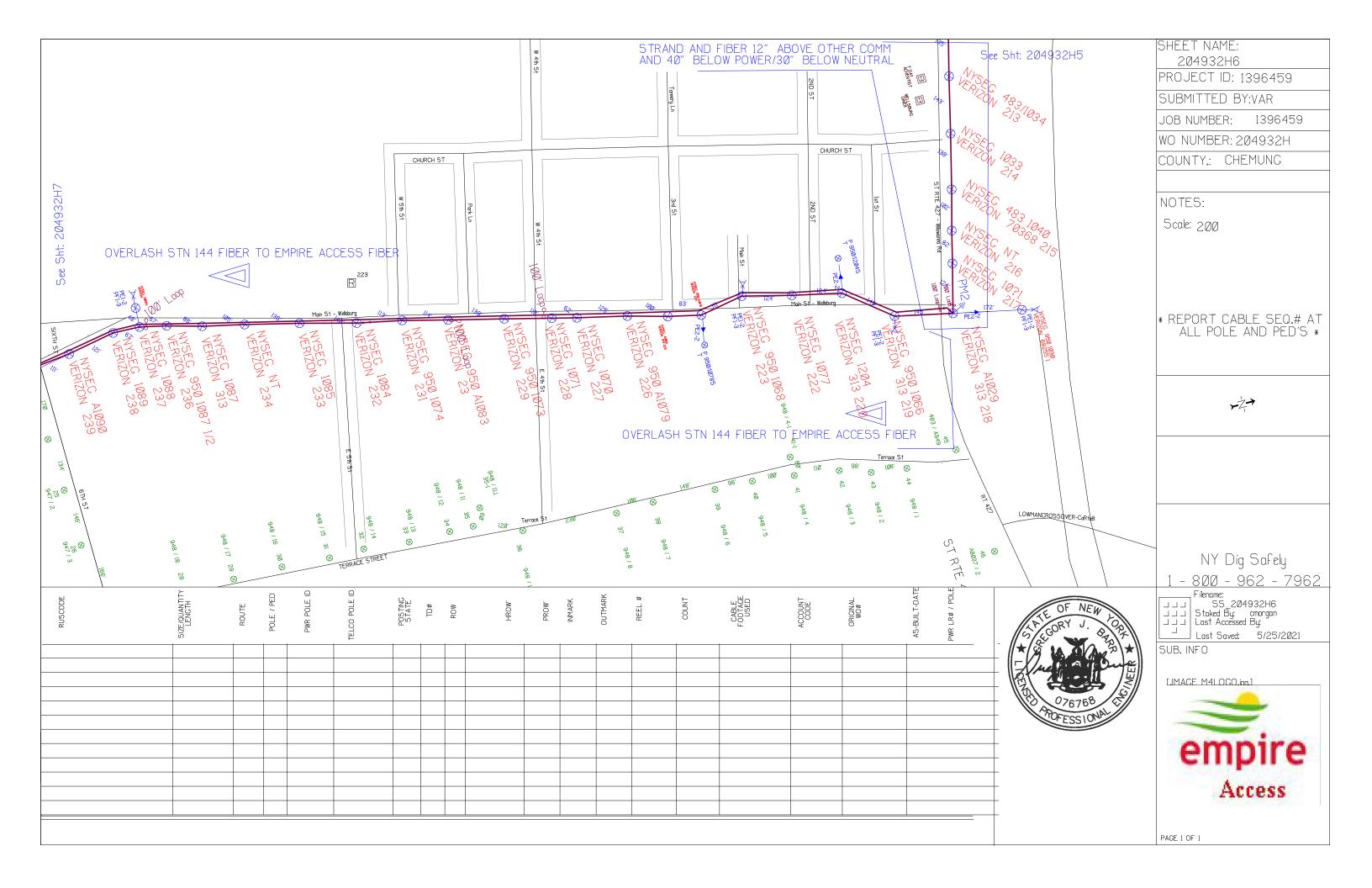


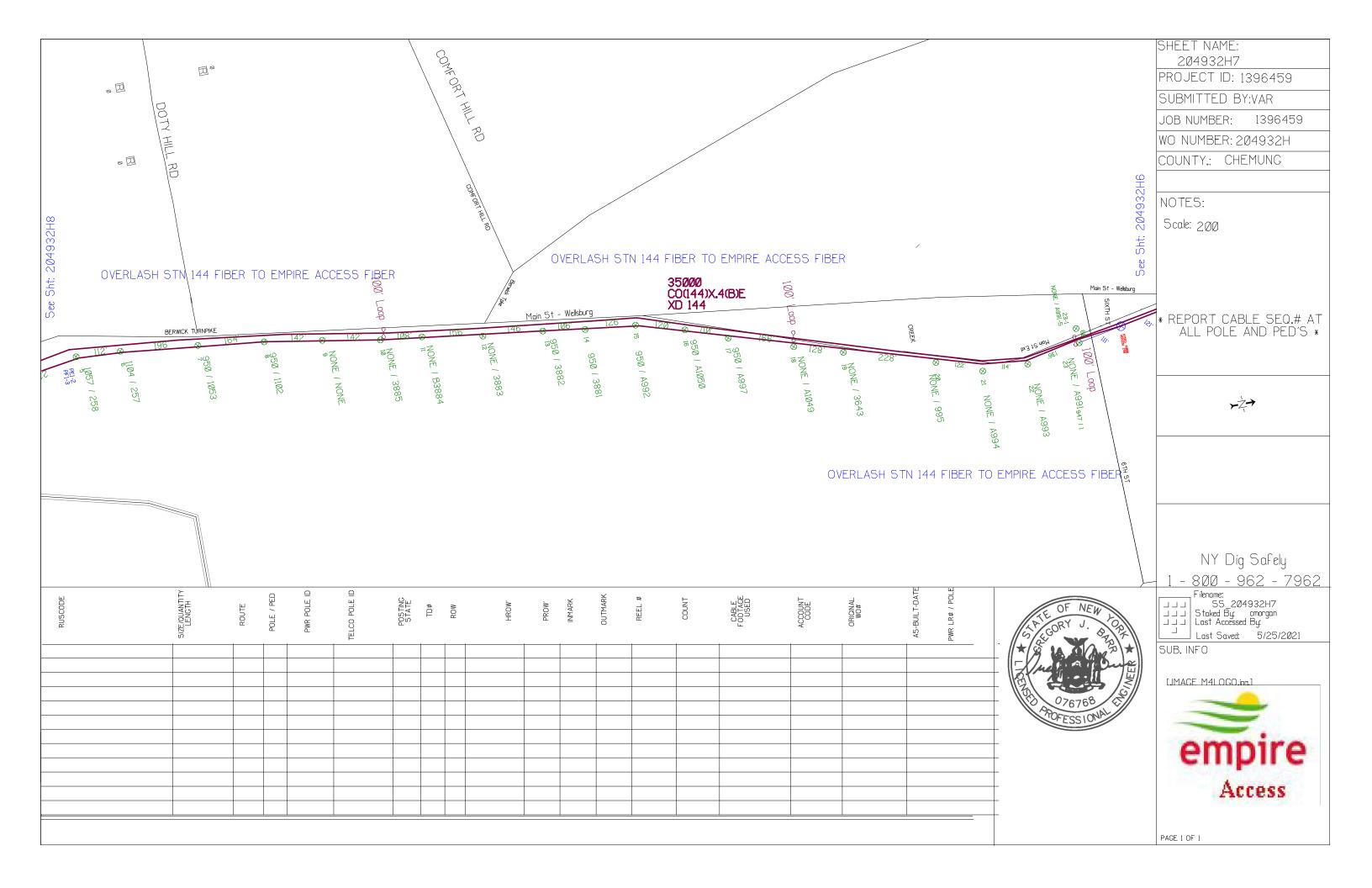


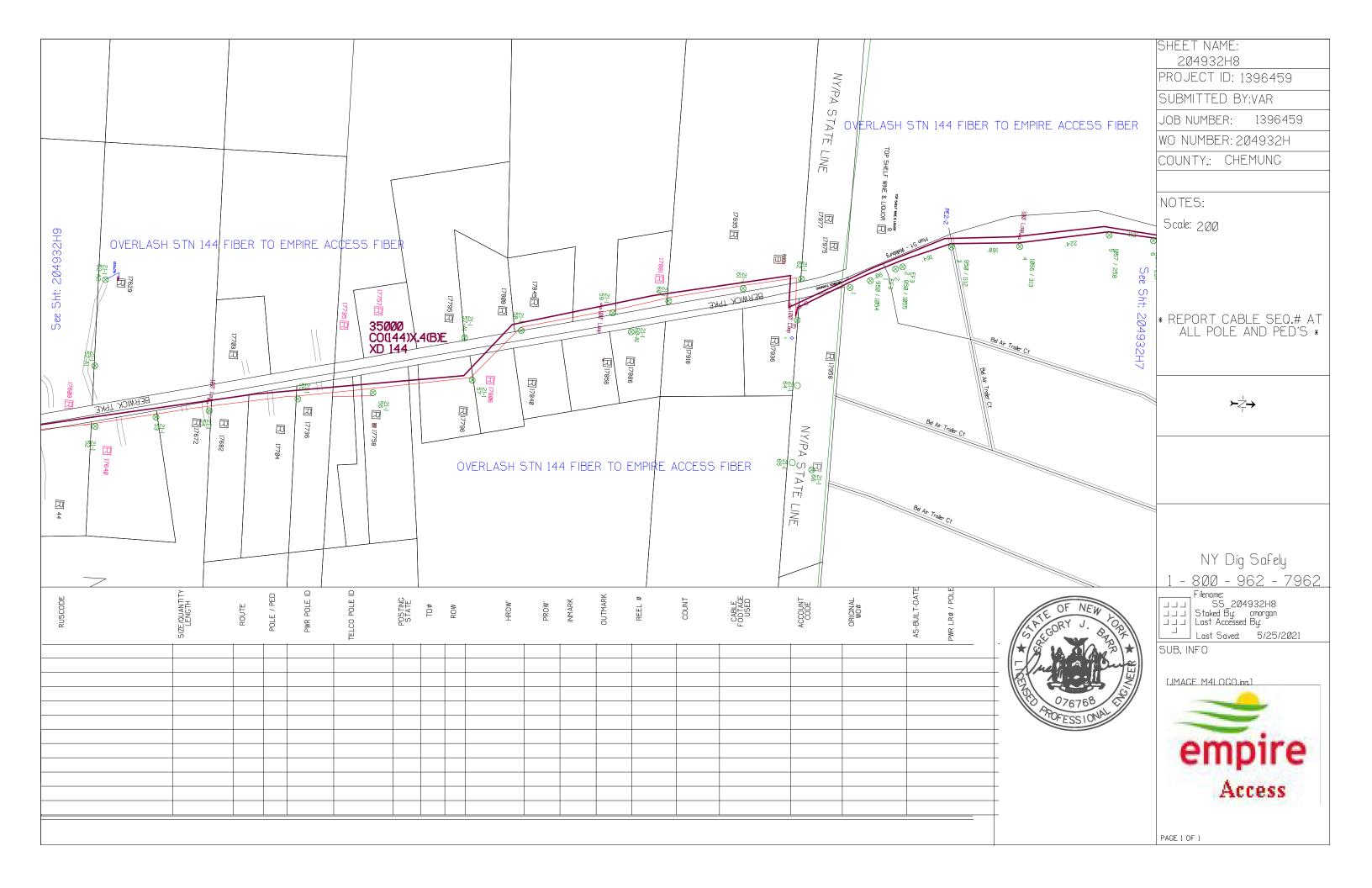


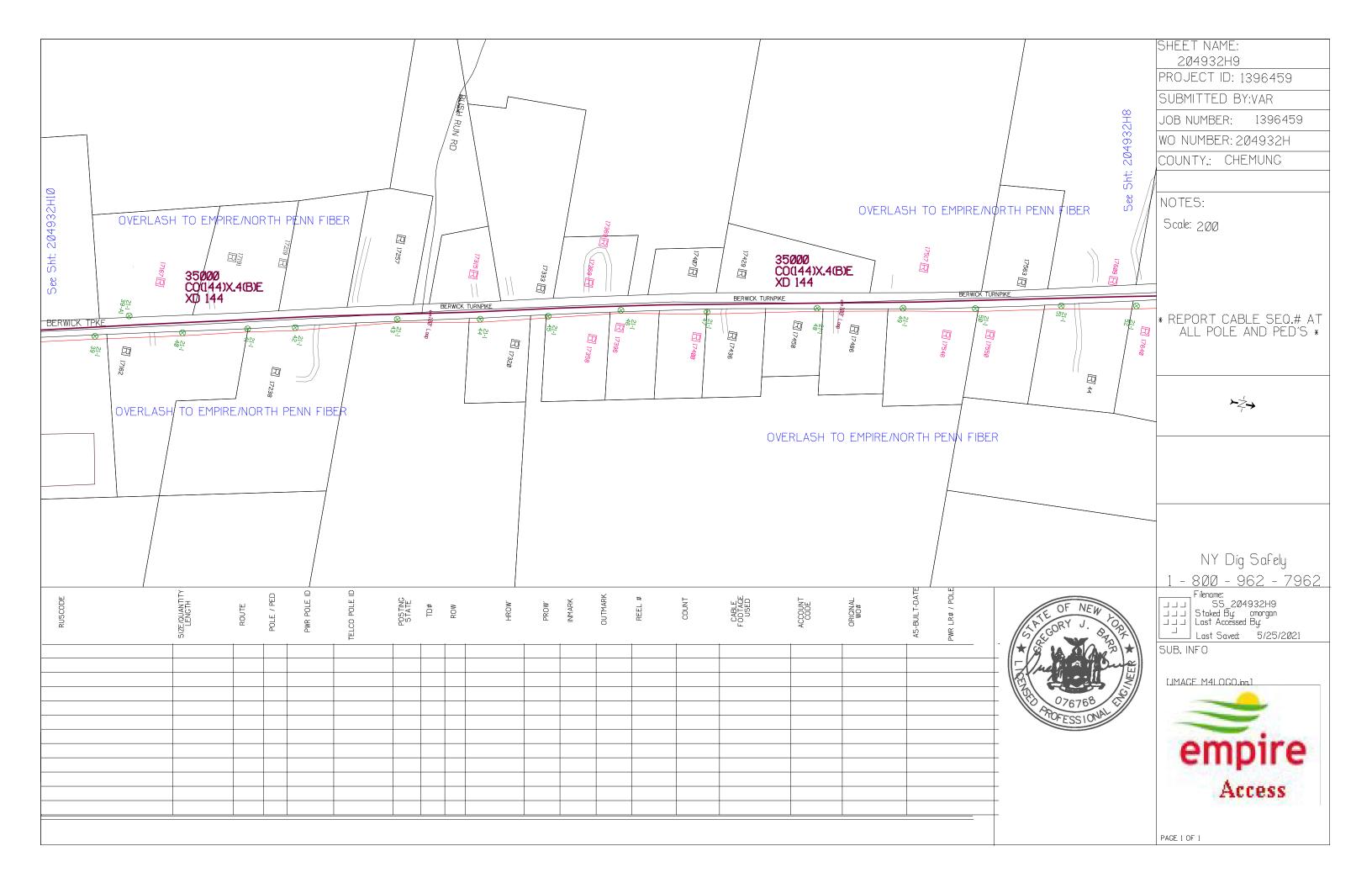


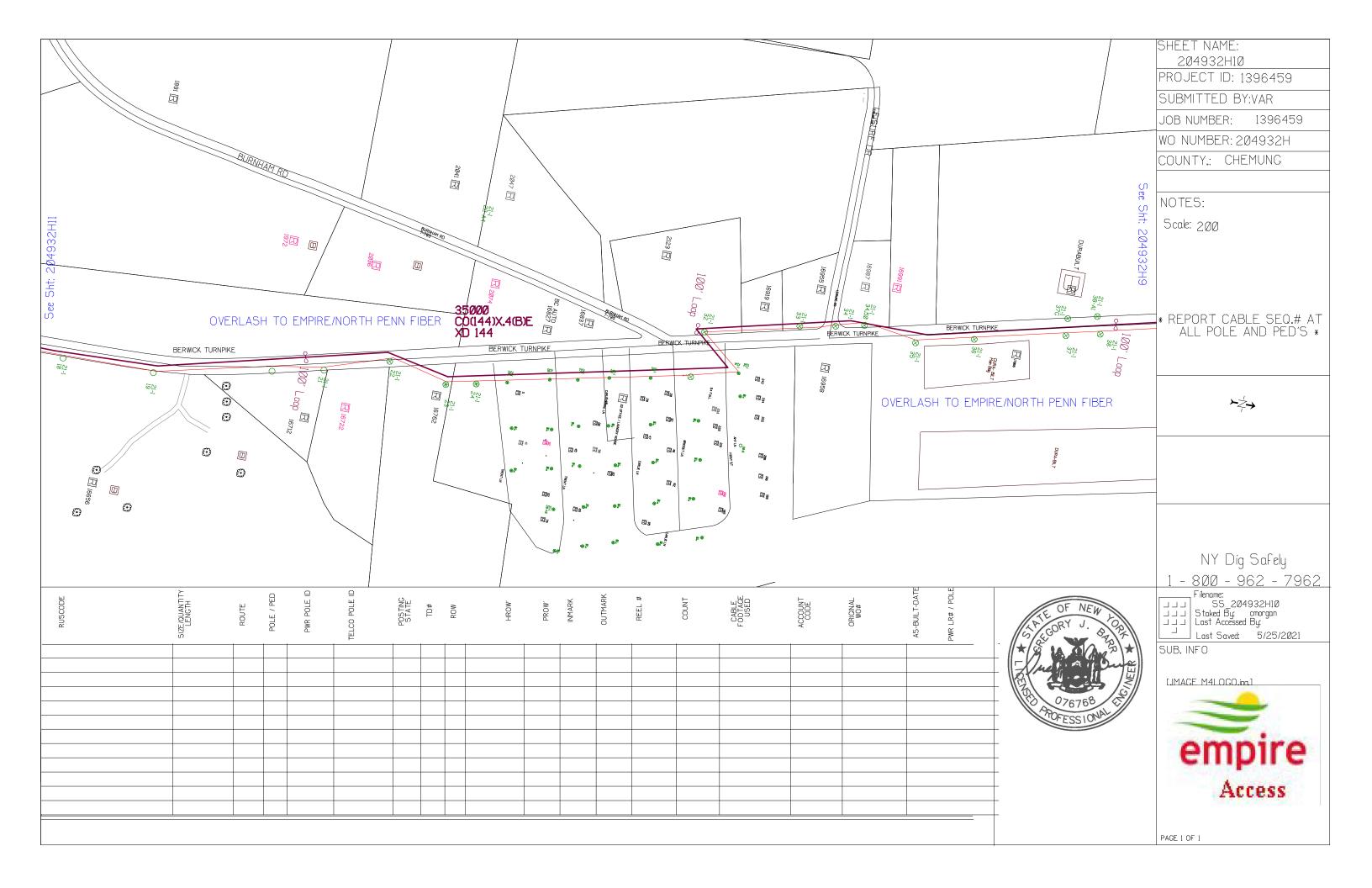


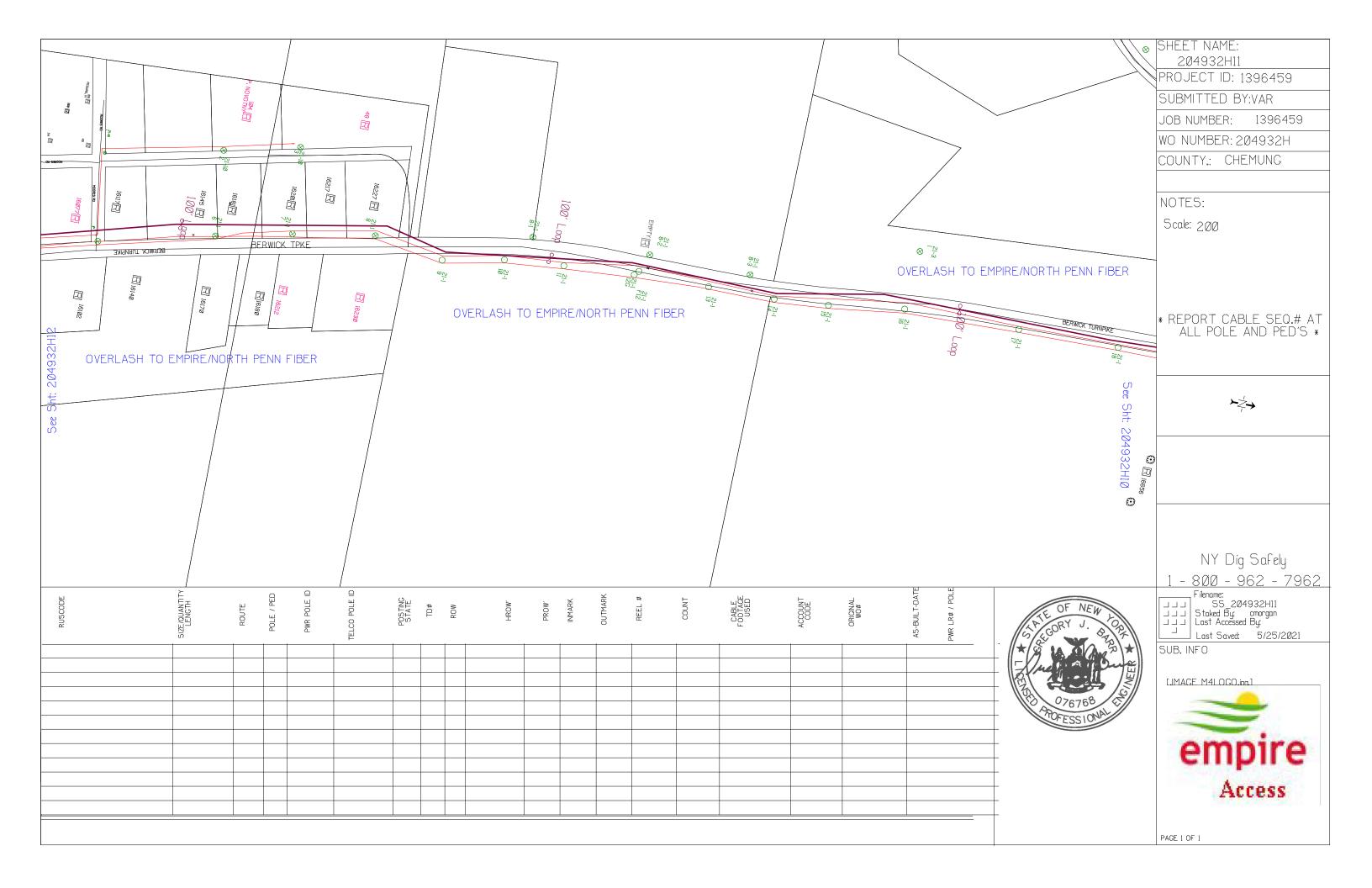


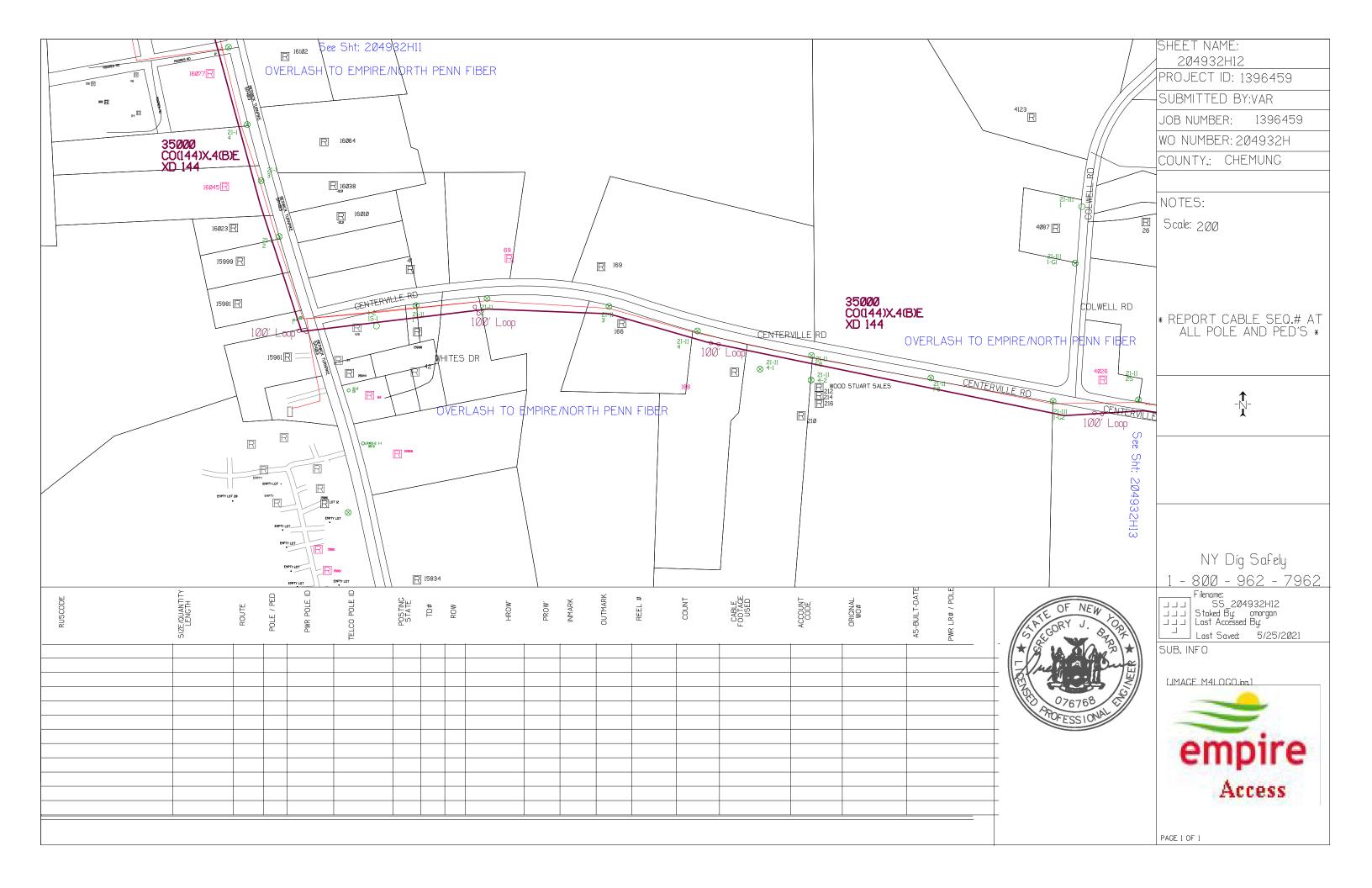


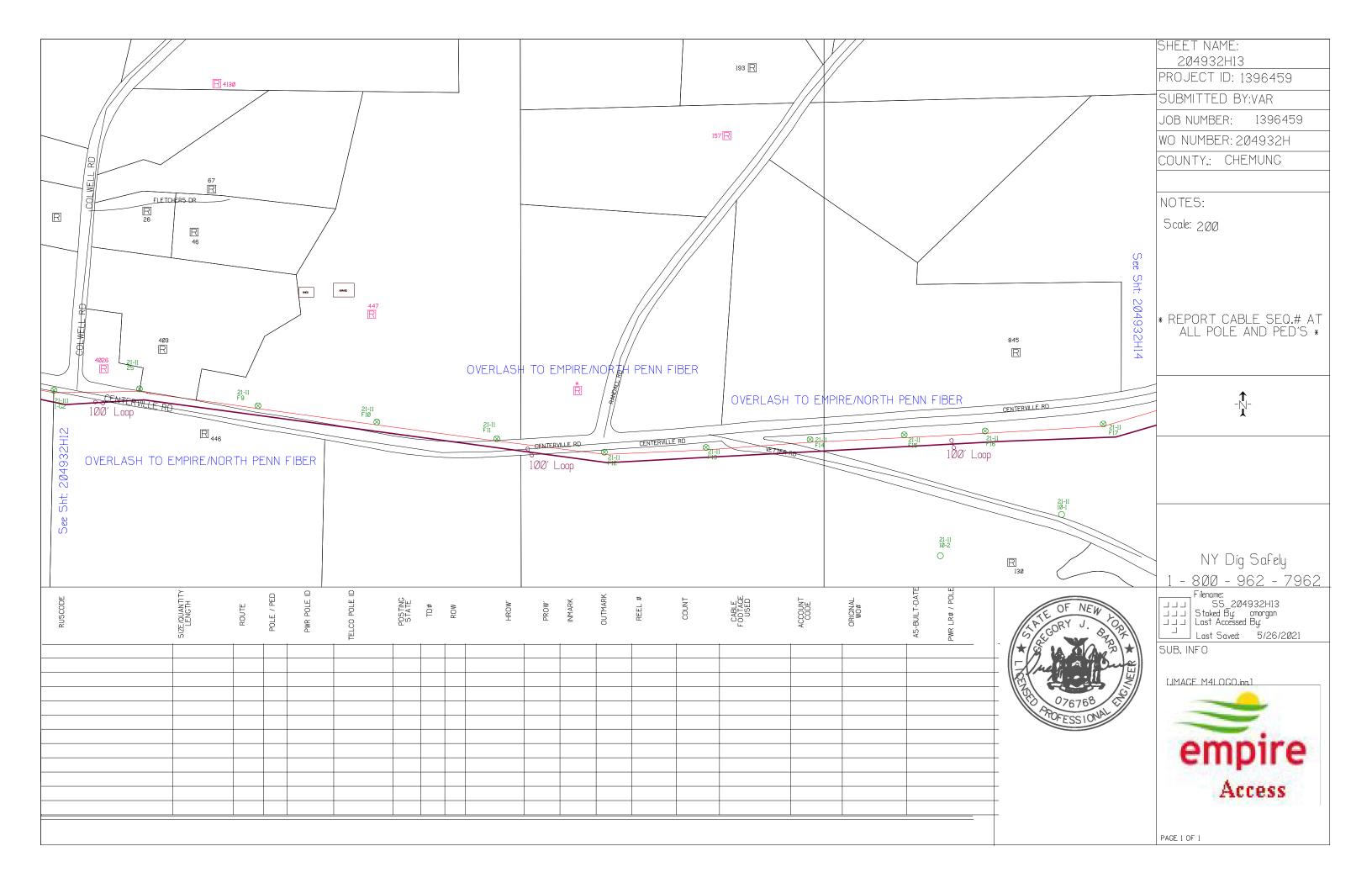


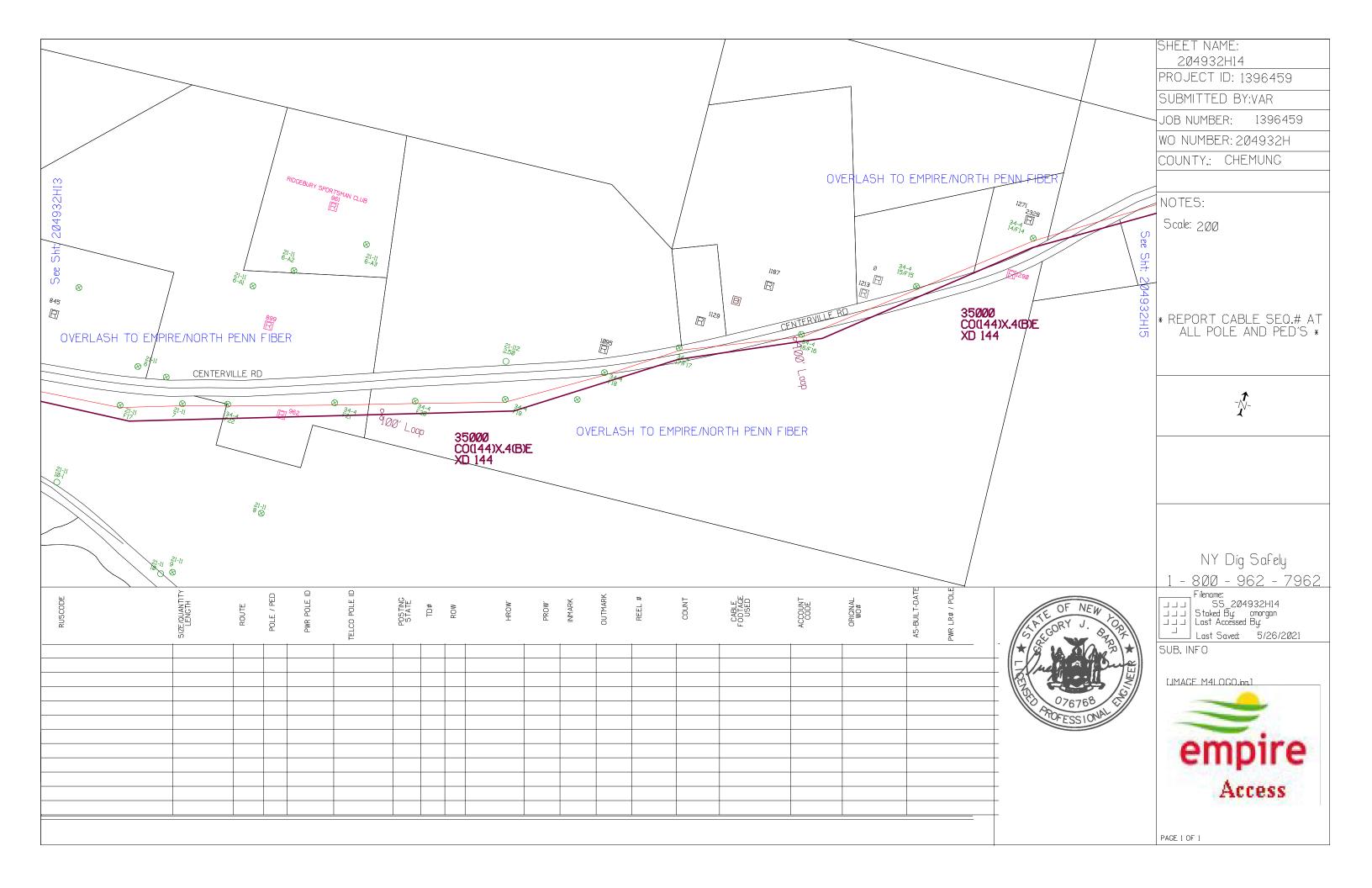


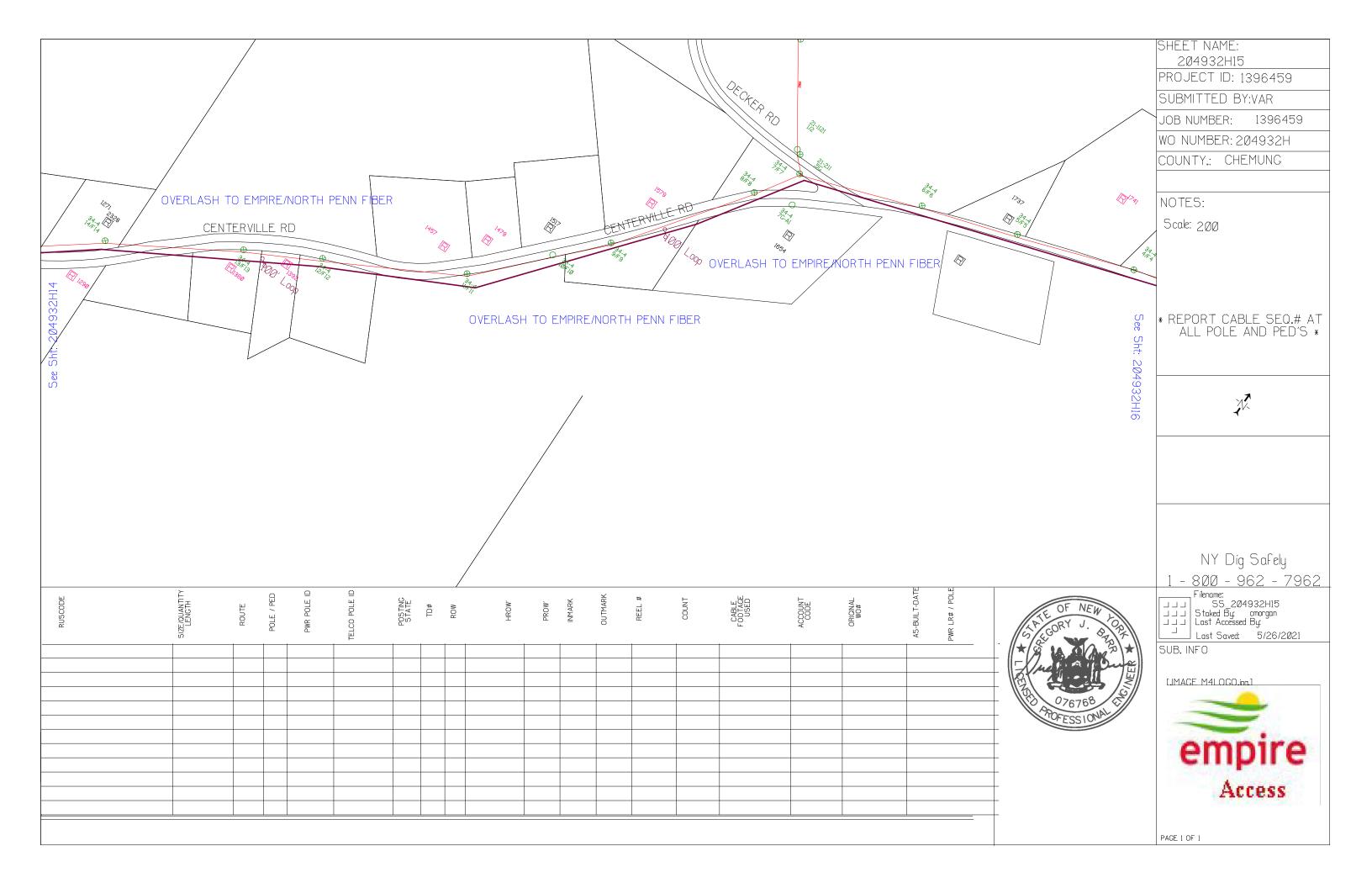


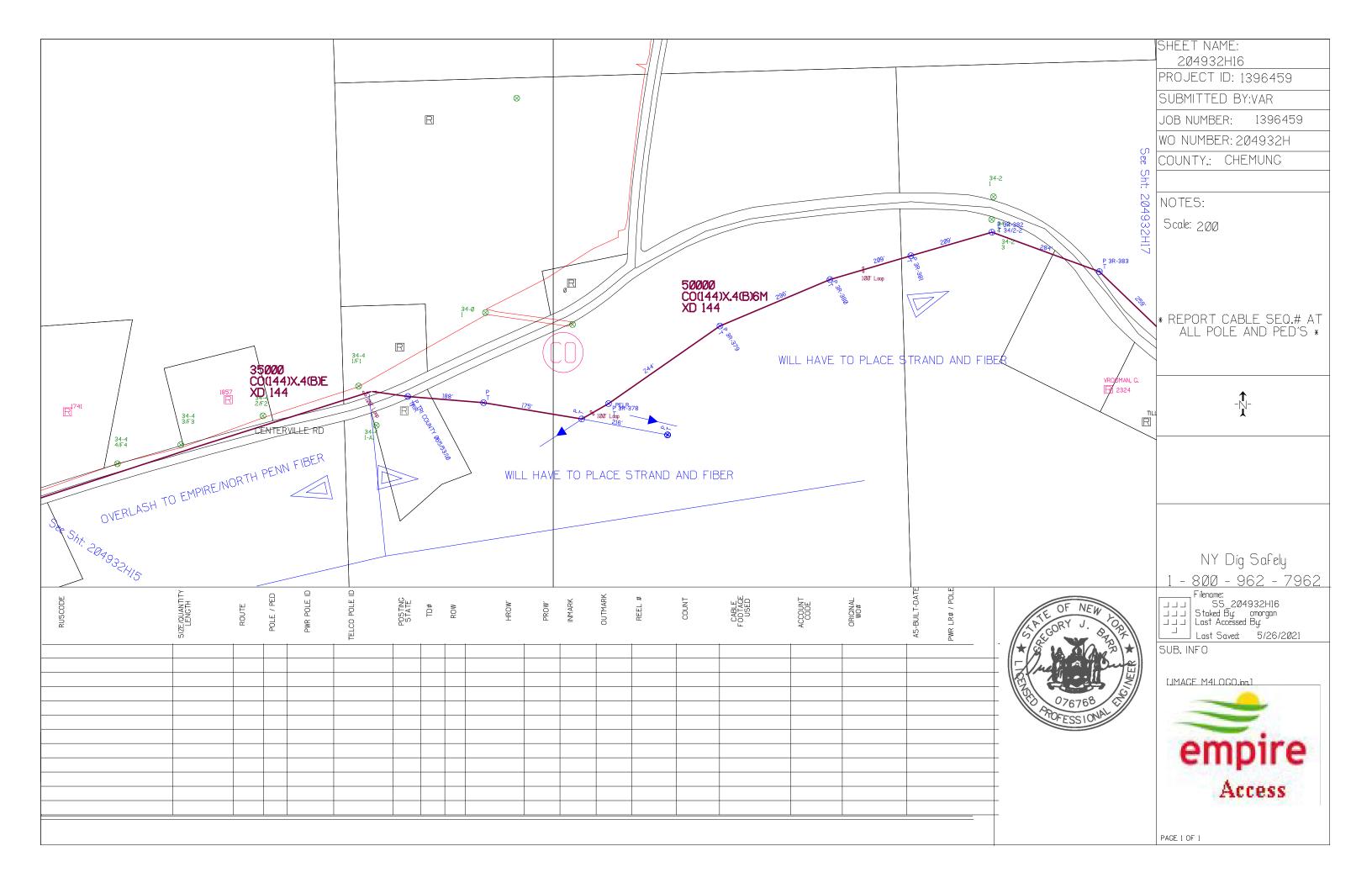


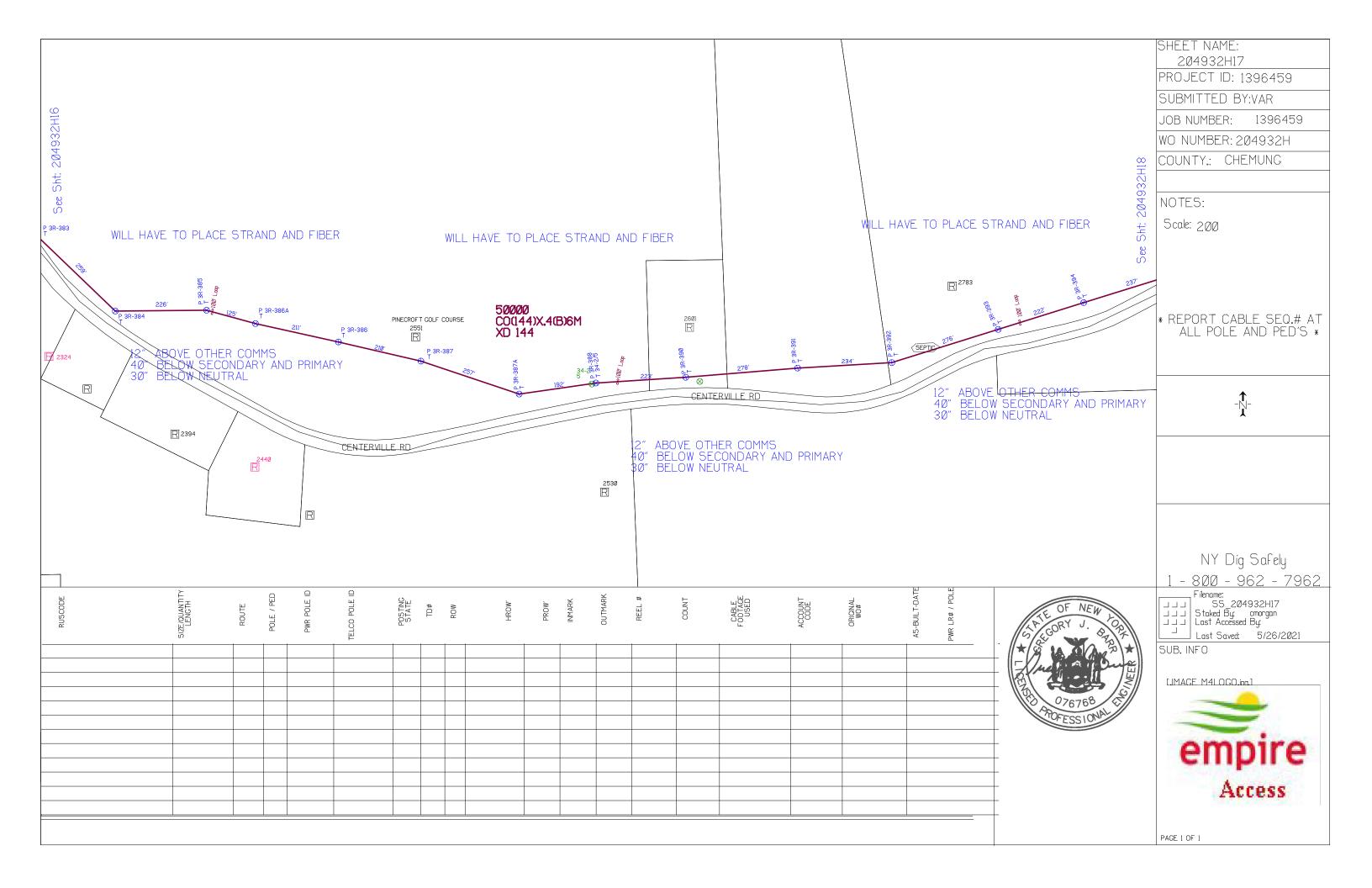


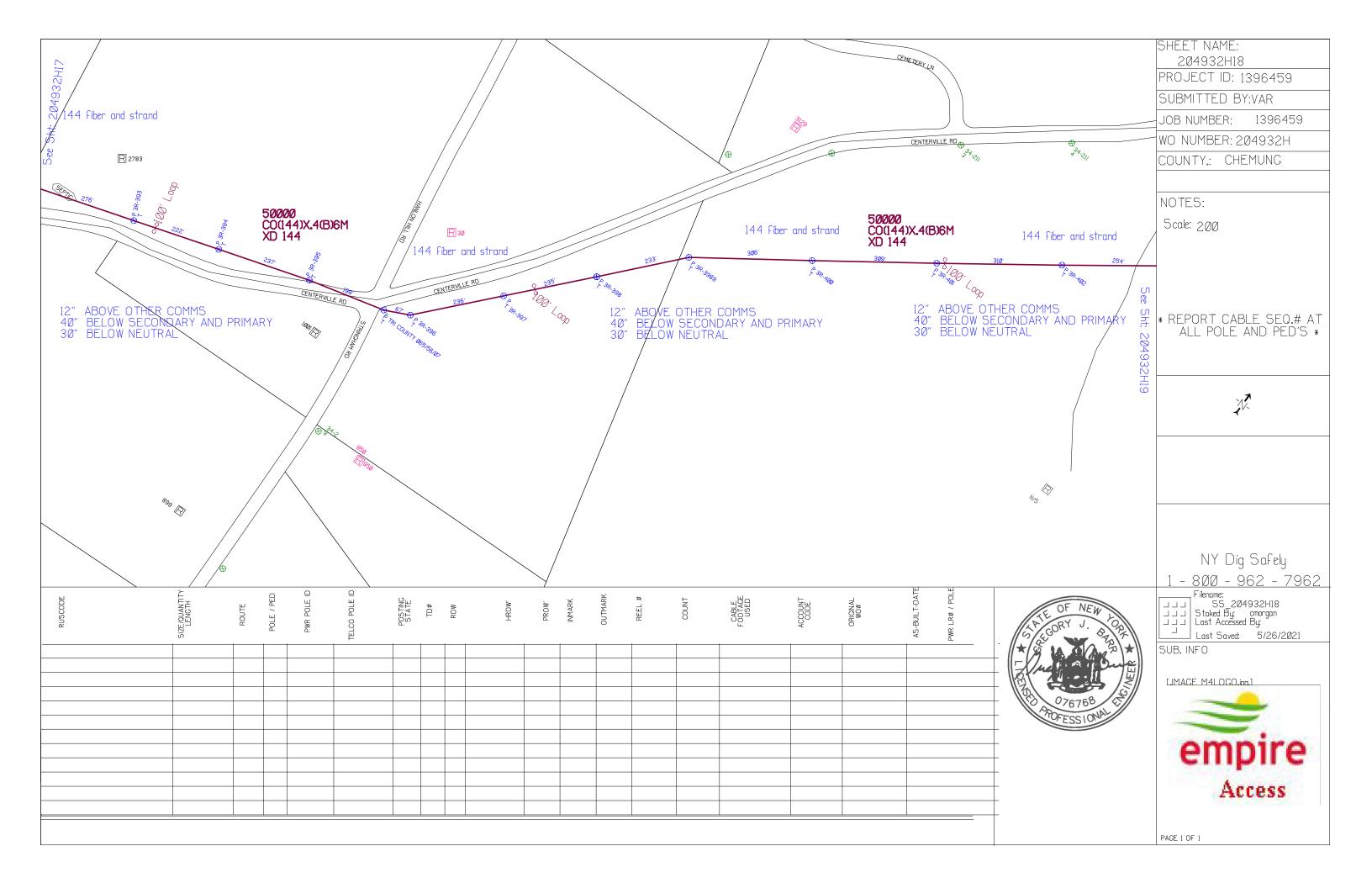


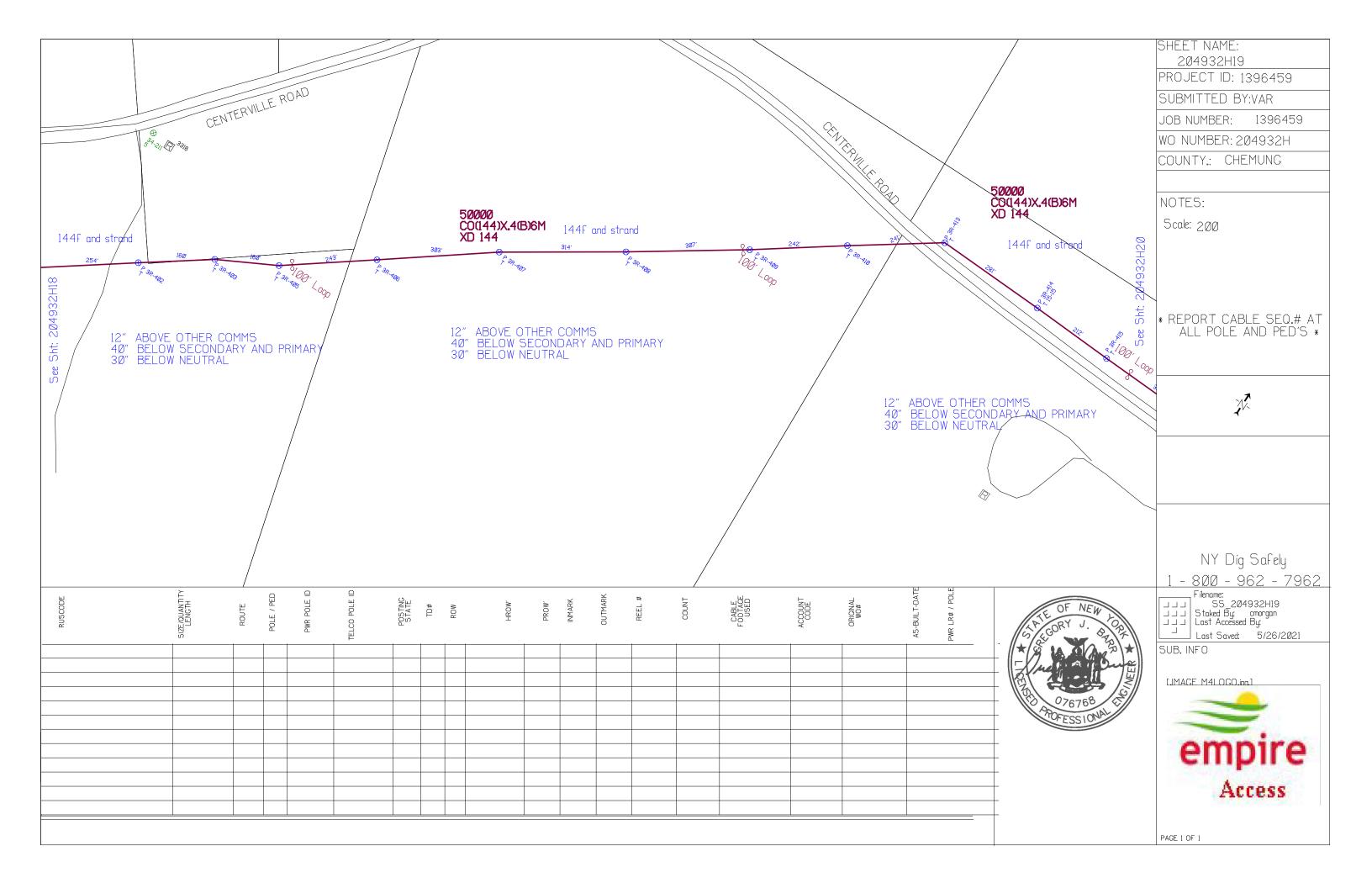


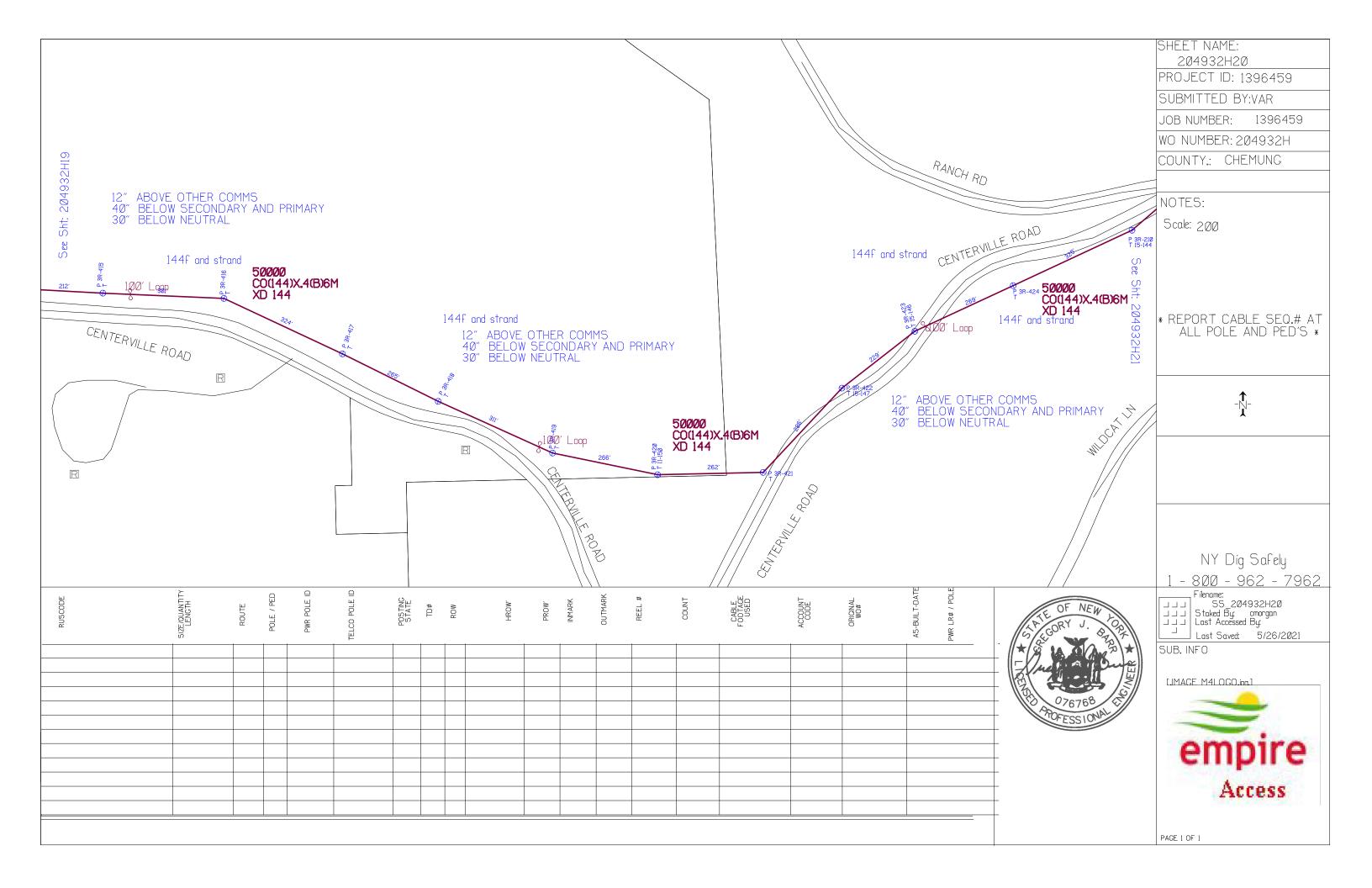


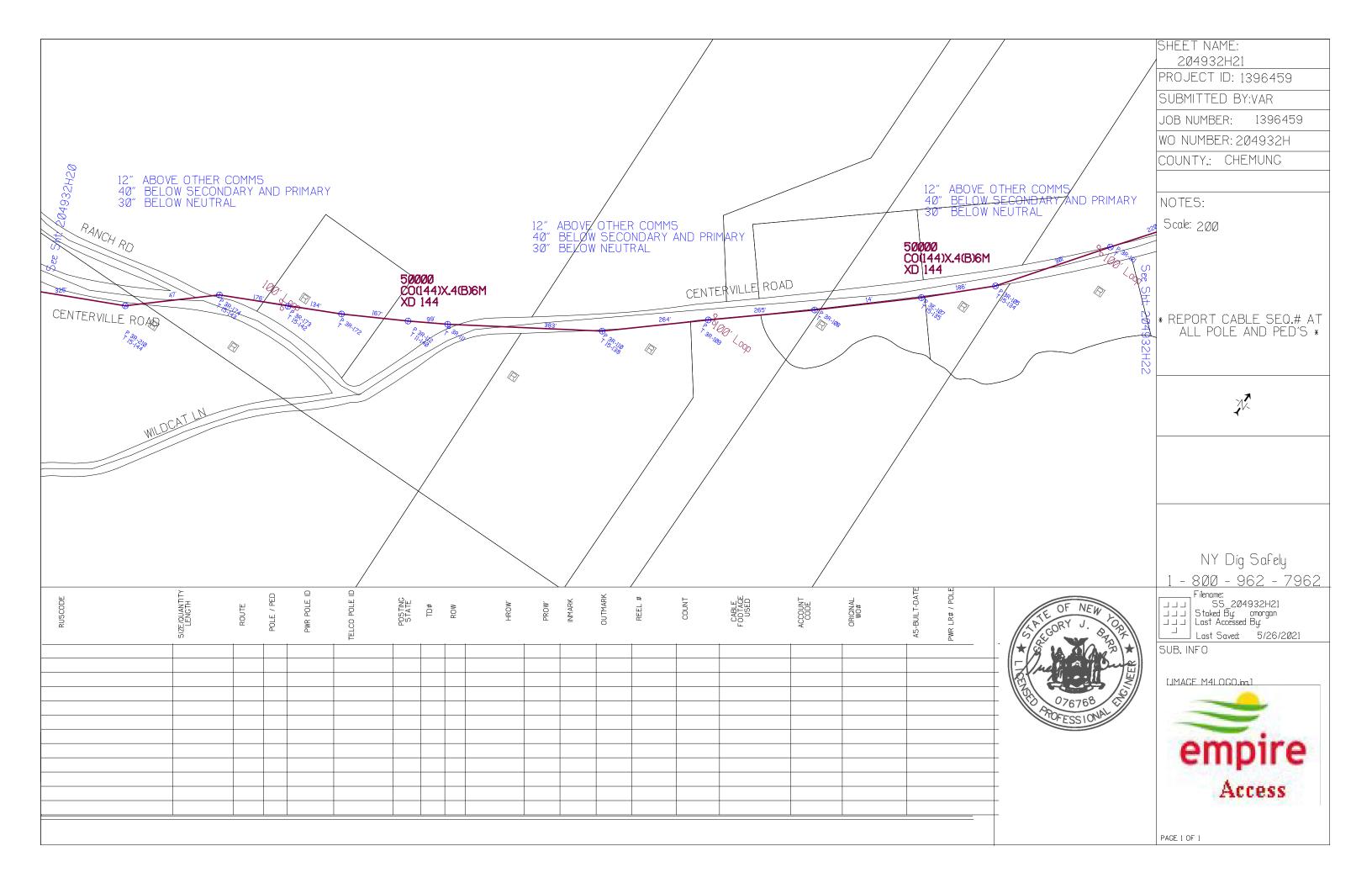


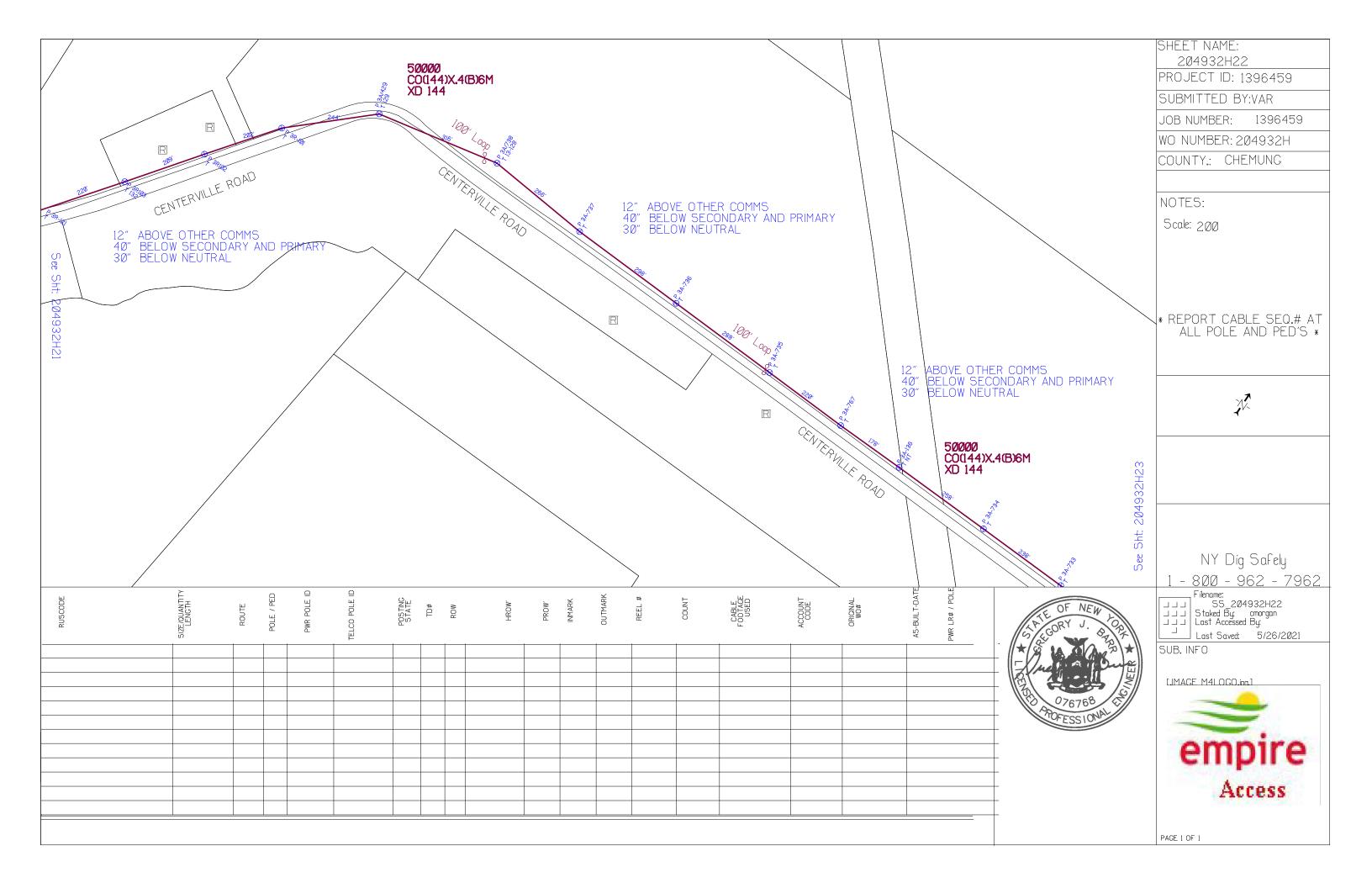


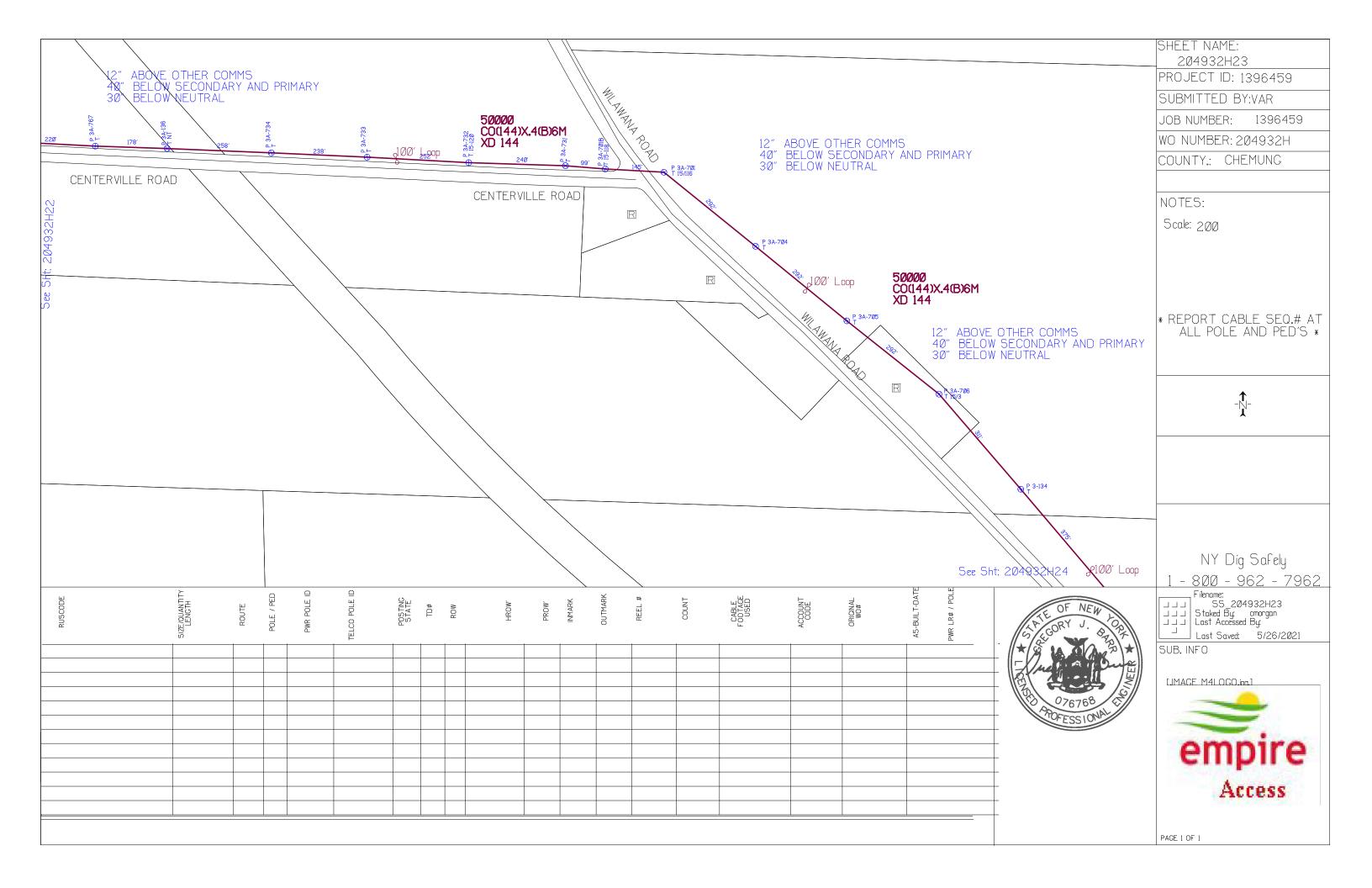


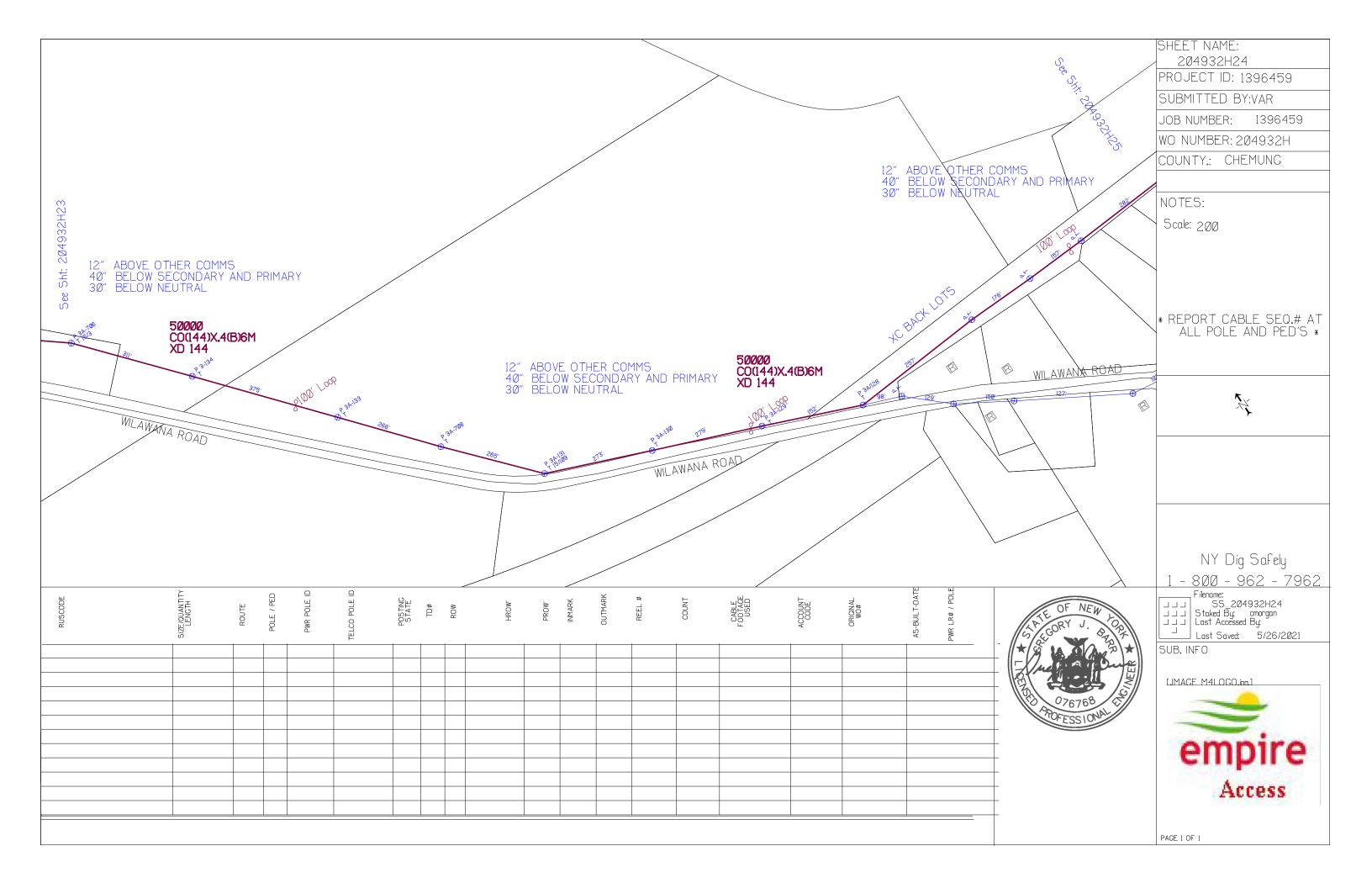


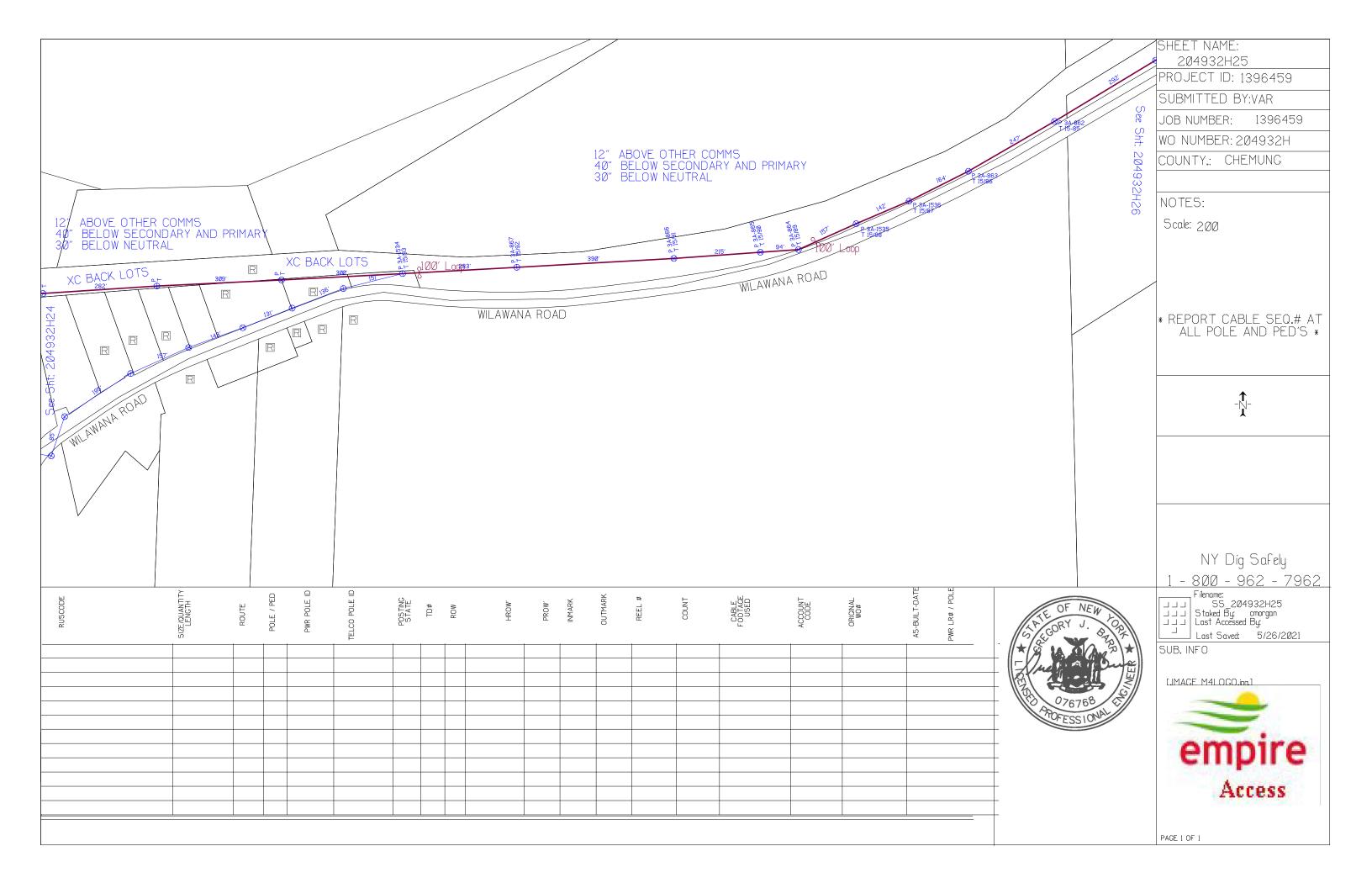


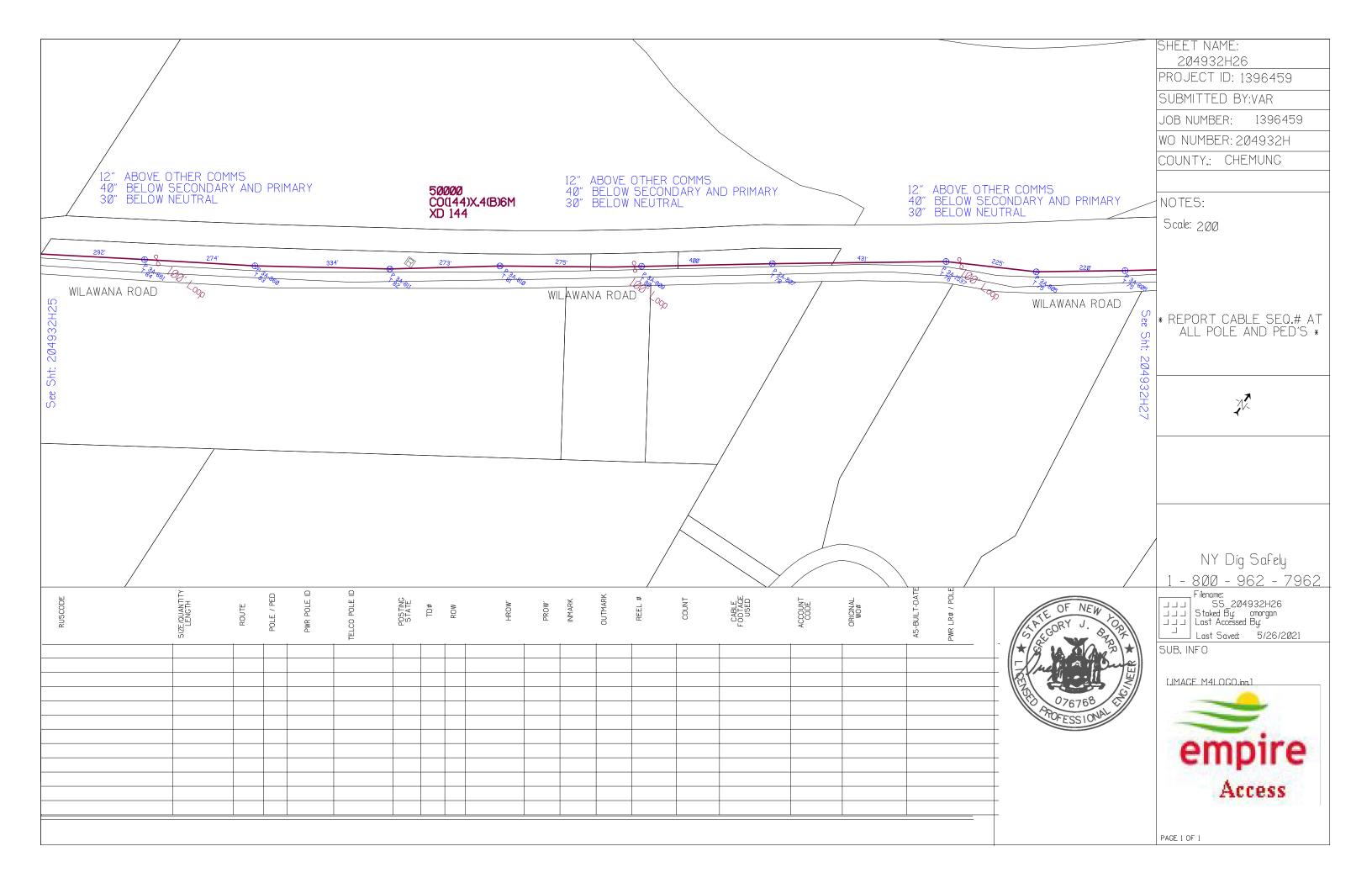


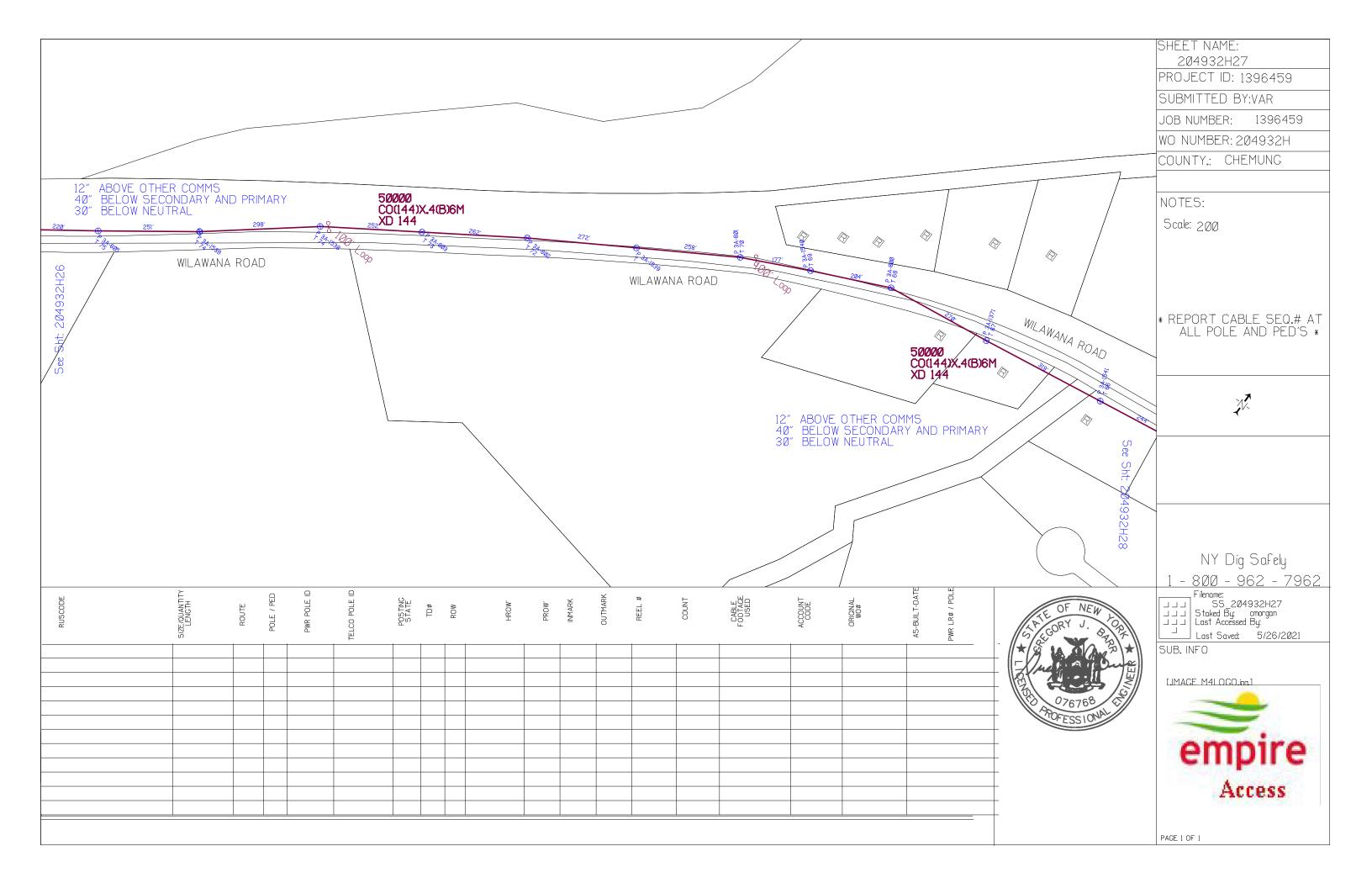


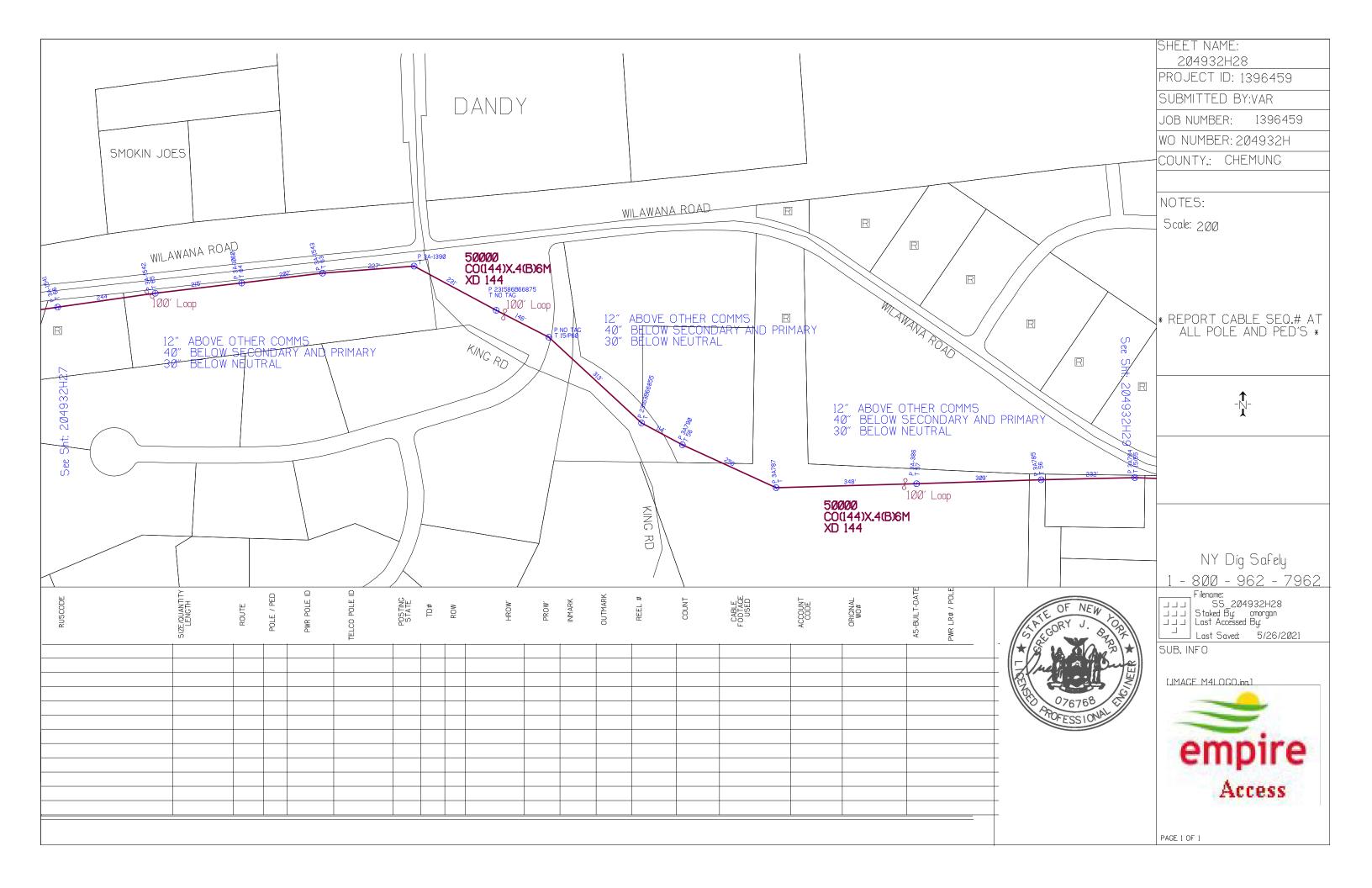




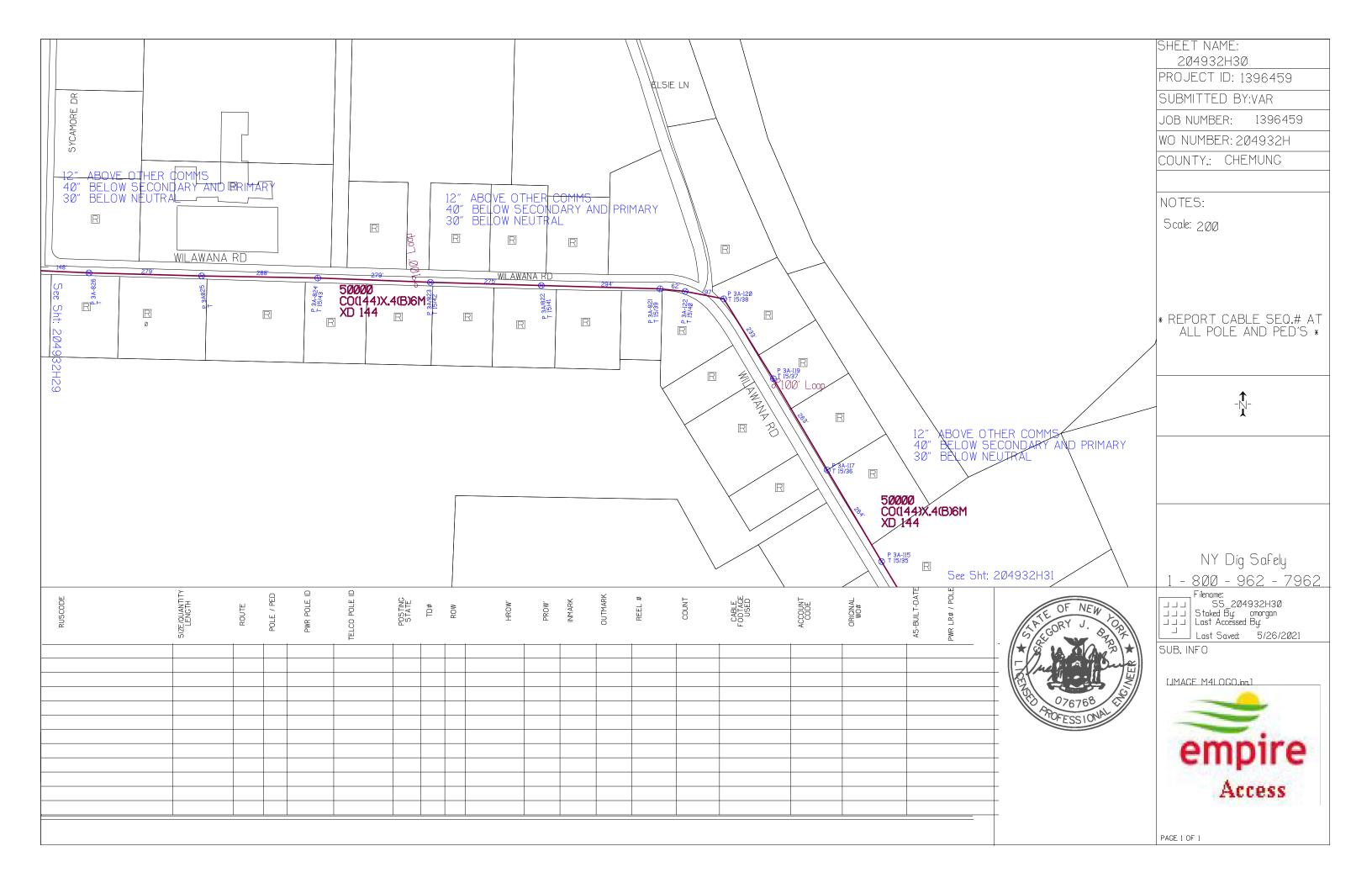


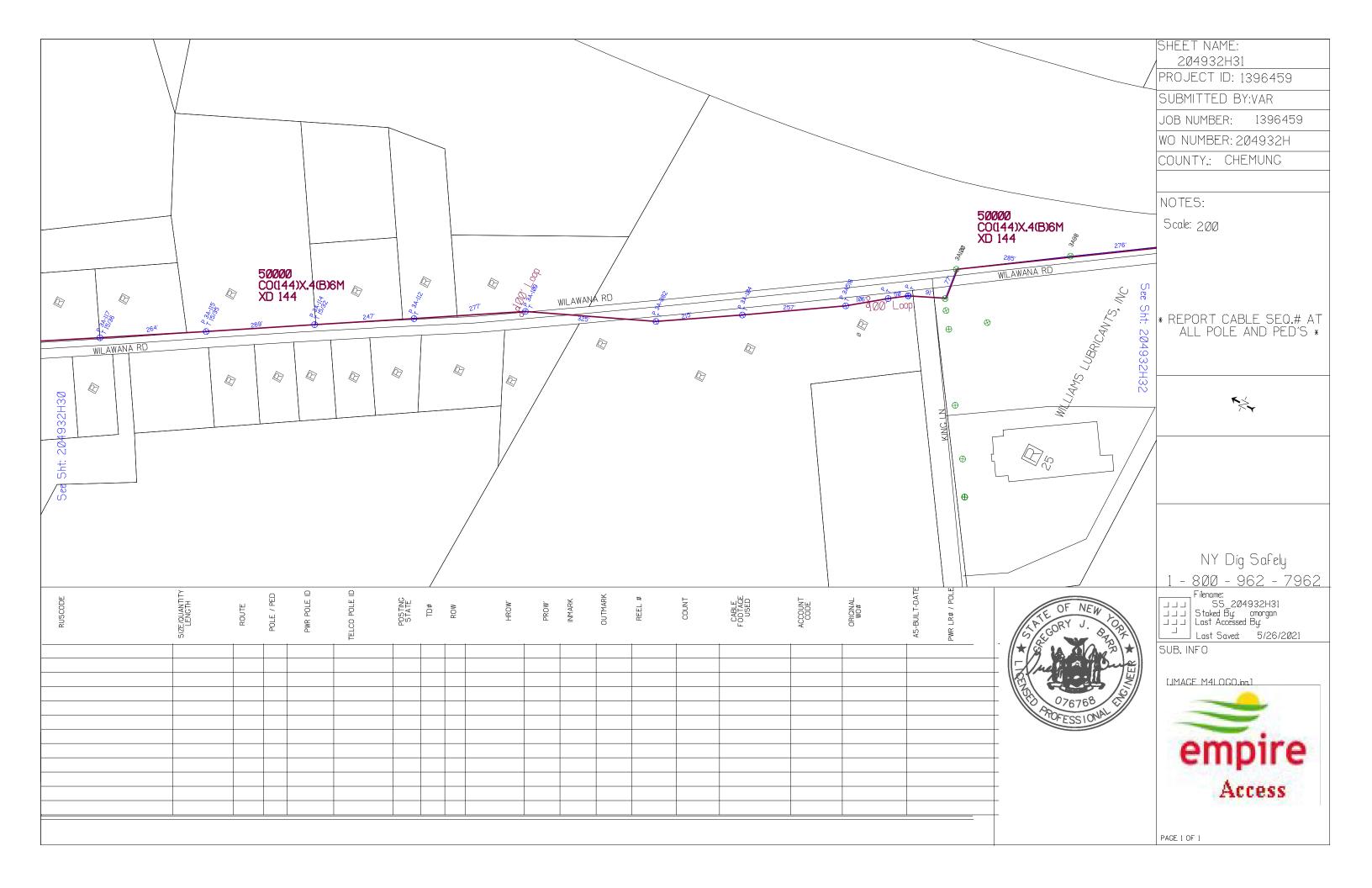


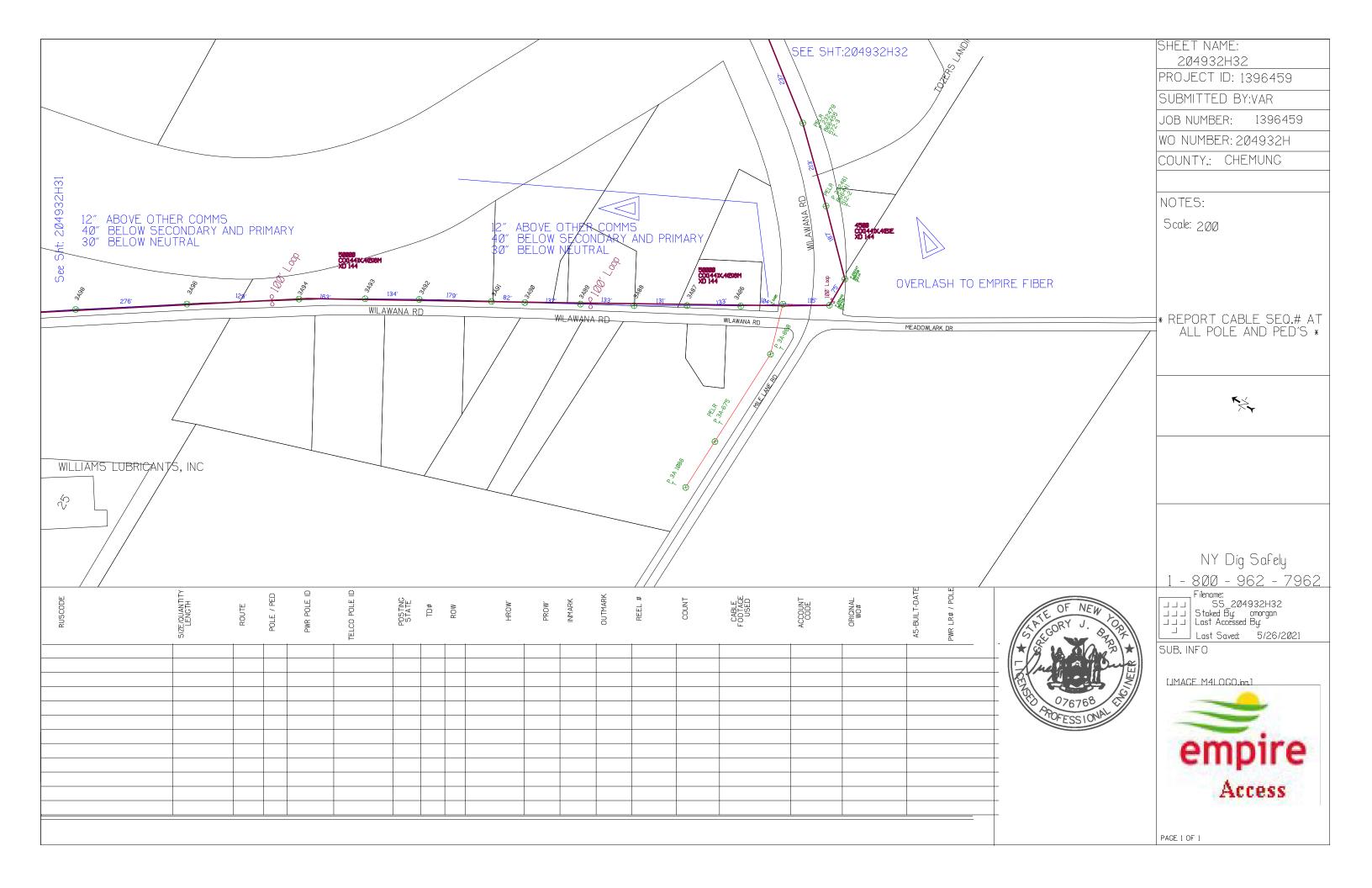


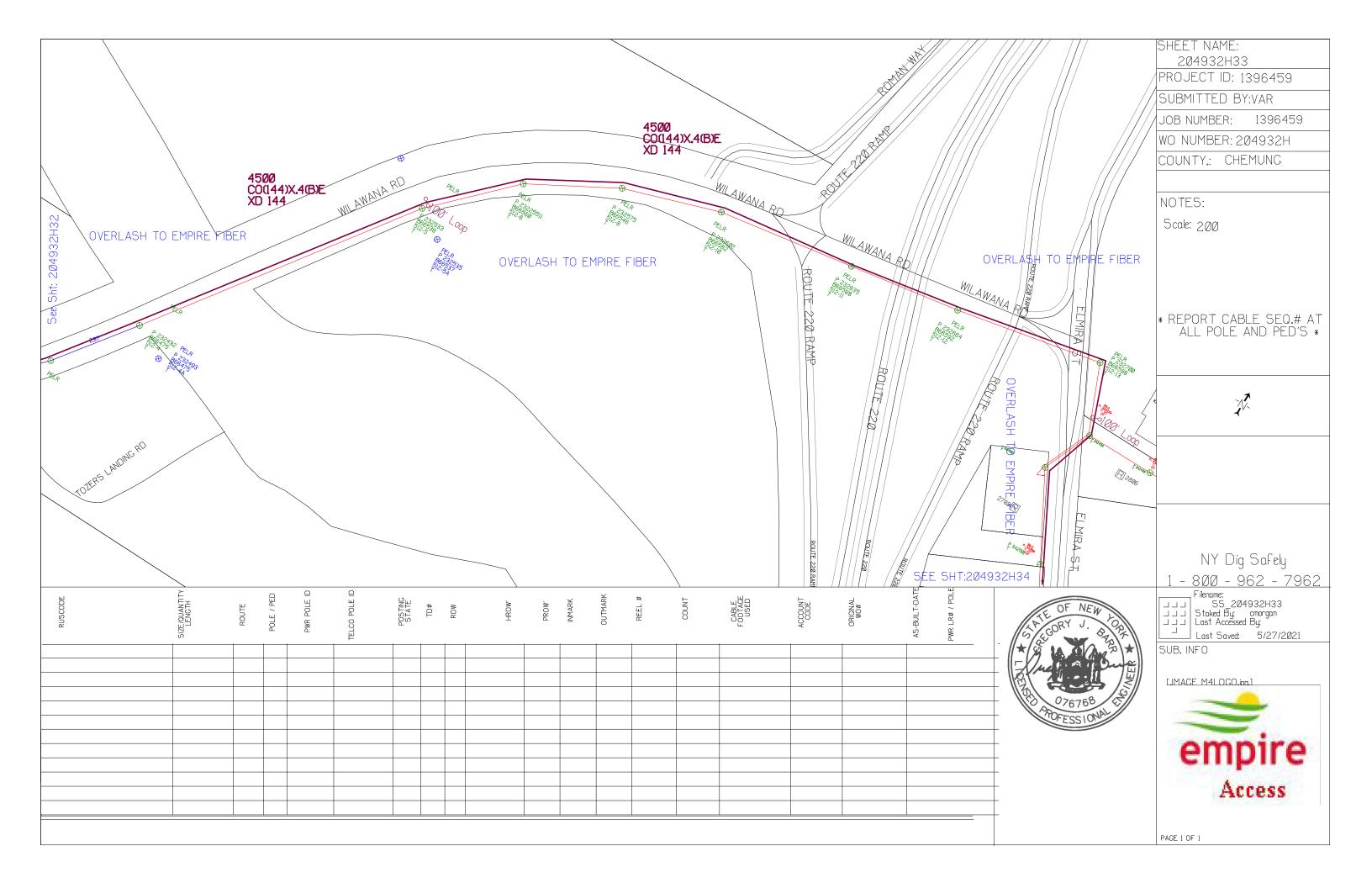


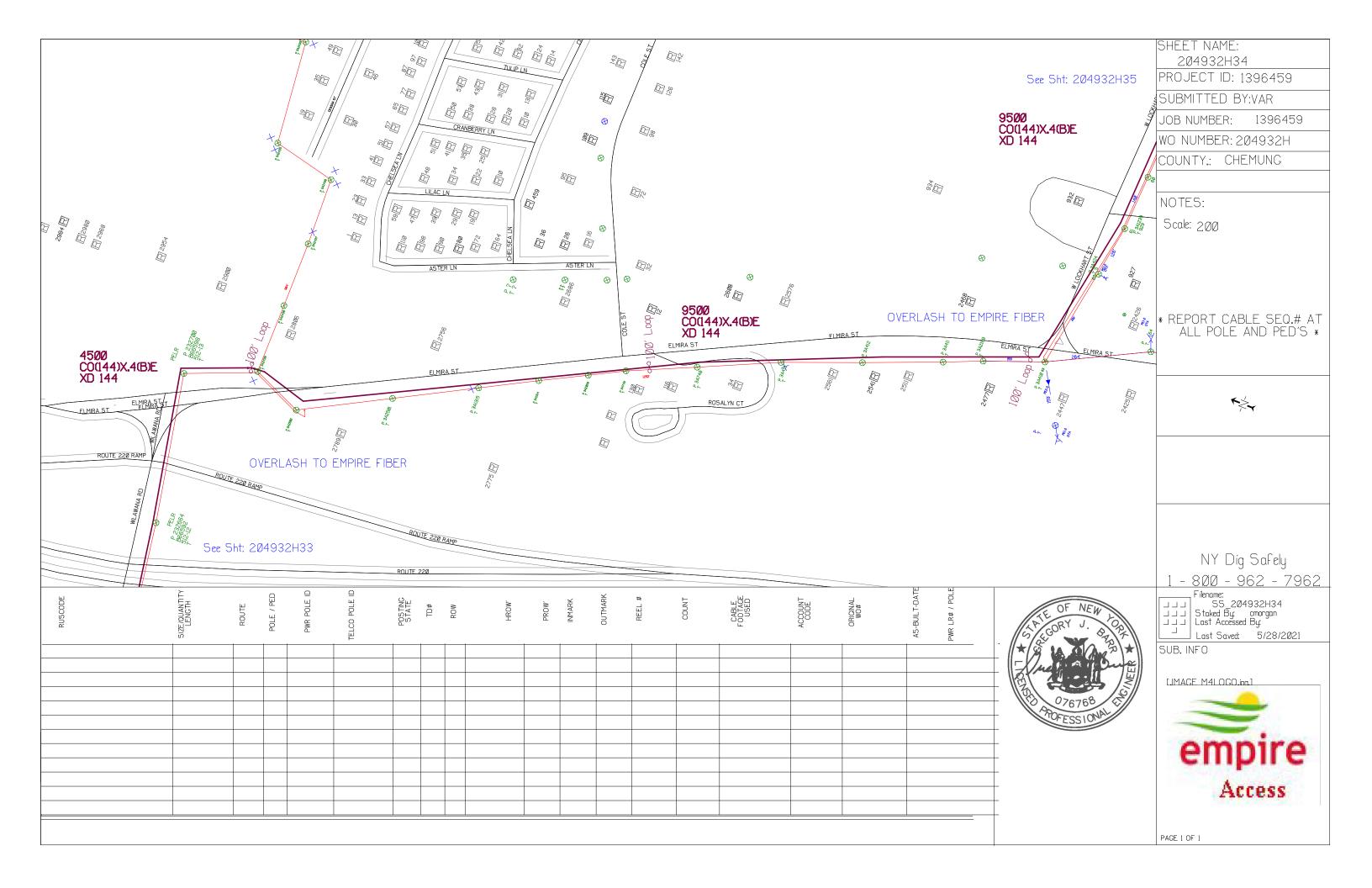


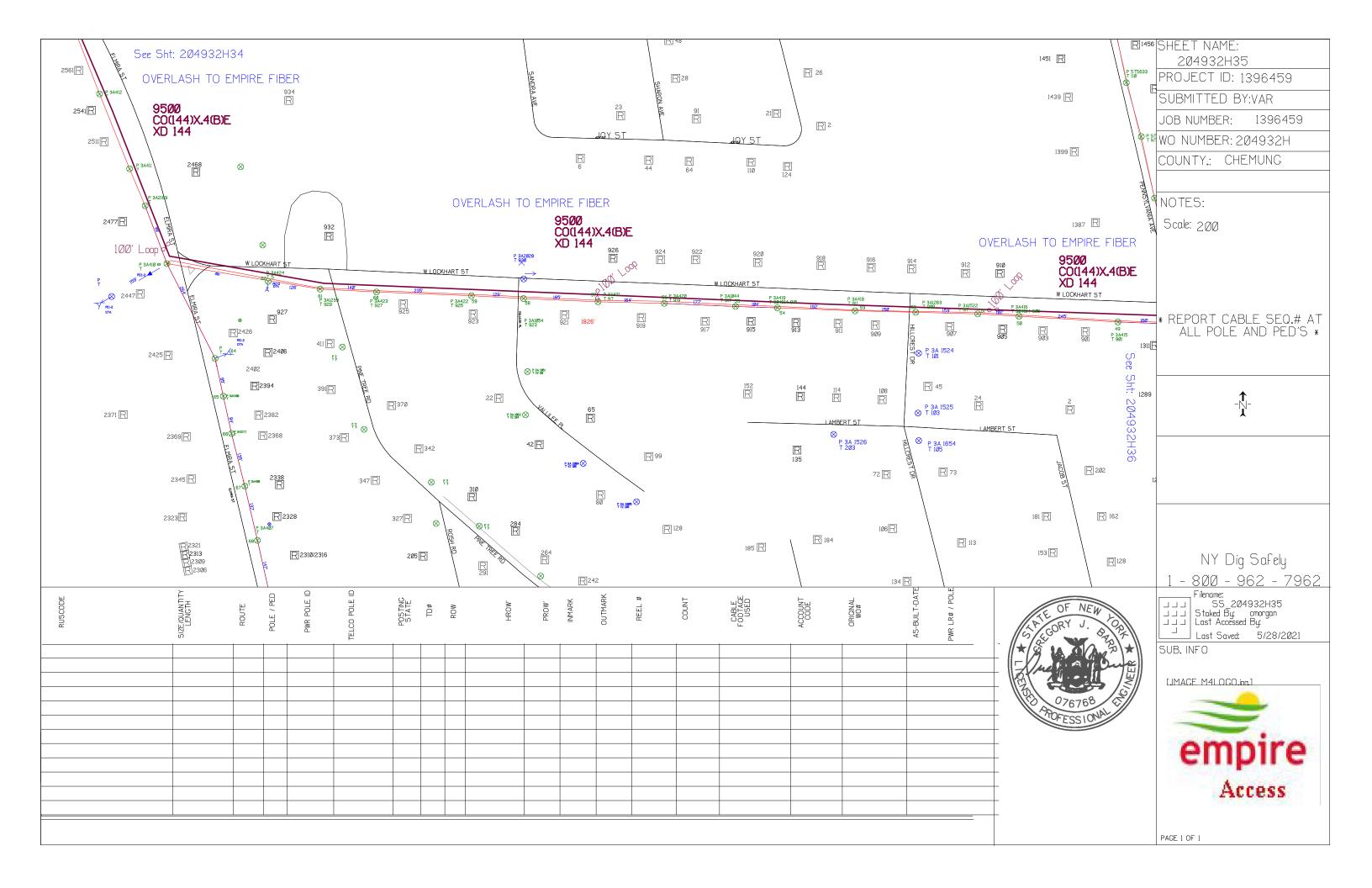


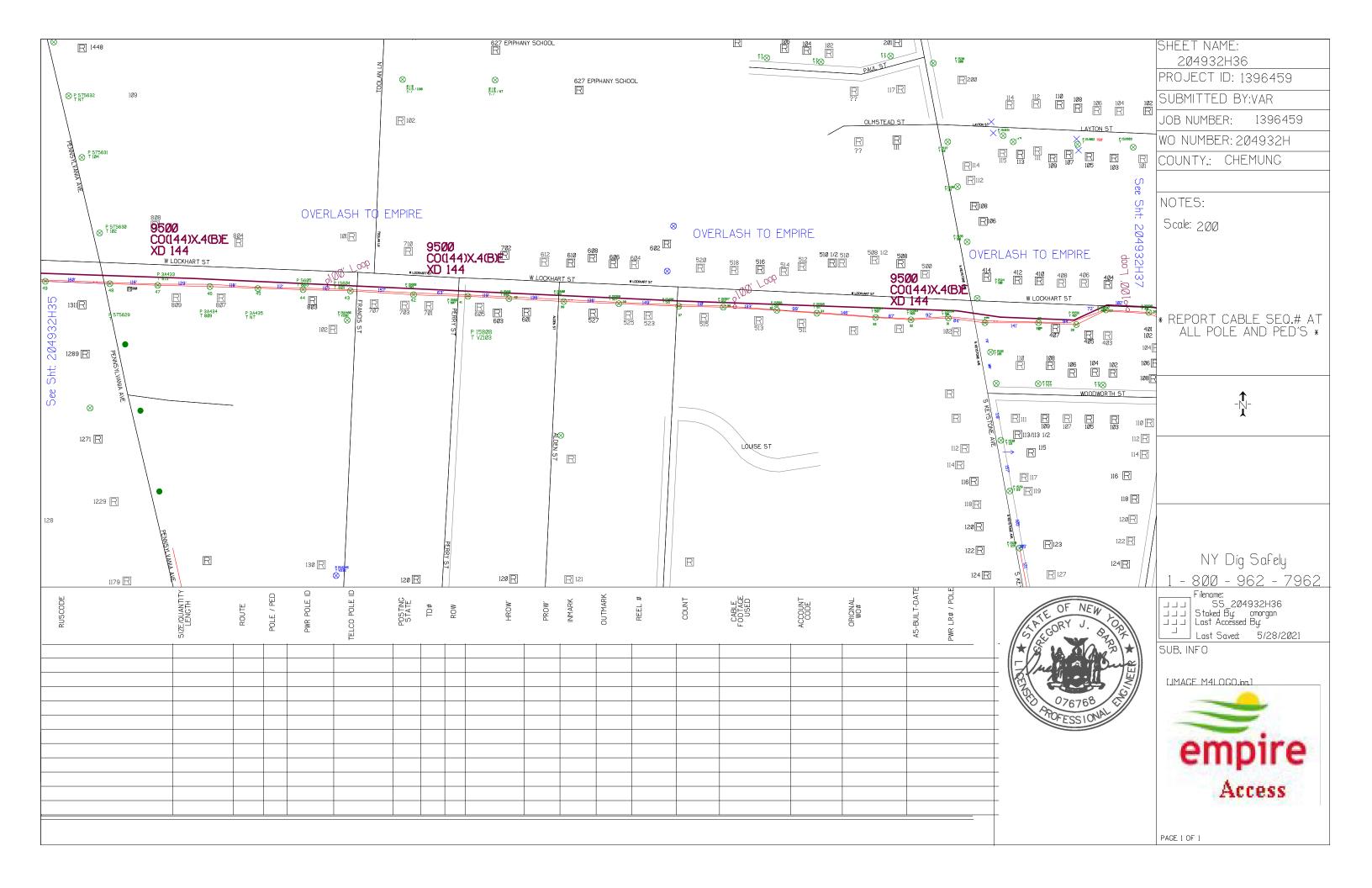


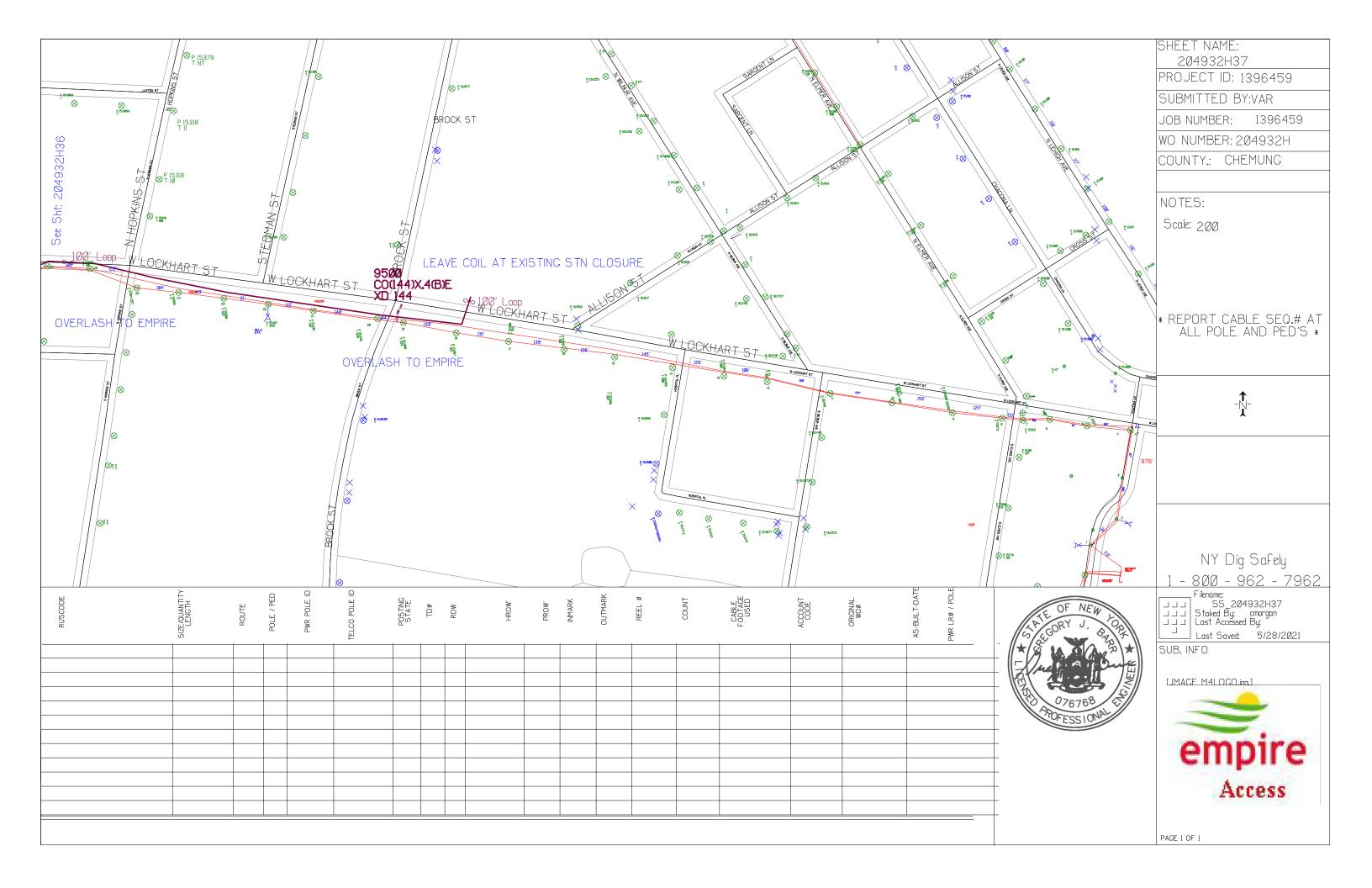


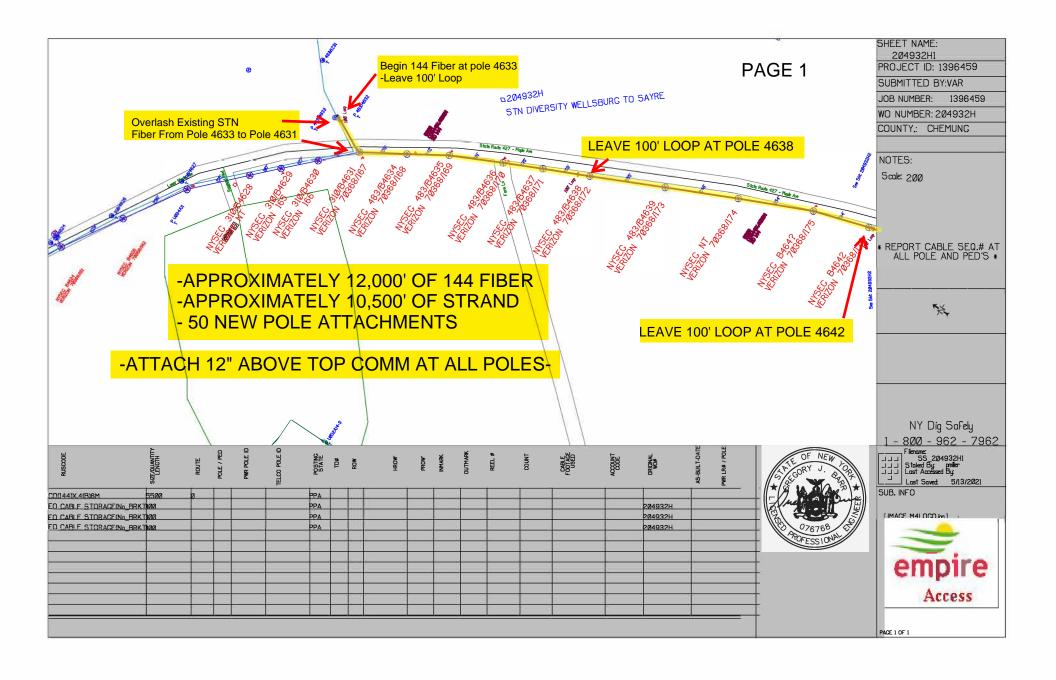


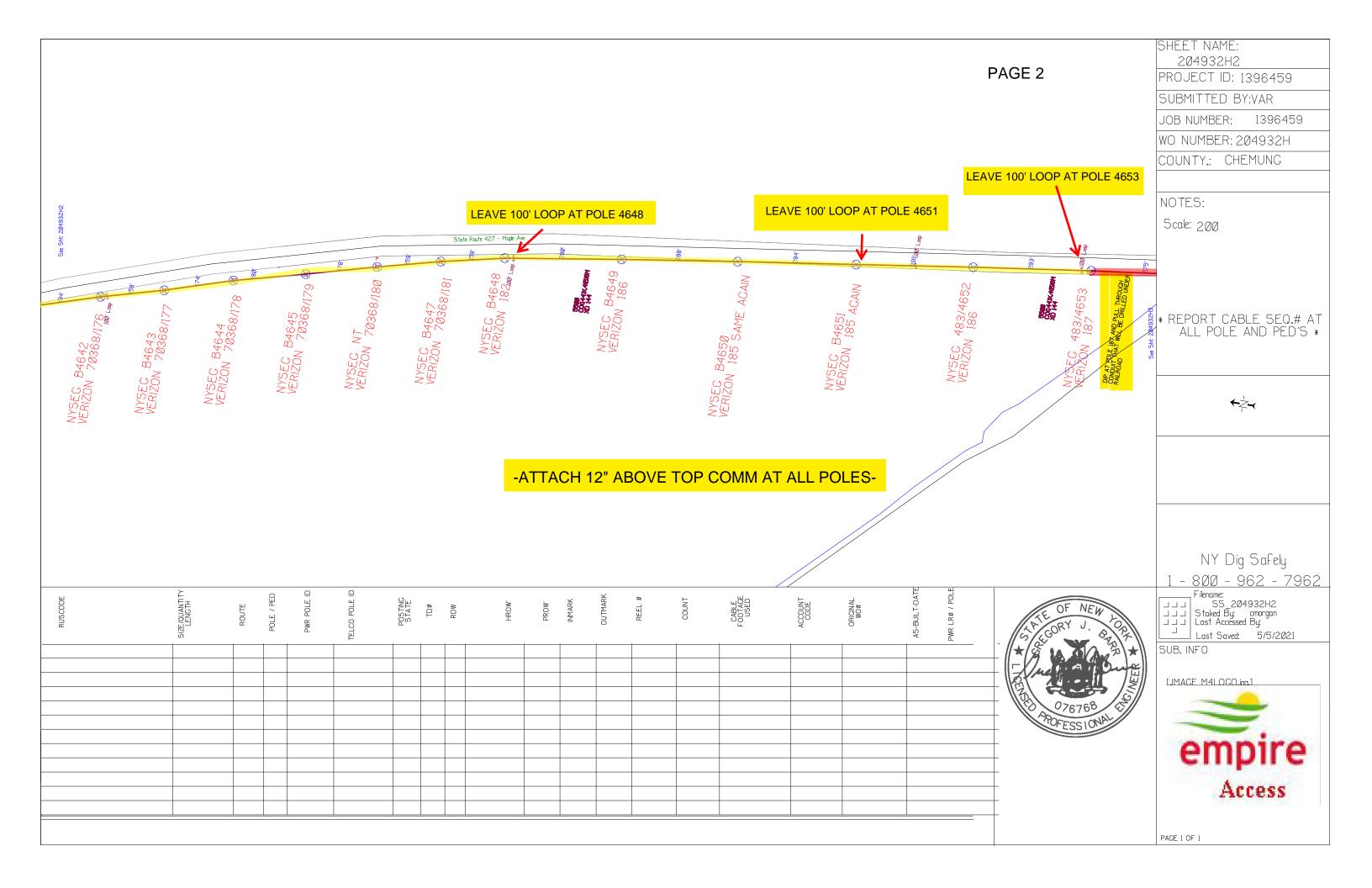


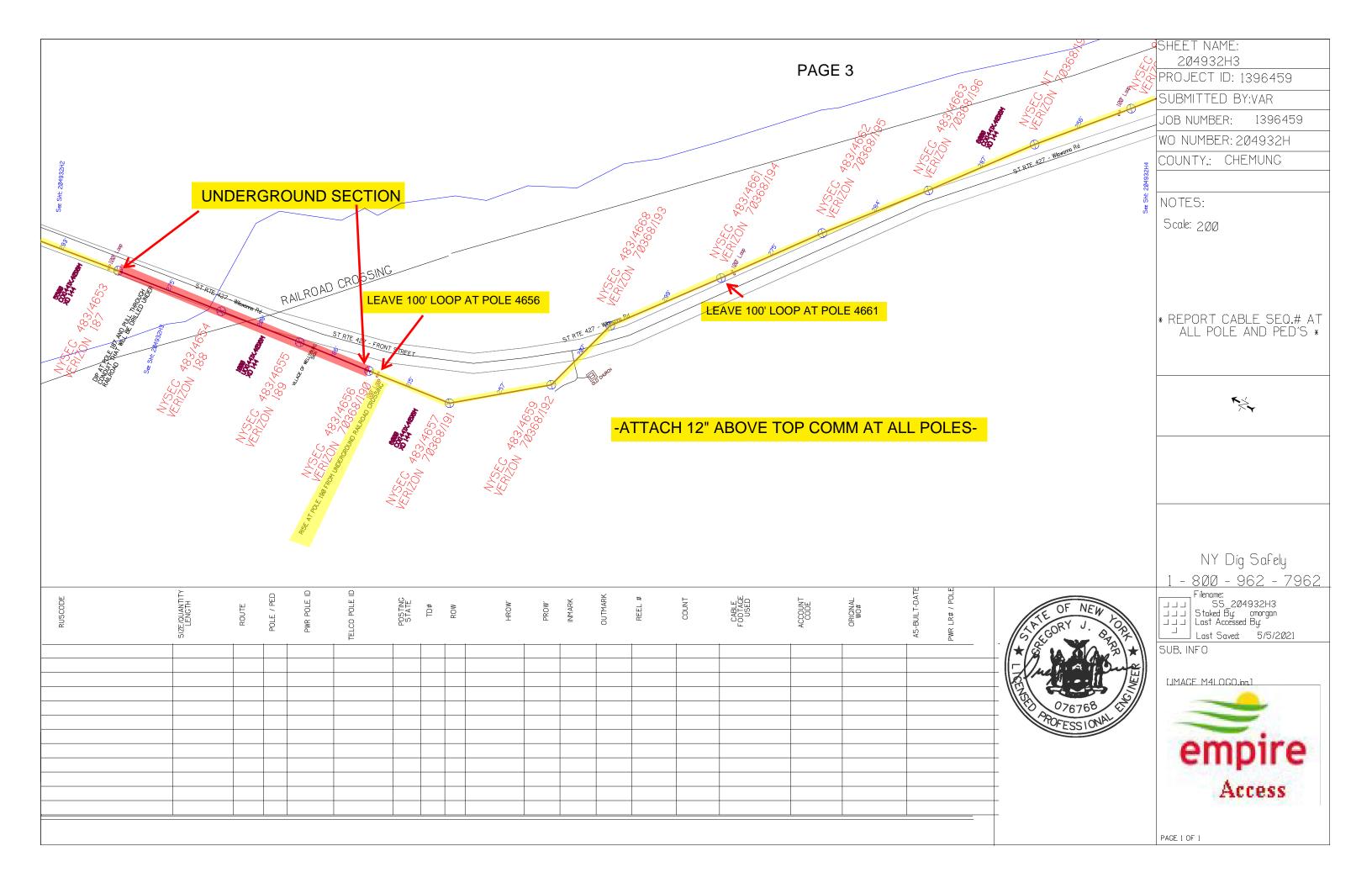


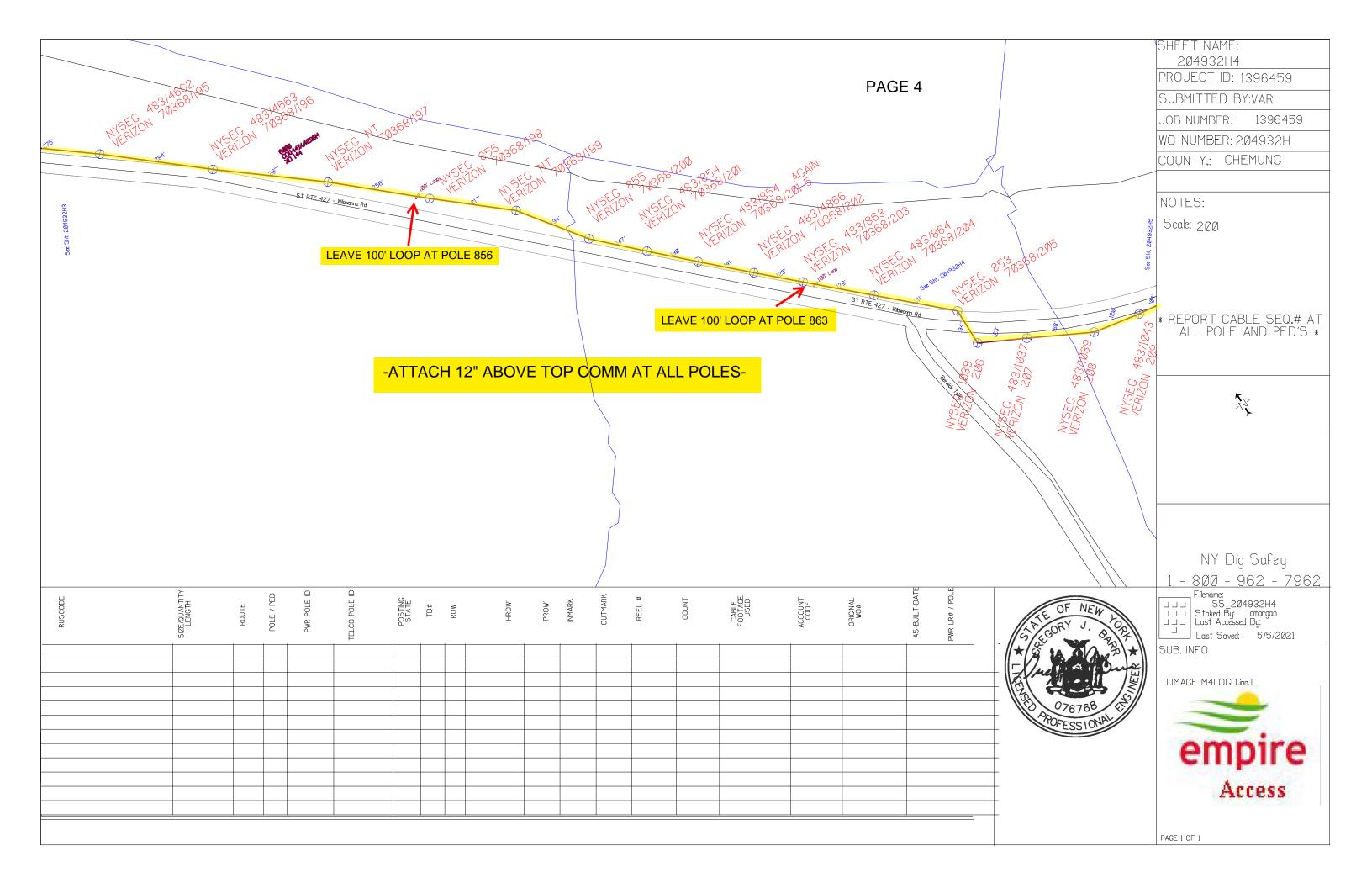


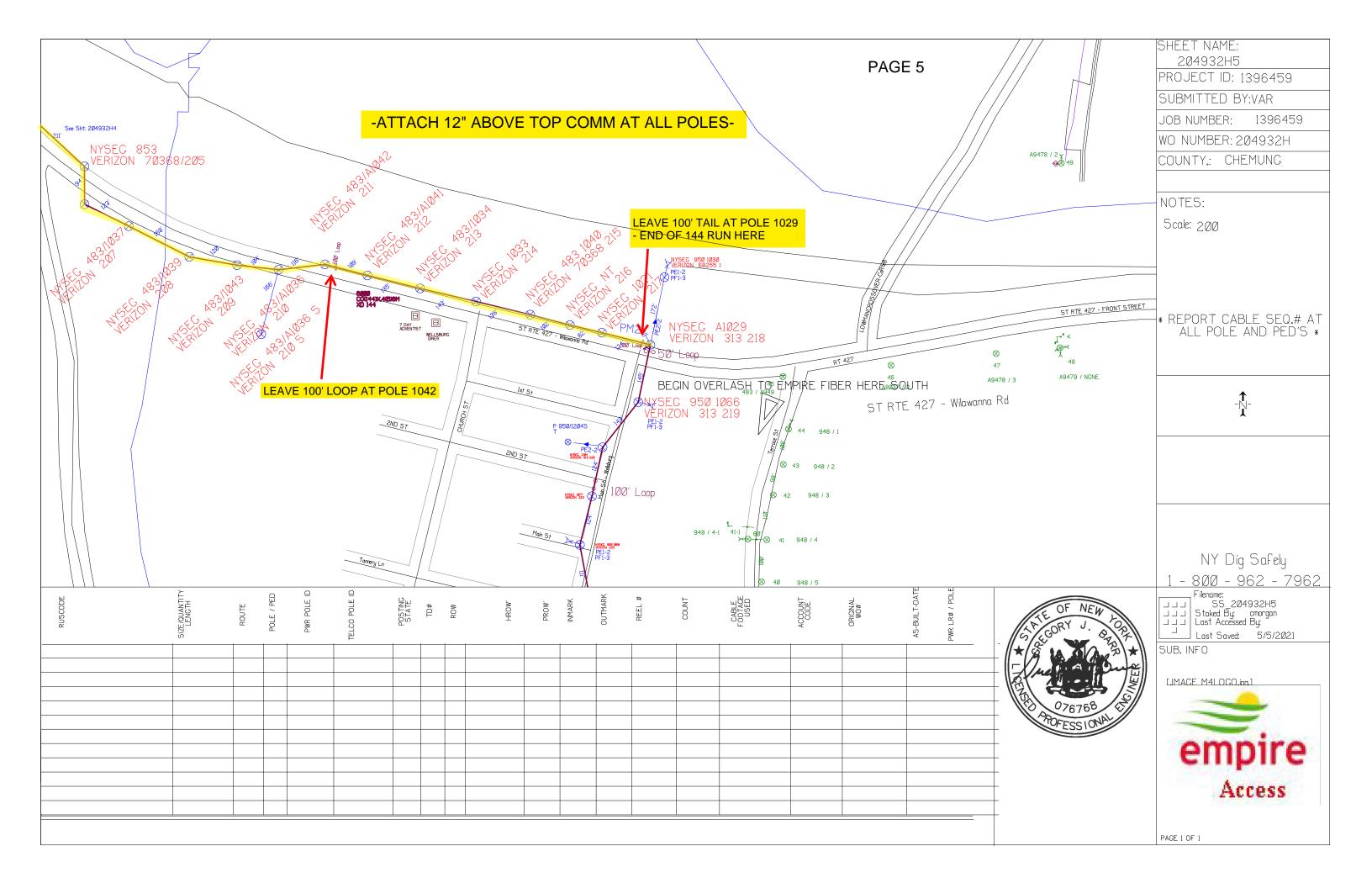


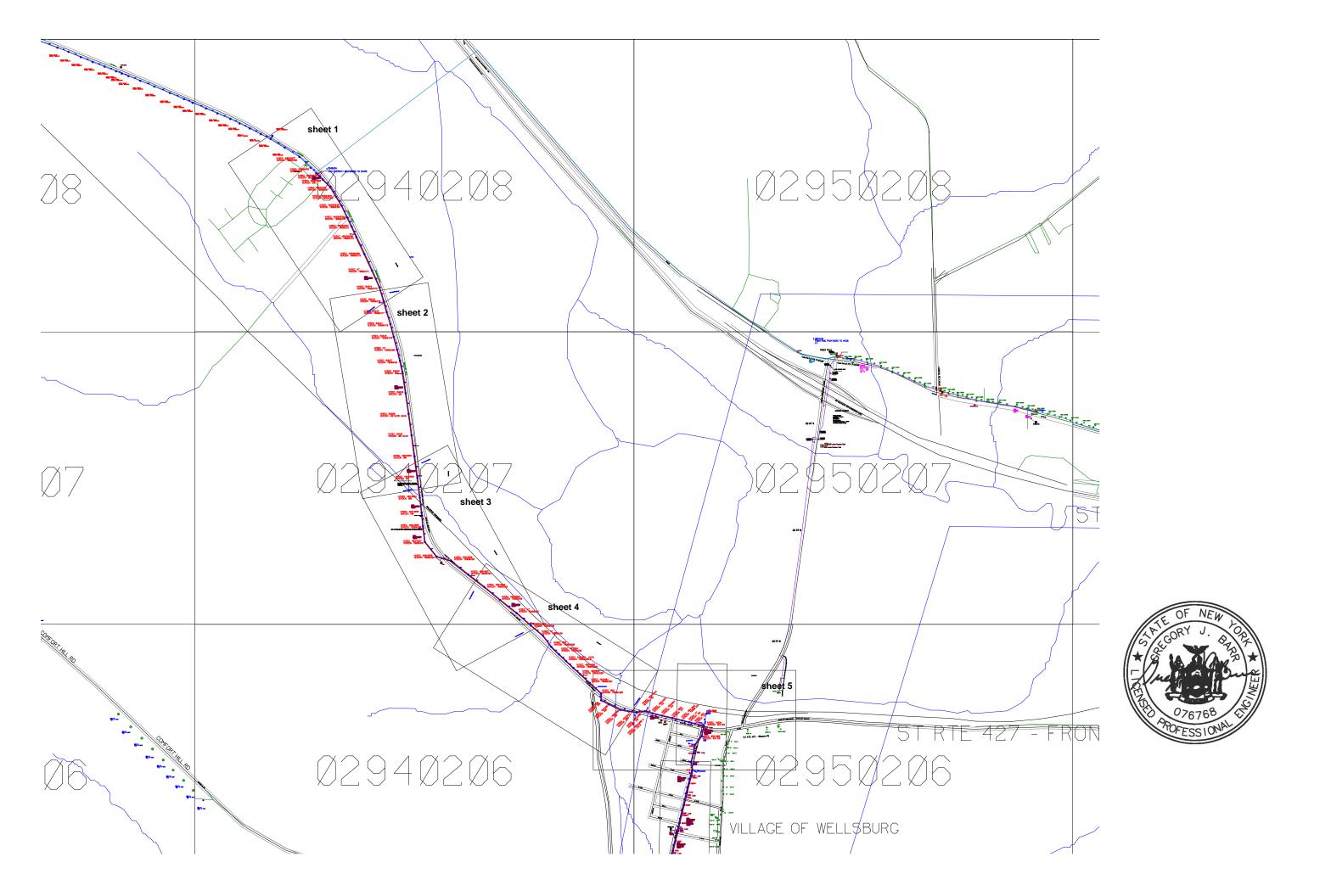












Appendix F

Lobbying Certification and Restriction Form

(CS-512)

CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

above applicable certification.	
NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE DATE

Appendix G

Requirements for Affirmative Action (EEO)

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246 AND 41 CFR PART 60-4)

The following Notice shall be included in, and shall be a part of all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000.

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation for each trade
	2.2	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

New York
Chemung

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246 AND 41 CFR PART 60-4)

The following Notice shall be included in, and shall be a part of all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000.

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation for each trade
	1.2	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

State of	New York
County of	Schuyler, Tompkins, and Steuben Counties
City of	

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246 AND 41 CFR PART 60-4)

The following Notice shall be included in, and shall be a part of all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000.

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation for each trade
	5.9	
	%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

State of	New York
County of	Yates
City of	

Appendix H

EDA Contracting Provisions

for

Construction Projects

U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION



EDA CONTRACTING PROVISIONS FOR CONSTRUCTION PROJECTS

These EDA Contracting Provisions for Construction Projects (EDA Contracting Provisions) are intended for use by recipients receiving federal assistance from the U. S. Department of Commerce - Economic Development Administration (EDA). They contain provisions specific to EDA and other federal provisions not normally found in non-federal contract documents. The requirements contained herein must be incorporated into all construction contracts and subcontracts funded wholly or in part with federal assistance from EDA.

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- 8. Contractor's Title to Material
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1. **DEFINITIONS**

Agreement – The written instrument that is evidence of the agreement between the Owner and the Contractor overseeing the Work.

Architect/Engineer - The person or other entity engaged by the Recipient to perform architectural, engineering, design, and other services related to the work as provided for in the contract.

Contract – The entire and integrated written agreement between the Owner and the Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

Contract Documents – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents.

Contractor – The individual or entity with whom the Owner has entered into the Agreement.

Drawings or Plans – That part of the Contract Documents prepared or approved by the Architect/Engineer that graphically shows the scope, extent, and character of the Work to be performed by the Contractor.

EDA - The United States of America acting through the Economic Development Administration of the U.S. Department of Commerce or any other person designated to act on its behalf. EDA has agreed to provide financial assistance to the Owner, which includes assistance in financing the Work to be performed under this Contract. Notwithstanding EDA's role, nothing in this Contract shall be construed to create any contractual relationship between the Contractor and EDA.

Owner – The individual or entity with whom the Contractor has entered into the Agreement and for whom the Work is to be performed.

Project – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

Recipient – A non-Federal entity receiving a Federal financial assistance award directly from EDA to carry out an activity under an EDA program, including any EDA-approved successor to the entity.

Specifications – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

Subcontractor – An individual or entity having direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

Work – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

2. **APPLICABILITY**

The Project to which the construction work covered by this Contract pertains is being assisted by the United States of America through federal assistance provided by the U.S. Department of Commerce - Economic Development Administration (EDA). Neither EDA, nor any of its departments, entities, or employees is a party to this Contract. The following EDA Contracting Provisions are included in this Contract and all subcontracts or related instruments pursuant to the provisions applicable to such federal assistance from EDA.

3. **FEDERALLY REQUIRED CONTRACT PROVISIONS**

- (a) All contracts in excess of the simplified acquisition threshold currently fixed at \$150,000 (see 41 U.S.C. §§ 134 and 1908) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- (b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the Recipient including the manner by which it will be effected and the basis for settlement.
