

# **Project Manual**

**Orange County Community College**

**Contract Documents and Technical Specifications**

## **ADA BATHROOMS**

**Document Date: March 2022**

**Project No.: OCCC-0161**  
**OCCC Project No: ITB-OCCC-2022-14**

**Owner:**

Orange County Community College  
SUNY Orange Middletown Campus  
115 South Street  
Middletown, New York 10940

**Prepared By:**

Fusco Engineering & Land Surveying, P.C  
233 East Main Street  
Middletown, New York 10940  
(845) 344-5863

## TABLE OF CONTENTS

	<u>PAGE</u>
I. Advertisement for Bids	I – 01
II. Information for Bidders AIA Document A701 – Instruction to Bidders	II – 01
III. Bid Proposal and Required Forms	III - 01
Statement of Bidder’s Qualifications	III – 02
Bid Bond	III – 03
Non-Collusive Bidding Certification	III – 04
EEO Certification	III – 05
Section 3 Certification	III – 06
MBE/WBE Solicitation Form	III - 07
Certificate of Compliance with Iran Divestment	III – 08
Hold Harmless Statement	III – 09
Equalization	III – 11
Indemnity	III - 12
IV. Notice of Award	IV – 01
V. Notice to Proceed	V – 01
VI. <u>Bonds</u>	
Payment Bond	VI – 01
Performance Bond	VI – 03
VII. Contract	VII – 01
VIII. Change Order	VIII – 01
IX. Certificate of Compliance with Minimum Standards for Accessibility by the Physically Handicapped	IX – 01
X. Certificate of Owners Attorney	X – 01
XI. Payroll Affidavit	XI – 01
XII. Contractor’s Affidavit for Request for Release and/or Final Payment	XII – 01
XIII. Application for Payment	XIII – 01

XIV.	Federal Provisions	XIV – 01
XV.	Federal Wage Determination	XV – 01
XVI.	NYS Department of Labor Wage Determination	XVI – 01
XVII	General Conditions	XVII – 01
XVIII	AIA Document A201	XVIII – 01
XIX	Special Conditions	XIX – 01
XX	Summary of Work	XX – 01
XXI	Application for Payment	XXI – 01
XXII	Project Completion Procedures	XXII – 01
XXIII	Modification Procedures	XXIII – 01
XXIV	Progress Documents and Procedures	XXIV – 01
XXV	Submittals	XXV – 01
XXVI	Product Requirements	XXVI – 01
XXVII	Warranties	XXVII – 01
XXVIII	Project Record Documents	XXVII – 01
XXIX	Technical Specifications	XXIX – 01

Section 02101	Protection of Existing Utilities and Adjacent Structures
Section 024100	Demolition
Section 03400	Concrete Masonry Units (CMU)
Section 040511	Masonry Mortaring and Grouting
Section 054000	Cold Form Metal Frame
Section 061000	Rough Carpentry
Section 062000	Finish Carpentry
Section 079000	Joint Sealers
Section 081113	Hollow Metal Doors and Frames
Section 081400	Flush Wood Doors
Section 081433	Stile and Wood Doors
Section 087100	Door Hardware
Section 087113	Automatic Door Operators

Section 092100	Gypsum Board Assemblies
Section 093000	Tiling
Section 095110	Suspended Acoustical Ceilings
Section 096519	Resilient Tile Flooring
Section 099000	Paints and Coatings
Section 102113	Toilet Compartments
Section 108000	Toilet Accessories
Section 123400	Plastic Laminate Casework and Countertops
Section 10211319	Plastic Toilet Compartments
Section 15000	HVAC Specifications
Section 15060	General Conditions Plumbing
Section 16000	Electrical Specifications
Section 220500	General Description and Scope (P)
Section 220505	General Conditions (P)
Section 220510	Supplemental General Conditions (P)
Section 221116	Water Supply System (P)
Section 221316	Drainage, Waste, and Vent System (P)
Section 221319	Floor Drains
Section 224000	Fixtures and Installation (P)

OWNER

ORANGE COUNTY COMMUNITY COLLEGE  
MIDDLETOWN, NEW YORK 10940

PROJECT

ADA BATHROOM  
ITB-OCCC-2022-14  
PROJECT NO. OCCC-0161

The Owner will receive sealed Bids for the above project until 2:00 PM prevailing time on Thursday April 14, 2022.

All Bids delivered by hand must be delivered at the College's legal billing/physical address to an individual in the Business Office or Purchasing Department at Orange Hall, Room 203, Orange County Community College, 115 South Street, Middletown, New York 10940.

MAILED Bids are sent to: Orange County Community College, Receiving-Horton Hall,  
Attn: Purchasing Dept OH 203, 22 Grandview Avenue, Middletown NY 10940.

Late Bids are not accepted and will be returned, unopened.

The Bid shall include all labor, materials, and equipment.

All bid envelopes must be marked with the Bid Number, Bid Title and Opening Date & Time.

All interested parties are invited to attend the Bid opening. Bids will be publicly opened and read aloud at 2:00 PM prevailing time on Thursday, April 14, 2022, in the Purchasing Department, Orange Hall 203 at Orange County Community College, GPS: 22 Grandview Avenue, Middletown, New York. To enter Orange Hall, park in Lot 1 off Grandview (not Facilities). Enter the building through the brown door on the far right, go up four (4) flights of stairs and you enter the Business Office. Purchasing is to your left in the room with the three windows.

A pre-bid meeting and walk-through is set for Wednesday April 6, 2022, at 10:00 A.M. on site at the Purchasing Department, at which time the bidders can inspect the property and ask any questions. The meeting is not mandatory.

The Bidding Documents may be examined at the following locations:

Orange County Community College	Fusco Engineering and Land Surveying, P.C.
Purchasing Dept, Orange Hall 203	233 East Main Street
115 South Street (legal billing address)	Middletown NY 10940
Middletown NY 10940	

Bona fide Bidders may secure copies of the Bidding Documents from the Purchasing Department, on the following basis:

1. Copies of the Bidding Documents may be obtained upon payment of \$50.00 per

set, by certified check or money order, refundable upon return of in-tact legible plans and specifications, payable to Orange County Community College. Bidding documents can be acquired starting April 14, 2022 at the Purchasing Department at Orange Hall, Room 203, Orange County Community College, 115 South Street, Middletown, New York 10940

MAILING ADDRESS: Orange County Community College, Receiving-Horton Hall, Attn: Purchasing Dept OH203, 22 Grandview Avenue, Middletown, NY 10940. Hours: M-F, 9:00AM – 4:00PM, 845-341-4780/4852 [purchasing@sunyorange.edu](mailto:purchasing@sunyorange.edu).

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 or contractor to provide FedEx number for delivery of plans.

Bid security in the amount of 10% of the Bid must accompany each Bid in accordance with the INSTRUCTIONS TO BIDDERS.

Successful bidder is required to furnish and pay for a Performance Bond and a Payment Bond in amount equal to 100% of his Contract in accordance with the INSTRUCTIONS TO BIDDERS:

No Bidder may withdraw their Bid within 45 days after date of the opening of Bids and the Owner reserves the right to extend another 45 days for a total of 90 days.

The Owner reserves the right to waive irregularities and to reject any and all Bids.

The Owner reserves the right to award any part of this bid and reject the rest.

Contracts for work under this project will obligate the successful bidder and his subcontractors to observe all applicable federal, state and local laws and regulations in accordance with the INSTRUCTIONS TO BIDDERS.

Orange County Community College is an equal opportunity affirmative action employer.

By Agnes Wagner, Comptroller  
Orange County Community College  
Middletown, New York 10940

END OF ADVERTISEMENT FOR BIDS

**SEE SPECIAL CONDITIONS - IMPORTANT**

It is intended to receive bids for the ADA Bathrooms project at Orange County Community College, by Orange County Community College, (OCCC) SUNY Orange Middletown Campus, 115 South Street, Middletown, New York 10940 (845) 341-4600 in accordance with the plans and specifications. .

The project shall include all work under this contract. **Bidder to supply original and one copy of this proposal.**

The bidders are hereby notified that this is a prevailing wage job and all Labor Department requirements are in full effect.

OCCC reserves the right to reject any and all bids not deemed to be in the best interest of OCCC. The prices submitted shall be exclusive of all Federal and State taxes.

Any award shall be subject to the issuance of a purchase order or execution of a contract between the Bidder and OCCC.

OCCC may, by written notice to vendor effective upon mailing, terminate this agreement in whole or in part at any time for,

1. OCCC convenience,
2. Upon the failure of the vendor to comply with any of the terms or conditions of this agreement, or
3. Upon vendor becoming insolvent or bankrupt.

All proposals shall be submitted complete with Notice to Bidders, Specifications and Information to Bidders, Proposal and Non-Collusive Bidding Certification pages. Each bid shall be properly executed and signed by the bidder. Unsigned bids will be rejected. Bids must be submitted to this office by the date and time indicated.

**NO LATE BIDS WILL BE ACCEPTED – NO EXCEPTIONS.****ALL RFIs MUST BE SUBMITTED – IN WRITING – TO THE ENGINEER NOT LESS THAN 72 HOURS PRIOR TO BID OPENING**

Bidders must carry general liability insurance in the amount of \$1,000,000.00 for any one person or property claim, and \$3,000,000 for any one accident, and must be submitted by the successful bidder naming OCCC as additional insured.

Workers Compensation insurance certificate must be submitted by the successful bidder. All Labor Department regulations must be complied with for a prevailing wage job.

A bid bond of 10% of the price bid shall be submitted with the bid. The successful bidder shall provide a 100% performance bond and payment bond. The OWNER shall retain five (5%) percent of the amount of each payment until final completion and acceptance of all WORK covered by the CONTRACT DOCUMENTS in addition to an amount necessary to satisfy any claims, liens or judgments against the CONTRACTOR which have not been suitably discharged.

A pre-bid meeting and walk-through is set for Wednesday April 6, 2022 at 10:00 A.M. on site, at which time the bidders can inspect the property and ask any questions. The meeting is **not** mandatory.

Questions should be addressed to Alfred A. Fusco, Jr., P.E., Fusco Engineering & Land Surveying, P.C, 233 East Main Street, Middletown, New York (845) 344-5863. RFI's must be submitted in writing and must be submitted prior to 72 hours before bid opening. No RFIs will be accepted after said time.

The Contractor should acquaint himself with the Requirements of the New York State Department of Labor Industrial Code Rule No. 53, Dated April 1, 1975. The number for the Underground Facilities Protective Organization is 1-800-962-7962.

Note: As of July 18, 2008, the New York State Labor Law requires that all laborers, workers and mechanics on public projects complete an OSHA 10 hour Construction Outreach Program. This requires that all public works projects of at least two hundred and fifty thousand (\$250,000.00) dollars in total cost must specify and require that the covered employees have successfully completed the OSHA 10 hour program.

**WHEREVER ARCHITECT IS MENTIONED IN THIS BID PACKAGE, IT SHALL MEAN ENGINEER. THERE IS NO ARCHITECTURE ON THIS PROJECT. ALL DESIGN WORK IS ENGINEERING DESIGN.**

**Bidders are to submit original and one (1) copy of the bid format Proposal, Bid Bond, References, and Non-Collusion.**

**INSTRUCTIONS TO BIDDERS**

**AIA DOCUMENTS A 701**



# AIA<sup>®</sup> Document A701<sup>™</sup> – 1997

## *Instructions to Bidders*

for the following PROJECT:

THE OWNER:

THE ARCHITECT:

*(Name and address):*

Fusco Engineering, P.C.  
233 East Main Street  
Middletown, NY 10940

### TABLE OF ARTICLES

- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
- 4 BIDDING PROCEDURES
- 5 CONSIDERATION OF BIDS
- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

### § 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

### § 3.3 SUBSTITUTIONS

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

### § 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

## ARTICLE 4 BIDDING PROCEDURES

### § 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

#### § 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

#### § 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

#### § 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the

signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

## **ARTICLE 5 CONSIDERATION OF BIDS**

### **§ 5.1 OPENING OF BIDS**

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

### **§ 5.2 REJECTION OF BIDS**

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

### **§ 5.3 ACCEPTANCE OF BID (AWARD)**

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## **ARTICLE 6 POST-BID INFORMATION**

### **§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT**

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

### **§ 6.2 OWNER'S FINANCIAL CAPABILITY**

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

### **§ 6.3 SUBMITTALS**

§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the

Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

## **ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

### **§ 7.1 BOND REQUIREMENTS**

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

### **§ 7.2 TIME OF DELIVERY AND FORM OF BONDS**

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

## **ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

## **Additions and Deletions Report for** **AIA<sup>®</sup> Document A701<sup>™</sup> – 1997**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:35:18 on 05/19/2005.

**PAGE 1**

~~(Name and location or address):~~

...

~~(Name and address):~~

Middletown, NY 10940

...

Fusco Engineering, P.C.

...

233 East Main Street

...

Middletown, NY 10940

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:35:18 on 05/19/2005 under Order No. 1000176950\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 1997 - Instructions to Bidders, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

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

\_\_\_\_\_  
*(Dated)*

## SECTION 00120 - MODIFICATIONS TO INSTRUCTIONS TO BIDDERS

## GENERAL

- A. AIA Document A701, 1987 Edition, "Instructions To Bidders", and its provisions, shall be considered an incorporated portion of Contract, unless specifically indicated to be omitted.
- B. Where any Article of AIA Document A701, 1987 Edition, is modified by alteration, addition or deletion, provisions of such Article shall remain in effect. All modifications shall be considered as added thereto. Where any such Article is amended, voided or superceded thereby, provisions of such Article not so specifically amended, voided or superceded shall remain in effect.

## ARTICLE 1: DEFINITIONS

- A. To paragraph 1.6 add the following: "For additional requirements refer to Specification Section 01030-ALTERNATES."
- B. Add paragraph 1.10 as follows: "Where the term Architect or Engineer appears in the Documents, same refers to Fusco Engineering & Land Surveying, PC."
- C. All paragraph 1.11 as follows: "For the purpose of the Documents, where the term Contractor appears in the Documents, same refers to the successful Contractor."

## ARTICLE 2: BIDDER'S REPRESENTATIONS

- A. No modifications.

## ARTICLE 3: BIDDING DOCUMENTS

## 3.1 COPIES

- A. To subparagraph 3.1.1 delete the second sentence and replace with the following: "The deposit is non-refundable".
- B. To subparagraph 3.1.1 – delete subparagraph
- C. Add subparagraph 3.1.5 as follows: "Drawings and Project Manuals may be examined at Orange County Community College, 115 South Street, Middletown, New York 10940.

## 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- A. Delete subparagraph 3.2.1 in its entirety. Add the following subparagraphs:
  - 3.2.1 It is the responsibility of each Bidder before submitting a Bid:
    - 3.2.1.1 To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below);
    - 3.2.1.2 To visit the site to become familiar with and satisfy Bidder as to the general, local

and site conditions that may affect cost, progress, performance or furnishings of the Work;

- 3.2.1.3 To consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
- 3.2.1.4 To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and
- 3.2.1.5 To promptly notify Engineer in writing of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

- B. Add subparagraph 3.2.4 as follows: "In the absence of an interpretation by the Architect or Engineer, should the Drawings disagree in themselves or with the Specifications, the better quality, the more costly or the greater quantity of work or materials shall be estimated upon, and unless otherwise ordered, shall be furnished."
- C. Add subparagraph 3.2.5 as follows: Communications regarding the Contract Documents shall be directed in writing to Fusco Engineering & Land Surveying, PC, 233 East Main Street, Middletown, New York 10940; (845) 344-5863.

### 3.3 SUBSTITUTIONS

- A. To subparagraph 3.3.4 add the following: "The procedure for review and approval of Substitutions is described in Article 3.12.8 of the Modifications to General Conditions.
- B. Add subparagraph 3.3.5 as follows: "In the Specifications, two or more kinds, types, brands, or manufacturers or materials are named, are regarded as the required standard of quality, and are presumed to be equal. The Contractor may select one of these items or, if the Contractor desires to use any kind, type, brand, manufacturer or material other than those named in the Specification, he shall indicate in writing, when requested, and prior to the award of Contract, what kind, type, brand or manufacturer is included in the Base Bid for the specified item."

### 3.4 ADDENDA

- A. To subparagraph 3.4.1 add the following: "All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether or not received by the Bidders."
- B. To subparagraph 3.4.3 delete this paragraph and replace with the following: "No Addenda will be issued later than two (2) working days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids."

### ADD "3.5 EXISTING SITE CONDITIONS"

- 3.5 Reference is made to the Modifications to General Conditions for identification of:
  - 3.5.1 Those reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by Engineer in preparation of the Contract

Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.

- 3.5.2 Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site.

#### ARTICLE 4: BIDDING PROCEDURE

##### 4.2 BID SECURITY

- A. Add subparagraph 4.2.4 as follows: "Bids shall be accompanied by a Bid Security of not less than ten percent (10%) of the amount of the Bid. Such Bid Security shall be submitted in the form of a Bid Bond or a Certified Check made payable to the Owner, cash or letter of credit. The submission shall be made with the understanding that the Bid Security shall guarantee that the Bidder will not withdraw his Bid for a period of forty-five (45) days after the scheduled closing time for the receipt of Bids; and that if his Bid is accepted will enter into a formal contract with the Owner in accordance with the Form of Agreement; and that the required Performance and Payment Bonds will be given; and that in the event of the withdrawal of said Bid within the said period or the failure to enter into said Contract and give said Bonds within ten (10) days after he has received notice of the acceptance of his Bid, the Bidder shall be liable to the Owner for the full amount of the Bid Guarantee as representing the damage to the Owner as a result of the default of the Bidder in any particular hereof.
- B. Add subparagraph 4.2.5 as follows: "The Bid Securities shall be returned to all except the three (3) lowest Bidders within three (3) days after the formal opening of bids. The remaining Bid Securities will be returned to the three (3) lowest Bidders within forty-eight (48) hours after the Owner and the accepted Bidder have executed the Contract and the executed Performance and Payment Bonds have been approved by the Owner. If the required Contract and Bonds have not been executed within forty-five (45) days after the date of the opening of Bids, then the Bond of any Bidder will be returned upon his request provided he has not been notified of acceptance of his Bid prior to the date of such request.

##### 4.4 MODIFICATION OR WITHDRAWAL OF BIDS

- A. Delete subparagraph 4.4.1 as written and replace with the following: "A Bid may not be withdrawn, modified or canceled for a period of forty-five (45) days after the scheduled closing time for the receipt of Bids, and each Bidder so agrees in submitting a Bid."

#### ARTICLE 5: CONSIDERATION OF BIDS

##### 5.3 ACCEPTANCE OF BID (AWARD)

- A. To subparagraph 5.3.1 add the following: "The Owner may consider informal any Bid not

prepared and submitted in accordance with all provisions of the Bidding Documents.

## ARTICLE 6: POST-BID INFORMATION

### 6.3 SUBMITTALS

- A. Add subparagraph 6.3.5 as follows: "For additional requirements refer to General Conditions AIA A201, paragraph 5.2 AWARD OF SUBCONTRACTORS & OTHER CONTRACTS FOR PORTIONS OF THE WORK."

## ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

### 7.2 TIME OF DELIVERY AND FORM OF BONDS

- A. To subparagraph 7.2.1 delete the first sentence and replace with the following: "The successful Bidder shall deliver the required bonds to the Owner simultaneously with the executed Contract."
- B. To subparagraph 7.2.2 add the following: "The Performance and Payment Bonds shall have as surety thereunder such surety company or companies as are acceptable to Treasury Department of the United States on Bonds given to the United States Government, and are authorized to do business in the State of New York. Premium on such Bonds shall be included in the Bid."

## ARTICLE 8: FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

- A. No Modifications.

## ADD "ARTICLE 9: SUPPLEMENTARY INSTRUCTIONS"

### Add "9.1 EXECUTION OF CONTRACT"

- A. Add subparagraph 9.1.1 as follows: "Successful Bidder shall, within ten (10) days after notification of him that the Contract is ready for execution, execute in triplicate and deliver to Owner all executed counterparts of Contract in form set forth in the Contract Documents."
- B. Add subparagraph 9.1.2 as follows: "Upon request by Owner, successful Bidder shall, if corporation or an unincorporated association, file Certificate, evidencing fact that it is authorized to do business in the State of New York or if conducting business under Assumed Name, file County Clerk's Certificate, evidencing filing with such Clerk of Certificate to conduct business under such Assumed Name, and/or if conducting business as Partnership, file County Clerk's Certificate, evidencing filing with such Clerk of Certificate of Partnership."
- C. Add subparagraph 9.1.3 as follows: "Simultaneously with their delivery of executed Contract, successful Bidders shall deliver copies of Certificate of Insurance (AIA Form G705, 1978) for insurance specified in the Contract Documents."

## Add "9.2 UNIT PRICES"

- A. Add subparagraph 9.2.1 as follows: "In accepting Proposal, Owner may reject and, some or all Unit Prices quoted by the successful Bidders. All Unit Prices accepted by the Owner shall remain binding and irrevocable for entire period of Contract, irrespective of actual amounts of Work ordered under such Unit Prices. Rejected Unit Prices will be negotiated between the owner and the successful Bidders.
- B. Add subparagraph 9.2.2 as follows: "Schedule of Unit Prices submitted in Bidder's proposal as adjusted and accepted by Owner will be used as basis for computing "additions to" and/or "deductions from" Contract Price for "Extra Work" and for Work countermanded, reduced or omitted, or awarded as separate Contracts, as may subsequently be provided for in the Contract Agreement." The Town reserves the right to increase or decrease the unit quantities in the best interest of the Town.

## Add "9.3 APPLICABLE STATE AND COUNTY SALES TAX"

- A. Add subparagraph 9.3.1 as follows: "New York State & County Taxes: The owner has stated that all materials supplied in connection with requirements of Work of this Contract are not subject to application of such Sales Taxes. Should such Sales Taxes be imposed, Owner agrees that Contract Sum shall be increased by full amount of all such taxes."

END OF SECTION

**ADA BATHROOMS**

1.01 GENERAL

Pursuant to, and in compliance with, your Invitation to Bidders and the Information to Bidders relative thereto and all of the Contract Documents, including any Addenda issued by the Engineer and mailed to the undersigned prior to the opening of Bids, whether received by the undersigned or not, we hereby propose to furnish all labor, materials and equipment the ADA Bathroom project, at Orange County Community College, 115 South Street, Middletown, New York 10940 all to the satisfaction and approval of the Architect/Engineer and the Owner in accordance with the terms and conditions of the plans and Contract Documents for Lump Sum of:

VENDOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

**BASE BID**

TOTAL LUMP SUM BASE BID AMOUNT **WRITTEN IN WORDS:**

\_\_\_\_\_ Dollars

and \_\_\_\_\_ Cents

TOTAL LUMP SUM BASE BID AMOUNT IN FIGURES: \$ \_\_\_\_\_

**ADD ALTERNATE #1 - Sewer Pipe Replacment in George Shepard 1<sup>st</sup> floor bathroom – Room 350**

TOTAL LUMP SUM BASE BID AMOUNT **WRITTEN IN WORDS:**

\_\_\_\_\_ Dollars

and \_\_\_\_\_ Cents

TOTAL LUMP SUM BASE BID AMOUNT IN FIGURES: \$ \_\_\_\_\_

**ADD ALTERNATE #2 - ADA bathroom 1<sup>st</sup> floor of Bio-Tech Building**

TOTAL LUMP SUM BASE BID AMOUNT WRITTEN IN WORDS:

\_\_\_\_\_ Dollars  
and \_\_\_\_\_ Cents

TOTAL LUMP SUM BASE BID AMOUNT IN FIGURES: \$ \_\_\_\_\_

**ADD ALTERNATE #1 - ADA bathroom 3<sup>rd</sup> floor of Bio-Tech Building**

TOTAL LUMP SUM BASE BID AMOUNT WRITTEN IN WORDS:

\_\_\_\_\_ Dollars  
and \_\_\_\_\_ Cents

TOTAL LUMP SUM BASE BID AMOUNT IN FIGURES: \$ \_\_\_\_\_

1.02 TIME OF COMPLETION

- A. It is agreed by the undersigned that after receipt of a Notice of Award and a consummation of a Contract Agreement in accord with the terms of the Contract Documents, he will start work within ten (10) consecutive calendar days of this notice to proceed and fully complete the work within sixty (90) days, schedule to be approved by engineer.
- B. Liquidated Damages. Orange County Community College and CONTRACTOR recognize that time is of the essence of this Agreement and that Orange County Community College will suffer financial loss if the Work is not completed within the time specified in Paragraph A above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Orange County Community College if the Work is not completed on time. Accordingly, instead of requiring any such proof, Orange County Community College and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall apply Orange County Community College Three Hundred Dollars (\$300.00) for each day that expires after time specified in Paragraph 1.02A.

1.03 BID SECURITY

- A. Attached hereto is a Bid Bond in the amount of ten percent (10%) of the Base Bid.

1.04 CHANGE ORDERS

- A. We propose and agree that the above lump sum shall be adjusted for changes in the Contract Work not included in unit prices by addition of the following costs:
1. Profit and overhead for all work performed by the Contractor - 15%.
  2. Profit and overhead allowed to the Contractor for work done by their Subcontractors - 7%.

1.05 NON-COLLUSIVE BIDDING CERTIFICATION

- A. Statement of Non-Collusion in Bids and Proposal to Political Subdivision of the State:

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

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

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

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

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

- 1) Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule,

FORM OF PROPOSAL

00300-4

regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

\_\_\_\_\_  
SIGNATURE OF BIDDER

Resolved that \_\_\_\_\_  
(Name of Individual)

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 One Hundred Three (d) (103d) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or mis-statements 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 by

Corporation at a meeting of its Board of Directors held on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
(SEAL OF THE CORPORATION)

\_\_\_\_\_  
Secretary

1.06 ACCEPTANCE

A. When this Proposal is accepted, the undersigned agrees to enter into a Contract with the Owner as provided in the Form of Agreement.

1.07 AFFIRMS

A. The undersigned affirms and agrees that this Proposal is a firm one which remains in effect and will be irrevocable for a period of forty-five (45) days after opening of Bids.

1.08 TYPE OF BUSINESS

A. The undersigned hereby represents that it is a \_\_\_\_\_ (Corporation, Partnership, or an Individual). If a Corporation, then the undersigned further represents that it is duly qualified as a Corporation under the laws of New York State and it is authorized to do business in this State.

1.09 PLACE OF BUSINESS

A. The following is the name and address of the person to whom all notices required in connection with this Proposal may be telephoned, mailed, or delivered.

FORM OF PROPOSAL

00300-5

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

1.10 EXECUTION OF CONTRACT

- A. When written Notice of Acceptance of the Proposal is mailed or delivered to the undersigned within sixty (60) days after the opening of Bids, or anytime thereafter should the Proposal not be withdrawn, the undersigned, within ten (10) days, will execute the Form of Agreement with the Owner.

FORM OF PROPOSAL

00300-6

1.11 ADDENDA

A. Any addenda issued by the Architect and mailed or delivered to the undersigned prior to the Bid opening date shall become part of the Contract Documents. The Bidder shall enter on this list any addenda issued after this Form of Proposal has been received and shall fill in the addenda number and date.

Addendum # \_\_\_\_\_ Dated: \_\_\_\_\_

1.12 ASBESTOS

A. The bidder certifies that no asbestos or asbestos-containing materials will be incorporated into the Work of this Contract.

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

Legal Name of Person  
Partnership or Corporation

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

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

NOTE: The EQUALIZATION (SECTION 00400), INDEMNITY CLAUSE (SECTION 00410) and REFERENCE FORM (SECTION 00420) must be completely filled out and submitted as part of the FORM OF PROPOSAL.

## SECTION 00301-1 STATEMENT OF NON-COLLUSION

ORANGE COUNTY COMMUNITY COLLEGE  
115 SOUTH STREET  
MIDDLETOWN, NEW YORK 10940

BY SUBMISSION OF THIS BID, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto, certifies as to its own organization under penalty of perjury that to the best of 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 bidder, with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
- (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;
- (4) The person signing this bid certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;
- (5) That attached hereto (if corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signator of this bid on behalf of the corporate bidder.

The foregoing statement has been read and subscribed by the undersigned bidder and is hereby affirmed as true under the penalties of perjury.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name/Title)

DATED: \_\_\_\_\_

**EQUALIZATION:**

Specifications for all items requested "or equal" are understood to apply where a brand name, trade name, catalog reference, or patented commodity is reference. References to such specific commodities are intended as descriptive and not restrictive. Comparable products will be considered if proof of comparability is provided, including appropriate catalog excerpts, descriptive literature, specifications and list data, etc. The purchasing agent's decision as to the acceptance of the product as equal will be final. Refer to item 3.3 of section 00120 "Modifications to Instructions to Bidders" for additional information.

---

Officer of Company (Signature)

---

Date

---

Company Name

---

Telephone

---

---

---

Address

---

ORANGE COUNTY COMMUNITY COLLEGE  
115 SOUTH STREET  
MIDDLETOWN, NEW YORK 10940

**INDEMNITY CLAUSE**

The contractor shall indemnify and save harmless the owner against all claims on account of injury, loss or damage arising or alleged to arise out of or in connection with the performance of the work, including all expenses incurred by the owner in the defense, settlement or satisfaction thereof including expenses of attorney.

\_\_\_\_\_  
Officer of Company (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Address

ADA BATHROOMS  
ORANGE COUNTY COMMUNITY COLLEGE  
115 SOUTH STREET  
MIDDLETOWN, NEW YORK 10940

REFERENCE FORM

All bidders will be required to complete this form providing three references of past performance. References should involve projects and/or service situations of similar size and scope to this bid. References must have had dealings with the Bidder within the last thirty-six (36) months. The Owner reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the Bidder before the actual award of the bid and/or contract. Completion of the reference form is required.

