

**PROJECT MANUAL**

**ORANGE COUNTY COMMUNITY COLLEGE  
MIDDLETOWN CAMPUS**

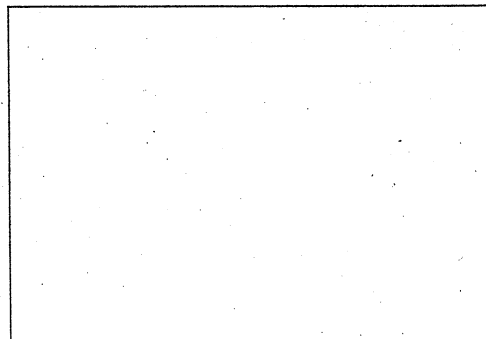
**115 South Street  
Middletown, NY 10940**

**George Shepard Student Center  
Chiller Replacement  
ITB-OCCC-2021-25**

**CONTRACT-ALL WORK HEREIN**

**DATE: September 2, 2021**

**ENGINEERING CONSULTANT  
FELLENZER ENGINEERING, LLP  
22 MULBERRY STREET  
MIDDLETOWN, NY 10940  
Ph: (845) 343-1481  
Fax: (845) 343-4986  
FE Project No. 20-357**



SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # 2021-25  
FE Project # 20-357

## INDEX TO SPECIFICATIONS & DRAWINGS

### INDEX TO SPECIFICATIONS

#### **DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS**

Invitation to Bid  
Information for Bidders  
Bid Proposal  
    Schedule 1 – Bid Bond  
    Schedule 2 – Offer of Surety  
    Schedule 3 – Qualifications of Bidder  
    Schedule 4 – Non-Collusion Bidding Certificate  
    Schedule 5 – Notice of Award  
    Schedule 6 – Notice to Proceed  
    Schedule 7 – Form of Bonds

Agreement  
Appendix A – Prevailing Wage Rates  
General Conditions

#### **DIVISION 1 – GENERAL REQUIREMENTS**

| <u>Section</u> | <u>Title</u>                      |
|----------------|-----------------------------------|
| 01 1000        | Special Conditions                |
| 01 1040        | Project Coordination              |
| 01 3000        | Administrative Requirements       |
| 01 3300        | Submittals                        |
| 01 4000        | Quality Requirements              |
| 01 4200        | References                        |
| 01 5000        | Temporary Facilities and Controls |
| 01 6000        | Product Requirements              |
| 01 7320        | Selective Demolition              |
| 01 7700        | Project Closeout                  |

#### **DIVISION 03 – GENERAL REQUIREMENTS**

| <u>Section</u> | <u>Title</u>                         |
|----------------|--------------------------------------|
| 03 3053        | Miscellaneous-Cast-In-Place Concrete |

#### **DIVISION 22 – PLUMBING**

| <u>Section</u> | <u>Title</u>                     |
|----------------|----------------------------------|
| 22 0500        | Common Work Results for Plumbing |

#### **DIVISION 23 – HVAC**

| <u>Section</u> | <u>Title</u>                 |
|----------------|------------------------------|
| 23 0500        | Common Work Results for HVAC |

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # 2021-25  
FE Project # 20-357

|         |  |
|---------|--|
| 23 0513 | Common Motor Requirement for HVAC Systems    |
| 23 0516 | Expansion Fittings and Loops for HVAC Piping |
| 23 0519 | Thermometers and Gauges                      |
| 23 0523 | General-Duty Valves for HVAC Piping          |
| 23 0529 | Hangers and Supports for HVAC Systems        |
| 23 0548 | Vibration Controls for HVAC Equipment        |
| 23 0553 | Identification for HVAC Piping and Equipment |
| 23 0593 | Testing, Adjusting and Balancing for HVAC    |
| 23 0700 | HVAC Insulation                              |
| 23 2113 | Hydronic Piping                              |
| 23 6416 | Centrifugal Water Chillers                   |

**DIVISION 26 - ELECTRICAL**

|                |  |
|----------------|--|
| <u>Section</u> | <u>Title</u>                                       |
| 26 0500        | Common Work Results for Electrical                 |
| 26 0519        | Low Voltage Electrical Power Conductors and Cables |
| 26 0526        | Grounding and Bonding for Electrical Systems       |
| 26 0529        | Hangers and Supports for Electrical Systems        |
| 26 0533        | Raceways and Boxes for Electrical Systems          |
| 26 0553        | Identification for Electrical Systems              |
| 26 2816        | Enclosed Switches and Circuit Breakers             |

|                          |
|--------------------------|
| <b>INDEX TO DRAWINGS</b> |
|--------------------------|

| <u>PAGE</u> | <u>DRAWING #</u> | <u>DRAWING TITLE</u>                          |
|-------------|------------------|---|
| 1           | TS               | Title Sheet                                   |
| 2           | MEP-001          | Symbols, Notes & Abbreviations                |
| 3           | MEPD-101         | MEP Basement Demolition Plan                  |
| 4           | MEP-101          | MEP Basement Construction Plan                |
| 5           | MEP-102          | Partial Basement Electrical Distribution Plan |
| 6           | MEP-601          | Flow Diagrams                                 |
| 7           | MEP-701          | Details, Schedules & Controls                 |
| 8           | MEP-702          | Details                                       |

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

### INVITATION TO BID

Sealed bids will be received by Orange County Community College for the following contract:

**ORANGE COUNTY COMMUNITY COLLEGE**  
**GEORGE SHEPARD STUDENT CENTER**  
**CHILLER REPLACEMENT**  
**115 SOUTH STREET**  
**MIDDLETOWN, NY 10940**  
**ITB-OCCC-2021-25**

Sealed bids will be received until **2:00 PM Thursday, September 23rd, 2021**, by Orange County Community College (OWNER) at the PURCHASING DEPARTMENT in ORANGE HALL ROOM 220, 22 GRANDVIEW AVENUE, Middletown, NY 10940; Bids must be delivered to an individual in the Business Office. Bids will be publicly opened and read aloud at the Horton Hall Warehouse adjacent to the OCCC Security Office. Social Distance Rules apply, all attending must wear a mask. Late bids will not be accepted

Plans, Specifications and Contract Documents for the proposed work are on file and publicly exhibited at Fellenzer Engineering, LLP, 22 Mulberry Street, Middletown, NY 10940. The said plans and specifications may be obtained from Fellenzer Engineering, LLP, 22 Mulberry Street, Middletown, NY 10940 at the above address, in person or by mail beginning Thursday, September 2nd, 2021. The Contractors shall leave their names and correct mailing addresses upon receipt of the plans and specifications.

1. Copies of the Bidding Documents may be obtained upon payment of \$50.00 per set, by certified check or money order, refundable, payable to Orange County Community College.
2. Partial sets will not be issued.
3. If Bidding Documents are to be mailed, enclose a separate certified check or money order for postage and handling in the amount of \$50.00, payable to Orange County Community College.

Each bid from a Contractor must be accompanied by a bid bond or certified check, payable to the OWNER, in the amount of ten-percent (10%) of the total amount of the bid as security therefore. The bid bond or certified check shall be returned or refunded to the bidder on the condition that if the bid is accepted by the Owner, the bidder shall enter into a contract for the same, within ten (10) days after notification of award of contract. If no contract is awarded within 60 days of submittal of the bid, the bid may be withdrawn and the bid bond or certified check shall be returned or refunded. Each proposal must be accompanied by an Offer of Surety (Schedule 1), signed by the bidder and by the proposed surety.

At the time of execution of the Contract, the Contractor shall furnish the Owner the necessary bonds. The required bonds shall be substantially conditioned to provide that the Contractor shall faithfully perform the Contract on his part, and shall satisfy all claims and demands incurred for the same, and shall indemnify the College against any and all claims for damage on account of work performed under the Contract.

The Contractor shall procure and maintain, at his expense, until final acceptance by the Owner of the work covered by the Contract, liability insurance for Workmen's Compensation and for bodily

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

injury and property damage, and said insurance shall be kept in full force and effect by the Contractor by payment of the required premiums during the term of the work performed under the Contract.

Pursuant to General Municipal Law § 108, the bidder stipulates and agrees that any agreement shall be void and of no force or effect unless the person, entity or corporation making or performing such agreement secure compensation for the benefit of, and keeps insured during the life of such agreement its employees, in compliance with the Workers' Compensation Law.

The Contractor shall furnish promptly upon demand by the Owner proof that said insurance remains in full force and effect.

The Contractor's failure to procure or maintain said insurance shall constitute an act of default and entitle the Owner to terminate the Contract (as set forth in General Conditions, Article XIII).

All bids shall be submitted subject to the following conditions:

1. All bid envelopes must be marked "**BID PROPOSAL TO BE OPENED Thursday, September 23, 2021 AT 2:00 PM**". It is the responsibility of the bidder to ensure that their Bid is delivered to an individual in the Business Office in ORANGE HALL ROOM 220, 22 GRANDVIEW AVENUE, Middletown N.Y. 10940. All Bids are to be stamped in at the reception desk.
2. Bids received after the aforementioned time will not be accepted.
3. The OWNER reserves the right to reject any or all bids and re-advertise for new bids.
4. All bidders shall submit proof of responsibility, as required by the OWNER.
5. Each bid must contain the certificate of non-collusive bidding required by Section 103-d of the General Municipal Law, relating to non-collusion (Schedule 4 hereto).
6. No bids shall be withdrawn for a period of sixty (60) days after the receipt thereof, without the consent of the College.
7. The bidder shall make allowance in his bid for any price increase in labor and materials. Requisitions for work and/or material shall be at the price bid with no additional charges for such increases.
8. All RFI's are to be submitted in writing at Fellenzer Engineering LLP by Tuesday, September 14<sup>th</sup>, 2021 to Fellenzer Engineering LLP, 22 Mulberry Street, Middletown, NY 10940.
9. Pre-bid meeting and Site Visit is scheduled for 8:30 am, Thursday, September 9<sup>th</sup>, 2021 at the George Shepard Student Center, Front lobby off South Street; all interested parties are encouraged to attend.

Agnes Wagner, Comptroller  
SUNY Orange  
115 South Street  
Middletown, NY 10940

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

Agnes Wagner, Comptroller

Dated: March 17, 2021

## **INFORMATION FOR BIDDERS**

### **PREPARATION OF BIDS**

Each bid or proposal must be typewritten or written in ink on the forms hereto annexed and signed by the bidder. The blank places in the proposal must be filled in as noted and no change shall be made in the phraseology of the proposal or in the items mentioned therein.

Each proposal shall specify the correct gross sum in the manner hereafter described, for which the work will be performed according to the plans and specifications, together with a Lump Sum Bid and/or Unit Price Bid for each of the separate items as called for in the proposal.

### **EXAMINATION OF PROPOSED CONTRACT**

Prior to bid submittal, the prospective bidder shall read and examine with care the Contract Documents (as defined in Article II of the General Conditions), and must, before bidding but no later than ten (10) days prior to bid opening, request of the Engineer in writing an interpretation or correction of every ambiguity, inconsistency, omission or error in the Contract Documents which a reasonably prudent bidder should discover. The bidder's failure to make said request shall constitute a waiver of the right to make any claim whatsoever, including without limitation claims for injunctive relief, damages or rescission by reason of any alleged ambiguity, inconsistency, omission or error in the Contract Documents. The Engineer shall issue in writing by mail to each person or entity of record having submitted the required deposit for Contract Documents its interpretation or correction, as well as any additional contract provisions the Engineer may deem necessary, and shall further post a copy of same at the places where the Contract Documents are kept available for inspection. Upon mailing and posting such interpretation, correction or additional contract provisions shall become a part of the Contract Documents and shall be binding on all bidders. Bidders are on notice that only the Owner's written interpretation or correction shall be valid and binding, and bidders shall not rely on any oral interpretation or correction, for which the Engineer shall not be responsible.

### **PRE-BID INVESTIGATION**

Prior to bid submittal, bidders shall view and investigate the site of the proposed construction work and adjacent area, and it shall be conclusively presumed that each bidder has full knowledge of all conditions on or around the site which may affect in any way the performance of the work to be done under this Contract. The Owner makes no warranties or representations whatsoever with respect to site conditions.

### **CHANGED SUBSURFACE CONDITIONS**

The Owner makes no 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 investigations. 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. The Engineer shall promptly investigate the 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.

#### SUBMITTAL OF BIDS

Bids accompanied by a certified check or bid bond must be submitted in a sealed, opaque envelope and appropriately marked with the name of the bidder, project and addressed to the Board advertising for bids, but otherwise unmarked.

#### BID SECURITY

Each bid or estimate must be accompanied by a certified check or satisfactory Bid Bond in the amount stated in the "Invitation To Bid", which shall be considered as a guaranty that the bidder will execute the Contract and comply with all the statutory provisions thereof within ten (10) days after the Contract form has been delivered to the Contractor by the Owner.

If the successful bidder fails to execute and return the Contract together with the required bonds within ten (10) days as aforesaid, the amount of the Bid Bond and Certified Check made by him shall be forfeited and retained by the Owner as liquidated damages for such failure; but if the Bidder executes the Contract and furnishes required bonds as aforesaid, the amount of the Bid Bond or Certified Check shall be returned to the bidder.

#### INFORMAL BIDS

Bids that are illegible or that contain omissions, erasures, alterations, additions, or items not called for in the itemized proposal, or that contain irregularities of any kind, may be rejected as informal.

Any bid may also be deemed informal which does not contain prices set opposite each of the items for which there is a quantity exhibited in the itemized proposal or which shall, in any manner, fail to conform to the conditions of the published notice inviting proposals. The lump sum bid and/or unit prices and gross sum bid as called for in the Proposal shall be indicated in words and by figures.

The Owner reserves the right to waive any informalities in or reject all bids submitted, or to accept the bid and award the Contract to the lowest responsible bidder therefore, as provided by law.

#### BASIS OF AWARD - COMPARISONS OF BIDS

The Contract shall be awarded, if at all, to the lowest responsible bidder. In the case of Lump Sum Contracts, the lowest responsible bid shall be determined by a comparison of the lump sum prices bid, adjusted for alternate prices bid, if any. In the case of Unit Price Contracts, the lowest responsible bidder shall be determined by a comparison of the total, gross price for which the entire work will be performed, arrived at by computing the sum of the estimated quantities specified in the bid at their stated unit prices, as called for in the proposal and in conformity with the specifications.

#### ERRORS IN BID

In the event that the amount shown in words and its equivalent in figures do not agree, the written words shall be considered binding.

In the event that the total, gross price set forth in the bid does not agree with the total of all the unit prices as computed from the estimated quantities, the total amount of said unit prices so computed shall be controlling and binding.

#### UNBALANCED BID

The Owner reserves the right to reject any bid in which the unit prices appear, in the judgment of the Engineer, to constitute an unbalanced, impracticable or unreasonable bid for such work.

#### APPROXIMATE QUANTITIES

Bidders are advised that the estimate of quantities of the various items of work and materials is approximate only, and is given solely for use as a uniform basis for the comparison of bids and shall not be made the basis of any claim against the Owner. Bidders are responsible for satisfying themselves by personal examination of the site, the work proposed, and the contract documents including the specifications and drawings, and by their own judgment as to the quantities and character of the work to be done, and by such other means as a reasonably prudent bidder would deem necessary, as to the actual conditions and requirements of the work, and shall make their bids accordingly, it being understood that the Contractor will be paid only for the actual quantity of each item of work done at the price specified in the bid proposal.

The Contractor shall assert no claim against the Owner on account of any variation between the estimated quantities and the actual quantities as measured when the work is complete, or on account of any mistake, misunderstanding or misconception as to the nature, location or amount of work to be performed by the Contractor under this Contract.

#### WORK INCLUDED IN BID PRICE

The lump sum price or, as the case may be, the gross sum price on a unit price contract, shall include all the labor and materials required for the entire completion of the contract work by the Contractor. The price as bid shall include without limitation the restoration, to no less than their original condition existing streets, sidewalks, lawns, driveways, terraces, and all other areas disturbed or damaged by the Contractor during the performance of the contract work.

#### OFFER OF SURETY

Attention is called to the Offer of Surety and Certificate of Surety in the form annexed hereto as Schedule "2" following the Form of Proposal which must be filled in by all bidders and submitted with their bid.

#### SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with its delivery of the executed agreement, the successful bidder must deliver to the Owner an executed bond in the amount of 100 percent of the accepted bid, as security for the faithful performance of its Contract, an executed bond in the amount of 100 percent of the accepted bid, as security for the payment of all persons performing labor, or furnishing materials in connection therewith, prepared on the forms of Performance Bond and Labor and Material Payment Bond attached

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

hereto as Schedule "7", and having as surety thereon, such surety company or companies as are acceptable to and approved by the Owner, and as are authorized to transact business in this State.

#### MAINTENANCE BOND

The Contractor shall, upon final completion and together with the submittal of its requisition for final payment, submit an executed Maintenance Bond in the amount of ten percent (10%) of the Final Contract Price for a period of two (2) years following the date of Final Completion, in the form annexed hereto under Schedule "7".

#### QUALIFICATION OF BIDDERS

Annexed hereto as Schedule "3" is a form entitled "Qualification of Bidder", which the Contractor must complete and submit with the Proposal, setting forth its qualifications, financial references and references with regard to work of the same type as in this Contract performed by the bidder to completion within the last five (5) years. All bidders shall furthermore furnish a recent certified financial statement promptly at the Owner's request.

The Owner shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the Contract, and the bidder shall furnish the Owner all such additional information and data for this purpose as the Owner may request. The right is reserved by the Owner to reject any bid, where such requested information has not been provided by the bidder, or the bidder does not satisfy the Owner that the bidder is qualified to properly carry out the terms of the Contract.

#### LABOR PREFERENCE AND WAGE RATES

The successful bidder shall employ local labor, insofar as the same may be reasonably available. Attention of the Contractor is called to the requirements and obligations of Article XXV of the General Conditions relating to labor law requirements and prevailing wage rates, which are set forth in Appendix A to the General Conditions.

#### INSURANCE

The successful bidder shall procure and maintain in full force and effect the insurance specified in Article XXIV of the General Conditions.

#### CERTIFICATE OF NON-COLLUSIVE BIDDING

Each bidder shall submit the certificate of non-collusive bidding annexed hereto as Schedule 4.

#### TIME OF COMPLETION

The rate of progress of the work shall be such that the entire work covered under NOTICE TO PROCEED for this Contract shall be fully completed within 60 consecutive calendar days after issuance of the NOTICE TO PROCEED.

#### LIQUIDATED DAMAGES

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

The bidder agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day beyond the time allowed as specified in the NOTICE TO PROCEED thereafter, and as further provided in Article XXII of the General Conditions.

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

BID PROPOSAL FOR:

**ORANGE COUNTY COMMUNITY COLLEGE**

**GEORGE SHEPARD STUDENT CENTER CHILLER REPLACEMENT  
ITB-OCCC-2021-25  
115 SOUTH STREET  
MIDDLETOWN, NY 10940**

Date \_\_\_\_\_

Project No. \_\_\_\_\_

Proposal of \_\_\_\_\_  
(hereinafter called "Bidder") organized and existing under the laws of the State of \_\_\_\_\_  
To the \_\_\_\_\_ (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for:

**George Shepard Student Center Chiller Replacement**

having examined the plans and specifications with related documents ("Contract Documents") and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The Bidder hereby agrees to commence construction work on this Contract within ten days after the execution of the Contract unless a later starting date is specified, by the Engineer, in the written "Notice to Proceed".

The rate of progress of the work shall be as specified in the Information for Bidders.

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

PROPOSAL

ORANGE COUNTY COMMUNITY COLLEGE

**GEORGE SHEPARD STUDENT CENTER CHILLER REPLACEMENT  
ITB-OCCC-2021-25  
115 SOUTH STREET  
MIDDLETOWN, NY 10940**

BID PROPOSAL

The undersigned Bidder agrees to perform all the work described in the specifications and shown on the Drawings for the Bid Prices shown below:

TOTAL BID PRICE (Includes all contract work):

\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

The amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

SEQUENCE OF OPERATION

Contractor shall proceed with project based on owner occupancy schedule at time of project kickoff meeting.

SALES TAX EXEMPTION (If Applicable)

State and local sales taxes on construction materials required for construction shall not be included in the bid.

The OWNER is exempt from payment of State and Compensating Use Taxes of the State of New York on all materials sold to it, used on, or for the project pursuant to the provisions of the Contract Documents.

The purchase by subcontractors of materials to be furnished pursuant to the provisions of the Contract shall be a purchase for resale to the Contractor (either directly or through other subcontractors) and hence exempt from sales tax, regardless of the terms of the Contract between the prime contractor and the subcontractor.

PROPOSAL

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

The Bidder further agrees to pay, as liquidated damages, for each consecutive calendar day thereafter, the amount specified in the Information for Bidders.

\_\_\_\_\_  
Name of Bidder

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

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

#### ADDENDA

The Bidder acknowledges the receipt of the following Addenda, but he agrees that he is bound by all Addenda whether or not listed herein:

#### ADDENDUM NUMBERS AND DATES

|          |             |
|----------|-------------|
| Number 1 | Dated _____ |
| Number 2 | Dated _____ |
| Number 3 | Dated _____ |
| Number 4 | Dated _____ |

Signature \_\_\_\_\_  
Bidder, Title

#### TITLE TO MATERIALS

Title to all materials furnished by the undersigned Contractor to the OWNER, pursuant to the provisions of the Contract, shall immediately vest in the OWNER upon payment by the OWNER for such materials irrespective of whether such materials are installed or incorporated in the project. Such materials shall then become the sole property of the OWNER subject to the right of the OWNER and the Engineer to reject the same, within a reasonable period, for failure to conform to the standards or specifications of the Contract Documents or the purchase orders.

Notwithstanding such transfer of title, the Contractor shall have the sole continuing responsibility to install such materials, protect them, maintain them in proper condition, and forthwith repair, replace and make good any damage thereto, without cost to the Owner until such time as the work covered by this Contract is fully accepted by the Owner and the two year Guarantee period set forth in Article XX of the General

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

Conditions has expired. Such transfer of title shall in no way effect any of the Contractor's obligations under the Contract. In the event that, after title has passed to the Owner, any of such materials are rejected as being defective or otherwise unsatisfactory within the two-year Guarantee Period, the Contractor shall then replace said defective or unsatisfactory materials with other acceptable materials at no additional cost to the Owner. The Owner shall not be responsible for materials lost, stolen or damaged.

Pursuant to the foregoing Information for Bidders, attached hereto is a certified check or bid bond for the sum of 5% of the total amount of the bid submitted, as well as a fully executed offer of surety.

In the event this proposal is accepted by the official Board and the undersigned fails to execute the Contract and furnish a satisfactory bond as required in the foregoing Information for Bidders within ten (10) days, from the date of notification of the awarding of the Contract, then the said Board, may, at its option, determine that the undersigned has abandoned the Contract, and thereupon this proposal shall be null and void, and the certified check or bid bond accompanying this proposal shall be forfeited to and become the property of the Owner as liquidated damages for such failures or neglect; otherwise, such check or bid bond shall be returned to the undersigned.

The word "Bidder" as used in this proposal is to be understood to include the individual, firm or corporation making this proposal. In case a firm shall be the Bidder, it is understood that all statements herein contained shall apply to the firm and each member thereof.

The following are the first and last names of the Bidder, if an individual, and in the case of a corporation, the names of the president, treasurer and manager, or if a partnership, the names of each general partner.

| <u>NAME</u> | <u>ADDRESS</u> | <u>SOCIAL SECURITY NO.</u> |
|-------------|----------------|----------------------------|
| _____       | _____          | _____                      |
| _____       | _____          | _____                      |
| _____       | _____          | _____                      |
| _____       | _____          | _____                      |

Signature: \_\_\_\_\_

Name and Business  
Address of Bidder:

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

Employer's Identification No.

\_\_\_\_\_

Dated: \_\_\_\_\_

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

IF THE BIDDER IS A CORPORATION, FILL OUT THE FOLLOWING:

Resolved that \_\_\_\_\_

be authorized to sign and submit the bid or proposal of this

corporation for the following project:

\_\_\_\_\_

and to include in such bid or proposal the certificate as to non-collusion required by Section 103-d of the General

Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution

adopted by \_\_\_\_\_

corporation at a meeting of its Board of Directors held on the

\_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Secretary

CORPORATION SEAL

\_\_\_\_\_  
Bidder

Dated: \_\_\_\_\_

**SCHEDULE 1**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_

\_\_\_\_\_  
(Here insert the name and address of the Contractor)

as Principal, hereinafter called the Principal, and \_\_\_\_\_

\_\_\_\_\_  
(Here insert the name and address of the Surety)

as Surety, hereinafter called the Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Here insert the name and address of the Owner)

as Oblige, hereinafter called the Owner, in the amount of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_ for the  
payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors  
and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the principal has submitted to the Owner a  
certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for  
\_\_\_\_\_.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract Agreement as stipulated in the INFORMATION FOR BIDDERS attached hereto, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid: and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument, by a duly authorized person or officer in the case of a corporation, under their several seals on the date indicated below.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Principal

SEAL

\_\_\_\_\_  
Title

ATTEST: \_\_\_\_\_

Witness

\_\_\_\_\_  
Surety

SEAL

\_\_\_\_\_  
Title

ATTEST: \_\_\_\_\_

Witness

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

**SCHEDULE 2**

**OFFER OF SURETY**

In the event the above proposal is accepted and the undersigned is awarded the Contract for the work, the undersigned offers as surety for provision of a faithful performance bond, and a labor and materials bond, the following surety:

\_\_\_\_\_  
Surety Company

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

CERTIFICATE OF SURETY, to be signed by a duly authorized official, agent, or attorney of the Surety Company.

In the event that the above proposal is accepted and the Contract for the work is awarded to said

\_\_\_\_\_  
Name of Bidder

the

\_\_\_\_\_  
Surety Company

will execute the Surety Bonds as hereinbefore provided.

Signed: \_\_\_\_\_  
Authorized Official, Agent, or  
Attorney

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

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

**SCHEDULE 3**

**QUALIFICATION OF BIDDER:**

State the name, address and phone number of each project owner, Owner's representative whether engineer or architect, or contractor as the case may be, for whom work has been performed within the last five (5) years; the name and address of the project and contract designation; and the nature, location and date of the work performed.

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**FINANCIAL REFERENCES:**

| Name | Address | Telephone No. | Relationship to Bidder |
|------|---------|---------------|------------------------|
|      |         |               |                        |
|      |         |               |                        |
|      |         |               |                        |
|      |         |               |                        |
|      |         |               |                        |
|      |         |               |                        |
|      |         |               |                        |

**SCHEDULE 4**

**NON-COLLUSIVE BIDDING CERTIFICATE**

Pursuant to General Municipal Law § 103-d, the undersigned Bidder and each person signing on behalf of Bidder, 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 their knowledge and belief:

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

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

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

\_\_\_\_\_  
Name of Bidder

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

\_\_\_\_\_  
Address  
\_\_\_\_\_

ACCEPTED: \_\_\_\_\_

(Date) \_\_\_\_\_

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

**SCHEDULE 5  
NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT DESCRIPTION: George Shepard Student Center Chiller Replacement**

Total Bid

The OWNER has considered the BID submitted by you for the above described WORK in response to its INVITATION TO BID dated THURSDAY, SEPTEMBER 23, 2021.

You are hereby notified that your BID has been accepted for the amount of \$ \_\_\_\_\_.

You are required by the Information for Bidders to execute the CONTRACT and furnish the required CONTRACTOR'S Performance Bond and Labor and Material Bond within ten (10) days from the receipt of this NOTICE OF AWARD.

If you fail to execute said CONTRACT and to furnish said BONDS within said specified period of time, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

1. You, as the low bidder, are also required to return an acknowledged copy of this NOTICE OF AWARD to ORANGE COUNTY COMMUNITY COLLEGE within ten (10) calendar days of the date of this Notice by certified mail, return receipt requested.
2. The Contract Signing has been scheduled for the \_\_\_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_  
(prevailing local time) at \_\_\_\_\_  
\_\_\_\_\_

NOTICE OF AWARD, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

ACCEPTANCE OF NOTICE OF AWARD  
is hereby acknowledged

Title

this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

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

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

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SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

**SCHEDULE 6**

**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT DESCRIPTION: George Shepard Student Center Chiller Replacement**

You are hereby notified to commence work in accordance with the above referenced CONTRACT dated \_\_\_\_\_, 2021 within ten calendar days of \_\_\_\_\_, 2021 and that you are to fully complete the CONTRACT within 60 consecutive calendar days of Equipment Arrival.

You, as the CONTRACTOR, are required to return an acknowledged copy of the NOTICE TO PROCEED to the ENGINEER within ten (10) calendar days of the date of this Notice by certified mail, return receipt requested.

NOTICE TO PROCEED dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

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

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

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

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

**SCHEDULE 7**

**FORM OF BONDS**

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

**ACKNOWLEDGEMENT OF SURETY**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021,

before me personally came and appeared \_\_\_\_\_

\_\_\_\_\_ to be known, who, being by me duly sworn, did depose and say that he (she)

resides at \_\_\_\_\_, that he (she) is the \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ the corporation described in and which executed the foregoing

instrument; that he (she) knows the seal of said corporation; that one of the seals affixed to said

instrument is such seal; that it was so affixed by order of the Directors of said corporation; and that he

(she) signed his (her) name thereto by like order.