- (c) All construction contracts awarded in excess of \$10,000 by recipients of federal assistance and their contractors or subcontractors shall contain a provision requiring compliance with Executive Order 11246 of September 24, 1965, *Equal Employment Opportunity*, as amended by Executive Order 11375 of October 13, 1967, and Department of Labor implementing regulations at 41 C.F.R. part 60.
- (d) All prime construction contracts in excess of \$2,000 awarded by Recipients must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) as supplemented by Department of Labor regulations at 29 C.F.R. part 5. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) as supplemented by Department of Labor regulations at 29 C.F.R. part 3.
- (e) All contracts awarded by the Recipient in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704 (the Contract Work Hours and Safety Standards Act) as supplemented by Department of Labor regulations at 29 C.F.R. part 5.
- (f) All contracts must include EDA requirements and regulations that involve a requirement on the contractor or sub-contractor to report information to EDA, the Recipient or any other federal agency.

(g) All contracts must include EDA requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

- (h) All contracts must include EDA requirements and regulations pertaining to copyrights and rights in data.
- (i) All contracts and subgrants in excess of \$150,000 must contain a provision that requires compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. § 1251 et seq.), and Executive Order 11738, Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans.
- (j) Contracts must contain mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.§ 6201).
- (k) Contracts must contain a provision ensuring that contracts are not to be made to parties on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180.
- (1) Contracts must contain a provision ensure compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) under which contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (m) If the Recipient is a state agency or agency of a political subdivision of a state, any contract awarded must contain a provision ensuring compliance with section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act related to the procurement of recovered materials.

4. **REOUIRED PROVISIONS DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction.

5. **INSPECTION BY EDA REPRESENTATIVES**

The authorized representatives and agents of EDA shall be permitted to inspect all work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records.

6. EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

- (a) The Owner, EDA, or the Comptroller General of the United States, or any of their duly authorized representatives shall, generally until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders that do not exceed \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Owner, EDA, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

7. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor also shall furnish the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only to determine the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

8. **CONTRACTOR'S TITLE TO MATERIAL**

No materials, supplies, or equipment for the work shall be purchased by the Contractor or by any subcontractor that is subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants and guarantees that he/she has good title to all work, materials, and equipment used by him/her in the Work, free and clear of all liens, claims, or encumbrances.

9. <u>INSPECTION AND TESTING OF MATERIALS</u>

All materials and equipment used in the completion of the Work shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. Materials of construction, particularly those upon which the strength and durability of any structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended uses.

10. "OR EOUAL" CLAUSE

Whenever a material, article, or piece of equipment is identified in the Contract Documents by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard. Any material, article, or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Architect/Engineer, of equal substance and function. However, such substitution material, article, or equipment shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval.

11. PATENT FEES AND ROYALTIES

- (a) Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Architect/Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.
- (b) To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner and the Architect/Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

12. **CLAIMS FOR EXTRA COSTS**

No claims for extra work or cost shall be allowed unless the same was done in pursuance of a written order from the Architect/Engineer approved by the Owner.

13. <u>CONTRACTORS AND SUBCONTRACTORS INSURANCE</u>

(a) The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance reasonably required by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until the insurance required of the subcontractor has been so obtained and approved.

- (b) Types of insurance normally required are:
 - (1) Workers' Compensation
 - (2) Contractor's Public Liability and Property Damage
 - (3) Contractor's Vehicle Liability
 - (4) Subcontractors' Public Liability, Property Damage and Vehicle Liability
 - (5) Builder's Risk (Fire and Extended Coverage)
- (c) **Scope of Insurance and Special Hazards:** The insurance obtained, which is described above, shall provide adequate protection for the Contractor and his/her subcontractors, respectively, against damage claims that may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him/her and also against any of the special hazards that may be encountered in the performance of this Contract.
- (d) **Proof of Carriage of Insurance:** The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of applicable insurance policies.

14. **CONTRACT SECURITY BONDS**

- (a) If the amount of this Contract exceeds \$150,000, the Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and also a payment bond in an amount equal to one hundred percent (100%) of the Contract price or in a penal sum not less than that prescribed by State, Territorial, or local law, as security for the payment of all persons performing labor on the Work under this Contract and furnishing materials in connection with this Contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law. Before final acceptance, each bond must be approved by EDA. If the amount of this Contract does not exceed \$150,000, the Owner shall specify the amount of the payment and performance bonds.