BIDDER'S NAME: \_\_\_\_\_

DATE FILED: \_\_\_\_\_

OFFICER'S NAME: \_\_\_\_\_

REFERENCE'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

REFERENCE'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

REFERENCE FORM

00420-2

REFERENCE'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

REFERENCE'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

## Application and Certificate for Payment

TO OWNER: PROJECT: APPLICATION NO: DISTRIBUTION TO:

PERIOD TO: OWNER

CONTRACT FOR: ARCHITECT

CONTRACT DATE: CONTRACTOR

PROJECT NOS: / / FIELD

OTHER

FROM CONTRACTOR: VIA ARCHITECT:

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$
2. Net change by Change Orders ..... \$
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$
5. RETAINAGE:
  - a. % of Completed Work (Column D + E on G703) \$
  - b. % of Stored Material (Column F on G703) \$

Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$
6. TOTAL EARNED LESS RETAINAGE ..... \$  
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$  
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE ..... \$
9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 less Line 6) \$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this Month	\$	\$
<b>TOTALS</b>	\$	\$
NET CHANGES by Change Order	\$	\$

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

AIA Document G702™ - 1992. Copyright © 1953, 1963, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. **WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** By: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

- Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

# AIA<sup>®</sup> Document G703<sup>™</sup> - 1992

## Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:  
 APPLICATION DATE:  
 PERIOD TO:  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

AIA Document G703<sup>™</sup> - 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

-----

**AFFIDAVIT TO BE SUBMITTED EACH WEEK  
BY THE CONTRACTOR**

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

:SS

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

I, \_\_\_\_\_ (Name of party signing affidavit)  
\_\_\_\_\_, (Title), being duly sworn, do depose and say: That I pay or supervise the payment of the  
persons employed by \_\_\_\_\_ (Contractor or Subcontractor) on the  
\_\_\_\_\_, (Building or Work): that during the payroll period commencing on the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that no rebates have been or will be made either directly  
or indirectly to or on behalf of said \_\_\_\_\_ (Contractor or Subcontractor) from the full  
weekly wages earned by any person and that no deductions have been either directly or indirectly  
taken from the full weekly wages earned by any person, other than permissible deductions, as defined  
in the regulations under the Copeland "Kick-back" Act (48 Stat. 948) and described below:

(Paragraph describing deductions, if any)

\_\_\_\_\_  
**Signature and Title**

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

-----  
**CHANGE ORDER**

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

PROJECT \_\_\_\_\_

DATE OF ISSUANCE \_\_\_\_\_

EFFECTIVE DATE \_\_\_\_\_

**OWNER**

OWNER's Contractor No. \_\_\_\_\_

**CONTRACTOR**

**ENGINEER** \_\_\_\_\_

You are directed to make the following changes in the Contract Documents.

Description: \_\_\_\_\_

Reason for Change Order: \_\_\_\_\_

Attachments: (List documents supporting change) \_\_\_\_\_

<b>CHANGE IN CONTRACT PRICE:</b> Original Contract Price  \$ _____	<b>CHANGE IN CONTRACT TIMES:</b> Original Contract Times  Substantial Completion: Ready for final payment:  _____ days
Net changes from previous Change Orders No. to No.  \$ _____	Net change from previous Change Orders No. to No.  _____ days
Contract Price prior to this Change Order  \$ _____	Contract Times prior to this Change Order  Substantial Completion: Ready for final payment:  _____ days
Net Increase (decrease) of this Change Order  \$ _____	Net Increase (decrease) of this Change Order  _____ days
Contract Price with all approved Change Orders  \$ _____	Contract Times with all approved Change Orders  Substantial Completion: Ready for final payment:  _____ days or dates

**RECOMMENDED:**

**ACCEPTED:**

**APPROVED:**

By: \_\_\_\_\_  
Engineer (Authorized Signature)

By: \_\_\_\_\_  
Contractor (Authorized Signature)

By: \_\_\_\_\_  
Owner (Authorized Signature)

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

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

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

# CERTIFICATE OF SUBSTANTIAL COMPLETION

AIA DOCUMENT G704

Distribution to:

- OWNER
- ARCHITECT
- CONTRACTOR
- FIELD
- OTHER

PROJECT:  
(name, address)

ARCHITECT:

ARCHITECT'S PROJECT NUMBER:

TO (Owner):

┌

CONTRACTOR:

└

CONTRACT FOR:

└

DATE OF ISSUANCE:

┌

CONTRACT DATE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

## DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect, is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

\_\_\_\_\_  
ARCHITECT BY \_\_\_\_\_ DATE \_\_\_\_\_

The Contractor will complete or correct the Work on the list of items attached hereto within \_\_\_\_\_ days from the above Date of Substantial Completion.

\_\_\_\_\_  
CONTRACTOR BY \_\_\_\_\_ DATE \_\_\_\_\_

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at \_\_\_\_\_ (time) on \_\_\_\_\_ (date).

\_\_\_\_\_  
OWNER BY \_\_\_\_\_ DATE \_\_\_\_\_

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note—Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage. Contractor shall secure consent of surety company, if any.)

-----  
From the date of Substantial Completion the responsibilities between Owner and Contractor for security, safety, maintenance, insurance, and warranties and guarantees shall be as follows:

**RESPONSIBILITIES:**

**CONTRACTOR:** Responsible to complete all work, perform repairs and corrections, and for security, safety, maintenance, contract closeout requirements, insurance and warranties and one (1) year guarantee pertaining to the contract work.

---

**RECOMMENDED:**

**ACCEPTED:**

**APPROVED:**

By: \_\_\_\_\_  
Engineer (Authorized Signature)

By: \_\_\_\_\_  
Contractor (Authorized Signature)

By: \_\_\_\_\_  
Owner (Authorized Signature)

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

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

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

**CONTRACTOR'S  
AFFIDAVIT OF  
RELEASE OF LIENS**

AIA DOCUMENT G706A

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

TO (Owner)

ARCHITECT'S PROJECT NO.

CONTRACT FOR:

CONTRACT DATE:

PROJECT:

(name, address)

State of:

County of:

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

**CONTRACTOR:**

Address:

BY:

Subscribed and sworn to before me this  
day of

Notary Public:

My Commission Expires:

**CONTRACTOR'S AFFIDAVIT OF  
PAYMENT OF DEBTS AND CLAIMS**  
AIA DOCUMENT G706 - ELECTRONIC FORMAT

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D40.*

TO OWNER:  
*(Name and address)*

ARCHITECT'S PROJECT NO.:

PROJECT:  
*(Name and address)*

CONTRACT FOR:

CONTRACT DATED:

STATE OF:  
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

CONTRACTOR:  
*(Name and address)*

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate attachment:  yes  no

*The following supporting documents should be attached hereto if required by the Owner:*

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

BY: \_\_\_\_\_  
*(Signature of authorized representative)*

\_\_\_\_\_  
*(Printed name and title)*

Subscribed and sworn to before me on this date:

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

My Commission Expires: \_\_\_\_\_

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**  
AIA DOCUMENT G707

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

PROJECT:  
(name, address)

TO (Owner)

ARCHITECT'S PROJECT NO:  
CONTRACT FOR:

CONTRACTOR:

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety Company)

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not  
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ .

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

Attest:  
(Seal):

**AIA** CAUTION: You should sign an original AIA document which has this caution printed in red.  
An original assures that changes will not be obscured as may occur when documents are reproduced.

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND  
CLAIMS, Current Edition

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between ORANGE COUNTY COMMUNITY COLLEGE, MIDDLETOWN, NEW YORK, hereinafter called "OWNER" and \_\_\_\_\_, doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The "PROJECT" means the Orange County Community College – ADA BATHROOMS project described in the CONTRACT DOCUMENTS.
2. The "WORK" shall be in accord with and as required by the CONTRACT DOCUMENTS.
3. The CONTRACTOR will commence the WORK within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 90 calendar days unless the period for completion is extended in accord with the CONTRACT DOCUMENTS. CONTRACTOR further agrees to pay as liquidated damages, as provided in Section 15 of the General Conditions, the sum of \$300.00 for each consecutive calendar day after the Scheduled Completion Date until the PROJECT is fully completed.
4. The CONTRACTOR agrees to perform all of the WORK and comply with the terms therein for the sum of \$ \_\_\_\_\_ or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) ADVERTISEMENT FOR BIDS
  - (B) INFORMATION FOR BIDDERS
  - (C) BID
  - (D) BID BOND
  - (E) NOTICE OF AWARD

- (F) PAYMENT BOND
- (G) PERFORMANCE BOND
- (H) AGREEMENT
- (I) NOTICE TO PROCEED
- (J) APPLICATION FOR PAYMENT
- (K) CHANGE ORDER
- (L) GENERAL CONDITIONS
- (M) MINORITY AND WOMENS BUSINESS ENTERPRISES
- (N) SUPPLEMENTAL GENERAL CONDITIONS
- (O) SPECIFICATIONS prepared or issued by FUSCO ENGINEERING & LAND SURVEYING, P.C., dated \_\_\_\_\_.
- (P) ADDENDA
  - No. \_\_\_\_\_, dated \_\_\_\_\_
  - No. \_\_\_\_\_, dated \_\_\_\_\_

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in quadruplicate each of which shall be deemed an original on the date first above written.

OWNER: Orange County Community College

115 South Street

Middletown, New York 10940

BY: \_\_\_\_\_

NAME: \_\_\_\_\_ (Please Type)

Title: \_\_\_\_\_ (SEAL)

ATTEST:

Name \_\_\_\_\_ (Please Type)

Title \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_ (Please Type)

Title: \_\_\_\_\_ (SEAL)

ATTEST:

Name \_\_\_\_\_ (Please Type)

Title \_\_\_\_\_

**NOTICE OF AWARD**

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

**PROJECT DESCRIPTION: ADA BATHROOMS**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated \_\_\_\_\_ and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_  
\_\_\_\_\_. You are required by the Information for Bidders to execute the Agreement and furnish the

required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND, and CERTIFICATE OF INSURANCE within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_ day of \_\_\_\_\_.

**ORANGE COUNTY COMMUNITY COLLEGE**

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

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

**ACCEPTANCE OF NOTICE**

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_(Contractor's Name)

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

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

NOTICE TO PROCEED

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

PROJECT: ADA BATHROOMS

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_  
\_\_\_\_\_, on or before \_\_\_\_\_, and you are to complete the WORK within \_\_\_\_\_  
consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_  
\_\_\_\_\_.

Orange County Community College

OWNER

BY: \_\_\_\_\_

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

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_(Contractor's Name)

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

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

**PAYMENT BOND CONTRACT**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_ (name of Contractor)

\_\_\_\_\_, hereinafter called Principal,

\_\_\_\_\_ (name of Surety)

\_\_\_\_\_ (address of Surety)

hereinafter called Surety, are held and firmly bound unto Orange County Community College, (Owner)

115 South Street, Middletown, New York 10940 (address of Owner),

hereinafter called OWNER, in the penal sum of \_\_\_\_\_

\_\_\_\_\_ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, (the CONTRACT) a copy of which is hereto attached and made a part hereof for the re-construction of:

Orange County Community College ADA Bathrooms

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such CONTRACT, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it done hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal)Secretary

By \_\_\_\_\_ (s)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST:

\_\_\_\_\_  
(Surety)Secretary

(SEAL)

\_\_\_\_\_  
(Witness as to Surety)

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

NOTE: If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_ (name of Contractor)

\_\_\_\_\_, hereinafter called Principal,

\_\_\_\_\_ (name of Surety)

\_\_\_\_\_ (address of Surety)

hereinafter called Surety, are held and firmly bound unto Orange County Community College, (Owner)

115 South Street, Middletown, New York 10940 (address of Owner),

hereinafter called OWNER, in the penal sum of \_\_\_\_\_

\_\_\_\_\_ in lawful money of the United States, for the payment of which sum

well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, (the CONTRACT) a copy of which is hereto attached and made a part hereof for the re-construction of:

Orange County Community College ADA Bathrooms

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said CONTRACT during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guarantee period, and if he shall satisfy all claims and demands incurred under such CONTRACT, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it done hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal)Secretary

By \_\_\_\_\_(s)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Surety)

ATTEST:

\_\_\_\_\_  
(Surety)Secretary

(SEAL)

\_\_\_\_\_  
(Witness as to Surety)

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_

NOTE: If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

---

## GENERAL CONDITIONS

1. Definitions
2. Additional Instructions & Detail Drawings
3. Schedules, Reports & Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection & Testing
8. Equivalents
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property & Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in the Contract Price or Time
15. Time for Completion & Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination & Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnifications
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Lands and Rights-of-Way
29. Guarantee
30. Taxes
31. Jurisdiction
32. Contract and Contract Documents
33. Acquisition of Plans and Specifications by Contractor
34. Quantities and Estimates
35. Contractor's Claim for Damage
36. Required Provisions Deemed Inserted
37. No Escalation Allowance for Labor or Material
38. Laws and Regulations
39. Sanitary Precautions
40. Extension of Time: No Waiver
41. Waiver
42. Legal Address of Contractor
43. Weather Conditions
44. Certificate of Completion
45. Right to Operate
46. Mutual Responsibility of Contractors
47. Responsibility for Work
48. Money to be Retained
49. Money for Repairs
50. Anti-Kickback Provisions and Wage Rates
51. Access to Work
52. Inspection
53. Requirements of NYS Department of Labor, Industrial Codes No. 23 and 53

### 1. DEFINITIONS

- 1.1 Whenever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.
- 1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.4 BIDDER - Any person, firm or corporation submitting a BID for the WORK.
- 1.5 BONDS - The word BONDS shall mean the Bid, Performance, and Payment Bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.
- 1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- 1.7 CONTRACT DOCUMENTS - The contract, including Advertisement for Bids, Information For Bidders, BID, Bid Bond, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS and ADDENDA.

- 
- 1.8 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.9 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.10 CONTRACTOR - The person, firm or corporation with whom the OWNER has executed the Agreement.
- 1.11 DRAWINGS - The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1.12 ENGINEER - The word ENGINEER shall mean Fusco Engineering & Land Surveying, P.C. of Middletown, New York, or Engineer appointed by the OWNER in writing, acting either directly or through an authorized representative.
- 1.13 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.14 NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.
- 1.15 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.
- 1.16 OWNER - The word OWNER shall mean the Orange County Community College.
- 1.17 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.18 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.
- 1.19 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.20 SITE - The specific area adjacent to and the area upon which the WORK is being performed.
- 1.21 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.22 SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1.23 SUBSTANTIAL COMPLETION - The date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.
- 1.24 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing

-----

prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.

- 1.25 SUPPLIER - The word SUPPLIER shall mean any person, material man or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- 1.26 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.27 WRITTEN NOTICE - Any notice to any party to the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

## 2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

- 2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.
- 2.2 The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

## 3. SCHEDULES, REPORTS AND RECORDS

- 3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.
- 3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and, as applicable:
  - 3.2.1 At least ten (10) days prior to preparation of the first estimate of payment, the CONTRACTOR shall provide a complete breakdown of the cost of lump sum items in the Bid in such a manner that the breakdown may be used as a basis for estimating the value of the work completed to the end of any month. The extent and basis of the breakdown shall meet the ENGINEER'S approval.
  - 3.2.2 The dates at which special detail drawings will be required.
  - 3.2.3 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- 3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

## 4. DRAWINGS AND SPECIFICATIONS

- 4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work

-----

necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.1.1 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER, in accordance with an agreed upon schedule of SHOP DRAWING submissions, six (6) copies of all SHOP DRAWINGS, which shall have been checked by and stamped with the approval of the CONTRACTOR and identified as the ENGINEER may require. The data shown on the SHOP DRAWINGS will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

5.1.2 The CONTRACTOR will also submit to the ENGINEER for approval, with such promptness as to cause no delay in WORK, all samples required by the CONTRACT DOCUMENTS.

5.1.3 At the time of each submission, the CONTRACTOR will, in writing, call the ENGINEER'S attention to any deviations that the SHOP DRAWINGS or samples may have from the requirements of the CONTRACT DOCUMENTS.

5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.2.1 The ENGINEER will review with reasonable promptness SHOP DRAWINGS and samples, but his review shall only be for conformance with the design concept of the PROJECT and for compliance with the information given in the CONTRACT DOCUMENTS. The Contractor will make any corrections required by the ENGINEER and will return the required number of corrected copies of SHOP DRAWINGS and resubmit new samples, if necessary. The CONTRACTOR shall direct specific attention, in writing or on resubmitted SHOP DRAWINGS, to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any SHOP DRAWINGS or samples shall constitute a representation to the OWNER and the ENGINEER that the CONTRACTOR has determined and verified all quantities, dimensions, field construction criteria, materials, catalogs numbers and similar data, that he assumes full responsibility for doing so, and that he has reviewed or coordinated each SHOP DRAWING or sample with the requirements of the WORK and the CONTRACT DOCUMENTS.

- 
- 5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. MATERIALS, SERVICES AND FACILITIES

- 6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.
- 6.1.1 Any work necessary to be performed after regular working hours, on Sundays or on Legal Holidays, shall be performed without additional expense to the OWNER.
- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.
- 6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.
- 6.5.1 Nothing in the CONTRACT shall be considered as vesting in the CONTRACTOR any right of property in materials used, after they shall have been attached or affixed to the WORK or the soil, nor in materials which have been accepted for partial payment at the SITE, but all such materials shall upon being so attached or affixed, or so accepted, become the property of the OWNER.

7. INSPECTION AND TESTING

- 7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.
- 7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS, except as otherwise specified.
- 7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.
- 7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or order of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.
- 7.4.1 For pipe, cement, steel reinforcement, paint and similar materials which are normally tested in the shop by the manufacturer, the CONTRACTOR shall furnish the ENGINEER certified records of physical, chemical and other pertinent tests, and/or certified statements from the manufacturer that the materials have been

---

manufactured and tested in conformity with the SPECIFICATIONS. Where such a small quantity of material is required as to make physical tests or chemical analyses impractical, a certificate from the manufacturer stating the results of such tests or analyses of similar materials which were concurrently produced may, at the discretion of the ENGINEER, be considered as the basis for the acceptance of such materials.

- 7.4.2 Each manufacturer's certificate shall be endorsed or accompanied by the CONTRACTOR'S certificate that the material certified by the manufacturer will be the material incorporated in the WORK.
- 7.5 Inspections, tests or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.
- 7.6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payroll, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.
- 7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.
- 7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER's request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

## 8. EQUIVALENTS

- 8.1 Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference in brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance of other salient requirements and that other products or equivalent capacities, quality and function shall be considered unless specifically stated otherwise in the SPECIFICATIONS. The CONTRACTOR may recommend the use of material, article, or piece of equipment of equivalent substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the sole opinion of the ENGINEER, such material, article or piece of equipment is of equivalent substance and function to that specified, the ENGINEER may accept such proposed material, article or piece of equipment for the use by the CONTRACTOR. Such equivalent material, article or piece of equipment is not considered a substitution.
- 8.2 The CONTRACTOR warrants that if an equivalent material, article or piece of equipment is accepted, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the equivalent material, article or piece of equipment will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

---

9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The OWNER shall furnish to the CONTRACTOR all information that it has in its possession which the Engineer deems necessary for the CONTRACTOR to establish baselines and boundaries for the construction of this PROJECT. It shall be the duty of the CONTRACTOR to maintain his operations within the public way or to make such arrangements as he sees fit with adjoining property owners from the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS. Also, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

10.1.2 The ENGINEER may check the lines, elevations, reference marks, batter boards, etc. set up by the CONTRACTOR, and the CONTRACTOR shall correct any errors disclosed by such check. Such a check shall not be considered as approval of the CONTRACTOR'S work and shall not relieve the CONTRACTOR of the responsibility for accurate construction of the entire WORK. The CONTRACTOR, at CONTRACTOR'S expense, shall furnish the services of a man to help the ENGINEER in checking lines and grades.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

10.4 All work in, upon, under or across public highways not under the control of the OWNER, shall be in accordance with permission to be granted by the Town, State of New York or other jurisdictions, pursuant to the provisions of the Highway Law relating thereto. The CONTRACTOR shall conform to all requirements in the permit, if any, to be issued by the appropriate Highway officials. If such a permit is to be issued then, before work starts, the CONTRACTOR shall hold a preconstruction conference with the officials issuing the permit.

---

11. PROTECTION OF WORK, PROPERTY AND PERSONS

- 11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby. All the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 11.1.1 Work conducted on this PROJECT shall be in compliance with all federal, state and local safety and health laws and regulations applicable to the PROJECT and the WORK, including, without limitation, the Rules and Regulations of the Occupational Safety and Health Administration (OSHA) (the foregoing collectively referred to as the "Regulations"). CONTRACTOR represents that it is familiar with requirements of the Regulations.
- 11.1.2 The CONTRACTOR will indemnify, defend and save harmless the ENGINEER and the OWNER from any suits, claims, actions, fines, penalties and expenses, including reasonable attorney's fees, resulting from violations of any Regulations by the CONTRACTOR, any SUBCONTRACTOR and their respective employees relating to the PROJECT for the WORK and this provision shall survive termination of the CONTRACT DOCUMENTS.
- 11.1.3 The CONTRACTOR shall maintain an accurate record of all cases of death, occupational disease and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract Documents.
- 11.2. The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the wrongful or negligent acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR
- 11.2.1 If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect or misconduct on the part of the CONTRACTOR or any SUBCONTRACTOR relating in any way to the WORK or the PROJECT, such property shall be restored by the CONTRACTOR, at his expense, to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in another manner acceptable to the ENGINEER. No representations are made by the OWNER or ENGINEER concerning the condition, location or state of repair of existing sewers, drains, water mains and other underground structures.
- 11.2.2 The CONTRACTOR shall assume full responsibility for the following:

- 
- (a) To store his apparatus, materials, supplies and equipment in such orderly fashion at the SITE as will not unduly interfere with the progress of his work or the work of any other contractor;
  - (b) To provide suitable storage facilities for all materials which are liable to injury by exposure to weather, theft, breakage or otherwise;
  - (c) To place upon the WORK or any part thereof only such loads as are consistent with the safety of that portion of the WORK;
  - (d) To clean up frequently all refuse, rubbish, scrap materials and debris caused by his operations, to the end that at all times the SITE shall present a neat, orderly and workmanlike appearance;
  - (e) To remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the SITE in a neat, orderly condition before final payment; and
  - (f) To affect all cutting, fitting or patching of his WORK required to make the same to conform to the PLANS and SPECIFICATIONS and, except with the consent of the OWNER, not to cut or otherwise alter the WORK of any other CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviation from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

11.4 The CONTRACTOR shall not, except after written consent from proper parties, enter or occupy with men, tools, materials or equipment any privately owned land, except pursuant to easements, if any, provided herein.

11.5 The CONTRACTOR shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the SITE, which occur as a result of his prosecution of the WORK. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the CONTRACTOR shall take or cause to be taken such additional safety and health measures as the OWNER may determine to be reasonably necessary.

11.6 Special conditions pertaining to hazards, safety standards and accident prevention.

11.6.1 When the use of explosives is necessary for the execution of the WORK, the CONTRACTOR shall observe all local, state and federal laws in purchasing and handling explosives. The CONTRACTOR shall take all necessary precaution to protect completed work, neighboring property, water lines or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The CONTRACTOR shall notify all owners of public utility property of intention to use explosives at least eight (8) hours before blasting is done close to such

---

property. Any supervision or direction of use of explosives by the ENGINEER does not in any way reduce the responsibility of the CONTRACTOR or his Surety for damages that may be caused by such use.

11.6.2 The CONTRACTOR shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the CONTRACTOR fails or neglects to take such precautions, the OWNER may have such lights and barricades installed and charge the cost of this work to the CONTRACTOR. Such action by the OWNER does not relieve the CONTRACTOR of any liability incurred under these SPECIFICATIONS or CONTRACT.

## 12. SUPERVISION BY CONTRACTOR

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

## 13. CHANGES IN THE WORK

13.1 The OWNER may at any time, without invalidating the AGREEMENT, make changes in the detail of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered. If the CONTRACTOR believes such order entitles him to a change in the CONTRACT PRICE or TIME, he shall immediately give the ENGINEER written notice thereof prior to commencing the WORK. Thereafter, the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME by keeping a Force Account on a daily basis of the cost of said WORK and furnish the ENGINEER with a copy thereof daily. The CONTRACTOR understands and agrees that should his opinion with respect to said work differ from that of the ENGINEER he will proceed with the WORK and not delay the project. If the OWNER determines that said WORK is extra WORK, then a CHANGE ORDER would be entered into in accordance with Paragraph 14 below. If the OWNER determines that said WORK is CONTRACT WORK, then the CONTRACTOR shall, upon the completion of the WORK, and the appropriate notices given, as above indicated, be entitled to preserve a claim against the OWNER for said WORK, providing the claim is filed pursuant to the provisions of this AGREEMENT.

13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in the CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME, or both, within thirty (30) days. The CONTRACTOR shall not execute such changes pending receipt of an executed CHANGE ORDER or further inspection from the OWNER.

## 14. CHANGES IN CONTRACT PRICE OR TIME

14.1 The CONTRACT PRICE or TIME may be changed only by a CHANGE ORDER. When negotiations are required, they shall be conducted in accordance with paragraph 14.2 or 14.3

-----

below, as appropriate. The Value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by the method set forth in paragraphs 14.1.1 through 14.1.3 of this paragraph, whichever is most advantageous to the OWNER.

14.1.1 Unit prices.

14.1.1.1 Original BID items. Unit prices previously approved are acceptable for pricing changes of original BID items. However, when changes in quantities exceed 20 percent of the original BID quantity and the total dollar change of that BID item is significant, the unit price shall be reviewed by the OWNER to determine if a new unit price should be negotiated.

14.1.1.2 New Items. Unit prices of new items shall be negotiated.

14.1.2 A lump sum to be negotiated.

14.1.3 Cost reimbursement - The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to compete the Work by keeping a Force Account, plus an amount to be agreed upon to cover the cost of general overhead and profit, but not to exceed the following percentages:

1. CONTRACTOR'S overhead percentage, 5%
2. CONTRACTOR'S profit percentage, 5%
3. If WORK is done by a subcontractor
  - SUBCONTRACTOR'S overhead percentage, 5%
  - SUBCONTRACTOR'S profit percentage, 5%
  - CONTRACTOR'S combined overhead and profit percentage, 5%
4. Overhead and profit may not be applied to payroll taxes and insurance;
5. If the CHANGE ORDER results in deletion of Work then the value of such deletion should be subtracted from the total in order to arrive at an equitable change in the CONTRACT PRICE.

14.2 For each CHANGE ORDER the CONTRACTOR shall submit to the OWNER for review sufficient cost and pricing data as described in paragraphs 14.2.1 through 14.2.3 below to enable the OWNER to ascertain the necessity and reasonableness of costs and amounts proposed.

14.2.1 As a minimum, proposed CHANGE ORDER costs shall be presented in the summary format prescribed and shall be supported by a certification executed by the CONTRACTOR that proposed costs reflect complete current and accurate cost and pricing data applicable to the date of the CHANGE ORDER.

14.2.2 In addition to the specific elements of cost, the estimated amount of profit shall be set forth separately in the cost summary for fixed price. CHANGE ORDERS and a

-----

specific total dollar amount of profit will be set forth separately in the cost summary for cost reimbursement CHANGE ORDERS.

14.2.3 More detailed cost data than that required by the summary format may be required by the OWNER to substantiate the reasonableness of proposed CHANGE ORDER costs. Such detailed documentation is normally required by the OWNER only when the CONTRACTOR is unable to certify the proposed CHANGE ORDER costs are complete, current and accurate.

14.3 See also Section 01153 for CHANGE ORDER procedures.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete all WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS. Said amount is hereby agreed upon and is fixed and determined by the parties hereto as the actual damages that the OWNER will suffer by reason of said delay and not as penalty. OWNER may deduct the amount of such liquidated damages out of monies which may be due or become due from periodic estimates. In addition, the OWNER may deduct from estimates or charge the CONTRACTOR for any engineering and inspection services incurred during said period of delay.

15.4 The CONTRACTOR shall not be charged with liquidated damages of any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER:

15.4.1 To any preference, priority or allocation order duly issued by the OWNER;

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and abnormal and unforeseeable weather; and

15.4.3 Delays which affect the scheduled completion of the WORK and are attributed to interference between CONTRACTORS or CONTRACTORS and utility owners, shall be compensated solely by granting of an extension of time by the OWNER to complete the WORK without engineering charges. The time necessary for review of SHOP DRAWING and delays incurred by seasonal limitations should be anticipated and are not compensatory. The CONTRACTOR agrees that he had included in his Bid the additional cost of doing WORK under this CONTRACT caused by interference of other CONTRACTORS and utilities and the other non-compensatory delays described above.

---

16. CORRECTION OF WORK

- 16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.
- 16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.
- 16.3 Neither the foregoing nor any provisions of these CONTRACT DOCUMENTS, nor any special guarantee time limit shall be held to limit the CONTRACTOR'S liability for defects to less than the legal limit of liability in accordance with the law of the place of construction.

17. SUBSURFACE CONDITIONS

- 17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:
- 17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or
- 17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.
- 17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.
- 17.3 Information on the DRAWINGS and all statements in the CONTRACT DOCUMENTS referring to the condition under which the WORK is to be performed or the existence of utilities or other underground structures are not guaranteed to be correct or to be a complete representation of all existing data with reference to conditions affecting the WORK. Reasonable efforts have been made, however, to make this information complete and accurate on the basis of all data and information which could be procured by the ENGINEER. The CONTRACTOR shall make his own examination and shall draw his own conclusions as to the underground facilities or conditions which will be encountered and he shall have no claim for damages or increase in the CONTRACT PRICE of any kind on account of errors, inaccuracies or omission that may be found. Protection and temporary removal and replacement of existing utilities and structures shall be part of this CONTRACT and all costs in connections therewith shall be included in the prices established in the Proposal.
- 17.4 If the OWNER shall determine that such conditions do not warrant of cause an increase or decrease in the cost of, or in the time required for, the performance of the WORK then the CONTRACTOR shall proceed to perform the WORK and keep a daily account of the cost thereof and furnish the same to the OWNER on a daily basis. The Force Account shall be

-----

kept pursuant to the formula in Paragraph 14 above, as a condition precedent to the filing of a claim and further, providing appropriate notice is given.