(SURETY SEAL)

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

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE, \_\_\_\_\_ of \_\_\_\_\_  
(hereinafter called the Principal), as Principal, and \_\_\_\_\_

(Here insert the name and address of the Surety)  
authorized to become Surety in the State of \_\_\_\_\_ (hereinafter called the Surety) as  
Surety, are held and firmly bound unto \_\_\_\_\_  
(hereinafter called the Owner) in the penal sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) to which payment well and truly to be made we do bind ourselves, our and each of our  
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with the Owner dated \_\_\_\_\_  
for \_\_\_\_\_ in accordance with the drawings and specifications prepared by  
\_\_\_\_\_, which contract is by reference made a part hereof,  
and is hereafter referred to as the Contract.

WHEREAS, said Contract, in General Conditions Article XX, provides that the Principal will furnish  
a Bond conditioned to guarantee for the period of two years following final acceptance of the Work by the  
Owner, or two years following completion of any corrective action as defined therein, as the case may be,  
against all defects in workmanship and materials which may become apparent during said Guarantee Period;

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, the Principal  
shall indemnify the Owner for all loss and damage that the Owner may sustain by reason of any defective  
materials or workmanship which become apparent during the Guarantee Period, and if the Principal so  
performs, then this obligation shall be void, but otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument, by a duly  
authorized person or officer in the case of a corporation, under their several seals on the date indicated below:

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CORPORATION SEAL

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

ATTEST: \_\_\_\_\_  
Witness

SURETY SEAL

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Title

ATTEST: \_\_\_\_\_  
Witness

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_

\_\_\_\_\_  
(Here insert the name and address of the Contractor)

as Principal, hereinafter called the Principal, and \_\_\_\_\_

\_\_\_\_\_  
(Here insert the name and address of the Surety).

as Surety, hereinafter called the Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Here insert the name and address of the Owner)

as Oblige, hereinafter called the Owner, for the use and benefit of the claimants as herein below defined, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these present.

WHEREAS, Principal has by written agreement, dated \_\_\_\_\_, 2021, entered into a contract with the Owner for \_\_\_\_\_ in accordance with the drawings and specifications prepared by \_\_\_\_\_ which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, or its representatives or assigns and other subcontractors to whom Work under this Contract is sublet and its or their successors and assigns shall promptly pay or cause to be paid all lawful claims for:

1. Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract; and any amendment or extension thereof or addition thereto, whether such persons be agents, servants or employees of the Principal or of any such subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site of the Project regardless of any contractual relationship between the Principal or such subcontractors, or its or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

2. Materials and supplies (whether incorporated in the permanent structure or not), as well as utilities, power, heat, electricity, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void; otherwise to remain in full force and effect.

3. This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety agree that the bond shall be for the benefit of any material man or laborer having a just claim, as well as the Owner itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and its or their successors and assigns, and the Surety herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other person as party plaintiff.

(c) The Principal and Surety agree that neither of them will hold the Owner liable for any judgment for damages or for costs or otherwise, obtained by either or both of them against a laborer or material man in a suit brought by either a laborer or material man under this bond for moneys allegedly due for performing work or furnishing material.

In no event shall the Surety, or its successor or assigns, be liable for a greater sum than the

penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

(d) Notwithstanding any of the foregoing limitations herein, this bond shall secure the prompt payment or discharge otherwise of any claim filed with the provisions of the Labor or Lien Law of the State of New York, governing liens on account of public improvements, notice of which is given by the Obligee to the Surety within thirty (30) days after the filing thereof with the Obligee, addressed to the Surety at its regular place of business.

4. The Principal, for itself and its successors and assigns, and the Surety, for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the Owner to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, material men and third persons, for work, labor, services, supplies or material performed, rendered, or furnished as aforesaid upon the ground that there is no law authorizing the Owner to require the foregoing provisions to be placed in this bond.

5. And the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety, and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed hereunder, or by any payment hereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due or to become due hereunder and said Surety does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by or in relation to said Principal.

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument, by a duly authorized person or officer in the case of a corporation, under their several seals on the date indicated below:

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CORPORATION SEAL

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

ATTEST: \_\_\_\_\_  
Witness

SURETY SEAL

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Title

ATTEST: \_\_\_\_\_  
Witness

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_

\_\_\_\_\_  
(Here insert the name and address of the Contractor)

as Principal, hereinafter called the Principal, and \_\_\_\_\_

\_\_\_\_\_  
(Here insert the name and address of the Surety)

as Surety, hereinafter called the Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Here insert the name and address of the Owner)

as Oblige, hereinafter called the Owner, in the amount of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for  
the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors  
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_, 2021 entered into a contract  
with the Owner for \_\_\_\_\_  
in accordance with the drawings and specifications prepared by \_\_\_\_\_

\_\_\_\_\_  
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and/or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the Owner from all cost and damage which it may suffer by reason of failure so to do, and shall fully reimburse and repay for all outlay and expense which the Owner may incur in making good any such default, and shall protect the said Owner against, and pay any and all amounts, damages, costs and judgments which may or shall be recovered against said Owner or its officers or agents of which the said Owner may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said Work, or the repair or maintenance thereof, or the manner of doing the same, or the neglect of the said Principal, or its agents or servants, or the improper performance of the said Work by the said Principal, or its agents or servants, or the infringement of any patent or patent rights by reason of the use of any materials furnished or work done as aforesaid or otherwise, 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, if requested to do so by the Owner, to fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, covenants thereof, if for any cause, the Principal fails or neglects to so fully perform and complete such Work. The Surety further agrees to commence such work to completion within thirty (30) days after written notice thereof from the Owner and to complete such Work within such time as the Owner may fix.

The Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed there under, or by any payment there under before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any Work to be performed or any moneys due or to become due there under; and said Surety does hereby waive notice of any and all of such extensions,

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by or in relation to said Principal.

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 assigns or successors of the Owner.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument, by a duly authorized person or officer in the case of a corporation, under their several seals on the date indicated below.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Principal

SEAL

\_\_\_\_\_  
Title

ATTEST: \_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety

SEAL

\_\_\_\_\_  
Title

ATTEST: \_\_\_\_\_  
Witness

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

PB-3

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

**AGREEMENT**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 in the  
\_\_\_\_\_, County of \_\_\_\_\_, New York, by and between the \_\_\_\_\_  
(hereinafter called the "OWNER"), whose address is \_\_\_\_\_, and  
\_\_\_\_\_, as Contractor, by \_\_\_\_\_ whose address is  
\_\_\_\_\_

(hereinafter called the "Contractor") in consideration of the covenants, promises and agreements  
contained herein.

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

**APPENDIX A**

**Prevailing Wage Rates**



Kathy Hochul, Governor

Roberta Reardon, Commissioner

SUNYOrange

Eric Fellenzer, Project Manager  
22 Mulberry St., Suite 2D  
Middletown NY 10940

Schedule Year 2021 through 2022  
Date Requested 08/30/2021  
PRC# 2021009121

Location O.C.C.C.  
Project ID# ITB-OCCC-2021-25  
Project Type George Shepard Student Center Chiller Replacment.

### 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](http://www.labor.ny.gov). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

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

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

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



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

### **Introduction**

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

### **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](http://www.labor.ny.gov).

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

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

SUNYOrange

Eric Fellenzer, Project Manager  
22 Mulberry St., Suite 2D  
Middletown NY 10940

Schedule Year 2021 through 2022  
Date Requested 08/30/2021  
PRC# 2021009121

Location O.C.C.C.  
Project ID# ITB-OCCC-2021-25  
Project Type George Shepard Student Center Chiller Replacment.

### 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: _____<br>_____                       |  |            |
| 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](http://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](mailto:dol.misclassified@labor.ny.gov).

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

**Effective June 23, 2020**

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

(12.20)

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

**Budget Policy & Reporting Manual**

**B-610**

**Public Work Enforcement Fund**

*effective date December 7, 2005*

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**1. Purpose and Scope:**

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

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

**2. Background and Statutory References:**

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

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

**3. Procedures and Agency Responsibilities:**

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

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

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

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

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

Reports should contain the following information:

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

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

Department of Labor  
Administrative Finance Bureau-PWEF Unit  
Building 12, Room 464  
State Office Campus  
Albany, NY 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](mailto:dol.misclassified@labor.ny.gov). All complaints of fraud and violations are taken seriously. You can remain anonymous.**

**Employer Name:**

IA 999 (09/16)



# Attention Employees

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

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

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](http://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](http://www.comptroller.nyc.gov) – click on Bureau of Labor Law.

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

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



## Requirements for OSHA 10 Compliance

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

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

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

Proof of completion may include but is not limited to:

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

08/01/2021

**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**

08/01/2021

**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**

08/01/2021

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess

**PARTIAL COUNTIES**

Range: : 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**

08/01/2021

**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**

**08/01/2021**

**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

08/01/2021

**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

08/01/2021

**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

#### 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

11-279.2B/H&H

**Carpenter - Floor Coverer**

**08/01/2021**

**JOB DESCRIPTION** Carpenter - Floor Coverer

**DISTRICT** 11

**ENTIRE COUNTIES**

Columbia, Sullivan, Ulster

**PARTIAL COUNTIES**

Range: 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

08/01/2021

JOB DESCRIPTION Electrician

DISTRICT 11

ENTIRE COUNTIES

Orange, Putnam, Rockland

PARTIAL COUNTIES

Dutchess: Towns of Fishkill, East Fishkill, and Beacon.

## WAGES

Per hour:

Electrician Wireman/Technician

07/01/2021  
\$ 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.

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:

Journeyman

07/01/2021  
\$ 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.

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

08/01/2021

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<br>Wage Rate | 70% of Mechanic<br>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

08/01/2021

### 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  | + \$1.25   |
| *Scaffolding                   | 59.55     |            |
| Glass Tinting &<br>Window Film | 29.60     |            |
| *Repair & Maintenance          | 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

|                                |          |
|--------------------------------|----------|
| Journeyworker                  | \$ 36.04 |
| Glass tinting &<br>Window Film | 21.19    |
| Repair & Maintenance           | 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

|          |          |
|----------|----------|
| 1st term | \$ 20.72 |
| 2nd term | 28.66    |
| 3rd term | 34.67    |
| 4th term | 46.62    |

Supplemental Benefits:

(Per hour)

|          |          |
|----------|----------|
| 1st term | \$ 16.58 |
| 2nd term | 23.57    |
| 3rd term | 26.09    |
| 4th term | 30.91    |

8-1087 (DC9 NYC)

### Insulator - Heat & Frost

08/01/2021

**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 &<br>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 &<br>Additional Training<br>Fire Stop Work: | 37.06    |

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

08/01/2021

**JOB DESCRIPTION** Ironworker

**DISTRICT** 11

### ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

### WAGES

Per hour:

|                  | 07/01/2021 | 07/01/2022<br>Additional | 07/01/2023<br>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

### 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

08/01/2021

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, signal person, 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 |
|----------|----------|----------|

|          |       |       |
|----------|-------|-------|
| 1st term | 25.35 | 26.26 |
| 2nd term | 29.25 | 30.30 |
| 3rd 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**

**08/01/2021**

**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

|          |          |          |
|----------|----------|----------|
| 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**

**08/01/2021**

**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**

**08/01/2021**

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

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

6-1249a

**Lineman Electrician - Teledata**

**08/01/2021**

**JOB DESCRIPTION** Lineman Electrician - Teledata  
**ENTIRE COUNTIES**

**DISTRICT 6**

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, 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<br>*plus 3% of<br>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

08/01/2021

**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.

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

**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.

**VERTIME 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**

**08/01/2021**

**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 | 06/01/2023 |
|-----------------------|------------|------------|------------|
|                       |            | Additional | 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

08/01/2021

**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 Additional

Tile, Marble, & Terrazzo

Mechanic/Setter \$55.60 \$ 0.43 \$ 0.65

### SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker: \$ 22.41\*  
+ \$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:<br>(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<br>9-7/52B |

## Mason - Building

08/01/2021

**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 Additional

Tile, Marble, &  
 Terrazzo Finisher \$ 45.74 \$ 0.36 \$ 0.54

### SUPPLEMENTAL BENEFITS

Journeyworker:

Per Hour \$ 19.51\*  
 + \$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-ff

## Mason - Building

08/01/2021

**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<br>Additional | 06/01/2023<br>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**

08/01/2021

**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

Additional

\$ 0.95

## **SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker

\$ 37.76

## **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 |
| \$ 24.70 | \$ 27.77 | \$ 30.87  | \$ 33.94  | \$ 37.03  | \$ 40.11  | \$ 43.20  | \$ 46.29  | \$ 52.46  | \$ 58.64  |

Supplemental Benefits per hour:

| 1st      | 2nd      | 3rd      | 4th      | 5th      | 6th      | 7th      | 8th      | 9th      | 10th     |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| \$ 20.01 | \$ 21.43 | \$ 22.83 | \$ 24.25 | \$ 25.65 | \$ 27.07 | \$ 28.47 | \$ 29.88 | \$ 32.70 | \$ 35.51 |

9-7/4

## **Mason - Heavy&Highway**

08/01/2021

**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<br>Additional | 06/01/2023<br>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**

08/01/2021

**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<br>Additional | 06/01/2023<br>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**

08/01/2021

**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 Comb. 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; Hydraulic 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<br>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

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

11-825

**Operating Engineer - Marine Dredging**

**08/01/2021**

**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<br>Deck Captain, Leverman<br>Mechanical Dredge Operator<br>Licensed Tug Operator 1000HP or more.   | \$ 41.42   | \$ 41.42   |
| CLASS A2<br>Crane Operator (360 swing)  | 36.91  | 36.91      |
| CLASS B<br>Dozer, Front Loader<br>Operator on Land  | To conform to Operating Engineer<br>Prevailing Wage in locality where work<br>is being performed including benefits. |            |
| CLASS B1<br>Derrick Operator (180 swing)<br>Spider/Spill Barge Operator<br>Operator II, Fill Placer,<br>Engineer, Chief Mate, Electrician,<br>Chief Welder, Maintenance Engineer<br>Licensed Boat, Crew Boat Operator | 35.82  | 35.82      |
| CLASS B2<br>Certified Welder  | 33.72  | 33.72      |
| CLASS C1<br>Drag Barge Operator,<br>Steward, Mate,<br>Assistant Fill Placer   | 32.80  | 32.80      |
| CLASS C2<br>Boat Operator   | 30.89  | 31.74      |
| CLASS D<br>Shoreman, Deckhand, Oiler,<br>Rodman, Scowman, Cook,<br>Messman, Porter/Janitor  | 25.66  | 26.37      |

**SUPPLEMENTAL BENEFITS**

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

|                   | 07/01/2021  | 10/01/2021  |
|-------------------|---|---|
| All Classes A & B | \$11.98 plus 8%<br>of straight time<br>wage, Overtime hours | \$11.98 plus 8%<br>of straight time<br>wage, Overtime hours |

|             |  |  |
|-------------|--|--|
|             | add \$ 0.63  | add \$ 0.63  |
| All Class C | \$11.68 plus 8%<br>of straight time<br>wage, Overtime hours<br>add \$ 0.48 | 11.68 plus 8%<br>of straight time<br>wage, Overtime hours<br>add \$ 0.48 |
| All Class D | \$11.38 plus 8%<br>of straight time<br>wage, Overtime hours<br>add \$ 0.33 | 11.38 plus 8%<br>of straight time<br>wage, Overtime hours<br>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

08/01/2021

**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<br>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

#### 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

08/01/2021

JOB DESCRIPTION Painter

DISTRICT 1

#### ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Sullivan, Ulster

#### VAGES

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

08/01/2021

**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

08/01/2021

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 | 07/01/2022 |
|-----------|------------|------------|
| 1st Term: | \$ 12.50   | \$ 12.61   |
| 2nd Term: | 18.19      | 18.92      |
| 3rd Term: | 24.26      | 25.22      |

Supplemental Benefits per hour:

|           |         |          |
|-----------|---------|----------|
| 1st term: | \$ 9.16 | \$ 10.03 |
| 2nd Term: | 9.16    | 10.03    |
| 3rd Term: | 9.16    | 10.03    |

8-1456-LS

#### Painter - Metal Polisher

08/01/2021

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

08/01/2021

**JOB DESCRIPTION** Plumber

**DISTRICT** 11

### ENTIRE COUNTIES

Orange, Rockland, Sullivan

### PARTIAL COUNTIES

Plumber: 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

1st 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

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**Plumber**

08/01/2021

**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

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**Roofer**

08/01/2021

**JOB DESCRIPTION** Roofer

**DISTRICT 9**

## ENTIRE COUNTIES

Monroe, 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

### 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 | \$ 17.84 | \$ 21.55 |

9-8R

## Sheetmetal Worker

08/01/2021

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 8**

## ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

### WAGES

SheetMetal Worker 07/01/2021  
\$ 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

08/01/2021

**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

Journey person \$ 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<br>1-669.2 |

## Teamster - Building / Heavy&Highway

08/01/2021

**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.

| AGES: (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**

aid: 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**

08/01/2021

**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 08/27/2021**

**Article 8**

| AGENCY | Fiscal Officer | FEIN      | EMPLOYER NAME                              | EMPLOYER DBA NAME | ADDRESS  | DEBARMENT START DATE | DEBARMENT END DATE |
|--------|----------------|-----------|--|-------------------|--|----------------------|--------------------|
| DOL    | NYC            | *****9839 | A.J.S. PROJECT MANAGEMENT, INC.            |                   | 149 FIFTH AVENUE<br>NEW YORK NY 10010                        | 12/29/2016           | 12/29/2021         |
| DOL    | DOL            | *****4018 | ADIRONDACK BUILDING RESTORATION INC.       |                   | 4156 WILSON ROAD EAST<br>TABERG NY 13471                     | 03/26/2019           | 03/26/2024         |
| DOL    | AG             | *****1812 | ADVANCED BUILDERS & LAND DEVELOPMENT, INC. |                   | 400 OSER AVE<br>#2300HAUPPAUGE NY 11788                      | 09/11/2019           | 09/11/2024         |
| DOL    | DOL            | *****1687 | ADVANCED SAFETY SPRINKLER INC              |                   | 261 MILL ROAD<br>P.O BOX 296EAST AURORA<br>NY 14052          | 05/29/2019           | 05/29/2024         |
| DOL    | NYC            | *****6775 | ADVENTURE MASONRY CORP.                    |                   | 1535 RICHMOND AVENUE<br>STATEN ISLAND NY 10314               | 12/13/2017           | 12/13/2022         |
| DOL    | NYC            |           | AGOSTINHO TOME                             |                   | 405 BARRETTO ST<br>BRONX NY 10474                            | 05/31/2018           | 05/31/2023         |
| DOL    | NYC            |           | AMJAD NAZIR                                |                   | 2366 61ST ST<br>BROOKLYN NY 11204                            | 12/15/2016           | 12/15/2021         |
| DOL    | NYC            |           | AMJED PARVEZ                               |                   | 401 HANOVER AVENUE<br>STATEN ISLAND NY 10304                 | 01/11/2021           | 01/11/2026         |
| DOL    | DOL            |           | ANGELO F COKER                             |                   | 2610 SOUTH SALINA STREET<br>SUITE 14SYRACUSE NY 13205        | 09/17/2020           | 09/17/2025         |
| DOL    | DOL            |           | ANGELO F COKER                             |                   | 2610 SOUTH SALINA STREET<br>SUITE 14SYRACUSE NY 13205        | 12/04/2018           | 12/04/2023         |
| DOL    | DOL            |           | ANITA SALERNO                              |                   | 158 SOLAR ST<br>SYRACUSE NY 13204                            | 01/07/2019           | 01/07/2024         |
| DOL    | NYC            |           | ANTHONY J SCLAFANI                         |                   | 149 FIFTH AVE<br>NEW YORK NY 10010                           | 12/29/2016           | 12/29/2021         |
| DOL    | DOL            |           | ANTHONY PERGOLA                            |                   | 3 WEST MAIN ST/SUITE 208<br>ELMSFORD NY 10323                | 01/23/2017           | 01/23/2022         |
| DOL    | DOL            |           | ANTONIO ESTIVEZ                            |                   | 442 ARMONK RD<br>MOUNT KISCO NY 10549                        | 06/12/2018           | 06/12/2023         |
| DOL    | DOL            |           | ARNOLD A. PAOLINI                          |                   | 1250 BROADWAY ST<br>BUFFALO NY 14212                         | 02/03/2020           | 02/03/2025         |
| DOL    | NYC            |           | ARSHAD MEHMOOD                             |                   | 168-42 88TH AVENUE<br>JAMAICA NY 11432                       | 11/20/2019           | 11/20/2024         |
| DOL    | DOL            |           | ARVINDER ATWAL                             |                   | 65 KENNETH PLACE<br>NEW HYDE PARK NY 11040                   | 07/19/2017           | 07/19/2022         |
| DOL    | NYC            | *****6683 | ATLAS RESTORATION CORP.                    |                   | 35-12 19TH AVENUE<br>ASTORIA NY 11105                        | 08/02/2017           | 08/02/2022         |
| DOL    | NYC            | *****5532 | ATWAL MECHANICALS, INC                     |                   | 65 KENNETH PLACE<br>NEW HYDE PARK NY 11040                   | 07/19/2017           | 07/19/2022         |
| DOL    | NYC            | *****2591 | AVI 212 INC.                               |                   | 260 CROPSEY AVENUE<br>APT 11GBROOKLYN NY 11214               | 10/30/2018           | 10/30/2023         |
| DOL    | NYC            |           | AZIDABEGUM                                 |                   | 524 MCDONALD AVENUE<br>BROOKLYN NY 11218                     | 09/17/2020           | 09/17/2025         |
| DOL    | NYC            |           | BALWINDER SINGH                            |                   | 421 HUDSON ST<br>SUITE C5NEW YORK NY 10014                   | 02/20/2019           | 02/20/2024         |
| DOL    | NYC            | *****8416 | BEAM CONSTRUCTION, INC.                    |                   | 50 MAIN ST<br>WHITE PLAINS NY 10606                          | 01/04/2019           | 01/04/2024         |
| DOL    | NYC            | *****2113 | BHW CONTRACTING, INC.                      |                   | 401 HANOVER AVENUE<br>STATEN ISLAND NY 10304                 | 01/11/2021           | 01/11/2026         |
| DOL    | DOL            |           | BIAGIO CANTISANI                           |                   |  | 06/12/2018           | 06/12/2023         |
| DOL    | DOL            | *****4512 | BOB BRUNO EXCAVATING, INC                  |                   | 5 MORNINGSIDE DR<br>AUBURN NY 13021                          | 05/28/2019           | 05/28/2024         |
| DOL    | DOL            |           | BOGDAN MARKOVSKI                           |                   | 370 W. PLEASANTVIEW AVE<br>SUITE 2.329HACKENSACK NJ<br>07601 | 02/11/2019           | 02/11/2024         |
| DOL    | DOL            |           | BRADLEY J SCHUKA                           |                   | 4 BROTHERS ROAD<br>WAPPINGERS FALLS NY 12590                 | 10/20/2020           | 10/20/2025         |
| DOL    | DOL            | *****1449 | BRRESTORATION NY INC                       |                   | 140 ARCADIA AVENUE<br>OSWEGO NY 13126                        | 09/12/2016           | 09/12/2021         |
| DOL    | DOL            |           | BRUCE P. NASH JR.                          |                   | 5841 BUTTERNUT ROAD<br>EAST SYRACUSE NY 13057                | 09/12/2018           | 09/12/2023         |
| DOL    | DOL            | *****0225 | C&D LAFACE CONSTRUCTION, INC.              |                   | 8531 OSWEGO RD<br>BALDWINVILLE NY 13027                      | 02/03/2020           | 01/09/2023         |
| DOL    | DOL            | *****8809 | C.B.E. CONTRACTING CORPORATION             |                   | 310 MCGUINNESS BLVD<br>GREENPOINT NY 11222                   | 03/07/2017           | 03/07/2022         |
| DOL    | DOL            | *****9383 | C.C. PAVING AND EXCAVATING, INC.           |                   | 2610 SOUTH SALINA ST<br>SUITE 12SYRACUSE NY 13205            | 09/17/2020           | 09/17/2025         |
| DOL    | DOL            | *****9383 | C.C. PAVING AND EXCAVATING, INC.           |                   | 2610 SOUTH SALINA ST<br>SUITE 12SYRACUSE NY 13205            | 12/04/2018           | 12/04/2023         |
| DOL    | DOL            | *****5161 | CALADRI DEVELOPMENT CORP.                  |                   | 1223 PARK ST.<br>PEEKSKILL NY 10566                          | 05/17/2021           | 05/17/2026         |

**NYSDOL Bureau of Public Work Debarment List 08/27/2021**

**Article 8**

|     |     |           |   |  |  |            |            |
|-----|-----|-----------|---|--|--|------------|------------|
| DOL | DOL | *****3391 | CALI ENTERPRISES, INC.                                  |  | 1223 PARK STREET<br>PEEKSKILL NY 10566                   | 05/17/2021 | 05/17/2026 |
| DOL | NYC |           | CALVIN WALTERS  |  | 465 EAST THIRD ST<br>MT. VERNON NY 10550                 | 09/09/2019 | 09/09/2024 |
| DOL | DOL |           | CANTISANI & ASSOCIATES<br>LTD                           |  | 442 ARMONK RD<br>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<br>BALDWINVILLE NY 13027                  | 02/03/2020 | 02/03/2025 |
| DOL | DOL |           | CARMENA RACHETTA  |  | 8531 OSWEGO ROAD<br>BALDWINVILLE NY 13027                | 02/03/2020 | 01/09/2023 |
| DOL | DOL | *****3812 | CARMODY "Z" INC   |  |  | 06/12/2018 | 06/12/2023 |
| DOL | DOL | *****1143 | CARMODY BUILDING CORP                                   | CARMODY CONTRACTING<br>AND<br>CARMODY CONTRACTING<br>CORP. | 442 ARMONK RD<br>MOUNT KISCO NY 10549                    | 06/12/2018 | 06/12/2023 |
| DOL | DOL |           | CARMODY CONCRETE<br>CORPORATION                         |  |  | 06/12/2018 | 06/12/2023 |
| DOL | DOL |           | CARMODY ENTERPRISES,<br>LTD.                            |  | 442 ARMONK RD<br>MOUNT KISCO NY 10549                    | 06/12/2018 | 06/12/2023 |
| DOL | DOL |           | CARMODY INC   |  | 442 ARMONK RD<br>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<br>CORPORATION                      |  | 442 ARMONK RD<br>MOUNT KISCO NY 10549                    | 06/12/2018 | 06/12/2023 |
| DOL | DOL |           | CARMODY MASONRY CORP                                    |  | 442 ARMONK RD<br>MOUNT KISCO NY 10549                    | 06/12/2018 | 06/12/2023 |
| DOL | DOL | *****8809 | CBE CONTRACTING CORP                                    |  | 142 EAST MARKET STREET<br>LONG BEACH NY 11561            | 03/07/2017 | 03/07/2022 |
| DOL | AG  |           | CESAR J. AGUDELO  |  | 81-06 34TH AVENUE<br>APT. 6E JACKSON HEIGHTS NY<br>11372 | 02/07/2018 | 02/07/2023 |
| DOL | DOL | *****0026 | CHANTICLEER<br>CONSTRUCTION LLC                         |  | 4 BROTHERS ROAD<br>WAPPINGERS FALLS NY 12590             | 10/20/2020 | 10/20/2025 |
| DOL | DOL |           | CHRISTOPHER GRECO                                       |  | 26 NORTH MYRTLE AVENUE<br>SPRING VALLEY NY 10956         | 02/18/2021 | 02/18/2026 |
| DOL | DOL |           | CHRISTOPHER J MAINI                                     |  | 19 CAITLIN AVE<br>JAMESTOWN NY 14701                     | 09/17/2018 | 09/17/2023 |
| DOL | DOL |           | CHRISTOPHER<br>PAPASTEFANOU A/K/A CHRIS<br>PAPASTEFANOU |  | 1445 COMMERCE AVE<br>BRONX NY 10461                      | 05/30/2019 | 05/30/2024 |
| DOL | DOL | *****1927 | CONSTRUCTION PARTS<br>WAREHOUSE, INC.                   | CPW  | 5841 BUTTERNUT ROAD<br>EAST SYRACUSE NY 13057            | 09/12/2018 | 09/12/2023 |
| DOL | DOL | *****3228 | CROSS-COUNTY<br>LANDSCAPING AND TREE<br>SERVICE, INC.   | ROCKLAND<br>TREE<br>SERVICE                                | 26 NORTH MYRTLE AVENUE<br>SPRING VALLEY NY 10956         | 02/18/2021 | 02/18/2026 |
| DOL | DOL | *****2524 | CSI ELECTRICAL &<br>MECHANICAL INC                      |  | 42-32 235TH ST<br>DOUGLSTON NY 11363                     | 01/14/2019 | 01/14/2024 |
| DOL | NYC |           | DALJIT KAUR BOPARAI                                     |  | 185-06 56TH AVE<br>FRESH MEADOW NY 11365                 | 10/17/2017 | 10/17/2022 |
| DOL | DOL |           | DANICA IVANOSKI   |  | 61 WILLETT ST.<br>PASSAIC NJ 07503                       | 10/26/2016 | 10/26/2021 |
| DOL | DOL |           | DARIAN L COKER  |  | 2610 SOUTH SALINA ST<br>SUITE 2C SYRACUSE NY 13205       | 09/17/2020 | 09/17/2025 |
| DOL | DOL |           | DARIAN L COKER  |  | 2610 SOUTH SALINA ST<br>SUITE 2C SYRACUSE NY 13205       | 12/04/2018 | 12/04/2023 |
| DOL | NYC |           | DAVID WEINER  |  | 14 NEW DROP LANE<br>2ND FLOOR STATEN ISLAND<br>NY 10306  | 11/14/2019 | 11/14/2024 |
| DOL | DOL |           | DEBBIE STURDEVANT                                       |  | 29 MAPLEWOOD DRIVE<br>BINGHAMTON NY 13901                | 02/21/2017 | 02/21/2022 |
| DOL | AG  |           | DEBRA MARTINEZ  |  | 31 BAY ST<br>BROOKLYN NY 11231                           | 03/28/2018 | 03/28/2023 |
| DOL | DOL |           | DELPHI PAINTING &<br>DECORATING CO INC                  |  | 1445 COMMERCE AVE<br>BRONX NY 10461                      | 05/30/2019 | 05/30/2024 |
| DOL | DOL |           | DF CONTRACTORS OF<br>ROCHESTER, INC.                    |  | 1835 DAANSEN RD.<br>PALMYRA NY 14522                     | 05/16/2017 | 05/16/2022 |
| DOL | DOL |           | DF CONTRACTORS, INC.                                    |  | 1835 DAANSEN RD.<br>PALMYRA NY 14522                     | 05/16/2017 | 05/16/2022 |
| DOL | NYC |           | DIMITRIOS TSOUMAS                                       |  | 35-12 19TH AVENUE<br>ASTORIA NY 11105                    | 08/02/2017 | 08/02/2022 |

