



Addendum No. 3 To Contract Documents

Project:	Terminal Pump Station Upgrade		
Owner:	City of Binghamton, New York		
Date:	March 18, 2026	Project No.:	24124

To All Contractors:

Contractors submitting proposals for the above-named project shall take note of the following changes, additions, deletions, clarifications, etc., in the Contract Documents, which shall become a part of and have precedence over anything contrarily shown or described in the Contract Documents, and all such shall be taken into consideration and be included in the Contractor's bid proposal.

Item 1: Pre-Bid Meeting Minutes

- A. **Add** the Meeting Minutes from Pre-Bid Meeting 2 included as Attachment 1.

Item 2: Town of Vestal Permit and Application Fee Schedule

- A. **Add** the Permit and Application Fee Schedule included as Attachment 2.

Item 3: Agreement, Exhibit D

- A. **Replace** the existing with Attachment 3 attached.

Item 4: Agreement, Exhibit E

- A. **Replace** the existing with Attachment 4 attached.

Item 5: Specification Section 043000, Unit Masonry System

- A. Article 2.04.A, **Delete** "Color as selected to match existing building" and **Replace** with the following:

"B. Basis of Design

1. Match existing building brick colors.
 - a. Field Brick - Concord Blend Sanded Velour
 - b. Dark Accent Brick - Ebony Black Smooth
2. Use standard brick sizes."

- B. Article 1.08, **Delete** A. through E., and **Replace** with the following:

"A. Mock-up to be included in place of the new structure. Mock-up to include brick veneer at the door jamb. Approval is required prior to completing the brick veneer."

Item 6: Specification Section 055000, Miscellaneous Fabrications

- A. Article 2.03, **Add** the following paragraph:

"E. Heavy duty trench frame and grate cover shall be Neenah Foundry Type R-4990, gray iron with Type A openings and capable of supporting H-20 load or approved equal."

Item 7: Specification Section 262421, Motor Control Center Modifications

- A. Article 2.02, **Add** the following:

"M. Contractor shall be responsible for field verifying the sizes of the MCC buckets to be replaced."

- B. **Add** the MCC nameplate included as Attachment 5.

Item 8: Drawing A-103

- A. Internal Window between Motor Room and Screenings Room - **Replace** callout with "Caulk around existing HM window frame & glass for an air-tight seal between rooms."

Item 9: Drawing A-107, Cavity Wall Mock-Up

- A. **Delete** Cavity Wall Mock-Up detail.

Item 10: Drawing A-107, Detail A

- A. **Replace** the existing detail with the figure included as Attachment 6.

Item 11: Drawing M-003

- A. **Replace** the existing drawing with Attachment 7.



Michael E. Tamblin, PE



ATTACHMENT 1



Meeting Minutes

Project Name: Pre-Bid Meeting 2
Terminal Pump Station Upgrade
City of Binghamton, New York

Date: March 10, 2026

EDR Project No: 24124

1. General Information

- a. Prime Contractors must purchase bid documents.
- b. CCA for Contractors must be submitted to City of Binghamton.
- c. Question Submissions – must be in writing via email to City of Binghamton
 - Franco Incitti: faincitti@cityofbinghamton.gov
- d. Latest Questions Due – March 17, 2026
- e. Latest Addendum Issuance – March 18, 2026
- f. Bids Due – 10:30 AM March 25, 2026 to
 - Board of Contract and Supply
 - City Hall
 - 2nd Floor, 38 Hawley Street
 - Binghamton NY
- g. Bid Security - 10% bid security, check or bid bond is required
- h. Performance & Payment Bonds – amount equal to 100% of the accepted bid amount is required.
- i. Wage Rates – State Prevailing wage rates apply

2. M/WBE Utilization Goals

- a. MWBE Utilization Goal of 20% (NYSEFC Terms and Conditions)

3. Project Scope

- a. Installation of two new mechanical bar screens and new washer/compactor with sluice.
- b. New building addition for screenings storage, with odor control system.
- c. Replacement of four slide gates internal to PS.
- d. Modifications to the regulator/influent vault, including replacement of slide gate.
- e. Replacement of pump discharge isolation knife gate valves with new plug valves.
- f. New bypass pumping vault.
- g. New hazardous gas detection system.
- h. Electrical and HVAC upgrades to support new equipment/building.
- i. Work constraints
 - Flow monitoring MUST remain throughout the entirety of construction.
 - Bypass pumping will be required.
 - Road and driveway entrances must be kept clear.

4. **Permits**

a. Town of Vestal

- All Contractors and subcontractors will be required to obtain a Building Permit and an Operating Permit through the Town prior to commencement of the project.

5. **Other**

a. NYSEFC funding

- M/WBE utilization
- AIS required

6. **Pump Station Site Visit**

a. 3936 Gates Road, Vestal, NY 13850

7. **Pre-Bid Sign in Sheet** - Attached is the sign-in sheet from this meeting.

These meeting minutes have been prepared by EDR. If there are any discrepancies, please notify our office within three business days of receipt.

Project:

Date:

EDR Project No.:

Name	Company	Email Address	Office Phone	Cell Phone
Nick FABICIZI	STEEBTEL ASSOCIATE	NFABICIZI@STEEBTELASSOCIATES	607-734-4151	607-738-8497
Merk Smith	Streeter Assoc.	MSmith@streeterassociates	607 852 3238	
John Ryan	Blue Henon	J.Ryan@bluehenon.com	315 952-5477	
CW Gregory	Blue Henon	CW64@BlueHenon.com	315-689-6462	585-730-2967
Jon Sinden.	NT SiteCon	jsinden@ntsitecon.com	(570) 888-0503	(570) 423-1780
Joseph Rosati	J&R Electric	JNR@onebrickavenue.com		607 427-1220
Joe Nanni	Vacri Const	Joseph@Onebrickavenue.com	807 723-4319	607 343-7010
Daniel Ashmund	Matco	dahmnd@matcoelectric.com	607-729-1921	607-343-2414
ADAM AFIFY	BJC WWTp.	AAFIY@BJCWWTp.COM	607 729 2975	607 760 3966
Ron Warwick	'	rwarwick@bjcwwtp.com	607 729-2975	607 - 644-3653

ATTACHMENT 2

Permit and Application Fee Schedule

Effective: 01/01/2026

- Noted Plan Review Fees are in addition to the noted application fees.
- Please note, construction which has been started without a required permit is subject to doubling of the noted fee(s).
- Building area is defined as: the sum of the areas of all floors, including basements, and any garage areas.

Residential

- New 1 and 2 Family Dwellings:

- \$350.00 for buildings \leq 2,500 sq. ft. of building area.
- \$450.00 for buildings $>$ 2,500 sq. ft. and \leq 3,000 sq. ft. of building area.
- For buildings $>$ 3,000 sq. ft. of building area, \$450.00 plus \$125.00 for every additional 500 sq. ft., or portion thereof, above 3,000 sq. ft. of building area.
- Building permit renewal: \$200.00

- New or Used Mobile/Manufactured Homes:

- \$150.00 or \$0.07 per sq. ft. of building area, whichever is greater.
- Building permit renewal: \$50.00

- New Multiple Dwellings (more than 2 dwelling/sleeping units):

- \$1,000.00 or \$0.30 per sq. ft. of building area, whichever is greater.
- Plan review fee:
 - Each building with more than 5 dwelling/sleeping units: \$400.00
 - Each building with 6 dwelling/sleeping units, but less than 30 dwelling/sleeping units: \$500.00
 - Each building with more than 30 dwelling/sleeping units: \$600.00
- Building permit renewal: \$200.00

- Additions/Alterations/Repairs

- \$60.00 for work areas affecting \leq 250 sq. ft. total building area.
- \$125.00 for work areas affecting $>$ 250 sq. ft. and \leq 500 sq. ft. total building area.
- \$175.00 for work areas affecting $>$ 501 sq. ft. and \leq 1,000 sq. ft. total building area.
- \$0.25 per sq. ft. for work areas affecting $>$ 1,000 sq. ft. total building area.
- Building permit renewal: \$50.00

- Roofing

- Residential re-roof: \$50.00

- Residential Swimming Pools/Spas/Whirlpools/Hot Tubs
 - \$60.00 for on/above ground pools
 - \$125.00 for in ground pools
 - \$50.00 for storable pools. \$15.00 for 2nd year reissue and every year thereafter.