18. SUSPENSION OF WORK, TERMINATION AND DELAY

- 18.1 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's at, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workman or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. IF such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the Owner.
- 18.2 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.
- 18.3 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

19. PAYMENTS TO CONTRACTOR

- 19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK, but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate.

- 
- 19.1.1 The CONTRACTOR shall prepare his monthly request for payment on a schedule such that the ENGINEER will receive it (5) working days before the first Monday of the next month.
- 19.1.2 The OWNER shall retain five (5%) percent of the amount of each payment until final completion and acceptance of all WORK covered by the CONTRACT DOCUMENTS in addition to an amount necessary to satisfy any claims, liens or judgments against the CONTRACTOR which have not been suitably discharged.
- 19.1.3 In accordance with Labor Law Section 220-a-(2), CONTRACTOR'S request for partial payment shall include his affidavit which indicates the amounts then due and owing to laborers and the names of those who are unpaid.
- 19.2 If the request for payment also includes an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site, an allowance of seventy-five percent (75%) of the material or equipment cost, supported by a copy of the invoice from the manufacturer to the CONTRACTOR, will be included in the CONTRACTOR request for payment.
- 19.2.1 Each request for payment shall include an affidavit by the CONTRACTOR stating that title to all work, materials and equipment is free of all liens, claims, security interests or other encumbrances.
- 19.2.2 The type of equipment and material eligible for payment prior to being incorporated in the WORK will be at the ENGINEER'S discretion. In general, larger items of material and equipment, material and equipment made specifically for the subject job, and material and equipment requiring extensive time to be manufactured or obtained will be eligible for payment. Items, such as copper tubing or soil pipe, and items which are readily available for purchase will not be considered eligible.
- 19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.
- 19.4 The OWNER shall have the right to enter the premises for the purpose of doing WORK not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.
- 19.5 Upon Completion of the WORK, the CONTRACTOR shall submit a final payment request. Upon acceptance of the WORK by the ENGINEER, the ENGINEER shall issue a final certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK. The date of the final certificate, if accepted by the OWNER, shall be the date of Final Completion.
- 19.5.1 Upon SUBSTANTIAL COMPLETION of the WORK or major portions thereof as contemplated by the terms of the CONTRACT DOCUMENTS, the CONTRACTOR shall submit a final payment request to the OWNER for the remaining amount of the CONTRACT balance. Simultaneously, the CONTRACTOR shall submit to the OWNER a Maintenance Bond in accordance with Paragraph 49 of these Conditions. Upon receipt of request after such SUBSTANTIAL COMPLETION the OWNER shall pay the remaining amount of the CONTRACT balance less two times (2X) the

---

value of any 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. As the remaining items of work are satisfactorily completed or corrected, the OWNER shall promptly pay, upon receipt of a requisition, for these items less an amount necessary to satisfy any claims, liens or judgments against the CONTRACTOR which have not been suitably discharged.

19.5.2 The CONTRACTOR shall submit to the OWNER executed originals of "Contractor's Affidavit for Release of Retainage and/or Final Payment" and "Consent of Surety Company to Final Payment" with the final payment request.

19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all suits, claims, liabilities and expenses including reasonable attorney's fees, growing out of the demands of SUBCONTRACTORS, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.6.1 In accordance with Section 106-b of the General Municipal Law of the State of New York as amended March 16, 1978, the CONTRACTOR shall, within fifteen (15) calendar days of the receipt of any payment from the OWNER, pay each of his SUBCONTRACTORS and material men the proceeds from the payment representing the value of the work performed and/or materials furnished by the SUBCONTRACTOR and/or material men as reflected in the payment from the OWNER less an amount necessary to satisfy any claims, liens or judgments against the SUBCONTRACTOR or material men which have not been suitably discharged and less any retained amount as hereinafter described. The CONTRACTOR shall retain not more than five percent (5%) of each payment to the SUBCONTRACTOR and/or material men except that the CONTRACTOR may retain in excess of five percent (5%) but not more than ten percent (10%) to the SUBCONTRACTOR provided that prior to entering into a subcontract with the CONTRACTOR, the SUBCONTRACTOR is unable or unwilling to provide a performance bond and a payment bond both in the full amount of the subcontract at the request of the CONTRACTOR. However, the CONTRACTOR shall retain nothing from those payments representing proceeds owed the SUBCONTRACTOR and/or material men from the OWNER'S payments to the CONTRACTOR for the remaining amounts of the CONTRACT balance as provided in 19.1.2 and 19.5.1. Within fifteen (15) calendar days of the receipt of payment from the CONTRACTOR, the SUBCONTRACTOR and/or material men shall pay each of his SUBCONTRACTORS and material men in the same manner as the CONTRACTOR has paid the SUBCONTRACTOR and the CONTRACTOR'S agreement with each SUBCONTRACTOR will provide for such payments. Nothing provided herein shall create any obligation on the part of the OWNER to pay or to see to the payment of any monies to any SUBCONTRACTOR or material men from any CONTRACTOR nor shall anything provided herein serve to create any relationship in CONTRACT or

-----

otherwise, implied or expressed between SUBCONTRACTOR or material men and the OWNER.

19.7 No interest shall be allowed the CONTRACTOR on retained percentages.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The acceptance by the CONTRACTOR or by anyone claiming by or through him of the final payment shall constitute and operate as a release to the OWNER for any and all claims of any liability to the CONTRACTOR for anything theretofore done or furnished for or relating to or arising out of WORK done thereto and for any price, act, neglect or default on the part of the OWNER or any of its officers, agents or employees unless the CONTRACTOR serves a detailed verified statement of claim upon the OWNER prior to the submission of the final estimate. Such statement shall specify the items and details upon which the claim will be based and any such claim shall be limited to such items. The CONTRACTOR further understands and agrees that any action to recover for any claims resulting from the CONTRACT herein shall be commenced within six (6) months from the date of substantial completion, and will be limited only to those claims detailed on the statement of claim. No payment, however, final or otherwise shall operate to release the CONTRACTOR or his sureties from any obligation under this CONTRACT or the PERFORMANCE BOND.

21. INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1.1 Claims under written workmen's compensation, disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.1.6 Contractor's Liability Insurance and Worker's Compensation shall comply with the State of New York statutory limits.

21.2 Before the CONTRACTOR commences work, the insurance company will provide the OWNER and ENGINEER an INSURANCE ENDORSEMENT CERTIFICATE indicating that the required insurance is in force; that the OWNER and ENGINEER are listed as additional insured; and stating that the policies will not be materially changed, become nonrenewable or canceled without thirty (30) days advance notice by registered mail return receipt

requested to the OWNER (Orange County Community College) and Fusco Engineering, 233 East Main Street, Middletown, NY 10940. The representative signing the certificate shall furnish evidence that he is authorized to so sign as well as his address and the name of the agency or agencies through which the insurance was obtained.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

21.3.1 Minimum limits of liability of General Public Liability and Property Damage Insurance including vehicle coverage:

	<u>Each Occurrence</u>	<u>For any One Occurrence</u>
(a) Bodily injury, including death, at any time resulting there from sustained by any one person	\$3,000,000	
(b) Such damage (as in (a)) sustained by two or more persons		\$3,000,000
(c) Property damage sustained by any one person	\$1,000,000	
(d) Such damage (as in (c)) sustained by two or more persons		\$1,000,000

The Orange County Community College and Fusco Engineering & Land Surveying, P.C. to be named insured.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provision of the laws of the state in which the WORK is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause, each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall also furnish the OWNER with a policy of insurance to cover its contingent liabilities (OWNER'S Protective Liability) to protect the OWNER from any liability arising out of the operations of the CONTRACTOR or of his SUBCONTRACTORS on behalf of the OWNER. Such a policy shall be in amounts not less than those stated in 21.3.1.

21.6 The CONTRACTOR shall secure a Completed Value "Special Form" Builder's Risk Policy with limits equal to 100% of the replacement cost of the WORK. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER, as their interests may appear. The Town of Monroe shall be named as loss payee.

- 
- 21.7 The CONTRACTOR shall either (1) require each of his SUBCONTRACTORS to procure and maintain during the life of his subcontract the insurance as specified in 21.3.1 or (2) insure the activities of his SUBCONTRACTORS in his own policies and furnish evidence of such insurance as provided in section 21.2 with OWNER and ENGINEER listed as additional insured thereon and otherwise meeting the same requirements applicable under section 21.2 above.
- 21.8 All such insurance policies shall be of the claims accrual type or, if of the claims made type, the CONTRACTOR shall have the additional duty to maintain such policies in effect until the expiration of all applicable statutes of limitations. In addition, all such policies shall contain, when applicable, a waiver of subrogation clause in favor of the OWNER in form acceptable to the OWNER'S attorney.

22. CONTRACT SECURITY

- 22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance BOND and a Payment BOND in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed acceptable to the OWNER named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570 and which must have an A.M. BEST rating of no less than "A". The expense of the BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be acceptable to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS

- 23.1 The CONTRACTOR shall not sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the OWNER.

24. INDEMNIFICATIONS

- 24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by a negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 24.1.1 Any reference to attorney's fees in the CONTRACT DOCUMENTS shall mean reasonable attorney's fees.

---

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

25. SEPARATE CONTRACTS

25.1 The OWNER reserves the right to let other CONTRACTS in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR's WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects or such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT by himself or he may let other CONTRACTS containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTOR's who are parties to such CONTRACTS (for the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, WRITTEN NOTICE thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefore as provided in Sections 14 and 15.

26. SUBCONTRACTING

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those part of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.1.1 The CONTRACTOR, before making any subcontract for any portion of the WORK, shall state in writing to the OWNER the name of the proposed SUBCONTRACTOR, the nature and extent of the WORK to be done by such SUBCONTRACTOR, his place of business and such other information as the OWNER may require. The CONTRACTOR shall not award any subcontract until the proposed SUBCONTRACTOR has been approved by the OWNER. The OWNER may, in its discretion, refuse to approve any SUBCONTRACTOR. However, such approval shall not be unreasonably withheld, except as provided in section 26.2.1 below.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(S), in excess of fifty (50) percent of the CONTRACT PRICE, without prior written approval of the OWNER.

26.2.1 The OWNER reserves the right to withhold approval of subcontracts, to the extent the sum total of such subcontracts exceed 50% of this CONTRACT, and to require the CONTRACTOR to perform directly with his own employees not less than 50% of

---

the total value of the WORK. The right to withhold approval under this section is absolute and the same may be withheld without cause.

26.2.2 The CONTRACTOR shall give his attention constantly to the faithful prosecution of the WORK, shall keep the same under his personal control, shall not subcontract the WORK or any part thereof without previous written consent of the OWNER and shall not either legally or equitably assign any of the monies payable under this CONTRACT or his claim thereto unless by and with the written consent of the OWNER. In case the CONTRACTOR assigns all or any part of the monies due or to become due under this CONTRACT, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the CONTRACTOR shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the WORK called for in this CONTRACT.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under the provision of the CONTRACT DOCUMENT.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

26.6 The CONTRACTOR will insert in any subcontracts the Federal Labor Standards Provision contained herein and such other clauses as the Department of Housing and Urban Development may, by instructions, require and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

27. ENGINEER'S AUTHORITY

27.1 The ENGINEER shall act as the OWNER's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4 The ENGINEER and OWNER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28. LAND AND RIGHTS-OF-WAY

- 
- 28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.
- 28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.
- 28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTEE

- 29.1 Without limiting the OWNER'S other legal remedies, the CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION, or the date of the last payment made by the OWNER hereunder, whichever is later. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the WORK that the PROJECT is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the PROJECT resulting from such defects. In the event that the CONTRACTOR should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.
- 29.2 Neither the foregoing nor any provision of these CONTRACT DOCUMENTS, nor any special guarantee time limit, shall be held to limit the CONTRACTOR'S liability for defects to less than the legal limit of liability in accordance with the laws of the State of New York.

30. TAXES

- 30.1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

31. JURISDICTION

- 31.1 All claims, disputes and other matters in question arising out of or relating to the CONTRACT DOCUMENTS or the breach thereof, except for claims that have been waived by the making and acceptance of final payment as provided by Paragraph 20 shall be decided by an action in the Supreme Court of the State of New York in Orange County to be held and to be tried without a jury. The parties agree and understand that Supreme Court, State of New York shall have exclusive jurisdiction over all matters relating to this agreement and that the time of the commencement of any action in Supreme Court shall be limited to six (6) months from the date of the issuance of the final payment check or SUBSTANTIAL COMPLETION, whichever occurs first.

32. CONTRACT AND CONTRACT DOCUMENTS

- 32.1 The DRAWINGS, SPECIFICATIONS and Addenda, including all CONTRACT DOCUMENTS as enumerated in the Agreement, shall form part of this CONTRACT and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles and headings contained herein in said DOCUMENTS are solely to facilitate reference to various provisions of the CONTRACT DOCUMENTS and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

---

33. ACQUISITION OF PLANS AND SPECIFICATIONS BY CONTRACTOR

- 33.1 After the CONTRACT has been executed, the OWNER shall furnish the CONTRACTOR five (5) copies of the CONTRACT DOCUMENTS. Additional copies will be furnished, upon request, at the cost of reproduction.
- 33.2 The CONTRACTOR shall furnish each of his SUBCONTRACTORS, manufacturers and material men such copies of the CONTRACT DOCUMENTS as may be required for their WORK.

34. QUANTITIES AND ESTIMATES

- 34.1 Wherever the estimated quantities of WORK to be done and materials to be furnished under this CONTRACT are shown in any of the DOCUMENTS including the BID/TENDER FORMS, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the OWNER to complete the WORK contemplated by this CONTRACT, and such increase or reduction shall in no way invalidate this CONTRACT, nor shall any such increase or diminution give cause for claims or liability for damage.
- 34.2 In entering into this CONTRACT, the CONTRACTOR agrees that the quantities of WORK as stated in the BID/TENDER FORMS, or indicated on the DRAWINGS, are only approximate and that during the WORK the OWNER may find it advisable, and shall have the right to make such changes in or additions to the PLANS and the character or quantity of the WORK as may be considered necessary or desirable. Should any changes be made as provided herein, the CONTRACTOR shall perform the WORK as altered, increased or decreased at the CONTRACT unit prices. In no event shall any modification in the WORK shown on the DRAWINGS and SPECIFICATIONS be made unless the nature and extent thereof has first been certified by the ENGINEER in writing and sent to the CONTRACTOR.
- 34.3 If unit prices are stated in the CONTRACT DOCUMENTS or subsequently agreed upon, and if the quantities originally stated in the estimate are overrun or under run, by unforeseen conditions of the WORK, by amount greater than 20 percent, the applicable unit prices may be adjusted. Adjustments in unit prices shall be determined in accordance with the provisions of Section 14.1. No adjustments in unit prices will be made by quantity overruns resulting from material which is lost or not incorporated in the WORK, or material placed or excavation beyond CONTRACT payment limits or which is unnecessary for the performance of the WORK, as determined by the ENGINEER.

35. CONTRACTOR'S CLAIM FOR DAMAGE

- 35.1 If the CONTRACTOR shall claim compensation for any alleged damage sustained by reason of acts of the OWNER or its agents, the CONTRACTOR immediately shall notify the ENGINEER and the OWNER of the alleged damages so that proper appraisal can be made and within five (5) days after the sustaining of such alleged damage, make a written statement to the ENGINEER of the nature of the damages sustained. On or before the fifteenth (15th) day of the month succeeding that in which the alleged damage shall have been sustained the CONTRACTOR shall file with the ENGINEER an itemized statement of the details and amounts of such damage, and unless such statement shall be made as thus required, his claim for compensation shall be forfeited and invalidated, and he shall not be entitled to payment on account of any such alleged damage.

36. REQUIRED PROVISIONS DEEMED INSERTED

-----

36.1 If this CONTRACT contains any unlawful provisions not an essential part of the general structure of the CONTRACT and which shall not appear to have been a controlling or material inducement in the making thereof, the same shall be deemed of no effect and shall be deemed stricken from the CONTRACT without affecting the binding force of the remainder. It is the intent and understanding of the parties to this CONTRACT, and it is hereby stipulated, that each and every provision of law required to be inserted in the CONTRACT is deemed to be inserted herein and if any such provision is not inserted in the correct form, then this CONTRACT shall be deemed amended by such insertion. Upon application of either party, the CONTRACT shall forthwith be physically amended by making such insertion.

37. NO ESCALATION ALLOWANCE FOR LABOR OR MATERIAL

37.1 The CONTRACTOR shall make allowance in his bid for any price increase in labor and materials. Requisitions for work and materials shall be based on price bid, with no additional charges to the OWNER for such increases, but with decreases in price to be subject to Article 8 of the General Conditions.

38. LAWS AND REGULATIONS

38.1 The CONTRACTOR shall keep himself fully informed of all Federal, State and municipal law, ordinances and regulations in any manner affecting those engaged or employed in the WORK, the materials used in the WORK or the conduct of the WORK, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the CONTRACT DOCUMENTS in relation to such laws, ordinances, regulations, orders or decrees, he shall forthwith report the same to the ENGINEER in writing. He shall at all times observe and comply with and shall cause all his agents and employees to observe and comply with all such laws, ordinances, regulations, orders and decrees and shall protect and indemnify the OWNER and its officers and agents and servants against any claim, liability or expense, including reasonable attorney's fees, arising from or based on the violation of such laws, ordinances, regulations, orders or decrees whether by himself or his employees or SUBCONTRACTORS.

39. SANITARY PRECAUTIONS

39.1 Sanitary conveniences for the use of all persons employed on the WORK, properly screened from public observation, shall be provided by the CONTRACTOR in sufficient numbers in such manner and at such points as shall be approved. The contents shall be removed and disposed of by the CONTRACTOR in a satisfactory manner as the occasion requires. The CONTRACTOR shall rigorously prohibit the committing of nuisances within, on or about the WORK. All employees found violating these provisions shall be discharged and not again employed on the WORK without the written consent of the ENGINEER.

39.2 The CONTRACTOR shall supply sufficient drinking water from approved sources to all of his employees and SUBCONTRACTORS.

39.3 The sanitary conveniences specified above shall be the obligation and responsibility of the CONTRACTOR until the completion of the WORK. The facilities shall be made available to all other CONTRACTORS and SUBCONTRACTORS.

40. EXTENSION OF TIME: NO WAIVER

40.1 If the CONTRACTOR shall be delayed in the completion of his WORK by reason of "unforeseeable causes", the time of completion of his WORK shall be extended by such time as shall be fixed by the OWNER and forwarded to the CONTRACTOR in writing. "Unforeseeable causes" are those which are beyond CONTRACTOR'S control and without

-----

his fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of neglect of the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotions or freight embargoes.

40.2 No such extension of time shall be deemed a waiver by the OWNER of his right to terminate the CONTRACT for abandonment or delay by the CONTRACTOR as herein provided or relieve the CONTRACTOR from full responsibility for performance of his obligations hereunder.

41. WAIVER

41.1 Neither the inspection by the OWNER or ENGINEER or any of their employees, nor any act or thing done by the OWNER, other than an express waiver, shall operate as a waiver of any provision of this CONTRACT, nor shall any waiver of any breach of this CONTRACT be held to be a waiver of any other or subsequent breach. Any remedy provided in this CONTRACT shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided.

42. LEGAL ADDRESS OF CONTRACTOR

42.1 Both the address given in the BID/TENDER FORMS, upon which this CONTRACT is based, and the CONTRACTOR'S office at or near the SITE are hereby designated as places to either of which notices, letters and other communications to the CONTRACTOR shall be certified, mailed or delivered. The delivering at the above-named place, depositing in a postpaid wrapper directly to the first named place or in any post office box regularly maintained by the Post Office Department of any notice, letter or other communication to the CONTRACTOR shall be deemed sufficient service thereof upon the CONTRACTOR, and the date of said service shall be the date of such delivery or mailing. The first named address may be changed at any time by an instrument in writing, executed and acknowledged by the CONTRACTOR, and delivered to the ENGINEER. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the CONTRACTOR personally.

43. WEATHER CONDITIONS

43.1 In the event of temporary suspension of work, or during inclement weather, or whenever the ENGINEER shall direct, the CONTRACTOR will and will cause his SUBCONTRACTORS to protect carefully his and their work and materials against damage or injury from the weather. If any work or materials shall have been damaged or injured by reason of failure on the part of the CONTRACTOR or any of his SUBCONTRACTORS to so protect his work, such materials shall be removed and replaced at the expense of the CONTRACTOR.

44. CERTIFICATE OF COMPLETION

44.1 Upon substantial completion of all WORK whatsoever required, including extra WORK ordered, the ENGINEER shall file a written certification with the OWNER and with the CONTRACTOR as to the date of completion.

45. RIGHT TO OPERATE

45.1 As soon as PROJECT is ready for use, the OWNER shall have the right to operate the PROJECT. Such operation shall in no way constitute acceptance of the WORK or any portion thereof and shall not release the CONTRACTOR from the fulfillment of all his obligations under this CONTRACT.

-----

45.2 The execution of the bonds shall be understood to demonstrate the consent of the surety to such operation of the PROJECT.

45.3 The insurance carrier shall provide an endorsement permitting occupancy of the building or use of the PROJECT during the remaining period of construction.

46. MUTUAL RESPONSIBILITY OF CONTRACTORS

46.1 If, through acts of neglect on the part of the CONTRACTOR, any other contractor or any SUBCONTRACTOR shall suffer loss or damage on the WORK, the CONTRACTOR agrees to settle with such other contractor or SUBCONTRACTOR by agreement or arbitration if such other contractor or SUBCONTRACTOR will settle. If such other contractor or SUBCONTRACTOR shall assert any claim against the OWNER on account of any damage alleged to have been sustained, the OWNER shall notify the CONTRACTOR who shall indemnify and save harmless the OWNER against any such claim, including reasonable attorney's fees.

47. RESPONSIBILITY FOR WORK

47.1 The CONTRACTOR shall take all responsibility for the WORK and take all precautions for preventing injuries to persons and property in or about the WORK, shall bear all losses resulting to him on account of the amount or character of the WORK, or because the nature of the land in or on which the WORK is done is different from what was estimated or expected, or because unexpected underground obstructions or structures are encountered, or on account of the weather, elements or other cause.

47.2 The WORK shall be entirely at the CONTRACTOR'S risk until the same is fully completed and accepted, and he will be held liable to an amount not less than the OWNER'S interest in the same as shown by payments on account.

47.3 All the provisions, terms, covenants and conditions of the CONTRACT shall be interpreted according to the laws of the State of New York.

48. MONEY TO BE RETAINED

48.1 The OWNER may keep all monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expense, loss or damage incurred by the OWNER and determined as herein provided and may retain until all claims are settled so much of such monies as in the opinion of the OWNER will be required to settle all claims against the OWNER and its officers and agents, and all claims for labor and materials used or employed on the WORK and all appliances and equipment employed in the WORK, filed in accordance with the State and local laws or the OWNER may make such settlements and apply thereto any of the monies retained under this CONTRACT. Should the CONTRACTOR neglect to pay any undisputed claim, made in writing to the OWNER within thirty (30) days after completion of the WORK, but continuing unsatisfied for a period of sixty (60) days, the OWNER may pay such claims and deduct the amount thereof from the balance due the CONTRACTOR. The OWNER may also, with the written consent of the CONTRACTOR, use any of the monies retained, due or to become due under this CONTRACT for the purpose of paying for both labor and materials for the WORK, for which claims have not been filed.

48.2 Security is provided both by the payment bond and the power of the OWNER to retain any of the monies for claims, but payment by one shall in no way impair or discharge the liability of the other.

- 
- 48.3 Any and all liens for WORK and materials may be paid off by the OWNER within a reasonable time after filing for record, in accordance with State and local laws, a notice of such liens except where the claim on which the lien is filed is being litigated by the CONTRACTOR, and in such case the OWNER may pay the amount of any final judgment or decree of any such claim within a reasonable time after such final judgment or decree of any such claim shall be rendered.
- 48.4 All monies paid by the OWNER in settlement of liens as aforesaid, with the costs and expenses incurred by the OWNER in connection therewith, shall be charged to the CONTRACTOR, shall bear interest and shall be deducted from the next payment due the CONTRACTOR under the terms of this CONTRACT.

49. MONEY FOR REPAIRS

- 49.1 The Owner shall withhold in escrow 5% of the completed WORK for the express use of the OWNER to make repairs or restitution of the claims as hereinafter provided for a one (1) year guarantee period. The CONTRACTOR shall have the option of substituting bearer bonds equal to the retainages held for said one year guarantee period.
- 49.2 The CONTRACTOR guarantees that the WORK will be free of defects in workmanship and material for a period of one (1) year after SUBSTANTIAL COMPLETION (the "Guarantee").
- 49.3 If, at any time prior to or within the period of the Guarantee, any part of the WORK shall, in the opinion of the OWNER, require repair or replacement, the OWNER may notify the CONTRACTOR in writing to make the required repair or replacement. If the CONTRACTOR shall neglect to make such repair or replacement to the satisfaction of the ENGINEER within three (3) days from the date of giving or mailing such notice, then the OWNER may employ other persons to make the same. The OWNER shall pay the expenses of the same out of the escrow sum or will call the bond, as the case may be. Upon the expiration of the period of the Guarantee, provided that the WORK at that time shall be in good order, the CONTRACTOR shall be entitled to receive the whole or such part of the sum last aforesaid as may remain after the expense of making said repairs, in the manner aforesaid, shall have been paid there from.
- 49.4 It is, however, agreed that the OWNER may apply or keep the escrow sum to or for payment of other claims arising and made payable by the CONTRACTOR under provisions of this CONTRACT but remaining unsatisfied.
- 49.5 The CONTRACTOR'S liability under the Guarantee is not limited to the amount of the bond or escrow, as the case may be.

50. ANTI-KICKBACK PROVISIONS AND WAGE RATES

- 50.1 The Anti-Kickback Regulations issued by the Secretary of Labor (29CFR, Part 3) are applicable to this CONTRACT. The CONTRACTOR will comply with these Regulations and any amendments or modifications thereof, will cause appropriate provisions to be inserted in SUBCONTRACTS to insure compliance therewith by all SUBCONTRACTORS subject thereof, and will be responsible for the submission of affidavits required of SUBCONTRACTORS thereunder, except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemptions from the requirements thereof. In lieu of mailing affidavits required by Section 3.3 and 3.4 of the Anti-Kickback Regulations to any Federal Agency, the CONTRACTOR shall submit all such affidavits promptly as specified to the OWNER or to a representative designated by the OWNER.
- 50.2 The OWNER, or his representative, may withhold or cause to be withheld from the CONTRACTOR so much of the accrued payments or advances as may be considered

-----

necessary to pay laborers and mechanics employed by the CONTRACTOR, or any SUBCONTRACTOR, on the work (except for such deductions as are permitted by the Anti-Kickback Regulations 29CFR, Part 3) the full amount of wages to which they are entitled under their Contracts of employment. In the event of failure to pay any laborer or mechanic employed or working on the SITE all or part of the wages to which he is entitled under his Contract of employment, the OWNER, or his representative, may, after written notice to the CONTRACTOR, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

- 50.3 Payroll records shall contain the information and be preserved as required by Section 3.4(b) of the Regulations. The CONTRACTOR will make his employment records available for inspection by authorized representatives of the New York State Department of Health and will permit such representatives to interview employees during working hours on the job.
- 50.4 The CONTRACTOR will insert in each of his subcontracts the provisions set forth in the foregoing clauses hereof.
- 50.5 A breach of stipulations 50.1 through 50.4 may be grounds for termination of the CONTRACT.
- 50.6 The attention of the CONTRACTOR is called to Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, which provides, among other things that it shall be the duty of the fiscal officer to make a determination of the schedule of wages paid to all laborers, workmen and mechanics employed on public work projects, including supplements for welfare, pension and other benefits. These supplements include hospital, surgical or medical insurance or benefits, life insurance or death benefits, accidental death or dismemberment insurance, and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to employees. Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, also provides that the supplements to be provided to laborers, workmen and mechanics upon public work..."Shall be in accordance with the prevailing practices in the locality...". The amounts for supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements in the locality, and a future determination of the Industrial Commissioner may require the CONTRACTOR to provide additional supplements.
- 50.7 The CONTRACTOR shall provide statutory benefits for disability, Worker's Compensation, Unemployment Insurance and Social Security.
- 50.8 Any person, or corporation, that willfully pays, after entering into such contract, less than his established wage schedule shall be guilty of a misdemeanor and, upon conviction, shall be punished for such offense by a fine of Five Hundred Dollars (\$500) or by imprisonment for not more than 30 days or both fine and imprisonment. A second offense carries heavier penalties.
- 50.9 In case it becomes necessary for the CONTRACTOR or any SUBCONTRACTOR to employ on the PROJECT under this CONTRACT, any person in trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual Worker's, as such) 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 occupation from the time of the initial employment of the person affected and during the continuance of such employment.
- 50.10 The CONTRACTOR shall take out and maintain during the life of the CONTRACT, the Worker's Compensation Insurance in conformity with the provisions of the Worker's Compensation Law of the State of New York, for all his 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 Worker's Compensation and Employer's Liability Insurance.

50.11 There shall be paid each employee engaged in work on this PROJECT, in the grade or occupation listed on the following schedule, not less than the wage so listed for that trade or occupation.

51. ACCESS TO WORK

51.1 If the CONTRACTOR requires access to the work other than through the SITE easements and public right-of-ways furnished, he must secure such rights at his own expense. Copies of any rights obtained must be filed with the OWNER.

51.2 The CONTRACTOR shall provide safe access to the work for inspection and for other trades which will require such access throughout the course of the PROJECT.

52. INSPECTION

52.1 Authorized agents and representatives of the OWNER and ENGINEER shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records.

53. REQUIREMENTS OF NEW YORK STATE DEPARTMENT OF LABOR, INDUSTRIAL CODES NO. 23 AND 53

53.1 The CONTRACTOR shall acquaint himself with the applicable requirements of New York State Department of Labor Industrial Code Rules 23 and 53 and Applicable OSHA requirements.

