

VILLAGE OF HIGHLAND FALLS

303 Main Street, Highland Falls, New York 10928

SENIOR CENTER

RENOVATION

15 Drew Avenue

ORANGE COUNTY

COMMUNITY DEVELOPMENT BLOCK GRANT

Contract Number 2021-0986

PROJECT MANUAL

May 2022

**LISCUM McCORMACK VANVOORHIS, LLP
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Architecture * Planning * Interior Design**

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LEGAL NOTICE

VILLAGE OF HIGHLAND FALLS ORANGE COUNTY, NEW YORK

COMMUNITY DEVELOPMENT BLOCK GRANT VILLAGE OF HIGHLAND FALLS SENIOR CENTER IMPROVEMENTS CONTRACT NO. 2021-0986

NOTICE TO BIDDERS

Sealed bids will be received at the Office of the Village Clerk, Village of Highland Falls, Village Hall, 303 Main Street, Highland Falls, New York 10928, until 11:00 A.M. on _____ immediately after which the bids will be opened publicly and read.

The work under this Contract comprises the furnishing of all tools, equipment, materials and labor for the construction of the Village of Highland Falls Senior Center Improvements located in Highland Falls, New York, complete, in place, tested and ready for use in accordance with the Contract Documents prepared by J. Robert Folchetti & Associates, L.L.C.

The principal features of the Work to be performed for this Project include:

1. Installation of new HVAC ducts, drop ceiling, windows, lighting, patio pavers, kitchen cabinetry, and concrete handicap ramp.

The foregoing is a general description only and shall not be construed as a complete description of the Work to be performed for this Project.

One Bid will be received. Bids shall be on a unit price basis.

Prevailing wages established under the Davis-Bacon act will apply to this Contract. The Contract Documents contain requirements addressing prevailing labor wage rates, labor standards, nondiscrimination in hiring practices, goals for minority and female participation, MBE and WBE participation, Section 3 requirements, and related matters.

Contract Documents may be examined at the Highland Falls Village Hall or the office of the ENGINEER, J. Robert Folchetti & Associates, L.L.C., 31 Sodom Road, Brewster, NY. Copies may be obtained from the offices of J. Robert Folchetti & Associates, LLC., 31 Sodom Road, Brewster, NY 10509, beginning on _____ Monday through Friday. Prospective bidders requests for mailing of Contract Documents will be filled by Federal Express or UPS. Prospective bidders shall furnish a prepaid Air Bill. Neither the OWNER nor the ENGINEER will be responsible for full or partial sets of Contract Documents, including any Addenda, obtained from other sources.

Legal Notice - 2

Bid security, and proof of qualifications to perform the Work shall be as described in the Instructions to Bidders.

Bidders shall comply with all special and statutory requirements in accordance with the Instructions to Bidders.

Contract time of commencement and completion will be as specified in the Agreement.

Each bid shall be accompanied by, a Bid Bond, the coverage of which is specified in the Instructions to Bidders. The Bid Bond Form is contained herein as part of the Contract Documents. Bonding Firm must be listed in OMB Circular 570.

Prevailing Wage Rates under Davis Bacon and MBE/WBE, as applicable, apply to this Contract.

This project is subject to the provisions of Article 5-A of the General Municipal Law of the State of New York and certificates required thereunder shall be available for public inspection at the office of the Village Clerk, Village of Highland Falls, NY.

For any reason whatsoever or for no reason the Village reserves the right to waive any informalities in the bids or to reject any and all bids. No bidder may withdraw his bid except by written request submitted at least twenty-four hours before the time for opening or until the lapse of 90 days after the actual opening thereof.

The Village is exempt from payment of sales and compensating use taxes of the State of New York and of Cities and Counties on all materials to be incorporated into the Work. These taxes shall not be included in the Bid.

The Village will furnish the required certificates of tax exemption to the CONTRACTOR for use in the purchase of supplies and materials to be incorporated into the Work.

The Village's exemption does not apply to construction tools, machinery, equipment or other property purchased by or leased by the CONTRACTOR, or to supplies or materials not incorporated into the Work.

Legal Notice - 3

Non-Discrimination and Affirmative Action Policy:

It is the policy of the Village that their Contractors shall comply with all Federal, State, and local law, policy orders, rules and regulations which prohibit unlawful discrimination against any employee or applicant for employment because of race creed, color, or national origin, sex, sexual orientation, age, disability or marital status and will take affirmative action to insure that they are afforded equal employment opportunities.

Provisions concerning this requirement are detailed in the Supplementary Conditions.

BY ORDER OF THE BOARD OF TRUSTEES
VILLAGE OF HIGHLAND FALLS

MAYOR JOSEPH D'ONOFRIO

VILLAGE OF HIGHLAND FALLS
ORANGE COUNTY, NEW YORK

COMMUNITY DEVELOPMENT BLOCK GRANT
VILLAGE OF HIGHLAND FALLS SENIOR CENTER IMPROVEMENTS
CONTRACT NO. 2021-0986

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 - DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders, which are defined in the General and Supplementary Conditions, have the meanings assigned to them in the General and Supplementary Conditions. The term "Successful Bidder" means the Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) awards the Contract.

ARTICLE 2 - BIDS RECEIVED

- 2.1 Refer to Notice to Bidders for information on receipt of Bids.

ARTICLE 3 - LOCATION AND DESCRIPTION OF PROJECT

- 3.1 Refer to Section 1A1 of the General Requirements for the location and description of the Project.

ARTICLE 4 - COPIES OF BIDDING DOCUMENTS

- 4.1 Refer to Notice to Bidders for information on examination and procurement of documents.
- 4.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 4.3 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

ARTICLE 5 - QUALIFICATIONS OF BIDDERS

- 5.1 Bidders shall be experienced in the kind of Work to be performed, shall have the necessary equipment therefore, and shall possess sufficient capital to properly execute the Work within the time allowed. Bids received from Bidders who have previously failed to complete work within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show that he has the necessary ability, plant and equipment to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the time specified. A Bid may be rejected if Bidder is already obligated for the performance of other work which would delay the commencement, prosecution or completion of the Work.

- 5.2 As evidence of his competency to perform the Work, Bidder shall complete and submit with his Bid the Bidder's Qualification Statement which is bound in the Project Manual. Low Bidders may be asked to furnish additional data to demonstrate competency.
- 5.3 Each Bid must contain evidence of Bidder's qualifications to do business in New York State or covenant to obtain such qualification prior to execution of Agreement.
- 5.4 Bids will not be received from Bidders currently listed on the State of New York's, the Department of Labor's, or the United States Environmental Protection Agency's debarred lists.

ARTICLE 6 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 6.1 Before submitting a Bid, each Bidder shall (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.
- 6.2 Reference is made to the Supplementary Conditions for the identification of the report of investigation and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect cost, progress or performance of the Work which have been utilized by ENGINEER in preparation of the Drawings and Specifications. OWNER and ENGINEER will make copies of such reports available at the cost (non-refundable) as indicated in the Supplementary Conditions to any Bidder requesting them. These reports are not intended to constitute any explicit or implicit representation as to the nature of the subsurface and latent physical conditions which may be encountered at the site or to constitute explicit or implicit representations as to any other matter contained in any report. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents. Before submitting his Bid each Bidder will, at his own expense, make such investigations and tests as the Bidder may deem necessary to determine that his Bid for performance of the Work is in accordance with the Contract Documents.
- 6.3 A statement that the Bidder or his authorized representative has personally inspected the project site is required from each Bidder. A Site Visitation Statement is bound in the Project Manual and shall be submitted with each Bid.
- 6.4 On written request, OWNER will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.
- 6.5 The lands upon which the Work is to be performed and other lands designated for use by CONTRACTOR in performing the Work are identified in the Supplementary Conditions, General Requirements or Drawings.

Access, easements and/or land acquisition required for the Work shall be secured by the OWNER.

- 6.6 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 6 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work, and that proper and necessary inspection of the site has been performed.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

- 7.1 All questions about the meaning or intent of the Bidding Documents or the Contract Documents shall be submitted to the ENGINEER in writing. Questions may be submitted electronically to todd.atkinson@jrfa.com. In order to receive consideration, questions must be received by the ENGINEER no later than 2:00 p.m. of the third day prior to the date fixed for the opening of Bids. Any interpretations of questions so raised, which in the opinion of the ENGINEER require interpretations, will be issued by Addenda mailed or delivered to all parties recorded by the ENGINEER as having received the Bidding and Contract Documents for receipt not later than three days prior to the date fixed for the opening of Bids. CONTRACTOR shall be mailed such notices to its business address unless otherwise specified. The ENGINEER or OWNER will not be responsible for oral interpretations or clarifications which anyone presumes to make on their behalf.
- 7.2 OWNER may issue such additional Addenda as may be necessary to clarify, correct or change the Bidding Documents or the Contract Documents. Such Addenda, if any, will be issued in the manner and within the time period stated in Paragraph 7.1.

ARTICLE 8 - BID SECURITY

- 8.1 Bids must be accompanied by a certified check, cashier's check, or Bid Bond in the sum of 10 percent of the total price bid or satisfactory to and payable to the order of the OWNER.
- 8.2 Bid Bond shall be on the form bound in the Project Manual. Bid Bond shall be issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions. Bonding Firms are required to be listed in OMB Circular 570.
- 8.3 The bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon the bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within ten days after the Notice of Award, OWNER may annul the Notice of Award and the bid security of that Bidder will be forfeited to the OWNER as liquidated damages for such failure.

- 8.4 The bid security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the third day, Saturdays, Sundays and holidays excepted, after the Effective Date of the Agreement as executed by the Successful Bidder or the ninety-first day after the Bid opening. The bid security of other Bidders will be returned within ten days after the Bid opening, Saturdays, Sundays and holidays excepted.

ARTICLE 9 - CONTRACT TIME

- 9.1 The number of days within which the Work is to be substantially completed and fully completed (the Contract Time) are set forth in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

- 10.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE MATERIAL AND EQUIPMENT

- 11.1 Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submittal of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Paragraph 6.3 of the General Conditions which may be supplemented in the General Requirements.
- 11.2 Refer to Section 1H2 of the General Requirements for the period of time after the Effective Date of the Agreement during which the ENGINEER will accept applications for substitute or "or-equal" items of material or equipment.

ARTICLE 12 - SUBCONTRACTORS AND OTHERS

- 12.1 If the General or Supplementary Conditions require the identity of certain Subcontractors and other persons and organizations to be submitted to OWNER in advance of the Notice of Award, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the day of the Bid opening submit to OWNER a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by the Subcontractors DUNS and FEIN, an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested by OWNER. If OWNER or ENGINEER after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in bid price. If the apparent Successful Bidder declines to

make any such substitution, the Contract shall not be awarded to such Bidder, but his declining to make any such substitution will constitute grounds for sacrificing his bid security. Any Subcontractor, other person or organization so listed and to whom OWNER or ENGINEER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER.

- 12.2 No CONTRACTOR shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.
- 12.3 CONTRACTOR's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" identified in General Conditions, Part II, Federal Requirements **Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)**.
- 12.4 MBE/WBE Solicitation. CONTRACTOR shall include in their bid the Section 3 Intent to Comply form bound in the Project Manual which indicates its commitment to meet resident hiring requirements. If a bidder/proposer fails to submit a Section 3 Intent to Comply form along with the bid/proposal, such bid/proposal will be declared as "non-responsive."

ARTICLE 13 - PREPARATION OF BID

- 13.1 A Bid must be made on the Bid Form bound in the Project Manual, or the Bid Form included in an Addendum, as applicable. The Bid Form shall be attached to the Project Manual and it shall not be altered in any way.
- 13.2 The Bid Form must be completed in blue or black ink. Blank spaces in the Bid Form must be filled in correctly where indicated, and the Bidder must state, both in words and numerals, the prices for which he proposes to do each and every item of Work. Ditto marks shall not be used.
- 13.3 A Bidder shall execute his Bid as stated below.
 - A. A Bid by an individual shall show his name and official address.
 - B. A Bid by a partnership or limited liability company must be executed in the partnership or limited liability company name and signed by a partner or member/manager of the limited liability company. His title must appear under his signature and the official address of the partnership shall be shown.
 - C. A Bid by a corporation must be executed in the corporate name by an officer of the corporation and must be accompanied by a certified copy of a Resolution of the Board of Directors authorizing the person signing the Bid to do so on behalf of the corporation. The corporate seal shall be affixed and attested by the secretary.

The state of incorporation and the official corporate address shall be shown.

D. All names must be printed below the signatures.

13.4 The Bid shall contain an acknowledgment of the receipt of all Addenda in the space provided on the Bid Form.

13.5 The name, address and phone number to which communications regarding the Bid are to be directed shall be shown.

13.6 In addition to the Bid Form, the following listed documents shall be executed in the manner described in Paragraph 13.3 unless another manner is indicated, and submitted with the Bid.

*A. Bid Bond.

*B. Certificate of Surety.

*C. Certified Copy of Resolution of Board of Directors (if corporation).

*D. Statement of Bidders Qualifications.

*E. Noncollusion Affidavit.

*F. Certification By Bidder Regarding Equal Employment Opportunity.

*G. Certification of Nonsegregated Facilities.

*H. Sexual Harassment Prevention Certification.

*I. Iran Divestment Act Certification

*J. Bidders Certification of Limited Foreign Involvement

*H. Site Visitation Statement.

*I. Section 3 Intent to Comply Form.

* Forms included in Project Manual.

ARTICLE 14 - SUBMISSION OF BID

14.1 CONTRACTOR is advised that their FEIN number and DUNS number are required on the Bid Form.

- 14.2 Bids shall be submitted at the time and place indicated in the Notice to Bidders.
- 14.3 The Bid shall be enclosed in an opaque sealed envelope plainly marked on the outside with the word "BID", name of the Bidder, his address, his license or registration number if applicable, and the name of the Project. Bid shall be submitted with bid security and other required documents.
- 14.4 If the Bid is sent through the mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in another envelope plainly marked on the outside with the notation "Bid Enclosed". Mailed Bids shall be addressed to Village Clerk, Highland Falls Village Hall, 303 Main Street, Highland Falls, New York, 10928.
- 14.5 Bids submitted by mail shall be sent by certified mail, return receipt requested. The OWNER will not be responsible for the late delivery of mail.

ARTICLE 15 - MODIFICATION OR WITHDRAWAL OF BID

15.1 Withdrawal Prior to Bid Opening:

- A. A Bidder may withdraw his Bid up to 24 hours before the time fixed for the opening of Bids by communicating his purpose in writing to the OWNER. Upon receipt of such written notice, the unopened Bid will be returned to the Bidder.

15.2 Modification Prior to Bid Opening:

- A. If a Bidder wishes to modify his Bid, he must withdraw his initial Bid in the manner specified in Paragraph 15.1.A and submit a new Bid.

15.3 Withdrawal of Bid After Bid Opening:

- A. If the OWNER fails to award a Contract for this Work within 45 days from the date of opening of Bids, the Bidder may nullify or withdraw his Bid by communicating his purpose in writing to the OWNER. Prior to expiration of the 45-day period, and in the absence of written notice of withdrawal thereafter, the Bid shall be deemed to be in full force and effect.

ARTICLE 16 - OPENING OF BIDS

- 16.1 Bids will be opened as indicated in the Notice to Bidders.
- 16.2 Bids received by mail or otherwise after the time specified for the opening of Bids will not be accepted and will be returned to the Bidder unopened.

- 16.3 When Bids are opened publicly they will be read aloud, and an abstract of the amounts of the base Bids and major alternatives (if any) will be made available after the opening of Bids.

ARTICLE 17 - DISQUALIFICATION OF BIDDERS

- 17.1 Bids for the same Work from an individual, or a firm, partnership, limited liability company, limited liability partnership, corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder is interested.

ARTICLE 18 - BIDS TO REMAIN OPEN

- 18.1 All Bids shall remain open for 45 days after the day of the opening of Bids, but the OWNER may, in his sole discretion, release any Bid and return the bid security prior to that date.

ARTICLE 19 - AWARD OF CONTRACT

- 19.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities, and the right to disregard all nonconforming, nonresponsive or conditional Bids.
- 19.2 OWNER reserves the right to reject any Bid not accompanied by specified documentation and bid security.
- 19.3 OWNER reserves the right to reject any Bid if it shows any omissions, alterations of form, additions not called for, conditions or qualifications, or irregularities of any kind.
- 19.4 OWNER reserves the right to reject any Bid that, in its sole discretion, is considered to be unbalanced or unreasonable as to the total amount bid or the amount bid for any lump sum or unit price item.
- 19.5 In evaluating Bids, discrepancies between words and figures will be resolved in favor of words. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 19.6 In evaluating Bids, OWNER will consider the qualifications of Bidders; whether or not the Bids comply with the prescribed requirements; the alternatives, if any; and the lump sum and unit prices, if requested in the Bid Form. The OWNER reserves the right to accept any items or group of items of any Bid.
- 19.7 OWNER may consider the qualifications and experience of Subcontractors and other persons and organizations, (including those who are to furnish the principal items of

material or equipment), proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions.

- 19.8 OWNER may conduct such investigation as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations, to do the Work in accordance with the Contract Documents. OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER's satisfaction.
- 19.9 If a Contract is to be awarded, it will be awarded to the lowest responsive and responsible Bidder, who has neither been disqualified nor rejected pursuant to Article 5, Article 17 or this Article 19.
- 19.10 OWNER reserves the right to accept any Bid deemed to be in the best interests of the Project even though the Bid chosen may result in the award for the Contract to a Bidder whose Bid is not, on mathematical basis alone, the low Bid.

ARTICLE 20 - CONTRACT SECURITIES

- 20.1 Performance and Payment Bonds shall be furnished in the forms bound in the Project Manual. The amounts of and other requirements for Performance and Payment Bonds are stated in Paragraph 5.1 of the General Conditions. The requirements for delivery of Bonds are stated in Paragraph 2.1 of the General Conditions. Additional requirements may be stated in the Supplementary Conditions.

ARTICLE 21 - CONTRACTOR'S INSURANCE

- 21.1 The requirements for CONTRACTOR's insurance are stated in Article 5 of the General Conditions and in the Supplementary Conditions. The requirements for delivery of Certificates of Insurance are stated in Paragraph 2.1 of the General Conditions.
- 21.2 The Successful Bidder shall within five days from the date of the Notice of Award deliver to OWNER, for his review and approval, the required policies of insurance. Upon approval, the policies will be returned to the Bidder and he shall submit Certificates of Insurance to the OWNER as stated in the General Conditions.

ARTICLE 22 - EXECUTION OF AGREEMENT

- 22.1 The Successful Bidder, or his authorized representative, will be required to produce the Contract Securities offered by him and execute the Agreement within ten days from the date of the Notice of Award.
- 22.2 The OWNER will prepare the documents, and will identify, in the Notice of Award, the method in which the documents will be executed.

ARTICLE 23 - NOTICE TO PROCEED

23.1 Issuance of the Notice to Proceed shall be as stated in Article 2 of the General Conditions.

ARTICLE 24 - EXCEPTIONS

24.1 If, for any reason, the Bidder takes exception to any part of the Bidding or Contract Documents, as contained herein, the Bidder shall note the exception in his Bid and give the reason for the exception.

24.2 The OWNER will review the exceptions, if any, as noted and the reasons for those exceptions and reserves the right to either reject or accept the exceptions, and reasons as noted, whichever proves to be in the best interest of the OWNER.

ARTICLE 25 - QUANTITY, DELIVERY AND APPROPRIATION

25.1 Unless otherwise specified in the Bid Form, Supplementary Conditions or General Requirements for an individual class of commodity, the quantities listed in the Bid Form are estimates only, and the OWNER does not guarantee to purchase any definite quantities. The amount purchased, however, shall be all of the OWNER's requirements during the term of the Contract, whether they be more or less than the estimate given.

25.2 The OWNER reserves the right to purchase additional quantities, if the need may indicate, at the same unit price as established within the Contract during the term of the Contract.

ARTICLE 26 - SPECIAL REQUIREMENTS

26.1 Compliance with Laws and Regulations:

A. CONTRACTOR is to be aware that this project is partially funded by the Empire State Development Corporation, and the CONTRACTOR is to comply with all rules, requirements and regulations of this Agency.

26.2 Refer to General and Supplementary Conditions and General Requirements for further Special Requirements.

ARTICLE 27 - PRE-BID CONFERENCE

27.1 A pre-bid conference will be held on June 2, 2022 at 10:00 AM local time, at the Village Hall, 303 Main Street, Highland Falls, New York 10928. All prospective Bidders and interested parties are invited and encouraged to attend the pre-bid conference. The purpose of the pre-bid conference is to afford the prospective Bidders and interested parties an opportunity to raise questions pertaining to the Bidding and Contract Documents and for the OWNER or its representatives to clarify any points.

- 27.2 Nothing discussed during the pre-bid conference will be construed to have changed the intent of the Bidding and Contract Documents. These documents as issued stand. Any potential clarifications, which may be required as a result of the pre-bid conference, will be issued in an Addendum to the Bidding and Contract Documents.

ARTICLE 28 - DAVIS BACON AND PREVAILING WAGE RATES

- 28.1 The Davis Bacon and Prevailing Wage Rate Determinations are included in the Supplementary Conditions.
- 28.2 CONTRACTOR is advised that Davis Bacon Wage Rates are included in this Contract Book. New York Law requires that the CONTRACTOR pay the HIGHER of State prevailing wages or Davis-Bacon for each class of worker. Davis Bacon Wage Rates must be paid to employees, subcontractors, and the like where applicable during the course of the Project Work.

++END OF SECTION++

(THIS BID FORM SHALL NOT BE DETACHED FROM THE PROJECT MANUAL. THE ENTIRE PROJECT MANUAL SHALL BE RETURNED WITH THE EXECUTED BID).

BID FORM

BID FOR:

Village of Highland Falls
Community Development Block Grant
Village of Highland Falls Senior Center Improvements
Contract No. 2021-0986

BID TO:

Village Clerk
Highland Falls Village Hall
303 Main Street
Highland Falls, New York 10928

BID FROM: _____
(Print or Type Name of Bidder)
(/A Corporation/A Partnership/An Individual/A Joint Venture/
[Bidder to strike out inapplicable terms.]

BIDDERS FEIN NUMBER _____

BIDDERS DUNS NUMER _____

The undersigned Bidder offers and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

Bidder declares that no person or persons other than those named herein are interested in this Bid; that this Bid is made without collusion with any other person, firm or corporation; and that no person or persons acting in any official capacity for the OWNER are directly or indirectly interested in this Bid, or in any portion of the profit thereof.

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that he has examined the Instructions to Bidders, all of the other Bidding Documents and all of the Contract Documents; that he has examined the actual site and locality where the Work is to be performed; that he has familiarized himself with the legal requirements (federal, state and local laws, ordinances, rules and regulations); that he has made such independent investigations as he deems necessary; and that he has satisfied himself as to all conditions affecting cost, progress or performance of the Work.

Bidder further agrees as follows: 1) that this Bid shall remain open and may not be withdrawn for the time period set forth in the Instructions to Bidders (Instructions); 2) that he accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of his bid security; and that, 3) upon acceptance of this Bid, he will execute the Agreement and will furnish the required contract securities and insurance certificates within the time period(s) set forth in the

Instructions to Bidders, which Instructions are incorporated herein by reference for full meaning and import.

The approximate quantities of Work to be performed under the proposed Agreement are set forth in the Bid Form. These quantities are to be considered as approximate only and are given solely for the comparison of Bids. The OWNER does not expressly or by implication agree that the actual amounts will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the Work as may be deemed necessary by the ENGINEER. The CONTRACTOR shall at no time make claim for anticipated profit or loss of profits because of any difference between the quantities of Work actually done, or of material actually furnished, and the estimated quantities. The CONTRACTOR will be paid only for the actual quantities of Work performed at the Contract bid prices.

AMOUNTS TO BE SHOWN IN BOTH WORDS AND IN NUMERALS. IN CASE OF DISCREPANCY, AMOUNTS SHOWN IN WORDS WILL GOVERN.

In accordance with the above understandings and agreements, Bidder will complete the Work for the following sums:

SECTION 00 41 00
BID FORM
CDBG CONTRACT NO. 2021-0986

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Owner
1. _____
2. _____

1.02 FOR:

- A. _____

1.03 DATE: _____ (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name _____
1. Address _____
2. City, State, Zip _____

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by _____ for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. _____ dollars
(\$ _____), in lawful money of the United States of America.
- C. We have included the required security deposit as required by the Instruction to Bidders.
- D. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
- E. All applicable federal taxes are included and State of _____ taxes are included in the Bid Sum.
- F. All Cash and Contingency Allowances described in Section 01 21 00 - Allowances are included in the Bid Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for forty-five days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work in _____ calendar weeks from Notice to Proceed.
(Bidder to enter number of weeks.)

1.08 UNIT PRICES

- A. The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:
- B. ITEM DESCRIPTION - UNIT QUANTITY - UNIT PRICE - ITEM VALUE

1.09 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
 - 1. _____ percent overhead and profit on the net cost of our own Work;
 - 2. _____ percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus _____ of the overhead and profit percentage noted above.

1.10 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
 - 1. Addendum # _____ Dated _____.
 - 2. Addendum # _____ Dated _____.

1.11 BID FORM SUPPLEMENTS

- A. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
 - 1. Document 00 43 22 - Unit Prices Form: Include a listing of unit prices specifically requested by Contract Documents.
 - 2. Document 00 43 23 - Alternates Form: Include the cost variations to the Bid Sum applicable to the Work as described in Section _____.
 - 3. Document 00 43 36 - Proposed Subcontractors Form: Include the names of all Subcontractors and the portions of the Work they will perform.

1.12 BID FORM SIGNATURE(S)

- A. The Corporate Seal of
- B. _____
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. _____
- F. (Authorized signing officer, Title)
- G. (Seal)
- H. _____
- I. (Authorized signing officer, Title)

1.13 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

**Description of Add Alternate Bids for Renovation to Village of Highland Falls
Senior Center LMV Project Number 20001a**

Unless noted otherwise all materials within the systems described below are to meet all originally specified grades, requirements and standards.

Add- Alternate Bid #1 - **New Rear Patio-** Preparation of existing grade and installation of a new partial retaining wall system and reinforced concrete Patio as shown on drawings. Install as required to meet all manufacturer's requirements and to comply with existing conditions.

**SECTION 01 23 00
ALTERNATES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of Alternates.
- B. Procedures for pricing Alternates.
- C. Documentation of changes to Contract Sum and Contract Time.

1.02 RELATED REQUIREMENTS

- A. Document 00 21 13 - Instructions to Bidders: Instructions for preparation of pricing for Alternates.
- B. Document 00 43 23 - Alternates Form: List of Alternates as supplement to Bid Form.
- C. Document 00 52 00 - Agreement Form: Incorporating monetary value of accepted Alternates.

1.03 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.04 SCHEDULE OF ALTERNATES

- A. Alternate No. ____ - ____:
 - 1. Base Bid Item: Section ____ and Drawing number ____ including ____.
 - 2. Alternate Item: Section ____ and Drawing number ____ including ____.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 00 43 23
ALTERNATES FORM**

PARTICULARS

1.01 THE FOLLOWING IS THE LIST OF ALTERNATES REFERENCED IN THE BID SUBMITTED BY:

1.02 (BIDDER) _____

1.03 TO (OWNER): _____

1.04 DATED _____ AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

ALTERNATES LIST

2.01 THE FOLLOWING AMOUNTS SHALL BE ADDED TO OR DEDUCTED FROM THE BID AMOUNT. REFER TO SECTION 01 23 00 - ALTERNATES.

2.02 ALTERNATE # 1: ADD / (DEDUCT) \$ _____

2.03 ALTERNATE # 2: ADD / (DEDUCT) \$ _____

2.04 ALTERNATE # 3: ADD / (DEDUCT) \$ _____

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

(Insert Name, or Legal Title, of Bidder)

of _____
(Insert Address of Bidder)

as Principal, hereinafter called the Principal, and _____

(Insert Name, or Legal Title, of Surety)

of _____
(Insert Address of Surety)

a corporation duly organized under the laws of the State of _____

as Surety, hereinafter called the Surety, are firmly bound unto The Village of Highland Falls, as Obligee, hereinafter called the Obligee, in the penal sum of _____ Dollars.

(Surety to Insert Amount)

For the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for Construction of the Village of Highland Falls Senior Center Improvements Project, CDBG Contract 2021-0986.

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such Bid, and provide such insurances as may be specified in the Bidding or Contract Documents, and give such Bond or Bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety acceptable to the Obligee, or in the event of the failure of the Principal to enter such Contract and provide such insurances and give such Bond or Bonds, if the Principal shall pay to the Obligee the penal amount of this Bond, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extension of the time within which the Oblige may accept the Bid of the Principal and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on this _____ day of _____, 20____.

------(Individual Principal)-----

By _____
(Individual's Signature)

(Printed or Typed Name of Individual)

Doing business as _____

------(Partnership Principal)-----

By _____
(Firm's Name)

(Partner's Signature)

(Printed or Typed Name of Partner)

------(Corporate Principal)-----

By _____
(Corporation's Name)

(State of Incorporation)

By _____(Signature of Officer Authorized to Sign)

(Printed or Typed Name and Title of Officer Authorized to Sign)

(CORPORATE SEAL)

Attest _____
(Secretary)

------(Joint Venture Principals)-----

By _____
(Signature)

(Printed or Typed Name)

By _____
(Signature)

(Printed or Typed Name)

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

------(Corporate Surety)-----

By _____
(Corporation's Name)

By _____
(Signature of Officer or Attorney-in-Fact*)

(Printed or Typed Name and Title of Officer, or Name of Attorney-In-Fact*)

(CORPORATE SEAL)

Attest _____
(Secretary)

* Attach certified and effective dated copy of power of attorney showing authority of attorney-in-fact to execute in behalf of corporation.

++END OF SECTION++

CERTIFICATE OF SURETY

(To be submitted if a bank check is submitted as Bid security)

The undersigned hereby certifies that he/she is the duly authorized agent of

(Name of Surety)

duly authorized to do business in the State of New York; and agree to furnish to

(Name of Bidder)

the bond or bonds required by the Bid Documents for this contract if awarded to the bidder. The maximum amount that Surety will be surety for on each bond is

(Name of Surety)

By _____
(signature)

(name-printed)

(title)

(address)

++END OF SECTION++

CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS

(Name of Corporation)

RESOLVED that _____

(Person Authorized to Sign)

_____ of _____

(Title)

(Name of Corporation)

be authorized to sign and submit the Bid of this corporation for the following project:

Construction of the Village of Highland Falls Senior Center Improvements Project, CDBG
2021-0986.

The foregoing is a true and correct copy of the resolution

adopted by _____ at a meeting

(Name of Corporation)

of its Board of Directors held on the _____ day of _____,

20____.

By _____

Title _____

(SEAL)

This form must be completed if the Bidder is a corporation.

++END OF SECTION++

STATEMENT OF BIDDERS QUALIFICATIONS

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter. Answer all questions in a clear and comprehensive manner. This form must be completed in full and sealed (if corporation) or signed by all partners. The Bidder may submit any additional information he/she desires.

NOTE: THIS STATEMENT MUST BE NOTARIZED

SUBMITTED BY:

Name & Address of Bidder, DUNS# and Federal Identification Number: _____

Corporation _____ Partnership _____ Individual _____ Joint Venture _____ Other _____

1. Date when firm organized: _____
2. State of Incorporation: _____
3. How many years has your organization been engaged in contracting under your present firm or trade name? _____
4. Have you ever failed to complete any work awarded to you? If so, note when, where and why:

5. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a construction project? _____ If so, state circumstances:

6. List name of project, owner, engineer, contract amount, percentage complete and scheduled completion of major projects your organization has in process on this date.

7. List name of project, owner, engineer, contract amount, date of completion of the major construction projects your organization has completed in the last five (5) years.

8. List your major equipment available for this project. _____

9. Experience in work similar in scope and scale to this project: _____

10. List the construction experience of the principle individuals of your organization:

11. Trade references:

12. Bank references:

Name of Bidder:

STATE OF _____:

:SS.:

COUNTY OF _____:

On the __ day of _____ in the year 2019 before me the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

NONCOLLUSION AFFIDAVIT

(STATE OF NEW YORK)

SS:

(COUNTY OF)

I, _____
of the City/Town of _____, in the County of _____,
and the State of _____, of full age, being duly sworn according to law on my oath
depose and say that:

I am _____ a, _____
(Name) (Title, Position, etc.)

of the firm of _____
(Name of Firm, Company or Corporation)

the Bidder making the Bid for Construction of the Village of Highland Falls Senior Center Improvement Project, CDBG 2021-0986 and that I executed the said Bid with full authority so to do; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the Village of Highland Falls relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding, for a commission, percentage, brokerage or contingent fee, except bonafide employees of the Bidder or bonafide established commercial or selling agencies maintained by

(Name of Bidder)

(Signature of Bidder)

(Printed or Typed Name and Title of Bidder)

(Address of Bidder)
(Seal, if Corporation)

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

Notary Public

My commission expires _____
(Date)

(Seal)

++END OF SECTION++

U.S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDERS REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractor, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause: and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (INCLUDE ZIP CODE)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

☐ No ☐ Yes

2. Compliance reports were required to be filed in connection with such contract or subcontract.

☐ No ☐ Yes

3. Bidder has filed all compliance reports due under applicable instructions, including SF - 100.

☐ No ☐ Yes

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ No ☐ Yes

NAME AND TITLE OF SIGNER (PLEASE TYPE)

SIGNATURE

DATE

REPLACES FORM HUD 4238,CD-1, WHICH IS OBSOLETE

CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

NAME OF PRIME CONTRACTOR

PROJECT NAME AND NUMBER

The under signed hereby certifies that

- (a) Section 3 provisions are included in this Contract
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid exceeds \$10,000).
- (c) No segregated facilities will be maintained.

NAME AND TILE OF SIGNER (Print or Type)

SIGNATURE

DATE

Sexual Harassment Prevention Certification

State Finance Law §139-I requires bidders to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training to all its employees and that such policy, at a minimum, meets the requirements of section two hundred one-g of the labor law.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

The Bidder's signature below certifies its compliance with State Finance Law §139-I.

Bidder: _____

By (signature): _____

Name (Please Print): _____

Title: _____

Date: _____

This form must be signed by an authorized executive or legal representative.

If the bidder cannot make the above certification, the bidder must provide a statement with their bid detailing the reasons therefor:

IRAN DIVESTMENT ACT CERTIFICATION

By the signature below, the undersigned Bidder hereby certifies that:

BY SUBMISSION OF THIS BID, EACH BIDDER AND EACH PERSON SIGNING ON BEHALF OF ANY BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF ITS KNOWLEDGE AND BELIEF THAT EACH BIDDER IS NOT ON THE LIST CREATED PURSUANT TO PARAGRAPH (b) OF SUBDIVISION 3 OF SECTION 165-a OF THE STATE FINANCE LAW, A LIST OF PERSONS OR ENTITIES ENGAGING IN CERTAIN ENERGY SECTOR INVESTMENT ACTIVITIES IN IRAN.

(Print Name of Bidder)

By:

(Sign Name of Authorized Signatory Above, Print Name Below)

Date: _____

**BIDDER'S CERTIFICATION OF
LIMITED FOREIGN INVOLVEMENT**

(Completion of this statement is required in advance of consideration for award of this contract)

SUBMITTED TO:

SUBMITTED FOR:

SUBMITTED BY:

Name: _____
(print or type name of bidder)

A Corporation / A partnership / An Individual / A Joint Venture

Address: _____

Gentleman:

The undersigned certifies under oath the truth and correctness of all statements made hereinafter.

1. The Offeror is not a contractor of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S. Trade Representative (USTR).
2. The Offeror has not or will not enter into any subcontract with a subcontractor or a foreign country included on the USTR list.
3. The Offeror will not provide any product of a country included on the USTR list.

(print or type name of bidder)

(Seal, if Corporation)

By: _____

Title: _____

Contractor's Steps for Section 3 Compliance

1. Contractors must submit the Section 3 Intent to Comply with all bid documents.
2. Contractors must Include section 3 language in all advertisements for RFQ/RFP and bid documents when soliciting subcontractors.
3. When soliciting subcontractors and hiring, Contractors should check HUD registry for Section 3 businesses located in the County in which the project is taking place:
<https://portalapps.hud.gov/Sec3BusReg/BRegistry/What>. Check NYDOT Disadvantaged Business Registry (<https://paucp.dbesystem.com/>) for potential bidders within the service area and share CDBG bid opportunities with those businesses. Keep documentation of any correspondence with Section 3 businesses.
4. Contractors will post any employment opportunities with local WIOA agency, workforce development programs, public housing authorities, and HUD's Opportunity Portal. Also post employment notice in a conspicuous place on the job site. Check the Opportunity Portal for Section 3 Workers when filling open employment opportunities.
5. Contractors will attend all pre-bid and pre-construction meetings to fully understand Section 3 requirements and responsibilities.
6. At the time the recipient and contractor enter an agreement, identify if any employment/training opportunities will result from the CDBG funded project.
7. Contractors will record all labor hours worked on a project by all workers, regardless of Section 3 status. Use of the Contractor's report can help track Section 3 labor hours. Contractors should keep track of all new hires and their income or wage rate at time of hire.
8. Utilize sample outreach efforts when hiring new employees to maximize reach to potential Section 3 Workers.
9. Use data collected on the Contractor's Report to report Section 3 efforts and accomplishments to grantee on a per-project basis.
10. Collect Section 3 Worker Self-Certification and supporting documentation from each employee.
11. Complete Employer Certification for each Section 3 Worker identified.
12. Keep documentation of all Worker, Employer and Business Certifications, as well as outreach efforts to Section 3 Businesses and Section 3 Workers, on file for project monitoring.

Definitions

The goal is that 25% of all work hours on the job be performed by employees designated as Section 3:

A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

There is a 5% goal (part of the 25% goal) specifically for hirees within the target area

A Section 3 Targeted worker for Housing and Community Development Financial Assistance projects is a Section 3 worker who:

- (1) is employed by a Section 3 business concern; or
- (2) currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) Living within the service area or the neighborhood of the project,

(Service area or the neighborhood of the project means an area within one mile of the Section 3 [project](#) or, if fewer than 5,000 people live within one mile of a Section 3 [project](#), within a circle centered on the Section 3 [project](#) that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census); or

(ii) A YouthBuild participant

A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Documentation:

For a worker to qualify as a Section 3 worker, one of the following must be maintained:

- (i) A worker's self-certification that their income is below the income limit from the prior calendar year or was below the income limit prior to current employment;
- (ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
- (iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- (iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
- (v) An employer's certification that the worker is employed by a Section 3 business concern

Targeted worker – (ii) and (iii) above including:

- (i) An employer's confirmation that a worker's residence is within one mile of the work

site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;

- (ii) An employer's certification that the worker is employed by a Section 3 business concern; or
- (iii) A worker's self-certification that the worker is a YouthBuild participant.

A Section 3 workers and Targeted Section 3 workers are eligible for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

How can I find Section 3 business concerns in my area?

Section 3 business concerns that have registered in the Section 3 Business Registry are also available at:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome>

Section 3 Certification of Intent to Comply

Section 3 Intent to Comply

_____, Contractor, agrees to implement the following specific affirmative action steps directed at increasing the use of Section 3 Workers and Section 3 Business Concerns within Orange County.

- A. To ascertain from the grantee's Program official the exact boundaries of the Section 3 Covered Project Area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the grantee's service area, the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area and providing preference for these opportunities in the following order:
 - 1. Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located;
 - 2. Participants in YouthBuild Programs, and
 - 3. Other Section 3 Residents
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and a vacancy exists.
- D. To work with the Section 3 Compliance Officer to insert the Section 3 Requirements when Section 3 compliance is triggered, and to require all bidders to submit a Section 3 Certification of Intent to Comply.
- E. To ensure subcontracts which are typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To notify Section 3 residents and Section 3 business concerns about economic opportunities generated by Section 3 covered assistance and to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the following order of preference:
 - a. Business concerns that provided economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located;
 - b. Applicants selected to carry out YouthBuild projects;

- c. Other Section 3 business concerns
- H. To notify potential contractors about Section 3 requirements of this part and incorporating the Section 3 clause in all solicitations and contracts.
 - I. To facilitate the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns undertaking activities to reach the numerical goal established by HUD.
 - J. To provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses and to post contract and job opportunities to the Opportunity Portal, and to check the Business Registry for businesses located in the project area.
 - K. To cooperate in obtaining the compliance of contractors and subcontractors with the requirements of Section 3.
 - L. To submit reports to DCED and HUD on the results of actions taken to provide training, jobs and contracts to Section 3 residents and Section 3 business concerns.
 - M. To appoint an executive official of the company or agency as Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.
 - N. To maintain records, including copies of correspondence, income verification memoranda, etc., which document that all levels of the above affirmative action steps have been taken.

Contractor Certification

As an officer and representative of _____ [Name of Contractor]

On behalf of the Company, I have read and fully agree to the Section 3 Affirmative Action Plan and become a party to the full implementation of this program.

Name and Title of the Authorized Representative (print or type)

Signature of Authorized Representative

Date

VILLAGE OF HIGHLAND FALLS
ORANGE COUNTY, NEW YORK

COMMUNITY DEVELOPMENT BLOCK GRANT
VILLAGE OF HIGHLAND FALLS SENIOR CENTER IMPROVEMENTS
CONTRACT NO. 2021-0986

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____, in the year 20, by and between The Village of Highland Falls, 303 Main Street, Highland Falls, New York 10928, (hereinafter called OWNER), and _____ (hereinafter called CONTRACTOR).

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

ARTICLE 1 - WORK

- 1.1 CONTRACTOR shall at his own cost and expense furnish all labor, services, tools, materials, equipment and incidentals necessary to perform all Work required by the Contract Documents for the Construction of the Village of Highland Falls Senior Center Improvements Project, CDBG 2021-0986 in complete accordance with the Contract Documents. The Work under the Contract Documents is generally described in Section 1A1 of the General Requirements.
- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as the Construction of the Village of Highland Falls Senior Center Improvements Project, CDBG 2021-0986.

ARTICLE 2 - CONTRACT DOCUMENTS

- 2.1 The Contract Documents are defined in the General Conditions. The Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR, are attached to this Agreement and are specifically made a part hereof, and are incorporated by reference into this Agreement.

ARTICLE 3 - ENGINEER

- 3.1 J. Robert Folchetti & Associates, L.L.C., 31 Sodom Road, Brewster, New York 10509 has contracted with the OWNER as ENGINEER for this Project and will assume all duties and responsibilities and have all rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

It is expressly understood and agreed by the OWNER and CONTRACTOR herein that no contractual relationship of any type whether quasi-contractual, implied, functional or other is intended to be formed or exists between any parties other than the undersigned OWNER and CONTRACTOR.

ARTICLE 4 - CONTRACT TIME

- 4.1 The Work will be substantially completed within 90 days from the date when the Contract Time commences to run as provided in Paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.9 of the General Conditions within 30 days from the date of Substantial Completion.

ARTICLE 5 - LIQUIDATED AND SPECIAL DAMAGES

5.1 Liquidated Damages:

- A. OWNER and CONTRACTOR recognize that time is of the essence as to Substantial Completion and that OWNER will suffer financial loss apart from the costs described in Paragraph 5.2.A, if the Work is not substantially completed within the time specified in Article 4, above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. OWNER and CONTRACTOR also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER for each day that expires after the time specified in Article 4 for Substantial Completion, (adjusted for any extensions thereof made in accordance with Article 12 of the General Conditions), until the Work is substantially complete, the following sums:

\$500 per day

- B. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

5.2 Special Damages:

- A. In addition to the amount provided for liquidated damages, CONTRACTOR shall pay OWNER the actual costs reasonably incurred by OWNER for engineering, legal and inspection forces employed on the Work for each day that expires after the time specified in Article 4 for Substantial Completion, (adjusted for any extensions thereof made in accordance with Article 12 of the General Conditions),

until the Work is substantially complete. If CONTRACTOR fails to complete the Project within the Contract Time specified in Article 4, all fines levied by Regulatory Agencies on the OWNER for such failure shall be paid by the CONTRACTOR.

- B. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time, CONTRACTOR shall pay OWNER the actual costs reasonably incurred by OWNER for engineering, legal and inspection forces employed on the Work for each day that expires after the time specified in Article 4 for the Work to be completed and ready for final payment (adjusted for any extensions thereof made in accordance with Article 12 of the General Conditions), until the Work is completed and ready for final payment. If CONTRACTOR fails to complete the Project within the Contract Time specified in Article 4, all fines levied by Regulatory Agencies on the OWNER for such failure shall be paid by the CONTRACTOR.