- (b) All bonds shall be in the form prescribed by the Contract Documents except as otherwise provided in applicable laws or regulations, and shall be executed by such sureties as are named in the current list of *Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies* as published in Treasury Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's

authority to act. Surety companies executing the bonds must also be authorized to transact business in the state where the Work is located.

15. <u>LABOR STANDARDS - DAVIS-BACON AND RELATED ACTS</u> (as required by section 602 of PWEDA)

(a) Minimum Wages

- (1) All laborers and mechanics employed or working upon the site of the Work in the construction or development of the Project will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act at 29 C.F.R. part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor, which is attached hereto and made a part hereof, regardless of any contractual relationship that may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. § 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates determined under 29 C.F.R. § 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (2) (i) Any class of laborers or mechanics to be employed under the Contract, but not listed in the wage determination, shall be classified in conformance with the wage determination. EDA shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (A) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (B) The classification is utilized in the area by the construction industry; and
 - (C) The proposed wage rate, including any bona fide fringe benefits, bears a

reasonable relationship to the wage rates contained in the wage determination.

- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and EDA or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by EDA or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and EDA or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), EDA or its designee shall refer the questions, including the views of all interested parties and the recommendation of EDA or its designee, to the Administrator for determination.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(2)(ii) or (iii) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) Withholding

EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper employed or working on the site of the Work in the construction or development of the Project, all or part of the wages required by the Contract, EDA or its designee may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations

have ceased. EDA or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(c) Payrolls and basic records

- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work in the construction or development of the Project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, the plan or program is financially responsible, and the plan or program has been communicated in writing to the laborers or mechanics affected, and provide records that show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (2) (i) For each week in which Contract work is performed, the Contractor shall submit a copy of all payrolls to the Owner for transmission to EDA or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose. It may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402; or downloaded from the U.S. Department of Labor's website at https://www.dol.gov/whd/forms/wh347.pdf. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors
 - (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
 - (A) That the payroll for the payroll period contains the information required to be maintained under 29 C.F.R. § 5.5(a)(3)(i) and that such information is correct and complete;

- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 C.F.R. part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 15(c)(2)(ii) of this section.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 3729 of Title 31 of the U.S. Code.
- (3) The Contractor or subcontractor shall make the records required under paragraph 15(c)(1) of this section available for inspection, copying, or transcription by authorized representatives of EDA or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, EDA or its designee may, after written notice to the Contractor or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. § 5.12.

(d) **Apprentices and Trainees**.

(1) **Apprentices**. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training (Bureau), or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any

apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a Project in a locality other than that in which its program is registered. the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

requirements of Executive Order 11246, *Equal Employment Opportunity*, as amended, and 29 C.F.R. part 30.

- (e) Compliance with Copeland Anti-Kickback Act Requirements. The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) as supplemented by Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that the Contractor and any subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. The Owner shall report all suspected or reported violations to EDA.
- (f) **Subcontracts**. The Contractor and any subcontractors will insert in any subcontracts the clauses contained in 29 C.F.R. §§ 5.5(a)(1) through (10) and such other clauses as EDA or its designee may require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. § 5.5.
- (g) **Contract termination; debarment**. The breach of the contract clauses in 29 C.F.R. § 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. § 5.12.
- (h) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (i) **Disputes concerning labor standards**. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and EDA or its designee, the U.S. Department of Labor, or the employees or their representatives.

(j) Certification of Eligibility.

- (1)By entering into this Contract, the Contractor certifies that neither it nor any person or firm that has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).
- (2) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

16. <u>LABOR STANDARDS - CONTRACT WORK HOURS AND SAFETY</u> <u>STANDARDS ACT</u>

As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

- (a) **Overtime requirements**. No Contractor or subcontractor contracting for any part of the Contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which that person is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (b) **Violation; liability for unpaid wages, liquidated damages**. In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- (c) Withholding for unpaid wages and liquidated damages. EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- (d) **Subcontracts**. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (c) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (c) of this section.