- Accessory Buildings/Garages/Barns/Sheds
 - \$35.00 for buildings \leq 150 sq. ft. of building area.
 - \$60.00 for buildings $>$ 150 sq. ft. and \leq 500 sq. ft. of building area.
 - \$125.00 for buildings $>$ 500 sq. ft. and \leq 1,000 sq. ft. of building area.
 - \$0.17 per sq. ft. if building area $>$ 1,000 sq. ft.

 - Building permit renewal: \$25.00

- Chimneys/Furnaces/Boilers/Solid Fuel Burning Stoves/Fireplaces (gas, wood, or other)
 - New or replacement: \$50.00

 - Building permit renewal: \$25.00

- Decks (no roof)
 - \$50.00 for decks \leq 100 sq. ft. of area.
 - \$80.00 for decks $>$ 100 sq. ft. and \leq 500 sq. ft. of area.
 - \$0.25 per sq. ft. of area $<$ 500 sq. ft..

 - Building permit renewal: \$25.00

- Residential Fire Sprinkler (in addition to any other noted fee)
 - \$175.00 for existing system alterations or reconfigurations
 - \$275.00 for new system installations

- Demolishing Structures: \$50.00

- New Buildings
 - \$700.00 or \$0.20 per sq. ft. of building area, whichever is greater.
 - Plan review fee:
 - Applies to buildings $\geq 3,000$ sq. ft. of building area.
 - \$400.00 or \$0.12 per sq. ft. of building area, whichever is greater.
 - Building permit renewal: \$200.00
- New Multiple Dwellings (more than 2 dwelling/sleeping units)
 - See residential schedule.
- Additions/Alterations/Repairs
 - \$200.00 for work areas affecting ≤ 500 sq. ft. total building area.
 - Building permit renewal: \$25.00
 - \$250.00 for work areas affecting > 500 sq. ft. and $\leq 1,000$ sq. ft. total building area.
 - Building permit renewal: \$50.00
 - \$350.00 or \$0.30 per sq. ft. if $> 1,000$ sq. ft. of building area, whichever is greater.
 - Building permit renewal: \$75.00
 - Plan review fee:
 - Applies only to additions $\geq 3,000$ sq. ft. of building area.
 - \$400.00 or \$0.12 per sq. ft. of building area, whichever is greater.
- Accessory Buildings
 - \$150.00 if building is ≤ 500 sq. ft. of building area.
 - \$175.00 or \$0.17 per sq. ft. of building area, whichever is greater.
 - Building permit renewal: \$25.00
- Roofing
 - \$200.00 if the affected area is $\leq 5,000$ sq. ft.
 - \$0.10 per sq. ft. if the affected area is $> 5,000$ sq. ft.
- Fire Sprinkler Systems
 - New construction and additions
 - \$400.00 or \$0.12 per sq. ft. of building area, whichever is greater.
 - Alterations
 - \$200.00 or \$0.12 per sq. ft. of the affected building area, whichever is greater, with a maximum fee of \$400.00.

- Commercial Swimming Pools/Spas/Whirlpools/Hot Tubs
 - Includes swimming pools associated with hotels, etc.
 - \$350.00 per swimming pool/spa/whirlpool/hot tub
 - Building permit renewal: \$25.00
- Demolishing Structures: \$150.00

Signs

- Commercial Signs
 - Applies to new, re-facing, updating, replacement, repainting, altering, permanent, temporary, etc.
 - Each separate sign is charged a separate fee.
 - \$30.00 for a temporary sign or banner. Maximum 2 week duration.
 - \$60.00 for one permanent sign \leq 100 sq. ft.
 - \$100.00 for one permanent sign $>$ 100 sq. ft. and \leq 150 sq. ft.
 - \$150.00 for one permanent sign $>$ 150 sq. ft.
- Commercial Construction Site Signs
 - Construction site signs per the Code of the Town of Vestal Chapter 5, Article V, Division 3, Section 5-124 (t).
 - \$20.00 for each temporary sign \leq 16 sq. ft.
 - \$50.00 for each temporary sign $>$ 16 sq. ft.

Other Permits and Fees

- Fences $>$ 8'-6" in height: \$20.00
- Retaining walls $>$ 4' in height at any point: length x 3 ft.= sq. ft x \$0.25 per sq. ft.
- Tent structures $>$ 200 sq. ft., except residential use: \$100.00
- \$200.00 for special event permit for festivals, bazaars, street fairs, etc.. This fee is not intended as a charge to each individual vendor, but to the sponsor of the event.
- Failure to properly display a building permit as required by the Code of the Town of Vestal Chapter 5, Article II, Section 5-24(g)(1): \$50.00 for each notice issued
- Failure to obtain a Certificate of Occupancy/Compliance prior to occupying or using an item or area, building or product, for which a permit has been issued:
 - Residential- \$50.00 per day
 - Commercial- \$300.00 per day
- Requests for property compliance, property use information or other request when the request requires the Code Enforcement Office to generate letters, notices, or correspondence: \$75.00 per property/request.

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Fire Inspection Fees

Effective: 01/01/2026

- These fees cover existing buildings and specialized occupancies.

- Requested inspections:

- For rental approval- \$150.00
- For pre-occupancy- \$150.00
- For day care facility- \$125.00

- New business fire inspection, prior to opening:

- Properties with building area \leq 1,000 sq. ft. - \$100.00
- Properties with building area $>$ 1,000 sq. ft. and \leq 10,000 sq. ft.- \$150.00
- Properties with building area $>$ 10,000 sq. ft.- \$200.00

- 1st follow-up: Free
- 2nd follow-up: \$150.00
- Subsequent follow-up visits: \$250.00

- The following fees will be incurred for inspections of existing buildings and routine fire inspections as required by the Code of the Town of Vestal Chapter 5, Article II, Section 5-31:

- Properties with building area \leq 1,000 sq. ft. - \$100.00
- Properties with building area $>$ 1,000 sq. ft. and \leq 10,000 sq. ft.- \$125.00
- Properties with building area $>$ 10,000 sq. ft.- \$150.00

- 1st follow-up: Free
- 2nd follow-up: \$150.00
- Subsequent follow-up visits: \$250.00

Zoning Board of Appeals

Effective: 01/01/2026

- Properties being used for residential purposes, or vacant parcels, located in the RA-1, RA-2, RC, RR, or other residential zoned properties:

- Area variance: \$100.00
- Use variance: \$200.00
- Home occupation: \$100.00
- Sign variance: \$75.00
- Other type hearing: \$75.00

- 240x240 Special Permit: \$150.00 \$30.00 of this fee is allocated to the Town Clerk's office for processing of this type of Special Permit.

- Any costs for re-advertising a postponed or adjourned hearing will be billed to the applicant and shall constitute the actual costs for the notices, mailings, and incidentals.

- Properties in the C-1, C-2, CD, I, ID, RO, TN, TO, or PDD zoning districts; Properties used for commercial functions; Properties being proposed for commercial uses or functions; Other commercial zoned properties; and Any other zone not listed:

- Area variance: \$200.00
- Use Variance: \$500.00
- Sign variance: \$100.00
- Other type hearing: \$300.00

- Any costs for re-advertising a postponed or adjourned hearing will be billed to the applicant and shall constitute the actual costs for the notices, mailings, and incidentals.

- Application for new development/construction site review:
 - \$100.00 \leq 1,000 sq. ft. of building area
 - \$125.00 $>$ 1,000 sq. ft. and \leq 2,500 sq. ft. of building area
 - \$0.05 per sq. ft. of gross building area if $>$ 2,500 sq. ft. of building area
 - Maximum fee- \$500.00

- Existing buildings, including exterior site modifications:
 - Building additions, alterations, site alterations, and other:
 - \$75.00 if \leq 2,500 sq. ft.
 - \$0.05 per sq. ft. if $>$ 2,500 sq. ft.

- Application to alter an approved plan, prior to issuance of a Certificate of Occupancy:
 - \$50.00 plus \$0.02 per sq. ft. of affected area of the project
 - Maximum fee- \$250.00

- Property subdivisions and land partitions:
 - \$250.00 plus \$25.00 per requested lot
 - Addendums to an approved subdivision or land partition:
 - \$50.00 plus \$25.00 per affected lot
 - Maximum fee- \$1,000.00
 - Addendums for subdivisions and land partitions may be requested within one year of initial approval of the original land division proposal. If an extension or alteration is required or requested after the one year anniversary date from Planning Board final approval, the required fee is as if a new property division is proposed.