- 5.3 OWNER may deduct the amount of liquidated damages and special damages from monies due CONTRACTOR under this Agreement. If the time for the completion of this Work shall be extended, then the OWNER shall be fully authorized and empowered to deduct from the final estimates the amount of liquidated and special damages determined as hereinbefore stipulated, for each day that the CONTRACTOR shall be in default as to the prescribed completion of the Work beyond the date to which the time for said completion shall have been extended.

ARTICLE 6 - CONTRACT PRICE

- 6.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents the prices stipulated in CONTRACTOR's Bid, which Bid is attached hereto and identified as Exhibit 1 of this Agreement. Payment shall be subject to additions and deductions by Change Order as provided in Article 11 of the General Conditions.

ARTICLE 7 - PAYMENT PROCEDURES

- 7.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- 7.2 Progress Payments:
 - A. OWNER shall make monthly progress payments (once every thirty day cycle) on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER. CONTRACTOR's Applications for Payment shall be as defined in a schedule established by the OWNER. All progress payments will be on the basis of the progress of the Work measured by the installed quantity of the items at the unit prices bid, as identified on the

Contract Bid Form. Measurement of the installed quantities, and payment for same, will be in accordance with Section 1C of the detailed specifications. A progress payment will not be made whenever the value of the Work completed since the last previous progress payment is less than \$5,000.00. No payment will be made until the Construction Schedule as specified in Section 1E3 of the General Requirements is submitted and approved. No subsequent progress payment shall be made where required revisions to the approved Construction Schedule have not been submitted and approved.

- B. OWNER shall retain, as retainage, from the CONTRACTOR five percent of each progress payment.

7.3 Final Payment:

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.9 of the General Conditions, OWNER shall pay the remainder of the Contract Price, minus the five (5) percent retained percentage, as recommended by ENGINEER as provided in said Paragraph 14.9. The OWNER shall retain for a period of one year from the date of Substantial Completion an amount equal to five (5) percent of the Contract Amount. At the end of the one year period, the OWNER shall pay the five percent retainage to the CONTRACTOR, provided that the CONTRACTOR has met all of his obligations to the satisfaction of the OWNER and the ENGINEER.

7.4 Certified Payroll:

- A. It is the public policy of the Village of Highland Falls and the laws of the State of New York that prevailing wage requirements and supplements be paid to all workers engaged to perform Work under this Contract, whether as a general CONTRACTOR or Subcontractor, and that this Contract be performed in compliance with all applicable laws including, without limitation, the Occupational Safety and Health Act and the requirements of the New York State Labor Law.
- B. To ensure compliance with the prevailing wage requirements of this Contract and supplements language of this Contract, the CONTRACTOR and all Subcontractors shall furnish to the OWNER on behalf of himself and each of their Subcontractors weekly certified copies of payroll and other such information required by the OWNER to satisfy that the Provisions of the Labor Laws, as to the hours of employment and rates of wages, are being observed. This includes evidence that all prescribed benefits and supplemental payments as stipulated in the Davis Bacon Wage Rates and the most current New York State Prevailing Rate Schedule have been made. Submittal of certified payroll shall accompany each Application for Payment. CONTRACTOR claims for Partial Payment of

work completed will not be processed by the OWNER for payment, unless the required certified payroll information has been received, along with the Application for Payment.

ARTICLE 8 - INTEREST

- 8.1 All moneys not paid when due hereunder shall bear interest as provided under General Municipal Law Section 106-b.

ARTICLE 9 - CONTRACTOR'S REPRESENTATIONS

- 9.1 As part of the inducement for OWNER to enter into this Agreement, CONTRACTOR makes the following representations:
- A. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - B. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect cost, progress, performance or furnishing of the Work which were utilized by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
 - C. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 9.1.B as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
 - D. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and studies with the terms and conditions of the Contract Documents.
 - E. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 10 - DRAWINGS AND ADDENDA

- 10.1 The Drawings comprise a set entitled "Village of Highland Falls Senior Center Improvements", Orange County, New York, dated _____ and include the following drawings:

Cover Sheet
Sheets G-X through G-X

10.2 Addenda consisting of Numbers _____ to ___, inclusive.

ARTICLE 11 - MISCELLANEOUS

- 13.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions have the meanings indicated in the General Conditions.
- 13.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 13.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, and its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

This Agreement will be effective on _____, 20__.

OWNER:
THE VILLAGE OF HIGHLAND FALLS
303 Main Street
Highland Falls, New York 10928

Joseph D’Onofrio, Mayor

CONTRACTOR:

Company Name

Company Address

Signature of Authorized Company Representative

[SEAL]

[CORPORATE, LIMITED LIABILITY
COMPANY, LIMITED LIABILITY
PARTNERSHIP SEAL]

Attest _____

Attest _____

Address for giving notices

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

Address for giving notices

Agent for service of process:

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

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

CERTIFICATE BY CONTRACTOR REGARDING HIS INSURANCE

This is to certify that the _____ (Company) has Issued the policies listed below, that these policies are written in accordance with the company's standard policies and endorsements, except as indicated below or as noted in the attachments hereto, which policies and endorsements will be available to the Engineer and the Owner upon request, that they provide coverage and limits of liability shown with respect to the insurance indicated, that they are in force on this date, that all deductible amounts are indicated below, and that this Certificate is furnished in accordance with and for the purpose of satisfying the requirements of the Engineer and the Owner in connection with the award and performance of the Contract or agreement between _____ (Owner) and

1. Name of Insured (Contractor) _____
2. Address of Insured (Contractor) _____
3. Name of Insurance Company _____
4. Location and Description of Work _____

Coverage and Limits of Liability (at least as shown below)

Policy Number	Effective Date	Expiration Date	Bodily Injury Liability		Property Damage Liability	
			Each Occurrence	Aggregate	Each Occurrence	Aggregate
A. Owner, protective Liability has been issued at the expense of the above insured to _____ (Owner)						
			\$1,000,000	\$2,000,000	\$2,000,000	\$2,000,000

B. Comprehensive General Liability

_____ \$1,000,000 \$2,000,000 \$2,000,000 \$2,000,000
 Including: 1. Operations-Premises Liability; 2. Contractor's Protective Liability;
 3. Contractual Liability as below; 4. Products/Completed Operations

Property Damage Insurance under A & B above includes Coverage for Explosion, Collapse, and Underground Property Damage. Policy B includes property in the care, custody and control of the Insured.

C. Auto Liability

_____	Each Person	Each Accident	Each Accident
_____	\$1,000,000	\$1,000,000	\$1,000,000

Including: 1. Owned; 2. Hired; 3. Non-owned

NOTE: This Certificate must be signed and sent to the Engineer along with the Payment Bond, Performance Bond and Certificate of Insurance before the Contract is signed.

			Coverage and Limits of Liability (at least as shown below)			
Policy Number	Effective Date	Expiration Date	Bodily Injury Liability		Property Damage Liability	
			Each Occurrence	Aggregate	Each Occurrence	Aggregate

D. Workman's Compensation

Compensation Statutory State(s)
Coverage B Limit \$ 1,000,000 if applicable

The Workman's Compensation and employee's Liability Policy shall include endorsements providing coverage under the United States Longshoreman's and Harbor Worker's Compensation Act and coverage for liability under Admiralty Jurisdiction, Coverage II. Both endorsements shall have limits of liability of \$1,000,000/\$1,000,000.

E. Builders Risk Insurance – "All Risk" Completed Value Form

As called for in Contract or Agreement or \$1,000,000 Min.

F. Other

CONTRACTUAL LIABILITY

The Contractor shall at all times indemnify and save harmless the Owner, the Engineer and their respective officers, agents and employees, on account of any and all claims damages, losses, litigation, expenses, council fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the officers, agents, and employees of said Owner, or Engineer, or of the Contractor, his subcontractors or materialmen and from injuries (including death) sustained by or alleged to have been sustained by the public, and all persons on or near the work, or by any other person or property, real or personal (including property of said Owner or Engineer) caused in whole or in part by the acts, omissions or neglect of the Contractor including but not limited to any neglect in safeguarding the work or through the use of unacceptable materials in constructing the work of the Contractor, and subcontractor, materialmen, or anyone directly or indirectly employed by them or any of them while engaged in the performance of the Contract, including the entire elapsed time from the date ordered to start work or actual start whichever occurs first until completion of the guarantee period, as certified by the Owner or the Engineer.

Policies A, B, C and D shall remain in effect during the guarantee period.

Such insurance as herein certified applies to all operations of the insured in connection with, and necessary and incidental to the work herein described at the location stated.

It is hereby understood and agreed that the above policies will not be restrictively amended, materially changed nor canceled without 30 days advanced notice by registered mail to H2M Architects + Engineers 2 Executive Blvd. Suffern, New York 10901 and Owner.

Contractor or Authorized Representative Signature
(Include evidence of authorization)

Address

Date

Insurance Company Agent

Date

PERFORMANCE BOND INFORMATION FORM

City / Town / Village	<div></div>
County	<div></div>
Construction Contract Number	<div></div>
Name of Contract	<div></div>
Name of Contractor	<div></div>
Address	<div></div> <div></div>
Entity Issuing Security Bond	<div></div>
Address	<div></div> <div></div>
Bonding Agent	<div></div>
Address	<div></div> <div></div>
Amount of Bid	<div></div>
Duration of Bond	From <div></div> To <div></div>
Bond Identification Number	<div></div>

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, _____

(Name of Contractor)

_____, a _____

(Address of Contractor)

(Corporation, Partnership, or Individual)

hereinafter called Principal (the "Principal"), and _____,

(Name of Surety)

_____, a corporation organized and existing under laws of

(Address of Surety)

the _____ of _____,

hereinafter called Surety (the "Surety"), are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER (the "OWNER"), as hereinafter set forth, in the full and just sum of

_____ Dollars (\$_____.

lawful money of the United States of America, for the payment of which sum well and truly to be made, Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

and which is hereinafter referred to as the Contract.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if: (a) the Principal well, truly and faithfully shall comply with and shall perform the Contract in accordance with the Contract Documents, at the time and in the manner provided in the Contract and in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Contract by the Principal or growing out of the performance of the Contract by the Principal, and if the Principal shall indemnify completely and shall save harmless the OWNER and all of its officers, agents and employees, from any and all costs and damages which the OWNER and all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the OWNER any and all costs and expenses which the OWNER and all of its officers, agents and employees may incur by reason of any such default or failure of the Principal; and (b) if the Principal shall remedy, without cost to the OWNER, all defects which may develop during the period of one (1) year from the date of final payment and acceptance of said Contract by the OWNER of the Work to be performed under the Contract in accordance with the Contract Documents, which defects in the sole judgment of the OWNER or its legal successors in interest, shall be caused by or shall result from defective or inferior materials or workmanship, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

The Principal and the Surety specifically agree that costs and damages covered by this bond include liquidated damages and special damages including any and all fines or other penalties levied by regulatory agencies on the OWNER.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the Work to be performed under the Contract in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Contract, and/or any giving by the OWNER of any extensions of time for the performance of the Contract in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the OWNER toward the other with respect to the Contract Documents and the Contract, and/or the reduction of any percentage to be retained by the OWNER as permitted by the Contract Documents and by the Contract, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

The Principal and the Surety agree that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Whenever Principal shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER' obligations thereunder, the Surety may promptly remedy the default, or shall promptly: (a) complete the Contract in accordance with its terms and conditions; or (b) obtain a Bid or Bids for completing the Contract in accordance with

its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or, if the OWNER elects, upon determination by the OWNER and the Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and OWNER, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by OWNER to Principal under the Contract and any amendments thereto, less the amount properly paid by OWNER to Principal.

Any suit under this Bond must be instituted before the expiration of two years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of the OWNER.

In witness whereof, this instrument is executed in _____ counterparts, each of which shall be deemed an original, this the _____ day of _____, 20__.

------(Individual Principal)-----

By _____
(Individual's Signature)

(Printed or Typed Name of Individual)

Doing business as _____

------(Partnership Principal)-----

By _____
(Firm's Name)

(Partner's Signature)

(Printed or Typed Name of Partner)

------(Corporate Principal)-----
--

By _____
(Corporation's Name)

(State of Incorporation)

By _____
(Signature of Officer Authorized to Sign)

(Printed or Typed Name and Title of Officer Authorized to Sign)

(CORPORATE SEAL)

Attest _____
(Secretary)

------(Joint Venture Principals)-----

By _____
(Signature)

(Printed or Typed Name)

By _____
(Signature)

(Printed or Typed Name)

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

------(Corporate /SPC Surety)-----

By _____
(Corporation's Name)

By _____
(Signature of Officer Authorized to Sign)

(Printed or Typed Name and Title of Officer Authorized to Sign)

(CORPORATE SEAL)

Attest _____
(Secretary)

X Attach certified and effective dated copy of power of attorney showing authority of attorney-in-fact to execute in behalf of corporation.

------(Limited Liability Company Principal)-----

By _____
(Limited Liability Company Name)

(State of Limited Liability Company)

By _____
(Signature of Officer Authorized to Sign)

(Printed or Typed Name and Title of Officer Authorized to Sign)

(LIMITED LIABILITY COMPANY SEAL)

Attest _____
(Secretary)

------(Limited Liability Partnership Principal)-----

By _____
(Limited Liability Partnership Name)

(State of Limited Liability Partnership)

By _____
(Signature of Officer Authorized to Sign)

(Printed or Typed Name and Title of Officer Authorized to Sign)

(LIMITED LIABILITY PARTNERSHIP SEAL)

Attest _____
(Secretary)

Note: Date of Bond must not be prior to date of Agreement.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, _____

_____,
(Name of Contractor)

_____, a _____
(Address of Contractor) (Corporation, Partnership, or Individual)

hereinafter called Principal (the "Principal"), and _____,
(Name of Surety)

_____, a corporation organized and existing under laws of the ____
(Address of Surety)

_____ of _____,

hereinafter called Surety (the "Surety"), are held and firmly bound unto _____,
(Name of Owner)

_____,
(Address of Owner)

hereinafter called OWNER (the "OWNER"), as hereinafter set forth, in the full and just sum of

_____ Dollars (\$_____._____), lawful money of the United States

of America, for the payment of which sum well and truly to be made, Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with the OWNER, dated the ____ day of _____, 20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

and which is hereinafter referred to as the Contract.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if the Principal and any Subcontractor of the Principal to whom any portion of the Work under the Contract shall be subcontracted, and if all assignees of the Principal and of any such Subcontractor, promptly shall pay or shall cause to be paid, in full, all money which may be due any claimant supplying labor or materials in the prosecution and performance of the Work in accordance with the Contract and in accordance with the Contract Documents, including any amendment, extension or addition to the Contract and/or to the Contract Documents, for material furnished or labor supplied or labor performed, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

This Bond shall be solely for the protection of claimants supplying labor or materials to the Principal or to any Subcontractor of the Principal in the prosecution of the Work covered by the Contract, including any amendment, extension or addition to the Contract. The term "claimant" when used herein, shall mean any individual, firm, partnership, association or corporation. The phrase "labor or materials", when used herein, shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the Work covered by the Contract. The provisions of this Bond shall be applicable whether or not the material furnished or labor performed enters into and becomes a component part of the building, Work or improvement contemplated by the Contract Documents and the Contract.

The Principal and the Surety agree that any claimant, who has performed labor or furnished material in the prosecution of the Work in accordance with the Contract and in accordance with the Contract Documents, including any amendment, extension or addition to the Contract and/or to the Contract Documents, and who has not been paid therefor, in full, before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this Bond, in the name of the claimant, in assumpsit, to recover any amount due the claimant for such labor or material, and may prosecute such action to final judgment and may have execution upon the judgment; provided, however, that: (a) any claimant who has a direct contractual relationship with any Subcontractor of the Principal, but has no contractual relationship, express or implied, with the Principal, may institute an action upon this Bond only if such claimant first shall have given written notice, to the Principal, within ninety (90) days from the date upon which such claimant performed the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the Work was performed or to whom the material was furnished; and (b) no action upon this Bond shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant; and (c) every action upon this Bond shall be instituted in the appropriate court of Orange County where the Contract is situated, and not elsewhere.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the Work to be performed under the Contract in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Contract, and/or any giving by the OWNER of any

extensions of time for the performance of the Contract in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the OWNER toward the other with respect to the Contract Documents and the Contract, and/or the reduction of any percentage to be retained by the OWNER as permitted by the Contract Documents and by the Contract, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

The Principal and the Surety agree that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In witness whereof, this instrument is executed in _____ counterparts, each of which shall be deemed an original, this the _____ day of _____, 20____.

------(Individual Principal)-----

By _____
(Individual's Signature)

(Printed or Typed Name of Individual)

Doing business as _____

------(Partnership Principal)-----

By _____
(Firm's Name)

(Partner's Signature)

(Printed or Typed Name of Partner)

------(Corporate Principal)-----

By _____
(Corporation's Name)

(State of Incorporation)

By _____
(Signature of Officer Authorized to Sign)

(Printed or Typed Name and Title of Officer Authorized to Sign)

(CORPORATE SEAL)

Attest _____
(Secretary)

------(Joint Venture Principals)-----

By _____
(Signature)

(Printed or Typed Name)

By _____
(Signature)

(Printed or Typed Name)

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

------(Corporate Surety)-----

By _____
(Corporation's Name)

By _____
(Signature of Officer or Attorney-in-Fact*)

(Printed or Typed Name and Title of Officer, or Name of Attorney-In-Fact*)

(CORPORATE SEAL)

Attest _____
(Secretary)

* Attach certified and effective dated copy of power of attorney showing the authority of attorney-in-fact to act in behalf of the corporation.

------(Limited Liability Company Principal)-----

By _____
(Limited Liability Company Name)

(State of Limited Liability Company)

By _____
(Signature of Officer Authorized to Sign)

(Printed or Typed Name and Title of Officer Authorized to Sign)

(LIMITED LIABILITY COMPANY SEAL)

Attest _____
(Secretary)

------(Limited Liability Partnership Principal)-----

By _____
(Limited Liability Partnership Name)

(State of Limited Liability Partnership)

By _____
(Signature of Officer Authorized to Sign)

(Printed or Typed Name and Title of Officer Authorized to Sign)

(LIMITED LIABILITY PARTNERSHIP SEAL)

Attest _____
(Secretary)

Note: Date of Bond must not be prior to date of Agreement.

PROJECT

(name, address)

TO: (Owner)

ENGINEER:

ENGINEER'S PROJECT NO.

CONTRACTOR:

CONTRACT FOR:

APPLICATION DATE:

APPLICATION NO.

ATTN:

PERIOD FROM:

TO:

CHANGE ORDER SUMMARY

Charge orders approved in previous months by Owner		ADDITIONS \$	DEDUCTIONS \$
TOTAL			
Subsequent Change Orders			
Number	Approved (date)		

TOTALS

Net change by Change Orders \$

State of _____ County of _____

The undersigned Contractor certifies that the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that the current payment shown herein is now due:

Contractor:

By: _____ Date: _____

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G702A, is attached.

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM \$
 Net change by Change Orders \$
 CONTRACT SUM TO DATE \$
 TOTAL COMPLETED AND STORED TO DATE \$
 (Column G on G702A)
 RETAINAGE % \$
 or as noted in Column I on G702A
 TOTAL EARNED LESS RETAINAGE \$
 LESS PREVIOUS CERTIFICATES FOR PAYMENT \$
 CURRENT PAYMENT DUE \$

Subscribed and sworn to before me this _____ day of _____, 19____

Notary Public:

My Commission expires: _____

In accordance with the Contract and this Application for Payment, the Contractor is entitled to payment in the amount shown above.

ENGINEER:

By:

☐ OWNER

☐ ENGINEER

☐ CONTRACTOR

☐

☐

This Certificate is non-negotiable. It is payable only to the payee named herein and its issuance, payment acceptance are without prejudice to any rights of the Owner or Contractor under their Contract.

AIA DOCUMENT G702 • APPLICATION AND CERTIFICATE FOR PAYMENT • MARCH 1971 EDITIONS • AIA ©
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Use column 1 on Contracts where variable retainage for line items may apply. ENGINEER'S PROJECT NO:

[illegible]

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ (Contractor or Subcontractor) _____ on the

_____ (Building or Work) _____; that during the payroll period commencing on the

_____ day of _____, and ending the _____ day of _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ (Contractor or Subcontractor) _____ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

GENERAL CONDITIONS

TABLE OF ARTICLES

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ARTICLE 1 - DEFINITIONS

- 1.1 Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.
 - A. Defined Terms:
 1. Addenda: Written or graphic instruments issued by the ENGINEER prior to the opening of Bids which clarify, correct, or change the Bidding Documents or the Contract Documents.
 2. Agreement: The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
 3. Application for Payment: The form (AIA Form G702, or it's successor) accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

4. Bid: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
5. Bidder: Any person, firm or corporation submitting a Bid for the Work.
6. Bidding Documents: Notice to Bidders or advertisement, if any, Instructions to Bidders, other bidding information and requirements, Bidding Forms and attachments, Contract and Bond forms, and the proposed Contract Documents, including any Addenda issued prior to receipt of Bids.
7. Bonds: Bid, performance, and labor and material Payment Bonds and other instruments of security.
8. Change Order: A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the Effective Date of the Agreement.
9. Contract Documents: The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications, the Drawings as the same may be more specifically identified in the Agreement, together with all modifications issued after execution of the Agreement.
10. Contract Price: The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement.
11. Contract Time: The number of days (computed as provided in Paragraph 17.2) or the date stated in the Agreement for the completion of the Work.
12. CONTRACTOR: The person, firm or corporation with whom OWNER has executed the Agreement. Whenever the Project is to be constructed under multiple direct contracts, the term "CONTRACTOR" shall mean the appropriate prime CONTRACTOR. Whenever a specific prime CONTRACTOR is referred to, terms such as "General CONTRACTOR", "Electrical CONTRACTOR", etc. will be used.
13. Day: A calendar day of twenty-four hours measured from midnight to the next midnight.
14. Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation for final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with Paragraph 14.5).

15. Drawings: The Drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.
16. Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
17. ENGINEER: The person, firm or corporation named as such in the Agreement.
18. Field Order: A written order issued by ENGINEER which orders minor changes in the Work in accordance with Paragraph 10.2 but which does not involve a change in the Contract Price or the Contract Time.
19. General Requirements: Sections of Division 1 of the Specifications.
20. Modifications: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A Modification may only be issued after the Effective Date of the Agreement.
21. Notice of Award: The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
22. Notice to Proceed: A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.
23. OWNER: The Village of Highland Falls.
24. Project: The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.
25. Project Manual: The bound documentary information prepared for bidding and constructing the Project. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
26. Resident Project Representative: The authorized representative of ENGINEER who is assigned to the site or any part thereof.
27. Samples: Physical examples furnished by the CONTRACTOR to illustrate materials, equipment or workmanship, and to establish standards by which some portions of the Work will be judged.
28. Shop Drawings: All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor

- and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
29. Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
 30. Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
 31. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive Certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with Paragraph 14.9.A. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
 32. Supplementary Conditions: Modifications and additions to the General Conditions.
 33. Unit Price Work: Work to be paid for on the basis of unit prices contained in the Contract Documents.
 34. Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

2.1 Delivery of Bonds and Insurance Certificates:

- A. When CONTRACTOR executes Agreement with OWNER, CONTRACTOR shall deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with Article 5.
- B. When CONTRACTOR executes Agreement with OWNER, CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with Article 5, and OWNER shall deliver to CONTRACTOR certificates (and other evidence of insurance requested by CONTRACTOR) which OWNER is required to purchase and maintain in accordance with Article 5.

2.2 Copies of Documents:

- A. OWNER shall furnish to CONTRACTOR up to four copies (unless otherwise provided in the General Requirements) of the Drawings and Specifications as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 Commencement of Contract Time; Notice to Proceed:

- A. The Contract Time will commence to run on the day indicated in the Notice to Proceed.

2.4 Starting the Project:

- A. CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

2.5 Before Starting Construction:

- A. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which he may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby.
- B. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review and acceptance, an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, a preliminary schedule of Shop Drawing submissions, and a preliminary schedule of values of the Work.
- C. Within ten days after the effective date of the Agreement the CONTRACTOR shall submit to the ENGINEER for approval a complete list of the Vendors the CONTRACTOR has selected to furnish the equipment and material specified for the Work.

2.6 Preconstruction Conference:

- A. Within twenty days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference will be held for review

and acceptance of the schedules, referred to in Paragraph 2.5.B, to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT AND REUSE

3.1 Intent:

- A. The Contract Documents are the property of the OWNER and comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. They may be altered only by a Modification. As stated in Article 3 of the Agreement and reiterated herein, it is expressly understood and agreed by the OWNER and CONTRACTOR herein that no contractual relationship of any type whether quasi contractual, implied, functional or other is intended to be formed between any parties other than the undersigned OWNER and CONTRACTOR.
- B. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to ENGINEER in writing at once and before proceeding with the Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.
- C. It is the intent of the Specifications and Drawings to describe a complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for, at no additional cost to the OWNER.
- D. The Specifications may describe or the Drawings may show the general arrangement of an item of material or equipment when the actual details of said arrangement will vary with the source of the material or equipment. In such cases, CONTRACTOR shall bear all direct and indirect costs to accommodate the item of material or equipment furnished, whether the item of material or equipment is furnished by a manufacturer named in the Specifications or is furnished as an approved substitute or "or equal" item of material or equipment.
- E. When words in the Specifications or on the Drawings, which have a well-known technical or trade meaning, are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to

standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in Paragraph 9.3.

F. The Contract Documents shall be governed by the laws of the State of New York.

3.2 Re-use of Documents:

A. Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not re-use any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 Availability of Lands:

A. OWNER shall furnish, as necessary to accomplish the Work all access, easements or acquisition of the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent pipelines will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents.

B. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Physical Conditions - Investigations and Reports:

A. Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at

the site or those reports that otherwise may affect cost, progress or performance of the Work which have been utilized by ENGINEER in preparation of the Drawings and Specifications. These reports are not intended to constitute any explicit or implicit representation as to the nature of the subsurface and latent physical conditions which may be encountered at the site or to constitute explicit or implicit representations as to any other matter contained in any report. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

4.3 Unforeseen Physical Conditions:

- A. CONTRACTOR shall promptly notify OWNER and ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. ENGINEER will promptly review those conditions and advise OWNER in writing if further investigations or tests are necessary. Promptly thereafter, OWNER shall obtain the necessary additional investigations and tests and furnish copies to ENGINEER and CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

4.4 Reference Points:

- A. The OWNER has provided the horizontal and vertical control system shown on the Contract Drawings. CONTRACTOR shall verify the horizontal and vertical datum for the aerial control targets shown on the Contract Drawings, prior to the start of construction. The CONTRACTOR shall be responsible for establishing all additional reference and control points necessary to accurately layout and construct the Work. Prior to starting construction, the CONTRACTOR shall furnish four certified copies of this reference point system drawings to the ENGINEER and OWNER. Any discrepancies between the reference system of the OWNER and that of the CONTRACTOR shall immediately be brought to the attention of the OWNER, in writing by the CONTRACTOR.
- B. CONTRACTOR shall be responsible for laying out the Work and providing intermediate reference points (certified copies of the layout data and intermediate reference points shall be furnished to the ENGINEER), and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires

relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

5.1 Performance, Payment and Other Bonds:

- A. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of final payment, except as otherwise provided by law. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the Bidding Documents or Supplementary Conditions and be executed by such sureties as:
 - 1. Are licensed to conduct business in the State where the Project is located, and
 - 2. Are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

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

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

5.2 Contractor's Liability Insurance:

- A. CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether such performance of the Work is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - 1. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
 4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;
 5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle; and
 7. Claims for damages because of bodily injury or death of any person arising out of operation of law.
- B. The insurance required by Paragraph 5.2.A shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplementary Conditions or required by law, whichever is greater. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with Paragraph 13.7. The comprehensive general liability insurance shall include completed operations insurance and shall include OWNER, ENGINEER and their agents and employees as additional insureds. CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and shall furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

5.3 Contractual Liability Insurance:

- A. The comprehensive general liability insurance required by Paragraph 5.2.A shall include contractual liability insurance applicable to CONTRACTOR's obligations under Paragraph 6.15.

5.4 Owner's Liability Insurance:

- A. OWNER shall be responsible for purchasing and maintaining OWNER's own liability insurance and, at OWNER's option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.5 Property Insurance:

- A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or as required by law). This insurance shall include the interests of the OWNER, CONTRACTOR, ENGINEER and Subcontractors in the Work; shall insure against the perils of fire and extended coverage; shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be specified in the Supplementary Conditions; shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals); and shall provide that all insurance proceeds are to be paid to OWNER "as Trustee". If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on or off the site or in transit when such portions of the Work are to be included in an Application for Payment. All such insurance required by this Paragraph 5.5.A shall remain in effect until the Work is substantially completed.
- B. OWNER shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interest of OWNER, CONTRACTOR and Subcontractors in the Work. OWNER shall file a copy of all policies required by this paragraph with CONTRACTOR before an exposure to loss may occur.
- C. The policies of insurance required under this Paragraph 5.5 shall provide that neither the OWNER nor the CONTRACTOR, nor their insurers, shall have any right of subrogation against any of the other parties enumerated in Paragraph 5.6. It is the intention of the OWNER and CONTRACTOR that the policies shall protect all of the enumerated parties and be primary coverage for any and all losses covered by the insurance described in Paragraphs 5.5.A and 5.5.B.

5.6 Waiver of Rights:

- A. OWNER and CONTRACTOR waive all rights against each other and the Subcontractors and their agents and employees and against ENGINEER, and separate Contractors (if any) and their Subcontractors', agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided under Paragraph 5.5, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by

OWNER as trustee. OWNER or CONTRACTOR, as appropriate, shall require similar waivers in writing by ENGINEER, and from each separate Contractor and each Subcontractor; each such waiver will be in favor of all other parties enumerated in this Paragraph 5.6.

5.7 Receipt and Application of Proceeds:

- A. Any insured loss under the policies of insurance required by Paragraph 5.5 shall be adjusted with OWNER and made payable to OWNER as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.7.B. OWNER shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.
- B. OWNER as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, OWNER as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

5.8 Partial Utilization - Property Insurance:

- A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all of the Work, such use or occupancy may be accomplished in accordance with Paragraph 14.6; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

5.9 Certificates of Insurance:

- A. All certificates of the insurance required to be purchased by CONTRACTOR pursuant to Article 5 shall be filed in accordance with Paragraph 2.1.B. Certificates shall be acceptable to OWNER and shall contain a provision that

coverages afforded under the policies will not be canceled, materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER and ENGINEER by certified mail.

5.10 Additional Bonds and Insurance:

- A. OWNER may require CONTRACTOR to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers as OWNER may specify. If such other Bonds or such other insurance are specified in the Contract Documents, the premiums shall be paid by CONTRACTOR; if subsequent thereto, they shall be paid by OWNER except as otherwise provided in Paragraph 6.3.A.1 and Paragraph 13.8.B.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence:

- A. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, and safety measures incident thereto. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.
- B. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

6.2 Labor, Materials and Equipment:

- A. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER.

- B. CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work. Except as otherwise specified in the General Requirements, CONTRACTOR shall furnish all fuel, power, light, heat, telephone, water and sanitary facilities necessary for the execution, testing, initial operation and completion of the Work.
- C. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports or required tests) as to the kind and quality of materials and equipment.
- D. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to impose on ENGINEER responsibility for the means, methods, techniques, sequences or procedures of construction or for safety precautions incident thereto.

6.3 Substitutions:

- A. Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent to that named. The procedure for review by ENGINEER will be as set forth in Paragraphs 6.3.A.1 and 6.3.A.2 below and as supplemented in the General Requirements.
 - 1. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that

the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR's timely achievement of Substantial Completion, whether or not acceptance of the substitute for use in the Work will require a change in the Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain a statement that CONTRACTOR agrees to pay all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other Contractors affected by the resulting change. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR's expense additional data about the proposed substitute. ENGINEER will be allowed a reasonable time within which to evaluate the proposed substitute. ENGINEER will be the sole judge of acceptability and no substitute will be ordered or installed without ENGINEER's prior written acceptance. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

2. ENGINEER will record time required by ENGINEER and ENGINEER's consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Drawings or Specifications occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's consultants for evaluating any proposed substitute.

6.4 Concerning Subcontractors:

- A. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. A Subcontractor or other person or organization identified in writing to OWNER and ENGINEER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER or ENGINEER prior to the Notice of Award will be deemed acceptable to OWNER and ENGINEER. If OWNER or ENGINEER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall not be increased or decreased. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization against whom CONTRACTOR has reasonable objection. Acceptance of any Subcontractor, other person or organization by

OWNER or ENGINEER shall not constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

- B. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.
- C. The Divisions and Sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.
- D. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and the ENGINEER and contains waiver provisions as required by Paragraph 5.6. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to Paragraph 5.5.

6.5 Patent Fees and Royalties:

- A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of

patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.6 Permits:

- A. Unless otherwise indicated in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all safety permits, construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bid. CONTRACTOR shall also pay all charges of utility service companies for connections to the Work, and OWNER shall pay all charges of such companies for capital costs related thereto.
- B. The CONTRACTOR must be familiar with these permits and be responsible for compliance with the permit requirements. However, there is no guarantee that the permits contain all the requirements with which the CONTRACTOR must comply. These permits are not part of the Contract Documents.
- C. HIGHWAY OPENING PERMITS: The CONTRACTOR shall obtain all permits, pay all fees, and provide all insurance bonds required for work in the Village of Highland Falls Rights-of-Way, the Orange County Rights-of-Way, and the New York State Department of Transportation Rights-of-Way.
- D. The CONTRACTOR shall strictly comply with the conditions of all permits.

6.7 Laws and Regulations:

- A. CONTRACTOR shall give all notices and comply with all Federal, State and local laws, ordinances, rules and regulations applicable to the Work. If CONTRACTOR observes that the Specifications or Drawings are at variance therewith, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

6.8 Taxes:

- A. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the Project.

6.9 Use of Premises:

- A. CONTRACTOR shall comply with the following requirements unless otherwise indicated in the Detailed Specifications.
- B. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably disturb more of the various premises than the absolute minimum required for the proper performance of the Work.
- C. During progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for resumption of normal use. CONTRACTOR shall restore to their original condition those disturbed portions of the site not designated for alteration by the Contract Documents.
- D. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

6.10 Record Documents:

- A. CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings and Samples, and Permits at the site in good order, dimensioned and annotated to show all changes made and utilities encountered during the construction process. These shall be available to ENGINEER for examination and shall be delivered to ENGINEER for OWNER upon completion of the Work.

6.11 Safety and Protection:

- A. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the Work and other persons who may be affected thereby, including confined space entry;
2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
3. Other property at the site of the Work or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, driveways, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

- B. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. CONTRACTOR shall cooperate with the utility owner in the protection, removal, relocation or replacement of such utility property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with Paragraph 14.9 that the Work is acceptable.
- C. CONTRACTOR shall designate a responsible member of his organization to be at the site of the Work during all operations whose duty shall be the enforcement of the applicable safety regulations and the prevention of accidents. This person shall be a qualified and experienced expert in construction safety requirements and procedures and shall be designated in writing by CONTRACTOR to OWNER.

6.12 Emergencies:

- A. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

6.13 Shop Drawings and Samples:

- A. After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for review and approval, in accordance with Paragraph 4.4 and the accepted schedule of Shop Drawings submissions (see Paragraph 2.6) and the procedures specified in the General Requirements, copies of all Shop Drawings, which shall have been checked by and stamped with the approval of CONTRACTOR and identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable ENGINEER to review the information as required.
- B. CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all Samples required by the Contract Documents. All Samples will have been checked by and stamped with the approval of CONTRACTOR, and identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.
- C. At the time of each submission, CONTRACTOR shall in writing call ENGINEER's attention to all deviations that the Shop Drawings or Samples may have from the requirements of the Contract Documents.
- D. ENGINEER will review and approve with reasonable promptness Shop Drawings and Samples, but ENGINEER's review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make all corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and resubmit new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals. CONTRACTOR's stamp of approval on any Shop Drawing or Sample shall constitute a representation to OWNER and ENGINEER that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that CONTRACTOR has reviewed or coordinated each Shop Drawing or Sample with the requirements of the Work and the Contract Documents.
- E. Where a Shop Drawing or Sample is required by the Specifications, no related Work shall be commenced until the submittal has been reviewed and approved by ENGINEER.

- F. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any deviations from the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to such deviation at the time of submission and ENGINEER has given written concurrence and approval to the specific deviation, nor shall any concurrence and approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or Samples.

6.14 Continuing The Work:

- A. CONTRACTOR shall carry on the Work and maintain the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and OWNER may otherwise agree in writing.

6.15 Indemnification:

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the Village of Highland Falls, ENGINEER and their agents, employees and consultants from and against all claims, damages, losses and expenses including, but not limited to attorneys' fees arising out of or resulting from the performance of the Work and non-compliance with any and all Permits relating to the Project held by the Village of Highland Falls, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (2) is caused in whole or in part by either (a) any negligent act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder, or (b) arises out of operation of law as a consequence of any act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether any of them has been negligent.
- B. In any and all claims against OWNER or ENGINEER or any of their agents, employees or consultants by any employee of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.15.A shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

- C. The obligations of CONTRACTOR under Paragraph 6.15A shall not extend to the liability of ENGINEER, his agents, employees or consultants arising out of the ENGINEER's preparation or approval of maps, Drawings, written opinions, reports, surveys, Change Orders, designs or Specifications.

ARTICLE 7 - WORK BY OTHERS

- 7.1 OWNER may perform additional work related to the Project by himself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other Contractors who are parties to such direct contracts (or OWNER, if OWNER is performing the additional work with OWNER's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

- 7.2 If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other Contractor or utility service company (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results.

CONTRACTOR's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in the other work.

- 7.3 CONTRACTOR shall do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected.

- 7.4 If the performance of additional work by other Contractors or utility service companies or OWNER was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense or requires an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12 provided that the CONTRACTOR will make no claim which is barred by the provisions of Paragraph 12.3.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

- 8.1 OWNER shall issue all communications to CONTRACTOR through ENGINEER.

- 8.2 In case of termination of the employment of ENGINEER, OWNER shall appoint an Engineer whose status under the Contract Documents shall be that of the former ENGINEER.
- 8.3 OWNER shall furnish the data required by OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in Paragraphs 14.4.A and 14.9.A.
- 8.4 OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.1.A and 4.4. Paragraph 4.2.A refers to OWNER's identifying and making available to CONTRACTOR copies of reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect performance of the Work which have been utilized by ENGINEER in preparing the Drawings and Specifications.
- 8.5 OWNER's responsibilities in respect of purchasing and maintaining insurance are set forth in Article 5.
- 8.6 In connection with OWNER's rights to request changes in the Work in accordance with Article 10, OWNER (especially in certain instances as provided in Paragraph 10.4) is obligated to execute Change Orders.
- 8.7 OWNER's responsibility in respect of certain inspections, tests and approvals is set forth in Paragraph 13.3.
- 8.8 In connection with OWNER's right to stop Work or suspend Work, see Paragraphs 13.5A and 15.1. Paragraph 15.2A deals with OWNER's right to terminate services of CONTRACTOR under some circumstances.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

- 9.1 OWNER's Representative:
 - A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.
- 9.2 Visits to Site:
 - A. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER may make visits to the site at intervals appropriate to the various stages of construction to

observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. On the basis of such visits and on-site observations, ENGINEER will inform OWNER of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

9.3 Clarifications and Interpretations:

- A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

9.4 Rejecting Defective Work:

- A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in Article 13, whether or not the Work is fabricated, installed or completed.

9.5 Project Representation:

- A. If OWNER and ENGINEER agree, ENGINEER will designate a Resident Project Representative or Representatives to assist ENGINEER in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions. If OWNER designates another agent to represent him at the site who is not ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person will be as set forth in the Supplementary Conditions.

9.6 Decisions on Disagreements:

- A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this Paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the

claimant to ENGINEER and the other parties to the Agreement within fifteen days of the occurrence of the event giving rise thereto, and complete written supporting data will be submitted to ENGINEER and the other party within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. In his capacity as interpreter and judge, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

- B. The rendering of a decision by ENGINEER pursuant to Paragraph 9.6.A with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.9) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter.

9.7 Limitations on ENGINEER's Responsibilities:

- A. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, and Subcontractor, any manufacturer, fabricator, supplier or distributor or any of their agents or employees or any other person performing any of the Work.
- B. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of Paragraphs 9.7.C and 9.7.D.
- C. ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

- D. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

- 10.1 Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.
- 10.2 ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.
- 10.3 Additional Work performed without authorization of Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except as provided in Paragraphs 10.2, 13.4B, and except in the case of an emergency as provided in Paragraph 6.12.
- 10.4 OWNER shall execute appropriate Change Orders prepared by ENGINEER covering changes in the Work which are required by OWNER, or required because of unreasonable unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective, or as provided in Paragraphs 11.6 and 15.1, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.
- 10.5 If notice of any changes affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

- 11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.
- 11.2 The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to OWNER and ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.
- 11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the ways listed herein.
- A. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
 - B. By mutual acceptance of a lump sum.
 - C. On the basis of the Cost of the Work (determined as provided in Paragraph 11.4) plus a Contractor's Fee for overhead and profit (determined as provided in Paragraph 11.5).
 - D. Whenever the cost of any Work is to be determined pursuant to Paragraphs 11.4.A and 11.4.B, CONTRACTOR will submit in form acceptable to ENGINEER, an itemized cost breakdown together with supporting data.
- 11.4 Cost of the Work:
- A. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.4.B.
 - 1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not

employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including reasonable costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.
3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
4. Costs of special consultants employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.
 - c. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the

advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof -- all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.
- e. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in Paragraph 11.5.
- g. The cost of utilities, fuel and sanitary facilities at the site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- i. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

B. The term Cost of the Work shall not include any of the following:

- 1. Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.4.A.1 - all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.
- 2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.
4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).
5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.4.A.

11.5 CONTRACTOR's Fee:

- A. The CONTRACTOR's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:
 1. A mutually acceptable fixed fee; or if none can be agreed upon.
 2. A fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 11.4.A.1 and 11.4.A.2, the CONTRACTOR's Fee shall not exceed a total of twenty percent (ten percent for overhead and ten percent for profit).
 - b. For costs incurred under Paragraph 11.4.A.3, the CONTRACTOR's Fee shall not exceed a total of five percent; and if a subcontract is on the basis of Cost of the Work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed a total of twenty percent.
 - c. No fee shall be payable on the basis of costs itemized under Paragraphs 11.4.A.4, 11.4.A.5 and 11.4.B.
 - d. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost, will be the amount of the net decrease plus a deduction in CONTRACTOR's Fee by an amount equal to ten percent of the net decrease.
 - e. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR's Fee shall be computed on the basis of the net change in accordance with Paragraphs 11.5.A.2.a through 11.5.A.2.d, inclusive.

11.6 Cash Allowances:

- A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors, manufacturers, fabricators, suppliers or distributors and for such sums within the limit of the allowances as may be acceptable to ENGINEER. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. CONTRACTOR agrees that the original Contract Price includes such sums as CONTRACTOR deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.7 Unit Price Work:

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

- 12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in Paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God. No extension of the Contract Time will be granted where the delay is attributable to a Subcontractor, manufacturer, fabricator, supplier or distributor or any other party performing services or furnishing material or equipment on behalf of the CONTRACTOR unless such party's delay is attributable to one of the above enumerated causes.
- 12.3 The time limits concerning Substantial Completion and final completion as stated in the Contract Documents are of the essence. The provisions of this Article 12 shall not

exclude recovery for damages (including compensation for additional professional services) for delay by either party, provided, however that CONTRACTOR shall not be entitled to damages for any delay occurring as a consequence of a delay in additional work being performed by others pursuant to Paragraph 7.1 hereof if the performance of said additional work was noted in the Contract Documents and the delay (by others) was not directly caused by the fault of OWNER.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTION; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.1 Warranty and Guarantee:

- A. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective.

Prompt notice of all defects observed by the ENGINEER shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected or corrected as provided in this Article 13.

13.2 Access to Work:

- A. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

13.3 Tests and Inspections:

- A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.
- B. If any law, ordinance, rule, regulation, code or orders of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR (unless another party is specified in the General Requirements) shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required by the Specifications in connection with OWNER's or ENGINEER's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Unless otherwise specified, the cost of all other

inspections, tests and approvals required by the Contract Documents shall be paid by CONTRACTOR.

- C. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER (or by ENGINEER if so specified).
- D. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER has not acted with reasonable promptness in response to such notice.
- E. Neither observations by ENGINEER nor inspections, test or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents.

13.4 Uncovering Work:

- A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.
- B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, and upon reasonable notice to OWNER, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expense of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective and there is no contradiction with Paragraph 13.3.D, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

13.5 Owner May Stop the Work:

- A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

13.6 Correction or Removal of Defective Work:

- A. If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work.