17. **EQUAL EMPLOYMENT OPPORTUNITY**

(a) The Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. chapter 60, which is paid for in whole or in part with funds obtained from EDA, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by EDA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of

this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The Contractor will include the portion of the sentence immediately preceding paragraph 17(a)(1) and the provisions of paragraphs 17(a)(1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as EDA or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by EDA or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (9) The Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work. Provided, however, that if the Recipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government that does not participate in work on or under the Contract.
- (10)The Recipient agrees that it will assist and cooperate actively with EDA and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish EDA and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist EDA in the discharge of the EDA's primary responsibility for securing compliance.
- (11) The Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by EDA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Recipient agrees that if it fails or refuses to comply with these undertakings, EDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this EDA financial assistance; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case

to the Department of Justice for appropriate legal proceedings.

- (b) Exemptions to Above Equal Opportunity Clause (41 C.F.R. chapter 60):
 - (1) Contracts and subcontracts not exceeding \$10,000 (other than Government bills of lading, and other than contracts and subcontracts with depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents for U.S. savings bonds and savings notes) are exempt. The amount of the Contract, rather than the amount of the federal financial assistance, shall govern in determining the applicability of this exemption.
 - (2) Except in the case of subcontractors for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.
 - (3) Contracts and subcontracts not exceeding \$10,000 for standard commercial supplies or raw materials are exempt.

18. <u>CONTRACTING WITH SMALL, MINORITY AND WOMEN'S BUSINESSES</u>

- (a) If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services.
- (b) Affirmative steps shall consist of:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises;
 - (5) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies;
 - (6) Requiring each party to a subcontract to take the affirmative steps of this section; and

(7) The Contractor is encouraged to procure goods and services from labor surplus area firms

19. HEALTH, SAFETY, AND ACCIDENT PREVENTION

- (a) In performing this contract, the Contractor shall:
 - (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
 - (2) Protect the lives, health, and safety of other persons;
 - (3) Prevent damage to property, materials, supplies, and equipment; and
 - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
 - (1) Comply with regulations and standards issued by the Secretary of Labor at 29 C.F.R. part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 3708); and
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 C.F.R. part 1904.
- (d) The Owner shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the Work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Owner may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as EDA, or the Secretary of Labor shall direct as a means of enforcing such provisions.

20. <u>CONFLICT OF INTEREST AND OTHER PROHIBITED INTERESTS</u>

(a) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof.

- (b) No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.
- (c) The Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the Contract Documents has a corporate or financial affiliation with the supplier or manufacturer.
- (d) The Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, may be involved. Such a conflict may arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in the Contractor. The Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from the Contractor or subcontractors
- (e) If the Owner finds after a notice and hearing that the Contractor, or any of the Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the Owner or EDA in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, the Owner may, by written notice to the Contractor, terminate this Contract. The Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.
- (f) In the event this Contract is terminated as provided in paragraph (e) of this section, the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Contract by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount (as determined by the Owner) which shall not be less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

21. **RESTRICTIONS ON LOBBYING**

(a) This Contract, or subcontract is subject to 31 U.S.C. § 1352, regarding lobbying restrictions. The section is explained in the common rule, 15 C.F.R. part 28 (55 FR 6736-6748, February 26, 1990). Each bidder under this Contract or subcontract is generally prohibited from using federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this EDA Award

- (b) **Contract Clause Threshold**: This Contract Clause regarding lobbying must be included in each bid for a contract or subcontract exceeding \$100,000 of federal funds at any tier under the EDA Award.
- (c) **Certification and Disclosure**: Each bidder of a contract or subcontract exceeding \$100,000 of federal funds at any tier under the federal Award must file Form CD-512, *Certification Regarding Lobbying Lower Tier Covered Transactions*, and, if applicable, Standard Form-LLL, *Disclosure of Lobbying Activities*, regarding the use of any nonfederal funds for lobbying. Certifications shall be retained by the Contractor or subcontractor at the next higher tier. All disclosure forms, however, shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.
- (d) **Continuing Disclosure Requirement**: Each Contractor or subcontractor that is subject to the Certification and Disclosure provision of this Contract Clause is required to file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person. Disclosure forms shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.