**NYSDOL Bureau of Public Work Debarment List 08/27/2021**

**Article 8**

|     |     |           |   |                             |   |            |            |
|-----|-----|-----------|---|-----------------------------|---|------------|------------|
| DOL | DOL |           | DOMENICO LAFACE                                     |                             | 8531 OSWEGO RD<br>BALDWINSVILLE NY 13027                            | 02/03/2020 | 01/09/2023 |
| DOL | DOL | *****3242 | DONALD R. FORSAY                                    | DF LAWN<br>SERVICE          | 1835 DAANSEN RD.<br>PALMYRA NY 14522                                | 05/16/2017 | 05/16/2022 |
| DOL | DOL |           | DONALD R. FORSAY                                    |                             | 1835 DAANSEN RD.<br>PALMYRA NY 14522                                | 05/16/2017 | 05/16/2022 |
| DOL | NYC |           | DUARTE LOPES  |                             | 66-05 WOODHAVEN BLVD.<br>STE 2 REGO PARK NY 11374                   | 04/20/2017 | 04/20/2022 |
| DOL | DOL | *****5175 | EAGLE MECHANICAL AND<br>GENERAL CONSTRUCTION<br>LLC |                             | 11371 RIDGE RD<br>WOLCOTT NY 14590                                  | 02/03/2020 | 02/03/2025 |
| DOL | DOL |           | EAST COAST PAVING                                   |                             | 2238 BAKER RD<br>GILLET PA 16923                                    | 03/12/2018 | 03/12/2023 |
| DOL | NYC | *****4269 | EAST PORT EXCAVATION &<br>UTILITIES                 |                             | 601 PORTION RD<br>RONKONKOMA NY 11779                               | 11/18/2016 | 11/18/2021 |
| DOL | DOL | *****0780 | EMES HEATING & PLUMBING<br>CONTR                    |                             | 5 EMES LANE<br>MONSEY NY 10952                                      | 01/20/2002 | 01/20/3002 |
| DOL | NYC | *****5917 | EPOCH ELECTRICAL, INC                               |                             | 97-18 50TH AVE<br>CORONA NY 11368                                   | 04/19/2018 | 04/19/2024 |
| DOL | DOL | *****7403 | F & B PAINTING<br>CONTRACTING INC                   |                             | 2 PARKVIEW AVENUE<br>HARRISON NY 10604                              | 09/26/2016 | 09/26/2021 |
| DOL | DOL |           | FAIGY LOWMYER                                       |                             | 11 MOUNTAIN RD<br>28 VAN BUREN DR MONROE<br>NY 10950                | 03/20/2019 | 03/20/2024 |
| DOL | DOL |           | FRANK BENEDETTO                                     |                             | 19 CATLIN AVE<br>JAMESTOWN NY 14701                                 | 09/17/2018 | 09/17/2023 |
| DOL | DOL |           | FRANK BENEDETTO                                     |                             | C/O F & B PAINTING CONTRA<br>2 PARKVIEW<br>AVENUE HARRISON NY 10604 | 09/26/2016 | 09/26/2021 |
| DOL | DOL | *****4722 | FRANK BENEDETTO AND<br>CHRISTOPHER J MAINI          | B & M<br>CONCRETE           | 19 CATLIN AVE<br>JAMESTOWN NY 14701                                 | 09/17/2018 | 09/17/2023 |
| DOL | NYC |           | FRANK MAINI   |                             | 1766 FRONT ST<br>YORKTOWN HEIGHTS NY<br>10598                       | 01/17/2018 | 01/17/2023 |
| DOL | NYC | *****6616 | G & G MECHANICAL<br>ENTERPRISES, LLC.               |                             | 1936 HEMPSTEAD TURNPIKE<br>EAST MEDOW NY 11554                      | 11/29/2019 | 11/29/2024 |
| DOL | DOL |           | GABRIEL FRASSETTI                                   |                             |   | 04/10/2019 | 04/10/2024 |
| DOL | DOL |           | GEOFF CORLETT                                       |                             | 415 FLAGGER AVE<br>#302 STUART FL 34994                             | 10/31/2018 | 10/31/2023 |
| DOL | DA  |           | GEORGE LUCEY  |                             | 150 KINGS STREET<br>BROOKLYN NY 11231                               | 01/19/1998 | 01/19/2998 |
| DOL | DOL |           | GIGI SCHNECKENBURGER                                |                             | 261 MILL RD<br>EAST AURORA NY 14052                                 | 05/29/2019 | 05/29/2024 |
| DOL | DOL |           | GIOVANNI LAFACE                                     |                             | 8531 OSWEGO RD<br>BALDWINSVILLE NY 13027                            | 02/03/2020 | 01/09/2023 |
| DOL | NYC | *****3164 | GLOBE GATES INC                                     | GLOBAL<br>OVERHEAD<br>DOORS | 405 BARRETTO ST<br>BRONX NY 10474                                   | 05/31/2018 | 05/31/2023 |
| DOL | NYC |           | GREAT ESTATE<br>CONSTRUCTION, INC.                  |                             | 327 STAGG ST<br>BROOKLYN NY 11206                                   | 10/10/2017 | 10/10/2022 |
| DOL | DOL |           | GREGORY S. OLSON                                    |                             | P.O BOX 100<br>200 LATTI BROOK<br>PARKHORSEHEADS NY 14845           | 03/08/2018 | 03/08/2023 |
| DOL | DOL |           | HANS RATH   |                             | 24 ELDOR AVENUE<br>NEW CITY NY 10956                                | 02/03/2020 | 02/03/2025 |
| DOL | NYC | *****3228 | HEIGHTS ELEVATOR CORP.                              |                             | 1766 FRONT ST<br>YORKTOWN HEIGHTS NY<br>10598                       | 01/17/2018 | 01/17/2023 |
| DOL | DOL | *****5131 | INTEGRITY MASONRY, INC.                             | M&R<br>CONCRETE             | 722 8TH AVE<br>WATERVLIET NY 12189                                  | 06/05/2018 | 06/05/2023 |
| DOL | DOL |           | IRENE KASELIS                                       |                             | 32 PENNINGTON AVE<br>WALDWICK NJ 07463                              | 05/30/2019 | 05/30/2024 |
| DOL | DOL | *****9211 | J. WASE CONSTRUCTION<br>CORP.                       |                             | 8545 RT 9W<br>ATHENS NY 12015                                       | 03/09/2021 | 03/09/2026 |
| DOL | DOL |           | J.A. HIRES CADWALLADER                              |                             | P.O BOX 100<br>200 LATTI BROOK<br>PARKHORSEHEADS NY 14845           | 03/08/2018 | 03/08/2023 |
| DOL | DOL |           | JAMES C. DELGIACCO                                  |                             | 722 8TH AVE<br>WATERVLIET NY 12189                                  | 06/05/2018 | 06/05/2023 |
| DOL | DOL |           | JAMES LIACONE                                       |                             | 9365 WASHINGTON ST<br>LOCKPORT IL 60441                             | 07/23/2018 | 07/23/2023 |
| DOL | DOL |           | JAMES RACHEL  |                             | 9365 WASHINGTON ST<br>LOCKPORT IL 60441                             | 07/23/2018 | 07/23/2023 |
| DOL | DOL | *****5368 | JCH MASONRY &<br>LANDSCAPING INC.                   |                             | 35 CLINTON AVE<br>OSSINING NY 10562                                 | 09/12/2018 | 09/12/2023 |

**NYS DOL Bureau of Public Work Debarment List    08/27/2021**

**Article 8**

|     |     |           |   |                      |   |            |            |
|-----|-----|-----------|---|----------------------|---|------------|------------|
| DOL | NYC |           | JENNIFER GUERRERO                                   |                      | 1936 HEMPSTEAD TURNPIKE<br>EAST MEADOW NY 11554                   | 11/29/2019 | 11/29/2024 |
| DOL | DOL |           | JESSICA WHITESIDE                                   |                      | C/O BRRESTORATION NY INC<br>140 ARCADIA<br>AVENUE OSWEGO NY 13126 | 09/12/2016 | 09/12/2021 |
| DOL | AG  |           | JOHN ANTHONY MASSINO                                |                      | 36-49 204TH STREET<br>BAYSIDE NY 11372                            | 02/07/2018 | 02/07/2023 |
| DOL | DOL |           | JOHN F. CADWALLADER                                 |                      | 200 LATTA BROOK PARK<br>HORSEHEADS NY 14845                       | 03/08/2018 | 03/08/2023 |
| DOL | DOL | *****4612 | JOHN F. CADWALLADER, INC.                           | THE GLASS<br>COMPANY | P.O BOX 100<br>200 LATTA BROOK<br>PARK HORSEHEADS NY 14845        | 03/08/2018 | 03/08/2023 |
| DOL | DOL |           | JOHN GOCEK  |                      | 14B COMMERCIAL AVE<br>ALBANY NY 12065                             | 11/14/2019 | 11/14/2024 |
| DOL | DOL |           | JOHN WASE   |                      | 8545 RT 9W<br>ATHENS NY 12015                                     | 03/09/2021 | 03/09/2026 |
| DOL | AG  | *****0600 | JOHNCO CONTRACTING, INC.                            |                      | 36-49 204TH STREET<br>BAYSIDE NY 11372                            | 02/07/2018 | 02/07/2023 |
| DOL | DOL |           | JON E DEYOUNG                                       |                      | 261 MILL RD<br>P.O BOX 296 EAST AURORA<br>NY 14052                | 05/29/2019 | 05/29/2024 |
| DOL | DOL |           | JORI PEDERSEN                                       |                      | 415 FLAGER AVE<br>#302 STUART FL 34994                            | 10/31/2018 | 10/31/2023 |
| DOL | DOL |           | JOSE CHUCHUCA                                       |                      | 35 CLINTON AVE<br>OSSINING NY 10562                               | 09/12/2018 | 09/12/2023 |
| DOL | NYC |           | JOSEPH FOLEY  |                      | 66-05 WOODHAVEN BLVD.<br>STE 2 REGO PARK NY 11374                 | 04/20/2017 | 04/20/2022 |
| DOL | NYC |           | JOSEPH MARTINO                                      |                      | 1535 RICHMOND AVENUE<br>STATEN ISLAND NY 10314                    | 12/13/2017 | 12/13/2022 |
| DOL | DOL |           | JOY MARTIN  |                      | 2404 DELAWARE AVE<br>NIGARA FALLS NY 14305                        | 09/12/2018 | 09/12/2023 |
| DOL | DOL |           | JULIUS AND GITA BEHREND                             |                      | 5 EMES LANE<br>MONSEY NY 10952                                    | 11/20/2002 | 11/20/3002 |
| DOL | DOL | *****5062 | K R F SITE DEVELOPMENT<br>INC                       |                      | 375 LAKE SHORE DRIVE<br>PUTNAM VALLEY NY 10579                    | 01/23/2017 | 01/23/2022 |
| DOL | NYC |           | K.S. CONTRACTING CORP.                              |                      | 29 PHILLIP DRIVE<br>PARSIPPANY NJ 07054                           | 02/13/2017 | 02/13/2022 |
| DOL | DOL |           | KARIN MANGIN  |                      | 796 PHELPS ROAD<br>FRANKLIN LAKES NJ 07417                        | 12/01/2020 | 12/01/2025 |
| DOL | DOL |           | KATE E. CONNOR                                      |                      | 7088 INTERSTATE ISLAND RD<br>SYRACUSE NY 13209                    | 03/31/2021 | 03/31/2026 |
| DOL | DOL |           | KATIE BURDICK                                       |                      | 2238 BAKER RD<br>GILLET PA 16923                                  | 03/12/2018 | 03/12/2023 |
| DOL | DOL | *****2959 | KELC DEVELOPMENT, INC                               |                      | 7088 INTERSTATE ISLAND RD<br>SYRACUSE NY 13209                    | 03/31/2021 | 03/31/2026 |
| DOL | DOL |           | KENNETH FIORENTINO                                  |                      | 375 LAKE SHORE DRIVE<br>PUTNAM VALLEY NY 10579                    | 01/23/2017 | 01/23/2022 |
| DOL | DOL | *****3490 | L & M<br>CONSTRUCTION/DRYWALL<br>INC.               |                      | 1079 YONKERS AVE<br>YONKERS NY 10704                              | 08/07/2018 | 08/07/2023 |
| DOL | DA  | *****8816 | LAKE CONSTRUCTION AND<br>DEVELOPMENT<br>CORPORATION |                      | 150 KINGS STREET<br>BROOKLYN NY-11231                             | 08/19/1998 | 08/19/2998 |
| DOL | DOL | *****4505 | LARAPINTA ASSOCIATES INC                            |                      | 29 MAPLEWOOD DRIVE<br>BINGHAMTON NY 13901                         | 02/21/2017 | 02/21/2022 |
| DOL | DOL |           | LAVERN GLAVE  |                      | 161 ROBYN RD<br>MONROE NY 10950                                   | 01/30/2018 | 01/30/2023 |
| DOL | DOL | *****4388 | LEN.J CONSTRUCTION, LLC                             |                      | PO BOX 10007<br>ALBANY NY 12201                                   | 06/24/2016 | 09/19/2022 |
| DOL | DOL | *****4388 | LEN.J CONSTRUCTION, LLC                             |                      | PO BOX 10007<br>ALBANY NY 12201                                   | 06/24/2016 | 09/19/2022 |
| DOL | DOL | *****4388 | LEN.J CONSTRUCTION, LLC                             |                      | PO BOX 10007<br>ALBANY NY 12201                                   | 09/19/2017 | 09/19/2022 |
| DOL | DOL | *****4388 | LEN.J CONSTRUCTION, LLC                             |                      | PO BOX 10007<br>ALBANY NY 12201                                   | 09/19/2017 | 09/19/2022 |
| DOL | DOL | *****4388 | LEN.J CONSTRUCTION, LLC                             |                      | PO BOX 10007<br>ALBANY NY 12201                                   | 01/17/2017 | 09/19/2022 |
| DOL | DOL | *****4388 | LEN.J CONSTRUCTION, LLC                             |                      | PO BOX 10007<br>ALBANY NY 12201                                   | 09/19/2017 | 09/19/2022 |
| DOL | DOL | *****4388 | LEN.J CONSTRUCTION, LLC                             |                      | PO BOX 10007<br>ALBANY NY 12201                                   | 09/19/2017 | 09/19/2022 |
| DOL | DOL | *****4388 | LEN.J CONSTRUCTION, LLC                             |                      | PO BOX 10007<br>ALBANY NY 12201                                   | 08/14/2017 | 09/19/2022 |
| DOL | DOL |           | LEROY NELSON JR                                     |                      | PO BOX 10007<br>ALBANY NY 12201                                   | 09/19/2017 | 09/19/2022 |

**NYSDOL Bureau of Public Work Debarment List 08/27/2021**

**Article 8**

|     |     |          |   |  |   |            |            |
|-----|-----|----------|---|--|---|------------|------------|
| DOL | DOL |          | LEROY NELSON JR                         |  | PO BOX 10007<br>ALBANY NY 12201                         | 09/19/2017 | 09/19/2022 |
| DOL | DOL |          | LEROY NELSON JR                         |  | PO BOX 10007<br>ALBANY NY 12201                         | 09/19/2017 | 09/19/2022 |
| DOL | DOL |          | LEROY NELSON JR                         |  | PO BOX 10007<br>ALBANY NY 12201                         | 09/19/2017 | 09/19/2022 |
| DOL | DOL |          | LEROY NELSON JR                         |  | PO BOX 10007<br>ALBANY NY 12201                         | 08/14/2017 | 08/14/2022 |
| DOL | DOL |          | LEROY NELSON JR                         |  | PO BOX 10007<br>ALBANY NY 12201                         | 01/17/2017 | 09/19/2022 |
| DOL | DA  | ****4460 | LONG ISLAND GLASS &<br>STOREFRONTS, LLC |  | 4 MANHASSET TRL<br>RIDGE NY 11961                       | 09/06/2018 | 09/06/2023 |
| DOL | AG  | ****4216 | LOTUS-C CORP.                           |  | 81-06 34TH AVENUE<br>APT. 6EJACKSON HEIGHTS NY<br>11372 | 02/07/2018 | 02/07/2023 |
| DOL | DOL |          | LOUIS A. CALICCHIA                      |  | 1223 PARK ST.<br>PEEKSKILL NY 10566                     | 05/17/2021 | 05/17/2026 |
| DOL | NYC |          | LUBOMIR PETER SVOBODA                   |  | 27 HOUSMAN AVE<br>STATEN ISLAND NY 10303                | 12/26/2019 | 12/26/2024 |
| DOL | NYC |          | M & L STEEL & ORNAMENTAL<br>IRON CORP.  |  | 27 HOUSMAN AVE<br>STATEN ISLAND NY 10303                | 12/26/2019 | 12/26/2024 |
| DOL | DOL |          | M ANVER BEIG                            |  | 142 EAST MARKET STREET<br>LONG BEACH NY 11561           | 03/07/2017 | 03/07/2022 |
| DOL | DOL |          | M. ANVER BEIG                           |  | 142 EAST MARKET STREET<br>LONG BEACH NY 11561           | 03/07/2017 | 03/07/2022 |
| DOL | DOL | ****1784 | MADISON AVE<br>CONSTRUCTION CORP        |  | 39 PENNY STREET<br>WEST ISLIP NY 11795                  | 11/02/2016 | 11/02/2021 |
| DOL | DOL | ****2196 | MAINSTREAM SPECIALTIES,<br>INC.         |  | 11 OLD TOWN RD<br>SELKIRK NY 12158                      | 02/02/2021 | 02/02/2026 |
| DOL | DA  |          | MANUEL P TOBIO                          |  | 150 KINGS STREET<br>BROOKLYN NY 14444                   | 08/19/1998 | 08/19/2998 |
| DOL | DA  |          | MANUEL TOBIO                            |  | 150 KINGS STREET<br>BROOKLYN NY 11231                   | 08/19/1998 | 08/19/2998 |
| DOL | NYC |          | MAREK FABIJANOWSKI                      |  | 50 MAIN ST<br>WHITE PLAINS NY 10606                     | 01/04/2019 | 01/04/2024 |
| DOL | NYC |          | MARTINE ALTER                           |  | 1010 NORTHERN BLVD.<br>GREAT NECK NY 11021              | 03/09/2017 | 03/09/2022 |
| DOL | DOL |          | MARVIN A STURDEVANT                     |  | 29 MAPLEWOOD DRIVE<br>BINGHAMTON NY 13901               | 02/21/2017 | 02/21/2022 |
| DOL | DOL |          | MASONRY CONSTRUCTION,<br>INC.           |  | 442 ARMONK RD<br>MOUNT KISCO NY 10549                   | 06/12/2018 | 06/12/2023 |
| DOL | DOL | ****3333 | MASONRY INDUSTRIES, INC.                |  | 442 ARMONK RD<br>MOUNT KISCO NY 10549                   | 06/12/2018 | 06/12/2023 |
| DOL | NYC |          | MATINA KARAGIANNIS                      |  | 97-18 50TH AVE<br>CORONA NY 11368                       | 04/19/2018 | 04/19/2023 |
| DOL | DOL |          | MATTHEW P. KILGORE                      |  | 4156 WILSON ROAD EAST<br>TABERG NY 13471                | 03/26/2019 | 03/26/2024 |
| DOL | DOL |          | MAURICE GAWENO                          |  | 442 ARMONK RD<br>MOUNT KISCO NY 10549                   | 06/12/2018 | 06/12/2023 |
| DOL | DOL |          | MCLEAN "MIKKI BEANE"                    |  | 1229 JAMES STREET<br>SYRACUSE NY 13203                  | 05/02/2017 | 05/02/2022 |
| DOL | DOL |          | MCLEAN "MIKKI" DRAKE                    |  | 1229 JAMES STREET<br>SYRACUSE NY 13203                  | 05/02/2017 | 05/02/2022 |
| DOL | DOL |          | MCLEAN M DRAKE-BEANE                    |  | 1229 JAMES STREET<br>SYRACUSE NY 13203                  | 05/02/2017 | 05/02/2022 |
| DOL | DOL | ****9445 | MCLEAN M WALSH                          | ELITE<br>PROFESSION<br>AL PAINTING<br>OF CNY | 1229 JAMES STREET<br>SYRACUSE NY 13203                  | 05/02/2017 | 05/02/2022 |
| DOL | DOL | ****9445 | MCLEAN M WALSH                          | ELITE<br>PROFESSION<br>AL PAINTING<br>OF CNY | 1229 JAMES STREET<br>SYRACUSE NY 13203                  | 05/02/2017 | 05/02/2022 |
| DOL | DOL |          | MICHAEL LENIHAN                         |  | 1079 YONKERS AVE<br>UNIT 4YONKERS NY 10704              | 08/07/2018 | 08/07/2023 |
| DOL | AG  |          | MICHAEL RIGLIETTI                       |  | 31 BAY ST<br>BROOKLYN NY 11231                          | 03/28/2018 | 03/28/2023 |
| DOL | DOL | ****4829 | MILESTONE ENVIRONMENTAL<br>CORPORATION  |  | 704 GINESI DRIVE<br>SUITE 29MORGANVILLE NJ<br>07751     | 04/10/2019 | 04/10/2024 |
| DOL | NYC | ****9926 | MILLENNIUM FIRE<br>PROTECTION, LLC      |  | 325 W. 38TH STREET<br>SUITE 204NEW YORK NY<br>10018     | 11/14/2019 | 11/14/2024 |
| DOL | NYC | ****0627 | MILLENNIUM FIRE SERVICES,<br>LLC        |  | 14 NEW DROP LNE<br>2ND FLOORSTATEN ISLAND<br>NY 10306   | 11/14/2019 | 11/14/2024 |

**NYS DOL Bureau of Public Work Debarment List 08/27/2021**

**Article 8**

|     |     |           |  |                                    |  |            |            |
|-----|-----|-----------|--|------------------------------------|--|------------|------------|
| DOL | NYC | *****3826 | MOVING MAVEN OF NY, INC.                         |                                    | 1010 NORTHERN BLVD.<br>GREAT NECK NY 11021         | 03/09/2017 | 03/09/2022 |
| DOL | NYC | *****3550 | MOVING MAVEN, INC                                |                                    | 1010 NORTHERN BLVD.<br>GREAT NECK NY 11021         | 03/09/2017 | 03/09/2022 |
| DOL | AG  |           | MSR ELECTRICAL<br>CONSTRUCTION CORP.             |                                    | 31 BAY ST<br>BROOKLYN NY 11231                     | 03/28/2018 | 03/28/2023 |
| DOL | DOL |           | MUHAMMAD BEIG                                    |                                    | 142 EAST MARKET STREET<br>LONG BEACH NY 11561      | 03/07/2017 | 03/07/2022 |
| DOL | DOL |           | MUHAMMAD BEIG                                    |                                    | 142 EAST MARKET STREET<br>LONG BEACH NY 11561      | 03/07/2017 | 03/07/2022 |
| DOL | NYC |           | MUHAMMED A. HASHEM                               |                                    | 524 MCDONALD AVENUE<br>BROOKLYN NY 11218           | 09/17/2020 | 09/17/2025 |
| DOL | DA  | *****9786 | NATIONAL INSULATION & GC<br>CORP                 |                                    | 180 MILLER PLACE<br>HICKSVILLE NY 11801            | 12/12/2018 | 12/12/2023 |
| DOL | NYC |           | NICHOLAS FILIPAKIS                               |                                    | 7113 FORT HAMILTON<br>PARKWAY<br>BROOKLYN NY 11228 | 12/09/2016 | 12/09/2021 |
| DOL | DOL | *****7429 | NICOLAE I. BARBIR                                | BESTUCCO<br>CONSTRUCTI<br>ON, INC. | 444 SCHANTZ ROAD<br>ALLEN TOWN PA 18104            | 09/17/2020 | 09/17/2025 |
| DOL | DOL | *****6966 | NORTH COUNTRY DRYWALL<br>AND PAINT               |                                    | 23167 COUNTY ROUTE 59<br>DEXTER NY 13634           | 10/24/2016 | 10/24/2021 |
| DOL | DOL | *****0065 | NORTHEAST LANDSCAPE<br>AND MASONRY ASSOC         |                                    | 3 WEST MAIN ST/SUITE 208<br>ELMSFORD NY 10523      | 01/23/2017 | 01/23/2022 |
| DOL | DOL | *****1845 | OC ERECTERS, LLC A/K/A OC<br>ERECTERS OF NY INC. |                                    | 1207 SW 48TH TERRACE<br>DEERFIELD BEACH FL 33442   | 01/16/2018 | 01/16/2023 |
| DOL | NYC | *****0818 | ONE TEN RESTORATION, INC.                        |                                    | 2366 61ST ST<br>BROOKLYN NY 11204                  | 12/15/2016 | 12/15/2021 |
| DOL | NYC |           | PARESH SHAH                                      |                                    | 29 PHILLIP DRIVE<br>PARSIPPANY NJ 07054            | 02/13/2017 | 02/13/2022 |
| DOL | DOL |           | PAULINE CHAHALES                                 |                                    | 935 S LAKE BLVD<br>MAHOPAC NY 10541                | 03/02/2021 | 03/02/2026 |
| DOL | NYC | *****9422 | PELIUM CONSTRUCTION, INC.                        |                                    | 22-33 35TH ST.<br>ASTORIA NY 11105                 | 12/30/2016 | 12/30/2021 |
| DOL | DOL |           | PETER M PERGOLA                                  |                                    | 3 WEST MAIN ST/SUITE 208<br>ELMSFORD NY 10523      | 01/23/2017 | 01/23/2022 |
| DOL | DOL |           | PETER STEVENS                                    |                                    | 11 OLD TOWN ROAD<br>SELKIRK NY 12158               | 02/02/2021 | 02/02/2026 |
| DOL | DOL |           | PIERRE LAPORT                                    |                                    | 224 COUNTY HIGHWAY 138<br>BROADALBIN NY 12025      | 03/07/2017 | 03/07/2022 |
| DOL | DOL | *****1543 | PJ LAPORT FLOORING INC                           |                                    | 224 COUNTY HIGHWAY 138<br>BROADALBIN NY 12025      | 03/07/2017 | 03/07/2022 |
| DOL | NYC | *****5771 | PMJ ELECTRICAL CORP                              |                                    | 7113 FORT HAMILTON<br>PARKWAY<br>BROOKLYN NY 11228 | 12/09/2016 | 12/09/2021 |
| DOL | DOL | *****0466 | PRECISION BUILT FENCES,<br>INC.                  |                                    | 1617 MAIN ST<br>PEEKSKILL NY 10566                 | 03/03/2020 | 03/03/2025 |
| DOL | NYC | *****4532 | PROFESSIONAL PAVERS<br>CORP.                     |                                    | 66-05 WOODHAVEN BLVD.<br>REGO PARK NY 11374        | 04/20/2017 | 04/20/2022 |
| DOL | NYC |           | RASHEL CONSTRUCTION<br>CORP                      |                                    | 524 MCDONALD AVENUE<br>BROOKLYN NY 11218           | 09/17/2020 | 09/17/2025 |
| DOL | DOL | *****1068 | RATH MECHANICAL<br>CONTRACTORS, INC.             |                                    | 24 ELDOR AVENUE<br>NEW CITY NY 10956               | 02/03/2020 | 02/03/2025 |
| DOL | DOL | *****2633 | RAW POWER ELECTRIC CORP                          |                                    | 3 PARK CIRCLE<br>MIDDLETOWN NY 10940               | 01/30/2018 | 01/30/2023 |
| DOL | AG  | *****7015 | RCM PAINTING INC.                                |                                    | 69-06 GRAND AVENUE<br>2ND FLOORMASPETH NY<br>11378 | 02/07/2018 | 02/07/2023 |
| DOL | DOL |           | REGINALD WARREN                                  |                                    | 161 ROBYN RD<br>MONROE NY 10950                    | 01/30/2018 | 01/30/2023 |
| DOL | DOL | *****9148 | RICH T CONSTRUCTION                              |                                    | 107 WILLOW WOOD LANE<br>CAMILLUS NY 13031          | 11/13/2018 | 11/13/2023 |
| DOL | DOL |           | RICHARD MACONE                                   |                                    | 8617 THIRD AVE<br>BROOKLYN NY 11209                | 09/17/2018 | 09/17/2023 |
| DOL | DOL |           | RICHARD REGGIO                                   |                                    | 1617 MAIN ST<br>PEEKSKILL NY 10566                 | 03/03/2020 | 03/03/2025 |
| DOL | DOL | *****9148 | RICHARD TIMIAN                                   | RICH T<br>CONSTRUCTI<br>ON         | 108 LAMONT AVE<br>SYRACUSE NY 13209                | 10/16/2018 | 10/16/2023 |
| DOL | DOL |           | RICHARD TIMIAN JR.                               |                                    | 108 LAMONT AVE<br>SYRACUSE NY 13209                | 10/16/2018 | 10/16/2023 |
| DOL | DOL |           | RICHARD TIMIAN JR.                               |                                    | 108 LAMONT AVE<br>SYRACUSE NY 13209                | 11/13/2018 | 11/13/2023 |
| DOL | DOL |           | ROBBY BISSERAR                                   |                                    | 89-51 SPRINGFIELD BLVD<br>QUEENS VILLAGE NY 11427  | 01/11/2003 | 01/11/3003 |