13.7 One Year Correction Period:

- A. If, within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

13.8 Acceptance of Defective Work:

- A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

- B. OWNER may require CONTRACTOR to furnish, at CONTRACTOR's expense, a special performance guarantee or other surety prior to acceptance of defective Work.

13.9 Owner May Correct Defective Work:

- A. If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with Paragraph 13.6, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven days' written notice to CONTRACTOR, correct or remedy any such deficiency. In exercising his rights under this Paragraph, OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this Paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in his performance of the Work attributable to the exercise by OWNER of OWNER's rights hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 Schedules:

- A. At least twenty days prior to submitting the first application for a progress payment, CONTRACTOR shall (except as otherwise specified in the General Requirements) submit to ENGINEER a progress schedule, and a final schedule of Shop Drawings submissions for the Work. These schedules shall be satisfactory in form and substance to ENGINEER.

14.2 Application for Progress Payment:

- A. At least twenty days before each application for a progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- B. Applications will be incomplete without updated Shop Drawing and Project Schedules as required by Sections 1E2 and 1E3.
- C. Applications will be incomplete without updated As-Builts as required by Section 1I2.
- D. Applications will be incomplete without Certified Payroll.

14.3 CONTRACTOR's Warranty of Title:

- A. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

14.4 Review of Applications for Progress Payments:

- A. ENGINEER will, within ten days after receipt of each CONTRACTOR certified and signed Application for Payment, either indicate in writing his recommendation of payment and present the application to OWNER, or return the application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the application. OWNER shall, within thirty days of presentation to him of the application for Payment with ENGINEER's recommendation, pay CONTRACTOR the amount recommended.
- B. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the Work in progress as an experienced and

qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work, or that the means, methods, techniques, sequences, and procedures of construction have been reviewed, or that any examination has been made to ascertain how or for what purpose CONTRACTOR has used the moneys paid or to be paid to CONTRACTOR on account of the Contract Price, or that title to any Work, materials or equipment has passed to OWNER free and clear of any liens.

- C. ENGINEER's recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in Paragraph 14.9 have been fulfilled.
- D. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:
 - 1. The Work is defective, or completed Work has been damaged requiring correction or replacement,
 - 2. Written claims have been made against OWNER or Liens have been filed in connection with the Work,
 - 3. The Contract Price has been reduced because of Modifications,
 - 4. OWNER has been required to correct defective Work or complete the Work in accordance with Paragraph 13.9,
 - 5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, or
 - 6. CONTRACTOR's failure to make payment to Subcontractors for labor, materials or equipment.

14.5 Substantial Completion:

- A. For the purpose of this Contract, "Substantial Completion" shall mean that the CONTRACTOR has completed installation of the improvements to the Senior Center as described in the Contract Documents and said improvements meet the approval of the Village Engineer and the Village of Highland Falls.
- B. When CONTRACTOR considers the Work ready for its intended use, CONTRACTOR shall, in writing to OWNER and ENGINEER, certify that the Work is substantially complete and request that ENGINEER issue a Certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative Certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which OWNER may make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating his reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive Certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative Certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities and insurance. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER prior to his issuing the definitive Certificate of Substantial Completion ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.
- C. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.6 Partial Utilization:

- A. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:
1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a Certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving his reason therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to OWNER and CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a tentative list of items to be completed or corrected before final payment. Prior to issuing a Certificate of Substantial Completion as to part of the Work, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR, with respect to security, operation, safety, maintenance, utilities and insurance for that part of the Work which shall become binding upon OWNER and CONTRACTOR at the time of issuing the definitive Certificate of Substantial Completion as to that part of the Work, unless OWNER and CONTRACTOR shall have otherwise agreed in writing and so informed ENGINEER. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.
 2. In lieu of the issuance of a Certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such take over, OWNER and CONTRACTOR have agreed as to the division of responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of Paragraph 5.8, in respect of property insurance.

14.7 Final Inspection:

- A. Upon written notice from CONTRACTOR that the Work is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

14.8 Final Application for Payment:

- A. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked up record documents, and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of Paragraph 14.10) CONTRACTOR may make application for final payment following the procedures for progress payments. All prior progress payments shall be subject to review and correction by the ENGINEER and appropriate adjustments made as part of the final application procedure. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

14.9 Final Payment and Acceptance:

- A. If, on the basis of ENGINEER's observation of the Work during construction and final inspection and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR

has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of Paragraph 14.11. Otherwise, ENGINEER will return the application to CONTRACTOR indicating in writing the reasons for refusing to recommend final payment in which case CONTRACTOR shall make the necessary corrections and resubmit the application. If the application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof, pay CONTRACTOR the amount recommended by ENGINEER.

- B. If, through no fault of CONTRACTOR, final completion is materially delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in Paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with his application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

14.10 CONTRACTOR's Continuing Obligation:

- A. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a Certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to Paragraph 14.9, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

14.11 Waiver of Claims:

- A. The making and acceptance of final payment shall constitute:
 - 1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after

final inspection pursuant to Paragraph 14.7.A or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however it shall not constitute a waiver by the OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.1 OWNER May Suspend Work:

- A. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in Articles 11 and 12.

15.2 Owner May Terminate:

- A. Upon the occurrence of any one or more of the following events:
 1. If CONTRACTOR is adjudged bankrupt or insolvent,
 2. If CONTRACTOR makes a general assignment for the benefit of creditors,
 3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property,
 4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws,
 5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment,
 6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment,
 7. If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction,
 8. If CONTRACTOR disregards the authority of ENGINEER, or
 9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents, OWNER may after giving CONTRACTOR and his Surety seven (7) days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without

liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be verified by ENGINEER and incorporated in a Change Order, but in finishing the Work OWNER shall not be required to obtain the lowest figure for the Work performed.

- B. Where CONTRACTOR's services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.
- C. Upon seven (7) days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):
 - 1. For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date or termination, including fair and reasonable sum of overhead and profit on such work;
 - 2. For expenses sustained prior to effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. For amounts paid in settlement of terminated contracts with Subcontractors, manufacturers, fabricators, suppliers or distributors and others; and
 - 4. For reasonable expenses directly attributable to termination. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss or any consequential damages arising out of such termination.

15.3 CONTRACTOR May Stop Work or Terminate:

- A. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR

any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to OWNER and ENGINEER, and provided that OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provision of this paragraph shall not relieve CONTRACTOR of his obligations under Paragraph 6.14 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - DISPUTE RESOLUTION

- 16.1 Unless otherwise provided in the Supplementary Conditions, all claims, disputes and other matters in question between OWNER and CONTRACTOR arising out of, or relating to the Contract Documents or the breach thereof, except for claims which have been waived by the making or acceptance of final payment as provided by Paragraph 14.11, shall be decided by the courts of the jurisdiction in which the Project is located.
- 16.2 In the case of any dispute that is required to be referred to ENGINEER initially for decision in accordance with Paragraph 9.6, no legal proceeding shall be instituted prior to the earlier of either (a) the date on which ENGINEER has rendered a decision, or (b) the tenth day after the parties have presented their evidence to ENGINEER; and no proceeding with respect to such dispute shall be commenced later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof.

ARTICLE 17 - MISCELLANEOUS

- 17.1 Giving Notice:
- A. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known for whom the notice is intended.
- 17.2 Computation of Time:
- A. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the

last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

17.3 General:

- A. Should OWNER or CONTRACTOR suffer injury or damage to his person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.
- B. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR, by Paragraphs 6.15, 13.1, 13.6, 13.9, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract except as to paragraph 16.2, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

++END OF SECTION++

SUPPLEMENTARY CONDITIONS

(These Supplementary Conditions amend or supplement the General Conditions and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.)

TABLE OF ARTICLES

SC-1	Definitions
SC-4	Availability of Lands; Physical Conditions; Reference Points
SC-5	Bonds and Insurance
SC-6	CONTRACTOR's Responsibilities
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ARTICLE SC-1 - DEFINITIONS

SC1-1 The terms used in these Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

ARTICLE SC-4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

SC4.2 Physical Conditions - Subsurface Investigations and Reports:

- A. Subsurface Data: The following paragraphs provide information on subsurface investigations and reports used in the design of the Project:
 - 1. In the design of the Project, the ENGINEER has relied upon subsurface data obtained from test borings and test pits made at the site of the Project. The locations and results of these borings are shown on the Drawings.
 - 2. The subsurface data are not guaranteed as to accuracy or completeness, nor are they a part of the Contract Documents.
 - a. Neither the OWNER or ENGINEER makes any warranties or representations whatsoever with respect to subsurface conditions. Boring logs, reports and studies, if any, regarding subsurface conditions which may be supplied by the OWNER or ENGINEER are approximate guidelines only, and supplied if at all solely as a

convenience to the bidder, who shall not rely thereon and who is responsible for conducting its own investigation. In the event the CONTRACTOR encounters during the performance of its Work subsurface conditions at the site materially different from those shown in the Contract Drawings or Specifications and which could not reasonably have been anticipated by the CONTRACTOR and which will materially affect the cost of the Work to be performed under the Contract, the CONTRACTOR shall promptly inform the ENGINEER in writing of such unanticipated conditions. If the ENGINEER determines that the conditions are materially different and could not have been reasonably anticipated by the CONTRACTOR, the Contract may be modified with the OWNER'S written approval and an appropriate Change Order issued.

3. Each prospective Bidder, who examines any samples or reports, or purchases copies of the report, shall be required to sign on a sheet and give his name, and the name and address of the company he represents.
4. Bidders are cautioned that the subsurface data have been utilized for general design purposes only and may be inadequate for the purpose of preparing a Bid. Where estimated quantities are shown in the Bid Form, such estimates are solely for the purpose of comparing Bids and are not intended to constitute an explicit or implicit representation as to the nature of the materials which may be encountered below the surface of the ground.
5. The making available of this subsurface data to Bidders is not intended to relieve them from their responsibility to familiarize themselves with the subsurface conditions in accordance with the requirements of Article 6 of the Instructions to Bidders. The submission of a Bid constitutes an agreement by the Bidder that he shall make no claim against the OWNER or its agents or employees and the ENGINEER or its officers, agents, or employees because the subsurface data made available to prospective Bidders are not representative of the actual subsurface conditions.
6. In the event that the subsurface conditions actually encountered vary from those used for design purposes to the extent that a change of design is, in the sole opinion of the ENGINEER, made necessary, a Change Order will be issued as provided by the General Conditions.

B. Permits: Further to Paragraph 6.6 of the General Conditions, the following paragraphs provide supplementary information on water bodies and wetlands in the Project:

1. In the design of the Project, the ENGINEER has relied upon data contained in the regulations issued by the NYCDEC and the USACOE.

2. Each prospective bidder, who examines the permits or purchases copies of the permits shall be required to sign on a sheet and give his name, and the name and address of the company he represents.
 3. The making available of this data to Bidders is not intended to relieve them from their responsibility to familiarize themselves with the requirements of the agencies issuing the permits and the physical conditions in accordance with the requirements of Article 6 of the Instructions to Bidders. The submission of a Bid constitutes an agreement by the Bidder that he shall make no claim against the OWNER or its agents or employees and the ENGINEER or its officers, agents or employees because the data made available to prospective Bidders may not be representative of the actual requirements of the agencies at the time of construction.
- C. Location of the Existing and Proposed Pipelines, Structures, Lines and Grades.
1. The CONTRACTOR shall be responsible for establishing all control elevations, location of existing structures and pipelines, construction stake-out of all proposed structures and pipelines and all other detailed surveys necessary for Project construction.

ARTICLE SC-5 - BONDS AND INSURANCE

SC5.1 Performance, Payment and Other Bonds:

- A. Add following new paragraphs immediately after Paragraph 5.1.B of the General Conditions:
- "1. Special Guarantee Bonds: Except as provided in Paragraph 5.10, whenever a special guarantee is required by the Specifications or any other Contract Document to be given by the CONTRACTOR, Subcontractor, installer, manufacturer, or any other person, such person shall furnish a Bond to OWNER. Such Bond is to be issued by a corporate surety, for the period of the guarantee, which shall commence on the date of final acceptance of the Work, product, material, etc. Such Bond or the guarantee from which it arises shall provide for replacement or repair of the defective work, product, material, etc., promptly upon notification of the existence of said defect. Unless otherwise required by the Specifications this requirement for a Bond shall be automatically waived where the guarantee is being furnished by a manufacturer of equipment regularly doing business in interstate commerce.
 2. Performance Bond and Payment Bond shall be in accordance with the forms included with the Agreement."

SC5.2 CONTRACTOR's Liability Insurance:

- A. The limits of liability for the insurance required by Paragraph 5.2 of the General Conditions shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:
1. For Workers' or Workmen's Compensation, etc. under Paragraphs 5.2.A.1 and 5.2.A.2 of the General Conditions:
 - a. State: Statutory
 - b. Applicable Federal
(e.g. Longshoreman's) Statutory
 - c. Employer's Liability Statutory
 2. Contractor's General Liability under Paragraphs 5.2.A.3 through 5.2.A.5 and Paragraph 5.2.A.7 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of the Contractor as specified in the Contract Document Form entitled ***Certificate By Contractor Regarding His Insurance.***
 3. Automobile Liability under Paragraph 5.2.A.6 of the General Conditions and as specified in the Contract Document Form entitled ***Certificate By Contractor Regarding His Insurance.***
 4. CONTRACTOR shall provide Blanket Excess Liability coverage in the amounts of \$3,000,000 for each occurrence and \$3,000,000 aggregate.
 5. Liability insurance coverage may be effected under overall blanket or excess coverage policies of CONTRACTOR or his Subcontractors with such deductible and self-insurance as OWNER will deem reasonable and prudent. In the event of a public liability occurrence, the net proceeds of any insurance provided hereunder shall be applied toward extinguishment or satisfaction of such liability.
 6. CONTRACTOR shall supply Certificates of Insurance specifying the types and minimum insurance coverages as required.
 7. The Comprehensive General Liability policy and the Umbrella policy shall both contain the following paragraph:
 - a. Coverage is provided for the defense of claims, indemnity and hold harmless provisions of the Contract for the benefit of the Village of Highland Falls, New York, the ENGINEER, and the Owner.

SC5.11 General Information on Bonds and Insurance Requirements:

- A. Add following new paragraphs to end of Article 5 of the General Conditions:
- "1. Policies of insurance maintained by the OWNER or CONTRACTOR with respect to the Work on this Project shall be issued by a responsible insurance company or companies, duly qualified to do business in the State of New York, and shall be subject to approval of the OWNER as to financial security and stability. Such policies of insurance shall be nonassessable and shall be written in the name of and for the benefit of the

OWNER, CONTRACTOR, and Subcontractors as their respective interests may appear.

2. The required insurance coverages include the legal liability of the CONTRACTOR for loss or damage to property of the OWNER, and for indemnification of the OWNER, and the ENGINEER, and their representatives, agents and servants.
3. The CONTRACTOR shall not commence or proceed to work under this Contract until he has obtained all required insurance and until he shall have filed the Certificates of Insurance with the OWNER.
4. In the event that claims in excess of the amounts provided by insurance are filed by reason of any operations under the Agreement, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR, until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the OWNER.
5. OWNER shall be named as an additional insured on each policy and the CONTRACTOR's insurers must have an A+ Operating and Class 15 financial rating as listed in Best's Key Rating Guide, latest edition.
6. CONTRACTOR expressly understands and agrees that any insurance protection required by these conditions shall in no way limit the CONTRACTOR's obligations created hereunder and shall not be construed to relieve the CONTRACTOR of any liability in excess of such coverage, nor shall it preclude the OWNER from taking any actions as are available to it under any provision of any agreement between the OWNER and the CONTRACTOR or otherwise available under the law.
7. CONTRACTOR shall also secure and maintain in force during the time required by the insured, the various insurances required by the State of New York, County of Orange, and other governing and regulatory agencies.
8. If OWNER has any objections to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with Paragraphs 5.2, 5.3 and 5.5.A of the General Conditions on the basis of its not complying with the Contract Documents, OWNER will notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates to OWNER in accordance with Paragraph 2.1.B of the General Conditions. If CONTRACTOR has any objections to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by OWNER in accordance with Paragraph 5.5.B of the General Conditions on the basis of it not complying with the Contract Documents, CONTRACTOR will notify OWNER in writing thereof within ten days of the date of delivery of such certificates to CONTRACTOR in accordance with Paragraph 2.1.B of the General Conditions. OWNER and CONTRACTOR will each provide to the other

such additional information in respect of insurance provided by him as the other may reasonably request. Failure by OWNER or CONTRACTOR to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents."

ARTICLE SC-6 - CONTRACTOR'S RESPONSIBILITIES

SC6.2 Labor, Materials and Equipment:

- A. Add following new paragraphs immediately after Paragraph 6.2.D. of the General Conditions:
 - 1. During freezing, stormy or inclement weather, no Work shall be done except such as can be done satisfactorily as determined by the ENGINEER and in a manner to secure first-class workmanship throughout.
 - 2. The CONTRACTOR shall furnish sufficient forces, materials and equipment, and shall work such hours, including night shift and overtime operations, as necessary, to ensure the prosecution of the Work in accordance with the then current construction schedule. If, in the opinion of the ENGINEER, the CONTRACTOR falls behind in meeting the schedule as presented in the update, the CONTRACTOR shall take such steps as may be necessary to improve his progress, and the ENGINEER may require him to increase the hours of Work, the number of shifts, overtime operations and the amount of construction materials and equipment without additional cost to the OWNER; however, as indicated in Section 1G12, the hours of work shall be limited to Monday through Friday between the hours of 7:00 a.m. and 6:00 p.m., excluding legal holidays, unless approval is granted by the ENGINEER to work additional hours.
 - 3. All Work required by the CONTRACTOR to connect into water and sewer utilities shall be performed in accordance with all applicable local, County and State laws, rules and regulations."

SC6.3 Substitutions:

- A. Add the following new paragraph immediately after Paragraph 6.3.A.2 of the General Conditions:
 - "3. The charges of the ENGINEER and its consultants shall be reimbursed to the OWNER as part of each progress payment, as applicable."

SC6.8 Taxes:

- A. Add a new Paragraph immediately after Paragraph 6.8.A of the General Conditions, which is to read as follows:
 - "B. OWNER is exempt for payment of sales and compensating use taxes of the State of New York and of cities and counties on all materials to be incorporated into the Work.
 - 1. OWNER will furnish the required certificates of tax exemption to CONTRACTOR for use in the purchase of supplies and materials to be incorporated into the Work.
 - 2. OWNER's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by CONTRACTOR, or to supplies or materials not incorporated into the Work."

SC6.11 Safety and Protection:

- A. Add following new paragraphs immediately after Paragraph 6.11.C of the General Conditions:
 - D. The CONTRACTOR shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54), as amended.
 - E. The attention of the CONTRACTOR is directed to the provisions of Section 4(b)(4) of the Occupational Safety and Health Act of 1970, as follows: 'Nothing in this Act shall be construed to supersede or in any manner affect any workman's compensation law or to enlarge or diminish or affect in any manner the common law or statutory rights, duties, or liabilities of employers and employees under any law with respect to injuries, diseases, or death of employees arising out of, or in the course of, employment.'
 - F. Hazard Communication Programs: CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with all laws, ordinances, rules, regulations and orders of any public body. CONTRACTOR shall provide a centralized location for the maintenance of the material safety data sheets or other hazard communication information required to be made available by any employer on the site. Location of the material safety data sheets or other hazard communication information shall be readily accessible to the employees of any employer

on the site. Each subcontractor or employer shall furnish to the CONTRACTOR any material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with all laws, ordinances, rules, regulations and orders of any public body.

- G. In addition to the safety and protection responsibilities of Section 6.11 of the General Conditions, the CONTRACTOR shall utilize OSHA Approved Confined Space Entry procedures throughout the Work. Caution shall be exercised by the CONTRACTOR relative to oxygen deficiency, and the collection and accumulation of hazardous and toxic gases which may be present in sewers and appurtenant structures. The CONTRACTOR shall take required precautions for the detection of oxygen deficiency and toxic and hazardous gases, and shall provide the necessary safety apparatus in good working order, if and when oxygen deficiency and/or hazardous and toxic gases are encountered in the Work."

SC6.16 Notification of Utilities and Other Owners:

- A. Add following new paragraphs to end of Article 6 of the General Conditions:

- 1. The CONTRACTOR shall be required to fully inform himself concerning the location of public or private facilities and structures on, under, or over the Project, which may interfere with his operations, and it shall be assumed that he has prepared his Bid and entered into the Contract in full understanding of the conditions to be encountered, and his responsibilities in connection therewith. From investigations and field surveys, the locations of such facilities and structures as have been brought to the attention of the ENGINEER are indicated on the Drawings, but the locations of water wells, septic systems or water, electric, gas, sewer, telephone lines, cable television service, fuel storage tanks, fuel lines, etc., and the nature of materials are not guaranteed. The indication on the Drawings of such facilities shall not be assumed to relieve the CONTRACTOR of any responsibility with respect thereto; neither shall the OWNER or ENGINEER be held responsible for any omission or failure to give notice to the CONTRACTOR of any other facility or structure on, under, or over the Project, or the presence of rock or other unsuitable material.
- 2. The CONTRACTOR shall notify all utilities that he will be making an excavation prior to the start of such work. Refer to Section 1A2 and 1G9 of the General Requirements for notification procedures and requirements."

ARTICLE SC-7 - LOCATION OF EXISTING UTILITIES

The location of known existing utilities as shown on the Plans, such as waterlines, storm drains, sewers and utility lines, have been located in accordance with the available information from the OWNERS. The OWNER and/or ENGINEER do not guarantee the completeness or the correctness of the data. The CONTRACTOR shall verify these locations and in no way shall the CONTRACTOR hold the OWNER and/or ENGINEER responsible for utilities which may not be located as shown on or which may have been omitted from the Drawings. The CONTRACTOR shall take all necessary precautions to protect services and mains, and any damage to them shall be repaired immediately at the CONTRACTOR's expense. Where new construction crosses existing utilities, CONTRACTOR shall verify and/or determine location and elevation of same prior to the beginning of construction. It should be noted that the locations of house services from the gas and sewer mains are not known and therefore have not been shown on the Plans. Therefore, the CONTRACTOR shall take every precaution to contact the applicable utility owners to verify and/or to determine locations of same. CONTRACTOR to locate existing water mains and water services as required by the contract documents.

ARTICLE SC-8 - NOTIFICATION OF DAMAGED UTILITIES

In the case of a gas, water, sewer, drain, conduit, electric line or other pipe becoming broken or damaged in the prosecution of the Work, the CONTRACTOR shall give immediate verbal and WRITTEN NOTICE to the ENGINEER, proper authorities and utility owners' representatives and shall be responsible for any damage to persons or property caused by such breaks. Failure to give prompt notice to the authorities and utility owners' representatives shall make the CONTRACTOR responsible for any needless loss of water, gas or electricity.

ARTICLE SC-9 - ENGINEER'S STATUS DURING CONSTRUCTION

SC 9.5 Project Representation:

- A. Add a new Paragraph immediately after Paragraph 9.5.A, which is to read as follows:
- B. Resident Project Representative(s) (RPR) is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with OWNER and ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site Work shall in general be with OWNER, ENGINEER and CONTRACTOR keeping them advised as necessary. RPR's dealings with Subcontractors shall only be

through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1. Duties and Responsibilities of RPR:

- a. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals and schedule of values prepared by CONTRACTOR and consult with OWNER and ENGINEER concerning acceptability.
- b. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- c. Liaison:
 - 1) Serve as OWNER's and ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR.
 - 2) Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
 - 3) The coordination and monitoring provided by the Resident Project Representative will extend to the OWNER, the ENGINEER, and regulatory agencies.
 - 4) All requests, submittals, approvals and coordination shall be handled by the Resident Project Representative.
- d. Shop Drawings and Samples:
 - 1) Record date of receipt of Shop Drawings and Samples, which are received at the site.
 - 2) Receive Samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of Samples for examination.
 - 3) Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.
- e. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - 1) Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the

- Work is in general proceeding in accordance with the Contract Documents.
- 2) Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - 3) Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - 4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
- f. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
- g. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
- h. Records:
- 1) Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, and reproductions of original Contract Documents including all Addenda, Change Orders, Field Orders, additional Drawings

- issued subsequent to the execution of the Agreement, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- 2) Keep a record, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions on Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - 3) Record names, addresses and telephone numbers of all CONTRACTORS, Subcontractors and major suppliers of materials and equipment.
- i. Reports:
- 1) Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - 2) Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - 3) Draft proposed Change Orders, obtaining backup material from CONTRACTOR and recommend to OWNER and ENGINEER Change Orders and Field Orders.
 - 4) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
- j. Payment Requests: Review Applications for Payment with CONTRACTOR for compliance with the established procedure for their submission and submit recommendations to OWNER and ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- k. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

1. Completion:
 - 1) Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - 2) Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - 3) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.
2. Limitations of Authority of RPR:

RPR shall not:

 - a. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
 - b. Exceed limitations of OWNER's and ENGINEER's authority as set forth in the Agreement or the Contract Documents.
 - c. Undertake any of the responsibilities of CONTRACTOR, Subcontractors or CONTRACTOR's superintendent.
 - d. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
 - e. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
 - f. Accept Shop Drawing or Sample submittals from anyone other than CONTRACTOR.
 - g. Authorize OWNER to occupy the Project in whole or in part without agreement with CONTRACTOR.
 - h. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER."

ARTICLE SC-14 - NOTIFICATION OF INTERIM CONNECTIONS AND SUBSTANTIAL COMPLETION

SC14.5 The CONTRACTOR shall notify the ENGINEER of the following:

- A. At least two weeks prior to his expected date of Substantial Completion CONTRACTOR shall notify ENGINEER in writing of this anticipated date.

ARTICLE SC-18 - STATUTORY AND SPECIAL REQUIREMENTS AND PROVISIONS

SC18.1 General:

- A. This Article contains portions of certain laws and regulations which, by, provision of law, ordinance, rule or regulation, are required to be included in the Contract Documents. The material included in this Article may not be complete or current. The CONTRACTOR is obligated to comply with all laws, ordinances, rules and regulations applicable to the Work as set forth in Paragraph 6.7.A of the General Conditions.
 - 1. Minority and Women Workforce Participation Goals for this project are both set at ten (10) percent.
- B. Only NYS Certified Minority/Women Business Enterprises may be utilized for MBE/WBE Program crediting purposes. Contractors/Consultants must ensure that firms proposed for MBE/WBE participation are NYS Certified.

SC18.3 Noncollusive Bidding Requirements:

- A. In addition to the other provisions herein contained to be done or performed by the Bidders as part of these Bidding and Contract Documents each Bidder certifies:
 - 1. By submission of his Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:
 - a. The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

- c. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.
 - 2. A Bid shall not be considered for award nor shall any award be made where Paragraphs 1.a., b. and c. above have not been complied with; provided, however, that if in any case the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefor. Where Paragraphs 1.a., 1.b. and 1.c. above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being Bid, does not constitute, without more, a disclosure within the meaning of Paragraph 1 above.
 - 3. Any Bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such Bid contains the certification referred to in Paragraph 1 above, shall be deemed to have been authorized by the board of directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the Bid and the inclusion therein of the Noncollusion Affidavit as the act and deed of the corporation.
- B. A copy of the Noncollusion Affidavit is included with the Bid Form in this Project Manual.

SC18.4 Non-Discrimination in Employment:

- A. During the performance of this Contract, CONTRACTOR agrees as follows:
 - 1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or to the forms of compensation, and selecting for training or retraining, including apprenticeship and on-the-job training.

2. CONTRACTOR will send to each labor union or representative of workers which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the CONTRACTOR's Agreement under clauses 1 through 8 hereinafter called "non-discrimination clauses". If the CONTRACTOR was directed to do so by the OWNER as part of the Bid or negotiation of this Contract, CONTRACTOR shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color or national origin and that such labor union or representative either will affirmatively cooperate within the limits of his legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses that it consents and agrees that recruitment, employment, and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request, that it furnish such a statement, CONTRACTOR shall promptly notify the State Commission for Human Rights of such failure or refusal.
3. CONTRACTOR will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses 1 through 2 and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.
4. CONTRACTOR will state, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.
5. CONTRACTOR will comply with the provisions of the Executive Law, Human Rights, Article 15, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General, District Commissioner of Housing and Community Renewal and the Industrial Commission for purposes of investigation to ascertain compliance with these non-discrimination clauses of the Executive Law, Human Rights Law, Article 15.
6. This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the OWNER upon the basis of a finding made by the State Commission for Human Rights that CONTRACTOR has not

complied with these non-discrimination clauses, and CONTRACTOR may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State or housing authority, or an urban renewal agency, or contracts requiring the approval of the Commissioner of Housing and Community Renewal, until he has satisfied the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to CONTRACTOR and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

7. If this Contract is canceled or terminated under clause 6, in addition to other rights of the OWNER provided in this Contract upon its breach by CONTRACTOR, CONTRACTOR will hold the OWNER harmless against any additional expenses or costs incurred by the OWNER in completing the Work or in purchasing the services, materials, equipment or supplies contemplated by this Contract, and the OWNER may withhold payments from CONTRACTOR in an amount sufficient for this purpose and recourse may be had against the surety on the Performance Bond if necessary.
8. CONTRACTOR will include the provisions of clauses 1 through 2 in every subcontract or purchase order to reflect the proper identity of the parties in such a manner that such provisions will be binding upon each Subcontractor or vendor as to operations to be performed within the State of New York. CONTRACTOR will take such actions in enforcing such provisions of such subcontract or purchase order as the OWNER may direct, including sanctions or remedies for non-compliance. If CONTRACTOR becomes involved in or is threatened with litigation with a Subcontractor or vendor as a result of such direction by the OWNER, the CONTRACTOR shall promptly so notify the Attorney General, requesting him to intervene and to protect the interest of the State of New York.

SC-18.5 Payments to Subcontractors:

- A. In accordance with New York State General Municipal Law, Section 106-b, CONTRACTOR shall:
 1. Within fifteen calendar days of the receipt of any payment from the OWNER, the CONTRACTOR shall pay each of his Subcontractors and materialman the proceeds from the payment representing the value of the work performed and/or materials furnished by the Subcontractor and/or materialman and reflecting the percentage of the Subcontractor's work

completed or the materialman's material supplied in the requisition approved by the OWNER and based upon the actual value of the subcontract or purchase order less an amount necessary to satisfy any claims, liens or judgments against the Subcontractor or materialman which have not been suitably charged and less any retained amount as hereafter described. The CONTRACTOR shall retain not more than five percent of each payment to the Subcontractor and/or materialman except that the CONTRACTOR may retain in excess of five percent but not more than ten percent of each payment of the Subcontractor provided that prior to entering into a subcontract with the CONTRACTOR, the Subcontractor is unable or unwilling to provide a Performance Bond and a Labor and Material bond both in the full amount of the subcontract at the request of the CONTRACTOR. However, the CONTRACTOR shall retain nothing from those payments representing proceeds owed the Subcontractor and/or materialman from OWNER's payments to the CONTRACTOR for the remaining amounts of the contract balance after the work or portions thereof are substantially complete. Within fifteen calendar days of the receipt of payment from the CONTRACTOR, the Subcontractor and/or materialman shall pay each of his Subcontractors and materialman in the same manner as the CONTRACTOR has paid the Subcontractor. Nothing provided herein shall create any obligation on the part of the OWNER to pay or to see the payment of any moneys to any Subcontractor or Materialman from the CONTRACTOR nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the Subcontractor or materialman and the OWNER.

SC 18.6 Prevailing Rate Schedule:

- A. The labor on this Contract shall be performed in accordance with the requirements of Article 8 (Sections 220-223) of the New York State Labor Law. The supplements to be provided and wages to be paid to workers, laborers, and mechanics employed on this Contract, determined pursuant to Section 220 of the Labor Law, are set forth in the schedules attached to and hereby made a part of these Supplementary Conditions.
- B. CONTRACTOR shall note that the wage and supplemental benefits shown in the attached schedules are subject to change. The wage rates and supplemental benefits to be paid and provided shall be those prevailing at the time the Contract is being performed.

SC-19 DAVIS BACON AND NYS PREVAILING WAGE RATES

(ATTACHED)

SC-20 FEDERAL LABOR STANDARD PROVISIONS HUD-4010 AND GENERAL
CONDITIONS, PART II FEDERAL REQUIREMENTS

(ATTACHED)

"General Decision Number: NY20220007 02/25/2022

Superseded General Decision Number: NY20210007

State: New York

Construction Types: Building, Heavy and Highway

Counties: Dutchess, Orange, Sullivan and Ulster Counties in New York.

BUILDING CONSTRUCTION PROJECTS FOR ALL COUNTIES EXCEPT SULLIVAN (does not include single family homes and apartment up to and including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/18/2022
2	02/25/2022

ASBE0040-003 05/01/2020

SULLIVAN AND ULSTER COUNTIES

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER		
Duties limited to preparation wetting; stripping; removal; scrapping; vacuuming; bagging; and disposing of all insulation materials whether they contain asbestos or not from mechanical systems.....	\$ 36.36	22.76
Insulator/asbestos worker (includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems).....	\$ 36.36	22.76

ASBE0091-002 05/31/2021

DUTCHESS AND ORANGE COUNTIES

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER		
Duties limited to preparation, wetting, stripping, removal scrapping, vacuuming, bagging and disposing of all insulation materials; whether they contain asbestos or not from mechanical systems.....	\$ 44.12	43.35
Insulator/asbestos worker (Includes application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 44.12	43.35

BOIL0005-001 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 63.38	33%+47.22+a

FOOTNOTE:

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

BRNY0005-001 06/01/2021

	Rates	Fringes
BRICKLAYER (BUILDING CONSTRUCTION)		
DUTCHESS, ORANGE (Excluding the town of Tuxedo) and ULSTER COUNTIES		
Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 43.04	34.99
ORANGE COUNTY (Town of Tuxedo)		
Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 42.59	34.50
BRICKLAYER (HEAVY CONSTRUCTION)		
DUTCHESS, ORANGE (Excluding the town of Tuxedo) and ULSTER COUNTIES		
Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 41.31	33.94
ORANGE COUNTY (Town of Tuxedo)		
Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 43.04	34.99
BRICKLAYER (HIGHWAY CONSTRUCTION)		
DUTCHESS, ORANGE (Excluding the town of Tuxedo), SULLIVAN and ULSTER COUNTIES		
Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 43.04	34.99

CARP0279-005 07/01/2021

	Rates	Fringes
Carpenters:		
BUILDING CONSTRUCTION		
Carpenters, Millwrights, Pile Drivers.....	\$ 39.04	28.38
HEAVY & HIGHWAY CONSTRUCTION		
Carpenters, Millwrights, Pile Drivers.....	\$ 39.04	28.38

CARP0740-002 07/01/2021

DUTCHESS AND ORANGE COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 45.00	40.41

CARP1556-005 07/01/2021

DUTCHESS AND ORANGE COUNTIES

	Rates	Fringes
Diver Tender.....	\$ 51.34	52.79
Diver.....	\$ 71.80	52.79
Dock Builder & Piledrivermen.....	\$ 56.93	52.79

ELEC0363-001 04/01/2021

	Rates	Fringes
ELECTRICIAN DUTCHESS (Remaining Townships), ULSTER AND SULLIVAN COUNTIES.....	\$ 43.00	3%+33.67+a
ORANGE and DUTCHESS (Townships of Fishkill, East Fishkill and Beacon) COUNTIES.....	\$ 47.00	3%+33.67+a

FOOTNOTE:

a. Paid Holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day

ELEC1249-002 05/03/2021

	Rates	Fringes
ELECTRICIAN (LINE CONSTRUCTION-LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR THE TRAFFIC SIGNAL SYSTEMS, AND TRAFFIC MONITORING SYSTEMS, ROAD WEATHER INFORMATION SYSTEMS)		
Flagman.....	\$ 28.29	7%+34.40
Groundman (Digging Machine Operator).....	\$ 42.44	7%+34.40
Groundman (Truck Driver)....	\$ 37.72	7%+34.40
Groundman Truck Driver (Tractor Trailer Unit).....	\$ 40.08	7%+34.40
Lineman and Technician.....	\$ 47.15	7%+34.40
Mechanic.....	\$ 37.72	7%+34.40

PAID HOLIDAYS:

a. Memorial Day, New Year's Day, President's Day, Good Friday, Decoration Day, 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.

ELEC1249-004 05/03/2021

	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.....	\$ 32.82	7%+34.40
Groundman digging machine operator.....	\$ 49.23	7%+34.40
Groundman truck driver (tractor trailer unit).....	\$ 46.50	7%+34.40
Groundman Truck driver.....	\$ 43.76	7%+34.40
Lineman and Technician.....	\$ 54.70	7%+35.40
Mechanic.....	\$ 43.76	7%+34.40
Substation:		
Cable Splicer.....	\$ 60.17	7%+35.40
Flagman.....	\$ 32.82	7%+34.40
Ground man truck driver....	\$ 43.76	7%+34.40
Groundman digging machine operator.....	\$ 49.23	7%+34.40
Groundman truck driver (tractor trailer unit).....	\$ 46.50	7%+34.40
Lineman & Technician.....	\$ 54.70	7%+35.40
Mechanic.....	\$ 43.76	7%+34.40
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.....	\$ 61.62	7%+35.40
Flagman.....	\$ 33.61	7%+34.40
Groundman Digging Machine Operator.....	\$ 50.42	7%+34.40
Groundman Truck Driver (tractor-trailer unit).....	\$ 47.62	7%+34.40
Groundman Truck Driver.....	\$ 44.82	7%+34.40
Lineman & Technician.....	\$ 56.02	7%+35.40
Mechanic.....	\$ 44.82	7%+34.40

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.

ELEC1249-005 05/06/2019

SULLIVAN COUNTY

	Rates	Fringes
ELECTRICIAN (LIGHTING AND TRAFFIC SIGNAL LINEMAN INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR THE TRAFFIC SIGNAL SYSTEM, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS.)		
Flagman.....	\$ 27.00	6.75%+24.15
Groundman (Digging Machine Operator).....	\$ 40.50	6.75%+24.15
Groundman (Truck Driver)....	\$ 36.00	6.75%+24.15
Groundman Truck Driver (tractor trailer unit).....	\$ 36.00	6.75%+24.15
Lineman & Technician.....	\$ 45.00	6.75%+24.15
Mechanic.....	\$ 36.00	6.75%+24.15

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.

ELEC1249-008 01/03/2021

	Rates	Fringes
ELECTRICIAN (Line Construction)		
TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer.....	\$ 34.78	3%+5.14
Groundman.....	\$ 17.50	3%+5.14
Installer Repairman-Teledata Lineman/Technician-Equipment Operator.....	\$ 33.01	3%+5.14
Tree Trimmer.....	\$ 27.36	3%+9.98

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.

ELEV0138-001 01/01/2022

Rates	Fringes
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ELEVATOR MECHANIC.....\$ 64.63 36.885+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.

ENGI0106-004 07/01/2018

NORTHERN PART OF DUTCHESS (To The Northern Boundary line of the City of Poughkeepsie)

	Rates	Fringes
Power Equipment Operator		
HEAVY & HIGHWAY		
GROUP 1.....	\$ 43.47	26.05+a
GROUP 2.....	\$ 42.56	26.05+a
GROUP 3.....	\$ 39.99	26.05+a
GROUP 4.....	\$ 47.47	26.05+a
GROUP 5.....	\$ 46.47	26.05+a
GROUP 6.....	\$ 45.47	26.05+a
GROUP 7.....	\$ 45.08	26.05+a

POWER EQUIPMENT OPERATORS HEAVY & HIGHWAY CLASSIFICATIONS

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, Gunite 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

FOOTNOTES:

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

 ENGI0106-008 07/01/2018

NORTHERN PART OF DUTCHESS (TO THE NORTHERN BOUNDARY LINE OF THE CITY OF POUGHKEEPSIE) BUILDING CONSTRUCTION

	Rates	Fringes
Power equipment operators:		
GROUP A(1).....	\$ 43.79	25.70+a
1.....	\$ 45.04	25.70+a
2.....	\$ 46.04	25.70+a
GROUP A.....	\$ 43.30	25.70+a
GROUP B.....	\$ 42.28	25.70+a
GROUP C.....	\$ 39.38	25.70+a

Hazardous work - Anytime Operating Engineers are involved with level C or above, \$2.50 per hour over regular rate.

FOOTNOTE:

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

GROUP A(1): Crane Premiums

- 1 over 150' :add \$1.00
- 2 over 200': add \$2.00

GROUP A: Shovel, All excavator (except tractor mounted rubber tired John Deere 510 or smaller), gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, Belcrete system, automated asphalt concrete plant and tractor road paver, boom truck (5 tons and under).

GROUP B: Backhoe, (tractor mounted rubber tired equivalent to John Deere 510 or less), 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, hydrohammer, concrete spreader, concrete finishing machine, one drum hoist, power hosting (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, cord and well drillers (one drum), post hole digger, model CHB Vibro-Tamp 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, welding machine, well point, mechanical heater, generators, temporary light plants, concrete pumps, electric submersible pump 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer and belcrete power pack (belcrete system), seeding, and mulching machines, pumps.

ENGI0137-001 03/06/2017

DUTCHES COUNTY (POUGHKEEPSIE AND SOUTH THEREOF)

BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1A.....	\$ 53.95	28.52+a
GROUP 1B.....	\$ 49.68	28.52+a

GROUP 2A.....	\$ 52.03	28.52+a
GROUP 3A.....	\$ 50.11	28.52+a
GROUP 3B.....	\$ 47.67	28.52+a
GROUP 4A.....	\$ 49.60	28.52+a
GROUP 4B.....	\$ 41.85	28.52+a
GROUP 5.....	\$ 45.17	28.52+a
GROUP 5A.....	\$ 56.63	28.52+a
GROUP 5B.....	\$ 42.83	28.52+a
GROUP 6.....	\$ 44.92	28.52+a

NOTES: Hazmat: 20% above regular rate
Pumping operation Premium .50

Crane Operators (100-149 ft) 2.00

Crane Operators (149 ft +) 3.00

Loader Operators (over 5 cu y) .50

Shovel Operators (over 4 cu yd) 1.00

FOOTNOTE:

a. New Years Day, Memorial Day, Independence Day, Labor Day
Thanksgiving Day, Christmas Day, plus Lincoln's Birthday,
Washington's Birthday, Good Friday, Columbus Day, November
Election Day, Veteran's Day.

POWER EQUIPMENT OPERATORS CLASSIFICATION

GROUP 1-A: Carrier- trailer horse; concret-portable hoist;
crane & hoist engineer-steel (concrete, material, super
structure sub- structure); derrick (stone-steel); elevator
& cage; hoist- single/double or triple drum; hoist-portable
mobile unit; hoist engineer-concert (crane-derrick-mine
hoist); hoist engineer- material; overhead crane; power
house plant; telephies (cableway); whirly; maintenance
engineer; Lull hiliift or similar; hydraulic crane 25 ton
and over; cherry picker 25 tons and over; backhoe Oliver
88; fordson; dynahoe; dual purpose and similar machines;
Barber Green Loader-euclid loader or similar type; conway
or similar mucking macking machines; dragline; gradall;
shovel; backhoe etc. (crawler or truck); front end loaders;
hydraulic boom; jersey spreader; lift slab console;
letournequ or tounapull (scrapers over 20 yds struck);
mucking machines; pavement breaker (air ram); paver
(concrete); road boring machine; road mix machines; ross
carrier and similar machines; post hole digger; shovel
(tunnels); side boom; spreader (asphalt);
scoopmobile-tractor-shovel over 1 1/2 yds. trenching
machines vermeer concrete saw trencher and similar; tractor
type demolition equipment; winch truck (a frame); hydraulic
crane over 10 ton up to 25 ton); cherry picker over 10 ton
up to 25 ton)

GROUP 1-B: Compressor (steel erection); pulse meter and push
button buzz box; elevator; mechanic (outside) all types;
welder; scrapers 20 yds struck and under; machine pulling
sheep's foot roller; vibratory rollers; roller 4 tons and
over.

GROUP 2-A: Compactor self-propelled; grader; bulldoze D7 and
similar tractors with a draw bar horsepower of 100 or over;
bulldozer D6 and under; welder; scraper 20 yds struck and
under; machine pulling sheep's foot roller; vibratory
rollers.

GROUP 3-A: Asphalt plant; boiler (high pressure); concrete mixing plants; concrete pump; firemen; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes); mixer concrete - 21E and over; portable asphalt plant; portable batch plant; portable crusher; quarry master; stone crusher; well drilling machine and well point system; cherry picker under 10 tons; hydraulic crane under 10 tons; concert buffy; one yard an up ride on dumper (benford or similar).