- (e) Indian Tribes, Tribal Organizations, or Other Indian Organizations: Indian tribes, tribal organizations, or any other Indian organizations, including Alaskan Native organizations, are excluded from the above lobbying restrictions and reporting requirements, but only with respect to expenditures that are by such tribes or organizations for lobbying activities permitted by other federal law. An Indian tribe or organization that is seeking an exclusion from Certification and Disclosure requirements must provide EDA with the citation of the provision or provisions of federal law upon which it relies to conduct lobbying activities that would otherwise be subject to the prohibitions in and to the Certification and Disclosure requirements of 31 U.S.C. § 1352, preferably through an attorney's opinion. Note, also, that a non-Indian subrecipient, contractor, or subcontractor under an award to an Indian tribe, for example, is subject to the restrictions and reporting requirements.

22. HISTORICAL AND ARCHAEOLOGICAL DATA PRESERVATION

The Contractor agrees to facilitate the preservation and enhancement of structures and objects of historical, architectural or archaeological significance and when such items are found and/or unearthed during the course of project construction. Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the State Historic

Preservation Officer (SHPO) for recovery of the items. *See* the National Historic Preservation Act of 1966 (54 U.S.C. § 300101 *et seq.*, formerly at 16 U.S.C. § 470 *et seq.*) and Executive Order No. 11593 of May 31, 1971.

23. **CLEAN AIR AND WATER**

Applicable to Contracts in Excess of \$150,000

- (a) **Definition**. "Facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the Contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the United States Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.
- (b) In compliance with regulations issued by the EPA, 2 C.F.R. part 1532, pursuant to the Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*); the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 *et seq.*); and Executive Order 11738, the Contractor agrees to:
 - (1) Not utilize any facility in the performance of this contract or any subcontract which is listed on the Excluded Parties List System, part of the System for Award Management (SAM), pursuant to 2 C.F.R. part 1532 for the duration of time that the facility remains on the list;
 - (2) Promptly notify the Owner if a facility the Contractor intends to use in the performance of this contract is on the Excluded Parties List System or the Contractor knows that it has been recommended to be placed on the List;
 - (3) Comply with all requirements of the Clean Air Act and the Federal Water Pollution Control Act, including the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all applicable clean air and clean water standards; and
 - (4) Include or cause to be included the provisions of this clause in every subcontract and take such action as EDA may direct as a means of enforcing such provisions.

24. <u>USE OF LEAD-BASED PAINTS ON RESIDENTIAL STRUCTURES</u>

(a) If the work under this Contract involves construction or rehabilitation of residential structures over \$5,000, the Contractor shall comply with the Lead-based Paint Poisoning Prevention Act (42 U.S.C. § 4831). The Contractor shall assure that paint or other surface coatings used in a residential property does not contain lead equal to or in excess of 1.0 milligram per square centimeter or 0.5 percent by weight or 5,000 parts per million (ppm) by weight. For purposes of this section, "residential property" means a dwelling unit, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, belonging to an owner and available for use by residents, but not

including land used for agricultural, commercial, industrial or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways.

(b) As a condition to receiving assistance under PWEDA, recipients shall assure that the restriction against the use of lead-based paint is included in all contracts and subcontracts involving the use of federal funds.

25. **ENERGY EFFICIENCY**

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201) for the State in which the Work under the Contract is performed.

26. **ENVIRONMENTAL REQUIREMENTS**

When constructing a Project involving trenching and/or other related earth excavations, the Contractor shall comply with the following environmental constraints:

- (1) **Wetlands**. When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert wetlands.
- (2) **Floodplains**. When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency (FEMA) Floodplain Maps, or other appropriate maps, i.e., alluvial soils on Natural Resource Conservation Service (NRCS) Soil Survey Maps.
- (3) **Endangered Species**. The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the Contractor, the Contractor will immediately report this evidence to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the U.S. Fish and Wildlife Service.

27. <u>DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSIONS</u>

As required by Executive Orders 12549 and 12689, *Debarment and Suspension*, 2 C.F.R. Part 180 and implemented by the Department of Commerce at 2 C.F.R. part 1326, for prospective participants in lower tier covered transactions (except subcontracts for goods or services under the \$25,000 small purchase threshold unless the subrecipient will have a critical influence on or substantive control over the award), the Contractor agrees that:

(1) By entering into this Contract, the Contractor and subcontractors certify, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared Economic Development Administration
Contracting Provisions for Construction Projects

ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

(2) Where the Contractor or subcontractors are unable to certify to any of the statements in this certification, the Contractor or subcontractors shall attach an explanation to this bid.

See also 2 C.F.R. part 180 and 2 C.F.R. § 200.342.

28. EDA PROJECT SIGN

The Contractor shall supply, erect, and maintain in good condition a Project sign according to the specifications provided by EDA. To the extent practical, the sign should be a free standing sign. Project signs shall not be located on public highway rights-of-way. Location and height of signs will be coordinated with the local agency responsible for highway or street safety in the Project area, if any possibility exists for obstructing vehicular traffic line of sight. Whenever the EDA site sign specifications conflict with State law or local ordinances, the EDA Regional Director will permit such conflicting specifications to be modified so as to comply with State law or local ordinance.