**NYSDOL Bureau of Public Work Debarment List 08/27/2021**

**Article 8**

|     |     |           |  |  |  |            |            |
|-----|-----|-----------|--|--|--|------------|------------|
| DOL | DOL |           | ROBERT A. VALERINO   |  | 3841 LANYARD COURT<br>NEW PORT RICHEY FL 34652               | 07/09/2019 | 07/09/2024 |
| DOL | DOL |           | ROBERT BRUNO   |  | 3 GAYLORD ST<br>AUBURN NY 13021                              | 11/15/2016 | 11/15/2021 |
| DOL | DOL |           | ROBERT BRUNO   |  | 5 MORNINGSIDE DRIVE<br>AUBURN NY 13021                       | 05/28/2019 | 05/28/2024 |
| DOL | NYC |           | ROBERT HOHMAN  |  | 149 FIFTH AVE<br>NEW YORK NY 10010                           | 12/29/2016 | 12/29/2021 |
| DOL | DOL |           | RODERICK PUGH  |  | 404 OAK ST<br>SUITE 101SYRACUSE NY<br>13203                  | 07/23/2018 | 07/23/2023 |
| DOL | DOL | *****4880 | RODERICK PUGH<br>CONSTRUCTION INC.                             |  | 404 OAK ST<br>SUITE 101SYRACUSE NY<br>13203                  | 07/23/2018 | 07/23/2023 |
| DOL | DOL |           | ROMEO WARREN   |  | 161 ROBYN RD<br>MONROE NY 10950                              | 01/30/2018 | 01/30/2023 |
| DOL | DOL |           | RONALD MESSEN  |  | 14B COMMERCIAL AVE<br>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<br>BELLPORT NY 11713                 | 02/21/2017 | 02/21/2022 |
| DOL | DOL | *****3347 | RYAN ALBIE CONTRACTING<br>INC                                  |  | 21 S HOWELLS POINT ROAD<br>BELLPORT NY 11713                 | 02/21/2017 | 02/21/2022 |
| DOL | DOL | *****1365 | S & L PAINTING, INC.   |  | 11 MOUNTAIN ROAD<br>P.O BOX 408MONROE NY<br>10950            | 03/20/2019 | 03/20/2024 |
| DOL | DOL | *****7730 | S C MARTIN GROUP INC.  |  | 2404 DELAWARE AVE<br>NIAGARA FALLS NY 14305                  | 09/12/2018 | 09/12/2023 |
| DOL | NYC | *****0349 | SAM WATERPROOFING INC  |  | 168-42 88TH AVENUE<br>APT.1 AJAMAICA NY 11432                | 11/20/2019 | 11/20/2024 |
| DOL | NYC |           | SANDEEP BOPARAI  |  | 185-06 56TH AVE<br>FRESH MEADOW NY 11365                     | 10/17/2017 | 10/17/2022 |
| DOL | DOL | *****9751 | SCW CONSTRUCTION   |  | 544 OLD ROUTE 23<br>ACRE NY 12405                            | 02/14/2017 | 02/14/2022 |
| DOL | NYC | *****6597 | SHAIRA CONSTRUCTION<br>CORP.                                   |  | 421 HUDSON STREET<br>SUITE C5NEW YORK NY 10014               | 02/20/2019 | 02/20/2024 |
| DOL | DOL | *****1961 | SHANE BURDICK  | CENTRAL<br>TRAFFIC<br>CONTROL,<br>LLC. | 2238 BAKER ROAD<br>GILLET PA 16923                           | 03/12/2018 | 03/12/2023 |
| DOL | DOL |           | SHANE BURDICK  |  | 2238 BAKER ROAD<br>GILLET PA 16923                           | 03/12/2018 | 03/12/2023 |
| DOL | DOL |           | SHANE NOLAN  |  | 9365 WASHINGTON ST<br>LOCKPORT IL 60441                      | 07/23/2018 | 07/23/2023 |
| DOL | DOL |           | SHULEM LOWINGER  |  | 11 MOUNTAIN ROAD<br>28 VAN BUREN DRMONROE<br>NY 10950        | 03/20/2019 | 03/20/2024 |
| DOL | DOL | *****0816 | SOLAR ARRAY SOLUTIONS,<br>LLC                                  |  | 9365 WASHINGTON ST<br>LOCKPORT IL 60441                      | 07/23/2018 | 07/23/2023 |
| DOL | DOL | *****2221 | SOUTH BUFFALO ELECTRIC,<br>INC.                                |  | 1250 BROADWAY ST<br>BUFFALO NY 14212                         | 02/03/2020 | 02/03/2025 |
| DOL | DOL | *****3496 | STAR INTERNATIONAL INC   |  | 89-51 SPRINGFIELD BLVD<br>QUEENS VILLAGE NY 11427            | 08/11/2003 | 08/11/3003 |
| DOL | DOL | *****6844 | STEAM PLANT AND CHX<br>SYSTEMS INC.                            |  | 14B COMMERCIAL AVENUE<br>ALBANY NY 12065                     | 11/14/2019 | 11/14/2024 |
| DOL | DOL | *****9933 | STEED GENERAL<br>CONTRACTORS, INC.                             |  | 1445 COMMERCE AVE<br>BRONX NY 10461                          | 05/30/2019 | 05/30/2024 |
| DOL | DOL |           | STEFANOS PAPASTEFANOU,<br>JR. A/K/A STEVE<br>PAPASTEFANOU, JR. |  | 256 WEST SADDLE RIVER RD<br>UPPER SADDLE RIVER NJ<br>07458   | 05/30/2019 | 05/30/2024 |
| DOL | DOL | *****9751 | STEPHEN C WAGAR  |  | 544 OLD ROUTE 23<br>ACRE NY 12405                            | 02/14/2017 | 02/14/2022 |
| DOL | DOL |           | STEVE TATE   |  | 415 FLAGER AVE<br>#302STUART FL 34994                        | 10/31/2018 | 10/31/2023 |
| DOL | NYC |           | STEVEN GOVERNALE   |  | 601 PORTION RD<br>RONKONKOMA NY 11779                        | 11/18/2016 | 11/18/2021 |
| DOL | DOL |           | STEVEN MARTIN  |  | 2404 DELWARE AVE<br>NIAGARA FALLS NY 14305                   | 09/12/2018 | 09/12/2023 |
| DOL | DOL |           | STEVEN TESTA   |  | 50 SALEM STREET - BLDG B<br>LYNNFIELD MA 01940               | 01/23/2017 | 01/23/2022 |
| DOL | NYC | *****5863 | SUKHMANY CONSTRUCTION,<br>INC.                                 |  | 185-06 56TH AVE<br>FRESH MEADOW NY 11365                     | 10/17/2017 | 10/17/2022 |
| DOL | DOL | *****1060 | SUNN ENTERPRISES GROUP,<br>LLC                                 |  | 370 W. PLEASANTVIEW AVE<br>SUITE 2.329HACKENSACK NJ<br>07601 | 02/11/2019 | 02/11/2024 |

**NYSDOL Bureau of Public Work Debarment List 08/27/2021**

**Article 8**

|     |     |           |  |  |  |            |            |
|-----|-----|-----------|--|--|--|------------|------------|
| DOL | DOL | *****8209 | SYRACUSE SCALES, INC.                    |  | 158 SOLAR ST<br>SYRACUSE NY 13204                                      | 01/07/2019 | 01/07/2024 |
| DOL | DOL |           | TALAILA OCAMPA                           |  | 1207 SW 48TH TERRACE<br>DEERFIELD BEACH FL 33442                       | 01/16/2018 | 01/16/2023 |
| DOL | DOL |           | TERRY THOMPSON                           |  | 11371 RIDGE RD<br>WOLCOTT NY 14590                                     | 02/03/2020 | 02/03/2025 |
| DOL | DOL |           | TEST                                     |  | P.O BOX 123<br>ALBANY NY 12204   | 05/20/2020 | 05/20/2025 |
| DOL | DOL | *****6789 | TEST1000                                 |  | P.O BOX 123<br>ALBANY NY 12044   | 03/01/2021 | 03/01/2026 |
| DOL | DOL | *****5570 | TESTA CORP                               |  | 50 SALEM STREET - BLDG B<br>LYNNFIELD MA 01940                         | 01/23/2017 | 01/23/2022 |
| DOL | DOL | *****5766 | THE COKER CORPORATION                    | COKER<br>CORPORATIO<br>N                 | 2610 SOUTH SALINA ST<br>SUITE 14SYRACUSE NY 13205                      | 12/04/2018 | 12/04/2023 |
| DOL | DOL | *****5766 | THE COKER CORPORATION                    | COKER<br>CORPORATIO<br>N                 | 2610 SOUTH SALINA ST<br>SUITE 14SYRACUSE NY 13205                      | 09/17/2020 | 09/17/2025 |
| DOL | DOL | *****8311 | TRIPLE B FABRICATING, INC.               |  | 61 WILLETT ST.<br>PASSAIC NJ 07503                                     | 10/26/2016 | 10/26/2021 |
| DOL | DOL | *****6392 | V.M.K CORP.                              |  | 8617 THIRD AVE<br>BROOKLYN NY 11209                                    | 09/17/2018 | 09/17/2023 |
| DOL | DOL | *****6418 | VALHALLA CONSTRUCTION,<br>LLC.           |  | 796 PHELEPS ROAD<br>FRANKLIN LAKES NJ 07417                            | 12/01/2020 | 12/01/2025 |
| DOL | NYC | *****7361 | VIABLE HOLDINGS, INC.                    | MOVING<br>MAVEN                          | 1010 NORTHERN BLVD.<br>GREAT NECK NY 11021                             | 03/09/2017 | 03/09/2022 |
| DOL | DOL |           | VICTOR ALICANTI                          |  | 42-32 235TH ST<br>DOUGLSTON NY 11363                                   | 01/14/2019 | 01/14/2024 |
| DOL | NYC |           | VIKTAR PATONICH                          |  | 2630 CROPSEY AVE<br>BROOKLYN NY 11214                                  | 10/30/2018 | 10/30/2023 |
| DOL | DOL |           | VIKTORIA RATH                            |  | 24 ELDOR AVENUE<br>NEW CITY NY 10956                                   | 02/03/2020 | 02/03/2025 |
| DOL | NYC |           | VITO GARGANO                             |  | 1535 RICHMOND AVE<br>STATEN ISLAND NY 10314                            | 12/13/2017 | 12/13/2022 |
| DOL | NYC | *****3673 | WALTERS AND WALTERS,<br>INC.             |  | 465 EAST AND THIRD ST<br>MT. VERNON NY 10550                           | 09/09/2019 | 09/09/2024 |
| DOL | DOL |           | WAYNE LIVINGSTON JR                      | NORTH<br>COUNTRY<br>DRYWALL<br>AND PAINT | 23167 COUNTY ROUTE 59<br>DEXTER NY 13634                               | 10/24/2016 | 10/24/2021 |
| DOL | DOL | *****3296 | WESTERN NEW YORK<br>CONTRACTORS, INC.    |  | 3841 LAYNARD COURT<br>NEW PORT RICHEY FL 34652                         | 07/09/2019 | 07/09/2024 |
| DOL | DOL |           | WHITE PLAINS CARPENTRY<br>CORP           |  | 442 ARMONK RD  | 06/12/2018 | 06/12/2023 |
| DOL | DOL |           | WILLIAM C WATKINS                        |  | 1229 JAMES STREET<br>SYRACUSE NY 13203                                 | 05/02/2017 | 05/02/2022 |
| DOL | DOL |           | WILLIAM DEAK                             |  | C/O MADISON AVE CONSTR<br>CO<br>39 PENNY STREET WEST ISLIP<br>NY 11795 | 11/02/2016 | 11/02/2021 |
| DOL | DOL | *****4043 | WINDSHIELD INSTALLATION<br>NETWORK, INC. |  | 200 LATTA BROOK PARK<br>HORSEHEADS NY 14845                            | 03/08/2018 | 03/08/2023 |
| DOL | DOL | *****4730 | XGD SYSTEMS, LLC                         | TDI GOLF                                 | 415 GLAGE AVE<br>#302STUART FL 34994                                   | 10/31/2018 | 10/31/2023 |
| DOL | NYC |           | ZAKIR NASEEM                             |  | 30 MEADOW ST<br>BROOKLYN NY 11206                                      | 10/10/2017 | 10/10/2022 |
| DOL | NYC | *****8277 | ZHN CONTRACTING CORP                     |  | 30 MEADOW ST<br>BROOKLYN NY 11206                                      | 10/10/2017 | 10/10/2022 |

GENERAL CONDITIONS

ARTICLE I

Statement of Performance and Compensation

1.1 The Contractor, at its own sole cost and expense, shall furnish all labor and services and all material and equipment necessary to perform the Contract Work and all work incidental thereto and shall perform all such work to completion in strict accordance with the Contract Documents as defined herein and subject to the satisfaction and approval of the Owner, within the time specified in the Information for Bidders, and further subject to all the covenants, agreements, promises, and conditions hereto.

1.2 The Owner shall pay and the Contractor shall accept, in full consideration of the Contractor's performance of the Contract, subject to additions and deductions as provided herein, the sum of

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(\$ \_\_\_\_\_).

ARTICLE II

Definitions

2.1 The Contract. The following shall be referred to as the "Contract Documents" and shall be deemed to be a part of this Contract:

- a. Invitation to bid and information for bidders;
- b. Proposal or bid;
- c. Qualification of Bidder;
- d. Notice of Intent to Award;
- e. Notice of Award;
- f. Notice to Proceed;

- g. General Conditions;
- h. Special Conditions;
- i. Specifications;
- j. Drawings;
- k. All Addenda issued by Owner;
- l. All provisions required by law to be deemed included in this Contract whether or not actually appearing therein;
- m. Performance and Payment Bonds.

2.2 "ADDENDUM" or "ADDENDA" shall mean those additional contract provisions issued in writing by the Owner prior to receipt of bids.

2.3 "CHANGE ORDER" shall mean those written orders, specified in Article IX, by which the Owner may order revisions, additions, or omissions to the Work.

2.4 "CONTRACT" shall mean the agreement between the parties as expressed in those Contract Documents referred to in Paragraph 2.1 of this Article.

2.5 "CONTRACT PRICE" shall mean the lump sum price, or gross price in the case of a unit price contract, provided in Article I for which Contractor agrees to perform the Work.

2.6 "CONTRACTOR" shall mean the party of the second part hereto, whether corporation, partnership, joint venture, or individual, or any combination thereof, and its, their or his or her successors, personal representatives, executors, administrators and assigns, and any person, firm or corporation who or which shall at any time be legally substituted in the place of the party of the second part under this Contract.

"OTHER CONTRACTORS" shall mean any contractor (other than the party of the second part or its sub-contractors) who has a contract with the Owner for work on or adjacent to the building or site of the work.

2.7 "CONTRACT DRAWINGS" shall mean only those drawings specifically entitled as such

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

and listed in the specifications or in any addenda, or any detailed drawings furnished by the Owner, pertaining or supplemental thereto.

2.8 "CONTRACT WORK" shall mean everything required to be furnished and done by the Contractor by any one or more of the parts of the Contract referred to in Paragraph 2.1 hereof, except Extra Work as hereinafter defined; it being understood that, in case of any inconsistency or ambiguity in or between any part or parts of this Contract, the Owner shall determine which shall prevail.

2.9 "DISPUTED WORK" shall mean work which the Contractor is ordered to perform, and which the Contractor claims should be considered Extra Work and not Contract Work and which the Owner claims is Contract Work.

2.10 "ENGINEER" shall mean the Engineer of the Owner duly designated by the Owner to be its representative at the site of the work, to administer the Contract and to exercise all the duties and rights to which the Engineer is entitled under the Contract and the Engineer's agreement with the Owner.

2.11 "EXCUSABLE DELAY" shall mean delay in the Contractor's performance of the Work which arises through no fault, error, act or omission of the Contractor.

2.12 "EXTRA WORK" shall mean work duly authorized other than that required by the Contract at the time of its execution.

2.13 "FINAL ACCEPTANCE" shall mean final acceptance of the work by the Owner, as evidenced by its authorized signature upon the Certificate of Final Completion, a copy of which shall be sent to the Contractor. Such acceptance shall be deemed to have taken place as of the date so stated in such Certificate.

2.14 "MATERIALMAN" shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor, or any Subcontractor, to fabricate or deliver, or who actually fabricates or delivers, plant, materials or equipment incorporated in the Work.

2.15 "MEANS AND METHODS OF CONSTRUCTION" shall mean the labor, materials, temporary structures, tools, plant, and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.

2.16 "PROJECT" shall mean the public improvement to which this Contract relates.

2.17 "SITE" or "PROJECT SITE" or "WORK SITE" shall mean the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.

2.18 "SPECIFICATIONS" shall mean all of the directions, requirements and standards of performance applying to the work as hereinafter detailed and designated under the Contract Document entitled "Specifications".

2.19 "SUBCONTRACTOR" shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or his Subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, at the site.

2.20 "WORK" shall mean everything required to be furnished and done by the Contractor under the Contract, and shall include both Contract Work and Extra Work.

### ARTICLE III

#### The Work and Its Performance

3.1 Character of the Work. The Contractor agrees to perform and complete the Work in strict accordance with the Contract Documents, with the best modern practice, and with workmanship and materials of the highest quality so as to achieve the results intended by the Contract Documents and to the satisfaction of the Owner and the Engineer.

3.2 Contractor's Warranties. The Contractor warrants and represents that the Work shall satisfy

all the requirements of the Contract and shall conform strictly to the Contract Drawings and Specifications; be completed free from fault and defects; be of the highest quality and incorporate only new materials and equipment unless the Contract otherwise provides; be free of liens and encumbrances; be constructed in compliance with all applicable laws and insurance requirements; and be fit for the intended use and purpose.

The Contractor further warrants and represents that it has reviewed carefully the Contract Documents, and that the Contractor can perform the Contract Work for the Contract Price and can achieve Substantial Completion on or before the scheduled completion date as specified in the Information for Bidders.

3.3 Means and Methods of Construction. The Contractor shall, at its own expense, provide all labor, materials, apparatus, scaffolding, appliances, utensils, tools, machinery, transportation and cartage and whatever else may be required of every description necessary to perform and complete the Work, and shall be solely responsible for the same and for the safe, proper and lawful construction, maintenance and use thereof. Unless otherwise expressly provided in the Contract Drawings, Specifications or Addenda, the Contractor shall be responsible for choosing the means and methods of construction; subject, however, to the Engineer's right to reject means and methods proposed by the Contractor which:

- a. Will constitute or create a hazard to the work, or to persons or property; or
- b. will not produce finished work in accordance with the terms of the Contract.

The Engineer's acceptance of the Contractor's means and methods of construction, or the Engineer's failure to exercise its right to reject such means or methods, shall not relieve the Contractor of any of its obligations under the Contract; nor shall the exercise of such right to reject create any claim or cause of action for damages, which Contractor hereby expressly waives.

3.4 Shop Drawings. The Contractor shall submit on a timely basis all Shop Drawings and revisions thereto, as provided in the Special Conditions.

3.5 Utilities. The Contractor shall have sole responsibility for making all arrangements with

respective utilities for the relocation of utility lines and facilities or the interruption or resumption of service, as may be provided in the Special Conditions and Specifications, and waives all claims against the Owner, its employees, agents or representatives for damages relating to or arising therefrom.

3.6 Contractor's Familiarity with Site and Work Conditions. The Contractor represents that it has inspected and is familiar with the nature and location of the Project Site and all physical conditions relating to the Work, including without limitation utilities, location of utility lines, existing buildings and structures, roads, streets, access to and from the Project Site, topographical conditions, local climate and weather conditions, surface conditions, and normal and foreseeable soil, rock, water and subsurface conditions.

3.7 Unforeseeable Conditions. The Contractor shall be solely responsible for performing to completion all its Work notwithstanding the existence of any surface or subsurface conditions, whether foreseeable or unforeseeable. The Contractor shall perform under Change Order any Extra Work, pursuant to Article IX, required by reason of Unforeseeable Conditions and shall accept Extra Payment therefor, as the Contractor's total compensation for any and all losses, damages or expenses arising out of or relating to Unforeseeable Conditions. The Contractor shall give further written notice to the Engineer within three (3) days after discovery of any condition which the Contractor claims to be an Unforeseeable Condition. The Contractor waives and releases any right to Extra Payment relating to an Unforeseeable Condition if the Contractor fails to give such notice as provided.

3.8 Representative Detail. All specifications, notations, or details in the Contract specifically applicable to one or a number of similar situations, materials or processes, or shown as typical or representative, shall apply to all similar situations, materials, or processes, wherever appearing in the Work, unless the Contract clearly requires a contrary result. A typical or representative detail indicated on the Contract Drawings shall be the standard of workmanship and material in all corresponding parts of the

Work. Where necessary, and where inferable from the Contract Drawings and Specifications, the Contractor shall adapt such representative detail for all corresponding parts of the Work. All references in the Contract to materials, equipment, or facilities shall be construed to require the Contractor to furnish the same in accordance with the grades and/or standards indicated in the Contract. Where the Contract does not specify any explicit quality or standard for materials or workmanship, the Contractor shall use only workmanship and new materials of the best quality.

3.9 Measurements. The Contractor shall be responsible for all measurements required for execution of the Work to the exact position and elevation as required by the Contract. Before executing any work, Contractor shall verify all measurements by inspection or examination at the Site. Contractor acknowledges that the Contract Drawings do not necessarily show all variations in alignment, elevation, or dimension required to satisfy architectural and structural limitations; and Contractor assumes responsibility for the proper and correct construction.

3.10 Interpretation of Contract Documents. The Contractor shall submit to the Engineer, pursuant to Article XII, all issues, questions, and problems concerning the meaning and intent of the Contract, including issues resulting from inconsistencies between or among any documents forming part of the Contract. The Engineer's determination shall be conclusive, final and binding on the Contractor.

3.11 Permits. The Contractor shall secure all permits, licenses, and approvals required under the Contract or otherwise necessary for the proper performance and completion of the Work.

3.12 Specifications and Drawings. The Contract Specifications and Drawings and all other Contract Documents are intended to supplement each other, and together constitute one complimentary set of plans, so that any work exhibited in the one and not in the other shall be executed just as if it had been set forth in all, in order that the Work shall be completed in every respect according to the complete design or designs as decided and determined by the Engineer. Should anything be omitted from the Specifications or

Drawings which is necessary to a complete understanding of the Work, or should any error appear either in the various drawings furnished or in the work done by other Contractors affecting the Work covered hereby, the Contractor shall promptly notify the Engineer in writing, pursuant to Article XII within three (3) days of discovery of the error or omission. In the event of the Contractor's failure to do so, he shall make good any damage or defect in his work cause by reason of such error or omission and waives any claim for Extra Payment therefor.

3.13 Satisfaction of the Owner and Engineer. All work under this Contract shall be done to the satisfaction of the Owner and Engineer. The Engineer shall determine the quantity, quality, acceptability and fitness of the various items of work and materials to be furnished and paid for hereunder, and whether the Contractor has performed in accordance with the Specifications and Drawings. The Engineer may direct the Contractor to correct or remove such materials or work as in the Engineer's opinion are not in accordance with the Specifications or Drawings and to substitute therefore without delay other work and materials, and in such event the expense of doing so and of making the directed correction or substitution shall be borne solely and fully by the Contractor. The determination of the Engineer in all such matters shall be conclusive, final and binding upon the Contractor.

3.14 Contractor's Duty to Correct Defective Work. Upon notification from the Engineer, the Contractor shall, at its own cost, promptly correct any and all defects, including without limitation settlement, shrinkage, and nonconforming materials, in its Work or in that of any Subcontractor employed by the Contractor which occur due to the fault of the Contractor or its Subcontractors during the progress of the Work or which appear within twelve (12) months after the date of Final Acceptance. If, within ten (10) days after mailing of notice in writing to the Contractor or its agents of the occurrence or appearance of any such defect the Contractor has not corrected such defect, the Owner may correct such defect. In the event of an emergency where, in the opinion of the Engineer, delay could cause serious loss or damage to persons or

property, the Owner may correct such defect without advance notice. The Engineer shall determine the cost to the Owner of any defect corrected by the Owner, whose determination shall be conclusive, final and binding, and such cost shall be borne solely by the Contractor. All sums or expenses so incurred by the Owner shall be deducted or offset from money when due or thereafter due from the Owner to the Contractor.

3.15 Lines, Marks and Grades. The Contractor shall, at its own expense, promptly furnish all labor and materials necessary or proper for marking and preserving all lines, marks or grades that may be given to the Contractor by the Engineer. The Contractor shall carefully follow and preserve all the lines, marks and grades given by the Engineer, and shall notify the Engineer promptly whenever the Contractor will need lines, marks or grades other than those which have already been provided, and the Contractor shall not be entitled to any extension of time for delays occurring in the giving of any lines, marks or grades by the Engineer unless twenty-four hours notice in writing is given to the Engineer that additional lines, marks and grades as the case may be are needed. All Work shall conform to the lines and grades by the Engineer in accordance with the said plans, it being understood and agreed, however, that such lines and grades may be from time to time modified in the discretion of the Engineer.

3.16 Inspection. During the progress of the Work and up to the date of Final Acceptance, the Contractor shall at all times afford the Owner and its representatives access to its Work Site and every reasonable, safe and proper facility for inspecting all work done or being done at the Site, and also the manufacture or preparation of materials and equipment at the place of such manufacture or preparation. The Contractor shall also provide such access to representatives of the United States Environmental Protection Agency, the New York State Department of Environmental Conservation, and all other duly authorized governmental authorities. The Contractor's obligations hereunder shall include the uncovering or taking down of finished Work, and its restoration thereafter; provided, however, that the order to uncover, take

down and restore shall be in writing, and further provided that if work thus exposed proves satisfactory, such uncovering or taking down and restoration shall be considered an item of Extra Work to be paid for in accordance with the provisions of Article IX hereof.

3.17 Inspection and acceptance by the Owner, the Engineer or their representatives of finished Work or of Work being performed, or of materials and equipment at the place of manufacture, preparation or storage, shall not relieve the Contractor of its obligation to perform the Work in strict accordance with the Contract. Finished or unfinished Work found not to be in strict accordance with the Contract shall be replaced as directed by the Engineer at Contractor's sole cost; even though such work may have been previously accepted and paid for. Rejected work and materials shall be promptly taken down and removed from the Site, which must at all times be kept in a reasonably clean and neat condition.

3.18 Protection of Work and of Persons and Property. During performance and up to the date of Final Acceptance, the Contractor shall be under an absolute obligation to protect the unfinished Work as well as materials and equipment against any damage, loss or injury; and, in the event of such damage, loss or injury, he shall promptly replace or repair such Work, whichever the Engineer in its discretion shall determine to be preferable. The obligation to deliver finished Work in strict accordance with the Contract prior to Final Acceptance shall be absolute and shall not be affected by the Engineer's approval of or failure to prohibit means and methods of construction used by the Contractor. During performance and up to the date of Final Acceptance, the Contractor must take all reasonable precautions to protect persons and property of the Owner and of others from damage, loss or injury resulting from its or its Subcontractors' operations under this Contract. The Contractor's obligation to protect shall include the duty to provide, place and adequately maintain at or about the Site suitable and sufficient security guards, lights, barricades and enclosures necessary to ensure protection.

3.19 Contractor's Duty to Report. Within three days after written notice to the Contractor of the

occurrence of any loss, damage or injury to work, persons or property, the Contractor shall make a full and complete report in writing to the Engineer.

3.20 Indemnification. The Contractor agrees that, in the event that persons or property of the Owner or of others sustain loss, damage or injury, including death, resulting from the intentional, reckless or negligent acts of the Contractor, or its Subcontractors, in their performance of this Contract, or from its or their failure to comply with any of the provisions of this Contract or of law, the Contractor shall indemnify and hold the Owner and its representatives harmless from all legal expenses and attorneys' fees incurred, all claims and judgment for damages, and all other costs by reason thereof.