SECTION 08000 – AIA DOCUMENT A201

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

AIA DOCUMENT A201

## General Conditions of the Contract for Construction

### TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*

### INDEX

Acceptance of Nonconforming Work  
9.6.6, 9.9.3, 12.3  
Acceptance of Work  
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3  
Access to Work  
3.16, 6.2.1, 12.1  
Accident Prevention  
4.2.3, 10  
Acts and Omissions  
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 4.3.8, 4.4.1, 8.3.1,  
9.5.1, 10.2.5, 13.4.2, 13.7, 14.1

### Addenda

1.1.1, 3.11  
Additional Costs, Claims for  
4.3.4, 4.3.5, 4.3.6, 6.1.1, 10.3  
Additional Inspections and Testing  
9.8.3, 12.2.1, 13.5  
Additional Time, Claims for  
4.3.4, 4.3.7, 8.3.2  
ADMINISTRATION OF THE CONTRACT  
3.1.3, 4, 9.4, 9.5  
Advertisement or Invitation to Bid  
1.1.1



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

Aesthetic Effect  
     4.2.13, 4.5.1  
 Allowances  
     3.8  
 All-risk Insurance  
     11.4.1.1  
 Applications for Payment  
     4.2.5, 7.3.8, 9.2, 9.3, 9.4, 9.5.1, 9.6.3, 9.7.1, 9.8.5,  
     9.10, 11.1.3, 14.2.4, 14.4.3  
 Approvals  
     2.4, 3.1.3, 3.5, 3.10.2, 3.12, 4.2.7, 9.3.2, 13.4.2,  
     13.5  
 Arbitration  
     4.3.3, 4.4, 4.5.1, 4.5.2, 4.6, 8.3.1, 9.7.1, 11.4.9,  
     11.4.10  
 Architect  
     4.1  
 Architect, Definition of  
     4.1.1  
 Architect, Extent of Authority  
     2.4, 3.12.7, 4.2, 4.3.6, 4.4, 5.2, 6.3, 7.1.2, 7.3.6,  
     7.4, 9.2, 9.3.1, 9.4, 9.5, 9.8.3, 9.10.1, 9.10.3, 12.1,  
     12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4  
 Architect, Limitations of Authority and  
 Responsibility  
     2.1.1, 3.3.3, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1,  
     4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13,  
     4.4, 5.2.1, 7.4, 9.4.2, 9.6.4, 9.6.6  
 Architect's Additional Services and Expenses  
     2.4, 11.4.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4  
 Architect's Administration of the Contract  
     3.1.3, 4.2, 4.3.4, 4.4, 9.4, 9.5  
 Architect's Approvals  
     2.4, 3.1.3, 3.5.1, 3.10.2, 4.2.7  
 Architect's Authority to Reject Work  
     3.5.1, 4.2.6, 12.1.2, 12.2.1  
 Architect's Copyright  
     1.6  
 Architect's Decisions  
     4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.3.4, 4.4.1,  
     4.4.5, 4.4.6, 4.5, 6.3, 7.3.6, 7.3.8, 8.1.3, 8.3.1, 9.2,  
     9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4  
 Architect's Inspections  
     4.2.2, 4.2.9, 4.3.4, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5  
 Architect's Instructions  
     3.2.3, 3.3.1, 4.2.6, 4.2.7, 4.2.8, 7.4.1, 12.1, 13.5.2  
 Architect's Interpretations  
     4.2.11, 4.2.12, 4.3.6  
 Architect's Project Representative  
     4.2.10  
 Architect's Relationship with Contractor  
     1.1.2, 1.6, 3.1.3, 3.2.1, 3.2.2, 3.2.3, 3.3.1, 3.4.2,  
     3.5.1, 3.7.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3,  
     4.2, 4.3.4, 4.4.1, 4.4.7, 5.2, 6.2.2, 7, 8.3.1, 9.2,  
     9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3,  
     11.4.7, 12, 13.4.2, 13.5  
 Architect's Relationship with Subcontractors  
     1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.4.7  
 Architect's Representations  
     9.4.2, 9.5.1, 9.10.1  
 Architect's Site Visits  
     4.2.2, 4.2.5, 4.2.9, 4.3.4, 9.4.2, 9.5.1, 9.9.2,  
     9.10.1, 13.5  
 Asbestos  
     10.3.1  
 Attorneys' Fees  
     3.18.1, 9.10.2, 10.3.3  
 Award of Separate Contracts  
     6.1.1, 6.1.2  
 Award of Subcontracts and Other Contracts for  
 Portions of the Work  
     5.2  
 Basic Definitions  
     1.1  
 Bidding Requirements  
     1.1.1, 1.1.7, 5.2.1, 11.5.1  
 Boiler and Machinery Insurance  
     11.4.2  
 Bonds, Lien  
     9.10.2  
 Bonds, Performance, and Payment  
     7.3.6.4, 9.6.7, 9.10.3, 11.4.9, 11.5  
 Building Permit  
     3.7.1  
 Capitalization  
     1.3  
 Certificate of Substantial Completion  
     9.8.3, 9.8.4, 9.8.5  
 Certificates for Payment  
     4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7.1,  
     9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4  
 Certificates of Inspection, Testing or Approval  
     13.5.4  
 Certificates of Insurance  
     9.10.2, 11.1.3  
 Change Orders  
     1.1.1, 2.4.1, 3.4.2, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8,  
     4.3.4, 4.3.9, 5.2.3, 7.1, 7.2, 7.3, 8.3.1, 9.3.1.1,  
     9.10.3, 11.4.1.2, 11.4.4, 11.4.9, 12.1.2  
 Change Orders, Definition of  
     7.2.1  
**CHANGES IN THE WORK**  
     3.11, 4.2.8, 7, 8.3.1, 9.3.1.1, 11.4.9  
 Claim, Definition of  
     4.3.1  
 Claims and Disputes  
     3.2.3, 4.3, 4.4, 4.5, 4.6, 6.1.1, 6.3, 7.3.8, 9.3.3,  
     9.10.4, 10.3.3  
 Claims and Timely Assertion of Claims  
     4.6.5  
 Claims for Additional Cost  
     3.2.3, 4.3.4, 4.3.5, 4.3.6, 6.1.1, 7.3.8, 10.3.2  
 Claims for Additional Time

*THIS DOCUMENT HAS IMPORTANT LEGAL  
 CONSEQUENCES. CONSULTATION WITH AN  
 ATTORNEY IS ENCOURAGED WITH  
 RESPECT TO ITS COMPLETION OR  
 MODIFICATION. AUTHENTICATION OF THIS  
 ELECTRONICALLY DRAFTED AIA  
 DOCUMENT MAY BE MADE BY USING AIA  
 DOCUMENT D401.*

*This document has been approved and  
 endorsed by The Associated General  
 Contractors of America.*



©1997 AIA®  
 AIA DOCUMENT A201 - 1997  
 GENERAL CONDITIONS OF THE  
 CONTRACT FOR CONSTRUCTION

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

The American Institute of Architects  
 1735 New York Avenue, N.W.  
 Washington, D.C. 20006-5292

3.2.3, 4.3.4, 4.3.7, 6.1.1, 8.3.2, 10.3.2  
**Claims for Concealed or Unknown Conditions**  
**4.3.4**  
**Claims for Damages**  
 3.2.3, 3.18, 4.3.10, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3,  
 11.1.1, 11.4.5, 11.4.7, 14.1.3, 14.2.4  
**Claims Subject to Arbitration**  
 4.4.1, 4.5.1, 4.6.1  
**Cleaning Up**  
**3.15, 6.3**  
**Commencement of Statutory Limitation Period**  
**13.7**  
**Commencement of the Work, Conditions**  
**Relating to**  
 2.2.1, 3.2.1, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 4.3.5, 5.2.1,  
 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.4.1, 11.4.6,  
 11.5.1  
**Commencement of the Work, Definition of**  
**8.1.2**  
**Communications Facilitating Contract**  
**Administration**  
**3.9.1, 4.2.4**  
**Completion, Conditions Relating to**  
 1.6.1, 3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8,  
 9.9.1, 9.10, 12.2, 13.7, 14.1.2  
**COMPLETION, PAYMENTS AND**  
**9**  
**Completion, Substantial**  
 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,  
 9.10.4.2, 12.2, 13.7  
**Compliance with Laws**  
 1.6.1, 3.2.2, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 4.4.8,  
 4.6.4, 4.6.6, 9.6.4, 10.2.2, 11.1, 11.4, 13.1, 13.4,  
 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3  
**Concealed or Unknown Conditions**  
 4.3.4, 8.3.1, 10.3  
**Conditions of the Contract**  
 1.1.1, 1.1.7, 6.1.1, 6.1.4  
**Consent, Written**  
 1.6, 3.4.2, 3.12.8, 3.14.2, 4.1.2, 4.3.4, 4.6.4, 9.3.2,  
 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2  
**CONSTRUCTION BY OWNER OR BY**  
**SEPARATE CONTRACTORS**  
**1.1.4, 6**  
**Construction Change Directive, Definition of**  
**7.3.1**  
**Construction Change Directives**  
 1.1.1, 3.12.8, 4.2.8, 4.3.9, 7.1, 7.3, 9.3.1.1  
**Construction Schedules, Contractor's**  
 1.4.1.2, 3.10, 3.12.1, 3.12.2, 4.3.7.2, 6.1.3  
**Contingent Assignment of Subcontracts**  
 5.4, 14.2.2.2  
**Continuing Contract Performance**  
**4.3.3**  
**Contract, Definition of**

1.1.2  
**CONTRACT, TERMINATION OR**  
**SUSPENSION OF THE**  
 5.4.1.1, 11.4.9, 14  
**Contract Administration**  
 3.1.3, 4, 9.4, 9.5  
**Contract Award and Execution, Conditions**  
**Relating to**  
 3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.4.6, 11.5.1  
**Contract Documents, The**  
**1.1, 1.2**  
**Contract Documents, Copies Furnished and Use**  
**of**  
 1.6, 2.2.5, 5.3  
**Contract Documents, Definition of**  
 1.1.1  
**Contract Sum**  
 3.8, 4.3.4, 4.3.5, 4.4.5, 5.2.3, 7.2, 7.3, 7.4, 9.1,  
 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.4.1, 14.2.4,  
 14.3.2  
**Contract Sum, Definition of**  
**9.1**  
**Contract Time**  
 4.3.4, 4.3.7, 4.4.5, 5.2.3, 7.2.1.3, 7.3, 7.4, 8.1.1,  
 8.2, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2  
**Contract Time, Definition of**  
**8.1.1**  
**CONTRACTOR**  
**3**  
**Contractor, Definition of**  
 3.1, 6.1.2  
**Contractor's Construction Schedules**  
 1.4.1.2, 3.10, 3.12.1, 3.12.2, 4.3.7.2, 6.1.3  
**Contractor's Employees**  
 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,  
 10.3, 11.1.1, 11.4.7, 14.1, 14.2.1.1,  
**Contractor's Liability Insurance**  
**11.1**  
**Contractor's Relationship with Separate**  
**Contractors and Owner's Forces**  
 3.12.5, 3.14.2, 4.2.4, 6, 11.4.7, 12.1.2, 12.2.4  
**Contractor's Relationship with Subcontractors**  
 1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2,  
 11.4.1.2, 11.4.7, 11.4.8  
**Contractor's Relationship with the Architect**  
 1.1.2, 1.6, 3.1.3, 3.2.1, 3.2.2, 3.2.3, 3.3.1, 3.4.2,  
 3.5.1, 3.7.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3,  
 4.2, 4.3.4, 4.4.1, 4.4.7, 5.2, 6.2.2, 7, 8.3.1, 9.2,  
 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3,  
 11.4.7, 12, 13.4.2, 13.5  
**Contractor's Representations**  
 1.5.2, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2  
**Contractor's Responsibility for Those**  
**Performing the Work**  
 3.3.2, 3.18, 4.2.3, 4.3.8, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1,  
 10

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



©1997 AIA®  
 AIA DOCUMENT A201 - 1997  
 GENERAL CONDITIONS OF THE  
 CONTRACT FOR CONSTRUCTION

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

The American Institute of Architects  
 1735 New York Avenue, N.W.  
 Washington, D.C. 20006-5292

Contractor's Review of Contract Documents	4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.3.4, 4.4.1, 4.4.5, 4.4.6, 4.5, 6.3, 7.3.6, 7.3.8, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4
Contractor's Right to Stop the Work	
9.7	
Contractor's Right to Terminate the Contract	9.4.1, 9.5, 9.7, 14.1.1.3
4.3.10, 14.1	
Contractor's Submittals	Defective or Nonconforming Work, Acceptance, Rejection and Correction of
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.6, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.5.2	2.3, 2.4, 3.5.1, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1, 13.7.1.3
Contractor's Superintendent	Defective Work, Definition of
3.9, 10.2.6	3.5.1
Contractor's Supervision and Construction Procedures	Definitions
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 4.3.3, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14	1.1, 2.1.1, 3.1, 3.5.1, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 4.3.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 7.3.6, 8.1, 9.1, 9.8.1
Contractual Liability Insurance	Delays and Extensions of Time
11.1.1.8, 11.2, 11.3	3.2.3, 4.3.1, 4.3.4, 4.3.7, 4.4.5, 5.2.3, 7.2.1, 7.3.1, 7.4.1, 7.5.1, 8.3, 9.5.1, 9.7.1, 10.3.2, 10.6.1, 14.3.2
Coordination and Correlation	Disputes
1.2, 1.5.2, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1	4.1.4, 4.3, 4.4, 4.5, 4.6, 6.3, 7.3.8
Copies Furnished of Drawings and Specifications	Documents and Samples at the Site
1.6, 2.2.5, 3.11	3.11
Copyrights	Drawings, Definition of
1.6, 3.17	1.1.5
Correction of Work	Drawings and Specifications, Use and Ownership of
2.3, 2.4, 3.7.4, 4.2.1, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 13.7.1.3	1.1.1, 1.3, 2.2.5, 3.11, 5.3
Correlation and Intent of the Contract Documents	Effective Date of Insurance
1.2	8.2.2, 11.1.2
Cost, Definition of	Emergencies
7.3.6	4.3.5, 10.6, 14.1.1.2
Costs	Employees, Contractor's
2.4, 3.2.3, 3.7.4, 3.8.2, 3.15.2, 4.3, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.6, 7.3.7, 7.3.8, 9.10.2, 10.3.2, 10.5, 11.3, 11.4, 12.1, 12.2.1, 12.2.4, 13.5, 14	3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.4.7, 14.1, 14.2.1.1
Cutting and Patching	Equipment, Labor, Materials and
6.2.5, 3.14	1.1.3, 1.1.6, 3.4, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.6, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.2
Damage to Construction of Owner or Separate Contractors	Execution and Progress of the Work
3.14.2, 6.2.4, 9.2.1.5, 10.2.1.2, 10.2.5, 10.6, 11.1, 11.4, 12.2.4	1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3, 3.4, 3.5, 3.7, 3.10, 3.12, 3.14, 4.2.2, 4.2.3, 4.3.3, 6.2.2, 7.1.3, 7.3.4, 8.2, 9.5, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3
Damage to the Work	Extensions of Time
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.6, 11.4, 12.2.4	3.2.3, 4.3.1, 4.3.4, 4.3.7, 4.4.5, 5.2.3, 7.2.1, 7.3, 7.4.1, 9.5.1, 9.7.1, 10.3.2, 10.6.1, 14.3.2
Damages, Claims for	Failure of Payment
3.2.3, 3.18, 4.3.10, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.4.5, 11.4.7, 14.1.3, 14.2.4	4.3.6, 9.5.1.3, 9.7, 9.10.2, 14.1.1.3, 14.2.1.2, 13.6
Damages for Delay	Faulty Work
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2	(See Defective or Nonconforming Work)
Date of Commencement of the Work, Definition of	Final Completion and Final Payment
8.1.2	4.2.1, 4.2.9, 4.3.2, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 11.4.5, 12.3.1, 13.7, 14.2.4, 14.4.3
Date of Substantial Completion, Definition of	Financial Arrangements, Owner's
8.1.3	2.2.1, 13.2.2, 14.1.1.5
Day, Definition of	Fire and Extended Coverage Insurance
8.1.4	11.4
Decisions of the Architect	

**GENERAL PROVISIONS**

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

**I**  
 Governing Law  
**13.1**  
 Guarantees (See Warranty)  
 Hazardous Materials  
 10.2.4, **10.3**, 10.5  
 Identification of Contract Documents  
 1.5.1  
 Identification of Subcontractors and Suppliers  
 5.2.1  
 Indemnification  
 3.17, **3.18**, 9.10.2, 10.3.3, 10.5, 11.4.1.2, 11.4.7  
 Information and Services Required of the Owner  
 2.1.2, **2.2**, 3.2.1, 3.12.4, 3.12.10, 4.2.7, 4.3.3, 6.1.3,  
 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3,  
 10.3.3, 11.2, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4  
 Injury or Damage to Person or Property  
**4.3.8**, 10.2, 10.6  
 Inspections  
 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.2,  
 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.5  
 Instructions to Bidders  
 1.1.1  
 Instructions to the Contractor  
 3.2.3, 3.3.1, 3.8.1, 4.2.8, 5.2.1, 7, 12, 8.2.2, 13.5.2  
 Insurance  
 3.18.1, 6.1.1, 7.3.6, 8.2.1, 9.3.2, 9.8.4, 9.9.1,  
 9.10.2, 9.10.5, 11  
 Insurance, Boiler and Machinery  
 11.4.2  
 Insurance, Contractor's Liability  
**11.1**  
 Insurance, Effective Date of  
 8.2.2, 11.1.2  
 Insurance, Loss of Use  
 11.4.3  
 Insurance, Owner's Liability  
 11.2  
 Insurance, Project Management Protective  
 Liability  
 11.3  
 Insurance, Property  
 10.2.5, **11.4**  
 Insurance, Stored Materials  
 9.3.2, 11.4.1.4  
**INSURANCE AND BONDS**  
**11**  
 Insurance Companies, Consent to Partial  
 Occupancy  
 9.9.1, 11.4.1.5  
 Insurance Companies, Settlement with  
 11.4.10  
 Intent of the Contract Documents  
 1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4  
 Interest

**13.6**  
 Interpretation  
 1.2.3, **1.4**, 4.1.1, 4.3.1, 5.1, 6.1.2, 8.1.4  
 Interpretations, Written  
 4.2.11, 4.2.12, 4.3.6  
 Joinder and Consolidation of Claims Required  
 4.6.4  
 Judgment on Final Award  
**4.6.6**  
 Labor and Materials, Equipment  
 1.1.3, 1.1.6, **3.4**, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13,  
 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.6, 9.3.2, 9.3.3,  
 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.2  
 Labor Disputes  
 8.3.1  
 Laws and Regulations  
 1.6, 3.2.2, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 4.4.8, 4.6,  
 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1,  
 13.5.2, 13.6, 14  
 Liens  
 2.1.2, 4.4.8, 8.2.2, 9.3.3, 9.10  
 Limitation on Consolidation or Joinder  
**4.6.4**  
 Limitations, Statutes of  
 4.6.3, 12.2.6, 13.7  
 Limitations of Liability  
 2.3, 3.2.1, 3.5.1, 3.7.3, 3.12.8, 3.12.10, 3.17, 3.18,  
 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7,  
 9.10.4, 10.3.3, 10.2.5, 11.1.2, 11.2.1, 11.4.7, 12.2.5,  
 13.4.2  
 Limitations of Time  
 2.1.2, 2.2, 2.4, 3.2.1, 3.7.3, 3.10, 3.11, 3.12.5, 3.15.1,  
 4.2.7, 4.3, 4.4, 4.5, 4.6, 5.2, 5.3, 5.4, 6.2.4, 7.3,  
 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8,  
 9.9, 9.10, 11.1.3, 11.4.1.5, 11.4.6, 11.4.10, 12.2, 13.5,  
 13.7, 14  
 Loss of Use Insurance  
**11.4.3**  
 Material Suppliers  
 1.6, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6,  
 9.10.5  
 Materials, Hazardous  
 10.2.4, 10.3, 10.5  
 Materials, Labor, Equipment and  
 1.1.3, 1.1.6, 1.6.1, 3.4, 3.5.1, 3.8.2, 3.8.2.3, 3.12, 3.13,  
 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.6, 9.3.2, 9.3.3,  
 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.2  
 Means, Methods, Techniques, Sequences and  
 Procedures of Construction  
 3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2  
 Mechanic's Lien  
 4.4.8  
 Mediation  
 4.4.1, 4.4.5, 4.4.6, 4.4.8, **4.5**, 4.6.1, 4.6.2, 8.3.1,  
 10.5  
 Minor Changes in the Work

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



©1997 AIA®  
 AIA DOCUMENT A201 - 1997  
 GENERAL CONDITIONS OF THE  
 CONTRACT FOR CONSTRUCTION

The American Institute of Architects  
 1735 New York Avenue, N.W.  
 Washington, D.C. 20006-5292

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

1.1.1, 3.12.8, 4.2.8, 4.3.6, 7.1, 7.4  
**MISCELLANEOUS PROVISIONS**

**13**

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 3.7.3, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1,  
9.7, 10.3.2, 11.4.1

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of

2.3, 2.4, 3.5.1, 4.2.6, 6.2.5, 9.5.1, 9.8.2, 9.9.3,  
9.10.4, 12.2.1, 13.7.1.3

Notice

2.2.1, 2.3, 2.4, 3.2.3, 3.3.1, 3.7.2, 3.7.4, 3.12.9, 4.3,  
4.4.8, 4.6.5, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 11.1.3,  
11.4.6, 12.2.2, 12.2.4, 13.3, 13.5.1, 13.5.2, 14.1, 14.2

Notice, Written

2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 4.3, 4.4.8,  
4.6.5, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3,  
11.4.6, 12.2.2, 12.2.4, 13.3, 14

Notice of Testing and Inspections

13.5.1, 13.5.2

Notice to Proceed

8.2.2

Notices, Permits, Fees and

2.2.2, 3.7, 3.13, 7.3.6.4, 10.2.2

Observations, Contractor's

1.5.2, 3.2, 3.7.3, 4.3.4

Occupancy

2.2.2, 9.6.6, 9.8, 11.4.1.5

Orders, Written

1.1.1, 2.3, 3.9, 4.3.6, 7, 8.2.2, 11.4.9, 12.1, 12.2,  
13.5.2, 14.3.1

**OWNER**

**2**

Owner, Definition of

2.1

Owner, Information and Services Required of the

2.1.2, 2.2, 3.2.1, 3.12.4, 3.12.10, 4.2.7, 4.3.3, 6.1.3,  
6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3,  
10.3.3, 11.2, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4

Owner's Authority

1.6, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2,  
4.1.2, 4.1.3, 4.2.4, 4.2.9, 4.3.6, 4.4.7, 5.2.1, 5.2.4,  
5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2,  
9.5.1, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.1, 11.4.3,  
11.4.10, 12.2.2, 12.3.1, 13.2.2, 14.3, 14.4

Owner's Financial Capability

2.2.1, 13.2.2, 14.1.1.5

Owner's Liability Insurance

**11.2**

Owner's Loss of Use Insurance

11.4.3

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.4, 12.2.4, 14.2.2.2

Owner's Right to Clean Up

6.3

Owner's Right to Perform Construction and to Award Separate Contracts

6.1

Owner's Right to Stop the Work

2.3

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2

Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.6, 2.2.5, 3.2.1, 3.11.1, 3.17.1, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, 9.9, 11.4.1.5

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.8, 9.2, 9.3, 9.4, 9.5.1, 9.6.3, 9.7.1,  
9.8.5, 9.10.1, 9.10.3, 9.10.5, 11.1.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7.1,  
9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4

Payment, Failure of

4.3.6, 9.5.1.3, 9.7, 9.10.2, 14.1.1.3, 14.2.1.2, 13.6

Payment, Final

4.2.1, 4.2.9, 4.3.2, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1,  
11.4.5, 12.3.1, 13.7, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.6.4, 9.6.7, 9.10.3, 11.4.9, 11.5

Payments, Progress

4.3.3, 9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3

**PAYMENTS AND COMPLETION**

**9**

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 11.4.8,  
14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.6.4, 9.6.7, 9.10.3, 11.4.9, 11.5

Permits, Fees and Notices

2.2.2, 3.7, 3.13, 7.3.6.4, 10.2.2

**PERSONS AND PROPERTY, PROTECTION**

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, 3.12, 4.2.7

Progress and Completion

4.2.2, 4.3.3, 8.2, 9.8, 9.9.1, 14.1.4

Progress Payments

4.3.3, 9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3

Project, Definition of the

1.1.4

Project Management Protective Liability

Insurance

11.3

Project Manual, Definition of the

1.1.7

Project Manuals

2.2.5

Project Representatives

4.2.10

Property Insurance

10.2.5, 11.4

**PROTECTION OF PERSONS AND**

**PROPERTY**

10

Regulations and Laws

1.6, 3.2.2, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 4.4.8, 4.6,

9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1,

13.5.2, 13.6, 14

Rejection of Work

3.5.1, 4.2.6, 12.2.1

Releases and Waivers of Liens

9.10.2

Representations

1.5.2, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1,

9.8.2, 9.10.1

Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.10, 5.1.1, 5.1.2,

13.2.1

Resolution of Claims and Disputes

4.4, 4.5, 4.6

Responsibility for Those Performing the Work

3.3.2, 3.18, 4.2.3, 4.3.8, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1,

10

Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

Review of Contract Documents and Field

Conditions by Contractor

1.5.2, 3.2, 3.7.3, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and Architect

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples by Contractor

3.12

Rights and Remedies

1.1.2, 2.3, 2.4, 3.5.1, 3.15.2, 4.2.6, 4.3.4, 4.5, 4.6,

5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3,

12.2.2, 12.2.4, 13.4, 14

Royalties, Patents and Copyrights

3.17

Rules and Notices for Arbitration

4.6.2

Safety of Persons and Property

10.2, 10.6

Safety Precautions and Programs

3.3.1, 4.2.2, 4.2.7, 5.3.1, 10.1, 10.2, 10.6

Samples, Definition of

3.12.3

Samples, Shop Drawings, Product Data and

3.11, 3.12, 4.2.7

Samples at the Site, Documents and

3.11

Schedule of Values

9.2, 9.3.1

Schedules, Construction

1.4.1.2, 3.10, 3.12.1, 3.12.2, 4.3.7.2, 6.1.3

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 4.6.4, 6, 8.3.1,

11.4.7, 12.1.2, 12.2.5

Shop Drawings, Definition of

3.12.1

Shop Drawings, Product Data and Samples

3.11, 3.12, 4.2.7

Site, Use of

3.13, 6.1.1, 6.2.1

Site Inspections

1.2.2, 3.2.1, 3.3.3, 3.7.1, 4.2, 4.3.4, 9.4.2, 9.10.1,

13.5

Site Visits, Architect's

4.2.2, 4.2.9, 4.3.4, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Special Inspections and Testing

4.2.6, 12.2.1, 13.5

Specifications, Definition of the

1.1.6

Specifications, The

1.1.1, 1.1.6, 1.1.7, 1.2.2, 1.6, 3.11, 3.12.10, 3.17

Statute of Limitations

4.6.3, 12.2.6, 13.7

Stopping the Work

2.3, 4.3.6, 9.7, 10.3, 14.1

Stored Materials

6.2.1, 9.3.2, 10.2.1.2, 10.2.4, 11.4.1.4

Subcontractor, Definition of

5.1.1

**SUBCONTRACTORS**

5

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

Subcontractors, Work by  
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

Subcontractual Relations  
5.3, 5.4, 9.3.1.2, 9.6, 9.10 10.2.1, 11.4.7, 11.4.8, 14.1, 14.2.1, 14.3.2

Submittals  
1.6, 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.6, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3

Subrogation, Waivers of  
6.1.1, 11.4.5, 11.4.7

Substantial Completion  
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 9.10.4.2, 12.2, 13.7

Substantial Completion, Definition of  
9.8.1

Substitution of Subcontractors  
5.2.3, 5.2.4

Substitution of Architect  
4.1.3

Substitutions of Materials  
3.4.2, 3.5.1, 7.3.7

Sub-subcontractor, Definition of  
5.1.2

Subsurface Conditions  
4.3.4

Successors and Assigns  
13.2

Superintendent  
3.9, 10.2.6

Supervision and Construction Procedures  
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 4.3.3, 6.1.3, 6.2.4, 7.1.3, 7.3.6, 8.2, 8.3.1, 9.4.2, 10, 12, 14

Surety  
4.4.7, 5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2

Surety, Consent of  
9.10.2, 9.10.3

Surveys  
2.2.3

Suspension by the Owner for Convenience  
14.4

Suspension of the Work  
5.4.2, 14.3

Suspension or Termination of the Contract  
4.3.6, 5.4.1.1, 11.4.9, 14

Taxes  
3.6, 3.8.2.1, 7.3.6.4

Termination by the Contractor  
4.3.10, 14.1

Termination by the Owner for Cause  
4.3.10, 5.4.1.1, 14.2

Termination of the Architect  
4.1.3

Termination of the Contractor  
14.2.2

## TERMINATION OR SUSPENSION OF THE CONTRACT

14

### Tests and Inspections

3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1.1, 12.2.1, 13.5

### TIME

8

### Time, Delays and Extensions of

3.2.3, 4.3.1, 4.3.4, 4.3.7, 4.4.5, 5.2.3, 7.2.1, 7.3.1, 7.4.1, 7.5.1, 8.3, 9.5.1, 9.7.1, 10.3.2, 10.6.1, 14.3.2

### Time Limits

2.1.2, 2.2, 2.4, 3.2.1, 3.7.3, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 4.3, 4.4, 4.5, 4.6, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.4.1.5, 11.4.6, 11.4.10, 12.2, 13.5, 13.7, 14

### Time Limits on Claims

4.3.2, 4.3.4, 4.3.8, 4.4, 4.5, 4.6

### Title to Work

9.3.2, 9.3.3

## UNCOVERING AND CORRECTION OF WORK

12

### Uncovering of Work

12.1

### Unforeseen Conditions

4.3.4, 8.3.1, 10.3

### Unit Prices

4.3.9, 7.3.3.2

### Use of Documents

1.1.1, 1.6, 2.2.5, 3.12.6, 5.3

### Use of Site

3.13, 6.1.1, 6.2.1

### Values, Schedule of

9.2, 9.3.1

### Waiver of Claims by the Architect

13.4.2

### Waiver of Claims by the Contractor

4.3.10, 9.10.5, 11.4.7, 13.4.2

### Waiver of Claims by the Owner

4.3.10, 9.9.3, 9.10.3, 9.10.4, 11.4.3, 11.4.5, 11.4.7, 12.2.2.1, 13.4.2, 14.2.4

### Waiver of Consequential Damages

4.3.10, 14.2.4

### Waiver of Liens

9.10.2, 9.10.4

### Waivers of Subrogation

6.1.1, 11.4.5, 11.4.7

### Warranty

3.5, 4.2.9, 4.3.5.3, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7.1.3

### Weather Delays

4.3.7.2

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

Work, Definition of	4.6.5, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3,
1.1.3	11.4.6, 12.2.2, 12.2.4, 13.3, 14
Written Consent	Written Orders
1.6, 3.4.2, 3.12.8, 3.14.2, 4.1.2, 4.3.4, 4.6.4, 9.3.2,	1.1.1, 2.3, 3.9, 4.3.6, 7, 8.2.2, 11.4.9, 12.1, 12.2,
9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2	13.5.2, 14.3.1
Written Interpretations	
4.2.11, 4.2.12, 4.3.6	
Written Notice	
2.3, 2.4, 3.3-1, 3.9, 3.12.9, 3.12.10, 4.3, 4.4.8,	

## ARTICLE 1 GENERAL PROVISIONS

### 1.1 BASIC DEFINITIONS

#### 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of Addenda relating to bidding requirements).

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*

#### 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor, (3) between the Owner and Architect or (4) between any persons or entities other than the Owner and Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

#### 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

#### 1.1.6 THE SPECIFICATIONS



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

### 1.1.7 THE PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

## 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

## 1.3 CAPITALIZATION

1.3.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document or (3) the titles of other documents published by the American Institute of Architects.