- No fee shall be required for advisory requests referred to the Planning Board by other governing bodies/boards.

Operating Permits

Effective: 01/01/2026

- Fees for Operating Permits for various occupancies as outlined in the Code of the Town of Vestal Chapter 5, Article II, Section 5-30:

(a)(1)(i)- \$150.00 per year for the manufacturing, storing, or handling of hazardous materials

(a)(1)(ii)- \$150.00 per year for hazardous processes and activities

(a)(1)(iii)- As noted in the required permit paperwork for use of pyrotechnic devices in an assembly occupancy

(a)(1)(iv)- \$150.00 per year for buildings containing one or more areas of public assembly with an occupant load of 100 persons or more; and any building or occupancy capable of an occupant load of 200 persons or more

(a)(1)(v)- \$150.00 per year for buildings whose use or occupancy classification may pose a substantial potential hazard to public safety, as determined by resolution adopted by the Town of Vestal Town Board

(a)(1)(vi)- Any person, corporation or other entity engaged in the construction, repair, remodel, or alteration of buildings or any system or component which is a part thereof:

- Contractors:

- Residential- \$200.00 per year
- Commercial- \$300.00 per year

-Specialty services:

- Fire alarm- \$75.00 per year
- Fire sprinkler- \$100.00 per year
- Cooking hood suppression- \$100.00 per year
- Electrical- \$75.00 per year
- Plumbing/HVAC- \$75.00 per year
- Concrete/masonry- \$75.00 per year
- Excavation- \$50.00 per year
- Pool- \$75.00 per year
- Roofing- \$75.00 per year
- Sign contractors- \$75.00 per year
- Other- \$75.00 per year

ATTACHMENT 3



Mandatory State Revolving Fund Terms and Conditions

For Contracts Funded with the NYS Clean Water State Revolving Fund
or Drinking Water State Revolving Fund

Identify Contract Type prior to Advertisement for Bid:

- Construction**
 - Treatment Works and Drinking Water Projects**
 - Non-Treatment Works**

 - Non-Construction**
-

Effective October 1, 2025

New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924
www.efc.ny.gov

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INTRODUCTION

The terms and conditions below must be incorporated verbatim into contracts receiving SRF financial assistance. Additional information relating to each of the requirements is included in the companion guidance document. Recipients, Contractors, Subcontractors, and any other involved entities must also comply with any and all applicable rules and regulations not listed below or in the companion guidance document.

REQUIRED CONTRACT LANGUAGE

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

Broker means a firm that does not itself perform, manage or supervise the work of its contract or subcontract in a manner consistent with the normal business practices for contractors or subcontractors in its line of business.

Construction means the process by which a contractor or subcontractor builds, alters, repairs, remodels, improves or demolishes infrastructure.

Contract means an agreement between a Recipient and a Contractor.

Contractor means all bidders, prime contractors, surety that is completing performance for a defaulted contractor pursuant to a performance bond, non-construction service providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

Manufacturer means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

MBO is designated and employed by the Recipient as a Minority Business or Compliance Officer responsible for MWBE/DBE/SDVOB/EEO reporting and compliance.

Non-Construction Provider means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

Recipient means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part. Responsible through Project Finance Agreement (PFA) to comply with EFC requirements.

State means the State of New York.

Subcontract means an agreement between a Contractor and a Subcontractor.

Subcontractor means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

Supplier means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

Treatment Works is defined in Clean Water Act (CWA) Section 212. This does not include nonpoint source projects as defined in CWA Section 319 and estuary management program projects as defined in CWA Section 320.

SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS

Any Architectural and Engineering (A/E) services for all CWSRF projects and for DWSRF projects are required to be procured in compliance with 40 USC 1101 et. seq., and 48 CFR Part 36 Subpart 36.6. The Recipient must certify compliance to receive financing. Disregard this section if it does not apply to this Contract.

SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS

The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of: (1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts; and (2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than \$10,000.

The Minority- and Women- Owned Business Enterprises ("MWBE") participation requirements of this section apply to the Contracts Meeting Article 15-A Thresholds.

Contracts Meeting Article 15-A Thresholds means Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:

- a) Non-Construction Provider Contracts greater than \$25,000;
- b) Non-Construction Provider Contracts that are initially under \$25,000 but subsequent change orders or contract amendments increase the Contract value to above \$25,000;
- c) Construction Contracts greater than \$100,000; and,
- d) Construction Contracts that are initially under \$100,000 but subsequent change orders or contract amendments increase the Contract value to above \$100,000.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

- A. Contractors and Subcontractors are required to comply with the following provisions:
 1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State Contracts meeting Article 15-A thresholds.
 2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
 3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
 4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction Contracts in excess of \$10,000, as those terms are defined therein.

5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.
 6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.
 7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.
- B. Upon request from the Recipient and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time or as otherwise determined by EFC.
 - C. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(E) of this section, or enforcement proceedings as allowed by the Contract.
 - D. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.

II. Equal Employment Opportunities (EEO)

- A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- B. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.
- D. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. See guidance document for sample notice.
- E. The Contractor will include the provisions of Subdivisions II(A) and II(C) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.
- F. The Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor 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 and Subcontractor 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.

- G. **For construction contracts in excess of \$10,000**, the Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. See guidance document for goals.
- H. Pursuant to 41 CFR Section 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at <https://www.eeoc.gov/employers/eo-1-survey/eo-1-instruction-booklet>, if Contractor or Subcontractor:
1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
 2. Has 50 or more employees;
 3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
 4. Has a Contract, Subcontract, or purchase order amounting to \$50,000 or more.

III. Business Participation Opportunities for MWBEs

Applicable to Contracts Meeting Article 15-A Thresholds

A. Contract Goals

1. **New York State certified MWBE participation goals for this contract are 20%**. For projects funded from the sources listed below, the goals may be achieved through any combination of MBE and/or WBE participation.
 - a. CWSRF, DWSRF & Green Innovation Grant Program (GIGP).
 - b. NYS Water Infrastructure Improvement Act Grants that are also receiving EFC financing.
 - c. NYS Intermunicipal Grants that are also receiving EFC financing.
2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at <https://ny.newnycontracts.com>.
3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.
 - a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a Supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a Broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
 - b. For Non-Construction Provider Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a Broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.

4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as Subcontractors or Suppliers in the performance of the Contract.
5. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a completed copy of the MWBE Utilization Plan with all required bid forms to the MBO no later than the execution date of this Contract.
2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.
3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. The Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the MBO. The Contractor shall indicate the changes to the MBO in the Monthly MWBE Contractor Compliance Report immediately following the change. At EFC’s discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the Monthly MWBE Contractor Compliance Report or revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed Subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Request for Waiver

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

D. Monthly MWBE Contractor Compliance Report (“Monthly MWBE Report”)

1. The Contractor agrees to submit a report to the MBO by the third business day following the end of each month over the term of this Contract documenting the payments made and the

progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Liquidated Damages - MWBE Participation

1. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.
2. Liquidated damages shall be calculated as an amount not to exceed the difference between:
 - a. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
 - b. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.
3. The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.
4. In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

SECTION 3 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

The requirements of this section apply to all Construction Contracts and Subcontracts

- A. New York State Veterans' Service Law Article 3, and 9 NYCRR Part 252, and/or any other related regulations promulgated thereto, provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. New York State recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC Contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or Suppliers, as protégés, or in other partnering or supporting roles.

- B. Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://sdves.ogs.ny.gov/business-search>.
- C. Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or

SECTION 4 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

The requirements of this section apply to (1) all Construction Contracts and Subcontracts for DWSRF projects and CWSRF Treatment Works projects and (2) all Contracts for the purchase of iron and steel products for a DWSRF project or CWSRF Treatment Works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor shall submit with their bid or proposal documents an executed AIS Contractors Certification on the form attached hereto as [Attachment 2](#) acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

- (a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
- (b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

SECTION 5 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all Construction Contracts and Subcontracts greater than \$2,000 for either DWSRF projects or CWSRF Treatment Works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of \$2,000:

(a) Required Contract Clauses

1. Minimum Wages

(i) Wage rates and fringe benefits

All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate

on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

As provided in paragraphs (d) and (e) of this section the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) must 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.