29. **BUY AMERICA**

To the greatest extent practicable, contractors are encouraged to purchase Americanmade equipment and products with funding provided under EDA financial assistance awards.

Appendix I

EDA Construction Site

Sign Specifications

OMB Number: 0610-0096 Expiration Date: 01/31/2025

EDA PROJECT SIGN

The Contractor shall supply, erect, and maintain in good condition a project sign according to the specifications set forth below:

EDA SITE SIGN SPECIFICATIONS

Size: 4' x 8' x 3/4"

Materials: Exterior grade/MDO plywood (APA rating A-B)

Supports: 4" x 4" x 12' posts with 2" x 4" cross branching

<u>Erection:</u> Posts shall be set a minimum of three feet deep in concrete footings that are at least 12"

in diameter.

Paint: Outdoor enamel

<u>Colors:</u> Jet Black, Blue (PMS300), and Gold (PMS7406). Specifically, on white background the

following will be placed:

The U. S. Department of Commerce seal in blue, black, and gold;

"EDA" in blue;

"U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT

ADMINISTRATION" in black;

"In partnership with" in blue;

(Actual name of the) "EDA Grant Recipient" in black;

Lettering: Specific fonts are named below; positioning will be as shown on the attached illustration.

"U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION" use Bank Gothic Medium - Bank Gothic Med

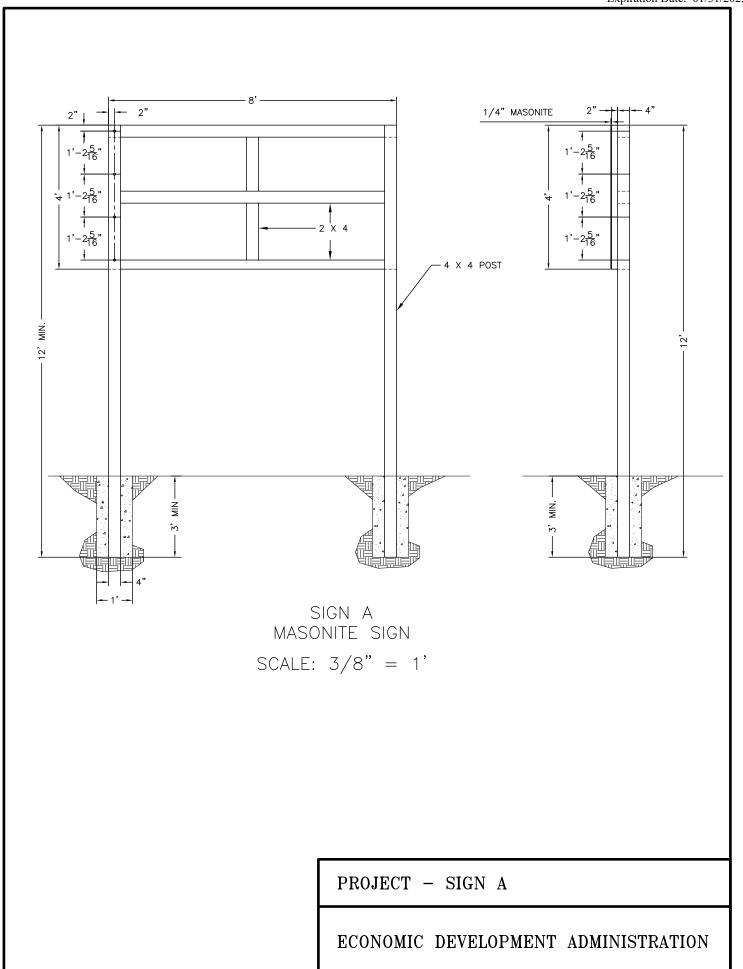
"In partnership with" use Univers TM 55 Oblique - *Univers* 55

(Name of) "EDA Grant Recipient" use Univers ** Extra Black 85 **Univers 85**

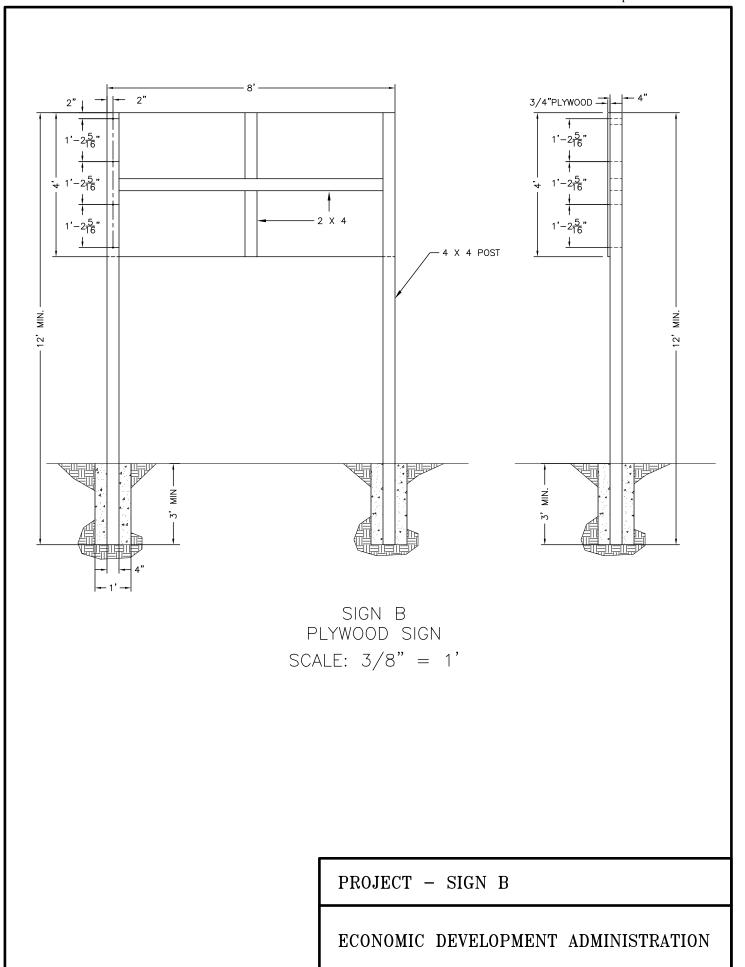
Project signs will not be erected on public highway rights-of-way. If any possibility exists for obstruction to traffic line of sight, the location and height of the sign will be coordinated with the agency responsible for highway or street safety in the area.

The EDA Regional Director may permit modifications to these specifications if they conflict with state law or local ordinances.

OMB Number: 0610-0096 Expiration Date: 01/31/2025



OMB Number: 0610-0096 Expiration Date: 01/31/2025





U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION

In partnership with

<EDA Grant Recipient Name>



1.5" U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION

In partnership with

<EDA Grant Recipient Name>

48"

15.0"

4.0"

3.0"

3.0"

3.75"

Appendix J

Unit Price Form

	Appendix E - Responses		
	Price Sheet For Southern Tier Network, Inc. June 2022 RFP		
CODE	UTILITY POLE	UNIT	PRICE
A1	PROVIDE AND PLACE 35' POLE	EACH	
A2	PROVIDE AND PLACE 45' POLE	EACH	

CODE	MESSENGER STRAND - INCLUDING ALL MOUNTING HARDWARE	UNIT	PRICE
B1	PROVIDE AND PLACE EHS 6.6M (6M) STRAND	FOOT	
B2	EASEMENT CHARGE (OFF ROAD)	FOOT	

CODE	PROVIDE AND INSTALL AERIAL FIBER CABLE- PRICES TO INCLUDE ALL MOUNTING HARDWARE	UNIT	PRICE
C1	PROVIDE AND PLACE 12F SMF 28e+ FIBER CABLE	FOOT	
C2	PROVIDE AND PLACE 24F SMF 28e+ FIBER CABLE	FOOT	
C3	PROVIDE AND PLACE 48F SMF 28e+ FIBER CABLE	FOOT	
C4	PROVIDE AND PLACE 96F SMF 28e+ FIBER CABLE	FOOT	
C5	PROVIDE AND PLACE 144FSMF 28e+ FIBER CABLE	FOOT	
C6	PROVIDE AND PLACE 288F SMF 28e+ FIBER CABLE	FOOT	
C7	PROVIDE AND INSTALL AERIAL SLACK STORGE (SNOWSHOE)	EACH	

CODE	INSTALL AERIAL FIBER CABLE - PRICES TO INCLUDE ALL MOUNTING HARDWARE	UNIT	PRICE
D1	INSTALL 12F SMF 28e+ FIBER CABLE	FOOT	
D2	INSTALL 24F SMF 28e+ FIBER CABLE	FOOT	
D3	INSTALL 48F SMF 28e+ FIBER CABLE	FOOT	
D4	INSTALL 96F SMF 28e+ FIBER CABLE	FOOT	
D5	INSTALL 144F SMF 28e+ FIBER CABLE	FOOT	
D6	INSTALL 288F SMF 28e+ FIBER CABLE	FOOT	

CODE	AERIAL BONDING & GROUNDING	UNIT	PRICE
E1	PROVIDE AND INSTALL BOND (VERTICAL GROUND / DOWNGUY)	EACH	

CODE	PLACE DOWN GUY & ANCHOR	UNIT	PRICE
F1	PROVIDE AND INSTALL 6.6M (6M) DOWNGUY WITH GUY GUARD	EACH	
F2	PROVIDE AND INSTALL 5/8" SCREW ANCHOR	EACH	

CODE	TREE TRIMMING	UNIT	PRICE
G1	TRIM VEGETATION	HOUR	

CODE	CONSTRUCT POLE RISER	UNIT	PRICE
H1	PROVIDE AND INSTALL POLE RISER W/ 4" PVC U-GUARD	EACH	
H2	PROVIDE AND INSTALL BLDG ENTRANCE RISER W/ 2"GALAVANIZED SWEEP AND PIPE, METAL LB W/BUILT-IN BEND RADIUS	EACH	

CODE	TRENCH & PLACE CONDUIT	UNIT	PRICE
I1	PROVIDE AND INSTALL (1) 2" SCH 80 PVC CONDUIT	FOOT	
12	PROVIDE AND INSTALL (1) 4" SCH 80 PVC CONDUIT	FOOT	
13	PROVIDE AND INSTALL (1) 4" GALVANIZED STEEL CONDUIT	FOOT	
14	TRENCH ADDITIONAL 12" DEPTH	FOOT	
15	CONCRETE ENCASE CONDUIT (6" COVER & 6" SIDES MIN.)	FOOT	

SURFACE RESTORATION	UNIT	PRICE
GRASS (SEED) TO INCLUDE 60-DAY MAINTENANCE	SQUARE FOOT	
GRASS (SOD) TO INCLUDE 60-DAY MAINTENANCE	SQUARE FOOT	
CONCRETE SIDEWALK (4"+/-)	SQUARE FOOT	
CONCRETE SUB-BASE (IN-KIND, UNFINISHED)	SQUARE FOOT	
CONCRETE DRIVEWAY/APRON (12"+/-)	SQUARE FOOT	
ASPHALT (DRIVEWAY / WALKWAY <2.5")	SQUARE FOOT	
ASPHALT (ROADWAY >2.5")	SQUARE FOOT	
	GRASS (SEED) TO INCLUDE 60-DAY MAINTENANCE GRASS (SOD) TO INCLUDE 60-DAY MAINTENANCE CONCRETE SIDEWALK (4"+/-) CONCRETE SUB-BASE (IN-KIND, UNFINISHED) CONCRETE DRIVEWAY/APRON (12"+/-) ASPHALT (DRIVEWAY / WALKWAY <2.5")	GRASS (SEED) TO INCLUDE 60-DAY MAINTENANCE GRASS (SOD) TO INCLUDE 60-DAY MAINTENANCE CONCRETE SIDEWALK (4"+/-) CONCRETE SUB-BASE (IN-KIND, UNFINISHED) CONCRETE DRIVEWAY/APRON (12"+/-) ASPHALT (DRIVEWAY / WALKWAY <2.5") SQUARE FOOT SQUARE FOOT

CODE	PLACE INNERDUCT	UNIT	PRICE
K1	ROD & ROPE EXISTING OCCUPIED DUCT	FOOT	
K2	ROD & ROPE EXISTING VACANT DUCT	FOOT	
K3	PROVIDE & INSTALL 1.24" SDR11 HDPE INNERDUCT IN VACANT DUCT	FOOT	
K4	PROVIDE & INSTALL 1.25" SDR11 HDPE INNERDUCT IN OCCUPIED DUCT	FOOT	
K5	PROVIDE & INSTALL ADDITIONAL 1.25" INNERDUCT(S) IN VACANT DUCT	FOOT	

CODE	PLOW INNERDUCT	UNIT	PRICE
L1	PLOW (1)1.25" INNERDUCT (36 "DEPTH)	FOOT	

CODE	HORIZONTAL DIRECTIONAL DRILL	UNIT	PRICE	
M1	PROVIDE AND INSTALL (1) 1.25" HDPE CONDUIT BY HDD METHODS	FOOT		
M2	PROVIDE AND INSTALL (1) 4" HDPE CONDUIT BY HDD METHODS	FOOT		

CODE	ROCK EXCAVATION	UNIT	PRICE
N1	ROCK EXCAVATION	CUBIC YARD	

CODE	HANDHOLES	UNIT	PRICE
01	PROVIDE AND INSTALL 24" X36" POLYCONCRETE HAND HOLE	EACH	
O2	PROVIDE AND INSTALL 30" X 48" POLYCONCRETE HANDHOLE	EACH	
O3	PROVIDE AND INSTALL 16" PEDESTAL	EACH	

CODE	CORE BORE	UNIT	PRICE
P1	CORE BORE SEAL CONCRETE MANHOLE	EACH	
P2	CORE BORE SEAL CONCRETE BUILDING WALL (EXTERIOR)	EACH	
P3	CORE BORE & FIRE-STOP CONC. BLOCK WALL (INTERIOR)	EACH	

CODE	PROVIDE AND INSTALL FIBER CABLE - UNDERGROUND	UNIT	PRICE
Q1	PROVIDE AND PLACE 12F SMF 28e+ FIBER CABLE	FOOT	
Q2	PROVIDE AND PLACE 24F SMF 28e+ FIBER CABLE	FOOT	
Q3	PROVIDE AND PLACE 48F SMF 28e+ FIBER CABLE	FOOT	
Q4	PROVIDE AND PLACE 96F SMF 28e+ FIBER CABLE	FOOT	
Q5	PROVIDE AND PLACE 144F SMF 28e+ FIBER CABLE	FOOT	
Q6	PROVIDE AND PLACE 288F SMF 28e+ FIBER CABLE	FOOT	
Q7	PROVIDE AND PLACE 12F SMF 28e+ ARMORED FIBER CABLE	FOOT	
Q8	PROVIDE AND PLACE 24F SMF 28e+ ARMORED FIBER CABLE	FOOT	
Q9	PROVIDE AND PLACE 48F SMF 28e+ ARMORED FIBER CABLE	FOOT	
Q10	PROVIDE AND PLACE 96F SMF 28e+ ARMORED FIBER CABLE	FOOT	
Q11	PROVIDE AND PLACE 144FSMF 28e+ ARMORED FIBER CABLE	FOOT	
Q12	PROVIDE AND PLACE 288F SMF 28e+ ARMORED FIBER CABLE	FOOT	
Q13	PROVIDE / REPLACE MULE TAPE	FOOT	

CODE	INSTALL FIBER CABLE - UNDERGROUND	UNIT	PRICE
R1	INSTALL 12F SMF 28e+ FIBER CABLE	FOOT	
R2	INSTALL 24F SMF 28e+ FIBER CABLE	FOOT	
R3	INSTALL 48F SMF 28e+ FIBER CABLE	FOOT	
R4	INSTALL 96F SMF 28e+ FIBER CABLE	FOOT	
R5	INSTALL 144F SMF 28e+ FIBER CABLE	FOOT	
R6	INSTALL 288F SMF 28e+ FIBER CABLE	FOOT	
R7	INSTALL 12F SMF 28e+ ARMORED FIBER CABLE	FOOT	
R8	INSTALL 24F SMF 28e+ ARMORED FIBER CABLE	FOOT	
R9	INSTALL 48F SMF 28e+ ARMORED FIBER CABLE	FOOT	
R10	INSTALL 96F SMF 28e+ ARMORED FIBER CABLE	FOOT	
R11	INSTALL 144F SMF 28e+ ARMORED FIBER CABLE	FOOT	
R12	INSTALL 288F SMF 28e+ ARMORED FIBER CABLE	FOOT	
R13	INSTALL FIBER OPTIC CABLE ADDITIONAL FOR PROJECT LESS THAN 2500 FT	FOOT	

CODE	INSIDE PLANT CONDUIT	UNIT	PRICE	
S1	PROVIDE AND INSTALL 2" EMT CONDUIT	FOOT		
S2	PROVIDE AND INSTALL 1.25" PLENUM INNERDUCT	FOOT		
S3	PROVIDE AND INSTALL 1.5" PLENUM INNERDUCT	FOOT		
S4	PROVIDE AND INSTALL NEMA PULL BOX	EACH		

CODE	SPLICE & TEST FIBER CABLE	UNIT	PRICE

T1	PROVIDE AND INSTALL 24 PORT WALL MOUNT FDP	EACH	
T2	PROVIDE AND INSTALL 48 PORT WALL MOUNT FDP	EACH	
Т3	PROVIDE AND INSTALL 7' X 19" FREE STANDING EQUIPMENT RACK	EACH	
T4	PROVIDE AND INSTALL 2U RACK FDP	EACH	
T5	PROVIDE AND INSTALL 4U RACK FDP	EACH	
Т6	PROVIDE AND INSTALL 12-PACK CCH MODULE	EACH	
T7	SPLICE AND TEST SMF 28e+ FIBER EACH STRAND (1-12 FIBERS)	EACH	
Т8	SPLICE AND TEST SMF 28e+ FIBER EACH STRAND (13-24 FIBERS)	EACH	
Т9	SPLICE AND TEST SMF 28e+ FIBER EACH STRAND (25-48 FIBERS)	EACH	
T10	SPLICE AND TEST SMF 28e+ FIBER EACH STRAND (49-96 FIBERS)	EACH	
T11	SPLICE AND TEST SMF 28e+ FIBER EACH STRAND (97-144 FIBERS)	EACH	
T12	SPLICE AND TEST SMF 28e+ FIBER EACH STRAND (145+ FIBERS)	EACH	
T13	SPLICE AND TEST SMF 28e+ RIBBON FIBER (12 FIBERS PER SPLICE SLEEVE) 1-12 SPLICES	EACH	
T14	SPLICE AND TEST SMF 28e+ RIBBON FIBER (12 FIBERS PER SPLICE SLEEVE) - 13-24 SPLICES	EACH	
T15	RING CUT FIBER OPTIC CABLE	EACH	
T16	ENTER EXISTING SPLICE CASE	EACH	
T17	INSTALL SPLICE CASE - FOSC	EACH	
T18	PROVIDE AND INSTALL SPLICE CASE - FOSC 450-A WITH BASKET AND ONE (1) TRAY	EACH	
T19	PROVIDE AND INSTALL SPLICE CASE - FOSC 450-B WITH BASKET AND ONE (1) TRAY	EACH	
T20	PROVIDE AND INSTALL SPLICE CASE - FOSC 450-D WITH BASKET AND ONE (1) TRAY	EACH	
T21	PROVIDE AND INSTALL SPLICE CASE - FOSC 600-D WITH ONE (1) TRAY	EACH	
T22	PROVIDE AND INSTALL SPLICE TRAY - FOSC A	EACH	
T23	PROVIDE AND INSTALL SPLICE TRAY - FOSC B	EACH	
T24	PROVIDE AND INSTALL SPLICE TRAY - FOSC D	EACH	
T25	PROVIDE AND INSTALL RIBBON SPLICE TRAY - FOSC D	EACH	

CODE	EMERGENCY RESPONSE AND OUT-OF-SCOPE SERVICES	UNIT	PRICE	
			FRICE	
U1	LINE CREW (2 WORKERS, BUCKET TRUCK, SUPPORT VEHICLE)	HOUR		
U2	LINE CREW (3 WORKERS, BUCKET TRUCK, SUPPORT VEHICLE)	HOUR		
U3	LINE CREW (4 WORKERS, BUCKET TRUCK, SUPPORT VEHICLE)	HOUR		
U4	SAME AS U1, SUNDAY/HOLIDAY	HOUR		
U5	UNDERGROUND CREW (3 WORKERS AND TRUCK)	HOUR		
U6	SAME AS U3, SUNDAY/HOLIDAY	HOUR		
U7	FIBER OPTIC SPLICER	HOUR		
U8	SAME AS U5, SUNDAY/HOLIDAY	HOUR		
U9	FLAGGER	HOUR		
U10	SAME AS U7, SUNDAY/HOLIDAY	HOUR		
U11	LINE WORKER	HOUR		
U12	SAME AS U9, SUNDAY/HOLIDAY	HOUR		

CODE	Other Control of the	UNIT	PRICE
V1	DE-LASH/RE-LASH FIBER OPTIC CABLE	FOOT	
V2			
V3			
V4			
V5			
V6			
V7			
V8			

V9		
V10		

CODE	TOTAL PROPOSED PRICE	PRICE
S1	TOTAL PRICE PROPOSED FOR ENTIRE EDA DIVERSITY PROJECT 01-01-14922	

Appendix K

Davis Bacon Rates

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less that 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) for current wage rate information.

Apprentice Training Ratios

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

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

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

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

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

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

Telephone #	FAX#
518-457-2744	518-485-0240
607-721-8005	607-721-8004
716-847-7159	716-847-7650
516-228-3915	516-794-3518
845-568-5287	845-568-5332
212-932-2419	212-775-3579
631-687-4882	631-687-4902
585-258-4505	585-258-4708
315-428-4056	315-428-4671
315-793-2314	315-793-2514
914-997-9507	914-997-9523
518-457-5589	518-485-1870
	518-457-2744 607-721-8005 716-847-7159 516-228-3915 845-568-5287 212-932-2419 631-687-4882 585-258-4505 315-428-4056 315-793-2314 914-997-9507

Steuben County General Construction

Boilermaker 05/01/2022

JOB DESCRIPTION Boilermaker

DISTRICT 12

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Chemung, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Schuyler, Steuben, Wayne, Wyoming, Yates

WAGES

Per hours: 07/01/2021

Boilermaker \$35.10

The wage rate will be 90% of the above for Maintenance work on boilers less than 100,000 pph.

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

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

SUPPLEMENTAL BENEFITS

Per hour: \$31.04*

*NOTE: \$29.85 of this amount is for every Hour "Paid"

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

1st Term at 12 Months Terms 3-8 at 6 Months

Per Hour: 1st 65%

3rd 70% 4th 75% 5th 80% 6th 85% 7th 90% 8th 95%

Supplemental Benefits per hour:

All Terms \$ 31.04**

**NOTE: \$29.85 of this amount is for every Hour "Paid"

12-7

Carpenter - Building 05/01/2022

JOB DESCRIPTION Carpenter - Building

DISTRICT 2

ENTIRE COUNTIES

Chemung, Cortland, Schuyler, Steuben, Tompkins

PARTIAL COUNTIES

Allegany: Only the Township of Alfred.

WAGES

Per hour:	07/01/2021	07/01/2022	07/01/2023	07/01/2024
		Additional	Additional	Additional
Carpenter	\$ 28.90	\$ 1.15	\$ 1.00	\$ 1.00
Floor Coverer	28.90	1.15	1.00	1.00
Carpet Layer	28.90	1.15	1.00	1.00
Dry-Wall	28.90	1.15	1.00	1.00
Diver-Wet Day	61.25	0.00	0.00	0.00
Diver -Dry Day	29.90	1.15	1.00	1.00
Diver Tender	29.90	1.15	1.00	1.00

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

- 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.

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$21.93

OVERTIME PAY

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

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

HOLIDAY

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

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

REGISTERED APPRENTICES

ALL APPRENTICES indentured prior to 01/01/2016

Wages per hour (One year terms at the following percentage of journeyman's base wage):

 1st
 2nd
 3rd
 4th

 55%
 60%
 70%
 80%

Supplemental Benefits per hour:

\$ 12.15 \$ 12.15 \$ 14.80 \$ 14.80

CARPENTER APPRENTICES indentured after 01/01/2016

Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

 1st
 2nd
 3rd
 4th
 5th

 55%
 60%
 65%
 70%
 80%

Supplemental Benefits per hour:

\$ 12.15 \$ 12.15 \$ 14.80 \$ 14.80 \$ 14.80

PILEDRIVER/DOCK BUILDER APPRENTICES indentured after 01/01/2016

Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st 2nd 3rd 4th 55%* 60%* 70%* 80%*

*Pile Driver/Dock Builder apprentices shall receive an additional \$0.25 per hour worked when performing piledriving/dock building work. Supplemental Benefits per hour:

\$ 12.15 \$ 12.15 \$ 14.80 \$ 14.80

LINOLEUM, RESILIENT TILE, AND CARPET LAYER APPRENTICES indentured after 01/01/2016

Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st 2nd 3rd 4th 55% 60% 70% 80%

Supplemental Benefits per hour:

\$ 12.15 \$ 12.15 \$ 14.80 \$ 14.80

ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

- Certified welders shall receive \$1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work

- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$1.50 per hour.

2-277B-CS

Carpenter - Building / Heavy&Highway

05/01/2022

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 2

DISTRICT 2

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing 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: 07/01/2021

Carpenter - ONLY for Artificial Turf/Synthetic

Sport Surface \$ 32.08

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 24.20

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

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

REGISTERED APPRENTICES

Wages per hour:

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

1st 2nd 3rd 4th 55% 60% 70% 80%

Supplemental Benefits per hour:

Carpenter - Heavy&Highway

 1st year term
 \$ 12.15

 2nd year term
 12.15

 3rd year term
 14.80

 4th year term
 14.80

2-42AtSS

JOB DESCRIPTION Carpenter - Heavy&Highway

05/01/2022

ENTIRE COUNTIES

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

WAGES

Diver-Wet Day

 Per hour
 07/01/2021

 Carpenter
 \$ 33.13

 Piledriver
 33.13

Page 5

58.13

Diver-Dry Day 34.13 Diver-Tender 34.13

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

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

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 24.20

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. Employee must work scheduled work day before and after the Holiday.

REGISTERED APPRENTICES

ALL APPRENTICES indentured prior to 01/01/2016

Wages per hour (One year terms at the following percentage of journeyman's base wage):

1st 2nd 3rd 4th 55% 60% 70% 80%

Supplemental Benefits per hour:

\$ 12.15 \$ 12.15 \$ 14.80 \$ 14.80

CAPRENTER APPRENTICES indentured after 01/01/2016

Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st 2nd 3rd 4th 5th 55% 60% 65% 70% 80%

Supplemental Benefits per hour:

\$ 12.15 \$ 12.15 \$ 14.80 \$ 14.80

PILEDRIVER/DOCKBUILDER APPRENTICES indentured after 01/01/2016

Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st 2nd 3rd 4th 55% 60% 70% 80%

Supplemental Benefits per hour:

\$ 12.15 \$ 12.15 \$ 14.80 \$ 14.80

NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

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

2-277HH-Bro

Electrician 05/01/2022

DISTRICT 2 JOB DESCRIPTION Electrician

ENTIRE COUNTIES

Chemung, Steuben

PARTIAL COUNTIES

Allegany: Only the townships of Allen, Almond, Alfred, Andover, Birdsall, Burns, Granger, Grove, Hume, Independence, Ward, Wellsville, West Almond, Willing, and that portion of Amity, Angelica, Belfast, Caneadea, and Scio that lie east of the Genesee River.

Schuyler: Only the Townships of Dix, Montour, Orange, Reading and Tyrone.

Tioga: Only the Townships of Barton and Nichols.

WAGES

Per hour:	07/01/2021	06/06/2022
		Additional
Electrician (Base wage)	\$ 38.00	\$ 1.85
Audio,Sound,Teledata	38.00	1.85

SHIFT WORK / SINGLE IRREGULAR WORK SHIFT:

When shift work or a single irregular work shift is mandated in the job specifications or by the contracting agency, the following journeyman hourly rates apply. The starting hours of a shift may be adjusted up to two (2) hours in order to meet the needs of the contracting agency.

Between the hours

of 8:00AM and 4:30PM No Premium

Between the hours

of 4:30PM and 1:00AM 12.5% Premium

Between the hours

of 12:30AM and 9:00AM 25% Premium

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):

Additional \$1.00 per hour for high work defined as work being done more than 35' above the floor where electricians are working on Tooth Picks, Structural Steel, Temporary Platforms, Swinging Scaffolds and Boatswain Chairs.

Additional \$1.00 per hour for work in shafts 25' deep and in tunnels 50' long under construction.

Additional \$2.00 per hour for work inside or on Towers, Smoke Stacks and Wind Turbine Generators over 100' high.

Additional \$2.00 per hour for work in hazardous locations requiring supplied air (other than Class A) and any other type of respiratory equipment required for Class B or Class C as defined in OSHA Standards.

Additional \$3.00 per hour for work in hazardous locations requiring Class A supplied air as defined in OSHA Standards.

SUPPLEMENTAL BENEFITS

Per hour: Journeyman

07/01/2021 \$ 20.05 plus \$ 7.00* plus 3% of hourly wage

*Subject to SAME PREMIUM as overtime work

OVERTIME PAY

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

* Work performed on Saturday shall be paid at one and one-half of the hourly rate for the first ten hours, then two times the hourly rate

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

HOLIDAY

See (1) on HOLIDAY PAGE Paid: Overtime: See (5, 6, 23) on HOLIDAY PAGE

When the holiday falls on Saturday, it shall be recognized and celebrated as such on the Friday before and when the holiday falls on Sunday, it shall be recognized and celebrated as such on the following Monday (December 24th excluded).

REGISTERED APPRENTICES

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

1st	2nd	3rd	4th	5th
45%	50%	60%	70%	80%

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):

Additional \$1.00 per hour for high work defined as work being done more than 35' above the floor where electricians are working on Tooth Picks, Structural Steel, Temporary Platforms, Swinging Scaffolds and Boatswain Chairs.

Prevailing Wage Rates for 07/01/2021 - 06/30/2022 Last Published on May 01 2022

Additional \$2.00 per hour for work inside or on Towers, Smoke Stacks and Wind Turbine Generators over 100' high.

Additional \$1.00 per hour for work in shafts 25' deep and in tunnels 50' long under construction.

Additional \$3.00 per hour for work in hazardous locations requiring Class A supplied air as defined in OSHA Standards.

Additional \$2.00 per hour for work in hazardous locations requiring supplied air (other than Class A) and any other type of respiratory equipment required for Class B or Class C as defined in OSHA Standards.

SUPPLEMENTAL BENEFITS per hour:

07/01/2021

1st term \$12.05 plus 3% of hourly wage

 2nd term
 \$16.05 plus \$3.50* plus 3% of hourly wage

 3rd term
 \$16.85 plus \$4.20* plus 3% of hourly wage

 4th term
 \$17.65 plus \$4.90* plus 3% of hourly wage

 5th term
 \$18.45 plus \$5.60* plus 3% of hourly wage

2-139

Elevator Constructor 05/01/2022

JOB DESCRIPTION Elevator Constructor DISTRICT 5

ENTIRE COUNTIES

Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates

WAGES

Per hour worked: 07/01/2021

Elevator Constructor \$ 52.41 Helper 36.69

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

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

SUPPLEMENTAL BENEFITS

Per hour:

\$ 35.825*

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

REGISTERED APPRENTICES

850 hours terms at the following percentage of journeyman's wage.

2nd 4th 5th 6th 7th 8th 1st 3rd 50%* 55% 65% 65% 70% 70% 80% 80%

*Zero benefits paid for first term.