3.21 Project Meetings. The Contractor shall attend without exception all Project Meetings upon advance notice from the Owner or Engineer. A copy of the minutes of each meeting shall be sent to the Contractor, who shall promptly inform the Engineer or Owner, in writing, of all errors or omissions in the minutes. The Contractor's failure to do so shall constitute a conclusive and binding admission on the part of the Contractor that the information contained in the minutes is true, accurate and complete.

3.22 No Right of Action. The provisions of this Article shall not be deemed to create any right of action in favor of third parties against the Contractor, or against the Owner or its representatives.

#### Article IV

##### Provisions Relating to Time

4.1 Commencement and Prosecution of the Work. The Contractor must commence its Work within ten days after the date specified in the written Notice to Proceed signed by the Owner or Engineer. The time for performance of the Work under the Contract shall be computed from the 10th day after the date specified in such written Notice to Proceed. The Contractor agrees that time is of the essence of this Contract, and the Contractor shall therefore prosecute the Work diligently, using such means and methods of

construction as will assure its completion not later than the date specified therefor, or on the date to which the time for completion may be extended as provided herein.

4.2 Progress Schedule. To enable the Work to be planned and prosecuted in an orderly and expeditious manner, the Contractor, within 10 days after the award of this Contract, unless otherwise directed by the Engineer in writing, shall submit to the Engineer a proposed Progress Schedule, showing:

- a. The anticipated time of commencement and completion of each of the various items of Work to be performed under this Contract;
- b. The sequence of each of these items of Work and their inter-relationship with each other and with those of all other related contracts; and
- c. The estimated time required for fabrication or delivery of all materials and equipment required for the Work; and

4.3 The proposed progress schedule shall be revised as directed by the Engineer and shall be subject to the Engineer's satisfaction. The accepted Progress Schedule shall be strictly adhered to by the Contractor. If the Contractor fails to adhere to the accepted Progress Schedule, or to the Schedule as revised, the Contractor shall promptly adopt such other or additional means and methods of construction as will make up for the time lost and will assure completion in accordance with such Schedule. The Contractor's failure to provide Progress Schedules or requested revisions thereto, or to complete the Work in accordance therewith, shall constitute a material breach of this Contract.

4.4 The Contractor agrees that its submittal of Progress Schedules is for the Owner and Engineer's information, and the Engineer's acceptance of same shall not imply that the Engineer represents or warrants that the Contractor can complete the Work in accordance with the Progress Schedule. If at any time the Engineer determines in its sole discretion that the Contractor's Work is not progressing in accordance with the Progress Schedule or that the Work is likely to be delayed, the Engineer may give

written notice directing the Contractor to increase its manpower and amount or types of equipment, and to undertake additional work shifts. If the Engineer and the Contractor do not agree as to the cause or existence of the delay, or if the Contractor disputes the necessity of the Engineer's directive, the Contractor shall nonetheless comply with the Engineer's directive and shall perform in conformance therewith, subject to Article X (Disputed Work).

## Article V

### Cooperation with Other Prime Contractors

5.1 The Contractor acknowledges and agrees that the Owner may award contracts to other prime contractors for other portions and aspects of the Project. The Contractor agrees to cooperate fully and coordinate its Work with all other prime contractors in order to avoid disputes and delays, and to assure the timely progress of the Work and the work of all other prime contractors, and the proper, efficient, and expeditious completion of the Project.

5.2 The Contractor agrees to provide access to all other prime contractors to review documents in the Contractor's possession relating to the Work and to observe the Work as necessary or desirable in order to comply with the provisions and purpose of this Article.

5.3 The Contractor agrees to use its best efforts to organize and integrate its Work with the work of all other prime contractors and their subcontractors so as not to interfere with or delay the timely and proper performance of any other prime contractor's work. The Contractor agrees to commence the Work on the Commencement Date and to prosecute the Work with all possible speed so as to comply with the Progress Schedule; submit shop drawings promptly to the Engineer and to other prime contractors so as to cause no delay in the work of any other prime contractor; correct promptly all work which is incorrect or defective, or which does not conform to the Contract; review carefully in advance the progress schedule of

all other prime contractors and all Drawings and Specifications in the Contract of each other prime contractor, and all shop drawings, which may affect the work; allow all other prime contractors to review in advance all documents forming a part of the Contract, and all shop drawings, which may affect the work of such other prime contractors; to coordinate its Work carefully and to allow other prime contractors reasonable access to the Contractor's Site in order to coordinate the Work of all contractors; not to excavate, uncover, cut or alter the work of any other prime contractor unless so ordered by the Engineer; and notify promptly all other prime contractors and the Engineer of all problems which may cause obstruction, damage, or delay to either Contractor or other prime contractors and to cooperate with the other prime contractors to mitigate the effects of the problem.

5.4 The Contractor agrees that the Owner does not guarantee that the Contractor or any other prime contractor will perform its Work in a responsible, efficient or timely fashion; and that the Contractor shall have no recourse or claim whatsoever against the Owner for any loss or damages resulting from any acts or omissions of any other prime contractor, and the Contractor hereby waives any such recourse or claim against the Owner, including damages for delay.

## Article VI

### Subcontractors

6.1 Submittal. The Contractor shall, with its bid proposal, and prior to entering into any Subcontract, submit to the Engineer, with respect to each proposed Subcontractor, the name and address of the Subcontractor; a description of the work to be performed or materials or equipment supplied by the Subcontractor; a description of the Subcontractor's past experience in performing similar work; a statement that the Subcontractor has sufficient capacity and financial resources to perform and complete its Subcontract; and any other information as to Subcontractor's fitness and responsibility as the Owner or Engineer may request.

6.2 Acceptance. The Engineer shall inform the Contractor prior to execution of the Contract whether the proposed Subcontractor is acceptable. The Engineer's acceptance shall not be construed as any representation or warranty with respect to the Subcontractor's qualifications and fitness or ability to perform the work. The Contractor shall assert no claim for loss or damages by reason of the Engineer's rejection of a proposed Subcontractor. Nothing contained in this Contract shall create any relationship of contract or agency between the Owner and Subcontractor.

6.3 Contractor's Responsibility for Subcontractor. The Contractor shall have full responsibility for all work performed by all its Subcontractors and for all acts and omissions of all its Subcontractors and its Subcontractors' employees.

6.4 Subcontracts. All Subcontracts shall be in writing and an executed copy furnished promptly to the Engineer upon request. The Contractor, prior to entering into each Subcontract, shall inform the Subcontractor in detail of all requirements under this Contract relating to the Subcontractor's Work. All Subcontracts shall provide expressly that such Subcontract is subject to all the requirements of this Contract and that all work under the Subcontract shall comply with all the requirements of this Contract. The Contractor's execution of a Subcontract shall constitute a representation to the Owner that the Contractor has informed the Subcontractor in detail of all requirements under this Contract relating to the Subcontractor's work.

## Article VII

### Contractor's Representatives

7.1 Designated Representatives. The Contractor shall, upon execution of the Contract, designate in writing one or more persons who shall have full authority to act on behalf of the Contractor with respect to this Contract and to bind the Contractor, and at least one of whom shall be available at all

times during the Contractor's performance of its Work. The Contractor may change the designated representatives upon advance written notice to the Owner.

7.2 Site Representative. The Contractor shall maintain on site at all times during the performance of its Work a superintendent who shall have full authority to make all decisions with respect to the Work, attend job meetings and represent the Contractor in coordinating its Work with other prime contractors.

## Article VIII

### Payment to Contractor

8.1 Detailed Schedule. For each Lump Sum item bid, prior to the submittal of its first progress payment requisition and as a condition to payment, the Contractor shall submit to the Engineer a Detailed Schedule setting forth a breakdown of the contract price for all the labor and materials to be furnished. The Detailed Schedule shall set forth the quantity and price of each lump sum item of the Work, and shall list the quantity and price as to labor and materials separately. The Detailed Schedule shall be revised promptly by the Contractor upon the Engineer's request and to the satisfaction of the Engineer, and shall not be changed following acceptance except with the Engineer's authorization.

8.2 Progress Payments. Payments for work performed and materials supplied up to the date of Substantial Completion shall only be made pursuant to Requisitions for Payment on forms provided by the Owner, signed by the Contractor and approved by the Engineer. Such Requisitions may be submitted no more than once each month for work and materials actually furnished during the period commencing on the last date covered by the Contractor's last prior Requisition and ending on the date specified in the current Requisition.

8.3 Contents of Requisitions. Each Requisition shall have annexed the Detailed Schedule,

annotated to reflect all lump sum items of Work actually completed to date. Each Requisition shall set forth separately the quantity and price of all labor and materials furnished and incorporated in the Project during the current requisition period, the percentage of the Work actually completed to date, and the quantity and price of all approved Extra Work, clearly designated as such. The Contractor shall also furnish with each Requisition all documents reasonably requested by the Engineer, including without limitation bills of lading or sale and proof of amounts paid or owing to Subcontractors. Each Requisition shall constitute a representation by the Contractor that the work and materials reflected therein have been actually furnished; that the quantities and prices therefore are true and accurate; and that the Contractor has no knowledge of any mechanics', material men's, laborers' or vendors' liens having been filed against the Project or the funds appropriated therefore. Each Requisition shall further constitute a waiver and release of any and all liens by the Contractor for all work and materials furnished through the last day of the last prior Requisition for which payment has been made by the Owner.

8.4 Unincorporated Material. The Owner may, but is not obligated to, approve payment for material which has been fabricated and stored, or undelivered on condition that the Contractor shall have furnished to the Engineer all documents the Owner may require, such as bills of lading or sale and evidence of appropriate insurance coverage.

8.5 Retainage. The Owner shall be entitled to retain out of any amount approved for payment up to five percent (5%) of such amount until the Contractor shall have achieved Substantial Completion, as set forth in Article XVII. The Owner shall in addition be entitled to retain an amount necessary, in the Owner's opinion, to satisfy all claims, liens or judgments against the Contractor which have not been discharged. The amounts retained pursuant to this Paragraph 8.5 are in addition to amounts which the Owner may retain or withhold pursuant to other Articles of this Contract, including Article XIII (Default), Article XIX (Final Completion), Article XX (Maintenance and Guarantee), and Article XXII (Liquidated

Damages).

8.6 Disapproval and Withholding of Payment. The Engineer may disapprove and withhold any payment or portion thereof to the extent that, in the Engineer's opinion: the Requisition or any annexed documents are incorrect or incomplete; the Work or materials described in such Requisition or in any previous Requisition does not comply with the Specifications and Drawings or was not furnished as stated; a lien against the Project or funds appropriated therefore has been filed relating to the Contractor's Work or materials furnished; a claim has been asserted against the Owner for which the Contractor has agreed to indemnify the Owner pursuant to Article III, Paragraph 3.30; any amounts are due and owing from the Contractor to any Subcontractor or employee pursuant to the labor or lien laws; or the Owner has determined the Contractor to be in default pursuant to Article XIII. The Engineer shall notify the Contractor in writing if the Engineer disapproves all or part of a Requisition and the reasons therefor. The Contractor agrees to perform immediately all corrective action required by the Engineer and shall continue to perform the Work without delay in accordance with the Contract.

## Article IX

### Change Orders, Omitted Work and Extra Work

9.1 Owner's Right to Issue Change Orders. The Contractor agrees that the Owner reserves the right to issue written Change Orders at any time and for any reason whatsoever to revise the Specifications and Drawings, add Extra Work, or omit Work or portions thereof, or which may change the nature, scope, quantity, area, sequence, grade, or size of the Work, whenever in the Owner's opinion it shall be necessary or in its best interests to do so. No Work shall be omitted, and no Extra Work added, except pursuant to a written Change Order approved by the Owner and signed by the Engineer, and the Contractor shall not

perform any Extra Work without such Change Order. The Contractor shall not be entitled to any Extra Payment for any Extra Work to the extent such Extra Work is, in the opinion of the Engineer, required due to the Contractor's fault, error, omission, negligence or delay.

9.2 Reduction in Contract Price. The Contract Price shall be reduced to the extent that any Change Order, whether for omitted Work or otherwise, results in a decrease in the Contractor's cost to perform the work involved, as determined by the Engineer based on the estimated costs of: a) necessary materials; b) necessary direct labor; c) required insurance; d) operation, maintenance and rental of necessary plant and equipment; plus e) ten percent (10%) of the total of items (a) through (d) as compensation for all overhead and administration costs; plus f) ten percent (10%) of the total of items (a) through (e) as compensation for profit. The parties agree that all rental costs of plant and equipment shall be based on the most recent New York State Department of Transportation index or comparable index, in the Engineer's discretion.

9.3 Extra Payment. If the Owner requires Extra Work involving items of work for which unit prices or lump sum amounts are specified in the Contract, the Extra Payment shall be determined by the Engineer in accordance with such unit prices or lump sum amounts. In the event any Extra Work or materials are required by the Owner involving items of work or materials for which prices are not specified in the Contract, the Owner may request the Contractor in writing to submit a proposed quotation for such work or materials on either a lump-sum, unit price, or time and materials basis, in the Owner's discretion. The Contractor shall submit within ten (10) days of the request a written quotation which shall set forth in detail the Contractor's estimated costs, overhead and profit. The quotation shall constitute the Contractor's offer to the Owner to perform such Extra Work at the price quoted, and such offer shall be irrevocable for a period of sixty (60) days from date of receipt; thereafter, any revocation of the offer must be made to the

Owner in writing.

9.4 Inability to Agree on Price. If the Owner and the Contractor are not able to agree on the amount of Extra Payment for the proposed Extra Work, and the Owner exercises its right to issue a Change Order for such Extra Work, or if the Owner exercises its right to issue a Change Order for such Extra Work without requesting or receiving within the time required the Contractor's quotation, then the Contractor shall proceed immediately with the Extra Work, and any Extra Payment due the Contractor for such Extra Work shall be computed on a Time and Material basis, as provided in the following Paragraph 9.5.

9.5 Time and Material Basis. For all Extra Work performed by the Contractor on a Time and Material basis, the Owner shall pay, and the Contractor shall accept, the reasonable costs actually incurred by the Contractor to perform and complete such Extra Work, as determined by the Engineer based on the costs of: a) necessary materials; b) necessary direct labor; c) required insurance; d) operation, maintenance and rental of necessary plant and equipment; plus e) ten percent (10%) of the total of items (a) through (d) as compensation for all overhead and administration costs; plus f) ten percent (10%) of the total of Items (a) through (e) as compensation for profit. The parties agree that all rental costs of plant and equipment shall be based on the most recent New York State Department of Transportation index or comparable index, in the Engineer's discretion.

9.6 Extra Work Performed by Subcontractor. If a Subcontractor performs Extra Work on a lump-sum basis, the Contractor shall be paid the Subcontractor's lump-sum price plus five (5%) of such lump-sum price which shall be deemed to include the Contractor's profit and all costs and expenses, including without limitation, costs of superintendence, administration, insurance, and delay. If a Subcontractor performs Extra Work on a Time and Material basis, the Contractor shall be paid only the actual and reasonable cost of the subcontracted Extra Work, based on the criteria (a) through (f) listed in Paragraph 9.5 above, plus five percent (5%) of such actual and reasonable cost which shall be deemed to

include the Contractor's profit and all costs and expenses, including without limitation costs of overhead, superintendence, administration, insurance and delay.

9.7 Time and Material Statement. The Contractor understands and agrees that the timely submittal of Time and Material Statements is of utmost importance and is a condition precedent to asserting any claim for Extra Payment for Extra Work performed on a Time and Material basis. The Contractor shall deliver to the Engineer on each day during which Extra Work has been done on a Time and Material basis a signed, detailed statement in form acceptable to the Engineer setting forth, separately as to each such day, the following:

- a. the quantity, cost, and description of all materials furnished;
- b. the name of each worker and his or her social security number; number of hours worked; hourly rate of pay; the total wages, taxes, union and insurance assessments; his or her title or category; and description of work performed;
- c. each piece of equipment or machinery used; whether it is owned or rented and if rented, the rental cost; and all costs incurred, including without limitation costs of insurance, fuel, and necessary maintenance.

9.8 Failure to Deliver Time and Material Statements. The Contractor's failure to submit timely a signed and complete Time and Material Statement shall constitute a waiver of any right to Extra Payment to the extent that such Statement is not timely delivered or is incomplete. The Engineer, in its sole discretion, may accept an untimely or incomplete Statement but such acceptance shall not constitute any waiver of the Owner's right to strict enforcement of this provision or to disallow any claim for Extra Payment, and shall not relieve the Contractor of its obligation to comply with the provisions of this Article. The Contractor understands that the information contained in the Time and Material Statements is to enable the Owner to monitor and verify the Extra Work performed and shall not be binding on the Owner.

9.9 Acceptance of Extra Payment. The Contractor's acceptance of Extra Payment for any Extra Work shall constitute an unconditional waiver and general release of the Owner of all claims and causes of action with respect to such Extra Work, whether asserted by the Contractor or through the Contractor on behalf of others.

## Article X

### Disputed Work

10.1 Notice. In the event the Owner or Engineer directs the Contractor to perform Disputed Work, the Contractor shall promptly and expeditiously perform such Disputed Work to completion. As a condition precedent to asserting any claim for Extra Payment with respect to such Disputed Work, the Contractor shall give written notice to the Engineer, prior to the Contractor's commencement of the Disputed Work, that the Contractor is performing such Disputed Work under protest.

10.2 Contents of Notice. The Notice shall state that the Contractor claims the work is Disputed Work and that the Contractor shall perform such Disputed Work under protest. The Notice shall also set forth in detail a description of the Disputed Work, the number of workdays the Contractor estimates necessary to complete the Disputed Work, and the specific grounds upon which the Contractor claims the Disputed Work should be considered Extra Work. The Contractor's failure to give timely written notice as herein provided shall constitute a waiver of all claims relating to such Disputed Work.

10.3 Time and Material Statement for Disputed Work. As a further condition precedent to the right to claim Extra Payment for performing such Disputed Work, the Contractor shall submit to the Engineer a signed Time and Material Statement for Disputed Work setting forth the items required in Article IX, Paragraph 9.7, on each day during which the Disputed Work was performed. Upon completion of the Disputed Work, the Contractor shall submit a final Time and Material Statement for Disputed Work

on the Friday of the last week in which Disputed Work was performed, setting forth the total dollar amount the Contractor will claim as Extra Payment for labor and materials. The Contractor's failure to submit timely signed and complete Time and Materials Statements for Disputed Work shall constitute a waiver of all claims relating to such Disputed Work. The Engineer, in its sole discretion, may accept an untimely or incomplete Statement but such acceptance shall not constitute any waiver of the Owner's right to strict enforcement of this provision or to disallow any claim for Extra Payment, and shall not relieve the Contractor of its obligation to comply with the provisions of this Article. The Contractor understands that the information contained in the Time and Material Statements for Disputed Work is to enable the Owner to monitor and verify the Disputed Work performed and to evaluate the Contractor's claims and shall not be binding on the Owner.

## Article XI

### Suspension of Work

11.1 Notice to Suspend Work. The Owner shall have the right to order the Contractor, upon written notice, to stop or suspend its Work and Extra Work at any time and for any reason. The Notice to Suspend Work shall specify the date on which the Work and Extra Work shall stop and may set forth an estimated date of resumption or may provide that the Work shall be suspended until further notice. The Contractor shall resume its Work and Extra Work upon the Owner's written Notice to Resume Work. The Contractor waives all claims for loss or damage by reasons of such suspension, and agrees that its rights to an Extension of Time, as provided in Paragraph 11.2 of this Article, and to elect to terminate, as provided in Paragraph 11.3 of this Article, shall constitute the Contractor's sole remedies in the event of suspension of work.

11.2 Extension of Time. The Contractor shall receive an Extension of Time to complete the

Contract corresponding to the number of days the Work is suspended unless the Owner determines that the suspension was necessary by reason of the Contractor's delay, defective or incorrect Work, failure to place timely orders for materials, equipment, services or labor, or other failure to comply with the Contract.

11.3 Contractor's Election to Terminate. If, pursuant to a Notice to Suspend Work issued by the Owner, the Work is suspended for a period exceeding one hundred twenty (120) days or for a period exceeding in the aggregate one hundred eighty (180) cumulative days by reasons of two or more Notices to Suspend Work, the Contractor may elect to terminate the Contract by giving written notice to the Owner. The Contractor's right and obligation to perform the Work shall terminate upon the Owner's receipt of the Contractor's Notice of Election to Terminate. Following receipt of the Contractor's Notice of Election to Terminate, the Owner shall pay to the Contractor all sums unpaid and owing pursuant to duly submitted Requisitions less amounts retained or withheld pursuant to this Contract. The Contractor's Notice of Election to Terminate shall constitute a waiver and release of all claims and causes of action against the Owner and Engineer except for sums unpaid and owing pursuant to duly submitted Requisitions, sums retained or withheld pursuant to this Contract, and Extra Payment for alleged Disputed Work for which the required Notice and Time and Materials Statements for Disputed Work were duly submitted and which have not been the subject of a Final Determination by the Engineer as of the date of receipt of the Contractor's Notice of Election to Terminate.

11.4 Compliance with Article XV. The Contractor, upon giving Notice of Election to Terminate, shall comply with and perform the obligations provided in Article XV of this Contract.

## Article XII

### Interpretations and Disputes

12.1 In order to resolve disputes, avoid litigation, and promote the orderly and timely progress of

the Work, the Contractor and the Owner hereby authorize the Engineer to act as the arbiter and interpreter of the Contract and to determine all questions, whether of a legal or factual nature, arising thereunder, including without limitation:

- a. issues relating to the meaning, interpretation and scope of the Contract Drawings and Specifications and the other Contract Documents;
- b. issues relating to the performance, quantity, quality, acceptability, fitness and progress of the Work and compliance by the Contractor and its Subcontractors with the requirements of the Contract;
- c. issues relating to Change Orders, Extra Work and Disputed Work including without limitation:
  - whether any Disputed Work is Contract Work or Extra Work;
  - whether the Contractor is entitled to Extra Payment by reason of any Change Order and the amount of any such Extra Payment; and
  - (i) whether the Owner is entitled to a reduction in the Contract Price by reason of any Change Order, and the amount of such reduction in the Contract Price;
- d. issues relating to the Contractor's completion of the Work in accordance with the Contract and Final Punch List;
- e. issues relating to the suspension of the Work;
- f. issues relating to the termination of the Contractor.

12.2 Duty to Notify. In the event the Contractor believes that any discrepancy, inconsistency, error or omission exists under any of the Contract Documents, or if the Contractor disputes any written order or notice of the Engineer or Owner, the Contractor shall immediately inform the Engineer and shall

also submit to the Engineer a written notice of the dispute or a written request for interpretation, within three (3) days of the date the Contractor receives the order or notice in dispute or discovers or should have discovered the discrepancy, inconsistency, error or omission, as the case may be.

12.3 Contents of Notice. Each notice of dispute or request for interpretation must specify in reasonable detail:

- (a) the nature of the Contractor's dispute with a description of Disputed Work, if any, or the information or interpretation requested by the Contractor;
- (b) the date by which the Contractor requires a determination; and
- (c) the Contractor's proposal to resolve the problem or resolve the dispute.

The Contractor shall include with the Contractor's notice or request all documents and other information which the Contractor deems relevant. The Contractor shall furnish promptly any additional information which the Engineer requests in connection with any such matter. The Engineer may reject the Contractor's notice or request if, in the Engineer's judgment, such notice or request is not sufficiently detailed.

12.4 The Engineer shall review each matter submitted hereunder and deliver a Final Determination to the Contractor within thirty (30) days which sets forth the Engineer's reasons for such Final Determination and, if the Final Determination involves computation of a monetary amount, the method of such computation.

12.5 The Engineer's Final Determination shall be final, conclusive and binding.

12.6 The Contractor's failure to submit a matter in timely fashion to the Engineer under this Article shall be a waiver of any claim for Extra Payment, extension of time, and all loss or damage relating to the particular matter.

#### Article XIII

Default

13.1 Grounds for Default. The Owner may declare the Contractor to be in default of this Contract upon the occurrence of any of the following events:

- (a) The Contractor fails to commence Work on the Commencement Date, unless by reason of an Excusable Delay;
- (b) The Contractor abandons the Work;
- (c) The Contractor refuses to proceed with the Work when directed by the Engineer or the Owner;
- (d) The Contractor reduces its work force to a number which, if maintained, would be insufficient, in the Engineer's opinion, to complete the Work in accordance with the Progress Schedule;
- (e) The Contractor assigns this Contract, or Contractor's rights or obligations hereunder, except as permitted under Article XXVI hereof;
- (f) The Contractor fails to obtain and maintain all required insurance;
- (g) The Contractor has failed to propose Subcontractors on a timely basis or to award Subcontracts after approval;
- (h) The Contractor has willfully or in bad faith violated any of the provisions of this Contract or has not been performing the Contract in accordance with its requirements; or
- (i) The Work cannot be completed on or before the scheduled Completion Date, or revised Completion Date unless by reason of an Excusable Delay;
- (j) The Contractor does not complete the Work on or before the scheduled Completion Date, unless by reason of an Excusable Delay;

- (k) Any lien is asserted against the Owner by any Subcontractor or Material man or others and not discharged, by bonding or otherwise, within thirty (30) days after written notice from the Owner to the Contractor;
- (l) The unpaid balance of the Contract Price is clearly insufficient, in the Engineer's opinion, to complete the Work or to pay all known liens;
- (m) The Contractor fails to perform or observe any other term, covenant, condition or provision of the Contract for three (3) days after receipt of written notice from the Engineer or the Owner specifying the nature of the Contractor's failure;
- (n) The Contractor consents to or suffers the appointment of a receiver of all or a material part of the Contractor's property or income; or admits in writing the Contractor's inability to pay debts as they become due; or makes a general assignment for the benefit of creditors; or files a voluntary petition in bankruptcy, or a petition seeking reorganization or an arrangement with creditors under any federal or state law relating to bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation or similar relief or files an answer admitting the material allegations of a petition filed against Contractor in any proceeding under any such law; or is adjudicated insolvent or is subject to an involuntary petition in bankruptcy, and such adjudication or filing is not set aside or terminated within thirty (30) days;
- (o) An attachment is levied or a judgment is executed against all or any material part of the Contractor's property or income and the same is not discharged within thirty (30) days;
- (p) Any statement or representation of the Contractor in the Contract or in any

document submitted by the Contractor with respect to the Contractor, its officers, principal employees, its proposal, the Work, the Project, or the Contract was untrue or incorrect when made;

- (q) Any Work is attached, levied upon, seized in any legal proceedings, or held by virtue of any encumbrance;
- (r) The Contractor or its chairman or president, or any vice president, treasurer, or shareholder owning more than five percent (5%) of the Contractor's issued and outstanding capital stock, or the sole proprietor of the Contractor or any general partner or joint venturer of the Contractor or the chairman, president, any vice-president, treasurer or shareholder owning more than five percent (5%) of the issued and outstanding capital stock is finally determined to be guilty of a felony related or pertaining to the business activities of the Contractor; or
- (s) a duly convened governmental body determines the Contractor to be not responsible.

13.2 Upon the Owner's determination that the Contractor is in default, the Owner shall issue a written Notice of Default to the Contractor. The Notice of Default shall specify the date of the determination of Default and the grounds upon which such Default is based.

13.3 Pursuant to the Owner's determination of Default, the Owner may do any or all of the following, in any sequence, in the Owner's discretion upon three (3) days prior written notice to the Contractor (or without notice in case of emergency):

- (a) terminate the Contractor's right to perform all or any part of the Work to the extent specified by the Owner in such notice;
- (b) at the Contractor's sole expense, take all reasonable actions which the Owner

deems necessary or desirable to cure all or any portion of such Default. For this purpose, the Owner may:

- (i) take possession of and use to the extent permitted by law any or all materials, tools, plant, equipment, supplies and/or facilities used or to be used by Contractor for the Work;
- (ii) employ any contractor, architect, engineer, consultant, or other person on terms satisfactory to the Owner to advise and consult, or to furnish services, labor, materials, tools, plant, equipment, supplies, and/or facilities of any kind to complete the Work, to replace or repair any defective Work, or otherwise to cure such Default;
- (iii) repair or replace any other Work or part of the Project, or work of other prime contractors, damaged or removed by reason of Contractor's Default, or the curing and correction thereof;
- (iv) compel the Surety to perform Contractor's obligations under the Contract, upon giving thirty (30) days written notice to the Surety.

13.4 Upon a determination by the Owner that the Contractor is in Default, the Contractor shall be liable to the Owner for all loss, damages and expenses suffered, paid or incurred by the Owner relating to any and all action described in Paragraph 13.3 of this Article. Such loss, damages and expenses arising by reason of the Contractor's Default are referred to as "Default Expenses".

13.5 The Owner shall determine the amount of the Default Expenses from time to time and:

- (a) to the extent the Default Expenses exceed the portion of the Contract Price attributable to Work being performed by others under Paragraph 13.3 of this Article, such excess amount shall be deducted from any unpaid balance of the

Contract Price, and the Contractor shall pay the Owner, upon demand, any amount exceeding the unpaid balance of the Contract Price; and

- (b) upon Final Completion of the Work, but only to the extent the total Default Expenses and total amounts withheld pursuant to this Contract are less than the unpaid balance of the Contract Price, the Owner shall pay the Contractor any balance of the Contract Price still due and unpaid for Work actually performed by the Contractor, without interest, on condition the Contractor has complied with all requirements of Article XV and after audit by the Owner.