## 1.4 INTERPRETATION

1.4.1 In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

## 1.5 EXECUTION OF CONTRACT DOCUMENTS

1.5.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request.

1.5.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

## 1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

1.6.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT DA01.*

*This document has been approved and endorsed by The Associated General Contractors of America.*

## ARTICLE 2 OWNER

### 2.1 GENERAL

2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Subparagraph 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 The Owner shall, at the written request of the Contractor, prior to commencement of the Work and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

2.2.2 Except for permits and fees, including those required under Subparagraph 3.7.1, which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

furnished by the Owner after receipt from the Contractor of a written request for such information or services.

2.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

### 2.3 OWNER'S RIGHT TO STOP THE WORK

2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

### 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*

## ARTICLE 3 CONTRACTOR

### 3.1 GENERAL

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

### 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Subparagraph 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

shall be reported promptly to the Architect as a request for information in such form as the Architect may require.

**3.2.2** Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Architect.

**3.2.3** If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect in response to the Contractor's notices or requests for information pursuant to Subparagraphs 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Subparagraphs 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Subparagraphs 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

### **3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

**3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage.

**3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

**3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### **3.4 LABOR AND MATERIALS**

**3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**3.4.2** The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

### 3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### 3.6 TAXES

3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### 3.7 PERMITS, FEES AND NOTICES

3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### 3.8 ALLOWANCES

3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2 Unless otherwise provided in the Contract Documents:

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances;
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Clause 3.8.2.1 and (2) changes in Contractor's costs under Clause 3.8.2.2.

3.8.3 Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work.

### 3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

### 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2 The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals.

3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### 3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work.

### 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Subparagraph 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect without action.

3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Subparagraph 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect without action.

3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

services, certifications or approvals performed by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Subparagraph 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

### 3.13 USE OF SITE

3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### 3.14 CUTTING AND PATCHING

3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### 3.15 CLEANING UP

3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

### 3.16 ACCESS TO WORK

3.16.1 The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

### 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

### 3.18 INDEMNIFICATION

3.18.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Paragraph 11.3, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 3.18.

3.18.2 In claims against any person or entity indemnified under this Paragraph 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Subparagraph 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*

## ARTICLE 4 ADMINISTRATION OF THE CONTRACT

### 4.1 ARCHITECT

4.1.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3 If the employment of the Architect is terminated, the Owner shall employ a new Architect against whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the former Architect.

### 4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Paragraph 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Subparagraph 3.3.1.

4.2.3 The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor,



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

**4.2.4 Communications Facilitating Contract Administration.** Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

**4.2.5** Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**4.2.6** The Architect will have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Subparagraphs 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*

**4.2.7** The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**4.2.8** The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph 7.4.

**4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

**4.2.10** If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

**4.2.11** The Architect will interpret and decide matters concerning performance under and requirements of, the Contract Documents on written request of either the Owner or



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

**4.2.12** Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

**4.2.13** The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

### **4.3 CLAIMS AND DISPUTES**

**4.3.1 Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

**4.3.2 Time Limits on Claims.** Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect and the other party.

**4.3.3 Continuing Contract Performance.** Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Subparagraph 9.7.1 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**4.3.4 Claims for Concealed or Unknown Conditions.** If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Paragraph 4.4.

**4.3.5 Claims for Additional Cost.** If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.6.

**4.3.6** If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Paragraph 4.3.

#### **4.3.7 Claims for Additional Time**

**4.3.7.1** If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

**4.3.7.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

**4.3.8 Injury or Damage to Person or Property.** If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

**4.3.9** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

**4.3.10 Claims for Consequential Damages.** The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Subparagraph 4.3.10 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

#### **4.4 RESOLUTION OF CLAIMS AND DISPUTES**

**4.4.1 Decision of Architect.** Claims, including those alleging an error or omission by the Architect but excluding those arising under Paragraphs 10.3 through 10.5, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the Contractor

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered by the Architect. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

**4.4.2** The Architect will review Claims and within ten days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Architect is unable to resolve the Claim if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Architect concludes that, in the Architect's sole discretion, it would be inappropriate for the Architect to resolve the Claim.

**4.4.3** In evaluating Claims, the Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Architect in rendering a decision. The Architect may request the Owner to authorize retention of such persons at the Owner's expense.

**4.4.4** If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either provide a response on the requested supporting data, advise the Architect when the response or supporting data will be furnished or advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will either reject or approve the Claim in whole or in part.

**4.4.5** The Architect will approve or reject Claims by written decision, which shall state the reasons therefor and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be final and binding on the parties but subject to mediation and arbitration.

**4.4.6** When a written decision of the Architect states that (1) the decision is final but subject to mediation and arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.

**4.4.7** Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**4.4.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the Claim by the Architect, by mediation or by arbitration.

#### **4.5 MEDIATION**

**4.5.1** Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraphs 4.3.10, 9.10.4 and 9.10.5 shall, after initial decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

4.5.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

4.5.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### 4.6 ARBITRATION

4.6.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraphs 4.3.10, 9.10.4 and 9.10.5, shall, after decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Paragraph 4.5.

4.6.2 Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Architect.

4.6.3 A demand for arbitration shall be made within the time limits specified in Subparagraphs 4.4.6 and 4.6.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Paragraph 13.7.

4.6.4 **Limitation on Consolidation or Joinder.** No arbitration arising out of or relating to the Contract shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described therein or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

4.6.5 **Claims and Timely Assertion of Claims.** The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

4.6.6 Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

## ARTICLE 5 SUBCONTRACTORS

### 5.1 DEFINITIONS

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitute.

### 5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*

### ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

#### 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Paragraph 4.3.

6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Other until subsequently revised.

6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

#### 6.2 MUTUAL RESPONSIBILITY



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 10.2.5.

6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Subparagraph 3.14.

### 6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*

## ARTICLE 7 CHANGES IN THE WORK

### 7.1 GENERAL

7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

### 7.2 CHANGE ORDERS

7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect, stating their agreement upon all of the following:

- .1 change in the Work;
- .2 the amount of the adjustment, if any, in the Contract Sum; and



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

.3 the extent of the adjustment, if any, in the Contract Time.

7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 7.3.3.

### 7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 as provided in Subparagraph 7.3.6.

7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clause 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.6 shall be limited to the following:

- .1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 additional costs of supervision and field office personnel directly attributable to the change.

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

.3 the extent of the adjustment, if any, in the Contract Time.

7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 7.3.3.

### 7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 as provided in Subparagraph 7.3.6.

7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clause 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.6 shall be limited to the following:

- .1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 additional costs of supervision and field office personnel directly attributable to the change.

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

7.3.9 When the Owner and Contractor agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

#### 7.4 MINOR CHANGES IN THE WORK

7.4.1 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*

### ARTICLE 8 TIME

#### 8.1 DEFINITIONS

8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

8.1.2 The date of commencement of the Work is the date established in the Agreement.

8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Paragraph 9.8.

8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### 8.2 PROGRESS AND COMPLETION

8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

### 8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3.

8.3.3 This Paragraph 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*

## ARTICLE 9 PAYMENTS AND COMPLETION

### 9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### 9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### 9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents.

9.3.1.1 As provided in Subparagraph 7.3.8, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

9.3.1.2 Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

#### 9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### 9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Subparagraph 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Subparagraph 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Subparagraph 3.3.2, because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 persistent failure to carry out the Work in accordance with the Contract Documents.

9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

## 9.6 PROGRESS PAYMENTS

9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

9.6.4 Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3 and 9.6.4.

9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

## 9.7 FAILURE OF PAYMENT

9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

## 9.8 SUBSTANTIAL COMPLETION

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## 9.9 PARTIAL OCCUPANCY OR USE

9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Clause 11.4.1.5 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## 9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

- .2 failure of the Work to comply with the requirements of the Contract Documents;
- or
- .3 terms of special warranties required by the Contract Documents.

9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### 10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### 10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

### 10.3 HAZARDOUS MATERIALS

10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2 The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*

10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Subparagraph 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

10.4 The Owner shall not be responsible under Paragraph 10.3 for materials and substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents.

10.5 If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

### 10.6 EMERGENCIES

10.6.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.3 and Article 7.



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

## ARTICLE 11 INSURANCE AND BONDS

### 11.1 CONTRACTOR'S LIABILITY INSURANCE

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 claims for bodily injury or property damage arising out of completed operations; and
- .8 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required, by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

## 11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

## 11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

11.3.1 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the Contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage, and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Clauses 11.1.1.2 through 11.1.1.5.



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

11.3.2 To the extent damages are covered by Project Management Protective Liability insurance, the Owner, Contractor and Architect waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance. The policy shall provide for such waivers of subrogation by endorsement or otherwise.

11.3.3 The Owner shall not require the Contractor to include the Owner, Architect or other persons or entities as additional insureds on the Contractor's Liability Insurance coverage under Paragraph 11.1.

#### 11.4 PROPERTY INSURANCE

11.4.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.4 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

11.4.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

*This document has been approved and endorsed by The Associated General Contractors of America.*

11.4.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

11.4.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

11.4.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

11.4.1.5 Partial occupancy or use in accordance with Paragraph 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.



11.4.2 **Boiler and Machinery Insurance.** The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the

©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

**11.4.3 Loss of Use Insurance.** The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

**11.4.4** If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

**11.4.5** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Subparagraph 11.4.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

**11.4.6** Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Paragraph 11.4. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

*This document has been approved and endorsed by The Associated General Contractors of America.*

**11.4.7 Waivers of Subrogation.** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Paragraph 11.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**11.4.8** A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Subparagraph 11.4.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.



**11.4.9** If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The

©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration award in which case the procedure shall be as provided in Paragraph 4.6. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

11.4.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved as provided in Paragraphs 4.5 and 4.6. The Owner as fiduciary shall, in the case of arbitration, make settlement with insurers in accordance with directions of the arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

#### 11.5 PERFORMANCE BOND AND PAYMENT BOND

11.5.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

11.5.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*

### ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

#### 12.1 UNCOVERING OF WORK

12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

12.1.2 If a portion of the Work has been covered which the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

#### 12.2 CORRECTION OF WORK

##### 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

12.2.1.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

##### 12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 In addition to the Contractor's obligations under Paragraph 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 151010Z, which expires on 6/20/2004.

correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Paragraph 2.4.

12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Paragraph 12.2.

12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

12.2.5 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### 12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### 13.1 GOVERNING LAW

13.1.1 The Contract shall be governed by the law of the place where the Project is located.

### 13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Subparagraph 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.2.2 The Owner may, without consent of the Contractor, assign the Contract to an institutional lender providing construction financing for the Project. In such event, the lender

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

shall assume the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### 13.3 WRITTEN NOTICE

13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

### 13.4 RIGHTS AND REMEDIES

13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

### 13.5 TESTS AND INSPECTIONS

13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Subparagraph 13.5.3, shall be at the Owner's expense.

13.5.3 If such procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



© 1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

### 13.6 INTEREST

13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

### 13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor:

- .1 **Before Substantial Completion.** As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- .2 **Between Substantial Completion and Final Certificate for Payment.** As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- .3 **After Final Certificate for Payment.** As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Paragraph 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### 14.1 TERMINATION BY THE CONTRACTOR

14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;
- .2 an act of government, such as a declaration of national emergency which requires all Work to be stopped;
- .3 because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Subparagraph 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 the Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Subparagraph 2.2.1.

14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

14.1.3 If one of the reasons described in Subparagraph 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.3.

## 14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

- .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

14.2.2 When any of the above reasons exist, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 accept assignment of subcontracts pursuant to Paragraph 5.4; and
- .3 finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

## 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Subparagraph 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



©1997 AIA®  
AIA DOCUMENT A201 - 1997  
GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

© Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, 1987, 1997 by The American Institute of Architects. Fifteenth Edition. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: constructcontractconditions.aia -- 5/19/2004. AIA License Number 1510102, which expires on 6/20/2004.

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

**SECTION 00810 – MODIFICATIONS TO GENERAL CONDITIONS****GENERAL**

- A. AIA Document A201, 1987 Edition, "General Conditions of the Contract for Construction", shall be considered an incorporated portion of Contract, and its provisions, unless specifically indicated to be omitted, shall determine all questions which may arise concerning adjudication of disputes or other matters covered therein having relation to Contracts between Owner and Contractor.
- B. Where any Article of AIA Document A201, 1987 Edition, is modified by alteration, addition or deletion, provisions of such Article shall remain in effect. All modifications shall be considered as added thereto. Where any such Article is amended, voided or superseded thereby, provisions of such Article not so specifically amended, voided or superseded shall remain in effect.
- C. Where provisions of "General Conditions of the Contract for Construction" relate to project administrative or work-related requirements of the Contract, those provisions (including, but not limited to, allowances, progress schedule, submittals procedure, temporary facilities, cutting and patching, record drawings and clean-up) are specified in Division 1 - GENERAL REQUIREMENTS if required.

**ARTICLE 1: GENERAL PROVISIONS****1.1 BASIC DEFINITIONS**

- A. To subparagraph 1.1.1 delete the first sentence and replace with the following: "The Contract Documents consist of the Invitation (Advertisement), Instructions to Bidders, Modifications to the Instructions to Bidders, Form of Proposal, General Conditions, Modifications to the General Conditions, Supplementary Conditions, Specifications, Drawings, Addenda issued prior to execution of Contract, Agreement between Owner and Contractor (hereinafter the Agreement), other Documents listed in the Agreement and Modifications issued after execution of the Contract."
- B. To subparagraph 1.1.1 delete the last sentence.
- C. To subparagraph 1.1.7 delete this paragraph and replace with the following: "The Project Manual consists of the Invitation (Advertisement), Instructions to Bidders, Modifications to the Instructions to Bidders, General Conditions, Modifications to the General Conditions, Supplementary Conditions, Form of Proposal and Specifications."
- D. Add subparagraph 1.1.8 MISCELLANEOUS DEFINITIONS
- E. Add clause 1.1.8.1 as follows: "The term "PRODUCT" as used herein includes materials, systems and equipment."
- F. Add clause 1.1.8.2 as follows: "The terms "INSTALL" or "FURNISH ALL LABOR" are used herein as term contractions and unless specifically noted otherwise are to mean "PERFORM ALL OPERATIONS CONNECTED WITH INSTALLATION OF WORK INCLUDING UNLOADING MATERIALS TO BE INSTALLED, SUPPLYING ALL NECESSARY EQUIPMENT AND RIGS TO DO THE WORK, TEST, PLACE IN OPERATION AND SERVICE."
- G. Add clause 1.1.8.3 as follows: "The terms "FURNISH" or "FURNISH ALL MATERIAL" are used herein as term contractions and unless specifically noted otherwise are to mean "SUPPLY AND DELIVER TO THE JOB SITE ALL MATERIALS AND/OR EQUIPMENT SO SPECIFIED."

- H. Add clause 1.1.8.4 as follows: "The word "PROVIDE" is used herein as a term contraction and unless otherwise specifically noted is to mean "FURNISH, INSTALL, CONNECT UP COMPLETE, TEST, PLACE IN OPERATION AND SERVICE."
- I. Add clause 1.1.8.5 as follows: "The terms "APPROVED", "EQUAL", "PROPER" AND "ADEQUATE" and words of similar meaning are understood to mean "IN THE OPINION OF THE ENGINEER."
- J. Add clause 1.1.8.6 as follows: " The word "REPLACE" is used herein as a term contraction and unless otherwise specifically noted is to mean "REMOVE EXISTING AND PROVIDE NEW."

## 1.2 EXECUTION, CORRELATION AND INTENT

- A. Delete subparagraph 1.2.3 and replace with the following:

"It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by the Engineer as provided in paragraph 4.2.11 and 4.2.12.

1.2.3.1 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be constructed in accordance with the law of the place of the Project.
- B. Add subparagraph 1.2.6 as follows: "Certain portions of the Specifications are written in condensed outline form and omitted words are to be supplied by inference. Naming of an article or operation shall have the effect of stating "Contractor shall furnish, install and complete" said operation or article unless it is further qualified in the context in which it appears."
- C. Add subparagraph 1.2.7 as follows: "When reference is made to specifications of a manufacturer, trade association, governmental agency, reference standard or similar source (such as ASTM, ASA, AISC, ACI, etc.) such is made part of these Specifications, having the force and effect as though reproduced herein, and upon entering into the Contract the Contractor acknowledges his familiarity with those pertaining to his Work."

## ARTICLE 2: OWNER

### 2.1 DEFINITION

- A. Add subparagraph 2.1.3 as follows: "The OWNER shall not supervise, direct or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

### 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

- A. Add to subparagraph 2.2.2: "CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.
- B. To subparagraph 2.2.5 delete this paragraph and replace with the following: "The Owner will furnish Contractor, free of charge, six (6) composite copies of Drawings and Project Manual. Additional copies of Drawings and Specifications will be furnished to Contractor at the cost of reproduction and handling, or free of charge if they are available from the bidding process."

### ARTICLE 3: CONTRACTOR

#### 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

- A. To subparagraph 3.2.1 delete the first two (2) sentences and replace with the following: "Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to Engineer any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or Engineer for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof.
- B. To subparagraph 3.2.1 add the following clause 3.2.1.1: "If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 3.5.1 CONTRACTOR shall report it to Engineer in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 10.3.1) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.5 be provided, however, that CONTRACTOR shall not be liable to OWNER or Engineer for failure to report any such conflict, error, ambiguity or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.
- C. To subparagraph 3.2.2 delete this paragraph and replace with the following: "The Contractor shall verify all dimensions locating the work and its relation to new work and all man-made obstructions and conditions, etc., necessary for the proper execution of the work as indicated in the Contract Documents."
- D. Add subparagraph 3.2.4 as follows: "Contractor shall make himself familiar with all conditions affecting the nature and manner of conducting the work."
- E. Add subparagraph 3.2.5 as follows: "Whenever the Drawings show existing or other construction not required as part of the Contract Work, it is understood that it is so shown as a matter of information and that the Owner, while believing such information to be substantially correct, assumes no responsibility thereof."

#### 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

- A. Delete subparagraph 3.3.1 in its entirety and replace with: "CONTRACTOR shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, CONTRACTOR shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

- B. Add subparagraph 3.3.1.1: "CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the Engineer through the CONTRACTOR.
- C. Add subparagraph 3.3.5 as follows: "Where equipment lines, piping, conduit or any other systems are shown diagrammatically, the Contractor shall be responsible for the coordination and orderly arrangement of the various lines of piping, conduit, etc. included in the Work of his Contract. He shall coordinate the work of his Subcontractors and prevent all interferences between equipment, lines of piping, etc. and avoid any unsightly arrangements in Work whether exposed or concealed. In the event there are other separate Contractors he shall also coordinate the Work of his Contract with the Work of any such separate Contractors."
- D. Add subparagraph 3.3.6 as follows: "The Contractor, his employees and Subcontractors shall be subject to such rules and regulations for the conduct of the Work as the Owner may establish. The Contractor shall be responsible for the enforcement among his employees of the Owner's instructions."

#### 3.4 LABOR AND MATERIALS

- A. To subparagraph 3.4.1 add clause 3.4.1.1 as follows: "Contractor shall warrant that he has good title to all materials used by him as part of the Work of this Contract. No materials or supplies shall be purchased by Contractor or any of his Subcontractors that are subject to any chattel mortgage, conditional sale or other agreement by which an interest is retained by Seller."
- B. To subparagraph 3.4.1 add clause 3.4.1.2 as follows: "On receipt of signed Contract, Contractor will be expected to place firm orders with vendors for needed materials in sufficient time to ensure delivery at such times as will ensure speedy and uninterrupted progress of the Work."
- C. Add subparagraph 3.4.3 as follows: "After the Contract has been executed, the Owner and Engineer will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications)."
- D. Add subparagraph 3.4.4 as follows: "By making requests for substitutions based on Subparagraph 3.4.3 contained herein, the Contractor:
  - 1. Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
  - 2. Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
  - 3. Certifies that the cost data presented is complete and includes all related costs under this Contract except the Engineers redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
  - 4. Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

- E. Add subparagraph 3.4.5 as follows: "In the Specifications, two or more kinds, types, brands, manufacturers or materials are named, are regarded as the required standard of quality, and are presumed to be equal. The Contractor may select one of these items or, if the Contractor desires to use any kind, type, brand, manufacturer or material other than those named in the Specification, he shall indicate in writing, when requested, and prior to award of contract, what kind, type, brand, manufacturer is included in the base bid for the specified item."

### 3.5 WARRANTY

- A. To subparagraph 3.5.1 delete last sentence and replace with the following: "All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by Engineer, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents. Contractor to give a 1 year guarantee on all labor and material for 1 year from acceptance by Owner."

### 3.7 PERMITS, FEES AND NOTICES

- A. To subparagraph 3.7.2 add the following clause: "Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor Engineer shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations."

### 3.9 SUPERINTENDENT

- A. Add subparagraph 3.9.2 as follows: "The Contractor shall not change the superintendent during the course of construction without prior notification of the Engineer and Owner in writing."

### 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

- A. Add subparagraph 3.10.4 as follows: "For additional requirements refer to Specification Section 01200-PROGRESS DOCUMENTATION AND PROCEDURES. Reference to 3.10 elsewhere in the Contract Documents shall read as referring to that Section of the Specifications."

### 3.11 DOCUMENTS AND SAMPLES AT THE SITE

- A. Add subparagraph 3.11.2 as follows: "For additional requirements refer to Specification Section 01800-PROJECT RECORD DOCUMENTS. Reference to 3.11 elsewhere in the Contract Documents shall read as referring to that Section of the Specifications."

### 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Add clause 3.12.5.1 as follows: "Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal."
- B. 3.12.8 Add subparagraphs 3.12.8.1, 3.12.8.2, 3.12.8.3 and 3.12.8.4 as follows:

3.12.8.1 "Or-equal": If in Engineer's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items."

3.12.8.2 "Substitute Items: If in Engineer's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under subparagraph 3.3.2.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute thereof. The procedure for review by the Engineer will include the following as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than CONTRACTOR. If

CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by Engineer in evaluating the proposed substitute. Engineer may require CONTRACTOR to furnish additional data about the proposed substitute."

3.12.8.3 "CONTRACTOR's Expense: All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be at CONTRACTOR's expense."

3.12.8.4 "Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to Engineer. CONTRACTOR shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by Engineer will be similar to that provided in subparagraph 3.3.2.2. The OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. Engineer will record time required by Engineer and Engineer's Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 3.3.2.2 and 3.3.2.4 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the project) occasioned thereby. Whether or not Engineer accepts a substitute item so proposed or submitted by

CONTRACTOR, CONTRACTOR shall reimburse OWNER for the changes of Engineer and Engineer's Consultants for evaluating each such proposed substitute item.

- C. Add subparagraph 3.12.12 as follows: "The Review of the Shop Drawings, Product Data and Samples is an obligation of the Engineer as described in subparagraph 4.2.7 of these General Conditions. The normal cost of the Engineers review is included in the owner engineer agreement.  
Normal cost is hereby defined as the cost necessary to perform the original review of each shop drawing, product data, or sample and the review of one resubmittal for providing incidental information not included in the initial submission.  
The cost of additional review(s) or a substantial resubmittal as compared to incidental information will be the responsibility of the Contractor and the Contractor shall reimburse the Owner for any such costs charged by the Engineer.
- D. Add subparagraph 3.12.13 as follows: "For additional requirements refer to Specification Section 01300-SUBMITTALS. Reference to 3.12 elsewhere in the Contract Documents shall read as referring to that Section of the Specifications."

3.13 WARRANTEE: All material and labor must be warranted for 1 year after final project closeout.

#### **ARTICLE 4: ADMINISTRATION OF THE CONTRACT**

##### 4.1 ENGINEER

- A. Delete subparagraph 4.1.4 in its entirety.

##### 4.2 ENGINEER'S ADMINISTRATION OF THE CONTRACTS

- A. Add subparagraph 4.2.9.1 as follows: "Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and Other documentation required to be delivered by paragraph 9.10.2 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

##### 4.3 CLAIMS AND DISPUTES

- A. Subparagraph 4.3.6 Claims for Concealed or Unknown Conditions; delete the remainder in the first sentence after the word disturbed.
- B. Add subparagraphs 4.3.6.1, 4.3.6.2, 4.3.6.3 and 4.3.6.4 as follows:

4.3.6.1 "The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or Engineer by the owners of such Underground Facilities or by others is otherwise expressly provided in the Contract Documents."

4.3.6.2 "OWNER and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and"

4.3.6.3 "The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for; (i) reviewing and checking all such information and data,

(ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground

Facilities as provided in paragraph 10.1 and 10.2 and repairing any damage thereto resulting from the Work."

4.3.6.4 "If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof or performing any Work in connection therewith (except in an emergency as required by paragraph 10.3.1, identify the owner of such Underground Facility and give written notice to that owner and to OWNER and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If Engineer concludes that a change in the Contract Documents is required, a Change Directive or a Change Order will be issued as provided in Article 7 to reflect and document such consequences. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 10.1 and 10.2. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or the amount or length of any such adjustment in Contract Price or Contract Time, CONTRACTOR may make a claim thereof as provided in Articles 7 and 8. However, OWNER, Engineer and Engineer's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

C. Add subparagraph 4.3.7.1 as follows:

4.3.7.1 "CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Time if:"

1. "CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a bid or becoming bound under a negotiated contract; or"
2. "The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or"
3. "CONTRACTOR failed to give the written notice within the time and as required by paragraph 9.2."
4. "If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 11 and 12. However, OWNER, Engineer and Engineer's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

- D. Add subparagraph 4.3.10 as follows: "All written claims for additional cost, additional time and damages shall include time of occurrence, location and other identifying factors and shall be supported, if so required by Engineer by letters, journals or diaries, instructions or other pertinent and applicable records. Terms of this subparagraph shall apply equally to subparagraphs 4.3.7, 4.3.8 and 4.3.9."
- E. Add subparagraph 4.3.11 as follows: "Owner shall not be liable to any Contractor or Subcontractor for damages caused by any breach of contract, delay in performance or other act of neglect by other Contractors or Subcontractors having Contracts for performance of any portion of Work. Terms of this subparagraph shall apply equally to subparagraphs 4.3.7, 4.3.8 and 4.3.9."

#### 4.4 ARBITRATION

- A. Delete this section in its entirety.

### **ARTICLE 5: SUBCONTRACTORS**

#### 5.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

- A. Add subparagraph 5.2.5 as follows: "For additional requirements refer to Specification Section 00100 INSTRUCTIONS TO BIDDERS (6.3 SUBMITTALS)."

### **ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

- A. No modifications.

### **ARTICLE 7: CHANGES IN THE WORK**

#### 7.1 CHANGES

- A. Add to subparagraph 7.1.4 the following: "CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraph 1.1.3 except in the case of an emergency as provided in paragraph 10.3.1 or in the case of uncovering Work as provided in paragraph 12.1.2."

#### 7.2 CHANGE ORDERS

- A. Add to subparagraph 7.2.1.4 as follows the allowance for overhead and profit shall be as listed in 7.3.10.

#### 7.3 CONSTRUCTION CHANGE DIRECTIVES

- A. To subparagraph 7.3.6 delete in the first sentence the phrase "a reasonable allowance for overhead and profit" and replace with the following: "an allowance for overhead and profit in accordance with clauses 7.3.10.1 through 7.3.10.6 contained herein."
- B. Add subparagraph 7.3.10 as follows: "In subparagraph 7.3.6, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:
  1. For the Contractor, for Work performed by the Contractor's own forces, (15) percent of the cost.