Supplemental Benefits per hour:

\$ 35.825*

5-27

Glazier 05/01/2022

JOB DESCRIPTION Glazier

DISTRICT 5

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2021

^{*}Subject to SAME PREMIUM as overtime work

^{**} IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **

^{*}Add 6% of regular hourly rate for all hours worked.

^{*}Add 6% of regular hourly rate for all hours worked

Glazier

\$ 26.00

** IMPORTANT NOTICE **

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 25.60

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

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

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

Supplemental Benefits per hour:

1st term	\$ 12.14
2nd term	12.69
3rd term	13.36
4th term	13.91
5th term	14.65
6th term	15.20
7th term	15.93
8th term	17.03

5-677z3

Insulator - Heat & Frost 05/01/2022

JOB DESCRIPTION Insulator - Heat & Frost DISTRICT 7

ENTIRE COUNTIES

Livingston, Monroe, Ontario, Orleans, Steuben, Wayne, Yates

PARTIAL COUNTIES

Genesee: Only the Townships of Batavia, Bergen, Bethany, Byron, Elba, Leroy, Pavilion Stafford and City of Batavia.

WAGES

 Per hour:
 07/01/2021
 06/01/2022
 06/01/2023
 06/01/2024

 Additional
 Additional
 Additional
 Additional

 Asbestos Installer
 \$ 33.26
 \$ 1.55
 \$ 1.55
 \$ 1.55

Insulation Installer

(On mechanical systems only)

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 24.61

OVERTIME PAY

See (B, E, *Q) on OVERTIME PAGE *Triple time for Labor Day if worked.

HOLIDAY

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

When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, then the previous Friday shall be observed as the holiday.

REGISTERED APPRENTICES

WAGES: (1) year terms at the following wage rates.

1st year	\$ 16.63
2nd year	19.96
3rd year	23.28
4th year	26.61
5th year	29.93

SUPPLEMENTAL BENEFITS per hour worked:

Appr. First 1000 Hours	\$ 12.07
Appr. Rest of 1st year	13.54
Appr. 2nd year	23.11
Appr. 3rd year	24.11
Appr. 4th year	24.11
Appr. 5th year	24.11

7-26

05/01/2022 Ironworker

JOB DESCRIPTION Ironworker **DISTRICT** 5

ENTIRE COUNTIES

Chemung, Livingston, Monroe, Ontario, Yates

PARTIAL COUNTIES

Allegany: Only the Townships of Birdsall, Burns and Grove.

Genesee: Only the Townships of Batavia, Bergen, Bethany, Byron, Elba, LeRoy, Oakfield, Pavillion, Stafford.

Genesee: Only the Townships of Batavia, Bergen, Bethany, Byron, Elba, Lercoy, Oakheid, Pavillon, Stahord.

Orleans: Only the Townships of Albion, Barre, Carlton, Clarendon, Gaines, Kendall, Murray, and Village of Holley.

Schuyler: Only the Townships of Dix, Orange, Reading and Tyron.

Steuben: Only the Townships of Addison, Avoca, Bath, Bradford, Cameron, Campbell, Caton, Cohocton, Corning, Dansville, Erwin, Hornby, Lindley, Prattsburg, Pulteney, Rathbone, Thurston, Tuscarora, Urbana, Wayland, Wayne, Wheeler, Woodhull.

Wayne: Only the Townships of Arcadia, Lyons, Macedon, Marion, Ontario, Palmyra, Sodus, Walworth, Willamson and Village of Newark.

Wyoming: Only the Townships of Castile, Covington, Middlebury, Perry.

WAGES Dor hour

Per hour:	07/01/2021
Structural	\$ 29.50
Reinforcing	29.50
Ornamental	29.50
Fence Erector	29.50
Welder	29.50
Sheeter	29.75
Stone Derrick Man	29.50
Mach. Mov./Rigger	29.50
Precast Concrete Erector	29.50
Window/Curtainwall Erector	29.50
Pre-Engineered Building	29.50

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply

10% for second shift work from 2:00PM - 7:00PM

15% for third shift work from 7:00PM - 12:00AM

When a single irregular shift is worked outside the standard workday with the start times based on second and third shifts, a 10% premium on hours worked applies.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$30.72

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

One year terms at the following rates.

1st. 2nd. 3rd. 4th. 19.50 21.50 23.50 25.50

Supplemental Benefits per hour:

Appr. 1st year	\$ 12.23
Appr. 2nd year	19.90
Appr. 3rd year	20.96
Appr. 4th year	22.02

5-33.1

<u>Ironworker</u> 05/01/2022

JOB DESCRIPTION Ironworker DISTRICT 3

ENTIRE COUNTIES

Cattaraugus, Chautauqua

PARTIAL COUNTIES

Allegany: Entire county except the Towns of Birdsall, Burns and Grove. Erie: All except the Town of Grand Island north of Whitehaven Road.

Genesee: Only the Townships of Alabama, Alexander, Darien and Pembroke

Steuben: Only the Townships of Canisteo, Freemont, Greenwood, Hartsville, Hornell, Hornellsville, Howard, Jasper, Troupsburg and West

Union

Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle, Gainsville, Java, Orangeville, Pike, Sheldon, Warsaw and Wethersfield.

WAGES

Per hour:	07/01/2021
Structural	\$ 31.90
Ornamental	31.90
Layout	31.90
Rodmen	31.90
Reinforcing	31.90
Welders	31.90
Riggers & Mach. Movers	31.90
Curtain Wall Erector	31.90
Window Erector	29.55
Fence Erector	30.47

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:

10% for second shift work from 2:00PM - 7:00PM

15% for third shift work from 7:00PM - 12:00AM

When a single irregular shift is worked outside the standard workday with the start times based on second and third shifts, a 10% premium on hours worked applies.

SUPPLEMENTAL BENEFITS

Per hour:

Fence erectors \$ 29.13 All others \$ 30.63

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

1st 2nd 3rd 4th \$ 19.50 \$ 21.50 \$ 23.50 \$ 25.50

Supplemental benefits per hour:

1st 2nd 3rd 4th \$ 13.38 \$ 23.18 \$ 24.58 \$ 25.98

3-6

Laborer - Building 05/01/2022

DISTRICT 2

JOB DESCRIPTION Laborer - Building

ENTIRE COUNTIES

Broome, Chemung, Steuben

PARTIAL COUNTIES

Chenango: Entire County except the Townships of Sherburne, Columbus and New Berlin.
Delaware: Only the Townships of Sidney, Masonville, Walton, Tompkins, Deposit, Hancock and Colchester.

Schuyler: Entire County except the Township of Catherine and the Village of Odessa.

Tioga: Entire County except the Townships of Candor and Spencer.

WAGES

Per hour:

GROUP #1: Basic Laborer - excavation, concrete vibrator, power-driven buggie, demolition (including acetylene torch work) that is customarily done by a laborer

GROUP #2: Air Tool Operators, Mason Tenders

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

GROUP #4: Asbestos, Hazardous, Toxic Waste, Lead and Mold Remediation

07/01/2021

GROUP #1	\$ 24.75
GROUP #2	25.25
GROUP #3	26.25
GROUP #4	26.25

IMPORTANT NOTE: Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman: \$ 20.10

OVERTIME PAY

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

*If working four (4) ten (10) hour days the make up day will be on Friday.

HOLIDAY

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

When a Holiday falls on Sunday it shall be observed on the following Monday.

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

\$ 12.35
13.60
14.85
16.10

2-785 (7)

Laborer - Heavy&Highway

05/01/2022

DISTRICT 2

JOB DESCRIPTION Laborer - Heavy&Highway

ENTIRE COUNTIES

Broome, Chemung, Cortland, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES

Chenango: Entire County except the Townships of Sherburne, Columbus and New Berlin.

Delaware: Only the Townships of Sidney, Masonville, Walton, Tompkins, Deposit, Hancock and Colchester.

WAGES

Per hour:

GROUP A: Drill Helper, Flagman, Outboard and Hand Boats.

GROUP B: Basic Rate, Bull Float (where used for strike off only), Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steel Mesh, Small Generators for Laborers Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operators (1-1/2" & Single Diaphragm), Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, 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 (slab steel forms on highways, roads, streets & airport runways), Stone or Granite Curb Setters.

GROUP E: Hazardous Waste defined as when an employee performs hazardous waste removal, lead abatement and removal, asbestos abatement and removal work on State and/or Federally designated waste site, and were relevant State and/or Federal regulations require employees to use or wear required forms of personal protection.

		07/01/2021
GROUP	Α	\$ 31.30
GROUP	В	31.50
GROUP	С	31.70
GROUP	D	31.90
GROUP	E	34.00

NOTE ADDITIONAL AMOUNTS FOR THE FOLLOWING CONDITIONS:

- A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$2.50 per hour.
- When an employee is required by the employer and/or by the material data safety sheets of a product, during its application, to wear a half or full face replaceable cartridge respirator for more then (2) hours, then in such case said employee(s) will be paid the Group E rate for the shift.

IMPORTANT NOTE: Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 22.61

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

If Holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on Saturday, it will be celebrated on Saturday.

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

SUPPLEMENTAL BENEFITS per hour:

1st term	\$ 19.61
2nd term	20.36
3rd term	21.11
4th term	21.86

2-785h

<u>Laborer - Tunnel</u> 05/01/2022

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 2

ENTIRE COUNTIES

Broome, Chemung, Cortland, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES

Chenango: Entire County except the Townships of Sherburne, Columbus, and New Berlin.

Delaware: Only the Townships of Sidney, Masonville, Walton, Tompkins, Deposit, Hancock and Colchester.

WAGES

Per hour:

GROUP A: Change House Man

GROUP B: Miners and all Machine Men, Safety Miner, All Shaft work, Caisson work, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting pot to nozzle, Bit Grinder, Signal Man (top and bottom), Concrete Man, Shield Driven Tunnels, mixed face and soft ground, liner plate tunnels in free air.

GROUP C: Blaster

GROUP D: Hazardous waste removal work on a State and/or Federally designated waste site where relevant State and/or Federal regulations require employees to use or wear required forms of personal protection.

07/01/2021

Group A	\$ 34.48
Group B	34.68
Group C	36.98
Group D	37.18

NOTE ADDITIONAL AMOUNTS FOR THE FOLLOWING CONDITIONS:

- A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$2.50 per hour.
- When an employee is required by the employer and/or by the material data safety sheets of a product, during its application, to wear a half or full face replaceable cartridge respirator for more then (2) hours, then in such case said employee(s) will be paid the Group D rate for the shift.

IMPORTANT NOTE: Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 22.61

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

If the holiday falls on Saturday, it will be celebrated on Friday. If the holiday falls on Sunday, it will be celebrated on Monday

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

1st Term	\$ 7.25
2nd Term	7.25
3rd Term	15.01
4th Term	22.61

2-785T

Lineman Electrician 05/01/2022

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

	07/01/2021	05/02/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 54.70	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	54.70	56.00	57.40	58.90
Welder, Cable Splicer	54.70	56.00	57.40	58.90
Digging Mach. Operator	49.23	50.40	51.66	53.01
Tractor Trailer Driver	46.50	47.60	48.79	50.07
Groundman, Truck Driver	43.76	44.80	45.92	47.12
Equipment Mechanic	43.76	44.80	45.92	47.12
Flagman	32.82	33.60	34.44	35.34

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

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

Lineman, Technician	\$ 54.70	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	54.70	56.00	57.40	58.90
Cable Splicer	60.17	61.60	63.14	64.79
Certified Welder -				
Pipe Type Cable	57.44	58.80	60.27	61.85
Digging Mach. Operator	49.23	50.40	51.66	53.01
Tractor Trailer Driver	46.50	47.60	48.79	50.07
Groundman, Truck Driver	43.76	44.80	45.92	47.12
Equipment Mechanic	43.76	44.80	45.92	47.12
Flagman	32.82	33.60	34.44	35.34

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

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

Lineman, Tech, Welder	\$ 56.02	\$ 57.32	\$ 58.72	\$ 60.22
Crane, Crawler Backhoe	56.02	57.32	58.72	60.22
Cable Splicer	61.62	63.05	64.59	66.24
Certified Welder -				
Pipe Type Cable	58.82	60.19	61.66	63.23
Digging Mach. Operator	50.42	51.59	52.85	54.20
Tractor Trailer Driver	47.62	48.72	49.91	51.19
Groundman, Truck Driver	44.82	45.86	46.98	48.18
Equipment Mechanic	44.82	45.86	46.98	48.18
Flagman	33.61	34.39	35.23	36.13

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

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

Lineman, Tech, Welder \$ 57.21 \$ 58.51 \$ 59.91 \$ 61.41

			Otoubon oounty
57.21	58.51	59.91	61.41
57.21	58.51	59.91	61.41
51.49	52.66	53.92	55.27
48.63	49.73	50.92	52.20
45.77	46.81	47.93	49.13
45.77	46.81	47.93	49.13
34.33	35.11	35.95	36.85
	57.21 51.49 48.63 45.77 45.77	57.21 58.51 51.49 52.66 48.63 49.73 45.77 46.81 45.77 46.81	57.21 58.51 59.91 51.49 52.66 53.92 48.63 49.73 50.92 45.77 46.81 47.93 45.77 46.81 47.93

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

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

1ST SHIFT 8:00 AM to 4:30 PM REGULAR RATE

2ND SHIFT 4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 % 3RD SHIFT 12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

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

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	\$25.40	\$ 25.90	\$ 26.40	\$ 26.90
	*plus 7% of	*plus 7% of	*plus 7% of	*plus 7% of
	hourly Wage	hourly wage	hourly wage	hourly wage
Journeyman Lineman or	\$ 26.40	\$ 27.90	\$ 29.40	\$ 30.90
Equipment Operators	*plus 7% of	*plus 7% of	*plus 7% of	*plus 7% of
with Crane License	hourly wage	hourly wage	hourly wage	hourly wage

^{*}The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY

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

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

HOLIDAY

Paid See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2021	05/02/2022	05/01/2023	05/06/2024
\$25.40	\$ 25.90	\$ 26.40	\$ 26.90
*plus 7% of	*plus 7% of	*plus 7% of	*plus 7% of
hourly Wage	hourly wage	hourly wage	hourly wage

^{*}The 7% is based on the hourly wage paid, straight time or premium time.

6-1249a

Lineman Electrician - Teledata 05/01/2022

JOB DESCRIPTION Lineman Electrician - Teledata ENTIRE COUNTIES

DISTRICT 6

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

WAGES

Per hour:

For outside work, stopping at first point of attachment (demarcation).

07/01/2021

Cable Splicer	\$ 34.78
Installer, Repairman	\$ 33.01
Teledata Lineman	\$ 33.01
Tech., Equip. Operator	\$ 33.01
Groundman	\$ 17.50

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

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

1ST SHIFT REGULAR RATE

2ND SHIFT REGULAR RATE PLUS 10% 3RD SHIFT REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 5.14

*plus 3% of wage paid

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

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

6-1249LT - Teledata

DISTRICT 6

Lineman Electrician - Traffic Signal, Lighting

05/01/2022

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

ENTIRE COUNTIES

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

WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Groundman Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/groundman truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only. (Ref #14.01.01)

Per hour: 07/01/2021 05/02/2022 05/01/2023 05/06/2024

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

Lineman, Technician	\$ 47.15	\$ 48.19	\$ 49.32	\$ 50.54
Crane, Crawler Backhoe	47.15	48.19	49.32	50.54
Certified Welder	49.51	50.60	51.79	53.07
Digging Machine	42.44	43.37	44.39	45.49
Tractor Trailer Driver	40.08	40.96	41.92	42.96
Groundman, Truck Driver	37.72	38.55	39.46	40.43
Equipment Mechanic	37.72	38.55	39.46	40.43
Flagman	28.29	28.91	29.59	30.32

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.

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

1ST SHIFT 8:00 AM TO 4:30 PM REGULAR RATE

2ND SHIFT 4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3% 3RD SHIFT 12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4%

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

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

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	\$25.40 *plus 7% of	\$ 25.90 *plus 7% of	\$ 26.40 *plus 7% of	\$ 26.90 *plus 7% of
	hourly Wage	hourly wage	hourly wage	hourly wage
Journeyman Lineman or	\$ 26.40	\$ 27.90	\$ 29.40	\$ 30.90
Equipment Operators	*plus 7% of	*plus 7% of	*plus 7% of	*plus 7% of
with Crane License	hourly wage	hourly wage	hourly wage	hourly wage

^{*}The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY

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

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

HOLIDAY

Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day. Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

05/02/2022

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

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

07/01/2021

SUPPLEMENTAL BENEFITS per hour:

0770172021	03/02/2022	03/01/2023	03/00/2024
\$25.40	\$ 25.90	\$ 26.40	\$ 26.90
*plus 7% of	*plus 7% of	*plus 7% of	*plus 7% of
hourly Wage	hourly wage	hourly wage	hourly wage

05/01/2023

6-1249a-LT

05/06/2024

^{*}The 7% is based on the hourly wage paid, straight time or premium time.

DISTRICT 6

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

ENTIRE COUNTIES

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

WAGES

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

Per hour:	07/01/2021	01/02/2022	12/31/2023
Tree Trimmer	\$ 27.36	\$ 28.25	\$ 29.80
Equipment Operator	24.19	24.98	26.35
Equipment Mechanic	24.19	24.98	26.35
Truck Driver	20.15	20.80	21.94
Groundman	16.59	17.13	18.07
Flag person	12.50*	12.50*	13.03*

^{*}NOTE: Subject to change due to any minimum wage increases. Rate effective 12/31/2021: \$13.20

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

Journeyman	\$ 9.98	\$ 10.23	\$ 10.48
	*plus 3% of	*plus 3% of	*plus 3% of
	hourly wage	hourly wage	hourly wage

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

Paid: See (5, 6, 8, 15) 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 05/01/2022

JOB DESCRIPTION Mason - Building

DISTRICT 5

ENTIRE COUNTIES

Chemung, Schuyler, Steuben

PARTIAL COUNTIES

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

WAGES

Per Hour: 07/01/2021 Building: Bricklayer, Cement \$29.73

Mason, Plasterer, Stone Mason, Tuck Pointer

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 25.89

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

DISTRICT 5

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

1st 2nd 3rd 4th \$ 18.35 \$ 22.81 \$ 24.53 \$ 26.76

Supplemental benefits per hour:

1st 2nd 3rd 4th \$ 23.89 \$ 23.89 \$ 25.14 \$ 25.89

5-3b - Co - Z2

Mason - Heavy&Highway

05/01/2022

JOB DESCRIPTION Mason - Heavy&Highway

TOD DESCRIPTION Wason - Heavy aring riwa

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

Niagara: Only the Bricklayer classification applies.

WAGES

Per hour: 07/01/2021

Heavy & Highway:

Cement Mason \$ 32.53 Bricklayer 32.53

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$23.13

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental benefits per hour:

 1st term
 \$ 14.13

 2nd - 4th term
 23.13

5-3h

Mason - Tile Finisher 05/01/2022

JOB DESCRIPTION Mason - Tile Finisher ENTIRE COUNTIES

DISTRICT 5

Prevailing Wage Rates for 07/01/2021 - 06/30/2022 Last Published on May 01 2022

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

PARTIAL COUNTIES

Allegany: Towns of Alfred, Almond, Andover and Burns.

WAGES Wages

Per hour: 07/01/2021

Building:

Marble, Slate, Terrazzo \$27.86

and Tile Finisher

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 18.86

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

1st 2nd 3rd \$ 16.72 \$ 19.50 \$ 22.29

Supplemental benefits per hour:

5-3TF - Z4

Mason - Tile Setter 05/01/2022

JOB DESCRIPTION Mason - Tile Setter

DISTRICT 5

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Allegany: Towns of Alfred, Almond, Andover and Burns.

WAGES

Wages

Per Hour: 07/01/2021 Building:

Marble, Slate, Terrazzo \$ 30.69

and Tile Setter

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$21.81

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

1st 2nd 3rd 4th \$ 18.41 \$ 21.48 \$ 24.55 \$ 27.62

Supplemental benefits per hour:

1st 2nd 3rd 4th \$ 12.70 \$ 12.79 \$ 21.63 \$ 21.72

5-3TS - Z4

JOB DESCRIPTION Millwright

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2021

Building \$30.75 Heavy & Highway* 32.75

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 he/she is directed to perform certified welding.
- On Building projects, 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 an additional \$1.50 per hour.
- H/H work performed on hazardous waste sites where employees are required to wear protective gear shall receive an additional \$2.00 per hour over the Millwright H/H rate for all hours worked on the day protective gear was worn.
- 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:

Journeyman \$ 25.30

OVERTIME PAY

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

*NOTE - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

HOLIDAY

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

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

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

 Appr. 1st year
 60 %*

 Appr. 2nd year
 70 %*

 Appr. 3rd year
 80 %*

 Appr. 4th year
 90 %*

*NOTE: Additional premium for the following work listed below:

Certified Welder \$ 1.75 Hazardous Waste Work (bldg) 1.50

^{*} Effective 5/01/2019, all Heavy & Highway (H/H) Millwright construction will be paid at the rate indicated above.

DISTRICT 7

Hazardous Waste Work (H/H)	2.00
Machinist	2.00
Underground	1.00
(500' and below)	

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.56
Appr. 2nd year	21.18
Appr. 3rd year	22.55
Appr. 4th year	23.93

6-1163

Operating Engineer - Building

05/01/2022

JOB DESCRIPTION Operating Engineer - Building

ENTIRE COUNTIES

Allegany, Chemung, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates

PARTIAL COUNTIES

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 1: Air Tugger; All terrain telescoping material handler; Barber Green and similar type machines; Clamshell; Dragline Shovel and similar machines over three-eighths cu.yd. capacity (Factory rating); Carrier mounted Backhoes that swing 360 degrees; Big Generator Plant Hoist (on steel erection); Bridge Crane (all types); Cableway; Caisson auger and similar type machine; Crane (only those under 5 ton with no NYS license required. All others, see CRANE rates below); Derrick; Dredge; Excavator all purpose hydraulically operated; Forklift (with Factory rating of 15' or more of lift); Hoist (on steel erection); Hydraulic/Krupp Drill; Mucking Machines; Remote controlled Excavator with attachments (Brokk type or similar); Ross Carrier (and similar type); Three-Drum Hoist (when all three drums are in use)

CLASS 2: A-Frame Truck; Backfilling Machine; Backhoe (tractor mounted); Belt Crete (and similar type machines); Bituminous spreading machine (3/8 yd. capacity or less factory rating); Bulldozer; Carry-all type Scraper; Compressors (four (4) not to exceed 2000 CFM combined capacity) or (three (3) or less with more than 1200 CFM but not to exceed 2000 CFM); Concrete Mixer; Concrete Placer; Concrete Pump; Mini Locomotives (all types); Elevating Grader; Elevator; Fine Grade and Finish Rollers; Fine Grade Machines (all kinds); Forklift with factory rating of less than 15' of lift; Front End Loader; Gunite Pumping Machine; High Pressure Boiler; Hoist (1 or 2 drums); Maintenance Engineer (Mechanic); Mechanical Slurry Machine (all kinds); Mega Mixers and similar type machines; Motor Grader; Post Hole Digger; Pumps (regardless of motive power) no more than four (4) in number not to exceed twenty (20) inches in total capacity (not to include single electric pumps up to and including four (4) inches); Shot Crete Pumping Machine; Side Boom; Tractor; Skid Steer Loader (including attachments); Stoner Crusher; Tournadozer and similar types; Tournapull and similar types; Trenching Machines; Welder; Well Drill; Well Point System

CLASS 3: Compressors - any combination (Not to exceed three (3) pieces of equipment or not to exceed 1200 CFM combined capacity); Fireman; Longitudinal Float; Mechanical Heater; Pumps (regardless of motive power, no more than three (3) in number, not to exceed twelve (12) inches total capacity); Roller (fill and grade); Rubber Tired Tractor; Welding Machine (except gas driven up to 300 amp); Mechanical Conveyor (over 12 ft. in length)

CLASS 4: Junior Engineers/Oilers

Per hour:	07/01/2021	07/01/2022
Master Mechanic	\$ 37.73	\$ 38.66
CLASS 1	35.73	36.66
CLASS 2	34.93	35.86
CLASS 3	32.23	33.16
CLASS 4	27.67	28.60

CRANES: Cable and Hydraulic, Climbing and Tower:

CLASS A1**	\$ 40.23**	\$ 41.16**
Tower Crane	42.73	43.66
Boom Truck***	39.96	40.89

NOTE: Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

** TONNAGE PREMIUMS:

All cranes 5-64 tons: no premium All cranes 65-199 tons: Add \$1.50 All cranes 200-399 tons: Add \$2.50 All cranes 400 tons and over: Add \$3.50

*** For Boom Trucks up to and including 99 tons.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 31.49 \$ 32.59

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

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

1st year 60% of CLASS 3 rate
2nd year 65% of CLASS 3 rate
3rd year 75% of CLASS 2 rate
4th year 80% of CLASS 1 rate

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: Same as Journeyman

7-158-832B

Operating Engineer - Building - Excavating & Paving

05/01/2022

JOB DESCRIPTION Operating Engineer - Building - Excavating & Paving

DISTRICT 7

ENTIRE COUNTIES

Allegany, Chemung, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates

PARTIAL COUNTIES

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

NOTE: The following rates apply to "Site Work" which may include site preparation, grading, underground work, athletic fields, paving, skateboard parks and all other work outside the footprint of any building.

This wage schedule does not cover Hazardous Waste Removal work, See Heavy/Highway schedule (7-158-832H)

CLASS A: All terrain Telescoping Material Handler; Asphalt Paver; Automatic Fine Grader; Backhoe (except tractor mounted-rubber tired); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Cherry Picker (over 5 ton capacity); Crane; Cranes and Derricks (steel erection); Dragline; Dual Drum Paver; Excavator (all purpose-hydraulically operated); Front End Loader (4 cu. yd. and over); Hoist (two or three drum); Hydro-Axe; Hydraulic/Krupp Drill; Pile Driver; Power Grader (with elevating loader attachment); Quarry Master (or equivalent); Remote controlled Excavator with attachments; Shovel; Slip Form Paver (if a second man is needed, he shall be an Oiler); Tractor Drawn Belt-Type Loader; Truck Crane; Tunnel Shovel

CLASS B: Articulated off-road Material Hauler; Backhoe (tractor mounted-rubber tired); Bituminous Spreader and Mixer; Blacktop Plant (non-automated); Boring Machine; Cage Hoist; Central Mix Plant (non-automated) and all Concrete Batching Plants; Cherry Picker (5 tons and under); Compressor (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Paver (over 16'); Concrete Pump; Crusher; Drill Rigs (tractor mounted); Front-end Loader (under 4 cu. yd.); Hi-pressure Boiler (15 lbs. and over); Hoist (one drum); 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); Maintenance Engineer; Maintenance Grease Man; Mechanical Slurry Machine; Mixer for stabilized base (self-propelled); Monorail Machine; Plant Engineer; Power Broom; Power Grader; Pump Crete, Ready Mix Concrete Plant; Road Widener; Roller (all above sub-grade); Side Boom; Skid Steer Loader (including attachments); Tractor Scraper; Tractor with Dozer and/or Pusher; Trencher; Vacuum Truck; Winch

CLASS C: Compressors (4 not to exceed 2,000 c.f.m. combined capacity) or (3 or less with more than 1,200 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, Welding Machines (four of any type or combination); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point Systems; Farm Tractor with accessories; Fine Grade Machine; Fork Lift; Gunite Machine; Hammers (Hydraulic self-propelled); Locomotive; Post Hole Digger and Post Driver; Pumps (regardless of motive power, not more than 4 in number not to exceed 20" in total capacity); Submersible Electric Pumps (when used in lieu of well Points); Tractor with towed accessories; Vibrator Compactor; Vibro Tamp; Well Point

CLASS D: Compressor (any size, but subject to other provisions for compressors), Dust Collectors, Generator, Welding machines (three or less of any type or combination); Concrete Mixer (16' and under); Concrete Saw (self-propelled); Form Tamper; Mulching Machine; Power Heaterman; Pumps (regardless of motive power no more than 3 in number not to exceed 12" in total capacity); Revinius Widener; Steam Cleaner; Tractor

CLASS E: Junior Engineer/Oiler

Per hour:	07/01/2021	07/01/2022
Master Mechanic	\$ 35.74	\$ 36.62
CLASS A	33.74	34.62
CLASS B	33.27	34.15
CLASS C	32.58	33.46
CLASS D	29.09	29.97
CLASS E	27.86	28.74

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 31.14 \$ 32.24

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

7-158-832BEX

Operating Engineer - Heavy&Highway

05/01/2022

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 7

ENTIRE COUNTIES

Allegany, Chemung, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates

PARTIAL COUNTIES

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

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 A: Asphalt Curb Machine (self-propelled, slipform); Asphalt Paver; Automated Concrete Spreader (CMI type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Backhoe Excavator, Full Swing (CAT 212 or similar type); Back Filling Machine; Belt Placer (CMI type); Blacktop Plant (automated); Boom Truck; Bulldozer (being operated with active GPS); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Cherry Picker*; Concrete Curb Machine (self-propelled, slipform); Concrete Pump; Crane*; Derricks*; Directional Boring/Drilling Machine; Dragline*; Dredge; Dual Drum Paver; Excavator (all purpose-hydraulic, Gradall or similar); Front End Loader (4 cu. yd. & over); Head Tower (Sauerman or equal); Hoist (two or three drum); Holland Loader; Maintenance Engineer; Mine Hoist; Mucking Machine or Mole; Overhead Crane* (gantry or straddle type); Pavement Breaker (SP Wertgen; PB-4 and similar type); Profiler (over 105 h.p.); Pile Driver*; Power Grader; Quad 9; Quarry Master (or equivalent); Scraper; Shovel; Side Boom; Slip Form Paver; Tractor Drawn Belt-Type Loader; Truck Crane*; Truck or Trailer Mounted Chipper (self-feeder); Tug Operator (manned rented equipment excluded); Tunnel Shovel

CLASS 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); Boring Machine; Bridge Deck Finishing Machine; Brokk; Cage Hoist; Central Mix Plant (non-automated) and All Concrete Batching Plants; Concrete Paver (over 16'); Crawler Drill (self-contained); Crusher; Diesel Power Unit; Drill Rigs (truck or tractor mounted); Front End Loader (under 4 cu. yd.); Greaseman - Lubrication Engineer; HiPressure Boiler (15 lbs & over); Hoist (one drum); Hydro-Axe; Kolman Plant Loader & similar type loaders; Locomotive; Material Handling Knuckle Boom; Mini-Excavator (under 18,000lbs); Mixer (for stabilized base, self-propelled); Monorail Machine; Profiler (105 h.p. and under); Plant Engineer; Prentice Loader; 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 Saws (ride-on, any size or type); Welder; Winch and Winch Cat; Work Boat Operator including L.C.M.'s

CLASS C: "A" Frame Winch Hoist (On Truck); Aggregate Plant; Articulated Heavy Hauler; Asphalt or Concrete Grooving Machine (ride-on); Ballast Regulator (ride-on); Bituminous Heater (self-propelled); Boat (powered); Boiler (used in conjunction with production); Cement & Bin Operator; Compressors**; Concrete Pavement Spreader and Finisher; Concrete Paver or Mixer (16' & under); Concrete Saw (self-propelled); Conveyor; Deck Hand; Directional Boring/Drilling Machine Locator; Drill (Core); Drill (Well); Dust Collectors**; Electric Pump When Used in Conjunction with Well Point System; Farm Tractor with accessories; Fine Grade Machine; Fireman; Fork Lift; Form Tamper; Generators**; Grout Pump; Gunite Machine; Hammers (hydraulic self-propelled); Heaters**; Hydra-Spiker (ride-on); Hydraulic Pump (jacking system); Hydro-Blaster (water); Light Plants**; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Post Hole Digger (excluding handheld); Post Driver; Power Broom (towed); Power Heaterman; Power Sweeper; Pumps**; Revinius Widener; Roller (subgrade & fill); Scarifier (ride-on); Shell Winder; Skid Steer Loader (Bobcat or similar); Span Saw (ride-on); Steam Cleaner; Tamper (ride-on); Tie Extractor (ride-on); Tie Handlers (ride-on); Tie Inserters (ride-on); Tie Spacers (ride-on); Tire Repair; Track Liner (ride-on); Tractor; Tractor (with towed accessories); Vacuum Machine (self-propelled); Vibratory Compactor; Vibro Tamp; Welding Machines**; Well Point

**CLASS C NOTE: Considered Hands-Off(unmanned). Includes only operation and maintenance of the equipment.

Per hour:	07/01/2021	07/01/2022
Master Mechanic	\$ 47.29	\$ 48.89
CLASS A*	45.86	47.46
CLASS B	45.15	46.75
CLASS C	42.29	43.89

- (*) Premiums for CRANES are based upon Class A rates with the following premiums:
- ---Additional \$4.00 per hr for Tower Cranes, including self erecting.
- ---Additional \$3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.
- ---Additional \$2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

Additional \$2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SINGLE IRREGULAR WORK SHIFT: Additional \$2.50 per hour for all employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

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

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

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2021 07/01/2022 Journeyman \$ 31.93 \$ 33.08

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

NOTE: If a holiday falls on Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES

WAGES: (1000) hour terms at the following percentage of Journeyman's CLASS B wage.