13.6 Continuing Liability. The Contractor and the Surety shall remain liable under the Contract and Bond whether or not the Owner terminates Contractor's right to perform all or any part of the Work.

13.7 If the Owner terminates the Contractor's right to perform the Contract and it is determined subsequently for any reason whatsoever that a Default did not occur or that the Contractor had cured such Default in a timely manner, then the Owner's termination of the Contractor's right to perform the Contract shall be deemed to have been an elective termination of the Contract pursuant to Article XIV.

13.8 The rights and remedies of the Owner under this Article are not intended to be exclusive. Each and every right and remedy shall be cumulative and shall be in addition to all other rights and remedies given the Owner under this Contract or available at law or in equity.

#### Article XIV

##### Elective Termination by the Owner

14.1 Notice of Termination. The Owner may terminate the Contractor's right and obligation to perform all or any portion of the Work, at any time and for any reason whatsoever, with or without cause, upon written Notice of Termination to the Contractor. Such Notice of Termination shall specify the effective date of such termination and the extent to which performance of the Work is terminated.

14.2 Payment in the Case of Termination. Following termination, the Owner shall pay the Contractor all unpaid balance due for Contract Work and Extra Work, less amounts retained and withheld, upon the condition that the Contractor has complied fully with all the requirements of Article XV and after audit by the Owner. The Contractor waives any and all claims for damages relating to or arising out of such termination.

14.3 Post-Termination. After the effective date of termination, the Owner may take all action necessary or desirable to complete the Work, including entering into contracts with other contractors, with or without public bidding to the extent allowed by law.

#### Article XV

##### Contractor's Obligations Upon Termination

- 15.1 Upon termination pursuant to Articles XIII or XIV, the Contractor shall promptly:
- a. Stop all Work on the date and to the extent directed by the Owner;
  - b. Take all action necessary to protect the Work and materials, equipment, and other property;
  - c. Deliver to the Engineer upon request copies of all Subcontracts, purchase orders, bills of lading and bills of sale of materials incorporated into the Project, fabricated or delivered;
  - d. Give written notice to the Contractor's sureties and insurers of the termination, with a copy of each such notice to the Owner;
  - e. Terminate all Subcontracts and purchase orders;
  - f. Transfer or assign to the Owner all legal right, title and interest in materials incorporated into the Project, fabricated or delivered and for which payment has been made by the Owner;

- g. Deliver to the Engineer all documents, including without limitation shop drawings, required to be furnished to the Owner pursuant to this Contract.

## Article XVI

### Delay

16.1 Extensions of Time. To the extent that the Contractor is prevented from performing the Work in a timely manner and as represented in the Progress Schedule through no fault of the Contractor and due to causes beyond the Contractor's reasonable control such as acts of God, unforeseeable conditions, utility failures, fire, flood, explosion, Owner delays, or delays caused by other prime contractors, the Contractor shall be entitled to an extension of the scheduled Completion Date equal to the actual time so lost on condition that Contractor complies fully with the provisions of this Article.

16.2 Requests for Extension of Time. As a condition to obtaining an Extension of Time, the Contractor shall give written notice to the Engineer within three (3) days after the commencement of the delay. Such notice shall contain a request for an extension of time and shall also state:

- a. the nature of the delay;
- b. the cause of the delay;
- c. the Work affected by the delay;
- d. the date the delay started;
- e. the effect of the delay on the Progress Schedule; and
- f. the actions taken and proposed by the Contractor to mitigate or lessen the impact of the delay.

16.3 Contractor assumes exclusive responsibility for submitting all the information specified above. The Contractor shall furnish promptly all additional documents or other information relating to the

alleged delay upon request of the Engineer or the Owner.

16.4 The Contractor's failure to give the required notice in a timely and complete manner as required shall constitute a waiver of any right to an Extension of Time.

16.5 The Contractor shall not be entitled to a separate Extension of Time for each of several causes of delay operating concurrently, but only for the actual total period of delay, as determined by the Engineer, irrespective of the different concurrent causes of such delay. If one of several causes of delay operating concurrently results from any fault, inaccuracy, error, act or omission of the Contractor, and would of itself (irrespective of the other concurrent causes) have delayed the Work, the Contractor shall not be entitled to receive any Extension of Time for such delay.

16.6 The Contractor shall receive no extension of time for any delay in the Work which will not result in a delay in the scheduled Completion Date.

16.7 Subject to the foregoing, if the Contractor is entitled to any requested Extension of Time, the Owner shall issue a Change Order specifying the duration of any such permitted extension.

16.8 Contractor's Waiver of Delay Damages. The Contractor acknowledges and agrees that the Owner seeks to promote fiscal stability and protect the integrity of the public bidding process by ascertaining, prior to the award of this Contract, the full cost of the Work in order to assure, to the extent possible, that the lowest responsible bid for this Work reasonably corresponds to what the public will actually pay. The Contractor understands that delays are common to public improvement projects such as this, and that changes in the Contract, Design, Drawings and Specifications may occur and may require extensive and lengthy reviews by various public authorities and may undergo a lengthy approval process. The Contractor is advised, therefore, that this public improvement project is complex and may be subject to delays. Accordingly, the Contractor agrees to make no claim whatsoever against the Owner, its employees, agents or representatives on account of any delay in the performance of the Work or any other obligation of

the Contractor under this Contract, including any delay caused by or resulting from any act or omission of the Owner, its employees, agents and representatives. In appropriate circumstances, as provided herein, the Contractor may be entitled to an Extension of Time in which to complete its performance of the Work. The Contractor nonetheless agrees that, whether or not it is granted an Extension of Time, the Contractor waives any and all right to claim damages for delay, and represents that it has taken into consideration the risk of loss and damage from delay in preparing and submitting its bid, and assumes all risk of loss therefrom.

16.9 Discretionary Allowance of Escalation Costs. Notwithstanding any provision in this Article, the Owner may, in its sole and absolute discretion, issue the Contractor a Change Order for Extra Payment to reimburse the Contractor for escalation in labor rates and material prices incurred by the Contractor by reason of an Excusable Delay, on condition that the Contractor shall have complied fully with the requirements and conditions for obtaining an Extension of Time and shall have furnished to the Engineer and to the Engineer's satisfaction proof of such escalation costs. The Contractor shall in no event be entitled to reimbursement for increased costs due to overhead, labor inefficiency or to any profit on the amount of such increased costs. The granting of any such Change Order shall not be deemed a waiver of any of the Owner's rights under this Contract or of any condition to be fulfilled by the Contractor.

## Article XVII

### Substantial Completion

17.1 The Contractor shall have achieved Substantial Completion of its Work when all of the conditions set forth in this Article have been met to the satisfaction of the Owner and Engineer.

17.2 Statement of Substantial Completion. The Contractor shall submit to the Engineer a signed, notarized Statement of Substantial Completion in which the Contractor certifies that:

- a. all Work and Extra Work, excepting the items on the Final Punch List and any close-out requirements, are complete and in all respects in compliance with the

Contract;

- b. all equipment and machinery, if any, furnished by the Contractor are operational and in good working order;
- c. all utilities specified or required under the Contract are connected and functioning properly;
- d. The Contractor shall achieve Final Completion, including completion of all Final Punch List items and close-out requirements, on or before a date certain ("Final Completion Date").

17.3 Statement of Claim. Simultaneously with its Statement of Substantial Completion, the Contractor shall submit to the Engineer a signed, notarized Statement of Claim setting forth in detail all claims asserted by the Contractor against the Owner, if any, relating to Work or Extra Work performed to the date of the Statement of Claim. Such Statement of Claim shall identify separately each such item of Work and Extra Work for which a claim is made; the dollar amount claimed and quantity of material supplied if applicable; and the date each such item of Work or Extra Work was completed or furnished. In the case of Extra Work, the Contractor shall state whether the Extra Work was authorized by the Engineer in writing and shall attach a copy of such authorization or applicable Change Order, as well as all Time and Material Statements if applicable. The Statement of Claim shall also identify all claims asserted by the Contractor on behalf of its Subcontractors and Material men.

17.4 Drawings. The Contractor shall submit, prior to or simultaneously with its Statement of Substantial Completion, a set of as-built (or record) drawings and all manufacturers' warranties and guarantees as required under the Contract Documents (unless the Contract Documents allow the Contractor to submit such drawings, warranties and guarantees prior to Final Completion).

17.5 Temporary Certificate of Occupancy. If a Certificate of Occupancy is required for

occupation of the Project, a temporary Certificate of Occupancy has been issued covering the whole of the Project.

17.6 Request for Final Punch List. Prior to submittal of its Statement of Substantial Completion, the Contractor shall request the Engineer in writing to prepare the Final Punch List setting forth those deficiencies which remain to be corrected or supplied. The Engineer shall prepare and furnish to the Contractor such Final Punch List. The Engineer may furnish the Final Punch List to the Contractor prior to the Contractor's request therefor.

17.7 Rejection and Approval. Upon receipt of the Contractor's Statement of Substantial Completion, the Engineer shall verify whether the Contractor has met all the conditions of Substantial Completion, and whether, in the Engineer's opinion, the Statement and information therein are correct and accurate. The Engineer may accept or reject such Statement as submitted in whole or in part and shall so notify the Contractor. In the case of rejection, the Engineer may direct the Contractor to correct or remedy deficiencies or errors and the Contractor shall promptly comply and submit one or more revised Statements as required by the Engineer. Upon approval of the Statement of Substantial Completion and verification that the Contractor has met all required conditions, the Engineer shall deliver to the Owner with a copy to the Contractor its certification that the Contractor has achieved Substantial Completion. The Engineer's acceptance and certification are for fiscal and record keeping purposes and shall not in any way constitute a waiver of any right of the Owner to assert any claims for loss, damage, reimbursement or indemnification against the Contractor, Engineer or any other party.

17.8 Substantial Completion Requisition. Following receipt of the Engineer's Certification of Substantial Completion, the Contractor may submit to the Engineer a Substantial Completion Requisition for the remaining balance of the Contract Price less amounts to be retained pursuant to this Contract. After receipt of a proper Substantial Completion Requisition satisfactory to the Engineer, the Engineer will

prepare and certify, and the Owner will approve, a voucher for payment of the unpaid balance, less two times the value as determined by the Engineer of all remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged, and any amounts withheld under Article XX. The voucher will be filed with Orange County Community College, with a copy available to the Contractor upon request. The Owner will pay the Contractor the amount specified in the voucher after the filing of such voucher in the Orange County Community College office.

17.9 Waiver and Release. The Contractor's acceptance of payment hereunder shall be construed as a complete, unconditional and general release of the Owner by the Contractor, and all persons claiming by, through or under the Contractor with respect to all claims for loss or damages relating to, or arising out of, this Contract or the Work, except for:

- a. unresolved claims set forth in the Statement of Claim pursuant to Paragraph 17.3 of this Article submitted by the Contractor and any claim arising out of or relating to Work performed by the Contractor after the Contractor's submittal of such Statement; and
- b. The Contractor's claims against the Owner for any amount then withheld pursuant to this Article. Nothing herein shall be construed as a right to revive any claims waived by the Contractor under other provisions of the Contract.

17.10 Owner's Discretion. Notwithstanding any of the above provisions, the Owner has the discretion to waive any of the above conditions upon which the Contractor's entitlement to Substantial Completion or payment therefor is based.

#### Article XVIII

##### Early or Partial Acceptance

18.1 Owner's Right to Early Occupation. At any time, whether before or after Substantial Completion, the Owner shall have the right to enter and occupy the Project Site, including any area in which the Work is being performed, for any reason whatsoever, including use and occupancy, any emergency, or the installation of any equipment, fixtures, or other property of any kind. Any occupancy by the Owner hereunder shall not constitute the Owner's acceptance of the Work, or Substantial Completion or Final Completion, and shall not otherwise relieve the Contractor of any responsibility under the Contract except as otherwise specified in this Article.

18.2 Partial Acceptance. At any time prior to Substantial Completion of all the Work, the Owner may elect, in the Owner's judgment, to certify any portion or phase of the Work as substantially complete. The Owner shall exercise such election by written Certificate of Partial Acceptance to the Contractor which:

- a. describes the portion accepted;
- b. states the portion of the Contract Price and the amount of retainage (if any) allocable to the portion accepted; and
- c. includes a Final Punch List for the accepted portion.

18.3 Partial Substantial Completion. Within thirty (30) days of delivery of the Owner's Certificate of Partial Acceptance, the Contractor may submit a Statement of Claim in conformity with Paragraph 17.3 and a Requisition for Substantial Completion as to the portion accepted in conformity with Paragraph 17.8. The terms and conditions set forth in Paragraphs 17.3, 17.4, 17.8, 17.9 and 17.10 shall apply with the same force and effect with respect to any Certification of Partial Acceptance, Statement of Claim and requisition for Substantial Completion thereunder.

18.4 The Owner's Certification of Partial Acceptance shall constitute, with respect to the portion in question, Substantial Completion for all purposes of the Contract except that, if the Owner commences

beneficial use and occupancy (and not mere testing) of the portion accepted before Final Completion, the Guarantee Period specified in Article XX shall commence, with respect to the portion accepted, on the date when the Owner commences such beneficial use and occupancy.

## Article XIX

### Final Completion

19.1 The Contractor shall have achieved Final Completion of its Work when all of the conditions set forth in this Article have been met to the satisfaction of the Owner and Engineer.

19.2 Statement of Final Completion. The Contractor shall submit to the Engineer a signed, notarized Statement of Final Completion in which the Contractor certifies that:

- a. all Work and Extra Work, including all the items on the Final Punch List and any close-out requirements, are complete and in all respects in compliance with the Contract;
- b. all equipment and machinery, if any, furnished by the Contractor are operational and in good working order;
- c. all utilities specified or required under the Contract are connected and functioning properly.

19.3 Statement of Claim. Simultaneously with its Statement of Final Completion, the Contractor shall submit to the Engineer a signed, notarized Statement of Claim setting forth in detail all claims asserted by the Contractor against the Owner, if any, relating to Work or Extra Work performed to the date of the Statement of Claim. Such Statement of Claim shall identify separately each item of Work and Extra Work for which a claim is made; the dollar amount claimed and quantity of material supplied if applicable; and the date such item of Work or Extra Work was completed or furnished. In the case of Extra

Work, the Contractor shall state whether the Extra Work was authorized by the Engineer in writing and shall attach a copy of such authorization or applicable Change Order, as well as all Time and Material Statements if applicable. The Statement of Claim shall also identify all claims asserted by the Contractor on behalf of its Subcontractors and Material men.

19.4 Drawings. The Contractor shall submit, prior to or simultaneously with its Statement of Final Completion, a set of as-built (or record) drawings and all manufacturers' warranties and guarantees as required under the Contract Documents.

19.5 Certification of Final Completion. Upon receipt of the Contractor's Statement of Final Completion, the Engineer shall verify whether the Contractor has met all the conditions of Final Completion and whether the Statement and information therein are correct and accurate. The Engineer may approve such Statement as submitted in whole or in part and shall so notify the Contractor. In the case of rejection, the Engineer may direct the Contractor to correct or remedy deficiencies or errors and the Contractor shall promptly comply and submit one or more revised Statements as required by the Engineer. Upon approval of the Statement of Final Completion and verification that the Contractor has met all required conditions, the Engineer shall deliver to the Owner with a copy to the Contractor its certification that the Contractor has achieved Final Completion. The Engineer's approval and certification are for fiscal and record keeping purposes and shall not in any way constitute a waiver of any right of the Owner to assert any claim for loss, damage, reimbursement or indemnification against the Contractor, Engineer or any other party.

19.6 Certificate of Occupancy. As a further condition to Final Completion, all governmental authorities having jurisdiction over the Project shall have inspected the Work and the Project and unconditionally authorized occupancy of the entire Project, and shall have issued all required permanent Certificates of Occupancy and all other permits, licenses, or certificates required for occupancy and the intended use.

19.7 Final Payment. The Contractor shall submit a Requisition for Final Payment simultaneously with its Statement of Final Completion. After receipt of a proper Requisition for Final Payment satisfactory to the Engineer, the Engineer will prepare and certify, and the Owner will approve, a voucher for payment, less all amounts necessary as determined by the Engineer to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged, and all amounts withheld under Article XX. The voucher will be filed with Orange County Community College, with a copy available to the Contractor upon request. The Owner will pay the Contractor the amount specified in the voucher after the filing of such voucher in the Orange County Community College office. Such Final Payment shall constitute Final Acceptance of the Work.

19.9 Waiver and Release. The Contractor's acceptance of Final Payment (or the Contractor's failure to submit a Requisition for Final Payment and Statement of Claim as required in this Article within ninety (90) days after issuance of written notice to the Contractor of the Owner's determination that Final Completion has occurred) shall be construed as the Contractor's complete, unconditional and general release of the Owner by the Contractor (and all persons claiming by, through and/or under the Contractor) relating to all claims for loss and damage relating to, or arising out of, this Contract or the Work, except for:

- a. unresolved claims set forth in the Contractor's Statements of Claim;
- b. the Contractor's claim for amounts still withheld. Nothing herein shall be construed as a right to revive any claim previously waived by the Contractor under other provisions of the Contract.

19.10 Owner's Discretion. Notwithstanding any of the above provisions, the Owner has the discretion to waive any of the above conditions upon which the Contractor's entitlement to Final Completion or payment therefor is based.

## Article XX

Correction of Work, Guarantee, and Maintenance Bond

20.1 The Contractor guarantees unconditionally to complete, repair, replace, restore, rebuild and correct promptly all Work which is incorrect, defective, omitted, or does not otherwise comply with the Contract, of which the Engineer or the Owner gives the Contractor written notice at any time during the Guarantee Period. "Guarantee Period" means the period beginning on the commencement date set forth in the Notice to Proceed and continuing:

- (a) through and until two (2) years after Final Completion; and
- (b) with respect to any Work repaired, replaced, restored or rebuilt by Contractor after Final Completion, through and until two (2) years after the completion of the applicable corrective action.

20.2 If the Contractor fails to commence required corrective action hereunder within three (3) days after written notice from the Engineer, or if the Contractor does not thereafter perform diligently and complete its corrective work, the Owner may undertake the necessary corrective work itself; and the Contractor shall bear all costs of such corrective work; or, at the Owner's election, the Owner may require the Surety to take corrective action under the Performance Bond, or Maintenance Bond where applicable.

20.3 The costs of corrective work referred to herein shall include the following:

- (a) all amounts paid by the Owner to any Contractor, consultant, or other person engaged by the Owner to advise, consult, or furnish labor, materials, services or equipment of any kind necessary (in the Owner's judgment) to perform the corrective Work;
- (b) all costs of correcting, repairing or replacing any other Work or part of the Project, or work of any other prime contractor, damaged, removed, or uncovered by reason of the Contractor's defective or omitted Work;

- (c) all costs of removing rejected Work from the Site; and
- (d) all loss, expenses and damages which the Owner incurs in connection with the foregoing.

20.4 The Owner or the Engineer may elect, by Change Order, to accept defective or non-conforming Work and charge the Contractor for the amount by which the value of the Work has been reduced, as determined by the Engineer.

20.5 The Guarantee Period specified herein establishes only the Contractor's specific obligation to correct the Work and shall not be construed to establish a period of limitation with respect to any other obligations or liabilities of Contractor under the Contract. This Article XX is intended to supplement and not to limit the Contractor's obligations under other provisions of the Contract.

20.6 Any amounts for which the Contractor is responsible hereunder shall be deducted from the unpaid balance of the Contract Price and the Contractor shall pay to the Owner upon demand any amount owing hereunder which exceeds the unpaid balance of the Contract Price.

20.7 The Contractor shall secure from the manufacturers of all equipment and materials required under the Contract such manufacturers' standard warranties and guarantees (or such other warranties and guarantees as the Specifications may require) in the name of the Owner and shall deliver the same to the Engineer.

20.8 To the extent that the Contractor has performed the Contractor's obligations under this Article, the Owner shall so certify after the expiration of the Guarantee Period.

## Article XXI

### Books and Records and Right of Audit

21.1 All payments whatsoever by the Owner to the Contractor with respect to the Contract, and

all Work of the Contractor and all Subcontractors, shall be subject to audit by the Owner at any time, whether before or after Final Completion.

21.2. The Contractor and all Subcontractors shall, upon written notice from the Owner, produce for examination and copying at the Contractor's, or the applicable Subcontractor's, office, by representatives of the Owner, any and all books and records as specified in Paragraph 21.3. Moreover, the Contractor, every Subcontractor, and their employees shall submit to examination under oath by any person designated by the Owner to investigate claims against the Owner, possible overpayments to the Contractor, or any other matters with respect to this Contract.

21.3 In this Contract, "Books and Records" means any and all books of account, bills, vouchers, invoices, payrolls, payroll reports, cost estimates and bid computations and analyses, pre-bidding worksheets, take-offs, and quotations from prospective Subcontractors, Subcontracts, purchase orders, time books, logs, daily job diaries and reports, periodic cost analyses kept during the course of the Work, bank deposit books, bank statements, check books, canceled checks, correspondence, and all other documents showing acts and transactions or relating to or arising out of the Work, this Contract, or any Subcontract.

21.4 The Contractor shall keep and maintain all books and records for at least six (6) years after Final Completion.

21.5 If the Contractor and its Subcontractors do not comply with Paragraphs 21.2 and 21.4 of this Article, the Owner shall be released from all claims arising under or relating to this Contract, except for sums certified by the Owner to be due under the Contract. No person has power to waive any provision of this Article; and in any legal proceeding against the Owner to recover any sum in excess of the sums certified by the Owner to be due under this Contract, the Contractor must allege in the Contractor's complaint, and prove at trial, the Contractor's compliance with this Article.

21.6 In addition to the foregoing, after commencement of any legal proceeding by the

Contractor arising under or by reason of this Contract, the Owner shall have the right upon written notice from the Owner's attorneys to require the Contractor under oath to produce all or any books and records for examination and to cause any officers, principals and employees of the Contractor to be examined under oath by the Owner's attorneys. The Contractor agrees that service of a subpoena for any such purpose shall be effective by mailing to the Contractor or any of its officers or principals by certified mail, return receipt requested to the address specified in this Contract therefor, or if such address ceases to be valid, to the party's last known address.

## Article XXII

### Liquidated Damages

22.1 If the Contractor fails to complete the Work on or before the scheduled Completion Date (as may be extended in accordance with Article XVI), the Contractor shall owe the Owner the amount specified in the Information for Bidders for each and every calendar day beyond such scheduled Completion Date until the occurrence of Substantial Completion to compensate the Owner for the delay suffered in obtaining beneficial use of the Work. The Contractor agrees that the Owner's actual damages for delay in obtaining beneficial use of the Work would be difficult or impossible to ascertain and that such amount constitutes a fair and reasonable amount of damages for the Owner's loss of beneficial use.

22.2 The Owner shall deduct any amounts owing to the Owner under this Article from any unpaid balance of the Contract Price, and the Contractor shall pay to the Owner, upon demand, any amount for liquidated damages, which exceeds the unpaid balance of the Contract Price.

22.3 This Article is intended to supplement (and not to restrict) all other rights and remedies of the Owner under the Contract. This Article is not intended, and shall not be construed, to limit the Owner's right to claim actual damages.

Article XXIII

Legal Proceedings by the Contractor

23.1 Limitation Period. The Contractor agrees that it must commence any and all legal proceedings of whatever nature against the Owner, Engineer, or their representatives, agents, officers and employees, no later than one calendar year following:

- a. Substantial Completion, with respect to claims arising out of or relating to Work or Extra Work performed, or events occurring, prior to Substantial Completion;
- b. Final Completion, with respect to claims arising out of or relating to Work or Extra Work performed, or events occurring, prior to Final Completion;
- c. Termination pursuant to Articles XIII and XIV.

23.2 Attorney's Fees and Legal Costs and Expenses. In the event that the Contractor commences any legal proceeding against the Owner seeking money damages arising out of or relating to the Work, the Contract or the Project, and the Owner thereafter makes a written offer of payment to the Contractor to settle such legal proceeding, and the Contractor does not accept in writing the Owner's offer of payment within thirty (30) calendar days of receipt thereof (unless otherwise extended in writing by mutual consent) and continues to prosecute the legal proceeding to a judgment or final determination, then the Contractor shall pay the full amount of the Owner's reasonable attorney's fees, legal costs and expenses if the Contractor recovers a judgment or final determination against the Owner for an amount (exclusive of interest) less than the amount offered by the Owner to settle. Furthermore, the Contractor shall pay the full amount of the Owner's reasonable attorney's fees, legal costs and expenses, whether or not the Owner made any written offer of settlement, if the Owner obtains a judgment or final determination dismissing the legal proceeding.

Article XXIV

Insurance

24.1 Required Insurance. "Required Insurance" means each and every insurance coverage and policy specified in this Article. Unless the Owner specifies otherwise, the Contractor, at its sole cost and expense, shall obtain and maintain in full force and effect all Required Insurance from the Contract Date through Final Completion and otherwise during any period when the Contractor or any Subcontractor is performing any work. The minimum periods and the minimum limits of coverage are not intended, and shall not be construed, to limit any liability or obligation of indemnity of the Contractor under this Contract. If Contractor fails to pay any premium for Required Insurance, or if any insurer cancels or modifies any Required Insurance without the Owner's consent, the Owner at its discretion may pay such premium or procure similar insurance coverage from the same or another insurer, and the Owner may deduct the entire cost or any part thereof from the Contract Price, or the Contractor shall pay the entire cost of any part thereof upon demand. The Contractor shall not perform Work, or allow any of Contractor's or Subcontractor's employees on the Site, during any period when any policy of Required Insurance is not in effect.

24.2 Workers' Compensation. The Contractor shall take out and maintain during the life of the Contract Workers' Compensation Insurance in conformity with the provisions of the Workers' Compensation Law of the State of New York, for all Contractor's employees engaged in work under this Contract, and in case any such work is sublet, the Contractor shall require all subcontractors engaged in work under this Contract to provide similar statutory Workers' Compensation and Employer's Liability Insurance. This Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation and disability benefits coverage for employees in compliance with the provisions of the Workers' Compensation Law.

24.3 Commercial General Liability. The Contractor shall furnish a Contractor's Commercial General Liability Policy in the name of and for the benefit of the Owner, protecting the Owner, its agents

and employees, its officers, agents and employees from any and all claims, liability for personal injury (including death) and property damage to anyone arising out of the operations of the Contractor and all Subcontractors under this Contract. Blasting shall also be covered under said policy. The limits for this coverage, as to personal injury as well as to property damage, shall be in an amount no less than \$1,000,000 for each person and \$3,000,000 for each occurrence. The Contractor shall also furnish a Commercial General Liability policy for damage coverage in its own name identical to that provided for the Owner, protecting it from the operations of its Subcontractors under this Contract in an amount no less than \$1,000,000 for each person and \$3,000,000 for each occurrence.

24.4 Commercial Automobile Liability and Physical Damage. The Contractor shall furnish Bodily Injury Liability and Property Damage Liability insurance covering all automotive equipment used by it on this Contract with a limit of no less than \$1,000,000 combined single limit for Bodily Injury and Property Damage.

24.5 Builder's Risk. The Contractor shall carry Builder's Risk (fire and extended coverage) Insurance upon all work in place and/or materials stored at the construction site, including foundations and building at the construction site, and including building equipment. The insurance shall be for the benefit of the Contractor and the Owner as an additional insured, and each shall be named in the policy, or policies, as an insured. The policy shall furnish coverage at all times for the full replacement cost value of all completed construction, as well as materials in place and/or stored at the site, whether or not partial payment has been made by the Owner.

24.6 Proof of Coverage. Insurance certificates indicating proof of coverage of the required insurance shall be furnished in the name of the Owner and for all of the insurance required under this Contract, and certificates and the policies shall provide that the certificates and the policies cannot be changed or cancelled until 30 days written notice has been given to the Owner.

The insurance required shall be maintained in full force and effect during the performance of the Work. Two (2) copies each of these insurance certificates shall be furnished to the Owner by the Contractor at least ten (10) days prior to the commencement of any Work under this Contract. The original and one copy of the Owner's Commercial General Liability Insurance Policy shall be delivered to the Owner. All policies shall contain an endorsement to the effect that the Owner shall not be responsible for payment of any premium.

#### ARTICLE XXV

##### Labor Law Requirements

25.1 Labor Law, Article 8. The Contractor shall comply with Article 8 of the Labor Law of the State of New York, the terms of which are referred to and incorporated as though set forth fully herein.

25.2 No laborer, worker or mechanic in the employ of the Contractor, Subcontractor, or other person performing the Work or any part thereof shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property.

25.3 Prevailing Wage Rates. Each laborer, worker and mechanic employed by the Contractor and its Subcontractors or other persons performing the Work or any part thereof shall be paid prevailing wages in accordance with Article 8 of the Labor Law. Each employee and person engaged in Work on this project, in the grade, or occupation listed on the Prevailing Wage Rate Schedule (Appendix A hereto), shall be paid not less than the wage rate so listed for that trade or occupation.

25.4 In the event it becomes necessary for the Contractor or any Subcontractor to employ on the project under this Contract any person in a trade or occupation (except executive, supervisory, administrative, clerical or other non-manual workers) for which no minimum wage rate is herein specified, the Contractor shall immediately notify the Owner, who will promptly thereafter furnish the Contractor with the minimum rate. The minimum rate thus furnished shall be applicable as a minimum for such trade or

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

occupation from the time of the initial employment of the person affected and during the continuance of such employment.