The Davis-Bacon poster (WH-1321) can be found at <https://www.dol.gov/whd/regs/compliance/posters/davis.htm> . Wage determinations may be obtained from the US Department of Labor's website, <https://sam.gov/>.

(ii) *Frequently recurring classifications*

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR Part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and,
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) *Conformance*

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

1. The work to be performed by the classification requested is not performed by a

- classification in the wage determination; and
2. The classification is used in the area by the construction industry; and,
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(E) The contracting officer must promptly notify the Contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The Contractor must furnish a written copy of such determination to each affected worker, or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must 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.

(iv) *Fringe benefits not expressed as an hourly rate*

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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) *Unfunded plans*

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, in accordance with the criteria set forth in § 5.28, 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 asset for the meeting of obligations under the plan or program.

(vi) *Interest*

In the event of a failure to pay all or part of the wages required by the Contract, the Contractor will be required to pay interest on any underpayment of wages.

2. Withholding.

(i) *Withholding requirements*

The Recipient, Subrecipient at any tier, and/or contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor, so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime Contractor or any Subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by this Contract or any other Federal contract, or federally-assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2).

The necessary funds may be withheld from the Contractor under this contract, any other Federal contract with the same prime contractor, or any other federally-assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Contractor liability for which the funds were withheld.

In the event of a Contractor's failure to pay any laborer or mechanic, including any apprentice or helper, working on the site of the work (or otherwise working on construction or development of the project under a development statute) all or part of the wages required by the Contract, or upon the Contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the Recipient, Subrecipient at any tier, and/or contracting agency may on its own initiative and after written notice to the Contractor, sponsor, applicant, or owner, or other entity, as the case may be, 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.

(ii) *Priority to withheld funds*

The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both over claims to those funds by:

- (A) A Contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its reprocurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a Contractor, or a Contractor's bankruptcy estate;
- (D) A Contractor's assignee(s)
- (E) A Contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Payrolls and basic records.

(i) *Basic record requirements*

(A) Length of record retention

All regular payrolls and other basic records must be maintained by the Contractor and any Subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in a construction or development of the project under a development statute) for a period of at least three years after all the work on the prime contract is completed.

(B) Information required

Such records must contain the name, Social Security number, last known address, telephone number, and email address of each such worker, each worker's correct classification(s) of work

actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis–Bacon Act), daily and weekly number of hours actually worked in total on each covered contract; deductions made; and actual wages paid.

(C) Additional records relating to fringe benefits

Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 40 U.S.C. 3141(2)(B) of the Davis–Bacon Act, the Contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) *Certified payroll requirements*

(A) Frequency and method of submission

The Contractor or Subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, a copy of all payrolls to the Recipient. The prime contractor is responsible for the submission of all certified payrolls by all Subcontractors. A prime contractor may permit or require Contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the Contractor, the contracting agency, EFC, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the Contractor is unable or limited in its ability to use the electronic system.

(B) Information required

The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i)(B), except that full social security numbers and home addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's social security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> or its successor website. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(C) Statement of Compliance

Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the Contractor or Subcontractor, or the Contractor’s or Subcontractor’s agent who pays or supervises the payment of the persons employed under the Contract and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information and records are correct and complete;

2. That each laborer or mechanic (including each helper and apprentice) working 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 CFR part 3; and
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the Contract.

(D) Use of Optional Form WH-347

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

(E) Signature

The signature by the Contractor, Subcontractor, or the Contractor's or Subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) Falsification

The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) Length of certified payroll retention

The Contractor or Subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) *Contracts, Subcontracts, and related documents*

The Contractor or Subcontractor must maintain this Contract or Subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The Contractor or Subcontractor must preserve these Contracts, Subcontracts, and related documents during the course of the work and for a period of 3 years after all work on the prime contract is completed.

(iv) *Required disclosures and access*

(A) Required record disclosures and access to workers

The Contractor or Subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents the Recipient, EFC, EPA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR § 5.1, available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) Sanctions for non-compliance with records and worker access requirements

If the Contractor or Subcontractor fails to submit the required records, make them available, or refuses to permit worker interviews during working hours on the job, the federal agency may, after written notice to the Recipient, Contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR § 5.12. In addition, any Contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the Contractor or a person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) Required information disclosures

Contractors and Subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the EPA if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the federal agency is not such a party to the contract, the Contractor, Subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the EPA, Recipient, EFC, or subrecipient at any tier, contracting agency, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and trainees.

(i) *Apprentices*

(A) Rate of pay

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA) Training, or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) Fringe benefits

Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(C) Apprenticeship ratio

The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program must be paid not less than the applicable wage rate on the wage

determination for the work actually performed.

(D) Reciprocity of ratios and wage rates

Where a Contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the Contractor's registered program must be observed.

(ii) *Equal employment opportunity*

The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Reserved

6. Subcontracts

The Contractor or Subcontractor must insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (11) or a link to the DBRA Requirements for Contractors and Subcontractors Under EPA Grants documents on EPA's [Contract Provisions for Davis-Bacon and Related Acts](#) webpage, along with applicable wage determination(s) and such other clauses or contract modifications as the EPA may by appropriate instructions require, and a clause requiring the Subcontractors to include these clauses and wage determination(s) in any lower-tier Subcontracts. The prime Contractor and any Subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of underpayment or loss, due to any workers of lower-tier Subcontractors, and may be subject to debarment, as appropriate.

7 through 9. Reserved

10. Certification of eligibility

- (i) By entering into this Contract, the Contractor certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 40 U.S.C. 6144(b) or 29 CFR 5.12(a).
- (iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. § 1001.

11. Anti-Retaliation

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any Contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part of 29 CFR part 1 or 3;
- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

For Contracts in Excess of \$100,000, in addition to part (a):

(b) Contract Work Hours and Safety Standards Act (CWHSSA)

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

2. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3. **Withholding for Unpaid Wages and Liquidated Damages.**

(i) Withholding process

The EPA, EFC, Recipient, Subrecipient at any tier, and/or contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime Contractor or any Subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section, 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 (as defined in 29 CFR 5.2). The necessary funds may be withheld from the Contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Contractor liability for which the funds were withheld.

(ii) Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(1) of this section, or both, over claims to those funds by:

- (A) A Contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A Contractor's assignee(s);

(E) A Contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907

4. **Subcontracts.** The Contractor or Subcontractor must insert in any Subcontracts the clauses set forth in paragraphs (1) through (5) of this section and also a clause requiring the Subcontractors to include these clauses in any lower-tier Subcontracts. The prime contractor is responsible for compliance by any Subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (5). In the event of any violations of these clauses, the prime contractor and any Subcontractor(s) responsible will be liable for any unpaid wages for monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-Retaliation**

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any Contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complain, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

SECTION 6 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractors have not been debarred from or deemed ineligible for Government Contracts or federally assisted Construction Contracts pursuant to Executive Order 12549.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 7 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than \$100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor bidding or proposing a Contract or Subcontract in excess of \$100,000 shall submit with their bid or proposal documents an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as [Attachment 3](#), consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

SECTION 8 CONSTRUCTION SIGNS

The requirements of this section apply to all EFC projects. Additional permanent signage is required for projects receiving funding from the NYS Bond Act.

If Contractor is expected to provide an EFC Construction Sign, a specification will be included in the enclosed contract documents.

ATTACHMENTS (Required Forms)

Attachment 1 – EFC MWBE Utilization Plan



Environmental Facilities Corporation | Department of Health

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. Submit the completed (electronic signature box checked and dated) form to the Recipient's Minority Business Officer (MBO) no later than the date of contract execution. Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be found on EFC's website.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified MWBE, please contact EFC for assistance.

MWBE firms must be certified by the NYS Empire State Development Corporation (ESD) in order to be counted towards satisfaction of MWBE participation goals. The utilization of certified MWBEs for non-commercially useful functions may not be counted towards utilization of certified MWBEs in the Utilization Plan. Please note whether a firm is serving as a broker or supplier on the contract. A broker is denoted by NAICS code 425120 and is designated as a broker in [ESD's MWBE Directory](#). A supplier is denoted by a NAICS code beginning with 423 or 424, or a NIGP code that does not begin with the number 9 and is designated as a supplier in ESD's MWBE Directory. If a firm is serving as a broker, please additionally provide the percentage of the broker's commission on the contract.