2. For the Contractor, for Work performed by the Contractor's Subcontractor (7) percent of the amount due the Subcontractor.
  3. For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, (15) percent of the cost.
  4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, (7) percent of the amount due the Sub-subcontractor.
  5. Cost to which overhead and profit is to be applied shall be determined in accordance with subparagraph 7.3.6.
  6. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed herein. Where major cost items are Subcontracts, they shall be itemized also."
- C. Add subparagraph 7.3.11 as follows: "If any material previously required is omitted by written order of the Owner after it has been delivered to, or partially worked on by the Contractor, and consequently will not retain its full value for other uses, Contractor shall be allowed actual cost of omitted material, less fair market value of material, as determined by Engineer."
- D. Add subparagraph 7.3.12 as follows: "Cost shall not be allowed in excess of usual rentals charged in area for similar equipment of like size and condition, including costs of necessary supplies and repairs for operating equipment on site in connection with other work unless its use incurs actual and additional costs to Contractor. If equipment not on site is required for change in work only, cost of transporting equipment to and from site will be allowed."

## **ARTICLE 8: TIME**

### **8.1 DEFINITIONS**

- A. To subparagraph 8.1.1, delete the remainder of the sentence after the word "Completion" and add the following "and to complete the work so that it is ready for final payment as evidenced by the Engineer."

### **8.2 PROGRESS AND COMPLETION**

- A. Add subparagraph 8.2.4 as follows: "In no case shall the Contractor delay the progress of the Work, or any part thereof, in response to changes in the Work or disputes caused by proposed or ordered changes in the Work, or any disputes or disagreements as to equitable value of the changes."

### **8.3 DELAYS AND EXTENSIONS OF TIME**

- A. Add to subparagraph 8.3.3 the following: "Where CONTRACTOR is prevented from completing any part of the Work within the Contract Time due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Time in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work."

## **ARTICLE 9: PAYMENT AND COMPLETION**

## 9.2 SCHEDULE OF VALUES

- A. To subparagraph 9.2.1 add prior to first sentence "At least 10 days."
- B. To subparagraph 9.2.1 add the following after the first sentence "The Contractor shall have an additional 10 days to make corrections and adjustments, and to complete, and resubmit the schedule. No progress payments shall be made to the Contractor until schedules are submitted and acceptable to the Engineer."

## 9.6 PROGRESS PAYMENTS

- A. To subparagraph 9.6.1 add the following: "Certificates for Payment shall be issued monthly if work is progressing satisfactorily and if application for payment has been submitted. Certificate shall not exceed 95% of the value of the labor and materials furnished and incorporated in the building."
- B. To subparagraph 9.6.2 add the following: "Within fifteen (15) calendar days the receipt of a payment from the Owner, the Contractor shall pay each of his Subcontractors and material men for Work performed and/or materials furnished by them as reflected in the payment from the Owner, less an amount necessary to satisfy any outstanding claims, liens or judgments and less a retained amount of not more than 5%, except that the Contractor may retain not more than 10% provided that prior to entering into a Subcontract with the Contractor, the Subcontractor is unable or unwilling to provide a performance bond and labor and material bond both in the full amount of the Subcontract at the request of the Contractor. The Contractor shall not retain portions of the proceeds owed the Subcontractor and/or material man from the Owner's payment to the Contractor for the "Contract balance". Similar provisions apply to the Subcontractor and/or material man paying each of his Subcontractors and material men. Nothing in the law creates any obligation on the part of the Owner to pay, or to see to the payment of, Subcontractor or material man from a Contractor, nor creates any relationship in contract or otherwise, implied or expressed, between the Subcontractor and material man and the Owner."

## 9.7 FAILURE OF PAYMENT

- A. Delete from subparagraph 9.7.1 in the first sentence the words "or awarded by arbitration."

## 9.8 SUBSTANTIAL COMPLETION

- A. Add to subparagraph 9.8.2.1 the following clause: "OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list."

## 9.10 FINAL COMPLETION AND FINAL PAYMENT

- A. Delete first sentence in subparagraph 9.10.1 up to the word "when" and insert the following paragraph: "Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, and upon receipt of a Final Application for Payment Engineer will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies."  
Begin second sentence with "when."

- B. To subparagraph 9.10.2 add the following: "Upon demand by the Owner, Contractor shall provide and file bond for discharge of any lien, as required by Lien Law, State of New York, Section 21, Paragraph 5."

#### ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

- A. No modifications.

#### ARTICLE 11: INSURANCE AND BONDS

##### 11.1 CONTRACTOR'S LIABILITY INSURANCE

- A. To subparagraph 11.1.1 delete in the first sentence, following the word "maintain", the phrase "in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located" and replace with the following: "in a company or companies licensed to do business in the state in which the Project is located and one to which the Owner has no reasonable objection."

- B. Add clause 11.1.1.8 as follows: "Where the Contract or Subcontract involves asbestos, the insurance required by paragraph 11.1 shall specifically include the words asbestos abatement work

and shall specify any limitations on completed operation time period. If there is a limitation it will be at the Owner's discretion to accept or reject that limitation."

- C. Add clause 11.1.1.9 as follows: "Insurance must remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 12.2.2.

- D. Add clause 11.1.3.1 as follows: "The submittal of the Certificates of Insurance shall include a disclosure of any prior and/or pending claims against the submitted policies. In addition, the Contractor shall immediately make known to the Owner, any subsequent claims against the aforementioned policies."

- E. Add subparagraph 11.1.4 SCHEDULE OF INSURANCE as follows:

1. WORKERS COMPENSATION - A policy covering the obligations of the Contractor in accordance with the Workers Compensation Law and the Disability Benefits Law covering all operations under this Contract whether performed by the Contractor or its Subcontractors."
2. COMPREHENSIVE GENERAL LIABILITY - Written on an occurrence basis with coverage issued to and covering the liability of the Contractor and each Subcontractor for all the work and operations relating thereto and all obligations assumed by Contractor, under this Contract, in an amount which shall not be less than the following limits:

- |     |  |              |
|-----|--|--------------|
| (a) | Bodily Injury and Property Damage<br>General Aggregate | \$3,000,000. |
| (b) | Products & Completed Operations<br>Aggregate           | \$3,000,000. |
| (c) | Personal & Advertising Injury                          | \$3,000,000. |
| (d) | Each Occurrence  | \$3,000,000. |

- (1) Premises Operations - Issued to and including coverage for Bodily Injury and Property Damage due to losses caused by explosion, collapse and underground.

- (2) Products & Completed Operations - Issued to and including coverage for claims that may arise after the Work has been completed and he has vacated the premises. This

insurance shall remain in effect for one (1) year after Final Completion of the Project.

- (3) Contractual Liability - Issued to and covering liability for damages imposed under this Contract upon each Subcontractor directly or indirectly affecting operations under this Contract or used for services thereof.
3. AUTOMOBILE LIABILITY - Bodily, Injury and Property damage Insurance covering all automobiles, trucks, tractors, trailers, motorcycles or other automotive equipment whether owned or rented by the Contractor or by employees of the Contractor.
- (e) Liability Limit: each accident \$3,000,000.
4. UMBRELLA LIABILITY - Contractor shall be required to provide Bodily Injury and Property Damage Insurance limits in excess of those limits shown herein. The additional limits shall be as follows:
- (a) Each Occurrence: \$3,000,000.  
 (b) Aggregate: \$3,000,000.  
 (c) Retained Limit: \$10,000.
5. The Contractor shall name the Owner as an additional insured in all insurance for the Project.
6. The Owner and Engineer shall be indemnified by the Contractor as required by paragraph 3.18 INDEMNIFICATION, of these General Conditions."

### 11.3 PROPERTY INSURANCE

- A. To subparagraph 11.3.1 delete in the first sentence the phrase "Unless otherwise provided, the Owner" and replace with the following: "The Contractor".

### 11.4 PERFORMANCE BOND AND PAYMENT BOND

- A. Delete subparagraph 11.4.1 and replace with the following: "CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations.
- B. Add subparagraph 11.4.1.1: "If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 11.4.1 CONTRACTOR shall within ten days thereafter substitute another Bond and surety, both of which must be acceptable to OWNER.

## ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

### 12.3 ACCEPTANCE OF NONCONFORMING WORK

- A. Add subparagraph 12.3.2: "If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to Engineer's recommendation of final payment, also Engineers) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents

with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim thereof as provided in Article 2. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

## **ARTICLE 13: MISCELLANEOUS PROVISIONS**

### **13.5 TESTS AND INSPECTIONS**

- A. Add subparagraph 13.5.7 as follows: "Any matter to be furnished shall be subject to inspections and tests in the shop and field by the Engineer. Shop inspection shall not relieve the Contractor of the responsibility to furnish satisfactory materials, and the right is reserved to reject any material at any time before final acceptance of the Work, when in the opinion of the Engineer the materials and workmanship do not conform to the Specification requirements."
- B. Add subparagraph 13.5.8 as follows: "Test specimens will be submitted to an independent laboratory designated by the Engineer. Test data will be furnished to the Contractor by the Engineer."

13.51 Cost of Testing and inspection to be borne by the Contractor.

### **Add 13.8 CONTRACT DEEMED EXECUTORY**

- A. Add subparagraph 13.8.1 as follows: "The CONTRACTOR agrees that the Contract shall be deemed executory to the extent of the monies available and that no liability shall be incurred by the Owner beyond the monies available therefor."

### **Add 13.9 USE OR OCCUPANCY OF BUILDING BY OWNER**

- A. Add subparagraph 13.9.1 as follows: "Contractors shall cooperate with Owner in order to make portions of project available as soon as possible."
- B. Add subparagraph 13.9.2 as follows: "Site and building, whether work of various Contractors is partially or fully completed or not, is property of Owner who shall have certain rights and privileges in connection with use of same, including the following:
  - 1. Should there be, in the opinion of the Engineer, unwarranted delay on the part of any Contractor in completion of incomplete or defective Work or other Contract requirements, and Engineer so certifies, Owner may have full or partial use and occupancy of any or all portions of buildings as required for moving in or installing furniture, fixtures, supplies, or equipment and for general cleaning and maintenance work. In such event Contractor whose unfinished Work is performed subsequent to installation of furniture, fixtures, equipment, etc., shall be responsible for the prevention of any damage to such installation. Such use or occupancy by Owner shall in no instance constitute acceptance of any portion of the Work."

### **Add 13.10 GENERAL WARRANTY**

- A. Add subparagraph 13.10.1 as follows "Neither final Certificate of Payment nor any provision in Contract Documents nor partial or entire occupancy of premises by Owner shall constitute acceptance of Work not performed in accordance with Contract Documents or relieve Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. Upon written notice from Engineer, Contractor shall remedy any defects in the Work, and pay for any damage to other Work resulting therefrom, which shall appear within a period of one (1) year, unless longer period is specified, from date of final

payment for completed Work, or acceptance of any major portion of building. It is understood that Owner will notify Engineer of observed defects with reasonable promptness."

**ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT**

- A. No modifications.

END OF SECTION

## SECTION 00825 - PREVAILING WAGE RATES

**0.01 GENERAL**

- A. Wage rates shall apply as shown in the attached prevailing rate schedule prepared by the State of New York Department of Labor.
- B. The Contractor shall be responsible for completing one copy of the form PW-16, the identification number is in small print and is located in the bottom left corner of the form, enclosed as part of the prevailing wage rate package. Leave the "CONTRACTS NOT YET AWARDED" section blank. Upon Completion the contractor shall mail the form to the architect/engineer for record keeping and for forwarding on to the New York State Department of Labor.

"General Decision Number: NY20220007 02/25/2022

Superseded General Decision Number: NY20210007

State: New York

Construction Types: Building, Heavy and Highway

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

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

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

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

| that contract in 2022. |

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

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

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

ASBE0040-003 05/01/2020

SULLIVAN AND ULSTER COUNTIES

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

-----  
ASBE0091-002 05/31/2021

DUTCHESS AND ORANGE COUNTIES

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

HAZARDOUS MATERIAL HANDLER

Duties limited to preparation, wetting, stripping, removal scrapping, vacuuming, bagging and disposing of all insulation materials; whether they contain asbestos or not from mechanical systems.....\$ 44.12

43.35

Insulator/asbestos worker (Includes application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....\$ 44.12

43.35

-----  
BOIL0005-001 01/01/2021

Rates

Fringes

BOILERMAKER.....\$ 63.38

33%+47.22+a

FOOTNOTE:

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

-----  
BRNY0005-001 06/01/2021

Rates

Fringes

BRICKLAYER (BUILDING CONSTRUCTION)

DUTCHESS, ORANGE (Excluding the town of Tuxedo) and ULSTER COUNTIES Bricklayers, Cement Masons, Plasterers, Stone Masons.....\$ 43.04

34.99

ORANGE COUNTY (Town of Tuxedo) Bricklayers, Cement Masons, Plasterers, Stone Masons.....\$ 42.59

34.50

BRICKLAYER (HEAVY CONSTRUCTION)

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

-----  
 CARP0279-005 07/01/2021

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

-----  
 CARP0740-002 07/01/2021

DUTCHESS AND ORANGE COUNTIES		
	Rates	Fringes
MILLWRIGHT.....	\$ 45.00	40.41

-----  
 CARP1556-005 07/01/2021

DUTCHESS AND ORANGE COUNTIES		
	Rates	Fringes
Diver Tender.....	\$ 51.34	52.79
Diver.....	\$ 71.80	52.79



days before or two days after the holiday.

-----  
ELEC1249-004 05/03/2021

	Rates	Fringes
ELECTRICIAN (Line Construction)		
Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :		
Flagman.....	\$ 32.82	7%+34.40
Groundman digging machine operator.....	\$ 49.23	7%+34.40
Groundman truck driver (tractor trailer unit).....	\$ 46.50	7%+34.40
Groundman Truck driver.....	\$ 43.76	7%+34.40
Lineman and Technician.....	\$ 54.70	7%+35.40
Mechanic.....	\$ 43.76	7%+34.40
Substation:		
Cable Splicer.....	\$ 60.17	7%+35.40
Flagman.....	\$ 32.82	7%+34.40
Ground man truck driver....	\$ 43.76	7%+34.40
Groundman digging machine operator.....	\$ 49.23	7%+34.40
Groundman truck driver (tractor trailer unit).....	\$ 46.50	7%+34.40
Lineman & Technician.....	\$ 54.70	7%+35.40
Mechanic.....	\$ 43.76	7%+34.40
Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic		

ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation

Cable Splicer.....	\$ 61.62	7%+35.40
Flagman.....	\$ 33.61	7%+34.40
Groundman Digging Machine Operator.....	\$ 50.42	7%+34.40
Groundman Truck Driver (tractor-trailer unit).....	\$ 47.62	7%+34.40
Groundman Truck Driver.....	\$ 44.82	7%+34.40
Lineman & Technician.....	\$ 56.02	7%+35.40
Mechanic.....	\$ 44.82	7%+34.40

FOOTNOTE:

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

-----  
 ELEC1249-005 05/06/2019

SULLIVAN COUNTY

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

(tractor trailer unit).....	\$ 36.00	6.75%+24.15
Lineman & Technician.....	\$ 45.00	6.75%+24.15
Mechanic.....	\$ 36.00	6.75%+24.15

FOOTNOTE:

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

-----  
 ELEC1249-008 01/03/2021

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

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

-----  
 ELEV0138-001 01/01/2022

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

FOOTNOTE:

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

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

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

POWER EQUIPMENT OPERATORS HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck , Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self Propelled, Slipform, Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader ( 4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.) Quad 9, Quarry Master (or equivalent), Scraper, Fireman, Form Tamper, Grout Pump, Guniting Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary

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

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

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTES:

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

-----  
ENGI0106-008 07/01/2018

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

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

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

FOOTNOTE:

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

GROUP A(1): Crane Premiums

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

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

GROUP B: Backhoe, (tractor mounted rubber tired equivalent to John Deere 510 or less), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader,

road roller, blacktop roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydrohammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist - two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, cord and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinkey locomotive, skid steer loader, track excavator 5/8 cu. yd. or smaller.

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

-----  
 ENGI0137-001 03/06/2017

DUTCHESS COUNTY (POUGHKEEPSIE AND SOUTH THEREOF)

BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1A.....	\$ 53.95	28.52+a
GROUP 1B.....	\$ 49.68	28.52+a
GROUP 2A.....	\$ 52.03	28.52+a
GROUP 3A.....	\$ 50.11	28.52+a
GROUP 3B.....	\$ 47.67	28.52+a
GROUP 4A.....	\$ 49.60	28.52+a
GROUP 4B.....	\$ 41.85	28.52+a
GROUP 5.....	\$ 45.17	28.52+a
GROUP 5A.....	\$ 56.63	28.52+a
GROUP 5B.....	\$ 42.83	28.52+a
GROUP 6.....	\$ 44.92	28.52+a

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

Crane Operators (100-149 ft) 2.00

Crane Operators (149 ft +) 3.00

Loader Operators (over 5 cu y) .50  
Shovel Operators (over 4 cu yd)1.00

FOOTNOTE:

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

POWER EQUIPMENT OPERATORS CLASSIFICATION

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

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

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

GROUP 3-A: Asphalt plant; boiler (high pressure); concrete

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

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

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

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

GROUP 5: Motorized roller (walk behind)

GROUP 5-A: Master Mechanic

GROUP 5-B: Utility Man

GROUP 6: Warehouse Man

-----  
ENGI0137-007 03/06/2017

Poughkeepsie and South thereof

Rates

Fringes

Power Equipment Operator

(HEAVY & HIGHWAY)

GROUP 1.....	\$ 58.54	28.15+a
GROUP 1-A.....	\$ 51.68	28.15+a
GROUP 1-B.....	\$ 54.42	28.15+a
GROUP 2-A.....	\$ 49.52	28.15+a
GROUP 2-B.....	\$ 51.05	28.15+a
GROUP 3.....	\$ 48.67	28.15+a
GROUP 4-A.....	\$ 44.29	28.15+a
GROUP 4-B.....	\$ 38.13	28.15+a
GROUP 5.....	\$ 54.69	28.15+a
GROUP 5-A-1.....	\$ 54.69	28.15+a
GROUP 5-A-2.....	\$ 66.22	28.15+a
GROUP 5-A-3.....	\$ 63.97	28.15+a
GROUP 5-A-4.....	\$ 60.03	28.15+a
GROUP 5-A-5.....	\$ 50.65	28.15+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (HEAVY & HIGHWAY)

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

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

GROUP 1-B: Road Paver, Asphalt

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

GROUP 2-B: Mechanic (outside) all types

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

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

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

GROUP 5: Oiler

GROUP 5-A-1: Master Mechanic

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

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

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

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

NOTES:

Loader Operator (over 5 cu yds)	.50
Shoval Operators (over 4 cu yd)	1.00
Hazmat premium over regular rate	20%

CRANES:

100 ft- 149 ft: receive \$2.00 more than Group 1 rate  
 149 ft and over receive \$3.00 more than Group 1 rate

FOOTNOTE:

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

-----  
 ENGI0825-007 01/01/2018

ORANGE, ULSTER AND SULLIVAN COUNTIES

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

NOTES:

Hazmat Premium                    20%  
 Hydrographic Premium            .50

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (BLDG, HEAVY & HWY)

GROUP 1: Autograde-Pavement-Profiler (CMI and Similar Type);  
 utograde-Pavement-Profiler (CMI and Similar Types);  
 Autograde Slipform Paver (CMI and Similar Types);  
 Backhoe; Central Power Plants (all types); Concrete Paving  
 Machine (s-240 and Similar Types); Cranes (All Types,  
 Including Overhead and Straddle Traveling Type); Cranes,  
 Gantry; Derricks (Land, Floating or Chicago Boom Type);  
 Drillmaster/Quartmaster (Down the Hole Drill) Rotary Drill;  
 Self-Propelled, Hydraulic Drill, Self-Powered Drill  
 Draglines, Elevator Graders, Front End Loaders (5 yds. and  
 over), Gradalls, Grader: Rago, Helicopters (Copilot),  
 Helicopters, (Communication Engineer), Locomotive (large),  
 Mucking Machines, Pavement and Concrete Breaker  
 (Superhammer, Hoe Ram, Brokk 250 and Similar Types), Pile  
 Driver (length of boom including length of leads shall  
 determine premium rate applicable), Roadway Surface Grinder  
 Scooper (loader and shovel), Shovels, Tree Chooper with

Boom, Trench Machines, Tunnel Boring Machines.

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

GROUP 3: Asphalt Curbing Machine, Asphalt Plant Engineer, Asphalt Spreader; Autograde Tube Finisher & Texturing Machine (CMI and Similar types) Autograde Curecrete Machine (CMI and Similar Types); Bar Bending Machines (power), Batchers, Batching Plant and Crusher on-site; Belt Conveyor Systems; Boom Type Skimmer Machines; Bridge Deck Finisher; Bulldozers (all); Car Dumpers (A:road); Chief of Party; Compressor and Blower Type Units (used) Independently or Mounted On Dual Purpose Trucks, On Job Site or In Conduction with Job Site, In Loading and Unloading of Concrete, Cement, Fly Ash, Instantcrete, or Similar Type Materials); Compressor 92 or 3 in Battery); Concrete Finishing Machines; Concrete Saws and Cutters (ride on type); Concrete Spreaders, Hetzel, Rexomatic and Similar types; Concrete Vibrators; Conveyors, Under 125 ft), Crushing Machines, Ditching Machine, Small (ditchwitch, Vermeer or Similar type); Dope Dots (mechanical with or without pump), dumpsters; Elevator; Fireman; Forklifts (economobile, lull, and similar types of equipment); Front End Loaders (1 yd. and over but less than 2 yds.); Generators (2 or 3 in Battery/ within 100 ft); Giraffe Grinders, Graders and Motor Patrols; Grout Pump; Gunnite Machines (excluding nozzle); Hammer Vibratory (in conduction with generators); Hoists (Roof, Tuggeraerial

Platform Hoist and House Cars), Hoppers, Hoppers Doors (power operated); Hydro-Blaster (where required); Ladders (Motorized); Laddervator; Locomotive, Dinky type; Maintenance, Utility Man; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols and Graders; Pavement Breakers, Small, Self-Propelled ride on type (also maintains compressor or hydraulic unit); Pavement Breaker, Truck Mounted; Pipe Bending Machine (power); Pitch Pump; Plaster Pump (regardless of size); Post Hole Digger (post pounder and auger); Rod Bending Machines (power); Roller, Black Top; Scales, (power); Seaman Pulverizing Mixer; Shoulder Widener; Silos; Skimmer Machines (Boom Type); Steel Cutting Machine, Services and Maintains; Tamrock Drill; Tractors; Tug Captain; Vibrating Plants (used in conduction with unloading); welder and Repair Machines. Concrete cleaning/decontamination machine operator; Directional boring machine; Heavy equipment robotics operator; Master environmental maintenance operator; Ultra high pressure waterjet cutting tool system operator; maintenance operator; Vacuum blasting machine operator

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

GROUP 5: Oiler

GROUP 6: Helicopter Pilot

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

-----  
 ENGI0825-008 01/01/2018

ORANGE, ULSTER AND SULLIVAN COUNTIES

	Rates	Fringes
Power equipment operators:		
BUILDING CONSTRUCTION		
STEEL ERECTION		
GROUP 1.....	\$ 59.09	30.30
GROUP 2.....	\$ 57.43	30.30
GROUP 3.....	\$ 50.14	30.30
GROUP 4.....	\$ 47.48	30.30
GROUP 5.....	\$ 45.95	30.30
GROUP 6.....	\$ 44.19	30.30
GROUP 7.....	\$ 53.70	30.30
BUILDING CONSTRUCTION TANK		
ERECTION		
GROUP 1.....	\$ 58.81	30.30
GROUP 2.....	\$ 57.22	30.30
GROUP 3.....	\$ 53.70	30.30
GROUP 4.....	\$ 50.13	30.30
GROUP 5.....	\$ 44.92	30.30
OILOSTATIC MAINLINES AND		
TRANSPORTATION PIPE LINES		
GROUP 1.....	\$ 51.20	30.30
GROUP 2.....	\$ 49.55	30.30
GROUP 3.....	\$ 47.41	30.30
GROUP 4.....	\$ 45.91	30.30
GROUP 5.....	\$ 44.19	30.30
GROUP 6.....	\$ 53.13	30.30

NOTES:

Hydrographic Premium	50	
Hazmat Premium		20%
Tunnel Premium		.75

STEEL ERECTION CLASSIFICATIONS

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

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

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

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

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

GROUP 6: Oiler

GROUP 7: Helicopter Pilot .

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

For BUILDING CONSTRUCTION TANK ERECTION CLASSIFICATIONS

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

TANK ERECTION CLASSIFICATIONS

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

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

GROUP 3: Helicopter Pilot Engineer.

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

GROUP 5: Oiler

FOOTNOTE:

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

For OILOSTATIC MAINLINES AND TRANSPORTATION PIPE LINE CLASSIFICATIONS

NOTES:

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

OILSTATIC MAINLINES AND TRANSPORTATION PIPE LINES CLASSIFICATIONS

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

GROUP 2: ""A"" Frame; Backhoe (Combination Hoe Loader); Boring and Drilling Machines; Ditching Machines, Small,

Ditchwitch, Vermeer or Similar type; Forklifts; Front End Loaders 92 yds. and over but less than 5 yds.); Graders, Finish (fine); Hydraulic Cranes 10 tons and under (over 10 tons) Cranes Rate Applies); Side Booms: Winch Trucks (Hoisting).

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

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

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

GROUP 6: Helicopter Pilot

FOOTNOTE:

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

-----  
IRON0417-001 07/01/2021

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

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

-----  
\* LAB00017-002 06/01/2019

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

LABORER

DUTCHESS COUNTY (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work): (BUILDING CONSTRUCTION)		
GROUP 1.....	\$ 35.95	27.15
GROUP 2.....	\$ 37.75	27.15
DUTCHESS COUNTY (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work): (HEAVY & HIGHWAY:)		
GROUP 2.....	\$ 37.90	27.15+a
GROUP 3.....	\$ 42.15	27.15+a
ORANGE AND ULSTER COUNTIES (BUILDING CONSTRUCTION:)		
GROUP 1.....	\$ 35.95	27.15
GROUP 2.....	\$ 37.75	27.15
GROUP 3.....	\$ 40.50	27.15
ORANGE, ULSTER, AND SULLIVAN COUNTIES (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 33.15	27.15+a
GROUP 2.....	\$ 37.90	27.15+a
GROUP 3.....	\$ 42.15	27.15+a
GROUP 4.....	\$ 46.75	27.15+a
TUNNEL, SHAFT & CAISSON WORK		
GROUP 1.....	\$ 48.05	29.50+a

LABORERS BUILDING CLASSIFICATIONS

GROUP 1: Custodial work, flag person, portable generator tender, portable pump tender, pitman and dumpman, firewatch, temporary heat tender, temporary light tender, traffic control, tool room tender; Artificial turf, air chipping hammer acoustic pump and mixer, carpenter tender, concrete, concrete curb and sidewalk form setter, concrete form stripping, concrete sealing, concrete curing, concrete finisher, concrete vibrator, compressor, clean up after trades, dismantling demolition, excavation, fireproofing, foundation and building piping, pump and mixer, gunite, general clean up, grade checker, grading and backfilling, hoists, hod carrier, landscaping, mason tender, multi building trades tender, jackhammer, pavement breaker, poured gypsum roof work, power tampers, power walk behind

roller, pressure blasting, power mixer, scaffolding, snow removal, signal person, sandblasting, styrofoam and similar installation, radio control equipment including but not limited to radio control tampers and rollers, radio control excavator, all erecting and dismantling of scaffold for masonry regardless of height, walking and riding power buggies, temporary weather protection, wrecking, waterproofing, stone and tile tenders, radio controlled hammers and breakers, unloading of trucks, air track, assembling and placing gabion baskets, asphalt, blaster, bob cat type machine for demo and clean up, chain link fence, chain saw, chipping hammer, concrete conveyor belt, saw, core drill, corrugated pipe, construction specialist, cleaning machine, concrete form setter, conduit layer, cutting torch, discharge pipe, drill chuck tender, duct bank layer, explosive handler, hydraulic splitter, granite or stone curbing, handler, joy and jib drill, Ingersoll Rand heavy duty crawler master type HCMZ drill machines or equivalent, laser level, nonmetallic pipe layer, metallic pipe layer, LeRoi hydraulic drill or similar, mega mixer, power fork lift, prestressed and precast concrete, power brush cutter, pump crete machine, retaining walls, rip rap, retention and toxic and hazardous waste liners, setting of block, setting of block, setting of brick, setting of stone, sound barriers, transit under laborers jurisdiction, tow behind concrete or grout pump, traffic and pedestrian stripping, surface planner, manufactured curb, walk behind durface planner, wagon drill, welding; \* asbestos abatement work, lead abatement work, toxic and hazardous waste related work; when protective equipment and clothing are not required.

GROUP 2: Forklift for masonry purposes

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

#### BUILDING CLASSIFICATIONS

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

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

#### LABORERS HEAVY AND HIGHWAY CLASSIFICATIONS

GROUP 1: Flagperson, gateperson

GROUP 2: General laborers, chuck tender, handling and distributing drinking water, distributing all tools and supplies of laborers, nipper, powder carrier, magazine tender, warehouse laborers, concrete man, vibrator man, mason tender, mortar man, spraying, brushing and covering of concrete for curing and preservative purposes, traffic striper, scaffold builder, concrete curb and sidewalk form setter; permanent traffic striping and reflective devices, placing and maintenance of all flares, cones, lights, signs, barricades, traffic patterns, and all temporary reflective type materials for traffic control, custodial work, traffic directors, temporary heat or light tenders, tool room, dewatering pump men, pitman, dumpmen, snow removal and firewatch, asphalt man, joint setter, signal person, pipelayer, pipelining and relining, wellpoints, conduit and duct layer, wire puller rip rap and dry stone layer, steel rod carrier, core drill, rock splitter, Hilti gun air or electric, jackhammer, bush hammer, pavement breaker, chipping hammer, wagon drill, air track, jib rig, joy drill, gunite and sand blasting, coal passer and other machine operators, power tool operator, sprayer and nozzle man on mulching and seeding machine, all guard rail and fence, all seeding and sod laying, all landscape work, grade checker, all bridge work, walk behind self-propelled power saw, grinder, groover or similar type machine, walk behind tamper and roller of all types, salvage, stripping, wrecking and dismantling laborer (including barman, cutting torch and burner man), sheeting and shoring coming under laborers

jurisdiction, bit grinder, operator of form pin puller and drivers, sandblasting, joint and jet sealer, filling and wiring baskets for gabion walls, permanent sign man, median barrier,

sta-wall or similar type product, chain saw operator, railroad track laborer, waterproofer, pre-stressed and pre-cast concrete brick, block and stone pavers, power tools used to perform work usually done by laborers, power buggy and pumpcrete operator, fireproof, plaster and acoustic pump, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous materials abatement when protective clothing and equipment is not required, power brush cutter, retention liners, artificial turf, retaining walls, walk behind surface planer, welding related to laborers work, remote controlled equipment normally operated by laborers, all technician work including but not limited to stitching, seaming, heat welding, fireproof sprayer, mortar mixer, concrete finisher, form setter for concrete curbs and flatwork. Gunite nozzle man, stone cutters, granite stone layer, manhole, catch basin or inlet installing, lase men. Ground

man on milling machine.