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

Additional \$2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

7-158-832H

Operating Engineer - Survey Crew

05/01/2022

DISTRICT 12

JOB DESCRIPTION Operating Engineer - Survey Crew

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.

07/01/2021

Party Chief \$45.84 Instrument Person 42.11 Rod Person 31.21

Additional \$3.00/hr. for Tunnel Work Additional \$2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 27.20

OVERTIME PAY

See (B, E, P, *X) on OVERTIME PAGE

*Note: \$23.60/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:

07/01/2021

0-1000 60% 1001-2000 70% 2001-3000 80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000 \$ 18.73 / PHP \$16.53 1001-2000 21.85 / " 18.95 2001-3000 24.97 / " 21.43

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

05/01/2022

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.

07/01/2021

Party Chief \$45.84 Instrument Person 42.11 Rod Person 31.21

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 \$ 27.20

OVERTIME PAY

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

*Note: \$23.60/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 percentage of Rod Persons Wage:

07/01/2021

0-1000 60% 1001-2000 70% 2001-3000 80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000 \$ 18.73 / PHP \$16.53 1001-2000 \$ 21.85 / " 18.95 2001-3000 \$ 24.97 / " 21.43

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

DISTRICT 7

Operating Engineer - Tunnel

05/01/2022

JOB DESCRIPTION Operating Engineer - Tunnel

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to 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 Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor

Per hour:	07/01/2021	07/01/2022
Master Mechanic	\$ 51.00	\$ 52.60
CLASS A	48.59	50.19
CLASS B	47.37	48.97
CLASS C	44.58	46.18
CLASS D	41.57	43.17

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection. Fringe benefits will be paid at the hourly wage premium.

CRANES:

Crane 1: All cranes, including self-erecting to be paid \$4.00 per hour over the Class A rate.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer"s rating of fifty (50) ton and over to be paid \$3.00 per hour over Class A rate.

Crane 3: All hydraulic cranes and derricks with a manufacturer"s rating of forty nine (49) ton and below, including boom trucks, to be paid \$2.00 per hour over Class A rate.

Crane 1	\$ 52.59	\$ 54.19
Crane 2	51.59	53.19
Crane 3	50.59	52.19
SUPPLEMENTAL Per hour:	BENEFITS	
	\$ 22.80	\$ 23.70
	+ 9.10*	+ 9.35*

^{*} This portion of benefits subject to same premium rate 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 If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyman's Class B wage.

1st term 60% 2nd term 65% 3rd term 70% 4th term 75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

7-158-832TL.

Painter 05/01/2022

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2021

 Bridge
 \$ 40.00

 Tunnel
 40.00

 Tank*
 38.00

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

\$ 29.20

OVERTIME PAY

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

All other work See (B, F*, R) on OVERTIME PAGE.

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental benefits per hour:

1st & 2nd terms	\$ 5.50	\$ 5.51
3rd & 4th terms	5.50	5.51
5th & 6th terms	6.50	6.51

3-4-Bridge, Tunnel, Tank

Painter 05/01/2022

JOB DESCRIPTION Painter

DISTRICT 2

ENTIRE COUNTIES

Chemung, Schuyler

PARTIAL COUNTIES

Steuben: Only the Townships of Addison, Bath, Bradford, Cameron, Campbell, Caton, Corning, Erwin, Hornby, Lindley, Rathbone and Thurston.

WAGES

Per hour:

07/01/2021

Journeyman Taper/Painter

\$23.26

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):

- Additional \$ 1.00 per hour for Spray Work (does not apply to application of water-based coatings to walls)
- Additional \$ 1.00 per hour for Swing Chair or Swing Scaffold
- Additional \$ 2.00 per hour for Steeplejack
- Additional \$ 1.00 per hour for Sand Blasting
- Additional \$ 1.00 per hour for Acid or High Pressure Wash
- Additional \$ 1.25 per hour for Paper/Vinyl Hangers
- Additional \$ 1.25 per hour for Structural Steel (buildings) defined as new or old construction where ceilings, walls or the steel itself is to be painted from open trusses which require climbing or crawling without the support of solid scaffolding or scaffolding starting at the floor or ground level.
- Additional \$ 1.25 per hour for Epoxy-brush or roll (solvent base only)
- Additional \$ 2.00 per hour for Drywall Machine Operator

NOTE - SEE BRIDGE PAINTER RATES FOR BRIDGES & TANKS

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 19.75

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

A Holiday that falls on a Sunday will be celebrated on Monday, a holiday that falls on a Saturday will be celebrated on Friday.

REGISTERED APPRENTICES

WAGES:

750 hour terms at the following percentage of Journeyman Taper/Painter:

Painter/Decorator: 750 hour terms at the following percentage of the Journeyman Basic wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	70%	70%	80%	80%	90%	90%

Taper/Drywall Finisher: 750 hour terms at the following percentage of the Journeyman Taper wage rate:

1st 2nd 3rd 4th 5th 6th 60% 60% 70% 70% 75% 85%

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):

- Additional \$ 1.00 per hour for Spray Work (does not apply to application of water-based coatings to walls)
- Additional \$ 1.00 per hour for Swing Chair or Swing Scaffold
- Additional \$ 2.00 per hour for Steeplejack
- Additional \$ 1.00 per hour for Sand Blasting
- Additional \$ 1.00 per hour for Acid or High Pressure Wash
- Additional \$ 1.25 per hour for Paper/Vinyl Hangers
- Additional \$ 1.25 per hour for Structural steel (buildings) defined as new or old construction where ceilings, walls or the steel itself is to be painted from open trusses which require climbing or crawling without the support of solid scaffolding or scaffolding starting at the floor or ground level.
- Additional \$ 1.25 per hour for Epoxy-brush or roll (solvent base only)
- Additional \$ 2.00 per hour for Drywall Machine Operator

SUPPLEMENTAL BENEFITS per hour:

Painter/Decorator:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 2.46	\$ 2.46	\$ 5.46	\$ 5.46	\$ 6.46	\$ 6.46	\$ 6.46	\$ 6.46
Taper/Drywall	Finisher:						
1st	2nd	3rd	4th	5th	6th		
\$ 2.46	\$ 5.46	\$ 5.46	\$ 6.46	\$ 6.46	\$ 6.46		

Painter 05/01/2022

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

Allegany, Erie, Genesee, Niagara, Orleans, Wyoming

PARTIAL COUNTIES

Cattaraugus: Entire County except the Townships of Conewango, Leon, Napoli, New Albion, Randolph and South Valley.

Chautauqua: Only the Townships of Awkright, Dunkirk, Hanover, Pomfret, Portland, Sheridan and Villenova. Livingston: Only the Townships of North Dansville, Nunda, Ossian, Portage, Sparta, Spring Water and West Sparta.

Steuben: Only the Townships of Avoca, Canisteo, Cohocton, Dansville, Fremont, Greenwood, Hartsville, Hornellsville, Howard, Jasper, Prattsburg, Pulteney, Troupsburg, Tuscarora, Urbana, Wayland, Wayne, Woodhull, West Union, Wheeler, and the City of Hornell.

WAGES

Per hour:	07/01/2021
Basic Rate (Brush & Roll)	\$ 28.00
Spray painting, wallcovering	28.00
Abrasive and hydroblasting	28.00
Taping/DryWall Finisher	28.50
Skeleton Steel*	28.75

^{*} Skeleton Steel: No floors, walls or ceiling are constructed, including radio and television towers, flagpoles, smokestacks, cranes and the abatement of coatings with lead, asbestos and/or arsenic, etc. All work within the confines of a plant shall be paid the skeleton steel rate (except in-plant tank work (see Tank Rate)).

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

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

SUPPLEMENTAL BENEFITS

Per hour:

\$ 25.79

OVERTIME PAY

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

All other work See (B, F*, R) on OVERTIME PAGE.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

Painter/Decorator: 750 hour terms at the following percentage of Journeyman's Basic wage rate:

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

Taper/Drywall Finisher: 750 hour terms at the following percentage of Journeyman's Taper wage:

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

Supplemental benefits per hour:

Painter/Decorator and Taper/Drywall Finisher:

1st 2nd 3rd 4th 5th 6th 7th 8th \$ 2.35 \$4.35 \$ 5.35 \$5.85 \$6.35 \$6.85 \$7.35 \$7.60

3-4-Buf, Nia, Olean

Painter - Metal Polisher 05/01/2022

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

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

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

	07/01/2021
Metal Polisher	\$ 37.13
Metal Polisher*	38.23
Metal Polisher**	41.13

^{*}Note: Applies on New Construction & complete renovation ** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

07/01/2021 Per Hour:

Journeyworker:

\$ 10.64 All classification

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE Paid: Overtime:

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

	07/01/2021
1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

^{*}Note: Applies on New Construction & complete renovation

Supplemental benefits:

Per hour:

1st year	\$ 7.39
2nd year	7.39
3rd year	7.39

8-8A/28A-MP

Plumber 05/01/2022

JOB DESCRIPTION Plumber

DISTRICT 5

ENTIRE COUNTIES

Livingston, Monroe, Ontario, Yates

PARTIAL COUNTIES

Allegany: Only the Townships of Alfred, Almond, Andover, Birdsall, Burns, Grove, Independence, that portion of Scio which lies east of RT. 19, Ward, Wellsville, W. Almond and Willing Genesee: Only the Townships of Bergen, Bethany, Byron, Leroy, Pavillion and Stafford.
Orleans: Only the Townships of Albion, Barre, Carlton, Clarendon, Gaines, Kendall and Murray.
Seneca: Only the Townships of Fayette, Junius, Ovid, Romulus, Seneca Falls, Tyre, Varick and Waterloo.
Steuben: Only the Townships of Avoca, Cameron, Canisteo, Cohocton, Dansville, N. Dansville, Freemont, Greenwood, Hartsville, City of Hornell, Hornelsville, Howard, Jasper, Pulteney, Prattsburg, Rathbone, Troopsburg, Tuscarora, W. Union, Wayland, Wheeler and Woodhull. Wayne: Only the Townships of Arcadia (Newark), Galen (Clyde), Huron, Macedon, Marion, Lyons, Ontario, Palmyra, Rose, Sodus, Walworth and Williamson.

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

WAGES

Per hour 07/01/2021 05/01/2022 05/01/2023 Additional Additional

\$ 1.50 \$ 1.50

Plumber \$ 35.38 Steamfitter 35.38

SUPPLEMENTAL BENEFITS

Per hour:

\$ 25.03 Journeyman

NOTE-\$ 4.00 of this amount must be paid at the same premium as the wage for overtime hours.

OVERTIME PAY

Site work & New const. See (B*, E,E2,Q)on OVERTIME PAGE.

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

*Time and one half for work on the day after Thanksgiving.

HOLIDAY

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

REGISTERED APPRENTICES

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

2nd. 3rd. 4th. 5th. 1st 45% 50% 59% 66% 75%

Supplemental Benefits per hour:

1st year \$ 7.70 2nd year 10.23 * 3rd year 11.34** 12.38*** 4th year 5th year 14.33****

5-13-SF

Plumber 05/01/2022

JOB DESCRIPTION Plumber

DISTRICT 6

ENTIRE COUNTIES

Chemung, Cortland, Onondaga, Schuyler, Tompkins

PARTIAL COUNTIES

Madison: Only the Townships of Sullivan, Cazenovia and DeRuyter.

Seneca: Only the Townships of Covert and Lodi.

Steuben: Only the Townships of Addison, Bath, Bradford, Campbell, Caton, Corning, Erwin, Hornby, Lindley, Pulteney, Rathbone, Thurston,

Tuscarora, Urbana and Wayne.

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

WAGES

Per hour: 07/01/2021

Plumber/Steamfitter \$ 36.51 Pipefitter/Welder/HVAC 36.51 Refrigeration 36.51

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

Shifts

7:30AM to 4PM \$ 36.51 1st 2nd 4PM to 12AM **RATE PLUS 15%** 3rd 12AM to 7:30AM **RATE PLUS 20%**

^{*}NOTE-2nd year \$0.75 of this amount must be paid at the same premium as the wage for overtime hours.

^{**}NOTE-3rd year \$1.00 of this amount must be paid at the same premium as the wage for overtime hours.

^{***}NOTE-4th year \$1.35 of this amount must be paid at the same premium as the wage for overtime hours.

^{****}NOTE-5th year \$2.40 of this amount must be paid at the same premium as the wage for overtime hours.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 26.37

OVERTIME PAY

Time and one half for the 9th & 10th hours Monday thru Friday and first 10 hours on Saturday. All other overtime hours are double-time.

HOLIDAY

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

NOTE: If a holiday falls on Saturday, the holiday will be observed on the prior Friday. If a holiday falls on Sunday, it will be observed on the following Monday.

REGISTERED APPRENTICES

WAGES per hour: One year terms

1st 2nd 3rd 4th 5th \$ 18.26 \$ 20.08 \$ 21.91 \$ 25.56 \$ 31.04

SUPPLEMENTAL BENEFITS per hour:

\$ 12.50 \$ 23.06 \$ 23.43 \$ 24.16 \$ 25.27

6-267-SF

Roofer 05/01/2022

JOB DESCRIPTION Roofer DISTRICT 2

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2021 06/01/2022 Additional

Roofer, Waterproofer \$ 28.05 \$ 1.50

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

- On days where more than one shift is worked on the job, the hours worked after 4:30 PM and before 6:30 AM will be paid an additional \$1.90 per hour premium. This premium is not for use in emergency repair situations.
- Premium of \$0.75 per hour will be paid for the application, rip-off or handling of pitch products. The premium will be paid for pitch that is showing, covered or buried on the roof.
- Premium of \$0.70 per hour will be paid when half faced respirator is required by Employer, Building Owner, or Public Entity.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 17.79

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

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

 1st.
 2nd.
 3rd.
 4th.
 5th.
 6th.

 60%
 65%
 70%
 75%
 80%
 90%

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

- On days where more than one shift is worked on the job, the hours worked after 4:30 PM and before 6:30 AM will be paid an additional \$1.90 per hour premium. This premium is not for use in emergency repair situations.
- Premium of \$0.75 per hour will be paid for the application, rip-off or handling of pitch products. The premium will be paid for pitch that is showing, covered or buried on the roof.
- Premium of \$0.70 per hour will be paid when half faced respirator is required by Employer, Building Owner, or Public Entity.

SUPPLEMENTAL BENEFITS per hour:

 1st term
 \$ 14.13

 2nd term
 14.59

 3rd term
 15.05

 4th term
 15.51

 5th term
 15.97

 6th term
 16.87

2-203elmi

Sheetmetal Worker 05/01/2022

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 2

ENTIRE COUNTIES

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

WAGES

Per hour:

07/01/2021

Sheetmetal Worker \$ 32.99 Polyresin Fiberglass 33.09

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman: \$20.91

OVERTIME PAY

See (*B1, Q) on OVERTIME PAGE

*On Saturday, time and one half of the hourly rate for the first ten (10) hours, then two (2) times the hourly wage rate for all hours after ten (10) hours worked.

HOLIDAY

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

Note: Holidays are observed on the Holiday, not on the day that it is locally observed.

REGISTERED APPRENTICES

WAGES per hour: Half Year Terms

Tiali Teal Teillis	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2021	16.50	18.14	19.79	21.44	23.09	24.74	26.39	29.69
SUPPLEMENTAL BEN	FFITS per hour							
OOI I ELIMENTAL BEN	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2021	1.45	1.52	17.33	17.41	17.49	17.57	17.65	17.80 2-112

Sprinkler Fitter 05/01/2022

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 07/01/2021

Sprinkler \$ 36.33

Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$ 27.14

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st \$ 17.48	2nd \$ 19.43	3rd \$ 21.12	4th \$ 23.06	5th \$ 25.00	6th \$ 26.95	7th \$ 28.89	8th \$ 30.83	9th \$ 32.77	10th \$ 34.72
Supplemental	Benefits per l	hour							
1st \$ 8.27	2nd \$ 8.27	3rd \$ 19.22	4th \$ 19.22	5th \$ 19.47	6th \$ 19.47	7th \$ 19.47	8th \$ 19.47	9th \$ 19.47	10th \$ 19.47 1-669

Teamster - Building 05/01/2022

JOB DESCRIPTION Teamster - Building

DISTRICT 6

ENTIRE COUNTIES

Broome, Cayuga, Cortland, Delaware, Onondaga, Seneca, Tompkins, Yates

PARTIAL COUNTIES

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

Chenango: Only the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville. Madison: Only the Townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Nelson and Sullivan.

Oswego: All Townships except Redfield, Boylston and Sandy Creek.

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

Steuben: Only the Townships of Prattsburg, Canisteo, Fremont, Cohoctan, Dansville, Hornell, Hartsville, Greenwood, West Union,

Troupsburg, and Jasper.

Tioga: Only the Townships of Berkshire, Candor, Newark Valley, Nichols, Owego, Richford, and Tioga. All territory east of Nichols/Smithboro to Broome County, within State of New York.

WAGES

GROUP A: Straight Trucks

GROUP B: Tractor Trailer, Farm Tractor, Fuel Truck.

GROUP C: Euclid.

GROUP D: On site Mechanic.

Per hour:	07/01/2021	06/01/2022
Building: (under \$ 5 million*)		
GROUP A	\$ 23.43	\$ 24.43
GROUP B	23.43	24.43
GROUP C	23.43	24.43
GROUP D	23.43	24.43
Building: (over \$ 5 million*)		
GROUP A	\$ 24.48	\$ 25.48
GROUP B	24.58	25.58
GROUP C	24.83	25.83
GROUP D	24.63	25.63

^{*} Total project cost including General Construction, Plumbing, HVAC and Electrical

SUPPLEMENTAL BENEFITS

Per hour:

(under \$5 million*)	\$ 27.86	\$ 28.62
(over \$5 million*)	28.58	29.36

^{*} Total project cost including General Construction, Plumbing, HVAC and Electrical

OVERTIME PAY

(D, O) on OVERTIME PAGE

HOLIDAY

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

6-317

Teamster - Building / Heavy&Highway

05/01/2022

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 7

Chemung, Livingston, Monroe, Ontario, Schuyler, Wayne

PARTIAL COUNTIES

Genesee: Only in the townships of Oakfield, Elba, Batavia, Byron, Alexander, Bethany, Pavilion, Leroy, Stafford, and Bergen Orleans: Only in the townships of Gaines, Carlton, Barre, Kendall, Murray, Clarendon, and Albion.

Steuben: Only the Townships of: Addison, Avoca, Bath, Bradford, Cameron, Campbell, Caton, Corning, Erwin, Hornby, Howard, Lindley, Pulteney, Rathbone, Thurston, Tuscarora, Urbana, Wayland, Wayne, Wheeler, and Woodhull Tioga: Only from Nichols/Smithboro towards the City of Elmira (west).

Wyoming: Only in the townships of Attica, Orangeville, Wethersfield, Eagle, Genesee Falls, Castile, Ganesville, Perry, Warsaw, Middlebury, Covington, and Pike.

WAGES

There shall be a twelve (12) month carryover from the bid date of the posted wage and fringe benefit rates. However, if the project document contains multiyear rate schedules, the Employer shall be obligated to pay wage rates therein as they become effective.

GROUP #1: Warehousemen*, Yardmen*, Truck helpers, Pickups, Panel trucks, Flatboy material trucks (straight jobs), Single Axle dump trucks, Dumpsters, Material Checkers/Receivers*, Greasers, Tiremen, Mechanics Helpers/Parts Chasers,

GROUP #2: Tandems and Batch Trucks, Mechanics.

GROUP #3: Semi-trailers, Low-Boy trucks, Asphalt distributor trucks, and Agitator, Mixer trucks and Dumpcrete type vehicles, Truck mechanic, Fuel trucks.

GROUP #4: Articulated off-road material hauler, Specialized earth moving equipment, Euclid type, or similar off-highway equipment, where not self-loaded, Straddle (Ross) carrier, and self-contained concrete mobile truck.

GROUP #5: Off-highway Tandem back-dump, Twin engine equipment and double-hitched equipment where not self-loaded.

*NOTE - Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

Per hour:	07/01/2021	07/01/2022	07/01/2023
GROUP #1	\$ 25.38	\$ 26.09	\$ 26.78
GROUP #2	25.43	26.14	26.83
GROUP #3	25.48	26.19	26.88
GROUP #4	25.63	26.34	27.03
GROUP #5	25.78	26.49	27.18

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 personal protection.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 25.27 \$ 25.81 \$ 26.37

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

7-118

Teamster - Building / Heavy&Highway

05/01/2022

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 7

ENTIRE COUNTIES

Chemung, Livingston, Monroe, Ontario, Schuyler, Wayne

PARTIAL COUNTIES

Genesee: Only in the townships of Oakfield, Elba, Batavia, Byron, Alexander, Bethany, Pavilion, Leroy, Stafford, and Bergen

Orleans: Only in the townships of Gaines, Carlton, Barre, Kendall, Murray, Clarendon, and Albion

Steuben: Only the Townships of: Addison, Avoca, Bath, Bradford, Cameron, Campbell, Caton, Corning, Erwin, Hornby, Howard, Lindley, Pulteney, Rathbone, Thurston, Tuscarora, Urbana, Wayland, Wayne, Wheeler, and Woodhull

Tioga: Only from Nichols/Smithboro towards the City of Elmira (west)

Wyoming: Only in the townships of Attica, Orangeville, Wethersfield, Eagle, Genesee Falls, Castile, Ganesville, Perry, Warsaw, Middlebury, Covington, and Pike.

DISTRICT 6

WAGES

There shall be a twelve (12) month carryover from the bid date of the posted wage and fringe benefit rates. However, if the project document contains multiyear rate schedules, the Employer shall be obligated to pay wage rates therein as they become effective.

*NOTE - THIS RATE APPLIES ONLY TO MILLING OPERATIONS (ASPHALT or CONCRETE) WHEN MATERIALS ARE TO BE REMOVED FROM THE PROJECT SITE.

Per hour: 07/01/2021 07/01/2022 07/01/2023

Teamster - Mill Rate \$ 21.67 \$ 22.16 \$ 22.64

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 12.07 \$ 12.38 \$ 12.70

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

7-118-Mill

Teamster - Heavy&Highway 05/01/2022

JOB DESCRIPTION Teamster - Heavy&Highway

ENTIRE COUNTIES

Cayuga, Cortland, Seneca, Tompkins, Yates

PARTIAL COUNTIES

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

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

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 and Parts Chasers, Tandems & Batch Trucks, Mechanics, Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

*NOTE: Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

GROUP 2: Specialized Earth Moving Equipment-Euclid type, or similar off-highway equipment, where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck, Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

Per hour: 07/01/2021

GROUP 1 \$ 28.84 GROUP 2 29.04

NOTE: For all work bid, there shall be a twelve month carryover of the rates in effect at the time of the bid.

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 26.72

OVERTIME PAY

See (B, B2, E2, J) on OVERTIME PAGE

HOLIDAY

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

6-317(Syr)

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2021

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

Steuben County Residential

05/01/2022 **Electrician - Residential**

JOB DESCRIPTION Electrician - Residential

DISTRICT 2

ENTIRE COUNTIES Chemung, Steuben

PARTIAL COUNTIES

Allegany: Only the Townships of Allen, Almond, Alfred, Andover, Birdsall, Burns, Granger, Grove, Hume, Independence, Ward, Wellsville, West Almond, Willing, and that portion of Amity, Angelica, Belfast, Caneadea, and Scio that lie east of the Genesse River. Schuyler: Only the Townships of Dix, Montour, Orange, Reading and Tyrone.

Tioga: Only the Townships of Barton and Nichols.

WAGES

Per hour:

07/01/2021

Residential Electrician \$30.40

SHIFT WORK / SINGLE IRREGULAR WORK SHIFT:

When shift work or a single irregular work shift is mandated in the job specifications or by the contracting agency, the following journeyman hourly rates apply. The starting hours of a shift may be adjusted up to two (2) hours in order to meet the needs of the contracting agency.

Between the hours

of 8:00AM and 4:30PM No Premium

Between the hours

of 4:30PM and 1:00AM 12.5% Premium

Between the hours

of 12:30AM and 9:00AM 25% Premium

IMPORTANT NOTE: Residential Electrician only applies to projects involving the construction, alteration, or repair of single-family houses or apartment buildings of no more than four stories in height. This includes all incidental items such as site work, parking areas, utilities, streets, and sidewalks.

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2021 \$ 6.60 plus 18% of the hourly wage

OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

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

When a dated Holiday falls on a Saturday, Friday shall be the day celebrated as such, and when falling on a Sunday, Monday shall be the day celebrated as such.

2-139 r

Mason - Residential 05/01/2022

JOB DESCRIPTION Mason - Residential

DISTRICT 5

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Allegany: Towns of Alfred, Almond, Andover and Burns.

WAGES

Wages

Per hour: 07/01/2021

Residential:

Bricklayer, Cement \$ 27.00

Mason, Plasterer, Stone Mason, Tuck Pointer

One or two family residences, one to two story masonry or brick apartments, townhouses, row houses or garden-type residences, one to two story group homes, group residences, senior living facilities or similar projects and the masonry portion of wood-frame buildings primarily used for residences not exceeding four stories.

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 13.53

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

1st 2nd 3rd 4th \$ 16.85 \$ 20.90 \$ 22.35 \$ 24.30

Supplemental benefits per hour:

1st 2nd 3rd 4th \$ 11.34 \$ 11.34 \$ 12.72 \$ 13.52

5-3B - Z4R

Mason - Tile Finisher - Residential

05/01/2022

JOB DESCRIPTION Mason - Tile Finisher - Residential

DISTRICT 5

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Allegany: Towns of Alfred, Almond, Andover and Burns.

WAGES

Wages

Per hour: 07/01/2021

Residential:

Marble, Slate, Terrazzo \$ 22.82

and Tile Finisher

One or two family residences, one to two story masonry or brick apartments, townhouses, row houses or garden-type residences, one to two story group homes, group residences, senior living facilities or similar projects and the masonry portion of wood-frame buildings primarily used for residences not exceeding four stories.

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 11.17

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

1st 2nd 3rd \$ 13.69 \$ 15.97 \$ 18.26

Supplemental benefits per hour:

1st 2nd 3rd \$ 11.00 \$ 11.05 \$ 11.07

5-3TF - Z4R

Mason - Tile Setter - Residential

05/01/2022

JOB DESCRIPTION Mason - Tile Setter - Residential

DISTRICT 5

DISTRICT 7

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Allegany: Towns of Alfred, Almond, Andover and Burns.

WAGES

Wages

Per hour: 07/01/2021

Residential:

Marble, Slate, Terrazzo \$ 26.46

and Tile Setter

One or two family residences, one to two story masonry or brick apartments, townhouses, row houses or garden-type residences, one to two story group homes, group residences, senior living facilities or similar projects and the masonry portion of wood-frame buildings primarily used for residences not exceeding four stories.

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 12.33

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

1st 2nd 3rd 4th \$ 15.88 \$ 18.52 \$ 21.17 \$ 23.81

Supplemental benefits per hour:

1st 2nd 3rd 4th \$ 11.95 \$ 12.06 \$ 12.14 \$ 12.24

5-3TS - Z4R

Operating Engineer - Residential

05/01/2022

JOB DESCRIPTION Operating Engineer - Residential

ENTIRE COUNTIES

Allegany, Chemung, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates

PARTIAL COUNTIES

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.

Prevailing Wage Rates for 07/01/2021 - 06/30/2022 Last Published on May 01 2022

NOTE: On existing housing, this rate applies to all work on residential structures, including demolition, repair and alteration on any existing structure which is intended for residential use. On new housing, this rate applies only to site construction of all new work done on one family, two family, row housing and garden type homes or apartments which are not more than four (4) stories above ground level and are used as dwellings.

Per hour: 07/01/2021 07/01/2022

\$ 33.16 Operator \$ 32.23

SUPPLEMENTAL BENEFITS

Per hour:

\$23.62 \$ 24.44

OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

See (1) on HOLIDAY PAGE Paid: Overtime: See (4, 6) on HOLIDAY PAGE

No work shall be preformed on Labor Day except to save life or property and then shall be paid at the double time rate.

7-158-832BR

Plumber - Residential 05/01/2022

JOB DESCRIPTION Plumber - Residential

Livingston, Monroe, Ontario, Yates

PARTIAL COUNTIES

ENTIRE COUNTIES

Allegany: Only the Townships of Alfred, Almond, Andover, Birdsall, Burns, Grove, Independence, that portion of Scio which lies East of RT.

19, Ward, Wellsville, W. Almond and Willing

Genesee: Only the Townships of Bergen, Bethany, Byron, Leroy, Pavillion and Stafford.

Orleans: Only the Townships of Albion, Barre, Carlton, Clarendon, Gaines, Kendall and Murray. Seneca: Only the Townships of Fayette, Junius, Ovid, Romulus, Seneca Falls, Tyre, Varick and Waterloo.

Steuben: Only the Townships of Avoca, Cameron, Canisteo, Cohocton, Dansville, Freemont, Greenwood, Harsville, Hornell, Hornelsville,

Howard, Jasper, Pulteney, Prattsburg, Rathbone, Troopsburg, Tuscarora, W. union, Wayland, Wheeler and Woodhull. Wayne: Only the Townships of Arcadia (Newark), Galen (Clyde), Huron, Macedon, Marion, Lyons, Ontario, Palmyra, Rose, Sodus,

Walworth and Williamson.

WAGES

Per Hour 07/01/2021

Plumber \$ 26.54

A. One or two family dwellings and all multiple family dwelling units which are permitted to have single exterior up to and including four stories

SUPPLEMENTAL BENEFITS

Per hour:

\$ 25.03* Journeyman

*NOTE-\$ 4.00 of this amount must be paid at the same premium as the wage for overtime hours.

OVERTIME PAY

Site work & New const. (B*,E,E2,Q) on OVERTIME PAGE.

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

*Time and one half on the day after Thanksgiving.

HOLIDAY

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

5-13-SFR

Sprinkler Fitter - Residential 05/01/2022

JOB DESCRIPTION Sprinkler Fitter - Residential

ENTIRE COUNTIES

DISTRICT 1

DISTRICT 5

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

IMPORTANT NOTE: "Residential fire protection work" is applicable to one or two family dwellings, all multiple family dwelling units which are permitted to have a single exterior up to and including four stories, townhouses with units stacked vertically up to and including four stories and group residential care facilities and protective care homes (sheltered housing), not to include nursing homes or ambulatory care facilities.

Per hour

07/01/2021

Sprinkler

\$ 29.06

Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 27.14

OVERTIME PAY

See (B, H) 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.

1-669r

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(A)	Time and one half of the hourly rate after 7 hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E5)	Double time after 8 hours on Saturdays
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(1)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays
(S)	Two and one half times the hourly rate for Holidays

- (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