See the [Mandatory Terms and Conditions](#) or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. Email the completed (electronic signature box checked and dated) to your EFC Program Compliance Specialist.

The subject heading of the email to the EFC Program Compliance Specialist should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and email the MBO an acceptance or denial.

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality:		County:	
Project No.:	Program ID:	Contract ID:	Registration No. (NYC only):
Minority Business Officer:		Email:	Phone #:
Address of MBO:			
Electronic Signature of MBO: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			Date:

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION			
Firm Name:		Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other: If yes, please include Prime information in Section 3. If dual certified, you must select either MBE <u>or</u> WBE.			
Address:		Phone #:	Fed. Employer ID #:
Description of Work:		Email:	
Award Date:	Start Date:	Completion Date:	MWBE GOAL Total
Total Contract Amount: \$		PROPOSED MWBE Participation	
MWBE Eligible Contract Amount: \$ (MWBE Goals are applied to this amount and includes all change orders, amendments, & specialty waivers)		Total: % \$	Total: % \$

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 3: MWBE SUBCONTRACTOR INFORMATION			
This Submittal is:	<input type="checkbox"/> The First/Original Utilization Plan <input type="checkbox"/> Revised Utilization Plan #:		
NYS Certified M/WBE Subcontractor Info		Contract Amount:	For EFC Use:
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 3: M/WBE SUBCONTRACTOR INFORMATION continued			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
SIGNATURE			
Electronic Signature of Contractor: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function.			Date:
Name (Please Type):			

Attachment 2 – AIS Contractor’s Certification



Environmental Facilities Corporation | Department of Health

AIS CONTRACTOR CERTIFICATION

FOR CONSTRUCTION CONTRACTS FUNDED THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: _____

Contractor's Name: _____

Contract ID: _____

SRF Project No.: _____

SRF Recipient Name: _____

I certify that the iron and steel products permanently incorporated into the public water system or wastewater treatment works project under this construction contract will be and/or have been produced in the United States or have been waived by the United States Environmental Protection Agency (EPA), in accordance with the requirements of the EPA and 33 U.S.C. § 1388, 42 U.S.C. § 300j-12(a)(4) and any regulations promulgated thereunder. I will develop and maintain necessary documentation to demonstrate that the iron and steel products permanently incorporated into the project were produced in the United States, and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature: _____

Name (print): _____

Title: _____

Date: _____

Attachment 3 – Lobbying Certification



Environmental Facilities Corporation | Department of Health

CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34

SRF Project No.: _____

Recipient: _____

Project Description: _____

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

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

Signature: _____

Name: _____

Title: _____

Company Name: _____

Date: _____

Contract ID: _____

ATTACHMENT 4

"General Decision Number: NY20260004 01/30/2026

Superseded General Decision Number: NY20250004

State: New York

Construction Types: Building, Heavy and Highway

Counties: Broome and Chenango Counties in New York.

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

Modification Number	Publication Date
0	01/02/2026
1	01/30/2026

ASBE0030-004 05/01/2025

BROOME (Building, Heavy, and Highway) and CHENANGO (Heavy and Highway)

	Rates	Fringes
Asbestos/Insulator Worker includes application of all materials, protective coverings, coatings and finishings to all types of mechanical systems. Also the application of firestopping material to openings and penetrations in walls, floors, ceilings, curtain walls and all lead abatement.....	\$ 43.25	27.29
HAZARDOUS MATERIAL HANDLER SCOPE OF WORK: DUTIES LIMITED TO preparation, wetting, stripping, removal, scrapping, vacuuming, bagging, and disposing of all insulation materials, whether they contain asbestos or not from mechanical system.....	\$ 38.50	25.04

BOIL0197-004 01/01/2025

BROOME (Building, Heavy, and Highway) and CHENANGO (Heavy and Highway)

	Rates	Fringes
BOILERMAKER.....	\$ 43.34	27.66

BRNY0003-002 07/01/2025

BINGHAMTON CHAPTER

	Rates	Fringes
BRICKLAYER		
BUILDING CONSTRUCTION, BROOME COUNTY		
Bricklayers, Cement Masons, Stone Masons, Pointers, Caulkers and Cleaners.....	\$ 34.34	28.46
Marble Masons, Tile Layers, and Terrazzo Workers.....	\$ 34.34	28.46
Marble, Tile and Terrazzo Finishers.....	\$ 34.34	28.46
HEAVY AND HIGHWAY CONSTRUCTION, BROOME & CHENANGO COUNTIES		
Cement Masons.....	\$ 38.63	25.05

 CARP0277-010 07/01/2025

	Rates	Fringes
CARPENTER (BUILDING CONSTRUCTION)		
BROOME COUNTY		
Carpenters, Carpet Layer, Drywall Applicator, Floor Coverer, Lather.....	\$ 31.69	21.92
Millwrights.....	\$ 31.69	21.92
CARPENTER (HEAVY & HIGHWAY CONSTRUCTION)		
BROOME COUNTY		
Carpenter.....	\$ 39.52	27.16
CHENANGO COUNTY		
Carpenter.....	\$ 44.52	27.16

FOOTNOTES:

a. Paid Holidays: Independence Day and Labor Day, provided the employee works his scheduled day before and his scheduled day after the holiday and is on the payroll in the payroll week in which the holiday falls.

 ELEC0043-003 06/01/2025

CHENANGO (Twps of Columbus, New Berlin & Sherburne): Heavy and Highway

	Rates	Fringes
ELECTRICIAN.....	\$ 50.50	35.03

 ELEC0325-002 06/01/2025

BROOME (Building, Heavy, and Highway) and CHENANGO (Entire County, except Columbus, New Berlin and Sherburne Townships) Heavy and Highway

Rates	Fringes
-------	---------

CABLE SPLICER.....	\$ 50.43	33.29
ELECTRICIAN.....	\$ 42.68	33.06

 ELEC1249-010 05/05/2025

BROOME (Building, Heavy, and Highway) and CHENANGO (Heavy and Highway)

	Rates	Fringes
--	-------	---------

ELECTRICIAN (LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL Including any and all Fiber Optic Cable necessary for Traffic Signal Systems, Traffic Monitoring systems and Road Weather information systems)		
Flagman.....	\$ 31.72	7%+27.65
Groundman (Truck Driver)....	\$ 42.29	7%+27.70
Groundman Truck Driver (tractor trailer unit).....	\$ 44.93	7%+27.70
Lineman & Technician.....	\$ 52.86	7%+31.90
Mechanic.....	\$ 42.29	7%+27.70

FOOTNOTE:

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

 ELEC1249-011 05/05/2025

BROOME (Building, Heavy, and Highway) and CHENANGO (Heavy and Highway)

	Rates	Fringes
--	-------	---------

ELECTRICIAN (Line Construction) Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :		
Flagman.....	\$ 35.34	7%+27.65+a
Groundman digging machine operator.....	\$ 55.40	7%+27.90+a
Groundman truck driver (tractor trailer unit).....	\$ 49.25	7%+27.70+a

Groundman Truck driver.....	\$ 49.25	7%+27.70+a
Lineman and Technician.....	\$ 61.56	7%+31.90+a
Mechanic.....	\$ 49.25	7%+27.70+a
Substation:		
Cable Splicer.....	\$ 63.14	7%+38.40+a
Flagman.....	\$ 35.34	7%+27.65+a
Ground man truck driver....	\$ 49.25	7%+27.70+a
Groundman digging machine operator.....	\$ 55.40	7%+27.90+a
Groundman truck driver (tractor trailer unit).....	\$ 49.25	7%+27.70+a
Lineman & Technician.....	\$ 61.56	7%+31.90+a
Mechanic.....	\$ 49.25	7%+27.70+a
Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation		
Cable Splicer.....	\$ 64.59	7%+38.40+a
Flagman.....	\$ 35.34	7%+27.65+a
Groundman Digging Machine Operator.....	\$ 55.40	7%+27.90+a
Groundman Truck Driver (tractor-trailer unit).....	\$ 52.33	7%+27.70+a
Groundman Truck Driver.....	\$ 49.25	7%+27.70+a
Lineman & Technician.....	\$ 61.56	7%+31.90+a
Mechanic.....	\$ 49.25	7%+27.70+a