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

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

HEAVY & HIGHWAY CLASSIFICATIONS

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

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

FOOTNOTE:

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

TUNNEL, SHAFT & CASSION CLASSIFICATIONS

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

-----  
LAB00235-003 05/01/2016

DUTCHESS COUNTY

	Rates	Fringes
Laborers:		
BUILDING CONSTRUCTION		
GROUP 1.....	\$ 33.30	26.25

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

LABORERS CLASSIFICATIONS (BUILDING)

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

GROUP 2: Hod carriers, plasterers' tenders, scaffold builders (padlock and self-supporting scaffold 14 ft. or under all runways, mortar mixers) machine and hand, concrete mixers by machine under 21e, vibrators, form setters, asphalt rakers, handling reinforcement rods, drillers, jackhammer, operator, signalman, gunniting, motorbugs, water pump 2" or under barco machine, wreckers, paving breakers, power saw operators, other machine operators.

GROUP 3: Blasters, Laser beam operator.

-----  
LAB00235-005 05/01/2018

DUTCHESS COUNTY

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

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

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

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

GROUP 3: Asphalt Raker, Asphalt Screeman, Drillers (all),

Laser Beam Operator, Form Setter/Aligners, Blasters.

FOOTNOTE:

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

-----  
PAIN0009-004 05/01/2020

DUTCHESS, ORANGE, SULLIVAN and ULSTER COUNTIES

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

-----  
PAIN0155-003 05/01/2018

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

-----  
PAIN0806-008 10/01/2021

DUTCHESS, ORANGE, SULLIVAN AND ULSTER COUNTIES

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

-----  
PLUM0021-005 05/01/2021

ZONE 2

DUTCHESS COUNTY AND THE REMAINDER OF ULSTER COUNTY

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

-----  
PLUM0373-002 05/01/2021

ORANGE COUNTY Towns of Lakeville, Four Corners, Sterling Forest, Tuxedo Park, Southfields, Arden, Newburgh Junction,

Greenwood Lake, Monroe, Harriman, Woodbury Falls, Woodbury,  
 Woodbury Station, Central Valley, and the Palisades Interstate  
 Park and Bear Mountain Park

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

-----  
 PLUM0373-003 05/01/2021

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

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

-----  
 ROOF0008-002 07/01/2021

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

-----  
 SFNY0669-002 01/01/2022

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

-----  
 SHEE0038-001 07/01/2021

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

-----  
 TEAM0445-001 05/01/2019

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 33.25	35.55+a
GROUP 1A.....	\$ 34.39	35.55+a
GROUP 2.....	\$ 32.69	35.55+a

GROUP 3.....	\$ 32.47	35.55+a
GROUP 4.....	\$ 32.36	35.55+a
GROUP 5.....	\$ 32.24	35.55+a

FOOTNOTE:

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

TRUCK DRIVER CLASSIFICATIONS

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

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

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

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

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

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

-----

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

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

-----

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

---

#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISIO"



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Orange County Community Colleg  
Alfred A Fusco Jr PE, Engineer  
115 South Street  
Middletown NY 10940

Schedule Year 2021 through 2022  
Date Requested 01/25/2022  
PRC# 2022000764

Location Orange Hall  
Project ID#  
Project Type ADA Bathrooms

### 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 from 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

Orange County Community Colleg  
Alfred A Fusco Jr PE, Engineer  
115 South Street  
Middletown NY 10940

Schedule Year 2021 through 2022  
Date Requested 01/25/2022  
PRC# 2022000764

Location Orange Hall  
Project ID#  
Project Type ADA Bathrooms

### Notice of Contract Award

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

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

### Contractor Information

All information must be supplied

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

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



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

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

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

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

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, [www.labor.ny.gov](http://www.labor.ny.gov). <https://labor.ny.gov/formsdocs/ui/1A999.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*

---

**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 of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

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

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

## WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest 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** **01/01/2022**

**JOB DESCRIPTION** Boilermaker **DISTRICT 4**

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

**WAGES**  
 Per Hour: 07/01/2021

Boilermaker \$ 63.38  
 Repairs & Renovations 63.38

**SUPPLEMENTAL BENEFITS**  
 Per Hour: 07/01/2021

Boilermaker 32% of hourly  
 Repair \$ Renovations Wage Paid  
 + \$ 25.38

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.  
 Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.  
**OVERTIME PAY**  
 See (D, O) on OVERTIME PAGE  
 Repairs & Renovation see (B,E,Q)

**HOLIDAY**  
 Paid: See (8, 16, 23, 24) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 11, 12, 15, 16, 22, 23, 24, 25) on HOLIDAY PAGE  
 NOTE: \*Employee must work in pay week to receive Holiday Pay.  
 \*\*Employee gets 4 times the hourly wage rate for working Labor Day.

**REGISTERED APPRENTICES**  
 Wage per hour:  
 (1/2) Year Terms at the following percentage of Boilermaker's Wage

1st	2nd	3rd	4th	5th	6th	7th
65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits Per Hour:  
 07/01/2021  
 Apprentice(s) 32% of Hourly  
 Wage Paid Plus  
 Amount Below

1st Term	\$ 19.41
2nd Term	20.26
3rd Term	21.11
4th Term	21.96
5th Term	22.82
6th Term	23.68
7th Term	24.52

NOTE: "Hourly Wage Paid" shall include any and all premium(s) 4-5

**Carpenter** **01/01/2022**

**JOB DESCRIPTION** Carpenter **DISTRICT 8**

**ENTIRE COUNTIES**  
 Dutchess, Orange

**WAGES**  
 Per hour: 07/01/2021

Building:  
 Millwright \$ 45.00

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 40.95

**OVERTIME PAY**

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

**HOLIDAY**

HOLIDAY:

Paid: See (18,19) on HOLIDAY PAGE.

Paid: See (5,6,11,13,16,18,19,25) for 1st & 2nd yr.Apprentices

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

**REGISTERED APPRENTICES**

Wages per hour:

One (1) year terms:

1st	2nd	3rd	4th
\$25.56	\$29.89	\$34.22	\$42.88

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$25.74	\$28.32	\$31.18	\$35.41

8-740.2

**Carpenter** **01/01/2022**

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

**ENTIRE COUNTIES**

Dutchess

**PARTIAL COUNTIES**

Orange: : The territory west demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle. The territory south demarcated by a line continuing north on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W to the centerline of Route 32, The territories south and east heading north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

**WAGES**

Per hour: 07/01/2021

Carpet/Resilient

Floor Coverer \$ 34.15

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

**SUPPLEMENTAL BENEFITS**

Per hour:

\$ 30.90

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (18, 19) on HOLIDAY PAGE

Paid for 1st & 2nd yr.

Apprentices: See (5, 6, 11, 13, 16, 18, 19, 25)

Overtime: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE.

**REGISTERED APPRENTICES**

Wage per hour - (1) year terms:

1st	2nd	3rd	4th
\$15.00	\$18.12	\$22.80	\$27.48

Supplemental Benefits per hour - All apprentice terms:

\$ 22.57

8-2287D&O

**Carpenter** **01/01/2022**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2021

Marine Construction:

Marine Diver \$ 71.80  
Marine Tender 51.34

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker \$ 53.33

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (18, 19) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 11, 13, 16, 18, 19) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

One (1) year terms.

1st year \$ 23.37  
2nd year 28.97  
3rd year 37.35  
4th year 45.74

Supplemental Benefits

Per Hour:

All terms \$ 35.33

8-1456MC

**Carpenter**

**01/01/2022**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

**PARTIAL COUNTIES**

Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

**WAGES**

Per hour: 07/01/2021 10/18/2021

Core Drilling:

Driller \$ 41.74 \$ 42.27

Driller Helper 32.92 33.47

Note: Hazardous Waste Pay Differential:

For Level C, an additional 10% above wage rate per hour

For Level B, an additional 10% above wage rate per hour

For Level A, an additional 10% above wage rate per hour

Note: When required to work on water: an additional \$ 0.50 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour:

Driller and Helper \$ 29.40 \$ 30.60

**OVERTIME PAY**

OVERTIME: See (B,E,K\*,P,R\*\*) on OVERTIME PAGE.

**HOLIDAY**

Paid: See (5,6) on HOLIDAY PAGE.  
 Overtime: \* See (5,6) on HOLIDAY PAGE.  
 \*\* See (8,10,11,13) on HOLIDAY PAGE.

8-1536-CoreDriller

**Carpenter - Building / Heavy&Highway** **01/01/2022**

**JOB DESCRIPTION** Carpenter - Building / Heavy&Highway **DISTRICT 2**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing west to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

**WAGES**

Wages per hour: 07/01/2021

Carpenter - ONLY for  
 Artificial Turf/Synthetic  
 Sport Surface \$ 32.08

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 24.20

**OVERTIME PAY**

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

**HOLIDAY**

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

**Notes:**

When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. When a holiday falls upon a Sunday, it shall be observed on the following Monday.

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

**REGISTERED APPRENTICES**

Wages per hour:

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

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

Supplemental Benefits per hour:

1st year term	\$ 12.15
2nd year term	12.15
3rd year term	14.80
4th year term	14.80

2-42AtSS

**Carpenter - Building / Heavy&Highway** **01/01/2022**

**JOB DESCRIPTION** Carpenter - Building / Heavy&Highway **DISTRICT 11**

**ENTIRE COUNTIES**

Columbia, Dutchess, Orange, Sullivan, Ulster

**WAGES**

WAGES:(per hour)  
 BUILDING/HEAVY&HIGHWAY/TUNNEL 07/01/2021

Carpenter, Dockbuilder, \$ 34.26

Piledriver, Dive Tender, and Diver (Dry)	+4.78*
Diver (Wet)	\$ 50.00 +4.78*

\*For all hours paid straight or premium.

SHIFT DIFFERENTIAL: When mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen percent (15%) of wage plus applicable benefits.

NOTE: Carpenters employed in the removal or abatement of asbestos or any toxic or hazardous material or required to work near asbestos or any toxic or hazardous material and required to wear protective equipment shall receive two (2) hours extra pay per day, plus applicable benefits.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker	\$ 28.81
---------------	----------

**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**

**01/01/2022**

**JOB DESCRIPTION** Carpenter - Floor Coverer

**DISTRICT** 11

**ENTIRE COUNTIES**

Columbia, Sullivan, Ulster

**PARTIAL COUNTIES**

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing west to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

**WAGES**

WAGES:(per hour)

07/01/2021

Carpet/Resilient Floor Coverer \$ 34.26  
 +4.78\*

\* For all hours paid straight or premium

SHIFT DIFFERENTIAL: When mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen (15) percent of wage plus applicable benefits.

NOTE: Carpenters employed in the removal or abatement of asbestos or any toxic or hazardous material or required to work near asbestos or any toxic or hazardous materials and required to wear protective equipment shall receive two (2) hours extra pay per day, plus applicable benefits.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journey worker \$ 28.81

**OVERTIME PAY**

BUILDING:

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

HEAVY/HIGHWAY:

See ( B, E, P, \*R, \*\*T, X) on OVERTIME PAGE.

\*R applies to Heavy/Highway Overtime Holiday Code 25 with benefits at straight time rate.

\*\*T applies to Heavy/Highway Overtime Holiday Codes 5 & 6 with benefits at straight time rate.

**HOLIDAY**

BUILDING:

Paid: See ( 1 ) on HOLIDAY PAGE.

Overtime: See ( 5, 6, 16, 25 ) on HOLIDAY PAGE.

Holidays that fall on Sunday will be observed Monday.

HEAVY/HIGHWAY:

Paid: See ( 5, 6, 25 ) on HOLIDAY PAGE including benefits.

Overtime: See ( 5, 6, 25 ) on HOLIDAY PAGE.

**REGISTERED APPRENTICES**

1 Year terms at the following wage rates.

Indentured before July 1 2016

1st	2nd	3rd	4th
\$ 17.13	\$ 20.56	\$ 23.98	\$ 27.41
+2.57*	+2.57*	+2.57*	+2.57*

Indentured after July 1 2016

1st	2nd	3rd	4th	5th
\$ 17.13	\$ 20.56	\$ 22.27	\$ 23.98	\$ 27.41
+2.57*	+2.57*	+2.57*	+2.57*	+2.57*

\*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All terms \$ 16.33

11-279.2Floor

**Electrician**

**01/01/2022**

**JOB DESCRIPTION** Electrician

**DISTRICT 11**

**ENTIRE COUNTIES**

Orange, Putnam, Rockland

**PARTIAL COUNTIES**

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

**WAGES**

Per hour:

	07/01/2021
Electrician Wireman/Technician	\$ 47.00 +8.50*

SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply:

Shift worked between 4:30pm & 12:30am	\$ 55.15 +8.50*
Shift worked between 12:30am & 8:30am	\$ 61.77 +8.50*

\*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (subject to overtime premiums):

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, gas masks or in shafts or tunnels, they shall receive an additional \$2.00 per hour above the regular straight time rate.
- Journeyman Wireman when performing welding or cable splicing: \$2.00 above the Journeyman Wireman rate of pay.
- Journeyman Wireman required to have a NYS Asbestos Certificate: \$2.00 above the Journeyman Wireman rate of pay.
- Journeyman Wireman required to have a CDL: \$2.00 above the Journeyman Wireman rate of pay.

**SUPPLEMENTAL BENEFITS**

Per hour:

	07/01/2021
Journeyman	\$ 26.19 plus 3% of straight or premium wage

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

**REGISTERED APPRENTICES**

WAGES:

(1)year terms at the following rates

07/01/2021	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 13.50	\$ 18.00	\$ 22.50	\$ 27.00	\$ 31.50	\$ 33.75
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	15.84	21.12	26.40	31.68	36.96	39.61
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	17.75	23.66	29.58	35.49	41.41	44.35
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*

\*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

SUPPLEMENTAL BENEFITS per hour:

07/01/2021	
1st term	\$ 15.31 plus 3% of straight or premium wage
2nd term	\$ 15.81 plus 3% of straight or premium wage
3rd term	\$ 17.31 plus 3% of straight or premium wage
4th term	\$ 18.31 plus 3% of straight or premium wage
5th term	\$ 19.81 plus 3% of straight or premium wage
6th term	\$ 19.81 plus 3% of straight or premium wage

11-363/1

**Elevator Constructor**

**01/01/2022**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 1**

**ENTIRE COUNTIES**

Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster

**PARTIAL COUNTIES**

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford  
 Rockland: Only the Township of Stony Point.  
 Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

**WAGES**

Per Hour	07/01/2021	01/01/2022
Mechanic	\$ 62.51	\$ 64.63
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

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

\*\*\*Four (4), ten (10) hour days are not permitted for Contract Work/Repair Work

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

**SUPPLEMENTAL BENEFITS**

Per hour	07/01/2021	01/01/2022
Journeyman/Helper	\$ 35.825*	\$ 36.885*

(\*)Plus 6% of regular hourly if less than 5 years of service. Plus 8% of regular hourly rate if more than 5 years of service.

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 15, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

**REGISTERED APPRENTICES**

Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50 %	55 %	65 %	70 %	80 %

(\*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits per hour worked:

Same as Journeyman/Helper

1-138

**Glazier**

**01/01/2022**

**JOB DESCRIPTION** Glazier

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:	7/01/2021	11/01/2021
Glazier	\$ 58.60	\$ 59.10
*Scaffolding	59.55	60.55
Glass Tinting & Window Film	29.60	29.60
**Repair & Maintenance	29.60	29.60

\*Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24' or more, but not pipe scaffolding.

\*\*Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$148,837. All Glass tinting, window film, regardless of material or intended use, and all affixing of decals to windows or glass.

**SUPPLEMENTAL BENEFITS**

Per hour:	7/01/2021	11/01/2021
Journeyworker	\$ 36.04	\$ 36.79
Glass tinting & Window Film	21.19	21.19
Repair & Maintenance	21.19	21.19

**OVERTIME PAY**

See (B,H,V) on OVERTIME PAGE.

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' see (B, B2, I, S) on overtime page.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' Only

Paid: See(5, 6, 16, 25)

Overtime: See(5, 6, 16, 25)

**REGISTERED APPRENTICES**

Wage per hour:

(1) year terms at the following wage rates:

	7/01/2021	11/01/2021
1st term	\$ 20.72	\$ 21.00
2nd term	28.66	28.87
3rd term	34.67	34.94
4th term	46.62	47.01

Supplemental Benefits:

(Per hour)

1st term	\$ 16.58	\$ 16.80
2nd term	23.57	23.99
3rd term	26.09	26.57
4th term	30.91	31.52

8-1087 (DC9 NYC)

**Insulator - Heat & Frost**

**01/01/2022**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Westchester

**WAGES**

Per hour:	07/01/2021	05/31/2022
Insulator	\$ 56.25	+ \$ 2.00
Discomfort & Additional Training**	59.22	+ \$ 2.00
Fire Stop Work*	30.07	+ \$ 2.00

\* Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

\*\*Applies to work requiring; garb or equipment worn against the body not customarily worn by insulators;psychological evaluation;special training, including but not limited to "Yellow Badge" radiation training

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker	\$ 35.10
Discomfort & Additional Training	37.06
Fire Stop Work:	

Journeyworker 17.90

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

Overtime: See ( 2\*, 4, 6, 16, 25 ) on HOLIDAY PAGE.

\*Note: Labor Day triple time if worked.

**REGISTERED APPRENTICES**

(1) year terms:

Insulator Apprentices:

1st	2nd	3rd	4th
\$ 30.07	\$ 35.30	\$ 40.54	\$ 45.78

Discomfort & Additional Training Apprentices:

1st	2nd	3rd	4th
\$ 31.55	\$ 37.08	\$ 42.61	\$ 48.16

Supplemental Benefits paid per hour:

Insulator Apprentices:

1st term	\$ 17.90
2nd term	21.35
3rd term	24.79
4th term	28.23

Discomfort & Additional Training Apprentices:

1st term	\$ 18.89
2nd term	22.52
3rd term	26.16
4th term	29.80

8-91

**Ironworker 01/01/2022**

**JOB DESCRIPTION** Ironworker

**DISTRICT** 11

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

**WAGES**

Per hour:

	07/01/2021	07/01/2022 Additional	07/01/2023 Additional
Structural	\$ 50.18	\$ 2.33	\$ 2.34
Reinforcing*	50.18	2.33	2.34
Ornamental	50.18	2.33	2.34
Chain Link Fence	50.18	2.33	2.34

\*NOTE: For Reinforcing classification ONLY, Ironworker 4-46Reinf rates apply in Rockland County's southern section (south of Convent Road and east of Blue Hills Road).

On Government Mandated Irregular Work Days or Shift Work, the following wage will be paid:

1st Shift	\$ 50.18
2nd Shift	64.04
3rd Shift	68.66

\*\*Note- Any shift that works past 12:00 midnight shall receive the 3rd shift differential.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 40.90

**OVERTIME PAY**

See (B1, Q, V) on OVERTIME PAGE

**HOLIDAY**

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

If a holiday falls on Saturday, it will be observed Friday. If a holiday falls on Sunday, it will be observed Monday.

**REGISTERED APPRENTICES**

Wages:

(1) year terms at the following wage:

	1st yr	2nd yr	3rd yr	4th yr
1st Shift	\$ 25.09	\$ 30.11	\$ 35.13	\$ 40.14
2nd Shift	34.31	40.25	46.20	52.14
3rd Shift	37.38	43.64	49.89	56.14

Supplemental Benefits per hour:

1st year	\$ 35.05
2nd year	36.22
3rd year	37.39
4th year	38.56

11-417

**Laborer - Building**

**01/01/2022**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT** 11

**ENTIRE COUNTIES**

Orange, Sullivan, Ulster

**PARTIAL COUNTIES**

Delaware: Only the Townships of Andes, Bovina, Davenport, Delhi, Franklin, Hamden, Harpersfield, Kortright, Meredith, Middletown, Roxbury, and Stamford.

Greene: Only the Township of Catskill.

**WAGES**

GENERAL LABORER: flag person, portable generator tender, portable pump tender, temporary heat tender, chipping hammer, acoustic pump, mixer, concrete laborer, demolition, demo saw, gunite, general cleanup, landscaping, mason tender, jackhammer, pavement breaker, pressure blasting, signal person, buggies, wrecking, chain saw, vacuums, cutting torch, discharge pipe, mega mixer, pump crete 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
----------	----------	----------

2nd term	25.35	26.26
3rd term	29.25	30.30
4th term	33.15	34.34

Supplemental Benefits per hour:

Apprentices	\$ 25.85	\$ 26.90
Shift	31.32	32.55

11-17.BA

**Laborer - Heavy&Highway** **01/01/2022**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT** 11

**ENTIRE COUNTIES**

Orange, Sullivan, Ulster

**PARTIAL COUNTIES**

Delaware: Only the Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Meredith, and Davenport.

Greene: Only the Township of Catskill.

**WAGES**

CLASS 1: Flagperson, gateperson.

CLASS 2: General laborer, chuck tender, nipper, powder carrier, magazine tender, concrete men, vibrator men, mason tender, mortar men, traffic control, custodial work, temporary heat, pump men, pit men, dump men, asphalt men, joint setter, signalman, pipe men, riprap, dry stone layers, jack hammer, bush hammer, pavement breaker, gunnite nozzle, men on mulching & seeding machines, all seeding & sod laying, landscape work, walk behind self-propelled power saws, grinder, groover, walk behind rollers and tampers of all types, burner men, filling and wiring of baskets for gabion walls, chain saw operator, railroad track laborers, power buggy & pumpcrete ops., plaster & acoustic pump, power brush cutter, retention liners, walk behind surface planer, chipping hammer, manhole, catch basin or inlet installing, mortar mixer, laser men. \*Micropaving and crack sealing.

CLASS 3: Asbestos, toxic, bio remediation and phyto remediation, lead or hazardous materials abatement when certification or license is required, Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power.

CLASS 4: Asphalt screedman, blaster, all laborers involved in pipejacking and boring operations not exceeding more than 10 feet into pipe, boring or drilled area.

WAGES: (per hour)	07/01/2021	06/01/2022	06/01/2023	06/01/2024
Class 1	\$ 37.40	\$ 39.05	\$ 40.80	\$ 43.45
Class 2	41.80	43.30	44.80	47.15
Class 3	46.15	47.75	49.40	51.85
Class 4	51.15	52.90	54.47	56.90

\* When laborers are performing micro paving, crack sealing or slurry application when not part of asphalt prep operations laborers shall receive an additional \$2.50 per hour over rate.

SHIFT DIFFERENTIAL: Night work and irregular shift require 20% increase on wages for all Government mandated night and irregular shift work.

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 30.78	\$ 31.53	\$ 32.28	\$ 32.28
Shift	36.27	37.09	37.96	37.96

**OVERTIME PAY**

See (B, E, P, \*R, \*\*S, \*\*\*T, X) on OVERTIME PAGE

\*For Mon-Fri Holidays, Double Benefits to be paid for all hours worked.

\*\*For Saturday Holidays, Two and one Half Benefits for all hours worked.

\*\*\*For Sunday Holidays, Triple Benefits for all hours worked.

**HOLIDAY**

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(1000) hour terms at the following wages.

07/01/2021	06/01/2022
------------	------------

1st term	\$ 21.45	\$ 22.22
2nd term	25.35	26.26
3rd term	29.25	30.30
4th term	33.15	34.34

Supplemental Benefits per hour:

All Terms Regular	\$ 25.98	\$ 27.03
All Terms Shift Rate	30.40	TBD

11-17.1H/H

**Laborer - Tunnel** **01/01/2022**

**JOB DESCRIPTION** Laborer - Tunnel **DISTRICT 11**

**ENTIRE COUNTIES**

Columbia, Dutchess, Greene, Orange, Otsego, Putnam, Rockland, Sullivan, Ulster, Westchester

**PARTIAL COUNTIES**

Chenango: Townships of Columbus, Sherburne and New Berlin.

Delaware: Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Merideth and Davenport.

**WAGES**

Class 1: All support laborers/sandhogs working above the shaft or tunnel.

Class 2: All laborers/sandhogs working in the shaft or tunnel.

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

	07/01/2021	07/01/2022
Class 1	\$ 51.95	\$ 53.45
Class 2	54.10	55.60
Class 4	60.50	62.00
Class 5	43.50	44.80

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

SHIFT DIFFERENTIAL...On all Government mandated irregular shift work:

- Employee shall be paid at time and one half the regular rate Monday through Friday.
- Saturday shall be paid at 1.65 times the regular rate.
- Sunday shall be paid at 2.15 times the regular rate.

**SUPPLEMENTAL BENEFITS**

Per hour:

Benefit 1	\$ 33.25	\$ 34.45
Benefit 2	49.81	51.60
Benefit 3	66.35	68.75

Benefit 1 applies to straight time hours, paid holidays not worked.

Benefit 2 applies to over 8 hours in a day (M-F), irregular shift work hours worked, and Saturday hours worked.

Benefit 3 applies to Sunday and Holiday hours worked.

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

When a recognized Holidays falls on Saturday or Sunday, holidays falling on Saturday shall be recognized or observed on Friday and holidays falling on Sunday shall be recognized or observed on Monday. Employees ordered to work on the Saturday or Sunday of the holiday or on the recognized or the observed Friday or Monday for those holidays falling on Saturday or Sunday shall receive double time the established rate and benefits for the holiday.

**REGISTERED APPRENTICES**

FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and location where the work is to be performed.

11-17/60/235/754Tun

**Lineman Electrician** **01/01/2022**

**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)

	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
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)

	07/01/2021	05/02/2022	05/01/2023	05/06/2024
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)

	07/01/2021	05/02/2022	05/01/2023	05/06/2024
Lineman, Tech, Welder	\$ 57.21	\$ 58.51	\$ 59.91	\$ 61.41
Crane, Crawler Backhoe	57.21	58.51	59.91	61.41
Cable Splicer	57.21	58.51	59.91	61.41

Digging Mach. Operator	51.49	52.66	53.92	55.27
Tractor Trailer Driver	48.63	49.73	50.92	52.20
Groundman, Truck Driver	45.77	46.81	47.93	49.13
Equipment Mechanic	45.77	46.81	47.93	49.13
Flagman	34.33	35.11	35.95	36.85

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

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

1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

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

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

**SUPPLEMENTAL BENEFITS**

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

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

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

**OVERTIME PAY**

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

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

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

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

SUPPLEMENTAL BENEFITS per hour:

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

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

6-1249a

**Lineman Electrician - Teledata**

**01/01/2022**

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

**DISTRICT 6**

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

**WAGES**

Per hour:

For outside work, stopping at first point of attachment (demarcation).  
 07/01/2021

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

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

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

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 5.14
	*plus 3% of wage paid

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

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

**HOLIDAY**

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

6-1249LT - Teledata

**Lineman Electrician - Traffic Signal, Lighting** **01/01/2022**

**JOB DESCRIPTION** Lineman Electrician - Traffic Signal, Lighting **DISTRICT 6**

**ENTIRE COUNTIES**  
 Columbia, Dutchess, Orange, Putnam, Rockland, Ulster

**WAGES**

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

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

A flagger's duties shall consist of traffic control only.  
 (Ref #14.01.02)

Per hour:	07/01/2021	05/02/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 48.43	\$ 49.47	\$ 50.60	\$ 51.82

Crane, Crawler Backhoe	48.43	49.47	50.60	51.82
Certified Welder	50.85	51.94	53.13	54.41
Digging Machine	43.59	44.52	45.54	46.64
Tractor Trailer Driver	41.17	42.05	43.01	44.05
Groundman, Truck Driver	38.74	39.58	40.48	41.46
Equipment Mechanic	38.74	39.58	40.48	41.46
Flagman	29.06	29.68	30.36	31.09

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

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

1ST SHIFT	8:00 AM TO 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4%

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

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

**SUPPLEMENTAL BENEFITS**

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

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

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

**OVERTIME PAY**

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

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

**HOLIDAY**

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

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

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

**REGISTERED APPRENTICES**

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

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

SUPPLEMENTAL BENEFITS per hour:

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

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

6-1249aReg8LT

**JOB DESCRIPTION** Lineman Electrician - Tree Trimmer

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

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

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

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

**SUPPLEMENTAL BENEFITS**

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

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

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

Paid: See (5, 6, 8, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.

All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

**Mason - Building**

**01/01/2022**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 11**

**ENTIRE COUNTIES**

Dutchess, Sullivan, Ulster

**PARTIAL COUNTIES**

Orange: Entire county except the Township of Tuxedo.

**WAGES**

Per hour:	07/01/2021	06/01/2022	06/01/2023
Bricklayer	\$ 42.54	Additional \$ 2.35	Additional \$ 2.02
Cement Mason	42.54	2.35	2.02
Plasterer/Stone Mason	42.54	2.35	2.02
Pointer/Caulker	42.54	2.35	2.02

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 35.49

**OVERTIME PAY**

Cement Mason See ( B, E, Q, W ) on OVERTIME PAGE.  
 All Others See ( B, E, Q ) on OVERTIME PAGE.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

**REGISTERED APPRENTICES**

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5du-b

**Mason - Building** **01/01/2022**

**JOB DESCRIPTION** Mason - Building **DISTRICT 9**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Sullivan, Ulster

**WAGES**

Per hour:

	07/01/2021	12/06/2021	06/06/2022
--	------------	------------	------------

Building: Additional

Tile, Marble, & Terrazzo Mechanic/Setter	\$55.60	\$ 55.93	\$ 0.65
---	---------	----------	---------

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker:	\$ 22.41*	\$ 22.51*
	+ \$7.66	+ \$7.66

\* This portion of benefits subject to same premium rate as shown for overtime wages.