## ARTICLE XVI

### Miscellaneous

26.1 Patented and Copyrighted Material. The Contract Drawings, the Specifications, and all other documents forming part of the Contract and all drawings and shop drawings issued by the Owner or the Contractor in connection with this Contract or the Work shall be and shall remain the property of the Owner, whether or not the Owner completes the Project or terminates the Work or the Contract. The Owner shall own all patents and copyrights to all such material, including without limitation plans, drawings, designs, specifications, shop drawings, samples, studies, and surveys prepared by the Contractor, any Subcontractor, or the Owner relating to the performance of the Work, whether prior or subsequent to the Contract Date.

26.2 Notices. All notices, requests and demands required under this Contract shall be sent by hand or by certified mail, return receipt requested unless otherwise specified in this Contract, and shall be addressed to the Contractor or the Owner at their respective addresses as set forth in this Contract and to the Engineer as set forth in the Invitation to Bid. The Contractor shall promptly notify the Owner of all address changes.

26.3 Applicable Laws, Jurisdiction and Venue. This Contract shall be governed and construed under the laws of the State of New York. The parties consent to the jurisdiction of the Courts of the State of New York to resolve all disputes and claims arising out of or relating to this Contract. The parties agree that the venue of any and all litigation arising hereunder shall be in the County of Orange, New York.

26.4 Merger. This Contract embodies the entire agreement of the parties and supersedes all prior and contemporaneous representations, agreements and understandings relating to the subject matter

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

hereof, and any and all such prior and contemporaneous representations, agreements or understandings are deemed to be merged herein.

26.5 The Contractor agrees and represents that the Contractor shall make no claim and shall bring no action against any official or employee in his or her individual, personal capacity for any act, omission or statement made or done relating to or arising out of this Contract.

26.6 General Municipal Law § 109. The Contractor shall not assign, transfer or convey this Contract or any of its right, title or interest herein without the express prior consent in writing of the Owner.

26.7 A finding, ruling or determination that one or more of the provisions, terms or conditions in this Contract may be illegal or void shall not affect the validity of the remaining provisions, terms and conditions, which shall be severable and which shall be given their full force and effect.

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

IN WITNESS WHEREOF, Orange County Community College has caused this agreement to be signed by  
Paul Martland, VP of Administration & Finance, pursuant to a resolution of authorization by said Orange  
County Community College on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and the  
Contractor has hereunto set his hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

Title of Signatory: \_\_\_\_\_

Witness: \_\_\_\_\_

Contractor:

By:

X \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

Witness: \_\_\_\_\_

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

STATE OF NEW YORK       )  
                                  )       SS:  
COUNTY OF ORANGE       )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me the subscriber personally  
appeared, to me known, and who, being by me duly sworn, did depose and say that he resides in  
\_\_\_\_\_, and that he is the Supervisor of the Board of said \_\_\_\_\_;  
that he knows the seal of said \_\_\_\_\_ and that the seal affixed to the foregoing  
instrument is such seal; that the same was affixed thereto by the order of the Board of said  
\_\_\_\_\_, and he signed his name hereto by like order.

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

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF NEW YORK       )  
                                      )       SS:  
COUNTY OF ORANGE       )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me personally came and appeared  
\_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he resides at  
\_\_\_\_\_, that he is the \_\_\_\_\_ of the corporation described in and which  
executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions  
affixed to said instrument is an impression of such seal; that it was affixed by order of the Directors of said  
corporation; and that he signed his name thereto by like order.

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

(CORPORATION SEAL)

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

STATE OF NEW YORK       )  
                                      )  
COUNTY OF ORANGE       )       SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me personally came and appeared \_\_\_\_\_  
\_\_\_\_\_ to me known to be one of the members of the firm of \_\_\_\_\_ described in and  
who executed the foregoing instrument; and he duly acknowledged to me that he executed the same as and  
for the act and deed of said firm.

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

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF NEW YORK       )  
                                      )  
COUNTY OF ORANGE     )       SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me personally came and appeared  
\_\_\_\_\_ to me known to be the person described in and who executed  
the foregoing instrument; and he duly acknowledged to me that he executed the same.

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

## SECTION 01 1000 - SPECIAL CONDITIONS

### 1. GENERAL

The proposal consists of all labor, tools, materials and equipment required for the proposed work as outlined on the plans and in the specifications.

### 2. CONTRACTOR'S RESPONSIBILITY

The Contractor shall provide a competent person responsible for installation of the cooling system in accordance with plans and specifications. The competent person shall be familiar with N.Y.S. Labor Dept. and OSHA Standards for worker safety and safe site conditions.

Contractor's Use of Premises: Contractor will have **limited** use of **building** during construction, as it shall be partially occupied by Administrative Personnel. Staging of work must be done in coordination with building owner for occupant convenience. Contractor's use of premises is limited by Owner's right to perform work or employ other contractors on portions of project.

1. Owner will occupy premises during construction. Perform construction **only during** normal working hours (8 AM to 5 PM Monday thru Friday, other than holidays), unless otherwise agreed to in advance by Owner. Clean up work areas and return to a useable condition at the end of each work period.

### 3. OSHA REQUIREMENTS

All work is subject to OSHA Requirements.

1. Work to include replacement of items shown on plans.
4. This project includes the replacement of Chiller #1 (CH-1).
5. Work to commence on notice of award and to be completed within an amount of time agreed upon by the Owner, after Equipment Arrival.
6. Contractor shall coordinate scheduled work around summer class schedule.
7. Work outside of normal work day and work week is allowed at no additional cost to Owner; must be coordinated with Orange County Community College Capital Projects Coordinator and Security must be advised.
8. All workers to be registered with Orange County Community College and all vehicles on campus are to be registered with Orange County Community College. Contractor's Superintendent required at all times. Contractor to give contact information on Superintendent and also supply emergency numbers. All employees to be registered with OCCC. Additionally, contractor shall contact security for daily access and advise security to take the building offline. Contractor shall also notify security when they leave.

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

9. Work is to commence within 10 days of Notice to Proceed unless otherwise advised by the college and be manned continuously.
10. All 3rd party inspections, cooling equipment, electric, etc. to be paid by contractor.
11. The contractor shall supply all labor, material and equipment for a complete and thorough job, even if certain items are inadvertently omitted.
12. Project will have a pre-construction meeting and bi-weekly progress meetings.
13. As-built drawings required from contractors as well as O & M manuals and company instruction for employees.
14. Work area to remain passable at all times for College employees to be able to complete their work.
15. Work area to be cleaned daily by end of day.
16. Work area to be secured daily upon completion of work for that day, once the doors to the mechanical room are removed.
17. The COVID19 compliance form needs to be read thoroughly, signed and returned. Masks are required at ALL TIMES, while inside a SUNY building. The SUNY guidelines will be strictly enforced and violators will be asked to leave the campus and will not be able to return. This is a zero-tolerance policy.

**GENERAL NOTES:**

1. Drawings on these plans are diagrammatic. The general contractor is the only prime contractor; mention of other trades or contractors refer to his subcontractors. This contractor shall be responsible for coordinating all HVAC and Electrical work with other trades and the building structure. No extra payments will be authorized for rerouting or removal of installed work due to lack of coordination with other systems.
2. All work shall be the responsibility of the General Contractor and /or his subcontractors. Any reference to Electrical Contractor, Plumbing Contractor, HVAC Contractor or other trade specific contractor shall be understood to come under Requirements of the General Contractor.
3. Contractor will not make new penetrations through plaster walls, ceilings or floors.
4. Provide shut-off valves at all piping branch take-offs and at all connections to equipment. Shut-off valves to be ball-valve type.
5. Provide drains with hose adapters and caps on piping at all low points. Provide manual vents on piping at all high points.
6. Coordination of electrical characteristics and requirements of all mechanical equipment is the responsibility of the Contractor.
7. All motor starters shall be furnished by the HVAC contractor and installed by the Contractor.

8. All required control equipment and wiring shall be furnished and installed by the HVAC contractor.
9. The terms "provide" or "furnish", as used on the plans, indicate that the contractor is to furnish and install the referenced equipment or systems in their entirety as required for a complete and operable system.
10. Contractor shall provide and install all components indicated on detail sheets, plans, specifications and all pertinent equipment required for a complete and workable system.
11. Contract close-out: In the presence of the Owner or Engineer, demonstrate operation of systems and that all specifications have been met to the satisfaction of all parties.
12. All areas disturbed during construction shall be restored to original condition. Any grassed or landscaped areas and any pavement disturbed shall be restored to original condition with approved material. Approved topsoil shall be provided in grassed areas and properly graded. Seeding by Owner.
13. It is the intent and purpose of these specifications and drawings to include and provide for all materials, appliances and labor to properly complete and leave in perfect working condition the entire system hereinafter specified. Any material, labor or appliance not specifically mentioned in these specifications or shown on the drawings, but necessary for a complete installation, must be furnished by this contractor.

**MECHANICAL DEMOLITION NOTES:**

1. Remove all equipment as indicated on plan. Removals shall include all housekeeping pads, dampers, valves, fittings, and any other associated accessories which pertain to the equipment to be removed. Supports and hangers to remain for reuse where possible.
2. Removal of all power connections to demolition items shall be by the electrical contractor.
3. Any discrepancies between the demolition plans and actual field conditions shall be brought to the attention of the Engineer. Any demolition work which may be questionable due to unforeseen field conditions shall not be removed until reviewed by the Engineer or Building Facilities Manager.
4. Demolition work shall include the preparation of existing equipment for connection to new equipment.
5. All equipment removals shall become the property of this contractor. This contractor shall be responsible for the proper removal and disposal of demolition items off-site unless otherwise noted.
6. The plans are intended to convey the extent and scope of the demolition work. Every item intended for removal may not be shown. The contractor is advised to survey the project site before submitting a bid for demolition work.

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

7. It is the responsibility of the mechanical contractor for the draining, filling and chemical water treatment, per boiler manufacturer's requirements.
8. Contractor to protect walls and floors from being damaged during demo and disposal of demo material. Any damaged is to be replaced.

**CONTROLS WIRING AND INSTALLATION NOTES:**

1. Low-voltage control relays are required for any motor control circuit above 24V.
2. All existing low-voltage wiring to be reused. Extensions of this wire will be provided by General Contractor.
3. Unit controls shall be provided by the college's controls contractor and paid for by the college. This contractor shall be responsible for coordination with the controls contractor for installation.
4. No new penetrations are to be made for low-voltage wiring.

**ADDITIONAL GENERAL NOTES:**

1. All conduits are shown diagrammatically, exact runs shall be determined in field except where specifically dimensioned on conduit layouts. Contractor shall follow minimum spacing requirements to reduce electromagnetic interference. Coordinate conduit routing with all other trades.
2. All exposed circuits shall be run parallel to building walls and beams except where otherwise shown. Contractor shall install conduit in such a manner to avoid all interferences.
3. Deflection/expansion fittings shall be provided where rigid metal conduits cross structural expansion joints.
4. Exposed conduit shall be supported on walls or ceilings by approved hangers of angle or channel construction. Conduits shall be supported at least every eight (8') feet.
5. No conduit shall be smaller than 3/4" unless noted otherwise on plans.
6. Exact conduit stub-up locations are to be determined by the electrical contractor based on certified manufacturer's drawings of the respective equipment. Conduit shall be installed to agree with the equipment furnished.
7. Conduits passing through building floors or walls below grade are to be installed with watertight through wall conduit seal fittings.
8. Equipment furnished by others shall be installed and energized by the HVAC contractor.
9. The HVAC contractor shall not endanger the stability of the structure or any part thereof by cutting, drilling or otherwise, and shall not in any way cut or alter the work of any other

- contractor, except with the written consent of and under the direction of the architect and/or general contractor.
10. The electrical contractor shall secure all approvals and certificates and pay all fees for all the work installed. Certificates shall be delivered to the General Contractor before final payment will be made.
  11. All work shall be done in accordance with the latest applicable version of the NEC as well as all State and local codes.
  12. The drawings indicate and the specifications describe the general arrangements and location of outlet boxes, etc. The contractor shall, without extra cost to the owner, make all reasonable modifications in the work as may be required to prevent conflict with existing conditions, the work of other trades and for the proper installation of the work.
  13. Prior to submission of the bid proposal, the college will allow for one site walk-through to allow all contractors interested in bidding to visit the site and examine carefully the existing conditions and the difficulties that will be incurred during the performance of this work. This site walk-through has been planned by the Owner to take place on Thursday, September 9th, 2021 at 8:30 A.M. All are strongly encouraged to attend in order to:
    - A. Verify and coordinate piping and conduit routing.
    - B. Verify and coordinate scope of demolition work.
    - C. Verify and coordinate scope of work involving connections to existing base building systems.
    - D. Verify with general contractor scope of work associated with rigging of equipment to be pre-purchased.
  14. Claims for additional compensation arising due to failure of the contractor to fully understand the site conditions shall not be paid for any other party.
  15. Connections to existing work:
    - A. Install new work and connect to existing work with minimal interference to existing facilities.
    - B. Temporary shut-downs of existing services:
      1. At no addition charges.
      2. At times not to interfere with normal operation of existing services.
      3. Only with written consent of the general contractor and/or building owner's representative.
    - C. Alarm and emergency systems: Not to be determined.
    - D. Maintain continuous operation of existing facilities as required with necessary temporary connections between new and existing work.
    - E. Connect new work to existing work in neat and acceptable manner. Restore existing disturbed work to original condition, including maintenance of wiring continuity as required.
  16. Leave wire sufficiently long to permit making final connections. Conduit over ten (10') feet in which wiring is not installed – furnish pull string.
  17. Do not pull thermoplastic wires at temperatures lower than 32 degrees F (0 Deg C). Provide cable supports for wire in riser conduits as required by code.

18. Verify locations of outlets and equipment in furnished rooms with architectural drawings of interior details and finish. In centering outlets and locating boxes and outlets, allow for overheating pipes, ducts and mechanical equipment, variations in fireproofing and plastering, window and door trim, paneling, hung ceiling, etc., and correct any inaccuracy resulting from failure to do so without the expense to owner.
19. Junction and Pull Boxes: Do not locate exposed in finished spaces unless required by NEC. Where necessary, re-route or make other arrangements for concealment. Provide pull boxes as indicated and wherever necessary to facilitate pulling of wire and coordinate locations with other trades. Covers of conduits, install pull boxes every 100 feet and as indicated. Coordinate locations with other trades. (No junction boxes to be mounted on plaster).
20. Support junction and pull boxes independently to building structure with no weight bearing on conduit.
21. All access door locations of other trades equipment, see respective trade drawings.
22. For each location of other trades equipment, see respective trade drawings.
23. Contractor shall provide and install all components indicated on detail sheets, plans, specifications and all pertinent equipment required for a complete workable system.
24. Flexible connections in exposed areas shall not exceed 18" maximum.
25. All new equipment wiring shall be extended from existing wiring.
26. HVAC contractor shall become familiar with and comply with owner's building standards for construction.
27. All final connections to vibrating equipment (motors, generators, etc.) shall be through a liquid tight flexible metal conduit.
28. There shall be no new penetrations through plaster walls, floors or ceilings.
29. All penetrations through fire rated partitions shall be sealed fire and smoke tight with an appropriate U.L. listed firestopping material and/or system.
30. The terms "provide" or "furnish", as used on the plans, indicate that the contractor is to furnish and install the referenced equipment or systems in their entirety as required for a complete and operable system.
31. Contractor shall provide and install all components indicated on detail sheets, plans, specifications and all pertinent equipment required for a complete and workable system.
32. Contract Close Out: In the presence of the owner, engineer or architect, demonstrate operation of systems and that all specifications have been met to the satisfaction of all parties.
33. It is the intent and purpose of these specifications and drawings to include and provide for all materials, appliances and labor to properly complete, and leave in perfect working condition, the entire system hereinafter specified. Any material, labor or appliance not specifically mentioned

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

in these specifications or shown on the drawings, but necessary for a complete installation must be furnished by this contractor.

## **SECTION 01 1040 – PROJECT COORDINATION**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### **1.2 SUMMARY**

- A. This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:
  - 1. Coordination.
  - 2. Administrative and supervisory personnel.
  - 3. General installation provisions.
  - 4. Cleaning and protection.
- B. Progress meetings, coordination meetings and pre-installation conferences are included in Section "Project Meetings".
- C. Requirements for the Contractor's Construction Schedule are included in Section "Submittals".

#### **1.3 COORDINATION**

- A. Coordination: Coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, operation and watertight condition.
  - 1. Contractor must coordinate work with Owner and other prime contractors.
  - 2. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
- B. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
  - 1. Prepare similar memoranda for the Owner and separate Contractors where coordination of their Work is required.

- C. Administrative Procedure: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of schedules.
  2. Installation and removal of temporary facilities.
  3. Delivery and processing of submittals.
  4. Progress meetings.
  5. Project closeout activities.

#### 1.4 SUBMITTALS

- A. Coordination Drawings: Prepare and submit coordination Drawings where close and careful coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components.
1. Show the interrelationship of components shown on separate Shop Drawings.
  2. Indicate required installation sequences.
  3. Comply with requirements contained in Section "Submittals".
- B. Staff Names: Within fifteen (15) days of Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.

#### PART 2 – PRODUCTS (NOT USED)

#### PART 3 – EXECUTION

##### 3.1 GENERAL INSTALLATION PROVISIONS

- A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.
- C. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
- D. Provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement.

- E. Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to the Architect for final decision.
- F. Recheck measurements and dimensions, before starting each installation.
- G. Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
- H. Coordinate temporary enclosures with required inspections and tests.

### 3.2 CLEANING AND PROTECTION

- A. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- B. Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
  - 1. Solvents.
  - 2. Chemicals.
  - 3. Puncture.
  - 4. Abrasion.
  - 5. Heavy traffic.
  - 6. Soiling, staining and corrosion.
  - 7. Combustion.
  - 8. Unusual wear or other misuse.
  - 9. Contact between incompatible materials.
  - 10. Destructive testing.
  - 11. Unprotected storage.
  - 12. Improper shipping or handling.
  - 13. Theft.
  - 14. Vandalism

END OF SECTION

## **SECTION 01 3000 - ADMINISTRATIVE REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.1 PROJECT MANAGEMENT AND COORDINATION**

- A. Coordinate construction to ensure efficient and orderly installation of each part of the Work.
- B. Engineer to coordinate with Owner to conduct progress meetings at Project site every 2 weeks. Owner to notify Contractor of meeting dates and times. Require attendance of each subcontractor or other entity concerned with current progress or involved with planning or coordination of future activities.
  - 1. Engineer shall record minutes and distribute to parties involved.

#### **1.2 SUBMITTAL PROCEDURES**

- A. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 1. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
  - 2. Architect will not accept submittals from sources other than Contractor.
  - 3. Identify deviations from the Contract Documents.
  - 4. Submit six copies of each submittal.
- B. Place a permanent label or title block on each submittal for identification. Provide a 4- by 5- inch space on the label or beside title block to record review and approval markings and action taken. Include the following information on the label:
  - 1. Project name.
  - 2. Date.
  - 3. Name and address of Contractor.
  - 4. Name and address of subcontractor or supplier.
  - 5. Number and title of appropriate Specification Section.
- C. Architect will review each action submittal, mark as appropriate to indicate action taken, and return copies less those retained. Compliance with specified requirements remains Contractor's responsibility.
- D. Construction Schedule Submittal Procedure:
  - 1. Submit schedule within 10 days after date established for Commencement of the Work. Distribute copies to Owner, Engineer, subcontractors, and parties required to comply with dates.

2. Revise the schedule after each meeting or activity where revisions have been made. As Work progresses, mark each bar to indicate actual completion. Distribute revised copies to Owner, Architect, subcontractors, and parties required to comply with dates.

## **PART 2 - PRODUCTS**

### **2.1 ACTION SUBMITTALS**

- A. Product Data: Mark each copy to show applicable choices and options. Include the following:
  1. Data indicating compliance with specified standards and requirements.
  2. Notation of coordination requirements.
  3. For equipment data, include rated capacities, dimensions, weights, required clearances, and furnished specialties and accessories.
- B. Shop Drawings: Submit Project-specific information drawn to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. Submit 1 reproducible print and 1 blue- or black-line print on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches. Architect will return the reproducible print. Include the following:
  1. Dimensions, profiles, methods of attachment, large-scale details, and other information, as appropriate for the Work.
  2. Identification of products and materials.
  3. Notation of coordination requirements.
  4. Notation of dimensions established by field measurement.
- C. Samples: Submit Samples finished as specified and identical with the material proposed. Where variations are inherent in the material, submit sufficient units to show full range of the variations. Include name of manufacturer and product name on label.

### **2.2 INFORMATION SUBMITTALS**

- A. Construction Schedule: Prepare a horizontal bar chart Contractor's construction schedule.
  1. Provide a separate time bar for each activity, using same breakdown of Work indicated in the Schedule of Values, and a vertical line to identify the first workday of each week.
  2. Coordinate each element with other activities. Show each activity in proper sequence. Indicate sequences necessary for completion of related Work.
  3. Indicate Substantial Completion and allow time for Architect's procedures necessary for certifying Substantial Completion.
- B. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.

## **PART 3 - EXECUTION (NOT USED)**

END OF SECTION

## **SECTION 01 3300 - SUBMITTALS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### **1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including:

1. Contractor's interior damage survey.
2. Contractor's construction schedule.
3. Submittal schedule.
4. Daily construction reports.
5. Shop Drawings.
6. Product data.
7. Samples.

- B. Administrative Submittals: Refer to division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:

1. Permits.
2. Applications for payment.
3. Performance and payment bonds.
4. Insurance certificates.
5. List of Subcontractors.

- C. Definitions: Refer to other Division 1 Sections and other Contract Documents for additional definitions:

1. Shop Drawings: See General Conditions. Shop drawings also include:
  - a. Product data specifically prepared for this project.
  - b. Shop or plant inspection and test reports, when made on specific materials, products, or systems to be used in the work.
2. Product Data: See General Conditions. Product data submittals also include:
  - a. Product data not specifically prepared for this project.
  - b. Performance curves, when issued by the manufacturer for all products of that type.
  - c. Printed selection data showing standard colors.
  - d. Wiring diagrams, when standard for all products of that type.
3. Samples: See General Conditions. Submit full-size or size specified, fully fabricated samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of

manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.

- a. Mock-ups and similar samples specified in individual Work sections shall comply with requirements for "samples" to greatest extent possible, and process transmittal forms to provide a record of activity.
4. Informational Submittals: Submittals identified in the Contract Documents as to be submitted for information only.

### 1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
  1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
  2. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
    - a. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Architect will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
    - b. If an intermediate submittal is necessary, process the same as the initial submittal.
    - c. Allow two weeks for reprocessing each submittal.
    - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
  1. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
  2. Include the following information on the label for processing and recording action taken.
    - a. Project name.
    - b. Date.
    - c. Name and address of A/E.
    - d. Name and address of Contractor.
    - e. Name and address of subcontractor.
    - f. Name and address of supplier.
    - g. Name of manufacturer.
    - h. Number and title of appropriate Specification Section.
    - i. Drawing number and detail references, as appropriate.

- C. Submittal Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay. Coordinate submittals and activities that must be performed in sequence, as well as submittals of different types for the same product or system, so that the Architect has enough information to properly review the submittals.
- D. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Architect using a transmittal form. Submittals received from sources other than the Contractor will be returned without action. Submittals received without Contractor's executed review and approval will be returned without action.
  - 1. Transmittal Form: Use AIA Document G810.

#### 1.4 CONTRACTOR'S INTERIOR DAMAGE SURVEY

- A. Prior to construction, including demolition, the Contractor shall conduct a survey and inspect the interior of the building and note any areas of damage which can be visually observed. On a plan the Contractor shall note the location and extent of damage or staining observed. A written description of same, keyed to the plan, shall also be prepared.
- B. These plans and notes, after being submitted to, and reviewed by the Architect, will be the basis for determining if any additional damage has been caused by the operations of the Contractor. This additional damage, if any, will be the responsibility of the Contractor. The Contractor agrees to bear the cost of the repair of additional damage caused by construction operations. Method of repair shall include all that is necessary to restore the damaged area to its original condition.
- C. Submit five (5) copies of the survey plan. The Architect and Owner will each retain one and will return the other for the Contractor's record.

#### 1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type Contractor's construction schedule. Submit within 10 days of the date established for "Commencement of the Work".
  - 1. Provide a separate time bar for each significant construction activity in proper sequence of operation. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values". Indicate activities separately for each separate building.
  - 2. Within each time bar indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contrasting mark in each bar to indicate percentage of Actual Completion.
  - 3. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities for each Prime Contract; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicted graphically sequences necessary for completion of related portions of the Work.

- B. Distribution: Following the Architect's response to the initial submittal, the Contractor shall revise and resubmit, if necessary, and upon approval will print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.
  - 1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- C. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

#### 1.6 SUBMITTAL SCHEDULE

- A. After development and acceptance of the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule within the (10) days of the date required for establishment of the Contractor's construction schedule.
  - 1. Prepare the schedule in chronological order; include submittals required during the first 90 days of construction. Provide the following information:
    - a. Related Section number.
    - b. Submittals category.
    - c. Description of the part of the Work covered.

#### 1.7 SUBMITTAL TIMING

- A. Transmit each submittal at or before the time indicated on the approved schedule of submittals. Deliver each submittal requiring approval in time to allow for adequate review and processing time, including resubmittals if necessary; failure of the Contractor in this respect will not be considered as grounds for an extension of the contract time.
- B. Deliver each informational submittal prior to start of the work involved, unless the submittal is of a type which cannot be prepared until after completion of the work; submit promptly. If a submittal must be processed within a certain time in order to maintain the progress of the work, state so clearly on the submittal.
- C. Allow a minimum of two (2) weeks for the first processing of each submittal. Allow more time when submittals must be coordinated with later submittals. Allow same time for processing of resubmittals as for original submissions.
- D. If a submittal must be delayed for coordination with other submittals not yet submitted, the Architect may at his option either return the submittal with no action or notify the Contractor of the other submittals which must be received before the submittal can be reviewed.

#### 1.8 SUBMITTAL PROCEDURE

- A. Contractor Review: Sign each copy of each submittal certifying compliance with the requirements of the Contract Documents. Notify the Architect, in writing and at time of

submittal, or all points upon which the submittal does not conform to the requirements of the contract documents, if any.

## 1.9 DAILY CONSTRUCTION REPORTS

- A. Prepare a daily construction report, recording the following information concerning events at the site; and submit duplicate copies to the Architect at weekly intervals:
1. List of subcontractors at the site.
  2. Approximate count of personnel at the site.
  3. High and low temperatures, general weather conditions.
  4. Accidents and unusual events.
  5. Meetings and significant decisions.
  6. Stoppages, delays, shortages, losses.
  7. Orders and requests of governing authorities.
  8. Change Orders received, implemented.
  9. Partial Completions, occupancies.
  10. Substantial Completions authorized.

## 1.10 SHOP DRAWINGS

- A. Submit newly prepared information drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
- B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
1. Dimensions, at accurate scale.
  2. Identification of products and materials included.
  3. Compliance with specified standards.
  4. Notation of coordination requirements.
  5. Notation of dimensions established by field measurement, at accurate scale.
  6. Sheet Size: Except for templates, patterns and similar full size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 24" x 36".
  7. Initial Submittal: Submit one electronic PDF and one blue or black-line print for the Architect's review; the reproducible print will be returned.
  8. Final Submittal: Submit 5 blue or black-line prints; submit 7 prints where required for maintenance manuals. 2 prints will be retained, the remainder will be returned.
  9. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

## 1.11 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates,

standard wiring diagrams and performance curves. Where Product data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings".

1. Mark each copy top show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
  - a. Manufacturer's printed recommendations.
  - b. Compliance with recognized trade association standards.
  - c. Compliance with recognized testing agency standards.
  - d. Application of testing agency labels and seals.
  - e. Notation of dimensions verified by field measurement.
  - f. Notation of coordination requirements.
2. Submittals: Submit 5 copies of each required submittal; submit 7 copies where required for maintenance manuals. The Architect will retain one, and will return the other marked with action taken and corrections or modifications required.
  - a. Unless noncompliance with Contract document provisions is observed, the submittal may serve as the final submittal.

## 1.12 SAMPLES

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
  1. Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to match the Architect's Sample. Include the following.
    - a. Generic description of the Sample.
    - b. Sample source.
    - c. Product name or name of manufacturer.
    - d. Compliance with recognized standards.
    - e. Availability and delivery time.
  2. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
  3. Preliminary submittals: Where Samples are for selection of color, patten, texture, or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.
    - a. Preliminary submittals will be reviewed and returned with the Architect's mark indicating selection and other action.

4. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit 3 sets; one will be returned marked with action taken.
5. Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of construction.

#### **1.13 ARCHITECT'S ACTION**

- A. Except for submittals for record, information or similar purposes, where action and return are required or requested, the Architect will review each submittal, mark to indicate action taken, and return promptly.
  1. Compliance with specified characteristics is the Contractor's responsibility.