GROUP 3-B: Compressor over 125 cu. feet; conveyor belt machine regardless of size; lighting unit (portable & generator); welding machine (steel erection and excavation); and compressor plant; stud machine; ladder hoist.

GROUP 4-A: Air tractor drill; batch plant; bending machine; concrete breaker; concrete spreader; curb cutter machine; farm tractor (all types); finishing machine-concrete; hepavac clean air machine (all similar types: removal of asbestos etc.); material hopper-sand-stone-cement; mixer-concrete-under 21E; mulching grass spreader; pump-gypsum, etc., pump-plaster-grout -fireproofing; shop mechanic (not employed on job site); roller under 4 ton; spreading and fine grading machine; steel cutting machine; syphon pump-air-steam; tar joint machine; turbo jet burner or similar equipment; vibrator (1 to 5); fine grading machine; roof hoist (tugger hoist); television cameras-water- sewer-gas-etc.

GROUP 4-B: Compressor to 125 feet; dust; dust collector; heater all types; pump; pump station (water and sewer); steam jenny; sweeper; chipper; mulcher.

GROUP 5: Motorized roller (walk behind)

GROUP 5-A: Master Mechanic

GROUP 5-B: Utility Man

GROUP 6: Warehouse Man

 ENGI0137-007 03/06/2017

Poughkeepsie and South thereof

	Rates	Fringes
Power Equipment Operator (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 58.54	28.15+a
GROUP 1-A.....	\$ 51.68	28.15+a
GROUP 1-B.....	\$ 54.42	28.15+a
GROUP 2-A.....	\$ 49.52	28.15+a
GROUP 2-B.....	\$ 51.05	28.15+a
GROUP 3.....	\$ 48.67	28.15+a
GROUP 4-A.....	\$ 44.29	28.15+a
GROUP 4-B.....	\$ 38.13	28.15+a
GROUP 5.....	\$ 54.69	28.15+a
GROUP 5-A-1.....	\$ 54.69	28.15+a
GROUP 5-A-2.....	\$ 66.22	28.15+a
GROUP 5-A-3.....	\$ 63.97	28.15+a
GROUP 5-A-4.....	\$ 60.03	28.15+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Boom Truck; Cherry Picker; Clamshell; Crane, (Crawler, Truck); Dragline; Rough Terrain Crane

GROUP 1-A: Auger; Auto Grader; Dynahoe and Dual purpose and similar machines; Boat Captain; Boring Machine (all types); Bull Dozer-all sizes; Central Mix Plant Operator; Chipper-all types; Close circuit t.v.; Compactor with Blade; Concrete Portable Hoist; C.M.I. or similar; Conway or similar mucking machines; Gradall, Shovel Backhoe, etc. Grader; Derrick, (Stone- Steel; Elevator & cage, materials or passengers; Front end loaders over 1 1/2 yds.; Hoist Single, Double, Triple Drum, Hoist Portable Mobile Unit; Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist); Hoist Engineer-Material, Hydraulic Boom; Letourneau or Tournapull (Scrapers over 20 yds. struck); Log Skidder; Movable Concrete Barrier Transfer & Transport Vehicle; mucking machines; overhead crane; paver (concrete); pulsemeter; push button (buzz box) elevator; road mix machines; Robot Hammer (brock or similar), Ross carrier and similar machines; shovels (tunnels); side boom; Slip Form Machine; spreader (asphalt); scoomobile-tractor-shovel over 1 1/2 yards; trenching machines; telephies- vermeer concrete saw trencher and/or similar; tractor-type demolition equipment, Whirly

GROUP 1-B: Road Paver, Asphalt

GROUP 2-A: Ballast Regulators; Compactor self-propelled; Cow Tracks; Fusion Machine; Rail Anchor Machines; Roller 4 ton and over; Scrapers - 20 yards struck; Switch Tampers; Vibratory roller, etc.

GROUP 2-B: Mechanic (outside) all types

GROUP 3-A: Air tractor drill; asphalt plant; batch plant; boiler (high pressure; concrete breaker; concrete pump concrete spreader; curb cutter machine; farm tractor (all types); finishing machine (concrete); fine grading machine; fireman; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes), maintenance engineer; machine pulling sheeps foot roller; material hopper; mixer concrete - 21-E and over; mulching grass spreader; portable asphalt plant, portable batch plant, portable crusher; powerhouse plant; quarry master; roller under 4 ton; spreading and fine grading machine; steel cutting machine; stone crusher; sweeper; turbojet burner or similar; well drilling machine ; winch truck ""A"" frame. John Henry Drill or similar.

GROUP 4-A: Service men (fuel or grease truck).

GROUP 4-B: Oiler; Compressor - compressor plant; paint compressor-steel erection; conveyor belt machine; lighting unit (portable & generator); oiler; pumps - pump station-water-sewer- gypsum- plaster, etc.; roller-motorized (walk-behind); welding machine (steel erection excavation); well point system; bending machine; dust collector; mixer - concrete under 21-E; heater all types; steam jenny; syphon pump-air-steam; tar joint machine; vibrator (1 to 5); Compressor Truck Mounted (2-6)

GROUP 5: Oiler

GROUP 5-A-1: Master Mechanic

GROUP 5-A-2: Engineer - all tower cranes, all climbing cranes and all cranes of 100 ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged (except for pile rigs).

GROUP 5-A-3: Engineer-- Pile Driver

GROUP 5-A-4: Hoist Engineer- Steel -Sub Structure

GROUP 5-A-5: Jersey-spreader, pavement breaker (air ram);
Post Hole Digger

NOTES:

Loader Operator (over 5 cu yds) .50

Shovel Operators (over 4 cu yd) 1.00

Hazmat premium over regular rate 20%

CRANES:

100 ft- 149 ft: receive \$2.00 more than Group 1 rate

149 ft and over receive \$3.00 more than Group 1 rate

FOOTNOTE:

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

ENGI0825-007 01/01/2018

ORANGE, ULSTER AND SULLIVAN COUNTIES

	Rates	Fringes
Power Equipment Operator		
BUILDING, HEAVY & HIGHWAY		
GROUP 1.....	\$ 50.57	30.30
GROUP 2.....	\$ 48.98	30.30
GROUP 3.....	\$ 47.07	30.30
GROUP 4.....	\$ 45.44	30.30
GROUP 5.....	\$ 43.73	30.30
GROUP 6.....	\$ 52.39	30.30

NOTES:

Hazmat Premium 20%

Hydrographic Premium .50

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (BLDG, HEAVY & HWY)

GROUP 1: Autograde-Pavement-Profiler (CMI and Similar Type);
utograde-Pavement-Profiler (CMI and Similar
Types);Autograde Slipform Paver (CMI and Similar Types);
Backhoe; Central Power Plants (all types); Concrete Paving
Machine (s-240 and Similar Types); Cranes (All Types,
Including Overhead and Straddle Traveling Type); Cranes,
Gantry; Derricks (Land, Floating or Chicago Boom Type);
Drillmaster/Quartmaster (Down the Hole Drill) Rotary Drill;
Self-Propelled, Hydraulic Drill, Self-Powered Drill
Draglines, Elevator Graders, Front End Loaders (5 yds. and
over), Gradalls, Grader: Rago, Helicopters (Copilot),

Helicopters, (Communication Engineer), Locomotive (large), Mucking Machines, Pavement and Concrete Breaker (Superhammer, Hoe Ram, Brokk 250 and Similar Types), Pile Driver (length of boom including length of leads shall determine premium rate applicable), Roadway Surface Grinder Scooper (loader and shovel), Shovels, Tree Chopper with Boom, Trench Machines, Tunnel Boring Machines.

GROUP 2: "'A"' Frame; Backhoe (Combination); Boom Attachment on Loaders (Rate based on size of bucket) not applicable to Pipehook) Boring and Drilling Machines, Brush Chopper, Shredder and Tree Shredder Tree Shearer, Cableways, Carry-alls, Concrete Pump, Concrete Pumping System, Pumpcrete and Similar Types, Conveyors, 125 ft and over; Drill Doctor (duties include dust collector, maintenance), Front End Loader (22 yds. but less than 2 yds.), Graders (Finish); Groove Cutting Machine (ride on type), Heater Planer; Hoists: (all type hoists, Shall Also Include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft, Caisson, Snorkel Roof, and or any other similar type Hoisting Machines, Portable or Stationary, Except Chicago Boom Type). Long Boom Rate to Be Applied if Hoist is "'outside material lower hoist"; Hydraulic Cranes-10tons and Under; Hydro-Axe; Hydro-Blaster; Jacket (Screw Air Hydraulic Power Operated Unit or Console Type: Not Hand Jack or Pile Load Test Type), Log Skidder; Pans, Pavers (all) Concrete; Plate and Frame Filter Press; Pumpcrete Machines; Squeeze Crete and Concrete Pumping (regardless of size); Scrapers; Sidebooms; Straddle Carrier, Ross and Similar Types; Vacuum Truck; Whip Hammer; Winch Trucks (Hoisting).

GROUP 3: Asphalt Curbing Machine, Asphalt Plant Engineer, Asphalt Spreader; Autograde Tube Finisher & Texturing Machine (CMI and Similar types) Autograde Curecrete Machine (CMI and Similar Types); Bar Bending Machines (power), Batchers, Batching Plant and Crusher on-site; Belt Conveyor Systems; Boom Type Skimmer Machines; Bridge Deck Finisher; Bulldozers (all); Car Dumpers (A:road); Chief of Party; Compressor and Blower Type Units (used) Independently or Mounted On Dual Purpose Trucks, On Job Site or In Conduction with Job Site, In Loading and Unloading of Concrete, Cement, Fly Ash, Instantcrete, or Similar Type Materials); Compressor 92 or 3 in Battery); Concrete Finishing Machines; Concrete Saws and Cutters (ride on type); Concrete Spreaders, Hetzel, Rexomatic and Similar types; Concrete Vibrators; Conveyors, Under 125 ft), Crushing Machines, Ditching Machine, Small (ditchwitch, Vermeer or Similar type); Dope Dots (mechanical with or without pump), dumpsters; Elevator; Fireman; Forklifts (economobile, lull, and similar types of equipment); Front End Loaders (1 yd. and over but less than 2 yds.); Generators (2 or 3 in Battery/ within 100 ft); Giraffe Grinders, Graders and Motor Patrols; Grout Pump; Gunnite Machines (excluding nozzle); Hammer Vibratory (in conduction with generators); Hoists (Roof, Tuggeraerial Platfrom Hoist and House Cars), Hoppers, Hoppers Doors (power operated); Hydro-Blaster (where required); Ladders (Motorized); Laddervator; Locomotive, Dinky type; Maintenance, Utility Man; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols and Graders; Pavement Breakers, Small, Self-Propelled ride on type (also maintains compressor or hydraulic unit); Pavement Breaker, Truck Mounted; Pipe Bending Machine (power); Pitch Pump; Plaster Pump (regardless of size); Post Hole Digger (post

pounder and auger); Rod Bending Machines (power); Roller, Black Top; Scales, (power); Seaman Pulverizing Mixer; Shoulder Widener; Silos; Skimmer Machines (Boom Type); Steel Cutting Machine, Services and Maintains; Tamrock Drill; Tractors; Tug Captain; Vibrating Plants (used in conduction with unloading); welder and Repair Machines. Concrete cleaning/decontamination machine operator; Directional boring machine; Heavy equipment robotics operator; Master environmental maintenance operator; Ultra high pressure waterjet cutting tool system operator; maintenance operator; Vacuum blasting machine operator

GROUP 4: Brooms and Sweepers; Chippers; Compressors (single); Concrete Spreaders (small type); Conveyor Loaders (not including Elevator Graders); Engines, Large Diesel (1620 h.p.) and Staging Pump; Farm Tractors; Fertilizing Equipment (Operator and Maintenance of); Fine Grade Machine (small type); Form Line Graders (small type); Front End Loader (under 1 yd); Generator (single); Grease, Gas, Fuel and Oil Supply Trucks; Heaters (Nelson or Other Type Including Propane, Natural Gas or Flowtype Units); Lights, Portable Generating Light Plants; Mixers, Concrete Small; Mulching Equipment (Operation and Maintenance of); Pumps (2 of Less Than 4 Inch Suction); Pumps 94 Inch Suction and Over Including Submersible Pumps); Pumps (Diesel Engine and Hydraulic); Immaterial of Power; Road Finishing Machines (Small Type); Rollers, Grade, Full Or Stone Base; Seeding Equipment (Operation and maintence of); Sprinkler and Water Pump Trucks (Used on job Site or in conduction with Job Site); Steam Jennies and Boilers, Irrespective of Use; Stone Spreader; Tamping Machines, Vibrating Ride On; Temporary Heating Plant (nelson or Other Type, Including Propane, Natural Gas or Flow Type Units); Water and Sprinkler Trucks (Used On Job Site In Conduction with Job Site); Welding Machines-Within 100 ft (Gas, and /or Electric Converters of any type, single, tow or three in a battery). welding system, multiple (rectifier transformer type) well point systems (including installation by bull gang and maintenance of); Off Road back dumps.

GROUP 5: Oiler

GROUP 6: Helicopter Pilot

a. PAID HOLIDAYS: New Years Day, Washington's Birthday Memorial Day, July 4th, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day during the calendar week in which the holiday occurs.

 ENGI0825-008 01/01/2018

ORANGE, ULSTER AND SULLIVAN COUNTIES

	Rates	Fringes
Power equipment operators:		
BUILDING CONSTRUCTION		
STEEL ERECTION		
GROUP 1.....	\$ 59.09	30.30
GROUP 2.....	\$ 57.43	30.30
GROUP 3.....	\$ 50.14	30.30
GROUP 4.....	\$ 47.48	30.30

GROUP 5.....	\$ 45.95	30.30
GROUP 6.....	\$ 44.19	30.30
GROUP 7.....	\$ 53.70	30.30
BUILDING CONSTRUCTION TANK ERECTION		
GROUP 1.....	\$ 58.81	30.30
GROUP 2.....	\$ 57.22	30.30
GROUP 3.....	\$ 53.70	30.30
GROUP 4.....	\$ 50.13	30.30
GROUP 5.....	\$ 44.92	30.30
OILSTATIC MAINLINES AND TRANSPORTATION PIPE LINES		
GROUP 1.....	\$ 51.20	30.30
GROUP 2.....	\$ 49.55	30.30
GROUP 3.....	\$ 47.41	30.30
GROUP 4.....	\$ 45.91	30.30
GROUP 5.....	\$ 44.19	30.30
GROUP 6.....	\$ 53.13	30.30

NOTES:

Hydrographic Premium	50
Hazmat Premium	20%
Tunnel Premium	.75

STEEL ERECTION CLASSIFICATIONS

GROUP 1: Cranes (All Cranes, Land or Floating with Booms Including Jib 140 ft and over, Above Ground); Derricks, Land, Floating or Chicago Boom Type with Booms including Jib 140 ft and over above ground).

GROUP 2: Cranes (All Cranes, Land or Floating with Booms Including Jib Less Than 140 ft Above Ground); Derricks, Land, Floating or Chicago Boom Type with Booms Including Jib Less Than 140 ft above Ground).

GROUP 3: ""A"" Frame, Cherry Pickers 10 tons and under, Hoists Shall Also Include Steam, Gas, Desel, Electric, Air Hydraulic, Single and Double Drum Concrete, Brick Shaft Caisson, or Any Other Similar Type Hoisting Machines, Portable or Stationary, Except Chicago Boom Type; Jacks: Screw Air Hydraulic Power Operated unit or Console Type (not hand Jack or Pile Load Test Type); Side Booms.

GROUP 4: Aerial Platform used as Hoist; Compressor: 2 or 3 in Battery; Elevators or House Cars; Conveyors and Tugger Hosits; Chief of Party; Firemanp; Forklift; Generators (2 or 3); Maintenance (Utility Man); Rod Bending Machine (power); Welding Machines (Gas or Electric, 2 or 3 in Battery, Including Diesels); Captain: Power Boats: Tug Master: Power Boats.

GROUP 5: Compressor, Single; Welding Machine, Single, Gas, Diesel, and Electric Converters of any Type: Welding System Multiple (Rectifier Transformer Type); Generator, Single.

GROUP 6: Oiler

GROUP 7: Helicopter Pilot .

FOOTNOTE: a. PAID HOLIDAYS: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the calendar week during which the holiday occurs.

For BUILDING CONSTRUCTION TANK ERECTION CLASSIFICATIONS

NOTES: Tunnel Premium	.75
Hazmat Premium	20%
Hydrographic Premium	.50

TANK ERECTION CLASSIFICATIONS

GROUP 1: Operating Engineers on all Cranes, Derricks, ets with Booms Including Jib 140 ft or More Above Ground.

GROUP 2: Operating Engineer on all Equipment, Including Cranes, Derricks, ets with Booms Including Jib, Less Than 140 ft above the ground.

GROUP 3: Helicopter Pilot Engineer.

GROUP 4: Air Compressors, Welding Machines and Generators are Covered and are Defined as Cover: Gas, Diesel, or Electric Driven Equipment and Sources of Power from a Permanent Plant: ie: Staem, Congressed Air, Hydraulic or Other Power, For The Operating of any Machine or Automatic Tools, Used In The Erection, Alteration, Repair and Dismantling of Tanks and Any and All ""Dual Purpose"" Trucks Used On The Construction Job Site, or in the Loading and Unloading of Materials, at the Construction Job Sited or in Conjunction with the Job Site.

GROUP 5: Oiler

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day provided the Employee works one day in the calendar week during which the holiday occurs

For OILOSTATIC MAINLINES AND TRANSPORTATION PIPE LINE CLASSIFICATIONS

NOTES:	
Hydrographic Premium	.50
Hazmat Premium	20%
Tunnel Premium	.75

OILSTATIC MAINLINES AND TRANSPORTATION PIPE LINES CLASSIFICATIONS

GROUP 1: Backhoe; Cranes (all types); Draglines, Front End Loaders (5yds. and over), Gradalls, Helicopters (co-pilot), Helicopters (Communication Engineer); Scooper (Loader and Shovel) Koehring; Trench Machines.

GROUP 2: ""A"" Frame; Backhoe (Combination Hoe Loader); Boring and Drilling Machines; Ditching Machines, Small, Ditchwitch, Vermeer or Similar type; Forklifts; Front End Loaders 92 yds. and over but less than 5 yds.); Graders, Finish (fine); Hydraulic Cranes 10 tons and under (over 10 tons) Cranes Rate Applies); Side Booms: Winch Trucks

(Hoisting).

GROUP 3: Backfiller; Brooms and Sweepers; Bulldozers; Compressor (2 or 3 in battery); Chief of Party; Front End Loaders (under 2 yds); Generators; Giraffe Grinders; Graders and Motor Patrols; Machnic; Pipe Bending Machine (power); Tractors; Water and Sprinkler Trucks used on Job Site or in Conduction with Job Site); Welder and Repair Mechanic; Captain (power boats); Tug Master (power boats).

GROUP 4: Compressor (single); Dope Pots (Mechanical with or without Pump); Dust Collectors; Pumps (4 inch suction and over); Pumps (2 of less than 4 inche suction); Pumps, Diesel Engine and Hydraulic (immaterial of power); Welding Machines, Gas or Electric Converters of any type- 2 or 3 in Battery Mulptle Welders; Well Point Systems (including installation and Maintenance); Fram Tractors.

GROUP 5: Oiler, grease, gas, fuel and oil supply trucks; Tire repair and maintenance

GROUP 6: Helicopter Pilot

FOOTNOTE:

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

IRON0417-001 07/01/2021

	Rates	Fringes
IRONWORKER.....	\$ 41.08	48.25+a

a) Paid Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving (unpaid), Christmas Day.

* LAB00017-002 06/01/2019

	Rates	Fringes
LABORER		
DUTCHESS COUNTY (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work): (BUILDING CONSTRUCTION)		
GROUP 1.....	\$ 35.95	27.15
GROUP 2.....	\$ 37.75	27.15
DUTCHESS COUNTY (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work): (HEAVY & HIGHWAY:)		
GROUP 2.....	\$ 37.90	27.15+a
GROUP 3.....	\$ 42.15	27.15+a
ORANGE AND ULSTER COUNTIES		

(BUILDING CONSTRUCTION:)		
GROUP 1.....	\$ 35.95	27.15
GROUP 2.....	\$ 37.75	27.15
GROUP 3.....	\$ 40.50	27.15
ORANGE, ULSTER, AND SULLIVAN COUNTIES (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 33.15	27.15+a
GROUP 2.....	\$ 37.90	27.15+a
GROUP 3.....	\$ 42.15	27.15+a
GROUP 4.....	\$ 46.75	27.15+a
TUNNEL, SHAFT & CAISSON WORK		
GROUP 1.....	\$ 48.05	29.50+a

LABORERS BUILDING CLASSIFICATIONS

GROUP 1: Custodial work, flag person, portable generator tender, portable pump tender, pitman and dumpman, firewatch, temporary heat tender, temporary light tender, traffic control, tool room tender; Artificial turf, air chipping hammer acoustic pump and mixer, carpenter tender, concrete, concrete curb and sidewalk form setter, concrete form stripping, concrete sealing, concrete curing, concrete finisher, concrete vibrator, compressor, clean up after trades, dismantling demolition, excavation, fireproofing, foundation and building piping, pump and mixer, gunite, general clean up, grade checker, grading and backfilling, hoists, hod carrier, landscaping, mason tender, multi building trades tender, jackhammer, pavement breaker, poured gypsum roof work, power tampers, power walk behind roller, pressure blasting, power mixer, scaffolding, snow removal, signal person, sandblasting, styrofoam and similar installation, radio control equipment including but not limited to radio control tampers and rollers, radio control excavator, all erecting and dismantling of scaffold for masonry regardless of height, walking and riding power buggies, temporary weather protection, wrecking, waterproofing, stone and tile tenders, radio controlled hammers and breakers, unloading of trucks, air track, assembling and placing gabion baskets, asphalt, blaster, bob cat type machine for demo and clean up, chain link fence, chain saw, chipping hammer, concrete conveyor belt, saw, core drill, corrugated pipe, construction specialist, cleaning machine, concrete form setter, conduit layer, cutting torch, discharge pipe, drill chuck tender, duct bank layer, explosive handler, hydraulic splitter, granite or stone curbing, handler, joy and jib drill, Ingersoll Rand heavy duty crawler master type HCMZ drill machines or equivalent, laser level, nonmetallic pipe layer, metallic pipe layer, LeRoi hydraulic drill or similar, mega mixer, power fork lift, prestressed and precast concrete, power brush cutter, pump crete machine, retaining walls, rip rap, retention and toxic and hazardous waste liners, setting of block, setting of block, setting of brick, setting of stone, sound barriers, transit under laborers jurisdiction, tow behind concrete or grout pump, traffic and pedestrian stripping, surface planner, manufactured curb, walk behind durface planner, wagon drill, welding; * asbestos abatement work, lead abatement work, toxic and hazardous waste related work; when protective equipment and clothing are not required.

GROUP 2: Forklift for masonry purposes

GROUP 3: Asbestos Abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

BUILDING CLASSIFICATIONS

GROUP 1: Asbestos abatement work, lead abatement work, toxic and hazardous waste related work; when protective equipment and clothing are not required.

GROUP 2: Asbestos abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

LABORERS HEAVY AND HIGHWAY CLASSIFICATIONS

GROUP 1: Flagperson, gateperson

GROUP 2: General laborers, chuck tender, handling and distributing drinking water, distributing all tools and supplies of laborers, nipper, powder carrier, magazine tender, warehouse laborers, concrete man, vibrator man, mason tender, mortar man, spraying, brushing and covering of concrete for curing and preservative purposes, traffic striping, scaffold builder, concrete curb and sidewalk form setter; 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, retaining 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, lase men. Ground man on milling machine.

GROUP 3: Ingersoll Rand eavy 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.

HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement; when protective equipment and clothing are not required.

GROUP 2: Asbestos toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required.

FOOTNOTE:

PAID HOLIDAYS: New Years Day, Presidents's Day, Memorial Day, Independence Day, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day

TUNNEL, SHAFT & CASSION CLASSIFICATIONS

GROUP 1: Laborer, Pit and Dumpman, Chuck Tender, Brakeman and Powder; Miner and all mavhine men, Safety Miner, all shaft work, casson work, drilling, blow pipe, all air tools, tugger scaling, nipper gunniting srom pot to nozzle, bit grinder, singal man (top and bottom), shift steward, concrete man, shield driven tunnel, mixed face and soft ground liner plate tunnel in free air.

LAB00235-003 05/01/2016

DUTCHESS COUNTY

	Rates	Fringes
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Laborers:

BUILDING CONSTRUCTION

GROUP 1.....	\$ 33.30	26.25
GROUP 2.....	\$ 33.30	26.25
GROUP 3.....	\$ 33.30	26.25

LABORERS CLASSIFICATIONS (BUILDING)

GROUP 1: Mason tenders, carpenter tenders, laborer stripping and cleaning forms, laborer grading and digging ditches, sweepers, cleaners.

GROUP 2: Hod carriers, plasterers' tenders, scaffold builders (padlock and self-supporting scaffold 14 ft. or under all runways, mortar mixers) machine and hand, concrete mixers by machine under 21e, vibrators, form setters, asphalt rakers, handling reinforcement rods,

drillers, jackhammer, operator, signalman, gunniting, motorbugs, water pump 2" or under barco machine, wreckers, paving breakers, power saw operators, other machine operators.

GROUP 3: Blasters, Laser beam operator.

LAB00235-005 05/01/2018

DUTCHESS COUNTY

	Rates	Fringes
Laborers:		
HEAVY & HIGHWAY		
GROUP 1.....	\$ 24.40	29.75+a
GROUP 2.....	\$ 28.16	29.75+a
GROUP 3.....	\$ 29.16	29.75+a

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Flagperson, placing and maintenance of all flares, cones, light, signs, barricades, traffic control, custodial work, traffic directors, temporary heat or light tenders, tool rooms.

GROUP 2: General Laborers, Dumpman, Pitman, Concrete Man, Signal Man, Pipelayer, Rip Rap, Dry Stone Layer, Jackhammer, Powderman, Highscalers, Power Buggy Operator, Steel Rod Carrier, Vibratory Operator, Other Machine Operator, Wrecking, Vibrator Operator-Compactor, Guniting and Sand Blasting, Water Pump 2" or under, Nipper, Chucker, Asphalt Workers.

GROUP 3: Asphalt Raker, Asphalt Screeman, Drillers (all), Laser Beam Operator, Form Setter/Aligners, Blasters.

FOOTNOTE:

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

PAIN0009-004 05/01/2020

DUTCHESS, ORANGE, SULLIVAN and ULSTER COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 46.55	44.77

PAIN0155-003 05/01/2018

	Rates	Fringes
Painters:		
Drywall Finishers.....	\$ 32.99	22.76
Lead Abatement Work.....	\$ 32.99	22.76
Painter/Paperhanger.....	\$ 32.99	22.76
Spray Rate.....	\$ 33.99	22.76

PAIN0806-008 10/01/2021

DUTCHESS, ORANGE, SULLIVAN AND ULSTER COUNTIES

	Rates	Fringes
PAINTER		
Structural steel and Bridge.	\$ 53.00	51.23

PLUM0021-005 05/01/2021

ZONE 2

DUTCHESS COUNTY AND THE REMAINDER OF ULSTER COUNTY

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 53.63	40.23

PLUM0373-002 05/01/2021

ORANGE COUNTY Towns of Lakeville, Four Corners, Sterling Forest, Tuxedo Park, Southfields, Arden, Newburgh Junction, Greenwood Lake, Monroe, Harriman, Woodbury Falls, Woodbury, Woodbury Station, Central Valley, and the Palisades Interstate Park and Bear Mountain Park

	Rates	Fringes
Plumber; Steamfitter.....	\$ 48.82	40.07
REFRIGERATION MECHANIC.....	\$ 23.04	11.88

PLUM0373-003 05/01/2021

SULLIVAN COUNTY (Townships of Lumberland, Forestburgh, Highland, Tusten, Mamakating, Fallsburgh, Thompson, Bethel, Cohecton, Delaware, Freemont, Callicoon, Liberty, Monticello, Neversink and Rockland); ORANGE COUNTY (Remaining Townships) and ULSTER COUNTY (Towns of Shawangurk, Wawarsing, Plattekill, Marlboro and Ellenville up to Napanoch Prison)

	Rates	Fringes
Plumber; Steamfitter.....	\$ 48.82	40.07

ROOF0008-002 07/01/2021

	Rates	Fringes
ROOFER.....	\$ 45.25	35.62

SFNY0669-002 01/01/2022

	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.19	28.63

SHEE0038-001 07/01/2021

	Rates	Fringes
Sheet metal worker.....	\$ 47.52	44.20

TEAM0445-001 05/01/2019

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 33.25	35.55+a
GROUP 1A.....	\$ 34.39	35.55+a
GROUP 2.....	\$ 32.69	35.55+a
GROUP 3.....	\$ 32.47	35.55+a
GROUP 4.....	\$ 32.36	35.55+a
GROUP 5.....	\$ 32.24	35.55+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Labor Day, President's Day, Presidential Election Day, Veterans Day, Decoration Day, Independence Day, Thanksgiving Day and Christmas Day provided the employee works two days in any calendar week during which the holidays occurs.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Drivers on Letourneau tractors, double barrel euclids, Athey wagons and similar equipment (except when hooked to scrapers), I-beam and pole trailers, drivers of road oil distributors, tire trucks and tractors and trailers with 5 axles and over, Articulated Back Dumps and Articulated Water Trucks.

GROUP 1A: Drivers on detachable Gooseneck Low bed Trailers rated over 35 tons.

GROUP 2: Drivers on all equipment 25 yards and over, up to and including 30 yard bodies and cable dump trailers and powder and dynamite trucks.

GROUP 3: Drivers on all equipment up to and including 24 yard bodies, mixer trucks, dump crete trucks and similar types of equipment, fuel trucks, batch trucks and all other tractor trailers.

GROUP 4: Drivers on tri axles, ten-wheelers, grease trucks and tillermen.

GROUP 5: Drivers on pick-up trucks used for materials & parts, drivers on escort man over-the-road and drivers on straight trucks.

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>.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISIO"



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Village of Highland Falls

Todd Atkinson, Professional Engineer
J. Robert Folchetti & Assoc
31 Sodom Road
Brewster NY 10509

Schedule Year 2021 through 2022
Date Requested 01/26/2022
PRC# 2022000845

Location VHF Senior Center
Project ID# 2021-0986
Project Type Replace ceiling, ductwork, kitchen cabinets, lighting, handicap access

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2021 through June 2022. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the ["Request for a dispensation to work overtime" form \(PW30\)](#) and ["4 Day / 10 Hour Work Schedule" form \(PW 30.1\)](#).

Wages and Supplements

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

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

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

Payrolls and Payroll Records

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

or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Village of Highland Falls

Todd Atkinson, Professional Engineer
J. Robert Folchetti & Assoc
31 Sodom Road
Brewster NY 10509

Schedule Year 2021 through 2022
Date Requested 01/26/2022
PRC# 2022000845

Location VHF Senior Center
Project ID# 2021-0986
Project Type Replace ceiling, ductwork, kitchen cabinets, lighting, handicap access

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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

Social Security Numbers on Certified Payrolls:

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

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

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

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov. <https://labor.ny.gov/formsdocs/ui/IA999.pdf>

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

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

Effective June 23, 2020

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

(12.20)

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12240

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



Required Notice under Article 25-B of the Labor Law

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

The law says that you are an employee unless:

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

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

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

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

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

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

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

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

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

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

Employer Name:

IA 999 (09/16)

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at:
www.labor.ny.gov

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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5156		

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

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record or other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

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

Paid Holidays

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

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Apprentice Training Ratios

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

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

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

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

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

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

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Orange County General Construction

Boilermaker

01/01/2022

JOB DESCRIPTION Boilermaker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per Hour: 07/01/2021

Boilermaker \$ 63.38

Repairs & Renovations 63.38

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

Boilermaker 32% of hourly

Repair \$ Renovations Wage Paid

+ \$ 25.38

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

Repairs & Renovation see (B,E,Q)

HOLIDAY

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 12, 15, 16, 22, 23, 24, 25) on HOLIDAY PAGE

NOTE: *Employee must work in pay week to receive Holiday Pay.

**Employee gets 4 times the hourly wage rate for working Labor Day.

REGISTERED APPRENTICES

Wage per hour:

(1/2) Year Terms at the following percentage of Boilermaker's Wage

1st	2nd	3rd	4th	5th	6th	7th
65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits Per Hour:

07/01/2021

Apprentice(s) 32% of Hourly
Wage Paid Plus
Amount Below

1st Term \$ 19.41

2nd Term 20.26

3rd Term 21.11

4th Term 21.96

5th Term 22.82

6th Term 23.68

7th Term 24.52

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

Carpenter

01/01/2022

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange

WAGES

Per hour: 07/01/2021

Building:
Millwright \$ 45.00

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 40.95

OVERTIME PAY

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

HOLIDAY

HOLIDAY:

Paid: See (18,19) on HOLIDAY PAGE.

Paid: See (5,6,11,13,16,18,19,25) for 1st & 2nd yr.Apprentices

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st	2nd	3rd	4th
\$25.56	\$29.89	\$34.22	\$42.88

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$25.74	\$28.32	\$31.18	\$35.41

8-740.2

Carpenter

01/01/2022

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Orange: : The territory west demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle. The territory south demarcated by a line continuing north on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W to the centerline of Route 32, The territories south and east heading north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

Per hour: 07/01/2021

Carpet/Resilient

Floor Coverer \$ 34.15

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 30.90

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Paid for 1st & 2nd yr.

Apprentices: See (5, 6, 11, 13, 16, 18, 19, 25)

Overtime: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

1st	2nd	3rd	4th
\$15.00	\$18.12	\$22.80	\$27.48

Supplemental Benefits per hour - All apprentice terms:

\$ 22.57

8-2287D&O

Carpenter

01/01/2022

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour: 07/01/2021

Marine Construction:

Marine Diver \$ 71.80
Marine Tender 51.34

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 53.33

OVERTIME PAY

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

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 11, 13, 16, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

1st year \$ 23.37
2nd year 28.97
3rd year 37.35
4th year 45.74

Supplemental Benefits

Per Hour:

All terms \$ 35.33

8-1456MC

Carpenter

01/01/2022

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

PARTIAL COUNTIES

Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, Tompkins Corner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour: 07/01/2021 10/18/2021

Core Drilling:
Driller \$ 41.74 \$ 42.27

Driller Helper 32.92 33.47

Note: Hazardous Waste Pay Differential:

For Level C, an additional 10% above wage rate per hour

For Level B, an additional 10% above wage rate per hour

For Level A, an additional 10% above wage rate per hour

Note: When required to work on water: an additional \$ 0.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Driller and Helper \$ 29.40 \$ 30.60

OVERTIME PAY

OVERTIME: See (B,E,K*,P,R**) on OVERTIME PAGE.

HOLIDAY

Paid: See (5,6) on HOLIDAY PAGE.
Overtime: * See (5,6) on HOLIDAY PAGE.
** See (8,10,11,13) on HOLIDAY PAGE.

8-1536-CoreDriller

Carpenter - Building / Heavy&Highway

01/01/2022

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing west to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

Wages per hour: 07/01/2021

Carpenter - ONLY for
Artificial Turf/Synthetic
Sport Surface \$ 32.08

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 24.20

OVERTIME PAY

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

HOLIDAY

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

Notes:

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

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour:

1st year term	\$ 12.15
2nd year term	12.15
3rd year term	14.80
4th year term	14.80

2-42AtSS

Carpenter - Building / Heavy&Highway

01/01/2022

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Columbia, Dutchess, Orange, Sullivan, Ulster

WAGES

WAGES:(per hour)
BUILDING/HEAVY&HIGHWAY/TUNNEL 07/01/2021

Carpenter, Dockbuilder, \$ 34.26

Piledriver, Dive Tender, and Diver (Dry)	+4.78*
Diver (Wet)	\$ 50.00 +4.78*

*For all hours paid straight or premium.

SHIFT DIFFERENTIAL: When mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen percent (15%) of wage plus applicable benefits.

NOTE: Carpenters employed in the removal or abatement of asbestos or any toxic or hazardous material or required to work near asbestos or any toxic or hazardous material and required to wear protective equipment shall receive two (2) hours extra pay per day, plus applicable benefits.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 28.81
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OVERTIME PAY

BUILDING:

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

HEAVY&HIGHWAY/TUNNEL:

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

*R applies to Heavy&Highway/Tunnel Overtime Holiday Code 25 with benefits at straight time rate.

**T applies to Heavy&Highway/Tunnel Overtime Holiday Codes 5 & 6 with benefits at straight time rate.

HOLIDAY

BUILDING:

Paid: See (1) on HOLIDAY PAGE.

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE.

Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:

Paid: See (5, 6, 25) on HOLIDAY PAGE including benefits.

Overtime: See (5, 6, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

1 Year terms at the following wage rates.

Indentured before July 1 2016

1st	2nd	3rd	4th
\$ 17.13	\$ 20.56	\$ 23.98	\$ 27.41
+2.57*	+2.57*	+2.57*	+2.57*

Indentured after July 1 2016

1st	2nd	3rd	4th	5th
\$ 17.13	\$20.56	\$22.27	\$23.98	\$27.41
+2.57*	+2.57*	+2.57*	+2.57*	+2.57*

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All terms	\$ 16.33
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11-279.2B/H&H

Carpenter - Floor Coverer

01/01/2022

JOB DESCRIPTION Carpenter - Floor Coverer

DISTRICT 11

ENTIRE COUNTIES

Columbia, Sullivan, Ulster

PARTIAL COUNTIES

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing west to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

WAGES:(per hour)

07/01/2021

Carpet/Resilient Floor Coverer \$ 34.26
+4.78*

* For all hours paid straight or premium

SHIFT DIFFERENTIAL: When mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen (15) percent of wage plus applicable benefits.

NOTE: Carpenters employed in the removal or abatement of asbestos or any toxic or hazardous material or required to work near asbestos or any toxic or hazardous materials and required to wear protective equipment shall receive two (2) hours extra pay per day, plus applicable benefits.

SUPPLEMENTAL BENEFITS

Per hour:

Journey worker \$ 28.81

OVERTIME PAY

BUILDING:

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

HEAVY/HIGHWAY:

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

*R applies to Heavy/Highway Overtime Holiday Code 25 with benefits at straight time rate.

**T applies to Heavy/Highway Overtime Holiday Codes 5 & 6 with benefits at straight time rate.

HOLIDAY

BUILDING:

Paid: See (1) on HOLIDAY PAGE.

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE.

Holidays that fall on Sunday will be observed Monday.

HEAVY/HIGHWAY:

Paid: See (5, 6, 25) on HOLIDAY PAGE including benefits.

Overtime: See (5, 6, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

1 Year terms at the following wage rates.

Indentured before July 1 2016

1st	2nd	3rd	4th
\$ 17.13	\$ 20.56	\$ 23.98	\$ 27.41
+2.57*	+2.57*	+2.57*	+2.57*

Indentured after July 1 2016

1st	2nd	3rd	4th	5th
\$ 17.13	\$ 20.56	\$ 22.27	\$ 23.98	\$ 27.41
+2.57*	+2.57*	+2.57*	+2.57*	+2.57*

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All terms \$ 16.33

11-279.2Floor

Electrician

01/01/2022

JOB DESCRIPTION Electrician

DISTRICT 11

ENTIRE COUNTIES

Orange, Putnam, Rockland

PARTIAL COUNTIES

Dutchess: Towns of Fishkill, East Fishkill, and Beacon.

WAGES

Per hour:

	07/01/2021
Electrician Wireman/Technician	\$ 47.00
	+8.50*

SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply:

Shift worked between 4:30pm & 12:30am	\$ 55.15
	+8.50*
Shift worked between 12:30am & 8:30am	\$ 61.77
	+8.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (subject to overtime premiums):

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, gas masks or in shafts or tunnels, they shall receive an additional \$2.00 per hour above the regular straight time rate.

- Journeyman Wireman when performing welding or cable splicing: \$2.00 above the Journeyman Wireman rate of pay.

- Journeyman Wireman required to have a NYS Asbestos Certificate: \$2.00 above the Journeyman Wireman rate of pay.

- Journeyman Wireman required to have a CDL: \$2.00 above the Journeyman Wireman rate of pay.

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2021
Journeyman	\$ 26.19 plus
	3% of straight
	or premium wage

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

REGISTERED APPRENTICES

WAGES:

(1)year terms at the following rates

07/01/2021	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 13.50	\$ 18.00	\$ 22.50	\$ 27.00	\$ 31.50	\$ 33.75
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	15.84	21.12	26.40	31.68	36.96	39.61
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	17.75	23.66	29.58	35.49	41.41	44.35
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

SUPPLEMENTAL BENEFITS per hour:

07/01/2021	
1st term	\$ 15.31 plus 3% of straight or premium wage
2nd term	\$ 15.81 plus 3% of straight or premium wage
3rd term	\$ 17.31 plus 3% of straight or premium wage
4th term	\$ 18.31 plus 3% of straight or premium wage
5th term	\$ 19.81 plus 3% of straight or premium wage
6th term	\$ 19.81 plus 3% of straight or premium wage

11-363/1

Elevator Constructor

01/01/2022

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford

Rockland: Only the Township of Stony Point.

Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per Hour	07/01/2021	01/01/2022
Mechanic	\$ 62.51	\$ 64.63
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

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

***Four (4), ten (10) hour days are not permitted for Contract Work/Repair Work

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

SUPPLEMENTAL BENEFITS

Per hour	07/01/2021	01/01/2022
Journeyman/Helper	\$ 35.825*	\$ 36.885*

(*)Plus 6% of regular hourly if less than 5 years of service. Plus 8% of regular hourly rate if more than 5 years of service.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50 %	55 %	65 %	70 %	80 %

(*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits per hour worked:

Same as Journeyman/Helper

1-138

Glazier

01/01/2022

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per hour:	7/01/2021	11/01/2021
Glazier	\$ 58.60	\$ 59.10
*Scaffolding	59.55	60.55
Glass Tinting & Window Film	29.60	29.60
**Repair & Maintenance	29.60	29.60

*Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24' or more, but not pipe scaffolding.

**Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$148,837. All Glass tinting, window film, regardless of material or intended use, and all affixing of decals to windows or glass.

SUPPLEMENTAL BENEFITS

Per hour:	7/01/2021	11/01/2021
Journeyworker	\$ 36.04	\$ 36.79
Glass tinting & Window Film	21.19	21.19
Repair & Maintenance	21.19	21.19

OVERTIME PAY

See (B,H,V) on OVERTIME PAGE.

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' see (B, B2, I, S) on overtime page.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' Only

Paid: See(5, 6, 16, 25)

Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

	7/01/2021	11/01/2021
1st term	\$ 20.72	\$ 21.00
2nd term	28.66	28.87
3rd term	34.67	34.94
4th term	46.62	47.01

Supplemental Benefits:

(Per hour)

1st term	\$ 16.58	\$ 16.80
2nd term	23.57	23.99
3rd term	26.09	26.57
4th term	30.91	31.52

8-1087 (DC9 NYC)

Insulator - Heat & Frost

01/01/2022

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

Per hour:	07/01/2021	05/31/2022
Insulator	\$ 56.25	+ \$ 2.00
Discomfort & Additional Training**	59.22	+ \$ 2.00
Fire Stop Work*	30.07	+ \$ 2.00

* Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

**Applies to work requiring: garb or equipment worn against the body not customarily worn by insulators;psychological evaluation;special training, including but not limited to "Yellow Badge" radiation training

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 35.10
Discomfort & Additional Training	37.06
Fire Stop Work:	

Journeyworker 17.90

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

Overtime: See (2*, 4, 6, 16, 25) on HOLIDAY PAGE.

*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES

(1) year terms:

Insulator Apprentices:

1st	2nd	3rd	4th
\$ 30.07	\$ 35.30	\$ 40.54	\$ 45.78

Discomfort & Additional Training Apprentices:

1st	2nd	3rd	4th
\$ 31.55	\$ 37.08	\$ 42.61	\$ 48.16

Supplemental Benefits paid per hour:

Insulator Apprentices:

1st term	\$ 17.90
2nd term	21.35
3rd term	24.79
4th term	28.23

Discomfort & Additional Training Apprentices:

1st term	\$ 18.89
2nd term	22.52
3rd term	26.16
4th term	29.80

8-91

Ironworker

01/01/2022

JOB DESCRIPTION Ironworker

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

WAGES

Per hour:

	07/01/2021	07/01/2022 Additional	07/01/2023 Additional
Structural	\$ 50.18	\$ 2.33	\$ 2.34
Reinforcing*	50.18	2.33	2.34
Ornamental	50.18	2.33	2.34
Chain Link Fence	50.18	2.33	2.34

*NOTE: For Reinforcing classification ONLY, Ironworker 4-46Reinf rates apply in Rockland County's southern section (south of Convent Road and east of Blue Hills Road).