FOOTNOTE:

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

ELEC1249-012 01/01/2025

BROOME (Building, Heavy, and Highway) and CHENANGO (Heavy and Highway)

Rates Fringes

ELECTRICIAN (Line
Construction)
TELEPHONE, CATV
FIBEROPTICS CABLE AND

EQUIPMENT		
Cable splicer.....	\$ 40.81	3%+5.77
Groundman.....	\$ 20.53	3%+5.77
Installer Repairman- Teledata Lineman/Technician- Equipment Operator.....	\$ 38.73	3%+5.77
Tree Trimmer.....	\$ 31.45	3%+10.48

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

ELEV0062-003 01/01/2025

BROOME (Building, Heavy, and Highway) and CHENANGO (Heavy and Highway)

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 58.44	38.435+a+b

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

* ENGI0158-005 07/01/2025

BROOME COUNTY

	Rates	Fringes
Power equipment operators: (BUILDING:)		
GROUP A(1).....	\$ 51.71	32.80
GROUP A.....	\$ 49.31	32.80
GROUP B.....	\$ 48.85	32.80
GROUP C.....	\$ 46.54	32.80

Hazardous work- Anytime Operating Engineers are involved with Level C or above, \$3.00 per hour over regular rate.

FOOTNOTE:

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS (Building)

GROUP A(1): Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks over 5 tons

GROUP A: Shovel, all excavators (including rubber tire, full swing), gradalls, power road grader all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant,

concrete pump, belcrete system, automated asphalt concrete plant, tractor road paver, boom trucks 5 tons and under, Maintenance Engineer, self contained crawler drill-hydraulic rock drill.

GROUP B: Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, road roller, blacktop roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB VibroTamp or similar machine, batch bin and plant operator, dinkey locomotive, skid steer loader, track excavator 5/8 cu. yd. or smaller.

GROUP C: Fork lift, high lift, lull, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, selding machine, well point, mechanical heater, generators, temporary light plants, concrete pumps, electric submersible pump 4" and over, murphy type disel generator, conveyor, elevators, concrete mixer and beltcrete power pack (belcrete system seeding and mulching machines pumps.

 ENGI0158-019 07/01/2025

HEAVY & HIGHWAY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 57.30	33.55
GROUP 2.....	\$ 56.39	33.55
GROUP 3.....	\$ 53.82	33.55
GROUP 4.....	\$ 63.30	33.55
GROUP 5.....	\$ 61.80	33.55
GROUP 6.....	\$ 60.30	33.55
GROUP 7.....	\$ 58.61	33.55

POWER EQUIPMENT OPERATOR CLASSIFICATIONS (HEAVY & HIGHWAY):

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck , Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self Propelled, Slipform, Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.) Quad 9, Quarry Master (or equivalent), Scraper, Fireman,

Form Tamper, Grout Pump, Guniting Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (NonAutomated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill, Self-contained, Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders, L.C.M. Work Boat Operator, Locomotive Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier, ride-on, Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw, ride-on, Steam Cleaner, Pug Mill, Pump Crete Ready Mix Concrete Plant Refrigeration Equipment (for soil stabilization)Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill, Excluding Air-Track Type Drill, Skidder, Tractor with Dozer and/or Pusher, Trencher. Tugger Hoist, Vermeer saw (ride on, any size or type), Winch, Winch Cat

GROUP 3: A Frame Winch Hoist on Truck , Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving, Machine (ride on), Ballast Regulator, Ride-on Boiler (used in conjunction with production), Bituminous Heater, self-propelled, Boat (powered), Cement and Bin Operator, Compressors, Dust Collectors, Fork Lift, Generators, Pumps, Welding Machines, Light Plants, Heaters (hands-off equipment), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill, (Core), Drill, (Well,) Farm Tractor with accessories, Fine Grade Machine, Tamper, ride-on, Tie Extractor, ride-on, Tie Handler, ride-on, Tie Inserter, ride-on, Tie Spacer, ride-on, Tire Repair, Track Liner, ride-on, Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTE:

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

IRON0060-001 07/01/2025

BROOME; CHENANGO (Twps. of Afton, Bainbridge, Coventry, German, Greene, Gilford, McDonough, Norwich, Oxford, Preston, and Smithville):

Rates Fringes

IRONWORKER

Structural, Ornamental, Reinforcing, Pre-cast Concrete Erector, Machinery Mover & Rigger, Fence Erector, Stone Derrickman, Welder, Sheeter, Sheeter Bucker-up..\$	37.16	30.68
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IRON0440-003 07/01/2025

CHENANGO (Twps. of Columbus, New Berlin, North Norwich, Plymouth, Sherburne and Smyrna):

Rates Fringes

IRONWORKER

Structural, Ornamental, Rodmen, Reinforcement, Rigger, Machinery Mover, Fence Erector, Stone Derrickman.....\$	35.50	31.39
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LAB00017-003 06/01/2023

TWPS. OF COLUMBUS, SHERBURNE AND NEW BERLIN IN CHENANGO COUNTY

Rates Fringes

LABORER

HEAVY and HIGHWAY		
GROUP 1.....\$	38.40	30.40
GROUP 2.....\$	38.40	30.40
GROUP 3.....\$	41.90	30.40
GROUP 4.....\$	46.75	30.40

FOOTNOTES:

a. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Washington's Birthday, Election Day, Veterans Day provided the employee works one day in the calendar week during which the holiday occurs

HEAVY AND HIGHWAY CLASSIFICATIONS

GROUP 1: Flagperson, gateperson

GROUP 2: General Laborers, Chuck Tenders, Handling and Distributing of Drinking Water, Distributing all Tools and Supplies of Laborers, AFL-CIO Trades Tenders, Nipper, Powder Carrier, Magazine Tender, Warehousemen, Concrete Men, Vibrator Men, Mason Tender, Mortar Men, Spraying, Brushing and Covering of Concrete for Curing and Preservative Purposes, Traffic Striper, Scaffold Builder, Concrete Curb and Sidewalk Form Setters, permanent traffic

striping and reflective devices, placing and maintenance of all flares, cones, lights, signs, barricades, traffic patterns, and all temporary reflective type materials for traffic control, custodial work, traffic directors, temporary heat or light tenders, tool room, dewatering pump men, pitman, dumpmen, snow removal and firewatch, asphalt man, joint setter, signal person, pipelayer, pipelining and relining, wellpoints, conduit and duct layer, wire puller, rip rap and dry stone layer, steel rod carrier core drill, rock splitter, Hilti gun, air or electric, jackhammer, bush hammer, pavement breaker, chipping hammer, wagon drill, air track, jib rig, joy drill, gunite and sand blasting, coal passer and other machine operators, power tool operator sprayer and nozzle man on mulching and seeding machine, all guard rail and fence, all seeding and sod laying, all landscape work, grade checker, all bridge work, walk behind self-propelled power saw grinder, groover or similar type machine, walk behind tamper and roller of all types, salvage, stripping, wrecking and dismantling laborer (including barman, cutting torch and burner man), sheeting and shoring coming under laborers jurisdiction, bit grinder, operator of form pin puller and drivers, sandblasting joint and jet sealer, filling and wiring baskets for gabion walls, permanent sign man, median barrier, sta-wall or similar type product, chain saw operator, railroad track laborer, waterproofer, pre-stressed and pre-cast concrete brick, block and stone pavers, power tools used to perform work usually done by laborers, power buggy and pumpcrete operator, fireproof, plaster and acoustic pump, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous materials abatement when protective clothing and equipment is not required, power brush cutter, retention liners, artificial turf, retaining walls, walk behind surface planer, welding related to laborers work, remote controlled equipment normally operated by laborers, all technician work including but not limited to stitching, seaming, heat welding, fireproof sprayer, mortar mixer, concrete finisher, form setter for concrete curbs and flatwork, gunite nozzle man, stone cutters, granite stone layer, manhole, catch basin or inlet installing, laser men, ground man on milling machine

GROUP 3: Ingersoll Rand heavy duty crawler master type HCMZ, any drill using 4" or larger bit, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required, all working foremen including grade, pipe, concrete, clearing, blacktop drill, paving and blaster etc., hydraulic drill or similar, forklift for masonry only, blaster and asphalt screedman