#### **PART 2 – PRODUCTS (NOT USED)**

#### **PART 3 – EXECUTION (NOT USED).**

END OF SECTION

## SECTION 01 4000 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Testing and inspecting services are specified in other Sections of these Specifications or are required by authorities having jurisdiction and shall be performed by independent testing agencies.
  - 2. Owner will provide testing and inspecting services not specified to be provided by Contractor.
  - 3. Contractor is responsible for scheduling inspections and tests and notifying testing agency.
  - 4. Retesting and Re-inspecting: Contractor shall pay for additional testing and inspecting required as a result of tests and inspections indicating noncompliance with requirements.
- B. Performance and Design Criteria: Where design services or certifications by a professional engineer are required by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
  - 2. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated.
- C. Submittals: Testing agency shall submit a certified written report of each inspection and test to **Owner**, Engineer, Contractor, and to authorities having jurisdiction when authorities so direct. Reports of each inspection, test, or similar service shall include the following:
  - 1. Name, address, and telephone number of testing agency.
  - 2. Project title and testing agency's project number.
  - 3. Date of report and designation (number).
  - 4. Dates and locations where samples were taken or inspections and field tests made.
  - 5. Ambient conditions at the time of sample taking and inspecting or field testing.
  - 6. Names of individuals taking the sample or making the inspection or test.
  - 7. Product and test method.
  - 8. Inspection or test data including interpretation of test results and comments or professional opinion on whether inspected or tested Work complies with requirements.
  - 9. Recommendations on retesting or re-inspection.
  - 10. Name and signature of laboratory inspector.

- D. Testing Agency Qualifications: Agencies that specialize in the types of inspections and tests to be performed and are acceptable to authorities having jurisdiction.
- E. Testing Agency Responsibilities: Testing agency shall cooperate with Architect and Contractor in performing its duties and shall provide qualified personnel to perform inspections and tests.
  - 1. Agency shall promptly notify Architect and Contractor of deficiencies in the Work observed during performance of its services.
  - 2. Agency shall not release, revoke, alter, or enlarge requirements of the Contract Documents nor approve or accept any portion of the Work.
  - 3. Agency shall not perform duties of Contractor.
- F. Auxiliary Services: Cooperate with testing agencies and provide auxiliary services as requested, including the following:
  - 1. Access to the Work.
  - 2. Incidental labor and facilities to assist inspections and tests.
  - 3. Adequate quantities of materials for testing, and assistance in taking samples.
  - 4. Facilities for storing and curing test samples.
  - 5. Security and protection for samples and test equipment.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

END OF SECTION

## SECTION 01 4200 - REFERENCES

### PART 1 - GENERAL

#### 1.1 GENERAL REQUIREMENTS

- A. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- B. Abbreviations and Acronyms: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

|        |  |                                  |
|--------|--|----------------------------------|
| AABC   | Associated Air Balance Council<br><a href="http://www.aabchq.com">www.aabchq.com</a>   | (202) 737-0202                   |
| AAMA   | American Architectural Manufacturers Association<br><a href="http://www.aamanet.org">www.aamanet.org</a>                           | (847) 303-5664                   |
| AASHTO | American Association of State Highway and<br>Transportation Officials<br><a href="http://www.aashto.org">www.aashto.org</a>        | (202) 624-5800                   |
| ACI    | American Concrete Institute/ACI International<br><a href="http://www.aci-int.org">www.aci-int.org</a>                              | (248) 848-3700                   |
| AGA    | American Gas Association<br><a href="http://www.aga.org">www.aga.org</a>   | (202) 824-7000                   |
| AIA    | American Institute of Architects (The)<br><a href="http://www.e-architect.com">www.e-architect.com</a>                             | (202) 626-7300                   |
| AMCA   | Air Movement and Control Association International, Inc.<br><a href="http://www.amca.org">www.amca.org</a>                         | (847) 394-0150                   |
| ANSI   | American National Standards Institute<br><a href="http://www.ansi.org">www.ansi.org</a>  | (202) 293-8020                   |
| ARI    | Air-Conditioning & Refrigeration Institute<br><a href="http://www.ari.org">www.ari.org</a>   | (703) 524-8800                   |
| ASHRAE | American Society of Heating, Refrigerating and<br>Air-Conditioning Engineers<br><a href="http://www.ashrae.org">www.ashrae.org</a> | (800) 527-4723<br>(404) 636-8400 |
| ASME   | ASME International   | (800) 843-2763                   |

|      |   |                                  |
|------|---|----------------------------------|
|      | (The American Society of Mechanical Engineers<br>International)<br>www.asme.org                             | (212) 591-7722                   |
| ASTM | American Society for Testing and Materials<br>www.astm.org  | (610) 832-9585                   |
| AWS  | American Welding Society<br>www.aws.org   | (800) 443-9353<br>(305) 443-9353 |
| AWWA | American Water Works Association<br>www.awwa.org  | (800) 926-7337<br>(303) 794-7711 |
| BOCA | BOCA International, Inc.<br>www.bocai.org   | (708) 799-2300                   |
| CDA  | Copper Development Association Inc.<br>www.copper.org   | (800) 232-3282<br>(212) 251-7200 |
| CFR  | Code of Federal Regulations<br>www.access.gpo.gov/nara/cfr  | (888) 293-6498<br>(202) 512-1530 |
| EPA  | Environmental Protection Agency<br>www.epa.gov  | (202) 260-2090                   |
| FMG  | FM Global<br>(Formerly: FM - Factory Mutual System)<br>www.fmgglobal.com                                    | (401) 275-3000                   |
| HI   | Hydraulic Institute<br>www.pumps.org  | (888) 786-7744<br>(973) 267-9700 |
| ICC  | International Code Council<br>(Formerly: CABO - Council of American Building Officials)<br>www.intlcode.org | (703) 931-4533                   |
| ICBO | International Conference of Building Officials<br>www.icbo.org  | (800) 284-4406<br>(562) 699-0541 |
| IEEE | Institute of Electrical and Electronics Engineers, Inc. (The)<br>www.ieee.org                               | (212) 419-7900                   |
| MBMA | Metal Building Manufacturers Association<br>www.mbma.com  | (216) 241-7333                   |
| NECA | National Electrical Contractors Association<br>www.necanet.org  | (301) 657-3110                   |
| NEMA | National Electrical Manufacturers Association   | (703) 841-3200                   |

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

[www.nema.org](http://www.nema.org)

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| NETA   | InterNational Electrical Testing Association<br><a href="http://www.netaworld.org">www.netaworld.org</a>                 | (303) 697-8441                   |
| NFPA   | National Fire Protection Association<br><a href="http://www.nfpa.org">www.nfpa.org</a>                                   | (800) 344-3555<br>(617) 770-3000 |
| NRCA   | National Roofing Contractors Association<br><a href="http://www.nrca.net">www.nrca.net</a>                               | (800) 323-9545<br>(847) 299-9070 |
| SMACNA | Sheet Metal and Air Conditioning Contractors' National Association<br><a href="http://www.smacna.org">www.smacna.org</a> | (703) 803-2980                   |
| UBC    | Uniform Building Code<br>(See: International Conference of Building Officials)   |                                  |
| UL     | Underwriters Laboratories Inc.<br><a href="http://www.ul.com">www.ul.com</a>   | (800) 704-4050<br>(847) 272-8800 |

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

END OF SECTION

## **SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS**

### **PART 1 - GENERAL**

#### **1.1 SECTION REQUIREMENTS**

- A. Use Charges: Contractor shall pay for all use charges except as noted otherwise.
- B. Use water and electric power from Owner's existing system without metering and without payment of use charges.
- C. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
- D. Temporary Utilities: At earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of permanent service.

### **PART 2 - PRODUCTS**

#### **2.1 EQUIPMENT**

- A. Heating Equipment: Unless Owner authorizes use of permanent heating system, provide vented, self-contained heaters with thermostatic control when working in new or existing facilities to maintain an indoor temperature of 50 degrees F.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating Units: Listed and labeled, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use for type of fuel being consumed.

### **PART 3 - EXECUTION**

#### **3.1 TEMPORARY UTILITIES**

- A. General: Use owner's facilities where available and as noted. Engage appropriate local utility company to install temporary service or connect to existing service where owner's facilities are insufficient for the use. Where utility company provides only part of the service, provide the remainder.
- B. Sanitary Facilities: Use of Owner's existing facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

- C. Heating and Cooling: Provide temporary heating and cooling required for curing materials or for protecting installed construction from adverse weather. Use equipment that will not have a harmful effect on completed installations or elements being installed.

### **3.2 TEMPORARY FACILITIES**

- A. Provide field offices, storage trailers, and other support facilities as necessary for the Work.
- B. Collect waste daily and, when containers are full, legally dispose of waste off-site.
  - 1. Handle hazardous, dangerous, or unsanitary waste materials in separate closed waste containers. Dispose of material according to applicable laws and regulations.
- C. Provide temporary enclosures for protection of construction and workers from inclement weather and for containment of heat.

### **3.3 TEMPORARY CONTROLS**

- A. Provide temporary environmental controls as required by authorities having jurisdiction including, but not limited to, erosion and sediment control, dust control, noise control, and pollution control.
- B. Provide temporary barricades, warning signs, and lights to protect the public and construction personnel from construction hazards.
  - 1. Enclose construction areas with fences with lockable entrance gates, to prevent unauthorized access.
- C. Provide temporary fire protection until permanent systems supply fire-protection needs. Comply with NFPA 241.

### **3.4 TERMINATION AND REMOVAL**

- A. Remove temporary facilities and controls before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

END OF SECTION

## SECTION 01 6000 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Provide products of same kind from a single source. The term "product" includes the terms "material," "equipment," "system," and similar terms.
- B. Product Substitutions: Substitutions include products and methods of construction differing from that required by the Contract Documents and proposed by Contractor after award of the Contract.
  - 1. Submit six copies of each request for product substitution.
  - 2. Submit requests within 14 days after signing the Contract.
  - 3. Submit requests in time to permit processing of request and subsequent submittals, if any, sufficiently in advance of when materials are required in the Work. Do not submit unapproved substitutions on Shop Drawings or other submittals.
  - 4. Identify product to be replaced and provide complete documentation showing compliance of proposed substitution with applicable requirements. Include a full comparison with the specified product, a list of changes to other Work required to accommodate the substitution, and any proposed changes in the Contract Sum or the Contract Time should the substitution be accepted.
  - 5. Architect will review the proposed substitution and notify Contractor of its acceptance or rejection.
- C. Comparable Product Submittal:
  - 1. Submit six copies of each request for approval of products as comparable to basis-of-design products. Submit requests in time to permit processing of request and subsequent submittals, if any, sufficiently in advance of when materials are required in the Work. Do not submit unapproved products on Shop Drawings or other submittals.
  - 2. Identify product to be replaced and provide complete documentation showing compliance of proposed product with applicable requirements. Include a full comparison with the specified product.
  - 3. Architect will review the proposed product and notify Contractor of its acceptance or rejection.
- D. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Deliver products to Project site in manufacturer's original sealed container or packaging, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

3. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
4. Store materials in a manner that will not endanger Project structure.
5. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.

## **PART 2 - PRODUCTS**

### **2.1 PRODUCT OPTIONS**

- A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.
  1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.
- B. Select products to comply with all of the following that are applicable:
  1. Where only a single product or manufacturer is named, provide the item indicated. No substitutions will be permitted.
  2. Where two or more products or manufacturers are named, provide one of the items indicated. No substitutions will be permitted.
  3. Where products or manufacturers are specified by name, accompanied by the term "available products" or "available manufacturers," provide one of the named items or comply with provisions for "comparable product" to obtain approval for use of an unnamed product or manufacturer.
  4. Where a single product is named as the "basis-of-design" together with the names of other manufacturers, provide the named product or comply with provisions for "comparable product submittal" to obtain approval for use of a product of one of the other named manufacturers.
  5. Where a single product is named as the "basis-of-design" and no other manufacturers are named, provide the named product or comply with provisions for "comparable product submittal" to obtain approval for use of a product of another manufacturer.
  6. Where a product is described with required characteristics, provide a product that complies with those characteristics.
  7. Where compliance with performance requirements is specified, provide products that comply and are recommended in writing by the manufacturer for the application.
  8. Where compliance with codes, regulations, or standards, is specified, select a product that complies with the codes, regulations, or standards referenced.
- C. Unless otherwise indicated, Architect will select color, pattern, and texture of each product from manufacturer's full range of options that includes both standard and premium items.

## **PART 3 - EXECUTION (NOT USED)**

END OF SECTION

## **SECTION 01 7320 - SELECTIVE DEMOLITION**

### **PART 1 - GENERAL**

#### **1.1 SECTION REQUIREMENTS**

- A. Unless otherwise indicated, demolished materials become Contractor's property. Remove from Project site.
- B. Items indicated to be removed and salvaged remain Owner's property. Remove, clean, and deliver to Owner's designated storage area.
- C. Comply with EPA& DEC regulations and disposal regulations of authorities having jurisdiction.
- D. Conduct demolition without disrupting Owner's use of the building.
- E. It is possible that hazardous or contaminated materials may be encountered in the Work. If materials suspected of containing hazardous materials are encountered, immediately notify Architect and Owner. Hazardous materials shall be removed as indicated on the plans and in the specifications.

### **PART 2 - PRODUCTS (NOT USED)**

### **PART 3 - EXECUTION**

#### **3.1 DEMOLITION**

- A. Maintain and protect existing utilities to remain in service before proceeding with demolition, providing bypass connections to other parts of the building.
- B. Locate, identify, shut off, disconnect, and cap off utility services to be demolished.
- C. Conduct demolition operations and remove debris to prevent injury to people and damage to adjacent buildings and site improvements.
- D. Provide and maintain shoring, bracing, or structural support to preserve building stability and prevent movement, settlement, or collapse.
- E. Protect building structure and interior from weather and water leakage and damage.
- F. Protect walls, ceilings, floors, and exposed finishes that are to remain. Erect and maintain dustproof partitions. Cover and protect fixtures, furnishings, and equipment that are to remain.
- G. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.

SUNY Orange - Middletown Campus  
George Shepard Student Center Chiller Replacement, OCCC Project # OCCC-2021-25  
FE Project # 20-357

- H. Promptly patch and repair holes and damaged surfaces of building caused by demolition. Restore exposed finishes of patched areas and extend finish restoration into remaining adjoining construction.
- I. Promptly remove demolished materials from Owner's property and legally dispose of them. Do not burn demolished materials.

END OF SECTION

## **SECTION 01 7700 – PROJECT CLOSEOUT**

### **PART 1 - GENERAL**

#### **1.1 DESCRIPTION**

- A. The work shall include final cleaning, final observations, submissions and payments required to closeout the project.

#### **1.2 CLEANING**

- A. The General cleaning and more specific cleaning may be required in other individual Sections of the Specifications.
- B. This cleaning shall be done just prior to the Architect/Engineer's final observations for substantial completion. Recleaning will not be required after the Work has been observed and accepted unless later operations of the Contractor, in the opinion of the Architect/Engineer, make recleaning of certain portions necessary.

#### **1.3 OBSERVATION**

- A. Contractor:
  - 1. Submit written certification to the Architect/Engineer that Project, or designated portion of Project, is substantially complete.
  - 2. Submit list of all items to be completed or corrected.
- B. Architect/Engineer will make a final observation within (10) days after receipt of certification, together with Owner's Representative.
- C. Should the Architect/Engineer consider that the work is not substantially complete:
  - 1. He shall immediately notify Contractor, in writing, stating reasons.
  - 2. Contractor: Complete work, and send second written notice to the Architect, certifying that Project, or designated portion of project is substantially complete.
  - 3. Architect/Engineer will re-perform final observation the Work.
- D. Should the Architect/Engineer consider that the Work is substantially complete:
  - 1. Architect/Engineer will prepare and issue a Certificate of Substantial completion, AIA Document G704, complete with signatures of Owners and Contractor, accompanied by Contractor's list of items to be completed or corrected, as verified and amended by the Architect/Engineer and Owner's Representative.
  - 2. Contractor: Complete work listed for completion or correction within designated time.

#### **1.4 CLOSEOUT SUBMITTALS**

- A. Guarantees, Warranties, and Bonds: To requirements of paragraph 1.05.
- B. Project Record Documents: To requirements of paragraph 1.06 and 1.07.
- C. Required inspection certificates from AHJ.

#### **1.5 GUARANTEES AND CERTIFICATIONS**

- A. Prior to issuance of Certificate of Substantial Completion, the Contractor shall deliver to the Architect/Engineer, bound in separate, indexed folders, two (2) copies of all guarantees, warranties, bonds and certificates that are required by the General and Supplementary Conditions, and the individual technical sections of the Specifications.
- B. All submittals shall be duly executed and corporately sealed before delivery to the Architect.

#### **1.6 RECORD DRAWINGS**

- A. Prior to issuance of Certificate of Substantial Completion, the Contractor shall submit record drawings to the Architect/Engineer as follows:
  - 1. During construction, the Contractor shall keep an accurate record of all deviations between the Work as shown on the Drawings and that which is actually installed. This record set of prints shall be kept at the job site for final observation by the Architect/Engineer.
  - 2. Upon completion of the Work, such changes shall be neatly and correctly transferred to a reproducible set of the Drawings, and the Contractor shall certify by endorsement to the Drawings that the revisions are complete and accurate. He shall then deliver the reproducible record to the Architect/Engineer.

#### **1.7 MAINTENANCE MANUAL**

- A. Prior to issuance of Certificate of Substantial Completion, the Contractor shall submit maintenance manuals to the Architect/Engineer as follows:
  - 1. Each Subcontractor shall, under the direction of the Contractor, furnish three (3) complete sets of manuals, containing the manufacturer's instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract and any additional data specifically required under the technical sections of the Specifications for each division of the Work. The manuals shall be arranged in proper order, indexed, and suitably bound.
  - 2. The Contractor and each Subcontractor shall certify by endorsement thereon, that each of the manuals is complete and accurate. The Contractor shall assemble these manuals for all divisions of the Work, review them for completeness and submit them to the Architect/Engineer. The Contractor shall provide suitable

transfer case and deliver the manuals therein indexed and marked for each division of the Work.

## **PART 2.0 - PRODUCTS (NOT USED)**

## **PART 3.0 - EXECUTION**

### **3.1 FINAL OBSERVATION**

- A. Contractor shall submit written certification that:
  - 1. Contract Documents have been reviewed.
  - 2. Project has been inspected by Contractor & AHJ for compliance with Contract Document.
  - 3. Work has been completed in accordance with Contract Documents.
  - 4. Equipment and systems have been tested in presence of Owner's Representative and are operational.
  - 5. Project is completed, and ready for final observation.
- B. Architect/Engineer will make final observation within ten (10) days after receipt of certification.
- C. Should the Architect/Engineer consider that the work is not finally complete:
  - 1. He shall notify Contractor, in writing, stating reasons.
  - 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send second written notice to the Architect/Engineer certifying that the Work is complete.
  - 3. Architect/Engineer will re-perform final observation the Work.
- D. Should the Architect/Engineer consider that the Work is finally complete in accordance with requirements of Contract Documents, he shall request Contractor to make final payment submittals.

### **3.2 EVIDENCE OF PAYMENT, AND RELEASE OF LIENS**

- A. Prior to issuance of final Certificate for Payment, the Contractor shall deliver to the Architect/Engineer, complete release of all claims as required by the General Conditions.
- B. The Contractor shall, along with his final Application for Payment deliver three (3) copies of AIA forms.
  - 1. G706- Contractor's Affidavit of Payment of Debts and Claims.

2. G707- Consent of Surety Company to Final Payment.
  3. G706A- Contractor's Affidavit of Release of Liens-with Contractor's Release of Waiver of Liens Subcontractor's Releases of Waivers of Liens
  4. Contractors letter of guarantee for a period of one (1) year from substantial completion.
  5. Maintenance Bond.
- C. All submittals shall be duly executed, notarized and sealed before delivery to the Architect/Engineer.

### **3.3 FINAL ADJUSTMENT OF ACCOUNTS**

- A. Submit final statement of accounting to Architect/Engineer.
- B. Statement shall reflect all adjustments.
1. Original Contract Sum.
  2. Additions and deductions resulting from:
    - a. Previous change orders
    - b. Cash Allowances
    - c. Unit prices
    - d. Other adjustments
    - e. Deductions for uncorrected Work.
    - f. Deductions for non-conforming Work.
    - g. Deductions for liquidated damages.
    - h. Deductions for re-inspection payments.
  3. Total Contract Sum, as adjusted.
  4. Previous payments.
  5. Sum remaining due.
- C. Architect/Engineer will prepare final Change Order, reflecting approved adjustments to Contract Sum not previously made by Change Orders.

**3.4 FINAL APPLICATION FOR PAYMENT & FINAL CERTIFICATE FOR PAYMENT**

- A. Contractor shall submit final application in accordance with requirements of General Conditions.
- B. Architect/Engineer will issue final certificate in accordance with provisions of General Conditions.
- C. Should final completion be materially delayed through no fault of Contractor, Architect/Engineer may issue a semi-final Certificate for payment, in accordance with provisions of General Conditions.

END OF SECTION

## **SECTION 033053 - MISCELLANEOUS CAST-IN-PLACE CONCRETE**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### **1.2 SUMMARY**

- A. Section includes but is not limited to the following: Cast basins, equipment pads, fence post anchors, cast-in-place concrete, including reinforcement, concrete materials, mixture design, placement procedures, and finishes.
- B. Related Sections:
  - 1. Division 31 Section "Earth Moving" for drainage fill under slabs-on-grade.

#### **1.3 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Other Action Submittal:
  - 1. Design Mixtures: For each concrete mixture.

#### **1.4 QUALITY ASSURANCE**

- A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- B. Comply with the following sections of ACI 301 (ACI 301M), unless modified by requirements in the Contract Documents:
  - 1. "General Requirements."
  - 2. "Formwork and Formwork Accessories."
  - 3. "Reinforcement and Reinforcement Supports."
  - 4. "Concrete Mixtures."
  - 5. "Handling, Placing, and Constructing."
- C. Comply with ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

**D. Preinstallation Conference:** Conduct conference at Project site.

1. Before submitting design mixtures, review concrete design mixture and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:
  - a. Contractor's superintendent.
  - b. Independent testing agency responsible for concrete design mixtures.
  - c. Ready-mix concrete manufacturer.
  - d. Concrete subcontractor.
  - e. Special concrete finish subcontractor.
  - f. Engineer
2. Construction Review special inspection and testing and inspecting agency procedures for field quality control, concrete finishes and finishing, cold-and hot-weather concreting procedures, curing procedures, construction contraction and isolation joints, and joint-filler strips, semirigid joint fillers, forms and form removal limitations, shoring and reshoring procedures, vapor-retarder installation, anchor rod and anchorage device installation tolerances, steel reinforcement installation, floor and slab flatness and levelness measurement, concrete repair procedures and concrete protection.

**PART 2 - PRODUCTS**

**2.1 FORMWORK**

- A. Furnish formwork and formwork accessories according to ACI 301 (ACI 301M).

**2.2 STEEL REINFORCEMENT**

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
- B. Plain-Steel Wire: ASTM A 82/A 82M, as drawn.
- C. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, fabricated from as-drawn steel wire into flat sheets.
- D. Deformed-Steel Welded Wire Reinforcement: ASTM A 497/A 497M, flat sheet.
- E. Bar supports, chairs, spaces: ACI315.

**2.3 CONCRETE MATERIALS**

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source throughout Project:
1. Portland Cement: ASTM C 150, Type I or Type II. Supplement with the following:

- a. Fly Ash: ASTM C 618, Class C or F.
- 2. Blended Hydraulic Cement: ASTM C 595, Type IS, Portland blast-furnace slag cement.
- B. Normal-Weight Aggregate: ASTM C 33, graded, 1-1/2-inch (38-mm) nominal maximum aggregate size.
- C. Lightweight Aggregate: ASTM C 330, 1-inch (25-mm) nominal maximum aggregate size.
- D. Water: ASTM C 94/C 94M.
- E. Synthetic Fiber: Monofilament polypropylene fibers engineered and designed for use in concrete, complying with ASTM C 1116/C 1116M, Type III, 1/2 to 1-1/2 inches (13 to 38 mm) long.
- F. Base Course: As specified in Section 31 20 00.

## **2.4 ADMIXTURES**

- A. Air-Entraining Admixture: ASTM C 260.
- B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
  - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
  - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
  - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
  - 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
  - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
  - 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

## **2.5 RELATED MATERIALS**

- A. Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber, or ASTM D 1752, cork or self-expanding cork.

## **2.6 CURING MATERIALS**

- A. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth or cotton mats.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.
- F. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

## 2.7 CONCRETE MIXTURES

- A. Comply with ACI 301 (ACI 301M) requirements for concrete mixtures.
- B. Normal-Weight Concrete: Prepare design mixes, proportioned according to ACI 301 (ACI 301M), as follows:
  - 1. Minimum Compressive Strength: 4000 psi (27.6 MPa) at 28 days.
  - 2. Maximum Water-Cementitious Materials Ratio: 0.45.
  - 3. Slump Limit: 4 inches (100 mm), plus or minus 1 inch (25 mm).
  - 4. Air Content: Maintain within range permitted by ACI 301 (ACI 301M). Do not allow air content of trowel-finished floor slabs to exceed 3 percent.
- C. Synthetic Fiber: Uniformly disperse in concrete mix at manufacturer's recommended rate but not less than a rate of 1.0 lb/cu. yd. (0.60 kg/cu. m) 1.5 lb/cu. yd. (0.90 kg/cu. m).

## 2.8 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116, and furnish batch ticket information.
  - 1. When air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.
  - 1. For mixer capacity of 1 cu. yd. (0.76 cu. m) or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
  - 2. For mixer capacity larger than 1 cu. yd. (0.76 cu. m), increase mixing time by 15 seconds for each additional 1 cu. yd. (0.76 cu. m).
  - 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mix type, mix time, quantity, and amount of water added. Record approximate location of final deposit in structure.

### **PART 3 - EXECUTION**

#### **3.1 FORMWORK**

- A. Design, construct, erect, brace, and maintain formwork according to ACI 301 (ACI 301M).

#### **3.2 EMBEDDED ITEMS**

- A. Place and secure anchorage devices and other embedded items required for adjoining work attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

#### **3.3 STEEL REINFORCEMENT**

- A. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
  - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

#### **3.4 JOINTS**

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Locate and install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness, as follows:
  - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with groover tool to a radius of 1/8 inch (3.2 mm). Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.
- D. Isolation Joints: Install joint-filler strips at junctions with slabs-on-grade and vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
  - 1. Extend joint fillers full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated.

#### **3.5 CONCRETE PLACEMENT**

- A. Comply with ACI 301 (ACI 301M) for placing concrete.

- B. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301 (ACI 301M).
- C. Do not add water to concrete during delivery, at Project site, or during placement.
- D. Consolidate concrete with mechanical vibrating equipment.

### 3.6 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defective areas repaired and patched. Remove fins and other projections exceeding 1/2 inch (13 mm).
  - 1. Apply to concrete surfaces not exposed to public view (below grade).
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defective areas. Remove fins and other projections exceeding 1/8 inch (3 mm).
  - 1. Apply to concrete surfaces exposed to public view.
- C. Rubbed Finish: Apply the following rubbed finish, defined in ACI 301 (ACI 301M), to smooth-formed finished as-cast concrete where indicated:
  - 1. Smooth-rubbed finish.
  - 2. Grout-cleaned finish.
  - 3. Cork-floated finish.
- D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

### 3.7 FINISHING UNFORMED SURFACES

- A. General: Comply with ACI 302.1R for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Screed surfaces with a straightedge and strike off. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane before excess moisture or bleedwater appears on surface.
  - 1. Do not further disturb surfaces before starting finishing operations.
- C. Scratch Finish: Apply scratch finish to surfaces indicated and surfaces to receive concrete floor topping or mortar setting beds for ceramic or quarry tile, portland cement terrazzo, and other bonded cementitious floor finishes, unless otherwise indicated.

- D. Float Finish: Apply float finish to surfaces indicated, to surfaces to receive trowel finish, and to floor and slab surfaces to be covered with fluid-applied or sheet waterproofing, fluid-applied or direct-to-deck-applied membrane roofing, or sand-bed terrazzo.
- E. Trowel Finish: Apply a hard trowel finish to surfaces indicated and to floor and slab surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin film-finish coating system.
- F. Trowel and Fine-Broom Finish: Apply a partial trowel finish, stopping after second troweling, to surfaces indicated and to surfaces where ceramic or quarry tile is to be installed by either thickset or thin-set methods. Immediately after second troweling, and when concrete is still plastic, slightly scarify surface with a fine broom.
- G. Nonslip Broom Finish: Apply a nonslip broom finish to surfaces indicated and to exterior concrete platforms, steps, and ramps. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.

### 3.8 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with ACI 301 (ACI 301M) for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- D. Curing Methods: Cure formed and unformed concrete for at least seven days by one or a combination of the following methods:
  - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Water.
    - b. Continuous water-fog spray.
    - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.
  - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
  - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall

within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

4. Curing and Sealing Compound – See Attached.

### **3.9 FIELD QUALITY CONTROL**

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Tests: Perform according to ACI 301 (ACI 301M).
  1. Testing Frequency: One composite sample shall be obtained for each day's pour of each concrete mix exceeding 5 cu. yd. (4 cu. m) but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.
  2. Testing Frequency: One composite sample shall be obtained for each 100 cu. yd. (76 cu. m) or fraction thereof of each concrete mix placed each day.

### **3.10 REPAIRS**

- A. Remove and replace concrete that does not comply with requirements in this Section.

END OF SECTION