On Government Mandated Irregular Work Days or Shift Work, the following wage will be paid:

1st Shift	\$ 50.18
2nd Shift	64.04
3rd Shift	68.66

**Note- Any shift that works past 12:00 midnight shall receive the 3rd shift differential.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 40.90
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OVERTIME PAY

See (B1, Q, V) on OVERTIME PAGE

HOLIDAY

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

If a holiday falls on Saturday, it will be observed Friday. If a holiday falls on Sunday, it will be observed Monday.

REGISTERED APPRENTICES

Wages:

(1) year terms at the following wage:

	1st yr	2nd yr	3rd yr	4th yr
1st Shift	\$ 25.09	\$ 30.11	\$ 35.13	\$ 40.14
2nd Shift	34.31	40.25	46.20	52.14
3rd Shift	37.38	43.64	49.89	56.14

Supplemental Benefits per hour:

1st year	\$ 35.05
2nd year	36.22
3rd year	37.39
4th year	38.56

11-417

Laborer - Building

01/01/2022

JOB DESCRIPTION Laborer - Building

DISTRICT 11

ENTIRE COUNTIES

Orange, Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Only the Townships of Andes, Bovina, Davenport, Delhi, Franklin, Hamden, Harpersfield, Kortright, Meredith, Middletown, Roxbury, and Stamford.

Greene: Only the Township of Catskill.

WAGES

GENERAL LABORER: flag person, portable generator tender, portable pump tender, temporary heat tender, chipping hammer, acoustic pump, mixer, concrete laborer, demolition, demo saw, gunite, general cleanup, landscaping, mason tender, jackhammer, pavement breaker, pressure blasting, signalperson, buggies, wrecking, chain saw, vacuums, cutting torch, discharge pipe, mega mixer, pumpcrete machine.

INTERMEDIATE LABORER: excavation, grading, backfilling, tampers, walk behind roller, when OSHA or contractor requires negative respirator.

PREMIUM LABORER: Asbestos abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

WAGES:(per hour)

	07/01/2021	06/01/2022
General	\$ 39.00	\$ 40.40
Intermediate	40.85	42.30
Premium	43.75	45.30

These rates will cover all work within five feet of the building foundation line.

Shift Differential: On all Governmental mandated irregular or off shift work, an additional 25% of wage is required. The 25% shift differential will be paid on public works contract for shifts or irregular workdays outside the normal working hours for 2nd and 3rd shifts or irregular work day or when mandated or required by state, federal, county, local or other governmental agency contracts.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 30.95	\$ 31.65
Shift	37.85	38.61

OVERTIME PAY

See (B, E, E5, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

Holidays that fall on Saturday shall be observed on Friday, when holidays fall on Sunday they shall be observed on Monday.

REGISTERED APPRENTICES

1000 hour terms at the following wage rates:

1st term	\$ 21.45	\$ 22.22
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2nd term	25.35	26.26
3rd term	29.25	30.30
4th term	33.15	34.34

Supplemental Benefits per hour:

Apprentices	\$ 25.85	\$ 26.90
Shift	31.32	32.55

11-17.BA

Laborer - Heavy&Highway

01/01/2022

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Orange, Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Only the Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Meredith, and Davenport.

Greene: Only the Township of Catskill.

WAGES

CLASS 1: Flagperson, gateperson.

CLASS 2: General laborer, chuck tender, nipper, powder carrier, magazine tender, concrete men, vibrator men, mason tender, mortar men, traffic control, custodial work, temporary heat, pump men, pit men, dump men, asphalt men, joint setter, signalman, pipe men, riprap, dry stone layers, jack hammer, bush hammer, pavement breaker, gunnite nozzle, men on mulching & seeding machines, all seeding & sod laying, landscape work, walk behind self-propelled power saws, grinder, groover, walk behind rollers and tampers of all types, burner men, filling and wiring of baskets for gabion walls, chain saw operator, railroad track laborers, power buggy & pumpcrete ops., plaster & acoustic pump, power brush cutter, retention liners, walk behind surface planer, chipping hammer, manhole, catch basin or inlet installing, mortar mixer, laser men. *Micropaving and crack sealing.

CLASS 3: Asbestos, toxic, bio remediation and phyto remediation, lead or hazardous materials abatement when certification or license is required, Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power.

CLASS 4: Asphalt screedman, blaster, all laborers involved in pipejacking and boring operations not exceeding more than 10 feet into pipe, boring or drilled area.

WAGES: (per hour)	07/01/2021	06/01/2022	06/01/2023	06/01/2024
Class 1	\$ 37.40	\$ 39.05	\$ 40.80	\$ 43.45
Class 2	41.80	43.30	44.80	47.15
Class 3	46.15	47.75	49.40	51.85
Class 4	51.15	52.90	54.47	56.90

* When laborers are performing micro paving, crack sealing or slurry application when not part of asphalt prep operations laborers shall receive an additional \$2.50 per hour over rate.

SHIFT DIFFERENTIAL: Night work and irregular shift require 20% increase on wages for all Government mandated night and irregular shift work.

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 30.78	\$ 31.53	\$ 32.28	\$ 32.28
Shift	36.27	37.09	37.96	37.96

OVERTIME PAY

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

*For Mon-Fri Holidays, Double Benefits to be paid for all hours worked.

**For Saturday Holidays, Two and one Half Benefits for all hours worked.

***For Sunday Holidays, Triple Benefits for all hours worked.

HOLIDAY

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

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

REGISTERED APPRENTICES

(1000) hour terms at the following wages.

07/01/2021	06/01/2022
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1st term	\$ 21.45	\$ 22.22
2nd term	25.35	26.26
3rd term	29.25	30.30
4th term	33.15	34.34

Supplemental Benefits per hour:

All Terms Regular	\$ 25.98	\$ 27.03
All Terms Shift Rate	30.40	TBD

11-17.1H/H

Laborer - Tunnel

01/01/2022

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 11

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Otsego, Putnam, Rockland, Sullivan, Ulster, Westchester

PARTIAL COUNTIES

Chenango: Townships of Columbus, Sherburne and New Berlin.

Delaware: Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Merideth and Davenport.

WAGES

Class 1: All support laborers/sandhogs working above the shaft or tunnel.

Class 2: All laborers/sandhogs working in the shaft or tunnel.

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

	07/01/2021	07/01/2022
Class 1	\$ 51.95	\$ 53.45
Class 2	54.10	55.60
Class 4	60.50	62.00
Class 5	43.50	44.80

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

SHIFT DIFFERENTIAL...On all Government mandated irregular shift work:

- Employee shall be paid at time and one half the regular rate Monday through Friday.
- Saturday shall be paid at 1.65 times the regular rate.
- Sunday shall be paid at 2.15 times the regular rate.

SUPPLEMENTAL BENEFITS

Per hour:

Benefit 1	\$ 33.25	\$ 34.45
Benefit 2	49.81	51.60
Benefit 3	66.35	68.75

Benefit 1 applies to straight time hours, paid holidays not worked.

Benefit 2 applies to over 8 hours in a day (M-F), irregular shift work hours worked, and Saturday hours worked.

Benefit 3 applies to Sunday and Holiday hours worked.

OVERTIME PAY

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

HOLIDAY

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

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

When a recognized Holidays falls on Saturday or Sunday, holidays falling on Saturday shall be recognized or observed on Friday and holidays falling on Sunday shall be recognized or observed on Monday. Employees ordered to work on the Saturday or Sunday of the holiday or on the recognized or the observed Friday or Monday for those holidays falling on Saturday or Sunday shall receive double time the established rate and benefits for the holiday.

REGISTERED APPRENTICES

FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and location where the work is to be performed.

11-17/60/235/754Tun

Lineman Electrician	01/01/2022
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JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

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

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

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

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

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

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

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

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

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

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

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

Lineman, Tech, Welder	\$ 57.21	\$ 58.51	\$ 59.91	\$ 61.41
Crane, Crawler Backhoe	57.21	58.51	59.91	61.41
Cable Splicer	57.21	58.51	59.91	61.41

Digging Mach. Operator	51.49	52.66	53.92	55.27
Tractor Trailer Driver	48.63	49.73	50.92	52.20
Groundman, Truck Driver	45.77	46.81	47.93	49.13
Equipment Mechanic	45.77	46.81	47.93	49.13
Flagman	34.33	35.11	35.95	36.85

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

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

1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

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

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

SUPPLEMENTAL BENEFITS

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

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

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

OVERTIME PAY

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

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

HOLIDAY

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

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

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

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

6-1249a

Lineman Electrician - Teledata

01/01/2022

JOB DESCRIPTION Lineman Electrician - Teledata
ENTIRE COUNTIES

DISTRICT 6

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

WAGES

Per hour:

For outside work, stopping at first point of attachment (demarcation).
07/01/2021

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

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

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

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 5.14
	*plus 3% of wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting

01/01/2022

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

Columbia, Dutchess, Orange, Putnam, Rockland, Ulster

WAGES

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

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

A flagger's duties shall consist of traffic control only.
(Ref #14.01.02)

Per hour:	07/01/2021	05/02/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 48.43	\$ 49.47	\$ 50.60	\$ 51.82

Crane, Crawler Backhoe	48.43	49.47	50.60	51.82
Certified Welder	50.85	51.94	53.13	54.41
Digging Machine	43.59	44.52	45.54	46.64
Tractor Trailer Driver	41.17	42.05	43.01	44.05
Groundman, Truck Driver	38.74	39.58	40.48	41.46
Equipment Mechanic	38.74	39.58	40.48	41.46
Flagman	29.06	29.68	30.36	31.09

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

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

1ST SHIFT	8:00 AM TO 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4%

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

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

SUPPLEMENTAL BENEFITS

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

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

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

OVERTIME PAY

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

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

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

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

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

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

6-1249aReg8LT

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

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

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

SUPPLEMENTAL BENEFITS

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

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

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

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

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

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.

All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building

01/01/2022

JOB DESCRIPTION Mason - Building

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Sullivan, Ulster

PARTIAL COUNTIES

Orange: Entire county except the Township of Tuxedo.

WAGES

Per hour:	07/01/2021	06/01/2022 Additional	06/01/2023 Additional
Bricklayer	\$ 42.54	\$ 2.35	\$ 2.02
Cement Mason	42.54	2.35	2.02
Plasterer/Stone Mason	42.54	2.35	2.02
Pointer/Caulker	42.54	2.35	2.02

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 35.49

OVERTIME PAY

Cement Mason See (B, E, Q, W) on OVERTIME PAGE.
All Others See (B, E, Q) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5du-b

Mason - Building

01/01/2022

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Sullivan, Ulster

WAGES

Per hour:

07/01/2021 12/06/2021 06/06/2022

Building:

Additional

Tile, Marble,& Terrazzo

Mechanic/Setter \$55.60 \$ 55.93 \$ 0.65

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker: \$ 22.41* \$ 22.51*
+ \$7.66 + \$7.66

* This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

Double time rate applies after 10 hours

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

(Counties of Orange & Putnam)

750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6751-
750	1500	2250	3000	3750	4500	5250	6000	6750	7500

07/01/2021

\$20.84	\$25.66	\$32.68	\$37.50	\$40.99	\$44.30	\$47.82	\$52.63	\$55.35	\$59.34
Supplemental Benefits per hour: (Counties of Orange & Putnam)									
1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$12.55*	\$12.55*	\$15.16*	\$15.16*	\$16.16*	\$17.66*	\$18.66*	\$18.66*	\$16.66*	\$21.91*
+\$0.66	+\$0.71	+\$0.81	+\$0.85	+\$1.23	+\$1.28	+\$1.63	+\$1.68	+\$5.83	+\$6.32

Wages per hour:
(Counties of Dutchess, Sullivan, Ulster)

750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6751-
750	1500	2250	3000	3750	4500	5250	6000	6750	7500
\$19.83	\$23.92	\$25.89	\$29.98	\$32.74	\$36.32	\$39.61	\$42.71	\$44.31	\$47.73

Supplemental Benefits per hour:
(Counties of Dutchess, Sullivan, Ulster)

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$12.55*	\$12.55*	\$14.66*	\$14.66*	\$15.60*	\$16.16*	\$16.66*	\$17.66*	\$15.66*	\$20.41*
+\$0.65	+\$0.69	+\$0.74	+\$0.78	+\$1.15	+\$1.19	+\$1.53	+\$1.57	+\$6.09	+\$6.18 9-7/52B

Mason - Building	01/01/2022
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JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Sullivan, Ulster

WAGES

Per hour: 07/01/2021 12/06/2021 06/06/2022

Building

Additional

Tile, Marble, &
Terrazzo Finisher

\$ 45.74 \$ 46.00 \$ 0.54

SUPPLEMENTAL BENEFITS

Journeyworker:

Per Hour \$ 19.51* \$ 19.61*
+ \$7.53 + \$7.53

*This portion of benefits subject to same premium rate as shown for overtime wages

OVERTIME PAY

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

Double time rate applies after 10 hours on Saturdays.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88B-tf

Mason - Building	01/01/2022
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JOB DESCRIPTION Mason - Building

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

	07/01/2021	06/01/2022 Additional	06/01/2023 Additional
Bricklayer	\$ 43.35	\$ 2.39	\$ 2.05
Cement Mason	43.35	2.39	2.05
Plasterer/Stone Mason	43.35	2.39	2.05
Pointer/Caulker	43.35	2.39	2.05

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 36.05.

OVERTIME PAY

OVERTIME:

Cement Mason See (B, E, Q, W) on OVERTIME PAGE.

All Others See (B, E, Q) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5wp-b

Mason - Building

01/01/2022

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Wages:	07/01/2021	01/03/2022
Marble Cutters & Setters	\$ 61.73	\$ 62.17

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker	\$ 37.76	\$ 38.27
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OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
07/01/2021 \$ 24.70	\$ 27.77	\$ 30.87	\$ 33.94	\$ 37.03	\$ 40.11	\$ 43.20	\$ 46.29	\$ 52.46	\$ 58.64
01/03/2022 \$ 24.88	\$ 27.97	\$ 31.08	\$ 34.17	\$ 37.29	\$ 40.39	\$ 43.51	\$ 46.61	\$ 52.82	\$ 59.05

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2021 \$ 20.01	\$ 21.43	\$ 22.83	\$ 24.25	\$ 25.65	\$ 27.07	\$ 28.47	\$ 29.88	\$ 32.70	\$ 35.51
01/03/2022 \$ 20.55	\$ 22.04	\$ 23.52	\$ 25.01	\$ 26.47	\$ 27.96	\$ 29.42	\$ 30.91	\$ 33.86	\$ 36.81 9-7/4

Mason - Heavy&Highway 01/01/2022

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Sullivan, Ulster

PARTIAL COUNTIES

Orange: Entire county except the Township of Tuxedo.

WAGES

Per hour:

	07/01/2021	06/01/2022 Additional	06/01/2023 Additional
Bricklayer	\$ 43.04	\$ 2.35	\$2.02
Cement Mason	43.04	2.35	2.02
Marble/Stone Mason	43.04	2.35	2.02
Plasterer	43.04	2.35	2.02
Pointer/Caulker	43.04	2.35	2.02

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 35.49

OVERTIME PAY

Cement Mason See (B, E, Q, W, X)

All Others See (B, E, Q, X)

HOLIDAY

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

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

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5du-H/H

Mason - Heavy&Highway

01/01/2022

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

	07/01/2021	06/01/2022 Additional	06/01/2023 Additional
Bricklayer	\$ 43.85	\$ 2.39	\$ 2.05
Cement Mason	43.85	2.39	2.05
Marble/Stone Mason	43.85	2.39	2.05
Plasterer	43.85	2.39	2.05
Pointer/Caulker	43.85	2.39	2.05

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 36.05

OVERTIME PAY

Cement Mason See (B, E, Q, W, X)

All Others See (B, E, Q, X)

HOLIDAY

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

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

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5WP-H/H

Operating Engineer - Building / Heavy&Highway

01/01/2022

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Delaware, Orange, Rockland, Sullivan, Ulster

WAGES

CLASS A5: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 140ft boom and over.

CLASS A4: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 100ft to 139ft boom.

CLASS A3: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes with a boom under 100ft.

CLASS A2: Cranes, Derricks and Pile Drivers less than 100 tons with 140ft boom and over.

CLASS A1: Cranes, Derricks and Piler Drivers less than 100 tons with a 100ft to 139ft boom.

CLASS A: Cranes, Derricks and Pile Drivers less than 100 tons with a boom under 100ft.; Autograde Combn. Subgrader, Base Material Spreader and Base Trimmer (CMI and Similar Types); Autograde Pavement profiler (CMI and Similar Types); Autograde Pavement Profiler and Recycle type (CMI and Similar Type); Autograde Placer-Trimmer-Spreader Comb. (CMI & Similar types); Autograde Slipform Paver (CMI & Similar Types); Central Power Plants (all types); Chief of Party; Concrete Paving Machines; Drill (Baur, AMI and Similar Types); Drillmaster, Quarrymaster (Down the Hole Drill), Rotary Drill, Self-Propelled Hydraulic Drill, Self-Powered Drill; Draglines; Elevator Graders; Excavator; Front End Loaders (5 yds.and over); Gradalls; Grader-Rago; Helicopters (Co-Pilot); Helicopters (Communications Engineer);Juntann Pile Driver; Locomotive (Large); Mucking Machines; Pavement & Concrete Breaker, i.e., Superhammer & Hoe Ram; Roadway Surface Grinder; Prentice Truck; Scooper (Loader and Shovel); Shovels; Tree Chopper with Boom; Trench Machines (Cable Plow); Tunnel Boring Machine; Vacuum Truck

CLASS B: "A" Frame; Backhoe (Combination); Boom Attachment on Loaders (Rate based on size of Bucket) not applicable to Pipehook; Boring and Drilling Machines; Brush Chopper, Shredder and Tree Shredder, Tree Shearer; Bulldozer(Fine Grade); Cableways; Carryalls; Concrete Pump; Concrete Pumping System, Pump Concrete and Similar Types; Conveyors (125 ft. and over); Drill Doctor (duties incl. Dust Collector Maintenance); Front End Loaders (2 yds. but less than 5 yds.); Graders (Finish); Groove Cutting Machine (Ride on Type); Heater Planer; Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Roof, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type); Long Boom Rate to be applied if Hoist is "Outside Material Tower Hoist***"; Hydraulic Cranes-10 tons and under; Hydraulic Dredge; Hydro-Axe; Hydro Blaster; Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type); Log Skidder; Pans; Pavers (all) concrete; Plate and Frame Filter Press; Pumpcrete Machines,Squeeze-crete & Concrete Pumping (regardless of size); Scrapers; Side Booms; "Straddle"Carrier-Ross and similar types; Winch Trucks (Hoisting); Whip Hammer

CLASS C: Asphalt Curbing Machine; Asphalt Plant Engineer; Asphalt Spreader; Autograde Tube Finisher and Texturing Machine (CMI & Similar types); Autograde Curecrete Machine (CMI & Similar Types); Autograde Curb Trimmer & Sidewalk, Shoulder, Slipform (CMI & Similar Types); Bar Bending Machines (Power); Batchers, Batching Plant and Crusher on Site; Belt Conveyor Systems; Boom Type Skimmer Machines; Bridge Deck Finisher; Bulldozer(except fine grade); Car Dumpers (Railroad); Compressor and Blower Type Units (used independently or mounted on dual purpose Trucks, on Job Site or in conjunction with jobsite, in Loading and Unloading of Concrete, Cement, Fly Ash, Instacrete, or Similar Type Materials); Compressors (2 or 3 in Battery); Concrete Finishing Machines; Concrete cleaning decontamination machine operator; Concrete Saws and Cutters (Ride-on type); Concrete Spreaders (Hetzl, Rexomatic and Similar Types); Concrete Vibrators; Conveyors (under 125 feet); Crushing Machines; Directional Boring Machines; Ditching Machine-small (Ditch-witch, Vermeer, or Similar type); Dope Pots (Mechanical with or without pump); Dumpsters; Elevator; Fireman; Fork Lifts (Economobile, Lull and Similar Types of Equipment); Front End Loaders (1 yd.and over but under 2 yds.); Generators (2 or 3 in Battery); Giraffe Grinders; Grout Pump; Gunnite Machines (excluding nozzle); Hammer Vibrator (in conjunction with Generator); Heavy Equipment Robotics Operator Technician; Hoists-Roof, Tugger, Aerial Platform Hoist & House Cars; Hoppers; Hopper Doors (power operated); Hydro Blaster; Hydralic Jacking Trailer; Ladders (motorized); Laddervator; Locomotive-dinky type; Maintenance -Utility Man; Master Environmental Maintenance Technician; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols; Pavement Breakers (small self propelled ride on type-also maintains compressor hydraulic unit); Pavement Breaker-truck mounted; Pipe Bending Machine (Power); Pitch Pump; Plaster Pump (regardless of size); Post Hole Digger (Post Pounder & Auger); Rod Bending Machines (Power); Roller-Black Top; Scales (Power); Seaman pulverizing mixer; Shoulder widener; Silos; Skidsteer (all attachments); Skimmer Machines (boom-type); Steel Cutting Machine (service & maintain); Tam Rock Drill; Tractors; Transfer Machine; Captain (Power Boats); Tug Master (powerboats); Ultra High Pressure Waterjet Cutting Tool System operator/maintenance technician; Vacuum Blasting Machine; Vibrating Plants (used in conjunction with unloading); Welder and Repair Mechanics

CLASS D: Brooms and Sweepers; Chippers; Compressor (single); Concrete Spreaders (small type); Conveyor Loaders (not including Elevator Graders); Engines-large diesel (1620 HP) and Staging Pump; Farm Tractors; Fertilizing Equipment (Operation & Maint. of); Fine Grade Machine (small type); Form Line Graders (small type); Front End Loader (under 1 yard); Generator (single); Grease, Gas, Fuel and Oil supply trucks; Heaters (Nelson or other type incl. Propane, Natural Gas or Flowtype Units); Lights, Portable Generating Light Plants; Mixers (Concrete, small); Mulching Equipment (Operation and Maintenance of); Pumps (2 or less than 4 inch suction); Pumps (4 inch suction and over incl. submersible pumps); Pumps (Diesel Engine and Hydraulic-immaterial of power); Road Finishing Machines (small type); Rollers-grade, fill or stone base; Seeding Equip. (Operation and Maintenance of); Sprinkler & Water Pump Trucks (used on jobsite or in conjunction with jobsite); Steam Jennies and Boilers-irrespective of use; Stone Spreader; Tamping Machines, Vibrating Ride-on; Temporary Heating Plant (Nelson or other type, incl. Propane, Natural Gas or Flow Type Units); Water & Sprinkler Trucks (used on or in conjunction with jobsite); Welding Machines (Gas, Diesel, and/or Electric Converters of any type, single, two, or three in a battery); Wellpoint Systems (including installation by Bull Gang and Maintenance of)

CLASS E: Assistant Engineer/Oiler; Drillers Helper; Maintenance Apprentice (Deck Hand); Maintenance Apprentice (Oiler); Mechanics' Helper; Tire Repair and Maintenance; Transit/Instrument Man

WAGES:(per hour)

	07/01/2021	07/01/2022 Additional
Class A5	\$ 62.52 plus 3.00*	\$ 2.25
Class A4	61.52 plus 3.00*	
Class A3	60.52 plus 3.00*	
Class A2	58.02 plus 3.00*	
Class A1	57.02 plus 3.00*	
Class A	56.02 plus 3.00*	
Class B	54.43 plus 3.00*	
Class C	52.52 plus 3.00*	
Class D	50.89 plus 3.00*	
Class E	49.18 plus 3.00*	
Safety Engineer	56.76 plus 3.00*	

Helicopter:	
Pilot/Engineer	57.84 plus 3.00*
Co Pilot	56.02 plus 3.00*
Communications Engineer	56.02 plus 3.00*

Surveying:	
Chief of Party	56.02 plus 3.00*
Transit/Instrument Man	49.18 plus 3.00*
Rod/Chainman	46.60 plus 3.00*
Additional \$0.75 for Survey work Tunnel under compressed air.	
Additional \$0.50 for Hydrographic work.	

*The \$3.00 is added to the Class Base Wage for all hours worked. Additionally, the \$3.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

**Outside Material Hoist (Class B) receives additional \$ 1.00 per hour on 110 feet up to 199 feet total height, \$ 2.00 per hour on 200 feet and over total height.

- SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

- On HAZARDOUS WASTE REMOVAL or ASBESTOS REMOVAL work, or any state or federally DESIGNATED HAZARDOUS WASTE SITE:

For projects bid on or before April 1, 2020...Where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift.

For projects bid after April 1, 2020...On hazardous waste removal work of any kind, including state or federally designated site where the operating engineer is required to wear level A, B, or C personal protection the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour. An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$ 1.00 per hour. This shall also apply to sites where the level D personal protection is required.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 32.45
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SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

OVERTIME PAY

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

*15% premium is also required on shift work benefits

HOLIDAY

Paid: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Holidays falling on Sunday will be celebrated on Monday.

REGISTERED APPRENTICES

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

1st year	60% of Class wage plus \$3.00*
2nd year	70% of Class wage plus \$3.00*
3rd year	80% of Class wage plus \$3.00*
4th year	90% of Class wage plus \$3.00*

*The \$3.00 is added to the Class Base Wage for all hours worked. Additionally, the \$3.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

Supplemental Benefits per hour:

Apprentices	\$ 32.45
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11-825

Operating Engineer - Marine Dredging

01/01/2022

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2021	10/01/2021
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 41.42	\$ 41.42
CLASS A2 Crane Operator (360 swing)	36.91	36.91
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	35.82	35.82
CLASS B2 Certified Welder	33.72	33.72
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	32.80	32.80
CLASS C2	30.89	31.74

Boat Operator

CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	25.66	26.37
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SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	07/01/2021 \$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63	10/01/2021 \$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48	11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$11.38 plus 8% of straight time wage, Overtime hours add \$ 0.33	11.38 plus 8% of straight time wage, Overtime hours add \$ 0.33

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

Operating Engineer - Steel Erectors

01/01/2022

JOB DESCRIPTION Operating Engineer - Steel Erectors

DISTRICT 11

ENTIRE COUNTIES

Delaware, Orange, Rockland, Sullivan, Ulster

WAGES

CLASS A3: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with a 140 ft. boom and over.

CLASS A2: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with up to a 139 ft. boom and under.

CLASS A1: Cranes, Derricks and Pile Drivers less than 100 tons with a 140 ft. boom and over.

CLASS A: Cranes, Derricks and Pile Drivers less than 100 tons with up to a 139 ft. boom and under.

CLASS B: "A" Frame; Cherry Pickers(10 tons and under); Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Roof, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type); Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type); Side Booms; Straddle Carrier

CLASS C: Aerial Platform used as Hoist; Compressors (2 or 3 in Battery); Concrete cleaning/ decontamination machine operator; Directional Boring Machines; Elevator or House Cars; Conveyers and Tugger Hoists; Fireman; Fork Lifts; Generators (2 or 3 in Battery); Heavy Equipment Robotics Operator/Technician; Master Environmental Maintenance Technician; Maintenance -Utility Man; Rod Bending Machines (Power); Captain(powerboat); Tug Master; Ultra High Pressure Waterjet Cutting Tool System; Vacuum Blasting Machine; Welding Machines(gas or electric,2 or 3 in battery, including diesels); Transfer Machine; Apprentice Engineer/Oiler with either one compressor or one welding machine when used for decontamination and remediation

CLASS D: Compressor (single); Welding Machines (Gas, Diesel, and/or Electric Converters of any type); Welding System Multiple (Rectifier Transformer type)

CLASS E: Assistant Engineer/Oiler; Maintenance Apprentice (Deck Hand);Drillers Helper; Maintenance Apprentice (Oiler); Mechanics' Helper; Transit/Instrument Man

WAGES:(per hour)

	07/01/2021	07/01/2022 Additional
Class A3	\$ 64.54 plus 3.00*	\$ 2.25
Class A2	62.88 plus 3.00*	
Class A1	60.04 plus 3.00*	
Class A	58.38 plus 3.00*	
Class B	55.59 plus 3.00*	
Class C	52.93 plus 3.00*	
Class D	51.40 plus 3.00*	
Class E	49.64 plus 3.00*	
Vacuum Truck	56.35 plus 3.00*	
Safety Engineer	57.21 plus 3.00*	

Helicopter:	
Pilot/Engineer	60.04 plus 3.00*
Co Pilot	59.65 plus 3.00*
Communications Engineer	59.65 plus 3.00*

Surveying:	
Chief of Party	56.35 plus 3.00*
Transit/Instrument man	49.64 plus 3.00*
Rod/Chainman	46.60 plus 3.00*
Additional \$0.75 for Survey work Tunnels under compressed air.	
Additional \$0.50 for Hydrographic work.	

*The \$3.00 is added to the Class Base Wage for all hours worked. Additionally, the \$3.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

- SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.
- On HAZARDOUS WASTE REMOVAL or ASBESTOS REMOVAL work, or any state or federally DESIGNATED HAZARDOUS WASTE SITE:

For projects bid on or before April 1, 2020...Where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift.

For projects bid after April 1, 2020...On hazardous waste removal work of any kind, including state or federally designated site where the operating engineer is required to wear level A, B, or C personal protection the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour. An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$ 1.00 per hour. This shall also apply to sites where the level D personal protection is required.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 32.45
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OVERTIME PAY

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

*15% premium is also required on shift work benefits

HOLIDAY

Paid: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Holidays falling on Sunday will be celebrated on Monday.

REGISTERED APPRENTICES

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

1st year	60% of Class wage plus \$3.00*
2nd year	70% of Class wage plus \$3.00*
3rd year	80% of Class wage plus \$3.00*
4th year	90% of Class wage plus \$3.00*

*The \$3.00 is added to the Class Base Wage for all hours worked. Additionally, the \$3.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

Supplemental Benefits per hour:

Apprentices \$ 32.45

11-825SE

Painter **01/01/2022**

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Sullivan, Ulster

WAGES

Per hour

07/01/2021

05/01/2022

Additional

Brush/Paper Hanger	\$ 35.94	\$ 1.65
Dry Wall Finisher	35.94	
Lead Abatement	35.94	
Sandblaster-Painter	35.94	
Spray Rate	36.94	

See Bridge Painting rates for the following work:

Structural Steel , all work performed on tanks, ALL BRIDGES, towers, smoke stacks, flag poles. Rate shall apply to all of said areas from the ground up.

SUPPLEMENTAL BENEFITS

Per hour

Journey person \$ 24.79

OVERTIME PAY

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

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT(S) OR SINGULAR IRREGULAR SHIFT OF AT LEAST A FIVE (5) DAY DURATION (MONDAY THROUGH FRIDAY), WHEN THE SHIFT STARTS BETWEEN THE HOURS LISTED BELOW:

4:00 PM to 6:30 AM REGULAR RATE PLUS 15%**

OVERTIME ON MULTIPLE SHIFT WORK AND SINGULAR IRREGULAR SHIFT THE SHIFT RATE IS THE BASE RATE

**SHIFT RATE STOPS AFTER 6:30AM

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

Six (6) month terms at the following percentage of Journey person's wage

1st	2nd	3rd	4th	5th	6th
40%	50%	60%	70%	80%	90%

Supplemental Benefits per hour worked

1st term	\$ 10.89
All others	24.79

1-155

Painter - Bridge & Structural Steel **01/01/2022**

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per Hour:

STEEL:

Bridge Painting: 07/01/2021 10/01/2021

\$ 51.50	\$ 53.00
+ 8.63*	+ 9.63*

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

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

SHIFT WORK:

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:	07/01/2021	10/01/2021
	\$ 10.90	\$ 10.90
	+ 30.00*	+ 30.60*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms

	07/01/2021	10/01/2021
1st year	\$ 20.60	\$ 21.20
	+ 3.45*	+ 3.86*
2nd year	\$ 30.90	\$ 31.80
	+ 5.18*	+ 5.78*
3rd year	\$ 41.20	\$ 42.40
	+ 6.90*	+ 7.70*
Supplemental Benefits - Per hour:		
1st year	\$.25	\$.25
	+ 12.00*	+ 12.24*
2nd year	\$ 10.90	\$ 10.90
	+ 18.00*	+ 18.36*
3rd year	\$ 10.20	\$ 10.90
	+ 24.00*	+ 24.48*

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

Painter - Line Striping**01/01/2022****JOB DESCRIPTION** Painter - Line Striping**DISTRICT 8****ENTIRE COUNTIES**

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2021	07/01/2022
Striping-Machine Operator*	\$ 30.32	\$ 31.53
Linerman Thermoplastic	36.93	38.34

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

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

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

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2021	07/01/2022
Journeyworker:		
Striping Machine Operator:	\$ 10.03	\$ 10.03
Linerman Thermoplastic:	10.03	10.03

OVERTIME PAY

See (B, B2, E2, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES

One (1) year terms at the following wage rates:

	07/01/2021	12/31/2021	07/01/2022
1st Term*:	\$ 15.00	\$ 15.00	\$ 15.00
1st Term**:	14.00	15.00	15.00
1st Term***:	12.50	13.20	13.20
2nd Term:	18.19	18.19	18.92
3rd Term:	24.26	24.26	25.22

*Bronx, Kings, New York, Queens, Richmond, and Suffolk counties

**Nassau and Westchester counties

***All other counties

Supplemental Benefits per hour:

1st term:	\$ 9.16	\$ 9.16	\$ 9.16
2nd Term:	9.16	9.16	10.03
3rd Term:	9.16	9.16	10.03

8-1456-LS

Painter - Metal Polisher**01/01/2022****JOB DESCRIPTION** Painter - Metal Polisher**DISTRICT 8****ENTIRE COUNTIES**

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

WAGES

	07/01/2021
Metal Polisher	\$ 37.13
Metal Polisher*	38.23
Metal Polisher**	41.13

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

Journeyworker:
All classification \$ 10.64

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

	07/01/2021
1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

1st year	\$ 7.39
2nd year	7.39
3rd year	7.39

8-8A/28A-MP

Plumber	01/01/2022
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JOB DESCRIPTION Plumber

DISTRICT 11

ENTIRE COUNTIES

Orange, Rockland, Sullivan

PARTIAL COUNTIES

Ulster: Only the Townships of Plattekill, Marlboro, Wawarsing, and Shawangunk (except for Wallkill and Shawangunk Prisons).

WAGES

REFRIGERATION: For commercial and industrial refrigeration which means service, maintenance, and installation work where the combined compressor tonnage does not exceed 40 tons.

AIR CONDITIONING: Air conditioning to be installed that is water cooled shall not exceed 25 tons. This will include the piping of the component system and erection of water tower. Air conditioning that is air cooled shall not exceed 50 tons.

WAGES: (per hour)

07/01/2021

Plumber \$ 35.59

Star Certification: an additional \$ 1.00 per hour over scale will be paid to all those who have Star Certification.

Shift Differential: When mandated by the governmental agency, an additional 15% premium will be paid for irregular work day or for 2nd and 3rd shift.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman

\$ 34.07*

*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.

OVERTIME PAY

See (B, G, P, *V) on OVERTIME PAGE

* A portion of the benefit amount is subject to the V code for overtime and shift differential work.

HOLIDAY

Paid: See (5, 6, 13, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 13, 15, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1)year terms at the following wage.

	07/01/2021
1st term	\$ 16.02
2nd term	17.80
3rd term	19.58
4th term	23.14
5th term	28.48

Supplemental Benefits per hour:

Apprentices

1st term	\$ 15.42*
2nd term	17.09*
3rd term	18.81*
4th term	22.20*
5th term	27.29*

*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.

11-373 Refrig

Plumber

01/01/2022

JOB DESCRIPTION Plumber

DISTRICT 11

ENTIRE COUNTIES

Orange, Rockland, Sullivan

PARTIAL COUNTIES

Ulster: Only the Townships of Plattekill, Marlboro, Wawarsing, and Shawangunk (except for Wallkill and Shawangunk Prisons).

WAGES

WAGES:(per hour) 07/01/2021

Plumber/Steamfitter \$ 47.45

Note: For all work 40-60 feet above ground add \$ 0.25 per hour, over 60 feet add \$ 0.50 per hour.

Shift Differential: When mandated by the governmental agency, an additional 15% premium will be paid for irregular work day or for 2nd and 3rd shift.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman

\$ 42.32*

*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.

OVERTIME PAY

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

* A portion of the benefit amount is subject to the V code for overtime and shift differential work.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

When a holiday falls on a Saturday, the day prior shall be considered and recognized as the holiday. When a holiday falls on a Sunday, the day proceeding shall be considered and recognized as the holiday to be observed.

REGISTERED APPRENTICES

(1) year terms at the following wages.

	07/01/2021
1st term	\$ 16.61
2nd term	21.36
3rd term	26.10
4th term	30.85
5th term	37.96

Supplemental Benefits per hour:

1st term	\$ 14.90*
2nd term	19.11*
3rd term	23.33*
4th term	27.55*
5th term	33.87*

*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.
11-373 SF

Roofer

01/01/2022

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

WAGES

Per Hour:	07/01/2021
Roofer/Waterproofer	\$ 45.25
	+ \$7.00*

* This portion is not subjected to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS

Per Hour:	\$ 28.62
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OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY

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

REGISTERED APPRENTICES

(1) year term

	1st	2nd	3rd	4th
	\$ 15.84	\$ 22.63	\$ 27.15	\$ 33.94
		+ 3.50*	+ 4.20*	+ 5.26*
Supplements:				
	1st	2nd	3rd	4th
	\$ 3.72	\$ 14.47	\$ 17.30	\$ 21.55

9-8R

Sheetmetal Worker

01/01/2022

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

	07/01/2021
SheetMetal Worker	\$ 44.15
	+ 3.37*

*This portion is not subject to overtime premiums.

SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work:

10% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS

Journeyworker \$ 44.20

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 16.36	\$ 18.41	\$ 20.46	\$ 22.51	\$ 24.54	\$ 26.60	\$ 29.12	\$ 31.65
+ 1.35*	+ 1.52*	+ 1.69*	+ 1.85*	+ 2.02*	+ 2.19*	+ 2.36*	+ 2.53*

*This portion is not subject to overtime premiums.

Supplemental Benefits per hour:

Apprentices

1st term	\$ 18.96
2nd term	21.34
3rd term	23.71
4th term	26.11
5th term	28.46
6th term	30.82
7th term	32.72
8th term	34.64

8-38

Sprinkler Fitter

01/01/2022

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour 07/01/2021

Sprinkler \$ 47.19
Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$ 28.09

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 22.67	\$ 25.19	\$ 27.46	\$ 29.98	\$ 32.50	\$ 35.02	\$ 37.54	\$ 40.05	\$ 42.57	\$ 45.09

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.27	\$ 8.27	\$ 19.22	\$ 19.22	\$ 19.47	\$ 19.47	\$ 19.47	\$ 19.47	\$ 19.47	\$ 19.47
									1-669.2

Teamster - Building / Heavy&Highway

01/01/2022

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Rockland, Sullivan, Ulster

WAGES

GROUP 1: LeTourneau Tractors, Double Barrel Euclids, Athney Wagons and similar equipment (except when hooked to scrapers), I-Beam and Pole Trailers, Tire Trucks, Tractor and Trailers with 5 axles and over, Articulated Back Dumps and Road Oil Distributors, Articulated Water Trucks and Fuel Trucks/Trailers, positions requiring a HAZMAT CDL endorsement.

GROUP 1A: Drivers on detachable Gooseneck Low Bed Trailers rated over 35 tons.

GROUP 2: All equipment 25 yards and up to and including 30 yard bodies and cable Dump Trailers and Powder and Dynamite Trucks.

GROUP 3: All Equipment up to and including 24-yard bodies, Mixer Trucks, Dump Crete Trucks and similar types of equipment, Fuel Trucks, Batch Trucks and all other Tractor Trailers, Hi-Rail Truck.

GROUP 4: Tri-Axles, Ten Wheelers, Grease Trucks, Tillerman, Pattern Trucks, Attenuator Trucks, Water Trucks, Bus.

GROUP 5: Straight Trucks.

GROUP 6: Pick-up Trucks for hauling materials and parts, and Escort Man over-the-road.

WAGES: (per hour)	07/01/2021	05/01/2022	05/01/2023
GROUP 1	\$ 33.91	\$ 34.28	\$ 34.58
GROUP 1A	35.05	35.42	35.72
GROUP 2	33.35	33.72	34.02
GROUP 3	33.13	33.50	33.80
GROUP 4	33.02	33.39	33.69
GROUP 5	32.90	33.27	33.57
GROUP 6	32.90	33.27	33.57

NOTE ADDITIONAL PREMIUMS:

- On projects requiring an irregular shift a premium of 10% will be paid on wages. The premium will be paid for off-shift or irregular shift work when mandated by Governmental Agency.

- Employees engaged in hazardous/toxic waste removal, on a State or Federally designated hazardous/toxic waste site, where the employee comes in contact with hazardous/toxic waste material and when personal protective equipment is required for respiratory, skin, or eye protection, the employee shall receive an additional 20% premium above the hourly wage.

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

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

SUPPLEMENTAL BENEFITS

Per hour:

First 40 hours	\$ 39.90	\$ 42.16	\$ 44.59
Over 40 hours	32.40	34.46	36.69

OVERTIME PAY

See (*B, E, **E2, ***P, X) on OVERTIME PAGE

*Holidays worked Monday through Friday receive Double Time (2x) after 8 hours.

**Makeup day limited to the employees who were working on the site that week.

***Sunday Holidays are paid at a rate of double time and one half (2.5x) for all hours worked.

HOLIDAY

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

Overtime: See (*1) on HOLIDAY PAGE

*See OVERTIME PAY section for when additional premium is applicable on Holiday hours worked.

11-445B/HH

Welder

01/01/2022

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2021

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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

(29) Juneteenth



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

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

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

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

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

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

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

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

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

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

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

Telephone:()

Fax: ()

E-Mail:

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

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

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

YES ☐ NO ☐

10. Name and Title of Requester

Signature



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

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

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

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

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

NYSDOL Bureau of Public Work Debarment List 12/22/2021

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	NYC	*****9839	A.J.S. PROJECT MANAGEMENT, INC.		149 FIFTH AVENUE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	NYC		ANTHONY J SCLAFANI		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DOL		ARVINDER ATWAL		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC	*****5532	ATWAL MECHANICALS, INC		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****2591	AVI 212 INC.		260 CROPSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DA		BOLTER CONSTRUCTION		2549 LINDEN STREET BELLMORE NY 11710	12/22/2016	12/22/2021
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025

NYSDOL Bureau of Public Work Debarment List 12/22/2021

Article 8

DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****0225	C&D LAFACE CONSTRUCTION, INC.		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTIN G AND CARMODY CONTRACTIN G CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025

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DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DUARTE LOPES		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	NYC		FRANK MAINI		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		GIOVANNI LAFACE		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	01/09/2023
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023

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DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN LUCIANO			05/14/2018	05/14/2023
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JOSEPH FOLEY		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	NYC		K.S. CONTRACTING CORP.		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026

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DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	*****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6E JACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	NYC		MARTINE ALTER		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023

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DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN "MIKKI" DRAKE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	NYC	*****3826	MOVING MAVEN OF NY, INC.		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	*****3550	MOVING MAVEN, INC		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	*****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	DOL	*****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	*****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	NYC		PARESH SHAH		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	NYC	*****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025

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DOL	NYC	*****4532	PROFESSIONAL PAVERS CORP.		66-05 WOODHAVEN BLVD. REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	AG	*****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTION	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	NYC		ROBERT HOHMAN		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		SANDEEP BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025

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DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL	*****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	*****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	*****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	NYC	*****5863	SUKHMANY CONSTRUCTION, INC.		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	*****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022

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DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****7361	VIALE HOLDINGS, INC.	MOVING MAVEN	1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTION	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROPSY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTING, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	*****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. 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. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 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 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

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

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph 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 HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

(1) That the payroll for the payroll period contains the information required to be provided under 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 is correct and complete;

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

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

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

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

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

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

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

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

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

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

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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

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

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

GENERAL CONDITIONS

PART II

FEDERAL REQUIREMENTS

All bidders must comply with the following Federal requirements:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as stated in 24 CFR 570.601

"No person in the United States shall on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title."

2. Executive Order 11063, as amended.

"No person in the United States shall on the basis of race, color, religion, sex, or national origin, be discriminated against in housing (and related facilities) provided with Federal assistance and in lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government."

3. Executive Order 11246

- A. If the contract amount is less than ten thousand (\$10,000) dollars) the following conditions shall apply:

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

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

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. If the contract amount exceeds ten thousand (\$10,000) dollars) the following conditions shall apply:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965; and the rules, regulations and

relevant orders of the Secretary of Labor.

- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (B-1) and the provisions of paragraphs (B-1) through (B-6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Contracting Agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246):

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

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

Goals and Timetables for
Minority Participation
for Each Trade

17%

Goals and Timetables for
Female Participation in
Each Trade

6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4, paragraph 3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (3) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of ten thousand (\$10,000) dollars at any tier of construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract

is to be performed.

- (4) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Orange County.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

- (1) As used in these specifications:
 - (a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - (b) "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
 - (c) "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - (d) "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, and the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable affiliations through membership and participation or community identification).
- (2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of ten

thousand (\$10,000) dollars the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

- (3) If the Contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs (7a) through (7p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization, the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their

training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

- (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - (c) Maintain a current file of names, addresses, and telephone numbers of each minority and female off-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor; along with whatever additional actions the Contractor may have taken.
 - (d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a

collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- (e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under (7) b above.
- (f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and in disposition of the subject matter.
- (h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the

Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

- (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by and recruitment sources, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (j) Encourage present minority and female employees to recruit other minority persons and women, and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- (l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- (n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes.
- (o) Document and maintain a record of all solicitation of offers

for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- (8) Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a) through (7p). The efforts of a contractor association, Joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (7a) through (7p) of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- (9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

- (11) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246 as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246 as amended.
- (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4-8.
- (14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.)

The Contractor, if the contract is in excess of \$2,000, and any of his subcontractors, shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations contained in 29 CFR Part 5.

Under Section 103 of the Act, the Contractor and any of his subcontractors, shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half (1 1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in any week. Section 5 of the Federal Labor Standards Provisions, as shown in below sets forth in detail the Section 103 requirements.

Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety, as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

5. Federal Labor Standards Provisions

Refer to Standard Federal Provisions, attached

NOTE: NY law requires the contractor pay the HIGHER of State prevailing wages or Davis-Bacon, for each class of worker. See Federal Labor Standards Provision section.

6. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u).

1. This agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u) as amended. The Section 3 clause provides:

Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Contractor agrees send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the said labor organization or workers' representative of contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the sections 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an

applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. Lead Based Paint Requirements.

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal Assistance in any form.

8. Clean Air and Clean Water Acts.

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

The Contractor and any of its subcontractors for work funded under the Agreement which is in excess of one-hundred thousand (\$100,000) dollars agree to the following requirements:

- (1) A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15.20.
- (2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8) and (33 U.S.C. 1318) relating to the inspection, monitoring, entry reports and information as well as all other requirements specified in said Section 114 and Section 308, and all regulations, and guidelines issued thereunder.

- (3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he/she will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

9. Energy Conservation Provisions

Contractors must recognize mandatory standards and policies relating to energy efficiency contained in the Cost Effective Energy Conservation Measures.

10. Procurement of recovered materials.

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Section 109 of the Housing and Community Development Act of 1974.

"No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title."

12. Age Discrimination Act of 1975.

"No person in the United States shall be on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

13. Section 504 of the Rehabilitation Act of 1973.

"No qualified individual with handicaps shall, solely on the basis of handicaps, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance."

14. OTHER REQUIREMENTS OF 2 CFR PART 200

(a) Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Use www.SAM.gov

(b) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Attachment 10B - Certification

(c) Procurement of recovered materials.

The City and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials

practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**SECTION 03 10 00
CONCRETE FORMWORK**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions of the Contract, including the General and Supplementary Conditions, apply to the work specified in this Section.

1.02 DESCRIPTION OF WORK

- A. Furnish all labor, supervision, materials, tools and equipment necessary for, or incidental to the completion of the formwork for cast-in-place concrete as shown on the Contract Drawings and/or as specified.
- B. Built-In Inserts
 - 1. Install built-in anchors, anchor bolts, inserts, sleeves, angles, bolts, etc, as required under other Divisions shall be furnished by such trades.

1.03 RELATED WORK

- A. Section 03 20 00 - Concrete Reinforcement
- B. Section 03 30 00 - Cast-in-Place Concrete

1.04 QUALITY ASSURANCE

- A. Design Criteria
 - 1. Design of formwork shall conform to ACI 318 Chapter 6 and ACI 347, Chapter 2. The design and engineering of the formwork, as well as the construction, shall be the responsibility of the Contractor. Formwork shall be designed to support gravity and wind loads as specified by the State Building Code. Allowable stresses shall meet applicable requirements of the State Building Code.
 - 2. Formwork shall be mortar tight, sufficiently rigid and strong to prevent sagging or springing between supports and to maintain true position and shape during and after placing of concrete, without waves, bulges, or other defects in finished concrete surfaces.
 - 3. Erection and removal of formwork shall conform to the requirements of ACI 301, Section 2, except as modified herein.
- B. Allowable Tolerances
 - 1. Erect and maintain concrete forms so as to insure completed work within the tolerance limits of ACI-117, unless otherwise noted in the Contract Documents.

1.05 SUBMITTALS

- A. Contractor shall submit shop drawing to the Engineer for review of temporary shoring locations and locations of any construction, control or expansion joints to be used in all walls and slabs, as outlined in Section 03 20 00 Concrete Reinforcement.
- B. The Contractor shall submit fully detailed shop drawings for all permanent metal forms to the Engineer for review. Shop drawings shall include form thicknesses, physical dimensions, accessories, coatings and method of attachment to supporting structure.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Conform with ACI 347, Chapter 3.
- B. Unexposed surfaces may be formed with dressed matched lumber, free from loose knots or major defects.
- C. Exposed concrete surfaces shall be formed with three-quarter (3/4") inch thick sound plywood without patches, A.P.A. Plyform Ext. B-B, using a minimum of pieces and placed symmetrically.
- D. Chamfer strips shall be new half-inch (1/2") 45 degree wood strips, nailed six (6") inches on center, and installed in inside corners of forms.
- E. Form releasing agent shall be a clear, non-staining material the approved equal of Nox-Crete.

PART 3 - EXECUTION

3.01 INSPECTION

- A. The Contractor shall notify the Engineer twenty-four (24) hours prior to placing foundation forms for examination of soil bearing material.

3.02 PREPARATION OF WOOD FORM SURFACES

- A. All forms shall be coated with a non-staining form release agent compound before the reinforcement is placed.
- B. Forms shall be thoroughly cleaned and recoated with form release agent before re-use.

3.03 INSTALLATION OF TEMPORARY FORMS

- A. Construct forms to shape, grade and dimensions shown, sufficiently tight to prevent leakage. Joints shall be placed on true vertical and horizontal axis.
- B. Side forms shall be used for footings and grade beams.
- C. Erect formwork and adequately support, brace and maintain so as to safely support construction loads and to remain in correct position during and after placing concrete without displacement.
- D. Forms for external corners of exposed members shall be accurately fitted and securely fastened. Install beveled chamfer strips nailed at six (6") inches on center, in corners of all exposed members to provide a three-quarter (3/4") inch chamfer, measured at the diagonal face.
- E. Forms shall be recessed to receive anchor bolts and bearing plates.
- F. Formwork shall be pitched as required to meet finished slab elevations as shown on the Contract Drawings, to maintain the depth of any slab or beam. Camber formwork as shown on Contract Drawings to meet tolerances.
- G. Attach to formwork as required items such as preformed reglets, and any other anchors, inserts, bolts, or sleeves. Coordinate with requirements of all other Divisions' work for proper lines and spacing.
- H. Provide cleanout panels at bottom of walls and columns for cleaning and inspection.

- I. Keys shown shall be two (2") inches deep by one-third (1/3) the total thickness, and beveled unless otherwise noted.

3.04 WALL CONSTRUCTION JOINTS

- A. Unless otherwise shown on the Drawings, foundation walls shall have vertical construction joints located no more than sixty-five (65') feet apart. No vertical construction joint shall be within four feet zero inches (4'-0") of any column pier, corner or footing joint.
- B. See Section 03 30 00 for Slab Construction Joint Requirements.

3.05 TIES

- A. Where vertical surfaces are exposed in either exterior or interior areas, use wood cone snap ties with one and one-half (1 1/2") inch break back.
- B. Locate form ties for exposed concrete in horizontal rows and vertical tiers. Drill forms to suit ties used. Do not splinter forms by driving ties through improperly prepared holes.

3.06 REMOVAL OF FORMWORK

- A. The Contractor shall be solely responsible for construction during and after form removal.
- B. Formwork for footings may be removed twenty-four (24) hours after placing of concrete.
- C. Formwork not supporting the weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may not be removed in less than seventy-two (72) hours after placing the concrete, and provided that curing and protection operations are maintained.
- D. Formwork supporting the weight of concrete, such as beam soffits, joists, slabs and other structural elements of work, may not be removed in less than fourteen (14) days or until the concrete has attained a minimum strength to carry its own weight and any approved superimposed load, which at no time shall exceed the design live load of that floor.
- E. No construction loads exceeding the dead load plus live load shall be supported on any unshored portion of the structure under construction. No construction loads shall be supported on, nor any shoring removed from, any part of the structure under construction except when that portion of the structure in combination with the remaining forming and shoring system has sufficient strength to support safely its weight and the loads placed thereon.
- F. Exercise care in form removal to prevent chipping of corners or other damage to concrete. Any damage to concrete shall be patched as per Section 03 30 00 Cast-in-Place Concrete.

END OF SECTION

**SECTION 03 20 00
CONCRETE REINFORCEMENT**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions of the Contract, including the General and Supplementary Conditions, apply to the work specified in this Section.

1.02 DESCRIPTION OF WORK

- A. Furnish all labor, supervision, materials, tools and equipment necessary for, or incidental to completion of the concrete reinforcement for cast-in-place concrete as shown on the Contract Drawings and/or specified.

1.03 RELATED WORK

- A. Section 03 10 00 - Concrete Formwork
- B. Section 03 30 00 - Cast-in-Place Concrete

1.04 QUALITY ASSURANCE

- A. Allowable tolerances: Fabricating and placing tolerances as outlined in ACI 301, Section 3, except as modified by these specifications.

1.05 SUBMITTALS

- A. Shop Drawings
 - 1. The Contractor shall submit detailed drawings which clearly show location, splicing, cover, sizes, and spacing of all reinforcing and wire fabric. Schedules and diagrams shall indicate bends, sizes, and lengths of reinforcing members. All reinforcement in concrete walls and grade beams shall be shown in elevation one eighth inch equals one foot zero inch ($1/8" = 1'-0"$) scale. All construction joints, as required on the Contract Drawings or requested by the Contractor, shall be shown with any additional reinforcement required. Show and locate all concrete openings, including those required for other Divisions. Any drawings submitted without showing construction joints and openings will be rejected and will not be reviewed.
- B. No reinforcing shall be cut, fabricated, shipped on the job site or placed before shop drawings are reviewed. Only shop drawings bearing the Engineer's stamp marked "Furnish as Submitted" or "Furnish as Corrected" shall be used in the field.
- C. Certificate
 - 1. The manufacturer shall submit to the Engineer certified test results stating that the reinforcing steel and welded wire fabric conform to the chemical composition and tensile and bending requirements as outlined in ASTM A615 and ASTM A185.

1.06 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver reinforcement to the project site in bundles, marked with metal tags indicating bar size, grade and length.
- B. Store reinforcing on skids or other supports above ground and protect from any damage or surface contamination, which would impair its bonding qualities.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. All reinforcing bars shall conform to the requirements of ASTM A615, Grade 60.
- B. Welded wire fabric shall conform to the requirements of ASTM A185.
- C. Metal Accessories
 - 1. Provide all spacers, chairs, ties, clips and other devices required for proper placement.
- D. Epoxy adhesive shall be HIT HY 200 as furnished by Hilti, Inc., Tulsa, Oklahoma.

2.02 FABRICATION

- A. Bar reinforcing shall be fabricated cold to dimensions given on the Contract Drawings. Conform to ACI standards 318 and 315 for forming hooks and bends and for detailing, fabricating, and erecting reinforcement.
- B. Reinforcing shall be accurately formed to dimensions on drawings, details and schedules within the following tolerances:
 - Sheared Length ± 1 inch
 - Stirrups, Ties and Spirals $\pm 1/2$ inch
 - All Other Bends $\pm 1/2$ inch
- C. Reinforcing shall be bent cold and shall not be straightened or bent in a manner that will injure the materials.

PART 3 - EXECUTION

3.01 INSPECTION

- A. The Contractor shall notify the Engineer twenty-four (24) hours prior to placing concrete to inspect secured reinforcing. No concrete shall be placed until reinforcing has been inspected.

3.02 INSTALLATION

- A. Placement
 - 1. Reinforcement shall be free of paint, dirt, oil, or excessive scale or rust that might reduce its bond strength with concrete.
 - 2. Reinforcement shall be accurately placed and secured against displacement before and during the placing of concrete. Provide metal chairs, supports, and spacers to secure steel in correct horizontal and vertical position. Conform to "Recommended Practice for Placing Reinforcing Bars" (CRSI) in spacing of bolsters for slab and beam bottom reinforcing and in spacing of support bars on continuous high chairs for top slab reinforcement. The use of individual high chairs is prohibited.
 - 3. No welding of bars will be allowed.
 - 4. For exposed concrete in soffits or ceilings, bar supports shall be stainless steel, plastic, or have plastic ends of an approved type in contact with forms.
 - 5. Reinforcement shall stop at expansion joints and continue through construction joints.

6. All reinforcing bars shall be supported and wired together to prevent displacement by construction loads or the placing of concrete beyond the tolerances specified below. On ground, solid concrete blocks, made of 3000 psi concrete, shall be used to support any reinforcing bars in slabs. Surfaces of blocks shall be sufficiently rough to insure proper bond with cast-in-place concrete. Reinforcement shall be secured against displacement with annealed iron wire ties or suitable clips at all intersections, except reinforcing for footings may be wired at alternate intersections.

B. Cast-in-Place Concrete Reinforcing Cover

1. Footing and grade beams cast against and permanently exposed to earth3"
2. Walls, #6 bars and larger2"
3. Piers, #5 bars, 5/8 in., wire and smaller1 1/2"
4. Structural Slabs:
 - a. Not exposed to weather or in contact with the ground3/4"
 - b. Exposed to weather or in contact with the ground1"
5. Beams, girders, columns: Principal reinforcement, ties, stirrups or spirals1 1/2"

C. Reinforcing Placing Tolerances

1. Place reinforcing as shown on drawings and schedules within the following tolerances:

Cast-in-Place Concrete Cover
to Formed Surfaces..... + 1/4 inch

Depth to Steel Reinforcing of:
24" or Less + 1/4 inch
More than 24" + 1/2 inch

Longitudinal Location of Bends
and Ends of Bars, Except at
Ends of Members + 2 inches

D. Splicing

1. Lap splices - tie securely with wire to prevent displacement during placement of concrete.
2. Splice bars only at the locations and to the lengths shown on the Contract Drawings or as accepted on the Shop Drawings.

E. Welded Wire Fabric

1. Fabric shall be shipped in flat sheets.
2. Wire fabric end and side laps shall be even multiple of wiring spacing and shall be not less than six (6") inches.
3. Wire fabric reinforcement for structural slabs shall be supported on continuous high chairs at all slab support member locations.
4. Wire fabric reinforcement for slabs on grade shall be placed in the upper third of slab depth.

5. Wire fabric for slabs on grade shall be supported on masonry blocks or other suitable supports at a spacing not to exceed four feet zero inch (4'-0") on center.
6. All exterior slabs on grade shall contain welded wire fabric unless otherwise noted.

END OF SECTION

**SECTION 03 30 00
CAST-IN-PLACE CONCRETE**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions of the Contract, including the General and Supplementary Conditions, apply to the work specified in this Section.

1.02 DESCRIPTION OF WORK

- A. Furnish all labor, supervision, materials, tools and equipment necessary for or reasonably incidental to completion of all cast-in-place concrete as shown on the Contract Drawings and/or specified herein.
- B. Work shall include all footings, piers, walls, slabs on grade, retaining walls, grade beams, structural slabs, concrete stairs and platforms and beams shown on the Contract Drawings.
- C. Pads and miscellaneous concrete as required for Mechanical and Electrical Divisions.
- D. Set anchor bolts and leveling plates specified in Division 5, Structural Steel.
- E. Place all anchors, inserts, dovetail slots, hangers, sleeves and etc. which must be encased in concrete for other Divisions.

1.03 RELATED WORK

- A. Section 03 10 00 – Concrete Formwork
- B. Section 03 20 00 – Concrete Reinforcement

1.04 QUALITY ASSURANCE

- A. Standards
 - 1. Concrete work shall conform to all requirements of ACI-301 "Specifications for Structural Concrete" latest edition.
 - 2. Design of concrete shall conform to all requirements of ACI-318 "Building Code Requirements for Structural Concrete" latest edition.
- B. Testing Agency
 - 1. The Owner will engage and pay for an independent commercial testing laboratory to test concrete used on this project.
 - 2. Testing required under Section 2.02, Proportions, shall be by an independent commercial laboratory as approved by the Engineer, and at the Contractor's expense.
- C. Quality Control
 - 1. Compression Tests
 - a. Tests shall be made in conformance with ASTM C39. Each test shall consist of four (4) cylinders made and tested by the laboratory during the progress of the project, testing as follows:

- i. One (1) - after curing seven (7) days in the field.
 - ii. Three (3) - after curing twenty-eight (28) days in the laboratory.
- b. At least one (1) test shall be made every one hundred (100 cy) cubic yards of concrete or fraction thereof, placed in any one concreting operation on any given day.
- c. Concrete for each set of cylinders shall be from any one (1) sample, representative of the entire batch.
- d. Specimens shall be made, cured and tested in accordance with ASTM C31.
- e. When concrete is pumped, test cylinders shall be made from concrete taken at the discharge end of the pumping train.
- 2. Additional tests as follows shall be made from the concrete taken to mold the cylinders.
 - a. Slump test - in accordance with ASM C143.
 - b. Air-entrainment test - in accordance with ASTM C173 or ASTM C231.
- 3. The Contractor shall notify the Engineer and the testing laboratory twenty-four (24) hours before concrete placement and shall cooperate in making of cylinders by the testing laboratory.

1.05 SUBMITTALS

A. Test Reports

- 1. Report of tests shall be submitted to the Engineer and shall include: name of job, date and location of placement, class of concrete, mix data, and slump, air content, compressive strength, age and condition of test cylinders, weight of each cylinder tested for 7 day break, type of fracture, and method of curing.
- 2. One (1) copy of all test reports shall be promptly forwarded by the testing laboratory to the Engineer, plus one (1) copy each to the Architect, Contractor and Concrete Supplier.

B. Test Results

- 1. The average of the tests for any portion of the structure shall equal or exceed the specified twenty-eight (28) day compressive strength (fc).
- 2. No single strength test shall have a value less than 90% of the specified compressive strength (fc).
- 3. Where the concrete does not comply with these requirements, the Engineer may require other tests, such as cored cylinders (in conformance with ASTM C42) or load tests, all at the Contractor's expense. Should the concrete fail to pass such tests, it shall be removed and replaced at no additional cost to the Owner. In addition, the Contractor may be required to remove and replace sound portions of structure as necessary to insure safety, appearance, and durability of the structure. Additional load tests strengthening or removal and replacement of parts of structure and any costs associated with delay of projects shall be at Contractor's expense.

C. Concrete Proportions

- 1. See Section 2.02A thru 2.02J for additional requirements.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Cement: domestic portland cement conforming to ASTM C150, Type I or Type II.
- B. Fine aggregate: natural sand conforming to ASTM C33.
- C. Coarse aggregate: crushed stone or crushed washed gravel conforming to ASTM C33.
- D. Water: clean, potable.
- E. Admixtures: Each admixture shall be approved by the Engineer. No admixtures containing calcium chloride or other water soluble chlorides will be allowed. Each manufacturer shall submit a written notarized statement to the Engineer of the chloride content of each admixture. Formulate admixtures to avoid an increase in water-cement ratio or loss of strength.
 - 1. Air entraining agent: ASTM C-260.
 - 2. Retarder - Densifier: ASTM C-494, Type D.
 - 3. Accelerator: ASTM C-494 Type C.
 - 4. Water-reducing agent: ASTM C-494, Type A.
- F. Non-shrink non-metallic grout: CE CRD C-621.
- G. Curing and sealing compound: Fed. Spec. TT-C-800A Type I, ASTM C-309.
- H. Polyethylene film: white opaque, reinforced six (6) mils thick.
- I. Curing paper shall be the approved equal of Sisalkraft Paper "Orange Label" that conforms with ASTM C171, Type I.
- J. Premolded joint filler shall be a preformed bituminous expansion type that conforms to ASTM D-994. Joint material thickness shall be one-half (1/2") inch thick, except as otherwise indicated on the drawings.

2.02 PROPORTIONS

- A. Concrete mix proportions shall be selected to produce an average compressive strength exceeding the required twenty-eight (28) day compressive strength (fc) in accordance with ACI 318 Chapter 5.3, proportioning on basis of field experience, or trial mixtures, or both. The Contractor shall submit to the Engineer the concrete strength to which the materials were proportioned, and copies of any records that the concrete supplier may have showing standard deviations in previous mixes.
- B. Mix proportions shall be as outlined in ACI 301Section 4 by the testing laboratory.
- C. Where a concrete production facility has a record, based on at least thirty (30) consecutive strength tests that represent similar materials and conditions to those expected, required average compressive strength used as the basis for selecting concrete proportions shall exceed required fc at designated test age by at least:
 - 400 psi if standard deviation is less than 300 psi
 - 550 psi if standard deviation is 300 to 400 psi
 - 700 psi if standard deviation is 400 to 500 psi

900 psi if standard deviation is 500 to 600 psi

1. If standard deviation exceeds 600 psi, concrete proportions shall be selected to produce an average strength at least 1200 psi greater than required f_c .
- D. Strength test data for determining standard deviation shall be considered to comply with Section 2.02C, if data represents either a group of at least thirty (30) consecutive tests or a statistical average for two (2) groups totaling thirty (30) or more tests.
- E. Strength tests used to establish standard deviation shall represent concrete produced to meet a specified strength or strengths within 1000 psi of that specified for the proposed work.
- F. Changes in materials and proportions within the population of background tests used to establish standard deviation shall not have been more closely restricted than for the proposed work.
- G. After sufficient experience and test data become available from the job, using ACI 211 methods of evaluation, the standard deviation may be reduced when the probable frequency of tests more than 500 psi below required compressive strength will not exceed one in one-hundred (1 in 100), and that probable frequency of an average of three (3) consecutive tests below required compressive strength will not exceed one in one hundred (1 in 100).
- H. If it is intended to place any concrete by pumping, a corresponding mix shall be designed for such placement and so designated.
- I. No concrete shall be placed until tests of design mixes show a twenty-eight (28) day average compressive strength at least equal to the specified design compressive strength or until the concrete design mix proportions have been accepted by the Engineer.
- J. Contractor shall submit the following data:
 1. Fine aggregate - organic content, sieve analysis, fineness modulus and specific gravity.
 2. Coarse aggregate - sieve analysis and average weight loss in accordance with ASTM C-33.
 3. Mix design, including cement brand, proportions of aggregate by weight, slump, water-cement ratio, percentage of air.
 4. Thirty (30) twenty-eight (28) day compressive test results on proposed mix that comply with Section 2.02C.
 5. Admixture-types, brand and quantity.

2.03 SPECIFIC REQUIREMENTS

- A. Concrete for all the parts of the work shall be 3,000 psi at twenty-eight (28) days and meet the values shown in the following Table:

Min. compressive strength @ 28 days (psi)	3,000
Slump (inches)	2 1/2 - 4
Max. size coarse aggregate (inches).....	1 1/2
Max. size coarse aggregate for suspended slabs and pumped concrete (inches).....	3/4
Max. size coarse aggregate for minimum 5 inch thick slab on grade (inches)	1 1/2
Min. cement factor (sacks per cy).....	5 1/2

1. Water content shall include surface water in aggregates.
- B. Concrete for Interior Slabs shall also conform to the following requirements:

Min. compressive strength @ 28 days (psi) 3,000
 Maximum water cement ratio shall be 0.48
 Min. cement factor (sacks per C.Y.) 5 1/2

1. Mix shall include a mid-range water reducer such as Polyheed 997 as manufactured by Master Builders, Inc. or equivalent.
2. Mix shall be proportioned to provide a maximum 5" slump at point of discharge.
3. Interior concrete slabs-on-grade shall not be air entrained.

- C. Concrete for exterior flatwork shall be 5,000 psi at twenty-eight (28) days and meet the values shown in the following Table:

Min. compressive strength @ 28 days (psi) 5,000
 Slump (inches) 2 1/2 - 4
 Max. size coarse aggregate (inches)..... 1 1/2
 Max. size coarse aggregate for suspended slabs and pumped concrete (inches) 1
 Max. size coarse aggregate for minimum 5 inch thick slab on grade (inches) 1 1/2
 Min. cement factor (sacks per cy)..... 6 1/2

1. Water content shall include surface water in aggregates.

- D. All concrete exposed to the weather, including site work, shall be air-entrained as follows:

Air Content	
Maximum Size Aggregate	% by Volume
1 1/2 inch	4 - 7
1 inch.....	4.5 - 7.5
3/4 inch.....	4.5 - 7.5
1/2 inch.....	5.5 - 8.5
3/8 inch.....	6 - 9

- E. Variations of proportions may be permitted to produce more workable materials on approval by the Engineer.

PART 3 - EXECUTION

3.01 PRIOR TO PLACING CONCRETE

- A. Soil bottoms for footings and slabs shall be accepted by the Engineer before placing concrete. The subgrade shall be free of frost before concrete placing begins.
- B. All debris, sawdust, ice, etc., is to be cleaned from place of deposit before concrete is placed.
- C. All water is to be removed from place of deposit before concrete is placed. Provide drainage or pumping as required to maintain dry excavation until concrete has taken initial set.
- D. All conduits and piping are to be dug into subgrade sufficiently so as to provide uniform slab thickness.
- E. Prior to placing any concrete, the Contractor shall notify the Engineer twenty-four (24) hours in advance so that formwork and reinforcing may be inspected. Do not place concrete until inspection has been made or waived.
- F. All dowels, anchor bolts, sleeves, inserts and other embedded items shall be set with the aid of

templates and shall be securely positioned in place prior to the placement of concrete.

3.02 MIXING

- A. Concrete shall be ready-mixed in conformance with the requirements of ASTM C94 for measurement of materials, batching, mixing and delivery, and shall be discharged within one and one-half (1 1/2) hours after water is first added to the mix, except that in unusually hot weather, this maximum time may be reduced.
- B. Mixing and conveying equipment shall be thoroughly clean and free from hardened concrete and foreign materials before concrete operation is started.
- C. All materials including water shall be added to ready-mixed concrete at the batching plant. Water shall not be added to the mix on the project site. Mixing shall be continued for at least one and one-half (1 1/2) minutes prior to its use.
- D. Mixer shall produce thoroughly mixed, uniform mass, and discharge mixture without segregation. Entire batch shall be discharged before mixer is recharged.
- E. Partially hardened concrete shall not be retempered or used.
- F. Delivery Tickets
 - 1. One (1) copy of all concrete delivery tickets shall be furnished to the Engineer on request. Contractor shall note on tickets location of placement. Delivery tickets shall provide the following information:
 - a. Date and truck number
 - b. Name of ready-mix batch plant
 - c. Contractor and job location
 - d. Cement brand, type mix number and weight in pounds
 - e. Fine aggregate weight in pounds
 - f. Maximum size of aggregate
 - g. Coarse aggregate weight in pounds
 - h. Water in gallons
 - i. Admixture, name and amount in concrete, if any
 - j. Amount of concrete in cubic yards
 - k. Time mix left plant

3.03 DEPOSITING CONCRETE

- A. Depositing of all concrete shall be in accordance with ACI 304.
- B. Concreting shall conform to the requirements of ACI 305 or ACI 306 in hot or cold weather as required. See Section 3.07.
- C. All Contractors whose work is related to the concrete or must be supported by it shall be given ample notice and opportunity to introduce and/or furnish embedded items before the concrete is placed.
- D. Unless adequate protection is provided, and approved by the Engineer, concrete shall not be placed during rain, sleet, or snow.
- E. Concrete shall be conveyed from the mixer to the place of final deposit in a practically continuous flow by methods which will prevent the separation or loss of the ingredients. It shall be placed in the forms or on grade as nearly as practicable to its final position and shall be thoroughly vibrated around all reinforcing bars and mesh to assure complete absence of voids. Under no

circumstances shall partially hardened concrete be placed in the work. Concrete shall be prohibited from free-falling in excess of four (4) feet.

- F. Concrete may be pumped. Use of aluminum alloys in the pumping train is prohibited.
- G. Concrete shall be thoroughly compacted and worked into the forms and around the reinforcing by means of suitable mechanical vibrators. Sufficient vibrators shall be on hand to allow for breakdowns. Vibrators shall be run deep into the concrete and shall remain in one position until the concrete is thoroughly compacted, but not long enough to cause segregation of the aggregates.
- H. Vertical lifts shall not exceed eighteen (18") inches. Vibrate through successive lifts to avoid pour lines. Vibrate first lift thoroughly until top of lift glistens to avoid stone pockets, honeycomb, and segregation.
- I. Concrete shall be deposited continuously, and in layers of such thickness that no concrete will be deposited on concrete which has hardened sufficiently to cause formation of seams and planes of weakness within section. If section cannot be placed continuously between planned construction joints, as specified, field joint and additional reinforcement shall be introduced so as to preserve structural continuity. Engineer shall be notified in any such case.
- J. Unless otherwise permitted, the work shall be so executed that a section begun on any day shall be completed in daylight on the same day.
- K. Cold joints, particularly in exposed concrete, including "honeycomb", are unacceptable. If they occur in concrete surfaces exposed to view, Engineer may require that entire section in which blemish occurs be removed and replaced with new materials at Contractor's expense.

3.04 CONSTRUCTION AND CONTROL JOINTS

- A. Walls, Columns, Beams, and Slab on Grade, and Structural Slab
 - 1. No additional construction joints, except those shown on the Contract Drawings, accepted on the shop drawings, or accepted by the Engineer will be allowed.
 - 2. The surface of the concrete at all joints shall be hard and thoroughly cleaned prior to placing adjoining concrete.
 - 3. The cured or partially cured concrete of construction joints, except at locations noted below, shall be dampened (but not saturated) immediately prior to the placing of fresh concrete.
 - 4. The face of hardened concrete joints in exposed work and joints in the middle of beams, girders and slabs shall be dampened (but not saturated) and then thoroughly covered with a coat of neat cement grout of similar proportions to the mortar in the concrete. The grout shall be as thick as possible on vertical surfaces and at least one-quarter (1/4") inch thick on horizontal surfaces. The fresh concrete shall be placed before the grout has attained its initial set.
 - 5. Construction joints shall be constructed with reinforcing continuous through joint unless otherwise shown. All key bulkhead joints shall be constructed with a key depth of one-third (1/3) the total thickness unless otherwise shown.
 - 6. Sawcut control joints in slabs shall be saw cut within twenty-four (24) hours of concrete placement. Control joint shall be sawed to depth of one-quarter (1/4) of the slab thickness.
 - 7. Unless otherwise shown on the Drawings, slabs on grade shall be broken down into sections with control and/or construction joints that do not exceed six hundred fifty (650 sf) square feet area and whose dimensions do not exceed a one and one-half to one (1 1/2 to 1) ratio.

3.05 FINISHED CONCRETE SURFACES

A. Walls

1. It is the intent of this Specification that forming operations be performed in a manner which will produce sound concrete surfaces, free of bulges and offsets, with a minimum of fins, blemishes due to form defects and honeycomb areas.
2. Any exposed concrete which is not formed as shown on the Plans, or for any reason is out of alignment or level beyond tolerance specified, or shows a defective surface, shall be considered as not conforming with the intent of these Specifications; and shall be removed from the job by the Contractor, at his expense, unless the Engineer grants permission to patch the defective area.
3. Immediately after removing forms, all concrete surfaces shall be inspected and any pour joints, voids, pockets, or other surface defects shall be repaired at once, before the concrete is thoroughly dry.
4. Cut out surface defects which do not impair structural strength to 1 inch depth and refill with fresh concrete. Thoroughly wet cuts immediately prior to filling with stiff concrete of approximately the same mix as the adjoining work. After a partial set, compress and rub to produce a finish similar in texture and color to adjoining work.
5. Clean all exposed surfaces, concrete and adjoining work stained by the leakage of concrete.
6. Remove wood cones remaining after the rods are snapped off, and fill holes with a concrete mortar finished to the same color and texture of surrounding concrete.
7. All surfaces on both the interior and exterior, which are exposed or are within six (6) inches of being exposed in the completed building, shall have a "rubbed finish" (i.e., smooth rubbed finish, or grout cleaned finish). Parging will not be accepted. Finish all rubbed concrete surfaces in accordance with ACI 301, Section 5.3.3.4.
8. Do not clean, rub or patch in freezing temperatures, or when frost is on concrete surface.
9. Permission to patch does not imply waiver of Engineer's right to require complete removal and replacement of said work if, in Engineer's opinion, said patching does not satisfactorily restore quality and appearance of work.

B. Slabs Finishing

1. All interior concrete slabs shall be finished by screeding, floating, floated finish, and steel troweled to a smooth even surface in accordance with ACI 301, Section 5.3.4, unless otherwise noted.
2. All exterior steps and slabs and interior slab scheduled for toppings shall be finished by screed floating, floated finish and broom finish in accordance with ACI 301, Section 5.3.4.
3. Any slab surface finish not specified shall be finished in accordance with ACI 301, Section 5.3.4.2.j.
4. No dry cement or other materials shall be applied to surface of any concrete slab to absorb moisture prior to finishing.
5. Provide a positive pitch to all floor drains as shown. Pitch exterior slabs away from the building as shown on the Drawings.

6. Provide one-eighth (1/8) inch radius tooled edging at all exposed slabs and/or sidewalk edges.
7. Provide proper depression in concrete to accept specified finish floor materials.

C. Stairs

1. Stair treads, landing slabs, and platforms shall be floated and given a troweled finish, as outlined above.

3.06 CURING

- A. All concrete shall be kept constantly moist and protected against any drying action for not less than seven (7) days after placing of the concrete, and shall be accomplished in the following manner:
1. Walls, Beams and Columns
 - a. Formwork shall not be removed for a minimum of three (3) days.
 - b. For the remainder of the curing period, the concrete shall be kept moist by the application of absorptive mats or other moisture retaining covering as accepted by the Engineer, kept continuously wet or curing compounds. Application of curing compound is to follow immediately behind form removal to prevent surface from drying out.
 2. All slabs, either slab on grade or suspended slabs, shall be cured using curing paper.
 3. Where concrete is cured by curing paper, cover surface immediately after finishing. Joints shall be lapped five (5") inches, and squeegee curing paper to remove wrinkles. Repair all rips and tears until end of curing period.
 4. The use of curing compounds on exterior slab on grade construction (sidewalks) is not permitted.

3.07 CONCRETING PRECAUTION FOR WEATHER EXTREME

- A. Cold weather: Precautions shall be taken when the temperature is at or below 40 degrees F, or at 45 degrees F and falling, in accordance with "Guide to Cold Weather Concreting", ACI 306.
1. Set up a proper enclosure and heat to 50 degrees F for at least four (4) hours before starting any pour.
 2. Use a water-reducing admixture with an accelerated set, but do not use or rely upon any materials as an "antifreeze".
 3. Use vented heaters with blowers so placed that they do not produce localized hot spots which may dry out the concrete.
 4. Maintain the temperature of the concrete at not less than 50 degrees F for seventy-two (72) hours and at above freezing for an additional seven (7) days. The temperature shall then be allowed to drop gradually to the exterior air temperature before the enclosure is removed at the rate of not more than 5 degrees F per hour nor 50 degrees F in any twenty-four (24) hour period before discontinuing.
 5. All frozen concrete shall be removed from the job and replaced.
- B. Hot weather: Precautions shall be taken when the temperature is at or above 75 degrees F, or

at 70 degrees F and rising, in accordance with "Guide to Hot Weather Concreting", ACI 305. No concrete shall be placed when the air temperature is above 90 degrees F, unless the air is still and relative humidity is above eighty (80%) percent.

1. Set up proper windbreakers for concrete surfaces wherever the relative humidity is less than 70% for slight air motion or 80% for light breezes.
2. Provide shade for placements otherwise exposed to the sun.
3. Concrete is to be at a temperature of 80 degrees F, or less when placed. If necessary, the batching plant shall cool the aggregate by spraying or by using chilled water or ice. All such water shall be accounted for as part of the mixing water.
4. Use an admixture with a retarded set.
5. All forms shall be thoroughly wetted at least daily, and more often when the relative humidity is low.
6. For slabs, maintain the required materials for curing at hand so they may be placed immediately upon steel troweling. When the concrete temperature of any slab goes above 100 degrees F, place a layer of sand on it and keep it continuously wet until the temperature is below 90 degrees F.

3.08 CONCRETE MOUNTS FOR MECHANICAL EQUIPMENT

- A. Furnish and place all concrete platforms, curbs, piers, etc., required for mechanical equipment as called for in the Mechanical Drawings. Set all anchor bolts, etc., as required.

3.09 GROUTING

- A. Install non-shrink grout under all structural steel column base plates, leveling plates and bearing plates.
- B. Non-shrink grout shall be mixed in accordance with the manufacturer's printed instructions. Bedding grout shall be placed solidly between the bearing surface and base or plate to ensure that no voids remain. Finish edges at 45 degree bevel and properly cure grout.

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Building demolition excluding removal of hazardous materials and toxic substances.
- B. Selective demolition of built site elements.
- C. Selective demolition of building elements for alterations purposes.
- D. Abandonment and removal of existing utilities and utility structures.

1.02 RELATED REQUIREMENTS

- A. Drawings for Limitations on Contractor's use of site and premises.
- B. Drawings for description of items to be salvaged or removed for re-use by Contractor.
- C. Section 015000 - Construction Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- D. Section 016000 – Materials and Equipment: Handling and storage of items removed for salvage and relocation.
- E. Section 017000 - Contract Closeout: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2004.

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Site Plan: Showing:
 - 1. Areas for temporary construction and field offices.
- C. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
 - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.
 - 2. Identify demolition firm and submit qualifications.
 - 3. Include a summary of safety procedures.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

1.05 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Company specializing in the type of work required.
1. Minimum of 5 years of documented experience.

PART 2 PRODUCTS

2.01 MATERIALS

PART 3 EXECUTION

3.01 SCOPE

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with other requirements specified in Section 017000.
- B. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
1. Obtain required permits.
 2. Comply with applicable requirements of NFPA 241.
 3. Use of explosives is not permitted.
 4. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 5. Provide, erect, and maintain temporary barriers and security devices.
 6. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
 7. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 8. Do not close or obstruct roadways or sidewalks without permit.
 9. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
 10. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- C. Do not begin removal until vegetation to be relocated has been removed and specified measures have been taken to protect vegetation to remain.
- D. Protect existing structures and other elements that are not to be removed.
1. Provide bracing and shoring.
 2. Prevent movement or settlement of adjacent structures.
 3. Stop work immediately if adjacent structures appear to be in danger.
- E. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- F. If hazardous materials are discovered during removal operations, stop work and notify Architect and Hospital; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.
- G. Hazardous Materials: Comply with 29 CFR 1926 and state and local regulations.
- H. Perform demolition in a manner that maximizes salvage and recycling of materials.
1. Comply with requirements of Section 017419 - Waste Management.
 2. Dismantle existing construction and separate materials.

3. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.

3.03 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Hospital.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Hospital.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.
- H. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone; identify and mark utilities to be subsequently reconnected, in same manner as other utilities to remain.

3.04 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 1. Verify that construction and utility arrangements are as shown.
 2. Report discrepancies to Architect before disturbing existing installation.

3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Separate areas in which demolition is being conducted from other areas that are still occupied.
 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 015000 in locations indicated on drawings.
 2. Provide sound retardant partitions of construction indicated on drawings in locations indicated on drawings.
 - C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
 - D. Remove existing work as indicated and as required to accomplish new work.
 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 2. Remove items indicated on drawings.
 - E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, and Electrical): Remove existing systems and equipment as indicated.
 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 3. See Section 011000 for other limitations on outages and required notifications.
 4. Verify that abandoned services serve only abandoned facilities before removal.
 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
 - F. Protect existing work to remain.
 1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
 4. Patch as specified for patching new work.

3.05 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Remove from site all materials not to be reused on site; comply with requirements of Section 017419 - Waste Management.
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

SECTION 06 10 00
ROUGH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Sheathing.
- B. Roof-mounted curbs.
- C. Preservative treated wood materials.
- D. Fire retardant treated wood materials.
- E. Miscellaneous framing and sheathing.
- F. Miscellaneous wood nailers, furring, and grounds.
- G. Wall sheathing with factory applied water-resistive and air barrier sheet.

1.02 RELATED REQUIREMENTS

- A. Not Used.

1.03 REFERENCE STANDARDS

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2016a.
- B. ASTM E2178 - Standard Test Method for Air Permeance of Building Materials; 2013.
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2018.
- D. AWPA U1 - Use Category System: User Specification for Treated Wood; 2017.
- E. PS 1 - Structural Plywood; 2009.
- F. PS 20 - American Softwood Lumber Standard; 2015.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.
- B. Fire Retardant Treated Wood: Prevent exposure to precipitation during shipping, storage, or installation.

1.06 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
 - 2. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
- B. Lumber fabricated from old growth timber is not permitted.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Sizes: Nominal sizes as indicated on drawings, S4S.

- B. Moisture Content: S-dry or MC19.
- C. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No. 2 or Standard Grade.
 - 2. Boards: Standard or No. 3.

2.03 CONSTRUCTION PANELS

- A. Wall Sheathing: Plywood, PS 1, Grade CD Exposure 1 - Fire Rated for concealed blocking as noted on drawings and as required for all equipment, coordinate as required. Provide metal sub framing as required to properly support panels..
- B. Wall Sheathing: Glass mat faced gypsum with integral water-resistive and air barrier, ASTM C1177/C1177M, 5/8 inch (15.9 mm) thick.
 - 1. Edges: Square.
 - 2. Water Vapor Permeance: 1 perm (57.5 ng/(Pa s sq m)), minimum, when tested in accordance with ASTM E96/E96M.
 - 3. Air Permeance, Sheathing: 0.001 cfm per square foot (0.005 L/s per sq m), maximum, when tested in accordance with ASTM E2178.
 - 4. Fluid-Applied Flashing: Approved by sheathing manufacturer.
 - 5. Warranty:
 - a. Effective Drainage Warranty: 12 years, dated from installation of product, when sheathing is used as substrate under approved, water-managed exterior insulation finish system (EIFS).
 - 6. Manufacturers:
 - a. Georgia-Pacific LLC; DensElement Barrier System: www.DensElement.com/#sle.
 - b. Tremco Commercial Sealants & Waterproofing; Securock ExoAir 430 Panel: www.tremcosealants.com/#sle.
- C. Communications and Electrical Room Mounting Boards: PS 1 A-D plywood, or medium density fiberboard; 3/4 inch (19 mm) thick; flame spread index of 25 or less, smoke developed index of 450 or less, when tested in accordance with ASTM E84.
- D. Other Applications:
 - 1. Plywood Concealed From View But Located Within Exterior Enclosure: PS 1, C-C Plugged or better, Exterior grade.
 - 2. Plywood Exposed to View But Not Exposed to Weather: PS 1, A-D, or better.
 - 3. Other Locations: PS 1, C-D Plugged or better.

2.04 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
 - 2. Drywall Screws: Bugle head, hardened steel, power driven type, length three times thickness of sheathing.
- B. Sill Gasket on Top of Foundation Wall: 1/4 inch (6 mm) thick, plate width, closed cell plastic foam from continuous rolls.

2.05 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
 - 1. Fire-Retardant Treated Wood: Mark each piece of wood with producer's stamp indicating compliance with specified requirements.
 - 2. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.
- B. Fire Retardant Treatment:

1. Interior Type A: AWP U1, Use Category UCFA, Commodity Specification H, low temperature (low hygroscopic) type, chemically treated and pressure impregnated; capable of providing a maximum flame spread index of 25 when tested in accordance with ASTM E84, with no evidence of significant combustion when test is extended for an additional 20 minutes.
 - a. Kiln dry wood after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood.
 - b. Treat rough carpentry items as indicated .
 - c. Do not use treated wood in applications exposed to weather or where the wood may become wet.
- C. Preservative Treatment:
 1. Preservative Pressure Treatment of Lumber Above Grade: AWP U1, Use Category UC3B, Commodity Specification A using waterborne preservative.
 - a. Kiln dry lumber after treatment to maximum moisture content of 19 percent.
 - b. Treat lumber in contact with roofing, flashing, or waterproofing.
 - c. Treat lumber in contact with masonry or concrete.
 - d. Treat lumber less than 18 inches (450 mm) above grade.
 - e. Treat lumber in other locations as indicated.
 2. Preservative Pressure Treatment of Plywood Above Grade: AWP U1, Use Category UC2 and UC3B, Commodity Specification F using waterborne preservative.
 - a. Kiln dry plywood after treatment to maximum moisture content of 19 percent.
 - b. Treat plywood in contact with roofing, flashing, or waterproofing.
 - c. Treat plywood in contact with masonry or concrete.
 - d. Treat plywood less than 18 inches (450 mm) above grade.