GROUP 4: Asbestos, toxic, lead or hazardous material abatement foreman

 LAB00785-012 07/01/2024

BROOME; CHENANGO (Remainder of Counties):

	Rates	Fringes
LABORER		
LABORER HEAVY AND HIGHWAY:		
GROUP 1.....	\$ 35.56	25.60

GROUP 2.....	\$ 35.76	25.60
GROUP 3.....	\$ 35.96	25.60
GROUP 4.....	\$ 36.16	25.60
GROUP 5.....	\$ 38.76	25.60

LABORER CLASSIFICATIONS

GROUP 1: Laborers, flaggers, outboard and hand boats

GROUP 2: Bull float, chain saw, concrete aggregate, bin concrete bootman, gin buggy, hand or machine vibrator, jackhammer, mason tender, mortar mixer, pavement breaker, handlers of all steel mesh, small generators for laborers' tools, installation of bridge drainage pipe, pipelayers, vibrator type rollers, tamper, drill doctor tail or screw operator on asphalt paver, water pump operator (1 1\2' and single diaphragm), nozzle (asphalt gunnite, seeding and sandblasting), laborers on chain link fence erection, rock splitter and power unit, pusher type concrete saw and all other gas, electric, oil and air tool operators, wrecking laborers

GROUP 3: All rock or drilling machine operators (except quarry master and similar type), acetylene torch operators and asphalt paver, powderman

GROUP 4: Blasters, form setters, stone or granite curb setters

GROUP 5: Asbestos and hazardous waste removal

LAB00785-013 07/01/2024

BROOME (Remainder of County)

Rates Fringes

LABORER

LABORERS BUILDING:

GROUP 1.....	\$ 26.50	22.46
GROUP 2.....	\$ 28.50	22.46
GROUP 3.....	\$ 28.50	22.46

LABORERS CLASSIFICATION:

GROUP 1: Common laborers

GROUP 2: Masonry forklifts, bob cats, rock drilling equipment and blasters

GROUP 3: Asbestos and hazardous waste removal

PAIN0004-056 05/01/2024

Rates Fringes

Painters:

Bridges.....	\$ 42.06	30.59
Epoxy-Brush & Roller.....	\$ 28.60	23.83
Painters and Tapers.....	\$ 28.88	23.83
Spray Epoxy.....	\$ 29.00	23.83
Spray Work/Steeple Jack (over 100 ft).....	\$ 28.50	23.83

Structural Steel
 (buildings) Spray Work.....\$ 28.10 23.83
 Swing Scaffold, Boatswain
 Chair, Spray,
 Sandblasting, Steam
 Cleaning, Acid and High
 Pressure Water,
 Paperhangers, Vinyl
 Hangers, Power Grinders
 w/respirator.....\$ 28.10 23.83

 PAIN0677-003 05/01/2025

	Rates	Fringes
GLAZIER.....	\$ 30.00	31.95

 PLUM0112-010 05/01/2025

BROOME COUNTY (Building, Heavy, and Highway) Townships of
 Lisle, Triangle, Barker, Nanticoke, Newark Valley, Owego,
 Maine, Union, Vestal, Kirkwood, Conklin, Chenango, Fenton,
 Colesville, Windsor and Stanford

CHENANGO COUNTY (Heavy and Highway) Townships of Linklaen,
 Otselic, Smyrna, Sherburne, Columbus, Pitcher, Pharsalia,
 Plymouth, North Norwich, New Berlin, German, McDonough,
 Preston, Norwich, Smithville, Oxford, Guilford

	Rates	Fringes
PLUMBER/PIPEFITTER Southern Zone.....	\$ 44.91	33.31

 ROOF0203-004 06/01/2023

BROOME (Building, Heavy, and Highway) and CHENANGO (Heavy and
 Highway)

	Rates	Fringes
ROOFER.....	\$ 30.50	19.84

 * SFNY0669-005 01/01/2026

BROOME (Building, Heavy, and Highway) and CHENANGO (Heavy and
 Highway)

	Rates	Fringes
SPRINKLER FITTER.....	\$ 45.06	30.71

 SHEE0058-002 05/01/2025

CHENANGO COUNTY (Heavy and Highway):

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct Installation Projects over \$10 million...\$ 46.29	\$ 46.29	23.31
SHEETMETAL WORKER (HVAC Duct		

Installation Only)
 Projects with sheetmetal
 work contracts totalling
 \$10 million or less.....\$ 36.29 23.31

 SHEE0112-003 05/01/2023

BROOME COUNTY

	Rates	Fringes
Sheet Metal Worker.....	\$ 35.94	20.89

 TEAM0317-009 07/01/2025

	Rates	Fringes
Truck drivers:		
HEAVY & HIGHWAY		
GROUP 1.....	\$ 37.27	29.29+a
GROUP 2.....	\$ 37.27	29.29+a
GROUP 3.....	\$ 37.27	29.29+a
GROUP 4.....	\$ 37.47	29.29+a
GROUP 5.....	\$ 37.47	29.29+a

FOOTNOTES:

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

TRUCK DRIVERS HEAVY & HIGHWAY CLASSIFICATIONS:

GROUP 1: Pickups; panel trucks; flatboy material trucks (straight jobs); single-axle dump trucks; dumpsters; receivers; greasers; truck tiremen

GROUP 2: Tandems; batch trucks mechanics

GROUP 3: Semi-trailers; low-boy trucks; asphalt distributors trucks; agitator; mixer trucks and dumpcrete type vehicles; truck mechanic; fuel truck

GROUP 4: Specialized earth moving equipment - euclid type or similar off-highway equipment, where not self loaded; straddle (ross) carrier; self contained concrete unit

GROUP 5: Off-highway tandem back-dump; twin engine equipment and double hitched equipment where not self loaded

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

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 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

=====

END OF GENERAL DECISION"

ATTACHMENT 5



Evolution Series E9000 Motor Control

CAT. NO. 15038932010

DIAGRAM NO. 377B2968

AMPS SUPPLY 800 SECT. 300 SECT.

480 VOLTS 3 PHASE 3 WIRE 60 HZ



MOTOR CONTROL CENTER

SECTION 1 OF 7

NO. AN-20526 PLANT MM

BUS SHORT CIRCUIT RATING 65000 RMS
 SYMMETRICAL AMPS 600 VOLTS MAXIMUM. DO NOT
 INSTALL ON CIRCUITS WITH AVAILABLE SHORT
 -CIRCUIT CURRENTS GREATER THAN THE LOWEST
 SHORT-CIRCUIT RATING OF ANY INSTALLED UNIT.