PART 3 EXECUTION

3.01 PREPARATION

- A. Install sill gasket under sill plate of framed walls bearing on foundations; puncture gasket cleanly to fit tightly around protruding anchor bolts.

3.02 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

3.03 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated. All blocking to be fire rated.
- C. Provide the following specific non-structural framing and blocking:
 1. Cabinets and shelf supports.
 2. Wall brackets.
 3. Handrails.
 4. Grab bars.
 5. Towel and bath accessories.
 6. Wall-mounted door stops.
 7. Joints of rigid wall coverings that occur between studs.
 8. All equipment noted on the FFE and Equipment Schedule on drawing A-700..

3.04 INSTALLATION OF CONSTRUCTION PANELS

- A. Wall Sheathing: Secure with long dimension perpendicular to wall studs, with ends over firm bearing and staggered, using nails, screws, or staples.
- B. Communications and Electrical Room Mounting Boards: Secure with screws to studs with edges over firm bearing; space fasteners at maximum 24 inches (610 mm) on center on all edges and into studs in field of board.
 - 1. At fire-rated walls, install board over wall board indicated as part of the fire-rated assembly.
 - 2. Where boards are indicated as full floor-to-ceiling height, install with long edge of board parallel to studs.
 - 3. Install adjacent boards without gaps.

3.05 SITE APPLIED WOOD TREATMENT

- A. Apply preservative treatment compatible with factory applied treatment at site-sawn cuts, complying with manufacturer's instructions.
- B. Allow preservative to dry prior to erecting members.

3.06 CLEANING

- A. Waste Disposal: Comply with the requirements of Section 01 74 19 - Construction Waste Management and Disposal.
 - 1. Comply with applicable regulations.
 - 2. Do not burn scrap on project site.
 - 3. Do not burn scraps that have been pressure treated.
 - 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION

SECTION 079000

JOINT SEALERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Sealants and joint backing.
- B. Precompressed foam sealers.

1.02 RELATED REQUIREMENTS

- A. Section 092100 - Gypsum Board Assemblies: Acoustic sealant.

1.03 REFERENCE STANDARDS

- A. ASTM C 834 - Standard Specification for Latex Sealants; 2005.
- B. ASTM C 919 - Standard Practice for Use of Sealants in Acoustical Applications; 2002.
- C. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants; 2005.
- D. ASTM C 1193 - Standard Guide for Use of Joint Sealants; 2005a.

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating sealant chemical characteristics, performance criteria, limitations, and VOC information.

1.05 QUALITY ASSURANCE

- A. Maintain one copy of each referenced document covering installation requirements on site.

1.06 ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.07 COORDINATION

- A. Coordinate the work with all sections referencing this section.

1.08 WARRANTY

- A. See Section 017000 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Polyurethane Sealants:
 - 1. Bostik, Inc; Product : www.bostik-us.com.
 - 2. Pecora Corporation; Product : www.pecora.com.
 - 3. BASF Construction Chemicals, Inc; Product : www.chemrex.com.
 - 4. Substitutions: See Section 01600 - Product Requirements.
- B. Acrylic Emulsion Latex Sealants:
 - 1. Bostik, Inc: www.bostik-us.com.

2. Pecora Corporation: www.pecora.com.
 3. BASF Construction Chemicals, Inc: www.chemrex.com.
 4. Substitutions: See Section 01600 - Product Requirements.
- C. Preformed Compressible Foam Sealers:
1. Emseal Joint Systems, Ltd: www.emseal.com.
 2. Sandell Manufacturing Company, Inc: www.sandellmfg.com.
 3. Substitutions: See Section 01600 - Product Requirements.

2.02 SEALANTS

- A. Type 1 - General Purpose Exterior Sealant: Polyurethane; ASTM C 920, Grade NS, Class 25, Uses M, G, and A; single component.
1. Color: color as selected to match the adjacent surfaces and materials.
 2. Applications: Use for:
 - a. Control, expansion, and soft joints in masonry & EFIS (coordinate with EFIS manufacturer).
 - b. Joints between concrete and other materials.
 - c. Joints between metal frames and other materials.
 - d. Other exterior joints for which no other sealant is indicated.
- B. Type 2 - Exterior Expansion Joint Sealer: Precompressed foam sealer; urethane with water-repellent;
1. Color: Black.
 2. Size as required to provide weathertight seal when installed.
- C. Type 3 - General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C 834, Type OP, Grade NF single component, paintable.
1. Color: Standard colors matching finished surfaces.
 2. Applications: Use for:
 - a. Interior wall and ceiling control joints.
 - b. Joints between door and window frames and wall surfaces.
 - c. Other interior joints for which no other type of sealant is indicated.
- D. Type 4 - Acoustical Sealant: Butyl or acrylic sealant; ASTM C 920, Grade NS, Class 12-1/2, Uses M and A; single component, solvent release curing, non-skinning.
1. Applications: Use for concealed locations only:
 - a. Sealant bead between top stud runner and structure and between bottom stud track and floor.

2.03 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D 1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate surfaces are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

3.02 PREPARATION

- A. Remove loose materials and foreign matter which might impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C 1193.
- D. Protect elements surrounding the work of this section from damage or disfigurement.

3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C 1193.
- C. Perform acoustical sealant application work in accordance with ASTM C 919.
- D. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- E. Install bond breaker where joint backing is not used.
- F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- G. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- H. Tool joints concave.
- I. Precompressed Foam Sealant: Do not stretch; avoid joints except at corners, ends, and intersections; install with face 1/8 to 1/4 inch (3 to 6 mm) below adjoining surface.

3.04 CLEANING

- A. Clean adjacent soiled surfaces.

3.05 PROTECTION

- A. Protect sealants until cured.

END OF SECTION

SECTION 092100

GYPSUM BOARD ASSEMBLIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Metal stud wall framing, where not shown in Cold formed metal framing section.
- B. Metal channel ceiling framing.
- C. Acoustic insulation.
- D. Gypsum wallboard.
- E. Joint treatment and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 061000 - Rough Carpentry: Wood blocking product and execution requirements.
- B. Section 079200 - Joint Sealants: Acoustic sealant.

1.03 REFERENCE STANDARDS

- A. AISI SG02-1 - North American Specification for the Design of Cold-Formed Steel Structural Members; American Iron and Steel Institute; 2001 with 2004 supplement. (replaced SG-971)
- B. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2006a.
- C. ASTM C 475/C 475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2002.
- D. ASTM C 557 - Standard Specification for Adhesives for Fastening Gypsum Wallboard to Wood Framing; 2003.
- E. ASTM C 645 - Standard Specification for Nonstructural Steel Framing Members; 2007.
- F. ASTM C 665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2006.
- G. ASTM C 754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 2004.
- H. ASTM C 840 - Standard Specification for Application and Finishing of Gypsum Board; 2007.
- I. ASTM C 954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness; 2004.
- J. ASTM C 1002 - Standard Specification for Steel Self-Piercing Tapping Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2004.
- K. ASTM C 1047 - Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base; 2005.
- L. ASTM C 1396/C 1396M - Standard Specification for Gypsum Board; 2006a.
- M. ASTM E 72 - Standard Test Methods of Conducting Strength Tests of Panels for Building Construction; 2005.
- N. ASTM E 90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2004.

- O. ASTM E 413 - Classification for Rating Sound Insulation; 2004.
- P. GA-216 - Application and Finishing of Gypsum Board; Gypsum Association; 2007.
- Q. GA-600 - Fire Resistance Design Manual; Gypsum Association; 2006.
- R. UL (FRD) - Fire Resistance Directory; Underwriters Laboratories Inc.; current edition.

1.04 SUBMITTALS

- A. Shop Drawings: Indicate special details associated with fireproofing and acoustic seals.
- B. Product Data: Provide data on metal framing, gypsum board, accessories, and joint finishing system.
- C. Product Data: Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.
- D. Test Reports: For all stud framing products that do not comply with ASTM C 645 or C 754, provide independent laboratory reports showing maximum stud heights at required spacings and deflections.

PART 2 PRODUCTS

2.01 GYPSUM BOARD ASSEMBLIES

- A. Provide completed assemblies complying with ASTM C 840 and GA-216.
- B. Interior Partitions Indicated as Acoustic: Provide completed assemblies with the following characteristics:
 - 1. Acoustic Attenuation: STC of 50 min calculated in accordance with ASTM E 413, based on tests conducted in accordance with ASTM E 90.
- C. Fire Rated Assemblies: Provide completed assemblies complying with applicable code.
 - 1. Gypsum Association File Numbers: Comply with requirements of GA-600 for the particular assembly.
 - 2. UL Assembly Numbers: Provide construction equivalent to that listed for the particular assembly in the current UL Fire Resistance Directory.

2.02 METAL FRAMING MATERIALS

- A. Manufacturers - Metal Framing, Connectors, and Accessories:
 - 1. Dietrich Metal Framing: www.dietrichindustries.com.
 - 2. Marino-Ware: www.marinoware.com.
 - 3. Substitutions: See Section 01600 - Product Requirements.
- B. Non-Loadbearing Framing System Components: ASTM C 645; galvanized sheet steel, of size and properties necessary to comply with ASTM C 754 for the spacing indicated, with maximum deflection of wall framing of L/240 at 5 psf (240 Pa).
 - 1. Exception: The minimum metal thickness and section properties requirements of ASTM C 645 are waived provided steel of 40 ksi (275 MPa) minimum yield strength is used, the metal is continuously dimpled, the effective thickness is at least twice the base metal thickness, and maximum stud heights are determined by testing in accordance with ASTM E 72 using assemblies specified by ASTM C 754.
 - 2. Studs: "C" shaped with flat or formed webs with knurled faces.
 - 3. Runners: U shaped, sized to match studs.
 - 4. Ceiling Channels: C shaped.
 - 5. Furring: Hat-shaped sections, minimum depth of 7/8 inch (22 mm).
- C. Loadbearing Studs for Application of Gypsum Board: Not used.
- D. Ceiling Hangers: Type and size as specified in ASTM C 754 for spacing required. Provide seismic bracing as required to meet ASTM C635 for Seismic Design Category C. Minimum 12

ga hangers. Friction clips are not allowed.

- E. Partition Head to Structure Connections: Provide mechanical anchorage devices that accommodate deflection using slotted holes, screws and anti-friction bushings, preventing rotation of studs while maintaining structural performance of partition.
 - 1. Structural Performance: Maintain lateral load resistance and vertical movement capacity required by applicable code, when evaluated in accordance with AISI North American Specification for the Design of Cold-Formed Steel Structural Members.
 - 2. Material: ASTM A 653/A 653M steel sheet, SS Grade 50/340, with G60/Z180 hot dipped galvanized coating.
 - 3. Provide components UL-listed for use in UL-listed fire-rated head of partition joint systems indicated on drawings.
 - 4. Provide top track preassembled with connection devices spaced to fit stud spacing indicated on drawings; minimum track length of 12 feet (3660 mm).

2.03 GYPSUM BOARD MATERIALS

- A. Manufacturers:
 - 1. National Gypsum Company: www.nationalgypsum.com.
 - 2. USG: www.usg.com.
- B. Gypsum Wallboard: ASTM C 1396/C 1396M. Sizes to minimize joints in place; ends square cut.
 - 1. Abuse Resistant Type: (USG Sheetrock Gypsum Panels)
 - a. Application: Use for vertical surfaces and ceilings, unless otherwise indicated.
 - b. Thickness: 5/8 inch (16 mm) unless noted otherwise on drawings.
 - c. Edges: Tapered.
 - 2. Water Resistant/Abuse Resistant Type: (USG Fiberock Aqua-Tough Panels, or equal)
 - a. Application: Use for vertical surfaces and ceilings in locations where water resistant gypsum board is called for in the finish schedule, unless otherwise indicated. At a minimum this is all walls and ceiling in all Toilets.
 - b. Thickness: 5/8 inch (16 mm) unless noted otherwise on drawings.
 - c. Edges: Tapered.

2.04 ACCESSORIES

- A. Acoustic Insulation: ASTM C 665; preformed glass fiber, friction fit type, unfaced. Thickness: 3 inch (mm). Install as per batt insulation requirements of insulation section 072116.
- B. Acoustic Sealant: Non-hardening, non-skinning, for use in conjunction with gypsum board. All exposed sealant to be non-pickable type, see Sealant section.
- C. Water-Resistive Barrier: Provide fluid applied waterproof barrier under all new showers up wall a minimum of 8".
- D. Finishing Accessories: ASTM C 1047, galvanized steel or rolled zinc, unless otherwise indicated.
 - 1. Types: As detailed or required for finished appearance.
 - 2. Special Shapes: In addition to conventional cornerbead and control joints, provide U-bead at exposed panel edges.
- E. Joint Materials: ASTM C 475 and as recommended by gypsum board manufacturer for project conditions.
 - 1. Tape: 2 inch (50 mm) wide, coated glass fiber tape for joints and corners, except as otherwise indicated.
 - 2. Tape: 2 inch (50 mm) wide, creased paper tape for joints and corners, except as otherwise indicated.
 - 3. Ready-mixed vinyl-based joint compound.
 - 4. Chemical hardening type compound.

- F. Screws: ASTM C 1002; self-piercing tapping type; cadmium-plated for exterior locations.
- G. Screws: ASTM C 954; steel drill screws for application of gypsum board to loadbearing steel studs and wood trusses and joists where required (in conjunction with adhesive).
- H. Adhesive for Attachment to Wood: ASTM C 557.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that project conditions are appropriate for work of this section to commence.

3.02 FRAMING INSTALLATION

- A. Metal Framing: Install in accordance with ASTM C 754 and manufacturer's instructions.
- B. Suspended Ceilings and Soffits: Space framing and furring members as indicated but never more than 24" O.C. maximum, provide metal framing members at all suspended gypsum board ceilings/soffits/fascias, typical.
- C. Studs: Space studs as indicated on the drawings.
 - 1. Extend partition framing to structure in all locations.
 - 2. Partitions Terminating at Structure: Attach top runner to structure, maintain clearance between top of studs and structure, and connect studs to track using specified mechanical devices in accordance with manufacturer's instructions; verify free movement of top of stud connections; do not leave studs unattached to track.
- D. Openings: Reinforce openings as required for weight of doors or operable panels, using not less than double studs at jambs.
- E. Standard Wall Furring: Install at concrete walls scheduled to receive gypsum board, not more than 4 inches (100 mm) from floor and ceiling lines and abutting walls. Secure in place on alternate channel flanges at maximum 24 inches (600 mm) on center.
 - 1. Orientation: Horizontal.
- F. Acoustic Furring: Install resilient channels at maximum 24 inches (600 mm) on center. Locate joints over framing members.
- G. Furring for Fire Ratings: Install as required for fire resistance ratings indicated and to GA-600 requirements.
- H. Blocking: Install wood blocking for support of:
 - 1. Framed openings.
 - 2. Wall mounted cabinets.
 - 3. Plumbing fixtures.
 - 4. Wall mounted door hardware.
 - 5. Wall mounted toilet accessories.

3.03 ACOUSTIC ACCESSORIES INSTALLATION

- A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.
- B. Acoustic Sealant: Install in accordance with manufacturer's instructions.
 - 1. Place one bead continuously on substrate before installation of perimeter framing members.
 - 2. Place continuous bead at perimeter of each layer of gypsum board.
 - 3. In non-fire-rated construction, seal around all penetrations by conduit, pipe, ducts, and rough-in boxes.

3.04 GYPSUM BOARD INSTALLATION

- A. Comply with ASTM C 840, GA-216, and manufacturer's instructions. Install to minimize butt end

joints, especially in highly visible locations.

- B. Fire-Rated Construction: Install gypsum board in strict compliance with requirements of assembly listing.
- C. Installation on Metal Framing: Use screws for attachment of all gypsum board.
- D. Installation on Wood Framing: For rated assemblies, comply with requirements of listing authority. For non-rated assemblies, install as follows:
 - 1. Single-Layer Applications: Adhesive application.

3.05 INSTALLATION OF TRIM AND ACCESSORIES

- A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
- B. Corner Beads: Install at external corners, using longest practical lengths.
- C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials and as indicated.

3.06 JOINT TREATMENT

- A. Glass Mat Faced Gypsum Board: Use fiberglass joint tape, bedded and finished with chemical hardening type joint compound.
- B. Paper Faced Gypsum Board: Use paper joint tape, bedded with ready-mixed vinyl-based joint compound and finished with ready-mixed vinyl-based joint compound.
- C. Finish all gypsum board in accordance with ASTM C 840 Level 4.
- D. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 - 1. Feather coats of joint compound so that camber is maximum 1/32 inch (0.8 mm).

3.07 TOLERANCES

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet (3 mm in 3 m) in any direction.

END OF SECTION

SECTION 095110

SUSPENDED ACOUSTICAL CEILINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Suspended metal grid ceiling system.
- B. Acoustical units.

1.02 REFERENCE STANDARDS

- A. ASTM C635 - Standard Specification for the Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings; 2007.
- B. ASTM C636/C636M - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels; 2008.
- C. ASTM E580/E580M - Standard Practice for Installation of Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels in Areas Subject to Earthquake Ground Motions; 2011.
- D. ASTM E1264 - Standard Classification for Acoustical Ceiling Products; 2008e1.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Sequence work to ensure acoustical ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.
- B. Do not install acoustical units until after interior wet work is dry.

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on suspension system components.

PART 2 PRODUCTS

2.01 ACOUSTICAL UNITS

- A. Manufacturers:
 - 1. Armstrong World Industries, Inc; Product ACT,563 Cirrus High NRC:
www.armstrong.com.
 - 2. Substitutions: See Section 01600 - Product Requirements.
- B. Acoustical Units - General: ASTM E1264, Class A., NRC 0.75
- C. Acoustical Tile Type ACT-1: Painted mineral fiber, ASTM E1264 Type III with the following characteristics:
 - 1. Size: 2'x2' Model #563.
 - 2. Thickness: 7/8".
 - 3. Light Reflectance: 85 percent (LR 0.85), determined as specified in ASTM E1264.
 - 4. Ceiling Attenuation Class (CAC): 38, determined as specified in ASTM E1264.
 - 5. Edge: ACT is square.
 - 6. Surface Color: White.
 - 7. Surface Pattern: Fine.

2.02 SUSPENSION SYSTEM(S)

- A. Manufacturers:
 - 1. USG; Product Donn DX and DXL: intermediate duty as a minimum. www.usg.com. System must be approved and meet all requirements for installation in Seismic Design Category C as per ASCE 7-05, ASTM C635, ASTM C636, and CISCA for seismic zone category 0-2.
 - 2. Substitutions: See Section 016000 - Product Requirements.
- B. Suspension Systems - General: ASTM C635; die cut and interlocking components, with stabilizer bars, clips, splices, perimeter moldings, and hold down clips as required. Intermediate Duty as a minimum.
- C. Exposed Steel Suspension System: Formed steel, commercial quality cold rolled; intermediate-duty.
 - 1. Profile: Tee; 15/16 inch (24 mm) wide face. 7/8" minimum perimeter trim/wall angle.
 - 2. Construction: Double web.
 - 3. Finish: White painted.

2.03 ACCESSORIES

- A. Support Channels and Hangers: Galvanized steel; size and type to suit application, seismic requirements, and ceiling system flatness requirement specified. Minimum 12 Ga wire for hangers.
- B. Perimeter Moldings: Same material and finish as grid.
 - 1. At Exposed Grid: Provide L-shaped molding for mounting at same elevation as face of grid. 7/8" minimum dimension for all wall angle.
- C. Acoustical Insulation: Specified in Section 092100.
- D. Acoustical Sealant For Perimeter Moldings: Non-hardening, non-skinning, for use in conjunction with suspended ceiling system. To be non-pickable type.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that layout of hangers will not interfere with other work.

3.02 INSTALLATION - SUSPENSION SYSTEM

- A. Install suspension system in accordance with ASTM C636/C636M, ASTM C635, ASTM E580/E580M, and manufacturer's instructions and as supplemented in this section and to meet all Seismic requirements as noted above.
- B. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.
- C. Lay out system to a balanced grid design with edge units no less than 50 percent of acoustical unit size.
- D. Install after major above-ceiling work is complete. Coordinate the location of hangers with other work.
- E. Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.

- F. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
- G. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.
- H. Support fixture loads using supplementary hangers located within 6 inches (150 mm) of each corner, or support components independently.
- I. Do not eccentrically load system or induce rotation of runners.
- J. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
 - 1. Use longest practical lengths.
 - 2. Overlap and rivet corners.
- K. Friction clips are not allowed.

3.03 INSTALLATION - ACOUSTICAL UNITS

- A. Install acoustical units in accordance with manufacturer's instructions.
- B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
- C. Fit border trim neatly against abutting surfaces.
- D. Install units after above-ceiling work is complete.
- E. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.
- F. Cutting Acoustical Units:
 - 1. Cut to fit irregular grid and perimeter edge trim.
 - 2. Make field cut edges of same profile as factory edges.

3.04 TOLERANCES

- A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet (3 mm in 3 m).
- B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

END OF SECTION

SECTION 099000

PAINTS AND COATINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints, stains, varnishes, and other coatings.
- C. See Schedule - Surfaces to be Finished, at end of Section.
- D. Minimum Scope is as follows: all exposed surfaces in and on the additional or new work (interior and exterior) are to be painted unless noted otherwise (as per the schedule below, but never less than a minimum of primer and 2 coats of finish paint or stain/varnish) and all new unfinished surfaces on the exterior are to be painted. All previously painted surfaces in areas receiving alterations are to receive a minimum of one coat of primer and one coat of paint to match the adjacent new surfaces and new color as selected by the Architect (See finish plans). All new exposed surfaces in areas receiving alterations are to be painted unless noted otherwise in the same manner as the new exposed surfaces in the addition.

1.02 RELATED REQUIREMENTS

1.03 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. New York State Environmental Law (DEP Regulations) Part 205:Architectural and Industrial Maintenance (AIM) Coatings, VOC Content Limits.
- C. ASTM D 16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2003.
- D. ASTM D 4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials; 1992 (Reapproved 2003).
- E. GreenSeal GS-11 - Paints; 1993.

1.04 DEFINITIONS

- A. Conform to ASTM D 16 for interpretation of terms used in this section.

1.05 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Certification: By manufacturer that all paints and coatings comply with VOC limits specified.
- C. Certification: By manufacturer that all paints and coatings do not contain any of the prohibited chemicals specified; GreenSeal GS-11 certification is not required but if provided shall constitute acceptable certification.
- D. Manufacturer's Instructions: Indicate special surface preparation procedures.
- E. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

1.08 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- C. Minimum Application Temperatures for Latex Paints: 45 degrees F (7 degrees C) for interiors; 50 degrees F (10 degrees C) for exterior; unless required otherwise by manufacturer's instructions.
- D. Minimum Application Temperature for Varnish Finishes: 65 degrees F (18 degrees C) for interior or exterior, unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.

1.09 EXTRA MATERIALS

- A. See Section 016000 - Product Requirements, for additional provisions.
- B. Supply 1 gallon (4 L) of each color; store where directed.
- C. Label each container with color in addition to the manufacturer's label.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Paints:
 - 1. Base Manufacturer: Sherwin-Williams Company: www.sherwin-williams.com.
 - 2. ICI Paints North America: www.icipaintsinna.com.
 - 3. Benjamin Moore & Co: www.benjaminmoore.com.
- B. Substitutions: See Section 01600 - Product Requirements.

2.02 PAINTS AND COATINGS - GENERAL

- A. Paints and Coatings: Ready mixed, except field-catalyzed coatings. Prepare pigments:
 - 1. To a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating.
- B. Volatile Organic Compound (VOC) Content:
 - 1. Provide coatings that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
 - b. Ozone Transport Commission (OTC) Model Rule, Architectural, Industrial, and Maintenance Coatings; www.otcair.org; specifically:
 - 1) Opaque, Flat: 50 g/L, maximum.
 - 2) Opaque, Nonflat: 150 g/L, maximum.

- 3) Opaque, High Gloss: 250 g/L, maximum.
- 4) Varnishes: 350 g/L, maximum.
- c. Architectural coatings VOC limits of New York State.
2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.

2.03 PAINT SYSTEMS – EXTERIOR – Not Required

2.04 PAINT SYSTEMS - INTERIOR

- A. Paint WI-OP-3L - Wood, Opaque, Latex, 3 Coat:
 1. One coat of latex primer sealer.
 2. Semi-gloss: Two coats of latex enamel no VOC paint, see drawings for manufacturer and product.
- B. Paint I-OP-MD-WC – Medium Duty Vertical/Overhead: Including all exposed gypsum board, plaster, concrete, concrete masonry, uncoated steel, shop primed steel, galvanized steel, and aluminum.
 1. Primers as recommended by manufacturer of top coats.
 2. Two coats of Interior Latex, No VOC paint, see drawings for manufacturer and product.

2.05 ACCESSORY MATERIALS

- A. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified; commercial quality.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive Work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 1. Plaster and Gypsum Wallboard: 12 percent.
 2. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
 3. Interior Wood: 15 percent, measured in accordance with ASTM D 4442.
 4. Exterior Wood: 15 percent, measured in accordance with ASTM D 4442.
 5. Concrete Floors: 8 percent.

3.02 PREPARATION

- A. Surface Appurtenances: Remove or mask electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.
- B. Surfaces: Correct defects and clean surfaces which affect work of this section. Remove or repair existing coatings that exhibit surface defects.
- C. Marks: Seal with shellac those which may bleed through surface finishes.
- D. Impervious Surfaces: Remove mildew by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- E. Concrete and Unit Masonry Surfaces to be painted: Remove dirt, loose mortar, scale, salt or

alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.

- F. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- G. Concrete Floors to be Painted: Remove contamination, acid etch, and rinse floors with clear water. Verify required acid-alkali balance is achieved. Allow to dry.
- H. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- I. Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- J. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
- K. Interior Wood Items to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.
- L. Interior Wood Items to Receive Transparent Finish: Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lightly between coats. Prime concealed surfaces with gloss varnish reduced 25 percent with thinner.
- M. Exterior Wood and Wood Composite Materials (Azek, etc.) to Receive Opaque Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior caulking compound after prime coat has been applied. Back prime concealed surfaces before installation.
- N. Wood Doors to be Field-Finished: Seal wood door top and bottom edge surfaces with clear sealer where modified in field (to match factory finish by wood door manufacturer).
- O. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

3.03 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance. Apply each coat of paint slightly darker than preceding coat unless otherwise approved.
- D. Sand wood and metal surfaces lightly between coats to achieve required finish.
- E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

3.04 SCHEDULE - SURFACES TO BE FINISHED

- A. Do Not Paint or Finish the Following Items:
 - 1. Items fully factory-finished unless specifically noted.
 - 2. Fire rating labels, equipment serial number and capacity labels.

- B. Paint the surfaces described below under Schedule - Paint Systems.
- C. Mechanical and Electrical: Use paint systems defined for the substrates to be finished.
 - 1. Paint all insulated and exposed pipes occurring in finished areas to match background surfaces, unless otherwise indicated.
 - 2. Paint shop-primed items occurring in finished areas.
 - 3. Paint interior surfaces of air ducts and convector and baseboard heating cabinets that are visible through grilles and louvers with one coat of flat black paint to visible surfaces.
 - 4. Paint dampers exposed behind louvers, grilles, and convector and baseboard cabinets to match face panels.

3.05 SCHEDULE - PAINT SYSTEMS

- A. Concrete, Concrete Block, Brick Masonry: Finish all surfaces exposed to view.
 - 1. Interior: I-OP-MD-WC, semi-gloss.
 - 2. Concrete Floors: Color as selected by Architect, see Finish Schedule.
- B. Gypsum Board and Existing Plaster (verify in field): Finish all surfaces exposed to view.
 - 1. Interior Ceilings and Bulkheads: I-OP-MD-WC, semi-gloss.
 - 2. Interior Walls: I-OP-MD-WC, semi-gloss.
- C. Wood (Wood Doors, Composite Trim and Columns): Finish all surfaces exposed to view.
 - 1. Exterior trim and frames: I-OP-MD-WC.
 - 2. Interior wood trim exposed to view: I-OP-MD-WC, semi-gloss.
- D. Steel Doors and Frames: Finish all surfaces exposed to view; I-OP-MD-WC, semi-gloss coordinate with Steel Doors and Frames Spec Section 08110, semi-gloss.
- E. Steel Fabrications: Finish all surfaces exposed to view.
 - 1. Exterior: I-OP-MD-WC, semi-gloss, gloss; finish all surfaces, including concealed surfaces, before installation.
- F. Galvanized Steel: Finish all surfaces exposed to view.
 - 1. Exterior: all exposed surfaces to be, I-OP-MD-WC, semi-gloss.
- G. Shop-Primed Metal Items: Finish all surfaces exposed to view.
 - 1. Finish all exposed surfaces.
 - 2. Exterior: all miscellaneous (handrails/guardrails, etc..)to match, I-OP-MD-WC.
 - 3. Interior: all miscellaneous to match, I-OP-MD-WC, semi-gloss.

END OF SECTION

**SECTION 12 32 00
MANUFACTURED WOOD CASEWORK**

PART 1 - GENERAL

1.1 DESCRIPTION:

- A. This section specifies plastic laminate casework as detailed on the construction documents, including related components and accessories required to form integral units. Wood casework items shown on the construction documents, but not specified below are to be included as part of the work under this section, and applicable portions of the specification are to apply to these items.

1.2 RELATED WORK:

- A. Custom Wood Casework: Section 06 20 00, FINISH CARPENTRY.
- B. Sealants: Section 07 92 00, JOINT SEALANTS.
- C. Countertop Construction and Materials and Items Installed in Countertops: Section 12 36 00, COUNTERTOPS.
- D. Plumbing Requirements Related to Casework: Division 22, PLUMBING.
- E. Electrical Lighting and Power Requirements Related to Casework: Division 26, ELECTRICAL.

1.3 SUBMITTALS:

- A. Submit in accordance with Section - SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES.
- B. Manufacturer's Literature and Data:
 - 1. Locks for doors and drawers.
 - 2. Adhesive cements.
 - 3. Casework hardware.
- C. Samples:
 - 1. Plastic laminate.
- D. Shop Drawings
 - 1. Each casework type, showing details of construction, including materials, hardware and accessories.
 - 2. Fastenings and method of installation.
- E. Certification:
 - 1. Manufacturer's qualifications specified.
 - 2. Installer's qualifications specified.

1.4 QUALITY ASSURANCE:

- A. Manufacturer's qualifications:
 - 1. Manufacturer is regularly engaged in design and manufacture of modular plastic laminate casework, casework components and accessories of scope and type similar to indicated requirements for a period of not less than five (5) years.

2. Manufacturer has successfully completed at least three (3) projects of scope and type similar to indicated requirements.

3. Submit manufacturer's qualifications and list of projects, including owner contact information.

C. Installer Qualifications:

1. Installer has completed at least three (3) projects in last five (5) years in which these products were installed.

2. Submit installer qualifications.

1.5 WARRANTY:

A. Construction Warranty: Comply with clause "Warranty of Construction".

B. Manufacturer Warranty: Manufacturer shall warranty their wood casework for a minimum of five (5) years from date of installation and final acceptance by the Owner. Submit manufacturer warranty.

1.6 APPLICABLE PUBLICATIONS:

A. The publications listed below form a part of this specification to the extent referenced. The publications are referenced in the text by basic designation only.

B. ASTM International (ASTM):

A240/A240M-14Chromium and Chromium-Nickel Stainless Steel Plate, Sheet,
and Strip for Pressure Vessels and for General Applications

A1008/A1008M-13Steel, Sheet, Cold-Rolled, Carbon, Structural, High Strength Low
Alloy

C1036-11E1(R2012) Flat Glass

C. Builders Hardware Manufacturers Association (BHMA):

A156.1-13.....Butts and Hinges

A156.9-10.....Cabinet Hardware

A156.5-14.....Auxiliary Locks and Associated Products

A156.11-14.....Cabinet Locks

D. Composite Panel Association (CPA):

A208.1-09.....Particleboard

A208.2-09.....Medium Density Fiberboard (MDF) for Interior Applications

E. U.S. Department of Commerce Product Standards (Prod. Std):

PS 1-09Construction and Industrial Plywood

F. Hardwood, Plywood and Veneer Association (HPVA):

HP-1-09Hardwood and Decorative Plywood

G. Architectural Woodwork Institute (AWI):

Architectural Woodwork Standards, Edition 2 Certification Program - 2014

H. American Society of Mechanical Engineers (ASME):

A112.18.1-12.....Plumbing Fixture Fittings

I. National Electrical Manufacturers Association (NEMA):

LD 3-05.....High Pressure Decorative Laminates

J. Underwriters Laboratories Inc. (UL):

437-08(R2013).....Key Locks

K. Scientific Equipment and Furniture Association (SEFA):

2.3-10 Installation of Scientific Laboratory Furniture and Equipment

PART 2 - PRODUCTS

2.1 PLYWOOD, HARDWOOD FACE VENEER:-NOT USED

2.2 PLASTIC LAMINATE:

- A. NEMA LD 3.
- B. Exposed decorative surfaces, both sides of cabinet doors, and for items having plastic laminate finish. General purpose Type HGL.
- C. Cabinet Interiors Including Shelving: Both of following options to comply with NEMA LD 3 as a minimum.
 - 1. Plastic laminate clad plywood or particleboard, MDF (excluding shelves).
 - 3. Low pressure laminate (LPL).
- D. Backing sheet on bottom of plastic laminate covered wood tops. Backer Type BKL.
- E. Post Forming Fabrication, Decorative Surface: Post forming Type HGP.

2.3 PLYWOOD, SOFTWOOD:

- A. Prod. Std. PS1, five (5) ply construction from 13 mm to 28 mm (1/2 inch to 1-1/8 inch) thickness, and seven (7) ply for 31 mm (1 1/4 inch) thickness.

2.4 PARTICLEBOARD:

- A. CPA A208.1, Type 1, Grade M or medium density.

2.5 MEDIUM DENSITY FIBERBOARD (MDF): NOT USED

2.6 GLASS: NOT USED

2.7 HARDWARE:

- A. Cabinet Locks:
 - 1. Provide where locks are indicated on construction documents.
 - 2. Locked pair of hinged door over 915 mm (36 inches) high:
 - a. ANSI/BHMA A156.5, key one side.
 - b. On active leaf use three (3) point locking device, consisting of two (2) steel rods and lever controlled cam at lock, to operate by lever having lock cylinder housed therein.
 - c. On inactive leaf provide dummy lever of same design.
 - d. Provide keeper holes for locking device rods and cam.
 - 3. Door and Drawer: ANSI/BHMA A156.11 cam locks. Provide one (1) type for each condition as follows:
 - a. Drawer and Hinged Door up to 915 mm (36 inches) high: E07261.

- b. Drawer and Hinged Door: Pin-tumbler, cylinder type lock with not less than four (4) pins or a UL 437 rated wafer lock with brass working parts and case.
 - c. Sliding Door: E07161.
- 4. Key locks differently for each type casework and master key for each service.
- 5. Marking of Locks and Keys:
 - a. Name of manufacturer, or trademark which can readily be identified legibly marked on each lock and key change number marked on exposed face of lock.
 - b. Key change numbers stamped on keys.
 - c. Key change numbers to provide sufficient information for manufacturer to replace key.
- B. Hinged Doors:
 - 1. Provide doors 915 mm (36 inches) and more in height with three (3) hinges and doors less than 915 mm (36 inches) in height is to have two (2) hinges. Each door is to close against two (2) rubber bumpers.
 - 3. Concealed Hinges: BHMA A156.9, Type B01602, 170 degrees of opening, self-closing
 - 4. Fasteners: Provide full thread wood screws to fasten hinge leaves to door and cabinet frame. Finish screws to match finish of hinges.
- C. Door Catches:
 - 1. Friction or Magnetic type, fabricated with metal housing.
 - 2. Provide one (1) catch for cabinet doors 1220 mm (48 inches) high and under, and two (2) for doors over 1220 mm (48 inches) high.
- D. Drawer and Door Pulls:
 - 1. Doors and drawers to have flush pulls, fabricated of either chromium-plated brass, chromium plated steel, stainless steel, or anodized aluminum. Drawer and door pulls to be of a design that can be operated with a force of 22.2 N (5 pounds) or less, with one (1) hand and not require tight grasping, pinching or twisting of the wrist.
- E. Drawer Slides:
 - 1. Full extension steel slides with nylon ball-bearing rollers.
 - 2. Slides to have positive stop.
 - 3. Equip drawers with rubber bumpers.
- F. Sliding Doors:
 - 1. Each door to be supported by two ball bearing bronze or nylon rollers, or sheaves riding on a stainless steel track at top or bottom, and to be restrained by a nylon or stainless steel guide at the opposite end.
 - 2. Plastic guides are not acceptable.
 - 3. Each door to have rubber silencers set near top and bottom of each jamb.
- G. Shelf Standards (Except For Fixed Shelves):

1. Bright zinc-plated steel for recessed mounting with screws, 16 mm (5/8 inch) wide by 5 mm (3/16 inch) high providing 13 mm (1/2 inch) adjustment, complete with shelf supports.

H. Gate Bolt:

1. Surface mounted barrel type with strike.

2.8 MANUFACTURED PRODUCTS:

- A. When two (2) or more units are required, use products of one (1) manufacturer.
- B. Manufacturer of casework assemblies is to assume complete responsibility for the final assembled unit.
- C. Provide products of a single manufacturer for parts which are alike.

2.9 FABRICATION:

- A. Casework to be of the flush overlay design and, except as otherwise specified, be of Premium Grade construction and of component thickness in conformance with AWI Quality Standards.
- B. Fabricate casework of plastic laminated covered plywood or particleboard as follows:
 1. Where shown, doors, drawers, shelves, all semi-concealed surfaces to be plastic laminated.
- C. Provide 1.2 mm (18 gage) sheet steel sloping tops for casework where shown on construction drawings. Fasten sloping tops with oval-head screws inserted from interior. Exposed ends of sloping tops to have flush closures fastened as recommended by manufacturer.
- D. Support Members for Tops of Tables and Countertops:
 1. Construct as detailed on construction documents.
 2. Provide miscellaneous steel members and anchor as shown on construction drawings.
- E. Legs For Counters:
 1. Fabricate legs for counters of 1.6 mm (0.0635 inch) thick, 38 mm (1-1/2 inch) square tubular stainless steel.
 2. Secure legs to counter tops and provide legs at bottom with shoes not less than 25 mm (1 inch) in height.
 3. Fabricate shoes of stainless steel, aluminum or chromium plated brass.

2.10 PRODUCTS OF OTHER COMPONENTS DIRECTLY RELATED TO CASEWORK:

- A. Refer to Section 07 92 00, JOINT SEALANTS for work related to sealants used in conjunction with joints of countertops, casework systems, and adjacent materials.
- B. Refer to Section 12 36 11, COUNTERTOPS for work related to plastic laminate, acid-resistant plastic laminate, metal, molded resin, wood, and methyl methacrylic polymer countertops and/or shelving used in conjunction with casework systems. When countertop materials are provided by the casework manufacturer, they are to include the following features:
 1. Capable of being suspended from vertical support rails or horizontal wall strips or service modules.
 2. Provided with rounded corners and impact resistant material on exposed edges.
 3. Capable of being easily relocated and installed without tools.

4. Capable of being suspended and easily changed under counter mounted storage units.
 5. Provide leveling adjustment capability so units can be brought into a level position.
 6. Secured using fasteners. Show detail on shop drawings.
- C. Refer to Section 12 36 11, COUNTERTOPS for work related to and integral with countertop systems such as pegboards, funnel and graduate racks.
- D. Refer to Division 22, PLUMBING for the following work related to casework systems:
1. Sinks, faucets and other plumbing service fixtures, venting, and piping systems.
 2. Compressed air, gas, vacuum and piping systems.
- E. Refer to Division 26, ELECTRICAL for the following work related to casework systems:
1. Connections and wiring devices.
 2. Connections and lighting fixtures except when factory installed by the manufacturer.

PART 3 - EXECUTION

3.1 COORDINATION:

- A. Begin only after work of other trades is complete, including wall and floor finish completed, ceilings installed, light fixtures and diffusers installed and connected and area free of trash and debris.
- B. Verify location and size of mechanical and electrical services as required and perform cutting of components of work installed by other trades.
- C. Verify reinforcement of walls and partitions for support and anchorage of casework.
- D. Coordinate with other Divisions and Sections of the specification for work related to installation of casework systems to avoid interference and completion of service connections.

3.2 INSTALLATION:

- A. Install casework in accordance with manufacturer's written instructions and per SEFA 2.3 recommendations.
1. Install in available space; arranged for safe and convenient operation and maintenance.
 2. Align cabinets for flush joints except where shown otherwise.
 3. Install with bottom of wall cabinets in alignment and tops of base cabinets aligned level, plumb, true, and straight to a tolerance of 3.2 mm in 2438 mm (1/8 inch in 96 inches).
 4. Install corner cabinets with hinges on corner side with filler or spacers sufficient to allow opening of drawers.
- B. Support Rails:
1. Install true to horizontal at heights shown on construction documents; maximum tolerance for uneven floors is plus or minus 13 mm (1/2 inch).
 2. Shim as necessary to accommodate variations in wall surface not exceeding 5 mm (3/16 inch) at fastener.
- C. Wall Strips:
1. Install true to vertical and spaced as shown on construction documents.
 2. Align slots to assure that hanging units will be level.

D. Plug Buttons:

1. Install plug buttons in predrilled or pre-punched perforations not used.
2. Use chromium plate plug buttons or buttons finish to match adjacent surfaces.

E. Seal junctures of casework systems with mildew-resistant silicone sealants as specified in Section 07 92 00, JOINT SEALANTS.

3.3. CLOSURES AND FILLER PLATES:

- A. Close openings larger than 6 mm (1/4 inch) wide between cabinets and adjacent walls with flat, steel closure strips, scribed to required contours, or machined formed steel fillers with returns, and secured with sheet metal screws to tubular or channel members of units, or bolts where exposed on inside.
- B. Where ceilings interfere with installation of sloping tops, omit sloping tops and provide flat steel filler plates.
- C. Secure filler plates to casework top members, unless shown otherwise on construction documents.
- D. Secure filler plates more than 152 mm (6 inches) in width top edge to a continuous 25 x 25 mm (1 x 1 inch) 0.889 mm (1/16 inch) thick steel formed steel angle with screws.
- E. Anchor angle to ceiling with toggle bolts.
- F. Install closure strips at exposed ends of pipe space and offset opening into concealed space.
- G. Finish closure strips and fillers with same finishes as cabinets.

3.4 FASTENINGS AND ANCHORAGE:

- A. Do not anchor to wood ground strips.
- B. Provide hat shape metal spacers where fasteners span gaps or spaces.
- C. Use 6 mm (1/4 inch) diameter toggle or expansion bolts, or other appropriate size and type fastening device for securing casework to walls or floor. Use expansion bolts shields having holding power beyond tensile and shear strength of bolt and breaking strength of bolt head.
- D. Use 6 mm (1/4 inch) diameter hex bolts for securing cabinets together.
- E. Use 6 mm (1/4 inch) by minimum 38 mm (1-1/2 inch) length lag bolt anchorage to wood blocking for concealed fasteners.
- F. Use not less than No. 12 or 14 wood screws with not less than 38 mm (1-1/2 inch) penetration into wood blocking.
- G. Space fastening devices 305 mm (12 inches) on center with minimum of three (3) fasteners in 915 or 1220 mm (3 or 4 foot) unit width.
- H. Anchor floor mounted cabinets with a minimum of four (4) bolts through corner gussets. Anchor bolts may be combined with or separate from leveling device.
- I. Secure cabinets in alignment with hex bolts or other internal fastener devices removable from interior of cabinets without special tools. Do not use fastener devices which require removal of tops for access.

- J. Where units abut end to end, anchor together at top and bottom of sides at front and back. Where units are back-to-back, anchor backs together at corners with hex bolts placed inconspicuously inside casework.
- K. Where type, size, or spacing of fastenings is not shown on construction documents or specified, show on shop drawings proposed fastenings and method of installation.

3.5 ADJUSTMENTS:

- A. Adjust equipment to insure proper alignment and operation.
- B. Replace or repair damaged or improperly operating materials, components or equipment.

3.6 CLEANING:

- A. Immediately following installation, clean each item, removing finger marks, soil and foreign matter.
- B. Remove from job site trash, debris and packing materials.
- C. Leave installed areas clean of dust and debris.

3.7 INSTRUCTIONS:

- A. Provide operational and cleaning manuals and verbal instructions in accordance with Article INSTRUCTIONS, SECTION 01 00 00, GENERAL REQUIREMENTS.
- B. Commencing at least seven (7) days prior to opening of facility, provide one (1) four (4) hour day of on-site orientation and technical instruction on use and cleaning procedures application to products and systems specified herein.

--- E N D ---

SECTION 12 36 00
COUNTERTOPS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Countertops for architectural cabinet work.
- B. Countertops for manufactured casework.
- C. Wall-hung counters.

1.02 RELATED REQUIREMENTS

- A. Section 12 34 00 – Plastic Laminated Casework and Countertops.

1.03 REFERENCE STANDARDS

- A. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2015.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2018.
- C. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2014, with Errata (2016).
- D. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards, U.S. Version 3.1; 2016, with Errata (2017).
- E. ISFA 2-01 - Classification and Standards for Solid Surfacing Material; 2013.
- F. NEMA LD 3 - High-Pressure Decorative Laminates; 2005.
- G. PS 1 - Structural Plywood; 2009.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Specimen warranty.
- C. Shop Drawings: Complete details of materials and installation; combine with shop drawings of cabinets and casework specified in other sections.
- D. Test Reports: Chemical resistance testing, showing compliance with specified requirements.
- E. Certificate: Submit labels and certificates required by quality assurance and quality control programs.
- F. Installation Instructions: Manufacturer's installation instructions and recommendations.
- G. Maintenance Data: Manufacturer's instructions and recommendations for maintenance and repair of countertop surfaces.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing work of the type specified in this section, with not less than three years of documented experience.
- B. Quality Certification:
 - 1. Provide labels or certificates indicating that the installed work complies with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade or grades specified.
 - 2. Provide designated labels on shop drawings as required by certification program.
 - 3. Provide designated labels on installed products as required by certification program.
 - 4. Submit certifications upon completion of installation that verifies this work is in compliance with specified requirements.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.

- B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.07 FIELD CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

PART 2 PRODUCTS

2.01 COUNTERTOPS

- A. Solid Surfacing Countertops: Solid surfacing sheet or plastic resin casting over continuous substrate.
 - 1. Flat Sheet Thickness: 3/4 inch (19 mm), minimum.
 - 2. Solid Surfacing Sheet and Plastic Resin Castings: Complying with ISFA 2-01 and NEMA LD 3; acrylic or polyester resin, mineral filler, and pigments; homogenous, non-porous and capable of being worked and repaired using standard woodworking tools; no surface coating; color and pattern consistent throughout thickness.
 - a. Manufacturers:
 - 1) Dupont; : www.corian.com/#sle.
 - b. Surface Burning Characteristics: Flame spread index of 25, maximum; smoke developed index of 450, maximum; when tested in accordance with ASTM E84.
 - c. NSF approved for food contact.
 - d. Finish on Exposed Surfaces: Matte, gloss rating of 5 to 20.
 - e. Color and Pattern: As selected by Architect from manufacturer's full line.
 - 3. Other Components Thickness: 1/2 inch (12 mm), minimum.
 - 4. Exposed Edge Treatment: Built up to minimum 1-1/4 inch (32 mm) thick; square edge; use marine edge at sinks.
 - 5. Back and End Splashes: Same sheet material, square top; minimum 4 inches (102 mm) high.
 - 6. Fabricate in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), Section 11 - Countertops, Premium Grade.
- B. Stainless Steel Countertops: ASTM A666, Type 304, stainless steel sheet; 16 gage, 0.0625 inch (1.59 mm) nominal sheet thickness.
 - 1. Finish: 4B satin brushed finish.
 - 2. Edge and Backsplash Sink Details: As indicated on drawings.
 - 3. Back and End Splashes: Same material; welded 1/4 inch (6 mm) radius coved joint to countertop; square top edge with 1 inch (25 mm) wide top surface and minimum 1/2 inch (12 mm) turndown.
 - 4. Splash Dimensions: 4 inch (100 mm) high by 1 inch (25 mm) thick, unless otherwise indicated.
 - 5. Sinks: Same material, same thickness; flush welded to counter; bottom sloped to outlet; radiused interior corners; drain outlet located in back corner.

2.02 MATERIALS

- A. Plywood for Supporting Substrate: PS 1 Exterior Grade, A-C veneer grade, minimum 5-ply; minimum 3/4 inch (19 mm) thick; join lengths using metal splines. Fire rated type.
- B. Adhesives: Chemical resistant waterproof adhesive as recommended by manufacturer of materials being joined.
- C. Joint Sealant: Mildew-resistant silicone sealant, white.

2.03 FABRICATION

- A. Fabricate tops and splashes in the largest sections practicable, with top surface of joints flush.
 - 1. Join lengths of tops using best method recommended by manufacturer.
 - 2. Fabricate to overhang fronts and ends of cabinets 1 inch (25 mm) except where top butts against cabinet or wall.
 - 3. Prepare all cutouts accurately to size; replace tops having improperly dimensioned or unnecessary cutouts or fixture holes.

- B. Provide back/end splash wherever counter edge abuts vertical surface unless otherwise indicated.
 - 1. Secure to countertop with concealed fasteners and with contact surfaces set in waterproof glue.
 - 2. Height: 4 inches (102 mm), unless otherwise indicated.
- C. Stainless Steel: Fabricate tops up to 144 inches (3657 mm) long in one piece including nosings and back and end splashes; accurately fitted mechanical field joints in lengths over that dimension are permitted.
 - 1. Weld joints; grind smooth and polish to match.
 - 2. Provide stainless steel hat channel stiffeners, welded or soldered to underside, where indicated on drawings.
 - 3. Provide wall clips for support of back/end splash turndowns.
 - 4. Sound Deadening: Apply water resistant, fire resistant sound deadening mastic to entire bottom surface.
 - 5. Integral sinks: Fabricate with corners rounded and coved, double-walls for sink compartment partitions, and drainboards. Factory-punch holes for fittings, and weld sinks to countertops.
- D. Wall-Mounted Counters: Provide skirts, aprons, brackets, and braces as indicated on drawings, finished to match.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- C. Verify that wall surfaces have been finished and mechanical and electrical services and outlets are installed in proper locations.

3.02 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.03 INSTALLATION

- A. Securely attach countertops to cabinets using concealed fasteners. Make flat surfaces level; shim where required.
- B. Attach stainless steel countertops using stainless steel fasteners and clips.
- C. Seal joint between back/end splashes and vertical surfaces.

3.04 TOLERANCES

- A. Variation From Horizontal: 1/8 inch in 10 feet (3 mm in 3 m), maximum.
- B. Offset From Wall, Countertops: 1/8 inch (3 mm) maximum; 1/16 inch (1.5 mm) minimum.
- C. Field Joints: 1/8 inch (3 mm) wide, maximum.

3.05 CLEANING

3.06 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Date of Substantial Completion.

END OF SECTION

DIVISION 23
HEATING, VENTILATING & AIR CONDITIONING SYSTEMS SPECIFICATIONS (HVAC)

- 230500 General Description and Scope - HVAC
 - 1.0 General Description
 - 2.0 Scope

- 230505 General Conditions - HVAC
 - 1.0 Governing Conditions
 - 2.0 Drawings, Specifications, Bid Documents
 - 3.0 Shop Drawings and Approvals.
 - 4.0 Workmanship
 - 5.0 Materials
 - 6.0 Guarantee
 - 7.0 Codes, Permits, Inspections
 - 8.0 Openings, Chases, Cutting and Patching, Cleanup
 - 9.0 Accessibility
 - 10.0 Protection of Apparatus
 - 11.0 Mechanical Identification

- 230510 Supplemental General Conditions (HVAC)
 - 1.0 Contractual Relationship With Owner
 - 2.0 O.S.H.A.
 - 3.0 Other General Conditions
 - 4.0 Equipment Returns
 - 5.0 Coordination of Trades

- 237413 Air Handling and Cooling Systems and Equipment- (HVAC)
 - 1.0 Description
 - 2.0 Grilles, Registers, Diffusers

230500
GENERAL DESCRIPTION AND SCOPE - HVAC

- 1.0 General Description - These plans and specifications cover furnishing and installing all equipment, materials, transportation and labor to provide complete and operative heating, ventilating and air-conditioning systems at Highland Falls Senior Center.

Included also are specific detailed instructions as may be later issued by the engineer.

- 2.0 Scope - The entire installation shall consist of but not be limited to furnishing and installation of the following:

1. Dampers, diffusers and louvers.
2. Meeting of all codes and ordinances.
3. Coordination with utility company, meeting inspection requirements and payments of all fees.

230505
GENERAL CONDITIONS - HVAC

- 1.0 Governing Conditions - Governing Conditions of the Heating, Ventilating and Air-Conditioning Contract shall be in accordance with all provisions of the Bid Documents, Contract Documents, Specifications and Supplementary General Conditions, including "Standard General Conditions of the Construction Contract" (NSPE/ACED-56465, latest edition) and/or "General Conditions of the Contract for Construction" (AIA Document A201, latest edition).

Supplementary General Conditions may be provided for all mechanical work and are contained in the General Construction Documents. This contractor should read and understand these conditions.

- 2.0 Drawings, Specifications, Bid Documents - System layout and details shown on drawings - HVAC series. Scale as noted. Do not scale drawings. Refer to architectural drawings for actual dimensions. Follow drawings as far as practical and supplement by actual field conditions.

All work within this Section shall be subject to all provisions of the bidding documents, contract documents, specifications and all Supplementary General Conditions thereto.

Provide all labor, materials, equipment, apparatus, tools, services, appliances, plant, permanent and temporary facilities required in performing all operations necessary for the complete installation of heating, ventilating and air conditioning facilities as called for within this Section of the specifications and drawings.

Provisions within this Section of the specifications are complementary to all other Sections of the specifications, to the drawings, and to the site and job conditioning.

It is the intention that these specifications, and drawings accompanying same, shall provide for the furnishing and installing of the heating, ventilating and air-conditioning systems complete as specified and shown. Any work shown on the drawings and not particularly described in the specifications or vice versa, or any work changes which may be evidently necessary to complete the installation shall be furnished by this contractor.

- 3.0 Shop Drawings and Approvals - Furnish shop drawings for all major items of equipment. Items requiring shop drawings:

Ductwork - new and alterations to existing
Diffusers and grilles

Submit six copies of shop drawings for approval and cuts of all equipment and appliances prior to start any work. No items of equipment will be permitted on the site until this approval has been given. HVAC contractor shall allow ample time for checking and processing and shall assume responsibility for delays incurred due to rejected items.

- 4.0 Workmanship - Provide neat, mechanical appearance. Provide minor alterations to suit job conditions to accomplish. Special attention shall be given to headroom requirements where ducts and piping are exposed.
- 5.0 Materials - Provide best-accepted industry standard equipment as per manufacturer and catalog numbers shown. Piping materials shall meet ASME test codes. Cooling equipment ratings should be per ARI standards. All equipment shall be new and corrosion protected.
- 6.0 Guarantee - Contractor shall guarantee all workmanship, materials and correct operation for a period of one year and shall repair promptly any leaks or breakdowns during that period. Where specific items have greater manufacturer's guarantee period, this guarantee is in addition to manufacturer's liability. Guarantee shall be in writing to the Owner. All air conditioning compressors shall be guaranteed for five years. The contractor shall promptly correct any defects upon notice from the owner to do so, without cost to the owner.
- 7.0 Codes, Permits and Inspections - Comply with all building code requirements of New York State Building Code, National Electrical Code, NFPA, and all applicable Federal, State and Municipal laws, ordinances and regulations. This contractor shall apply for and obtain all required permits and inspections and pay all fees.
- 8.0 Openings, Chases, Cutting and Patching, Cleanup - General Contractor shall provide all openings, chases, and recesses necessary for this work. HVAC Contractor shall be responsible for furnishing all necessary information to General Contractor, such as locations and sizes, in ample time prior to installation of his work.

Furnish the GC with sleeves, inserts, etc. ahead of the general construction work so that they may be installed by him. Supervise the placing of these items.

In no case may floor or walls that are waterproofed be cut for admission of any equipment nor any structural member be pierced without written permission of the (architect, engineer, owner). All cutting and patching of existing or installed construction shall be by HVAC contractor.

HVAC contractor shall do all cutting and patching of his work which may be required to make various parts come together properly and fit it to receive or be received by work of other contractors as shown or reasonably implied by the contract drawings and specifications for completed work; and, he shall make good after them as the architect may direct.

Any additional costs caused by defective or ill-timed work by the HVAC contractor shall be borne by him.

HVAC contractor shall not endanger any work by cutting, excavating or otherwise altering the work and shall not cut or alter the work of any other contractor save with written permission of the architect.

HVAC contractor shall at all times keep all areas void of packing, rubbish, etc., and shall clean up project as soon as completed.

- 9.0 Accessibility - HVAC contractor shall fully inform himself regarding any and all peculiarities and limitations of the space available for the installation of all work and materials furnished and installed under the contract. Due care shall be exercised so that all parts of his work are made quickly and easily accessible. All concealed equipment, valves, controls, etc., provided with access doors of sufficient size and as approved by architect.
- 10.0 Protection of Apparatus - All pipe and duct openings shall be protected by temporary covers to exclude entrance of debris or other foreign matter during construction. All equipment shall be properly protected from damage during the course of building construction.
- 11.0 Mechanical Identification – All piping and equipment shall be labeled with industry standard labels and stamps.

230510
SUPPLEMENTAL GENERAL CONDITIONS (HVAC)

- 1.0 Contractual Relationship with Owner - Upon award of this contract, the contractor shall save harmless the owner and his agents from any or all causes of action arising out of the contractor's negligence.
- 2.0 O.S.H.A. - All work on this project shall be accomplished in accordance with Federal Statutes such as the Occupational Safety and Health Act (1970).
- 3.0 Other General Conditions -

- 1. Intent - It is the intent of these plans and specifications to provide alterations and/or new construction as indicated on the drawings and in the specifications to provide complete new systems in every respect, capable of operating as designed. It is not intended that every fitting, minor detail or feature be shown on drawings.

The contractor shall be responsible for any detail necessary for completion of these systems in accordance with good practice.

Installation shall be executed so as to contribute to efficiency of operation, minimum maintenance, accessibility and sightliness. The installation shall conform and accommodate itself to the building structure, its equipment and its usage. No piping or equipment shall be installed in such a manner as to interfere with the operation of any doors or windows.

Requirements specified herein shall govern applicable portions of mechanical and electrical sections whether so stated herein or not.

- 2. Regulations and Certificates - All work shall be done in strict accordance with rules and regulations of local and state authorities having jurisdiction over such work, utility companies operating where apparatus is being installed, National Fire Protection Association, IEEE and insurance companies. Where discrepancies occur between above regulations and these plans and specifications, requirements of the regulations shall take precedence, except that these specifications shall be minimum requirements and that no changes shall be made without approval of the engineer.

Complete approval of all above mentioned authorities shall be secured and their certificates of approval shall be delivered to the owner before final acceptance. Any and all drawings or documents required (in addition to contract drawings) shall be furnished in order to secure above-mentioned approvals.

- 3. Drawings and Measurements - Contract drawings for mechanical and electrical work are in part diagrammatic, intended to cover the general design and extent of the systems and indicate general arrangement of equipment, ducts, conduits, piping and approximate sizes and locations of equipment and outlets.

Drawings are not intended to be scaled for roughing-in measurements nor to serve as shop drawings. Where drawings are required for these purposes or have to be made from field measurements, they shall be prepared by the various trades and coordinated by the contractor.

Where job conditions require reasonable changes from indicated locations and arrangements, such changes shall be made without cost to the owner.

Exact locations of all grilles, registers, plumbing fixtures, electrical fixtures, panelboards, etc., shall be governed by plans, elevations and details.

4. Record Drawings - During the course of construction the respective contractor shall keep a careful record (in drawing form) of all deviations from the work as shown on the contract drawings on the installation of pipes, ducts, electric outlets, equipment, invert elevations, etc. These drawings shall be delivered to the engineer before the final certificate of payment is issued.
5. Accessibility - Locate all equipment which must be serviced, operated or maintained, in fully accessible position. Equipment shall include but not be limited to valves, traps, cleanouts, motors, controllers, drain points, etc. Furnish access doors where required. Minor deviations from the drawings may be made to allow for better accessibility, but changes of magnitude or which involve extra cost shall not be made without approval.
6. Access Doors and Panels - Furnish flush type door or panel with metal frame for all dampers, valves, cleanouts or apparatus located in chases, walls or floors. Finish shall be prime coat.
7. Quiet Operation - All equipment shall operate under all conditions of load without any sound or vibration which is objectionable to the opinion of the engineer. In case of moving machinery, sound or vibration noticeable outside of room in which it is installed or annoyingly noticeable inside its own room will be considered objectionable. Sound or vibration conditions considered objectionable by the engineer shall be corrected in approved manner by the contractor at the latter's expense.
8. Covering of Work - No pipe fittings or other work of any kind shall be covered up or hidden from view before it has been examined or approved by the engineer or other authority having jurisdiction. Any unfaithful or imperfect work or material which may be discovered shall be removed and corrected immediately before being condemned, and other work and materials shall be furnished which shall be satisfactory to the engineer.
9. Waterproofing - Where any work pierces waterproofing, the installation shall be as approved by the engineer. Contractor shall furnish all necessary sleeves, caulking and flashing as required to make the openings absolutely watertight.
10. Excavation and Backfill - All excavation and backfill shall be by the contractor who is furnishing and installing the respective equipment. Cleanup, resurface and resod all disturbed areas.

11. Site Conditions-Prior to bid submission, this contractor shall familiarize himself with the site and understand all the conditions under which he will be obligated to operate in performing his part of the contract. No allowance will be subsequently made in this connection to this contract or for any errors through omission or negligence on his part.
- 4.0 Equipment Returns-As part of this contract, contractors shall ensure that suppliers of any and all equipment supplied for this project agree to accept the return of any equipment on this project that is in undamaged condition and has not been put into service with a maximum restocking fee of 25%, up until the date of certified substantial completion of the project.
- 5.0 Coordination of Trades – It is understood that coordination between all of the trades on this project is the responsibility of the construction manager (if any), the general contractor (if any) and the trades themselves. This coordination will include meetings and discussions as needed among the parties noted above, and preparation of coordination drawings as needed. The cost of this coordination work shall be included in the contractors' bids. It is not the responsibility of the engineer to perform this coordination. No extra charges will be paid to any contractor that is due to additional work being performed due to lack of coordination between the trades.

AIR HANDLING AND COOLING SYSTEMS AND EQUIPMENT

- 1.0 Description - Heating, ventilating and air conditioning systems for this project shall consist of various electrically fueled systems as hereinbefore described in the General Description, detailed on plans hereinafter described.
- 2.0 Grilles, Registers, Diffusers - See drawings for sizes, manufacturer, catalog numbers.

Provide and connect with ductwork in an approved manner all registers and grilles and diffusers shown on drawings. The exact locations of all registers and grilles shall be obtained from the architectural drawings. The right is reserved to vary the location of any register, grille or diffuser to a reasonable extent without extra cost to the owner.

DIVISION 260000
ELECTRICAL SPECIFICATIONS

- 260100 Scope and General Description
 - 1.0 General Description
 - 2.0 Scope

- 260500 Supplemental General Conditions
 - 1.0 Governing Conditions
 - 2.0 Supplementary General Conditions
 - 3.0 Drawings
 - 4.0 Submission of Bid
 - 5.0 Investigation of Conditions
 - 6.0 Contractual Relationship with Owner
 - 7.0 National Electrical Code
 - 8.0 Safety
 - 9.0 Field Measurements
 - 10.0 Existing Systems and Equipment
 - 11.0 Tests and Energizing
 - 12.0 Prevailing Wage Rates
 - 13.0 Other General Conditions

- 260800 Codes, Permits and Inspections
 - 1.0 Applicable Codes
 - 2.0 Permits
 - 3.0 Certificate of Inspection
 - 4.0 Electric Utility Company Standards
 - 5.0 Laws, Ordinances and Fees
 - 6.0 O.S.H.A.

- 261000 Materials, Workmanship and Guarantee
 - 1.0 Materials Standards
 - 2.0 Appearance of Work
 - 3.0 Guarantee
 - 4.0 Layout, Cutting and Patching
 - 5.0 Shop Drawings and Samples
 - 6.0 Rigid Steel Conduit and EMT
 - 7.0 Junction and Pull Boxes

- 264400 Individual Equipment Circuits
 - 1.0 Description and Location
 - 2.0 Wiring Method
 - 3.0 Mechanical Equipment

- 264600 General Purpose Branch Circuits
 - 1.0 Description
 - 2.0 Wiring Method
 - 3.0 Control of Circuits
 - 4.0 Wiring Devices
 - 5.0 Connections
 - 6.0 Plates

- 265000 Lighting and Equipment
 - 1.0 Description and Guarantee
 - 2.0 Lighting Fixture Schedule
 - 3.0 Installation of Lighting Fixtures
 - 4.0 Outdoor Lighting

- 266000 Electrical Connections to HVAC and Plumbing Equipment
 - 1.0 General
 - 2.0 Overcurrent Protection and Disconnect Switches
 - 3.0 Thermal Protection

- 267200 Fire Alarm System
 - 1.0 Description of System
 - 2.0 Wiring
 - 3.0 Drawings
 - 4.0 Equipment
 - 5.0 Mounting, Instructions and Checkout

- 269200 Completion of Work
 - 1.0 Testing
 - 2.0 Acceptance
 - 3.0 Miscellaneous
 - 4.0 Close Out

260100
SCOPE & GENERAL DESCRIPTION

- 1.0 General Description- These specifications cover furnishing all labor and materials to provide a complete and operative electrical system for Highland Falls Senior Center.
- 2.0 Scope - The systems described in these plans and specifications include but are not limited to the following:
 - 1. Branch feeder circuits.
 - 2. Lighting fixtures.
 - 3. General purpose circuits.
 - 4. Individual equipment circuits.
 - 5. Cutovers and removals of existing unused systems.

260500
GENERAL CONDITIONS

- 1.0 Governing Conditions - General conditions of the electrical contract shall be in accordance with the "General Conditions of the Contract for the Constructions of Buildings" NSPE/ACEC-CS 156465 (latest edition) with the latest addenda and revisions.
- 2.0 Supplementary General Conditions - Supplementary general conditions may be provided for all mechanical and electrical work and are contained in the General Construction documents. This contractor should read and understand same.
- 3.0 Drawings - Work on this project as described in these specifications is shown on drawings of sheets appropriately titled and plot plan.
- 4.0 Submission of Bid - Contractor shall submit bid as directed to the owner's agent at the time specified. The bid shall contain a statement of the work to be performed and the total construction. The contractor shall state that this work is to be performed in accordance with all applicable plans and specifications.
- 5.0 Investigation of Conditions - The electrical contractor shall visit the site of the work and familiarize himself with all available information concerning the nature of local conditions bearing on transportation, handling and storage of materials. The electrical contractor shall make his own estimate of the facilities needed and difficulties attending the execution of the contract, including local conditions, availability of labor, uncertainties of weather, transportation and other conditions bearing on transportation, handling and storage of materials.
- 6.0 Contractual Relationship with Owner - Upon award of this contract, the contractor shall save harmless the owner and his agents from any and all causes of action arising out of this contract.
- 7.0 National Electrical Code - Entire installation shall be made in accordance with the latest edition of National Electrical Code. Contractor shall cooperate with NEC inspector on the installation.
- 8.0 Safety - This electrical contractor shall perform all work in accordance with Rule #23 of the New York State Standards of the Labor Board and shall take special precaution during the construction to avoid any exposed live parts. When working on live equipment, the contractor shall give other trades adequate warning and provide adequate protection and warning for others. All open trenches shall be barricaded at all times and safety lighted at night.
- 9.0 Field Measurements - The electrical contractor shall verify in the field, all measurements necessary for his work and shall assume responsibility for their accuracy.
- 10.0 Existing Systems and Equipment – Portions of existing services, cables, conduits, panels or equipment may be reused and/or altered. See drawings for details.

- 11.0 Tests and Energizing - After the electrical installation is complete, this contractor shall test all circuits, busses and equipment and verify to ensure that they are free from grounds and short circuits before energizing. All 600-volt cable shall be tested using megohmmeter. Cables of higher voltage rating shall be tested using a D.C. high potential tester. Equipment shall be energized only after said tests have been conducted and test results evaluated.
- 12.0 Prevailing Wage Rates - Provisions of the New York State Labor Law require payment of "Prevailing Wage Rates" in certain public projects. Where applicable, these will be made a part of this contract.
- 13.0 Other General Conditions -
1. Intent - It is the intent of these plans and specifications to provide alterations and/or new construction as indicated on the drawings and in the specifications to provide complete systems in every respect, capable of operating as designed. It is not intended that every fitting, minor detail or feature be shown on drawings. The contractor shall be responsible for any detail necessary for completion of these systems in accordance with good practice. Installation shall be executed so as to contribute to efficiency of operation, minimum maintenance, accessibility and sightliness. The installation shall conform and accommodate itself to the building structure, its equipment and its usage. No piping or equipment shall be installed in such a manner as to interfere with the operation of any doors or windows. Requirements specified herein shall govern applicable portion of mechanical and electrical sections whether so stated herein or not.
 2. Regulations and Certificates - All work shall be done in strict accordance with rules and regulations of local and state authorities having jurisdiction over such work, utility companies operating where apparatus is being installed, National Fire Protection Association, IEEE and insurance companies. Where discrepancies occur between above regulations and these plans and specifications, requirements of the regulations shall take precedence, except that these specifications shall be minimum requirements and that no changes shall be made without approval of the engineer. Complete approval of all above mentioned authorities shall be secured and their certificates of approval shall be delivered to the owner before final acceptance. Any and all drawings or documents required (in addition to contract drawings) shall be furnished in order to secure above-mentioned approvals.
 3. Drawings and Measurements - Contract drawings for mechanical and electrical work are in part diagrammatic, intended to cover the general design and extent of the systems and indicate general arrangement of equipment, ducts, conduits, piping and approximate sizes and locations of equipment and outlets. Drawings are not intended to be scaled for roughing-in measurements nor to serve as shop drawings. Where drawings are required for these purposes or have to be made from field measurements, they shall be prepared by the various trades and coordinated by the contractor. Where job conditions require reasonable changes from indicated locations and arrangements, such changes shall be made without cost to the owner. Exact locations of all grilles, registers, plumbing fixtures,

electrical fixtures, panelboards, etc., shall be governed by plans, elevations and details.

4. Record Drawings - During the course of construction the respective contractor shall keep a careful record (in drawing form) of all deviations from the work as shown on the contract drawings on the installation of pipes, ducts, electric outlets, equipment, invert elevations, etc. These drawings shall be delivered to the engineer before the final certificate of payment is issued.
5. Accessibility - Locate all equipment which must be serviced, operated or maintained, in fully accessible position. Equipment shall include but not be limited to valves, traps, cleanouts, motors, controllers, drain points, etc. Furnish access doors where required. Minor deviations from the drawings may be made to allow for better accessibility, but changes of magnitude or which involve extra cost shall not be made without approval.
6. Access Doors and Panels - Furnish flush type door or panel with metal frame for all junction boxes or apparatus located in chases, walls or floors. Finish shall be prime coat.
7. Quiet Operation - All work shall operate under all conditions of load without any sound or vibration which is objectionable in the opinion of the engineer. In case of moving machinery, sound or vibration noticeable outside of room in which it is installed or annoyingly noticeable inside its own room will be considered objectionable by the engineer shall be corrected in approved manner by the contractor at the latter's expense.
8. Covering of Work - No pipe fittings or other work of any kind shall be covered up or hidden from view before it has been examined or approved by the engineer or other authority having jurisdiction. Any unfaithful or imperfect work or material which may be discovered shall be removed and corrected immediately before being condemned, and other work and materials shall be furnished which shall be satisfactory to the engineer.
9. Guarantee - The electrical contractor shall guarantee all workmanship, materials, performance for a period of one year from the date of the certificate of completion and acceptance of his work. The contractors shall promptly correct any defects upon notice from the owner to do so, without cost to the owner.
10. Waterproofing - Where any work pierces waterproofing, the installation shall be as approved by the engineer. The electrical contractor shall furnish all necessary sleeves, caulking and flashing as required to make the openings absolutely watertight.
11. Equipment Returns – As part of this contract, contractors shall ensure that suppliers of any and all equipment supplied for this project agree to accept the return of any equipment on this project that is in undamaged condition and has not been put into service with a maximum restocking fee of 25%, up until the date of certified substantial completion of the project.

12. Coordination of Trades – It is understood that coordination between all of the trades on this project is the responsibility of the construction manager (if any), the general contractor (if any) and the trades themselves. This coordination will include meetings and discussions as needed among the parties noted above, and preparation of coordination drawings as needed. The cost of this coordination work shall be included in the contractors' bids. It is not the responsibility of the engineer to perform this coordination. No extra charges will be paid to any contractor that is due to additional work being performed due to lack of coordination between the trades.

260800
CODES, PERMITS AND INSPECTIONS

- 1.0 Applicable Codes - The entire installation shall conform to the rules and regulations of the following parties having jurisdiction:
1. National Electrical Code of the National Fire Protection Association, latest edition.
 2. State Codes, Local Electrical Codes and other regulations of municipality.
 3. "Specifications for Electrical Installations" issued by supplying electric utility company.
 4. Telephone company standards.
- 2.0 Permits - Contractor shall obtain all permits required by local utility company ordinances. Contractor shall cooperate with utility companies on electric and telephone installations. Contractor shall obtain approval of all utilities on service entrances.
- 3.0 Certificate of Inspection - Upon completion, the electrical contractor shall furnish a certificate of final inspection to the owner from the New York Board of Fire Underwriters covering all electrical installations in these plans and specifications in his contract. The cost of said inspection shall be borne by the contractor and shall be included in the contract amount.
- 4.0 Electric Utility Company Standards - Entire installation shall conform to all rules and regulations for service as issued by the utility company. Pad mount transformer installation shall conform to the supplying utility company standards and specifications provided by utility company.
- 5.0 Laws, Ordinances and Fees - This contractor shall give all necessary notices, obtain all permits, and pay all taxes, fees and other documents and obtain all necessary approvals of all local, County, New York and/or State of New York Departments, having jurisdiction; obtain all required Certificates of Inspection for his work and deliver same to the engineer before request for acceptance and final payment for the work. This contractor shall include in the work, without extra cost to the owner, any labor, materials, services, apparatus, drawings (in addition to contract drawings and documents) which are necessary in order to comply with all applicable laws, ordinances, rules and regulations whether or not shown on drawings and/or specified. With submission of bid, the electrical contractors shall give written notice to the engineer of any materials or equipment believed inadequate or unsuitable in violation of laws, ordinances, rules or regulations of authorities having jurisdiction and any necessary items of work omitted. In the absence of such written notice, it is mutually agreed that this contractor has included the cost of all required items in his proposal, and that he will be responsible for the approved satisfactory functioning of the entire system without extra compensation.
- 6.0 O.S.H.A. - All work on this project shall be accomplished in accordance with Federal statutes such as the Occupational Safety and Health Act (1970).

261000
MATERIALS, WORKMANSHIP AND GUARANTEE

- 1.0 Materials Standards - All materials shall be new and comply with the best accepted industry standards and shall bear the Underwriters' Laboratories (UL) seal of approval. All material shall be of such quality and dimensions specified and shall be manufactured in accordance with American Standards Association, National Electrical Manufacturers Association, I.E.E.E., and Underwriter's Laboratories. In any conflict, the engineer shall be sole judge of whether or not these conditions are met or whether the "or equal" clause is met. All conductors on entire project shall be copper. Abbreviations in the plans and specifications may be used as follows:

EMT - "Electro Metallic Tubing" - Thin wall conduit.

GIC - "Galvanized Iron Conduit" - Heavy wall conduit.

PVC - "Polyvinyl Chloride" - Schedule 40 or 80 conduit as specified.

Samples - Contractor may be required to submit sample of all materials used to the engineer. Materials may be rejected any time during project if installed without presenting samples, if found to be not equal to the quality specified in its category. The engineer shall be the sole judge of this matter.

- 2.0 Appearance of Work - All work shall be executed to present a neat mechanical appearance and leave the installation in proper operating order.
- 3.0 Guarantee - The contractor shall replace any work or material which develops defects from ordinary wear and tear within one year of the date of the final certificate of approval. Replacement shall be made without cost to the owner.
- 4.0 Layout, Cutting and Patching - The electrical contractor shall layout all conduits, box locations, etc., in advance of pouring concrete or installation of walls. Any cutting or patching required because of the contractor's neglect to properly lay out the work shall be performed at the expense of the contractor and shall be approved by the engineer to assure a workmanlike job. Contractor shall verify all dimensions shown on plans and shall be responsible for dimensions and conduit sizes to assure adequate sizing where larger conduits are installed to provide for more than one circuit per conduit. Contractor shall cooperate with other contractors on locations of facilities where conflicts of location arise.
- 5.0 Shop Drawings and Samples - Before ordering material shipped to the job, submit to engineer six copies of shop drawings for review giving all details, dimensions, etc., of the following equipment:

(PLEASE LIST SHOP DRAWINGS NEEDED)

Electrical contractor shall also furnish samples of wire, cable, plug receptacles, light switches, disconnect switches and other small parts as requested by the engineer.

- 6.0 Rigid Steel Conduit and EMT - All rigid steel conduit shall be full weight standard i.p.s. galvanized or Sheradized threaded conduit equal to National Electric Products Company "Sheraduct" or approved equal, and no conduit smaller than 3/4" in size shall be used on any part of the installation. Rigid steel conduit shall be used in floor slab and on all main feeders to light panels, power panels, etc. All conduits, where located in outside walls, underground or underfloors, shall have joints redlead. Conduits buried underground, chased in roof planking or in slab on grade shall be painted with two coats of asphaltum paint. Conduits shall be continuous from outlet to outlet, and from outlets to cabinets, junction or pull boxes and shall enter and be secured to all boxes in such a manner that each system shall be electrically continuous from service to all outlets. Terminals of all conduits shall be furnished with double locknuts and bushings. Changes in direction of conduit where concealed shall be made by means of standard radius bend, and where exposed by means of Crouse-Hinds or equal galvanized or sheradized threaded condulets. Armored cable shall be used only for short connections to fractional horsepower utility motors. Electrical metallic tubing may be permitted on exposed ceiling work and for concealed branch circuit wiring where not installed in slab construction.
- 7.0 Junction and Pull Boxes - Junction or pull boxes shall be furnished and installed under this section of the specifications where indicated on the drawings, wherever else such a box may be deemed necessary to facilitate the pulling or splicing of wires or cables. All such boxes must be accessible and shall be built only from approved detail working drawings. Conduits shall enter these boxes through tight fitting clearance holes. Covers for the boxes shall be designed for quick removal. Where junction boxes are required for splicing box for special recessed fixtures, consult the engineer before installing and determine exact location of each box. Each feeder passing through a pull box shall be tagged with tag of fireproof material, or designated in another approved manner. Generally, junction boxes and pull box shall not be exposed in finished spaces. Where necessary, reroute conduits or make other arrangements to meet approval of engineer.

264400
INDIVIDUAL EQUIPMENT CIRCUITS

- 1.0 Description and Location - Install all individual equipment circuits as shown on drawings.
- 2.0 Wiring Method - Install all individual equipment circuits with Type THHN copper conductors in conduit. Type MC (BX) insulated copper conductors may be utilized for drop whips from junction box to device, unless otherwise noted. Connect and test. Furnish and install all wiring and furnish and install disconnect switches on equipment furnished and installed by others.
- 3.0 Mechanical Equipment - Electrical contractor shall furnish and install all power wiring, disconnect switches and connections as required to all mechanical equipment spaces to fans, air handlers, etc., as shown on drawings. Electrical control systems of all HVAC and plumbing equipment shall be furnished by respective contractors. Respective contractors shall hire, as necessary, licensed electricians to perform control work requiring same. Motor starting shall be furnished by respective contractors for installation by Electrical Contractor.

264600
GENERAL PURPOSE BRANCH CIRCUITS

- 1.0 Description - Install general-purpose branch circuits as shown on one-line diagrams on plan.
- 2.0 Wiring Method - All general purpose branch circuits shall be installed as shown on drawings. Conductor and conduit sizes are shown on drawings. No wire size smaller than #12 AWG copper shall be used. No conduit smaller than 3/4" shall be used. All boxes shall be 4" square or larger and minimum depth of 1-1/2". All conduits and boxes shall be concealed in all areas except mechanical rooms, pipe tunnel and storage areas. Metallic armored cable may be used at locations shown on drawings and for whips to branch devices. All circuits installed in floor slab shall be rigid galvanized iron conduit. All conduits installed in or below any concrete shall be rigid galvanized iron conduit and coated with "Bitumastic". All junction boxes shall be sized as shown on drawings or as per N.E.C. requirements. Provide swing cover or screw as shown or dictated by usage. All junction boxes shall be code grade steel galvanized. All junction boxes shall be accessible. Electrical contractor is required to provide and install access doors or panels for same unless otherwise noted. It is noted that the hereinbefore-described wiring method is applicable to various other signal systems as well as general purpose circuits as herein described.

Location of Outlets - Locate outlets as shown on drawing. Contractor shall cooperate with other trades in conflict of locations. Except as otherwise specified on drawings, centerline height of outlets above floorline shall be as follows:

Bracket Outlets	6'-6"
Wall Switches	4'-0"
Clock Outlets	7'-0"
Convenience Outlets (Counters)	3'-8"
Convenience Outlets	1'-6"

See plans for locations of other lighting and power outlets.

- 3.0 Control of Circuits - Circuit control shall be provided as shown on drawings. Where no switches are shown on the drawings, the breaker switch in panel shall be used as the switching means, and shall be of the switching duty type.
- 4.0 Wiring Devices - Shall be as listed in legend and schedule described on drawings.
- 5.0 Connections - All connections shall be made using Buchanan Compression Type connectors or equal, using nylon or P.V.C. insulators.
- 6.0 Plates - All switches, receptacles and wiring device plates shall be chrome/brushed stainless steel as desired by Owner. Furnish and install same as directed. Chrome in baths and toilets, stainless steel in all other areas. All plates shall be 0.40 thick.

265000
LIGHTING AND EQUIPMENT

- 1.0 Description and Guarantee - Contractor shall furnish and install all lighting equipment as shown on the drawings and as contained in these specifications. All material shall be NEMA standard manufactured and shall be Underwriters Laboratories approved and shall bear that seal of approval. Contractor shall furnish and install all lamps of types and sizes as described on plans in the schedule of electrical equipment to the maximum size permitted by the fixture design. Equipment shall be tested and rendered operative by the contractor.
- 2.0 Lighting Fixture Schedule - The contractor shall furnish and install the lighting fixtures complete for each and every light outlet in the type, quality and size of fixture indicated on plans and as described in the schedule. It shall be the responsibility of the contractor to check the plans with the schedule for completeness, as this schedule is made up for the purpose of indicating the general type, quality and size of fixtures that will be required. The use of catalog numbers describing a fixture does not necessarily include all the required accessories that may be required for a complete installation. The use of a vendor's name and catalog is for convenience in specifying the quality, style, size, finish and general type of fixture required and does not intentionally exclude similar equipment available from other manufacturers. This contractor shall include all fixtures, wiring, hanging, uncrating, connecting up, and making ready to operate. All fixture wire for fixtures shall be not less than #16 gauge, but larger if capacity of fixture requires it. All splices shall be pressure type connectors as hereinbefore described. Contractor shall include the cost of furnishing and installing all lamps for all fixtures under this contract throughout. All lamps for all fixtures shall be furnished in type specified. All tubes for all fluorescent fixtures shall be furnished by General Electric, Westinghouse, Sylvania or approved equal of color as later selected and type called for under each fixture type. The engineer reserves the privilege of having samples specified lighting fixtures mounted in place in operating condition for evaluation prior to final approval. In the event any fixture type is rejected for aesthetic or other reasons, the contractor shall procure and install other suitable fixtures as directed until a satisfactory approval is granted. Any difference in cost of fixtures thus approved shall be mutually agreed upon before installation, but all work involved in sample installations and final approval by the engineer shall be at no additional expense to the owner.
- 3.0 Installation of Lighting Fixtures - Fixtures shall be completely wired in accordance with the latest requirements of the National Electrical Code. All pendant type fixtures in the same room shall be installed at a uniform height from the floor and hang plumb. Fixtures shall be rigidly mounted in fixture stud in outlet box. Malleable iron hickies or extension pieces shall be provided where required. Each lighting fixture unit shall be installed in a manner approved by the manufacturer using a fastening method approved to sustain three times the weight of each unit. Use only stems, fittings and appurtenances provided by same fixture manufacturer. All suspended units where used with suspended ceiling shall be suspended from a structural portion of building and shall not be dependent upon ceiling for support. Contractor shall furnish and install all miscellaneous materials required to install lighting fixtures. Provide and install suitable cover plates or canopy for fixture outlet box where the fixture does not provide a suitable cover. Fixtures located on exterior of building shall be installed with cadmium-plated brass screws. Electrical contractor shall confer with the general contractor to locate and install pendant-ceiling fixtures and install supports for any ceiling fixtures which require special provision for their

support. Installation of all lighting fixtures shall be done by experienced mechanics. Lighting fixtures shall not be installed until finished coat of paint has been applied to ceilings and walls and allowed to dry thoroughly. Lighting fixtures in the equipment rooms shall not be installed until all piping and ductwork is in place. Lighting fixtures layout shown on plans is typical layout for bid purposes but must be modified by the contractor to provide adequate lighting of the equipment space according to final construction conditions. Any relocation of fixtures due to duct or piping interference shall be as directed by Architect, at the expense of the contractor and not billed to the owner.

- 4.0 Outdoor Lighting - Furnish and install outdoor lighting equipment as shown in detail on drawing. Provide outdoor lighting on building perimeter as shown.

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FIRE ALARM SYSTEM

- 1.0 Description of System - Furnish and install a completely supervised detection and fire alarm system, as manufactured by Simplex, Edwards, Fire Lite, or equal. The system shall contain battery back-up power to operate the system in case of power outage. The battery unit shall be provided with battery charger with a trickle charge feature. The system shall conform to the following National Fire Protection Association Bulletins:
1. NFPA-70 National Electrical Code, latest edition.
 2. NFPA-101 Life Safety Code.
 3. NFPA-72 latest edition.
 4. All work to be performed by qualified personnel of the contractor experienced in such work.
- 2.0 Wiring - Electrical service for equipment shall be connected to the supply side of the service disconnect. Minimum wire size shall be as recommended by equipment manufacturer. (No wire smaller than 18-gauge will be approved). Use UL listed wire only. All wiring shall be concealed in walls or in conduit where exposed at the ceiling.
- 3.0 Drawings - See drawings for equipment location. Drawings are schematic. Exact locations to be approved by architect in field before installation.
- 4.0 Equipment - The system components shall be as indicated on plans.
1. Strobes and horn strobes shall be ADA compliant and shall be installed to comply with same.
 2. Pull stations shall be dual action type.
 3. Smoke detectors shall be photoelectric.
 4. Duct smoke detectors shall be ionization type with full-length sampling tube.
 5. Fan shutdown shall be provided on all air handling systems greater than 2000 cfm.
 6. The annunciator panel shall be located at the main entrance visible to the exterior, where possible.
- 5.0 Mounting, Instructions and Checkout -
1. Securely mount all devices.
 2. Provide instructions and maintenance manual for entire system.

3. Complete systems shall be tested and operation shall be demonstrated before final acceptance. Provide separate circuit from panel shown to battery charger unit. All wiring shall be permanently connected to unit.

Entire system shall be installed with separate wiring from other system of the building.

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COMPLETION OF WORK

- 1.0 Testing - Completed installation shall be tested. Cable shall be tested with ohmmeter for grounds, opens, insulation resistance. Cable insulation resistance shall be in the megohm range in the category required by I.P.C.E.A. for the cable.
- 2.0 Acceptance - In the presence of engineer and owner, demonstrate operation of systems and that all specifications have been met to the satisfaction of the owner.
- 3.0 Miscellaneous - Provide all miscellaneous spare parts, devices and appurtenances as required. Install and test.
- 4.0 Close Out -
 - 1. Contractor shall provide 2 copies of all O&M manuals, warranty and catalog cut data in a 3 ring binder, neatly arranged, to the owner prior to application of final payment. Binder shall be acceptable to owner and engineer prior to approval of final payment.
 - 2. Demonstrate to building maintenance personnel correct preventive and schedule maintenance services.
 - 3. Provide warranty to owner, including points of contact for warranty work for system installation and manufacturers equipment installed.

Final payment will not be released until contract closeout is complete.

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