NP204B4142EXP69 MONTERREY N.L. MADE IN MX

GE

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1-888-GE-RESOLVe

1-888-437-3765
 International 1-804-965-1124

Register this product!
geelectrical.com/productregistration/



Imagination at work

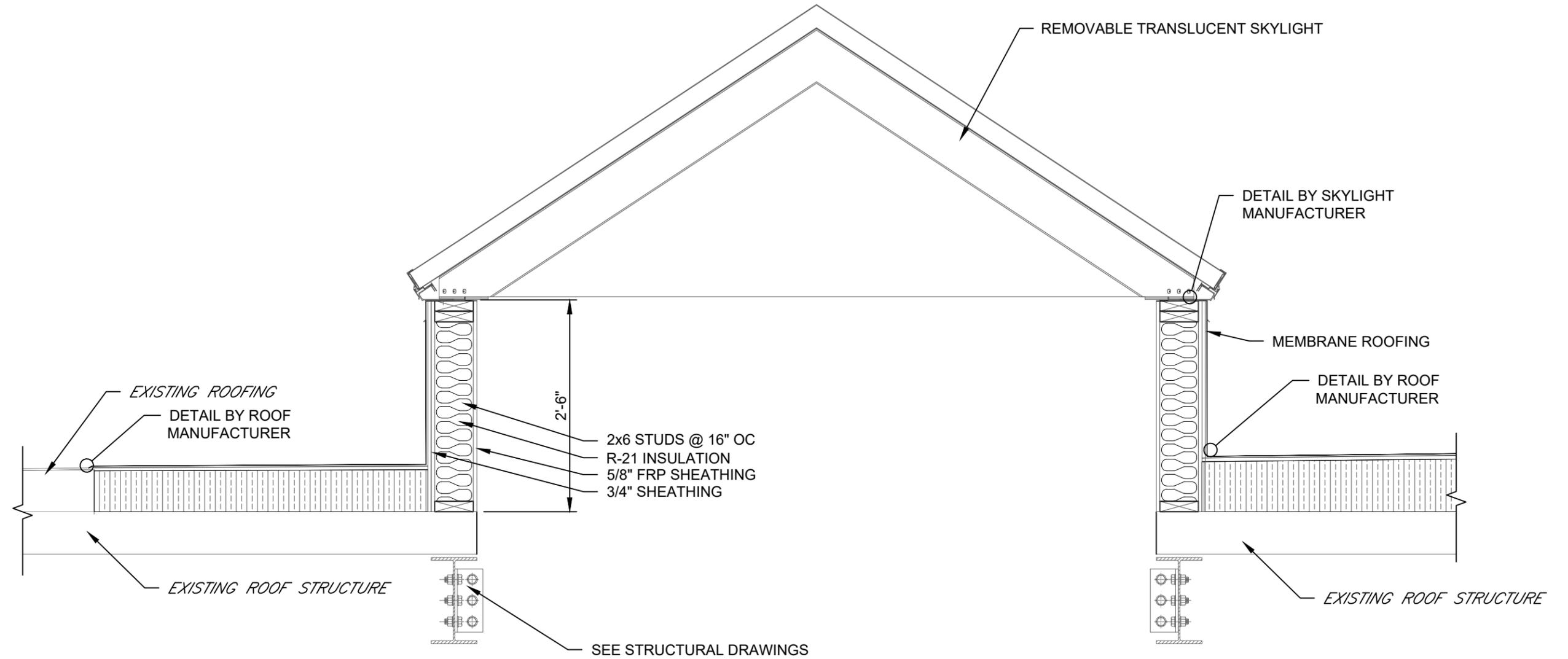
In-Warranty Service

Genuine GE Spare Parts

GE Field Service Support

273A7734FCP1

ATTACHMENT 6



A
A-107 PARTIAL SECTION
 SCALE: 3/4" = 1'-0"

ATTACHMENT 7

©2023 Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C.
 The following is paraphrased from the New York Education Law, Article 145, Section 7209, and Chapter II, Section 79-1.4, and applies to this drawing: "It is a violation of this law for any person unless he is acting under the direction of a licensed professional engineer, licensed landscape architect or licensed land surveyor to alter an item in any way, if an item bearing the seal of an engineer, landscape architect or land surveyor is altered, the altering engineer, landscape architect or land surveyor shall affix to the item his seal and the notation "altered by" followed by his signature and the date of such alteration and a specific description of the alteration."

CLIENT / SUBCONSULTANT:



Environmental Design & Research,
 Landscape Architecture, Engineering & Environmental Services, D.P.C.
 217 Montgomery Street, Suite 1100
 Syracuse, New York 13202
 P. 315.471.0688

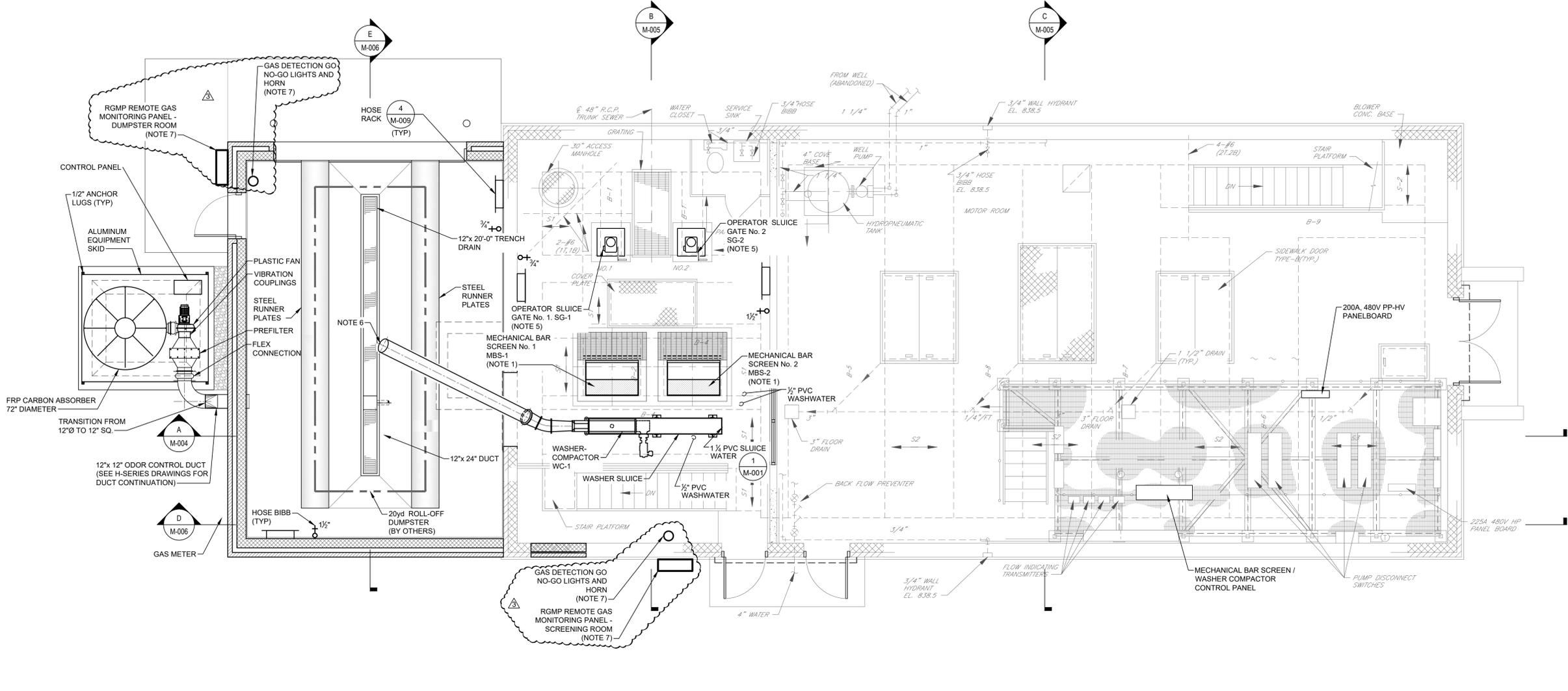
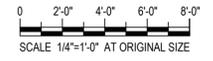
PROJECT TITLE: **TERMINAL PUMPING STATION UPGRADE**
 PROJECT LOCATION: **BINGHAMTON, NY**
 CLIENT: **CITY OF BINGHAMTON, NEW YORK**
 DRAWING TITLE: **PUMP STATION TOP PLAN**

DRAWINGS ISSUED FOR / REVISIONS		BY	CHK	APP	DATE
1	02/2026 FOR BID	MIL	ASD	MET	02/2026
2	7/28/25 ADDENDUM No. 3	KAD	ASD	MET	
3					
4					
5					
6					

CONTRACT NO. **1**

EDR JOB#: **24124**
 SCALE: **AS SHOWN**
 DRAWN BY: **KAD**
 CHECKED BY: **MJL**
 DRAWING NUMBER: **M-003**

- NOTES:**
- CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS AND FIELD CONDITIONS PRIOR TO ORDERING EQUIPMENT.
 - REFER TO DRAWING M-009 FOR MISCELLANEOUS DETAILS.
 - COORDINATE PIPE, CONDUIT AND EQUIPMENT LOCATIONS WITH EQUIPMENT MANUFACTURER'S REQUIREMENTS AND DRAWINGS OF OTHER DISCIPLINES.
 - REFER TO DRAWING M-009 FOR GATE SCHEDULE. GATES ARE TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
 - COORDINATE WITH OWNER PERSONNEL FOR DESIRED ORIENTATION OF VALVE OPERATORS (CHAIN OPERATORS) AND GATE OPERATORS (HAND WHEEL/HANDLE).
 - CHUTE DESIGN SHALL DISCHARGE SCREENINGS TO THE CENTER AREA OF THE DUMPSTER.
 - GAS SENSING EQUIPMENT TO BE SUPPLIED UNDER CONTRACT 1.



TOP PLAN @ EL. 836.00
 SCALE: 1/4" = 1'-0"