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE  
 Double time rate applies after 10 hours

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wage per hour:  
 (Counties of Orange & Putnam)

750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6751-
750	1500	2250	3000	3750	4500	5250	6000	6750	7500

07/01/2021

\$20.84	\$25.66	\$32.68	\$37.50	\$40.99	\$44.30	\$47.82	\$52.63	\$55.35	\$59.34
---------	---------	---------	---------	---------	---------	---------	---------	---------	---------

Supplemental Benefits per hour:  
 (Counties of Orange & Putnam)

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$12.55*	\$12.55*	\$15.16*	\$15.16*	\$16.16*	\$17.66*	\$18.66*	\$18.66*	\$16.66*	\$21.91*
+\$0.66	+\$0.71	+\$0.81	+\$0.85	+\$1.23	+\$1.28	+\$1.63	+\$1.68	+\$5.83	+\$6.32

Wages per hour:  
 (Counties of Dutchess, Sullivan, Ulster)

750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6751-
750	1500	2250	3000	3750	4500	5250	6000	6750	7500
\$19.83	\$23.92	\$25.89	\$29.98	\$32.74	\$36.32	\$39.61	\$42.71	\$44.31	\$47.73

Supplemental Benefits per hour:  
 (Counties of Dutchess, Sullivan, Ulster)

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$12.55*	\$12.55*	\$14.66*	\$14.66*	\$15.60*	\$16.16*	\$16.66*	\$17.66*	\$15.66*	\$20.41*
+\$0.65	+\$0.69	+\$0.74	+\$0.78	+\$1.15	+\$1.19	+\$1.53	+\$1.57	+\$6.09	+\$6.18 9-7/52B

**Mason - Building** **01/01/2022**

**JOB DESCRIPTION** Mason - Building **DISTRICT 9**

**ENTIRE COUNTIES**  
 Dutchess, Orange, Putnam, Sullivan, Ulster

**WAGES**  
 Per hour: 07/01/2021 12/06/2021 06/06/2022

Building Additional

Tile, Marble, &  
 Terrazzo Finisher \$ 45.74 \$ 46.00 \$ 0.54

**SUPPLEMENTAL BENEFITS**

Journeyworker:  
 Per Hour \$ 19.51\* \$ 19.61\*  
+ \$7.53 + \$7.53

\*This portion of benefits subject to same premium rate as shown for overtime wages

**OVERTIME PAY**  
 See (A, \*E, Q) on OVERTIME PAGE  
 Double time rate applies after 10 hours on Saturdays.

**HOLIDAY**  
 Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88B-ff

**Mason - Building** **01/01/2022**

**JOB DESCRIPTION** Mason - Building **DISTRICT 11**

**ENTIRE COUNTIES**  
 Putnam, Rockland, Westchester

**PARTIAL COUNTIES**

Orange: Only the Township of Tuxedo.

**WAGES**

Per hour:

	07/01/2021	06/01/2022 Additional	06/01/2023 Additional
Bricklayer	\$ 43.35	\$ 2.39	\$ 2.05
Cement Mason	43.35	2.39	2.05
Plasterer/Stone Mason	43.35	2.39	2.05
Pointer/Caulker	43.35	2.39	2.05

Additional \$1.00 per hour for power saw work  
 Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

- Irregular work day requires 15% premium
- Second shift an additional 15% of wage plus benefits to be paid
- Third shift an additional 25% of wage plus benefits to be paid

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 36.05.

**OVERTIME PAY**

OVERTIME:

Cement Mason See ( B, E, Q, W ) on OVERTIME PAGE.  
 All Others See ( B, E, Q ) on OVERTIME PAGE.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

**REGISTERED APPRENTICES**

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5wp-b

**Mason - Building 01/01/2022**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**

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

**WAGES**

Wages:	07/01/2021	01/03/2022
Marble Cutters & Setters	\$ 61.73	\$ 62.17

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker \$ 37.76 \$ 38.27

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
07/01/2021 \$ 24.70	\$ 27.77	\$ 30.87	\$ 33.94	\$ 37.03	\$ 40.11	\$ 43.20	\$ 46.29	\$ 52.46	\$ 58.64
01/03/2022 \$ 24.88	\$ 27.97	\$ 31.08	\$ 34.17	\$ 37.29	\$ 40.39	\$ 43.51	\$ 46.61	\$ 52.82	\$ 59.05

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2021 \$ 20.01	\$ 21.43	\$ 22.83	\$ 24.25	\$ 25.65	\$ 27.07	\$ 28.47	\$ 29.88	\$ 32.70	\$ 35.51
01/03/2022 \$ 20.55	\$ 22.04	\$ 23.52	\$ 25.01	\$ 26.47	\$ 27.96	\$ 29.42	\$ 30.91	\$ 33.86	\$ 36.81 9-7/4

**Mason - Heavy&Highway** **01/01/2022**

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 11

**ENTIRE COUNTIES**

Dutchess, Sullivan, Ulster

**PARTIAL COUNTIES**

Orange: Entire county except the Township of Tuxedo.

**WAGES**

Per hour:

	07/01/2021	06/01/2022 Additional	06/01/2023 Additional
Bricklayer	\$ 43.04	\$ 2.35	\$2.02
Cement Mason	43.04	2.35	2.02
Marble/Stone Mason	43.04	2.35	2.02
Plasterer	43.04	2.35	2.02
Pointer/Caulker	43.04	2.35	2.02

Additional \$1.00 per hour for power saw work  
 Additional \$0.50 per hour for swing scaffold or staging work

**SHIFT WORK:** When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

- Irregular work day requires 15% premium
- Second shift an additional 15% of wage plus benefits to be paid
- Third shift an additional 25% of wage plus benefits to be paid

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 35.49

**OVERTIME PAY**

Cement Mason See ( B, E, Q, W, X )

All Others See ( B, E, Q, X )

**HOLIDAY**

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

**REGISTERED APPRENTICES**

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5du-H/H

**Mason - Heavy&Highway**

**01/01/2022**

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 11

**ENTIRE COUNTIES**

Putnam, Rockland, Westchester

**PARTIAL COUNTIES**

Orange: Only the Township of Tuxedo.

**WAGES**

Per hour:

	07/01/2021	06/01/2022 Additional	06/01/2023 Additional
Bricklayer	\$ 43.85	\$ 2.39	\$ 2.05
Cement Mason	43.85	2.39	2.05
Marble/Stone Mason	43.85	2.39	2.05
Plasterer	43.85	2.39	2.05
Pointer/Caulker	43.85	2.39	2.05

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

- Irregular work day requires 15% premium
- Second shift an additional 15% of wage plus benefits to be paid
- Third shift an additional 25% of wage plus benefits to be paid

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 36.05

**OVERTIME PAY**

Cement Mason See ( B, E, Q, W, X )

All Others See ( B, E, Q, X )

**HOLIDAY**

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

**REGISTERED APPRENTICES**

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5WP-H/H

**Operating Engineer - Building / Heavy&Highway**

**01/01/2022**

**JOB DESCRIPTION** Operating Engineer - Building / Heavy&Highway

**DISTRICT** 11

**ENTIRE COUNTIES**

Delaware, Orange, Rockland, Sullivan, Ulster

**WAGES**

CLASS A5: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 140ft boom and over.

CLASS A4: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 100ft to 139ft boom.

CLASS A3: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes with a boom under 100ft.

CLASS A2: Cranes, Derricks and Pile Drivers less than 100 tons with 140ft boom and over.

CLASS A1: Cranes, Derricks and Piler Drivers less than 100 tons with a 100ft to 139ft boom.

CLASS A: Cranes, Derricks and Pile Drivers less than 100 tons with a boom under 100ft.; Autograde Combn. Subgrader, Base Material Spreader and Base Trimmer (CMI and Similar Types); Autograde Pavement profiler (CMI and Similar Types); Autograde Pavement Profiler and Recycle type (CMI and Similar Type); Autograde Placer-Trimmer-Spreader Comb. (CMI & Similar types); Autograde Slipform Paver (CMI & Similar Types); Central Power Plants (all types); Chief of Party; Concrete Paving Machines; Drill (Baur, AMI and Similar Types); Drillmaster, Quarrymaster (Down the Hole Drill), Rotary Drill, Self-Propelled Hydraulic Drill, Self-Powered Drill; Draglines; Elevator Graders; Excavator; Front End Loaders (5 yds.and over); Gradalls; Grader-Rago; Helicopters (Co-Pilot); Helicopters (Communications Engineer);Juntann Pile Driver; Locomotive (Large); Mucking Machines; Pavement & Concrete Breaker, i.e., Superhammer & Hoe Ram; Roadway Surface Grinder; Prentice Truck; Scooper (Loader and Shovel); Shovels; Tree Chopper with Boom; Trench Machines (Cable Plow); Tunnel Boring Machine; Vacuum Truck

CLASS B: "A" Frame; Backhoe (Combination); Boom Attachment on Loaders (Rate based on size of Bucket) not applicable to Pipehook; Boring and Drilling Machines; Brush Chopper, Shredder and Tree Shredder, Tree Shearer; Bulldozer(Fine Grade); Cableways; Carryalls; Concrete Pump; Concrete Pumping System, Pump Concrete and Similar Types; Conveyors (125 ft. and over); Drill Doctor (duties incl. Dust Collector Maintenance); Front End Loaders (2 yds. but less than 5 yds.); Graders (Finish); Groove Cutting Machine (Ride on Type); Heater Planer; Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Roof, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type); Long Boom Rate to be applied if Hoist is "Outside Material Tower Hoist"; Hydraulic Cranes-10 tons and under; Hydraulic Dredge; Hydro-Axe; Hydro Blaster; Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type); Log Skidder; Pans; Pavers (all) concrete; Plate and Frame Filter Press; Pumpcrete Machines,Squeeze-crete & Concrete Pumping (regardless of size); Scrapers; Side Booms; "Straddle"Carrier-Ross and similar types; Winch Trucks (Hoisting); Whip Hammer

CLASS C: Asphalt Curbing Machine; Asphalt Plant Engineer; Asphalt Spreader; Autograde Tube Finisher and Texturing Machine (CMI & Similar types); Autograde Curecrete Machine (CMI & Similar Types); Autograde Curb Trimmer & Sidewalk, Shoulder, Slipform (CMI & Similar Types); Bar Bending Machines (Power); Batching Plant and Crusher on Site; Belt Conveyor Systems; Boom Type Skimmer Machines; Bridge Deck Finisher; Bulldozer(except fine grade); Car Dumpers (Railroad); Compressor and Blower Type Units (used independently or mounted on dual purpose Trucks, on Job Site or in conjunction with jobsite, in Loading and Unloading of Concrete, Cement, Fly Ash, Instacrete, or Similar Type Materials); Compressors (2 or 3 in Battery); Concrete Finishing Machines; Concrete cleaning decontamination machine operator; Concrete Saws and Cutters (Ride-on type); Concrete Spreaders (Hetzl, Rexomatic and Similar Types); Concrete Vibrators; Conveyors (under 125 feet); Crushing Machines; Directional Boring Machines; Ditching Machine-small (Ditch-witch, Vermeer, or Similar type); Dope Pots (Mechanical with or without pump); Dumpsters; Elevator; Fireman; Fork Lifts (Economobile, Lull and Similar Types of Equipment); Front End Loaders (1 yd.and over but under 2 yds.); Generators (2 or 3 in Battery); Giraffe Grinders; Grout Pump; Gunnite Machines (excluding nozzle); Hammer Vibrator (in conjunction with Generator); Heavy Equipment Robotics Operator Technician; Hoists-Roof, Tugger, Aerial Platform Hoist & House Cars; Hoppers; Hopper Doors (power operated); Hydro Blaster; Hydralic Jacking Trailer; Ladders (motorized); Laddervator; Locomotive-dinky type; Maintenance -Utility Man; Master Environmental Maintenance Technician; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols; Pavement Breakers (small self propelled ride on type-also maintains compressor hydraulic unit); Pavement Breaker-truck mounted; Pipe Bending Machine (Power); Pitch Pump; Plaster Pump (regardless of size); Post Hole Digger (Post Pounder & Auger); Rod Bending Machines (Power); Roller-Black Top; Scales (Power); Seaman pulverizing mixer; Shoulder widener; Silos; Skidsteer (all attachments); Skimmer Machines (boom-type); Steel Cutting Machine (service & maintain); Tam Rock Drill; Tractors; Transfer Machine; Captain (Power Boats); Tug Master (powerboats); Ultra High Pressure Waterjet Cutting Tool System operator/maintenance technician; Vacuum Blasting Machine; Vibrating Plants (used in conjunction with unloading); Welder and Repair Mechanics

CLASS D: Brooms and Sweepers; Chippers; Compressor (single); Concrete Spreaders (small type); Conveyor Loaders (not including Elevator Graders); Engines-large diesel (1620 HP) and Staging Pump; Farm Tractors; Fertilizing Equipment (Operation & Maint. of); Fine Grade Machine (small type); Form Line Graders (small type); Front End Loader (under 1 yard); Generator (single); Grease, Gas, Fuel and Oil supply trucks; Heaters (Nelson or other type incl. Propane, Natural Gas or Flowtype Units); Lights, Portable Generating Light Plants; Mixers (Concrete, small); Mulching Equipment (Operation and Maintenance of); Pumps (2 or less than 4 inch suction); Pumps (4 inch suction and over incl. submersible pumps); Pumps (Diesel Engine and Hydraulic-immaterial of power); Road Finishing Machines (small type); Rollers-grade, fill or stone base; Seeding Equip. (Operation and Maintenance of); Sprinkler & Water Pump Trucks (used on jobsite or in conjunction with jobsite); Steam Jennies and Boilers-irrespective of use; Stone Spreader; Tamping Machines, Vibrating Ride-on; Temporary Heating Plant (Nelson or other type, incl. Propane, Natural Gas or Flow Type Units); Water & Sprinkler Trucks (used on or in conjunction with jobsite); Welding Machines (Gas, Diesel, and/or Electric Converters of any type, single, two, or three in a battery); Wellpoint Systems (including installation by Bull Gang and Maintenance of)

CLASS E: Assistant Engineer/Oiler; Drillers Helper; Maintenance Apprentice (Deck Hand); Maintenance Apprentice (Oiler); Mechanics' Helper; Tire Repair and Maintenance; Transit/Instrument Man

WAGES:(per hour)

	07/01/2021	07/01/2022 Additional
Class A5	\$ 62.52 plus 3.00*	\$ 2.25
Class A4	61.52 plus 3.00*	
Class A3	60.52 plus 3.00*	
Class A2	58.02 plus 3.00*	
Class A1	57.02 plus 3.00*	
Class A	56.02 plus 3.00*	
Class B	54.43 plus 3.00*	
Class C	52.52 plus 3.00*	
Class D	50.89 plus 3.00*	
Class E	49.18 plus 3.00*	
Safety Engineer	56.76 plus 3.00*	
Helicopter:		
Pilot/Engineer	57.84 plus 3.00*	
Co Pilot	56.02 plus 3.00*	
Communications Engineer	56.02 plus 3.00*	
Surveying:		
Chief of Party	56.02 plus 3.00*	
Transit/Instrument Man	49.18 plus 3.00*	
Rod/Chainman	46.60 plus 3.00*	
Additional \$0.75 for Survey work Tunnel under compressed air.		
Additional \$0.50 for Hydrographic work.		

\*The \$3.00 is added to the Class Base Wage for all hours worked. Additionally, the \$3.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

\*\*Outside Material Hoist (Class B) receives additional \$ 1.00 per hour on 110 feet up to 199 feet total height, \$ 2.00 per hour on 200 feet and over total height.

- SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

- On HAZARDOUS WASTE REMOVAL or ASBESTOS REMOVAL work, or any state or federally DESIGNATED HAZARDOUS WASTE SITE:

For projects bid on or before April 1, 2020...Where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift.

For projects bid after April 1, 2020...On hazardous waste removal work of any kind, including state or federally designated site where the operating engineer is required to wear level A, B, or C personal protection the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour. An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$ 1.00 per hour. This shall also apply to sites where the level D personal protection is required.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 32.45

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**

**01/01/2022**

**JOB DESCRIPTION** Operating Engineer - Marine Dredging

**DISTRICT 4**

**ENTIRE COUNTIES**

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

**WAGES**

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2021	10/01/2021
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 41.42	\$ 41.42
CLASS A2 Crane Operator (360 swing)	36.91	36.91
CLASS B Dozer,Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	35.82	35.82
CLASS B2 Certified Welder	33.72	33.72
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	32.80	32.80
CLASS C2	30.89	31.74

Boat Operator

CLASS D	25.66	26.37
Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor		

**SUPPLEMENTAL BENEFITS**

Per Hour:  
 THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	07/01/2021	10/01/2021
	\$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63	\$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48	11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$11.38 plus 8% of straight time wage, Overtime hours add \$ 0.33	11.38 plus 8% of straight time wage, Overtime hours add \$ 0.33

**OVERTIME PAY**

See (B2, F, R) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

**Operating Engineer - Steel Erectors**

**01/01/2022**

**JOB DESCRIPTION** Operating Engineer - Steel Erectors

**DISTRICT 11**

**ENTIRE COUNTIES**

Delaware, Orange, Rockland, Sullivan, Ulster

**WAGES**

CLASS A3: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with a 140 ft. boom and over.

CLASS A2: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with up to a 139 ft. boom and under.

CLASS A1: Cranes, Derricks and Pile Drivers less than 100 tons with a 140 ft. boom and over.

CLASS A: Cranes, Derricks and Pile Drivers less than 100 tons with up to a 139 ft. boom and under.

CLASS B: "A" Frame; Cherry Pickers(10 tons and under); Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Roof, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type); Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type); Side Booms; Straddle Carrier

CLASS C: Aerial Platform used as Hoist; Compressors (2 or 3 in Battery); Concrete cleaning/ decontamination machine operator; Directional Boring Machines; Elevator or House Cars; Conveyers and Tugger Hoists; Fireman; Fork Lifts; Generators (2 or 3 in Battery); Heavy Equipment Robotics Operator/Technician; Master Environmental Maintenance Technician; Maintenance -Utility Man; Rod Bending Machines (Power); Captain(powerboat); Tug Master; Ultra High Pressure Waterjet Cutting Tool System; Vacuum Blasting Machine; Welding Machines(gas or electric,2 or 3 in battery, including diesels); Transfer Machine; Apprentice Engineer/Oiler with either one compressor or one welding machine when used for decontamination and remediation

CLASS D: Compressor (single); Welding Machines (Gas, Diesel, and/or Electric Converters of any type); Welding System Multiple (Rectifier Transformer type)

CLASS E: Assistant Engineer/Oiler; Maintenance Apprentice (Deck Hand);Drillers Helper; Maintenance Apprentice (Oiler); Mechanics' Helper; Transit/Instrument Man

WAGES:(per hour)

	07/01/2021	07/01/2022 Additional \$ 2.25
Class A3	\$ 64.54 plus 3.00*	
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** **01/01/2022**

**JOB DESCRIPTION** Painter **DISTRICT 1**

**ENTIRE COUNTIES**  
 Columbia, Dutchess, Greene, Orange, Sullivan, Ulster

**WAGES**

Per hour

	07/01/2021	05/01/2022 Additional
--	------------	--------------------------

Brush/Paper Hanger	\$ 35.94	\$ 1.65
Dry Wall Finisher	35.94	
Lead Abatement	35.94	
Sandblaster-Painter	35.94	
Spray Rate	36.94	

See Bridge Painting rates for the following work:

Structural Steel , all work performed on tanks, ALL BRIDGES, towers, smoke stacks, flag poles. Rate shall apply to all of said areas from the ground up.

**SUPPLEMENTAL BENEFITS**

Per hour

Journey person \$ 24.79

**OVERTIME PAY**

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

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT(S) OR SINGULAR IRREGULAR SHIFT OF AT LEAST A FIVE (5) DAY DURATION (MONDAY THROUGH FRIDAY), WHEN THE SHIFT STARTS BETWEEN THE HOURS LISTED BELOW:

4:00 PM to 6:30 AM REGULAR RATE PLUS 15%\*\*

OVERTIME ON MULTIPLE SHIFT WORK AND SINGULAR IRREGULAR SHIFT THE SHIFT RATE IS THE BASE RATE

\*\*SHIFT RATE STOPS AFTER 6:30AM

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour

Six (6) month terms at the following percentage of Journey person's wage

1st	2nd	3rd	4th	5th	6th
40%	50%	60%	70%	80%	90%

Supplemental Benefits per hour worked

1st term	\$ 10.89
All others	24.79

1-155

**Painter - Bridge & Structural Steel** **01/01/2022**

**JOB DESCRIPTION** Painter - Bridge & Structural Steel **DISTRICT 8**

**ENTIRE COUNTIES**

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

**WAGES**

Per Hour:

STEEL:

Bridge Painting:	07/01/2021	10/01/2021
------------------	------------	------------

\$ 51.50	\$ 53.00
+ 8.63*	+ 9.63*

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

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

**SHIFT WORK:**

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker:	07/01/2021	10/01/2021
	\$ 10.90	\$ 10.90
	+ 30.00*	+ 30.60*

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (4, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wage - Per hour:

Apprentices: (1) year terms

	07/01/2021	10/01/2021
1st year	\$ 20.60 + 3.45*	\$ 21.20 + 3.86*
2nd year	\$ 30.90 + 5.18*	\$ 31.80 + 5.78*
3rd year	\$ 41.20 + 6.90*	\$ 42.40 + 7.70*
Supplemental Benefits - Per hour:		
1st year	\$ .25 + 12.00*	\$ .25 + 12.24*
2nd year	\$ 10.90 + 18.00*	\$ 10.90 + 18.36*
3rd year	\$ 10.20 + 24.00*	\$ 10.90 + 24.48*

NOTE: All premium wages are to be calculated on base rate per hour only.

**Painter - Line Striping** **01/01/2022**

**JOB DESCRIPTION** Painter - Line Striping

**DISTRICT 8**

**ENTIRE COUNTIES**

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

**WAGES**

Per hour:

Painter (Striping-Highway):	07/01/2021	07/01/2022
Striping-Machine Operator*	\$ 30.32	\$ 31.53
Linerman Thermoplastic	36.93	38.34

Note: \* Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

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

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

**SUPPLEMENTAL BENEFITS**

Per hour paid:	07/01/2021	07/01/2022
Journeyworker:		
Striping Machine Operator:	\$ 10.03	\$ 10.03
Linerman Thermoplastic:	10.03	10.03

**OVERTIME PAY**

See (B, B2, E2, F, S) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 20) on HOLIDAY PAGE  
 Overtime: See (5, 20) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

One (1) year terms at the following wage rates:

	07/01/2021	12/31/2021	07/01/2022
1st Term*:	\$ 15.00	\$ 15.00	\$ 15.00
1st Term**:	14.00	15.00	15.00
1st Term***:	12.50	13.20	13.20
2nd Term:	18.19	18.19	18.92
3rd Term:	24.26	24.26	25.22

\*Bronx, Kings, New York, Queens, Richmond, and Suffolk counties

\*\*Nassau and Westchester counties

\*\*\*All other counties

Supplemental Benefits per hour:

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

8-1456-LS

**Painter - Metal Polisher** **01/01/2022**

**JOB DESCRIPTION** Painter - Metal Polisher

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

	07/01/2021
Metal Polisher	\$ 37.13
Metal Polisher*	38.23
Metal Polisher**	41.13

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2021

Journeyworker:  
 All classification \$ 10.64

**OVERTIME PAY**

See (B, E, P, T) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

One (1) year term at the following wage rates:

	07/01/2021
1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 7.39
2nd year	7.39
3rd year	7.39

8-8A/28A-MP

---

**Plumber** **01/01/2022**

**JOB DESCRIPTION** Plumber

**DISTRICT** 11

**ENTIRE COUNTIES**

Orange, Rockland, Sullivan

**PARTIAL COUNTIES**

Ulster: Only the Townships of Plattekill, Marlboro, Wawarsing, and Shawangunk (except for Wallkill and Shawangunk Prisons).

**WAGES**

REFRIGERATION: For commercial and industrial refrigeration which means service, maintenance, and installation work where the combined compressor tonnage does not exceed 40 tons.

AIR CONDITIONING: Air conditioning to be installed that is water cooled shall not exceed 25 tons. This will include the piping of the component system and erection of water tower. Air conditioning that is air cooled shall not exceed 50 tons.

WAGES: (per hour)

07/01/2021

Plumber \$ 35.59

Star Certification: an additional \$ 1.00 per hour over scale will be paid to all those who have Star Certification.

Shift Differential: When mandated by the governmental agency, an additional 15% premium will be paid for irregular work day or for 2nd and 3rd shift.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman

\$ 34.07\*

\*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.

**OVERTIME PAY**

See (B, G, P, \*V) on OVERTIME PAGE

\* A portion of the benefit amount is subject to the V code for overtime and shift differential work.

**HOLIDAY**

Paid: See (5, 6, 13, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 13, 15, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(1)year terms at the following wage.

07/01/2021

1st term

\$ 16.02

2nd term

17.80

3rd term

19.58

4th term

23.14

5th term

28.48

Supplemental Benefits per hour:

Apprentices

1st term

\$ 15.42\*

2nd term

17.09\*

3rd term

18.81\*

4th term

22.20\*

5th term

27.29\*

\*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.

11-373 Refrig

**Plumber**

**01/01/2022**

**JOB DESCRIPTION** Plumber

**DISTRICT 11**

**ENTIRE COUNTIES**

Orange, Rockland, Sullivan

**PARTIAL COUNTIES**

Ulster: Only the Townships of Plattekill, Marlboro, Wawarsing, and Shawangunk (except for Wallkill and Shawangunk Prisons).

**WAGES**

WAGES:(per hour)

07/01/2021

Plumber/Steamfitter

\$ 47.45

Note: For all work 40-60 feet above ground add \$ 0.25 per hour, over 60 feet add \$ 0.50 per hour.

Shift Differential: When mandated by the governmental agency, an additional 15% premium will be paid for irregular work day or for 2nd and 3rd shift.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman

\$ 42.32\*

\*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.

**OVERTIME PAY**

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

\* A portion of the benefit amount is subject to the V code for overtime and shift differential work.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

When a holiday falls on a Saturday, the day prior shall be considered and recognized as the holiday. When a holiday falls on a Sunday, the day proceeding shall be considered and recognized as the holiday to be observed.

**REGISTERED APPRENTICES**

( 1 ) year terms at the following wages.

	07/01/2021
1st term	\$ 16.61
2nd term	21.36
3rd term	26.10
4th term	30.85
5th term	37.96

Supplemental Benefits per hour:

1st term	\$ 14.90*
2nd term	19.11*
3rd term	23.33*
4th term	27.55*
5th term	33.87*

\*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.

11-373 SF

**Roofer**

**01/01/2022**

**JOB DESCRIPTION** Roofer

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2021

Roofer/Waterproofer	\$ 45.25
	+ \$7.00*

\* This portion is not subjected to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

**SUPPLEMENTAL BENEFITS**

Per Hour: \$ 28.62

**OVERTIME PAY**

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

( 1 ) year term

1st	2nd	3rd	4th
\$ 15.84	\$ 22.63	\$ 27.15	\$ 33.94
	+ 3.50*	+ 4.20*	+ 5.26*

Supplements:

1st	2nd	3rd	4th
\$ 3.72	\$ 14.47	\$ 17.30	\$ 21.55

9-8R

**Sheetmetal Worker**

**01/01/2022**

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

	07/01/2021
SheetMetal Worker	\$ 44.15
	+ 3.37*

\*This portion is not subject to overtime premiums.

**SHIFT WORK**

For all NYS D.O.T. and other Governmental mandated off-shift work:

10% increase for additional shifts for a minimum of five (5) days

**SUPPLEMENTAL BENEFITS**

Journeyworker \$ 44.20

**OVERTIME PAY**

OVERTIME:.. See ( B, E, Q, ) on OVERTIME PAGE.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 16.36	\$ 18.41	\$ 20.46	\$ 22.51	\$ 24.54	\$ 26.60	\$ 29.12	\$ 31.65
+ 1.35*	+ 1.52*	+ 1.69*	+ 1.85*	+ 2.02*	+ 2.19*	+ 2.36*	+ 2.53*

\*This portion is not subject to overtime premiums.

Supplemental Benefits per hour:

**Apprentices**

1st term	\$ 18.96
2nd term	21.34
3rd term	23.71
4th term	26.11
5th term	28.46
6th term	30.82
7th term	32.72
8th term	34.64

8-38

**Sprinkler Fitter**

**01/01/2022**

**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour 07/01/2021

Sprinkler \$ 47.19  
 Fitter

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyperson \$ 28.09

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

**REGISTERED APPRENTICES**

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 22.67	\$ 25.19	\$ 27.46	\$ 29.98	\$ 32.50	\$ 35.02	\$ 37.54	\$ 40.05	\$ 42.57	\$ 45.09

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.27	\$ 8.27	\$ 19.22	\$ 19.22	\$ 19.47	\$ 19.47	\$ 19.47	\$ 19.47	\$ 19.47	\$ 19.47
									1-669.2

**Teamster - Building / Heavy&Highway** **01/01/2022**

**JOB DESCRIPTION** Teamster - Building / Heavy&Highway

**DISTRICT** 11

**ENTIRE COUNTIES**

Dutchess, Orange, Rockland, Sullivan, Ulster

**WAGES**

GROUP 1: LeTourneau Tractors, Double Barrel Euclids, Athney Wagons and similar equipment (except when hooked to scrapers), I-Beam and Pole Trailers, Tire Trucks, Tractor and Trailers with 5 axles and over, Articulated Back Dumps and Road Oil Distributors, Articulated Water Trucks and Fuel Trucks/Trailers, positions requiring a HAZMAT CDL endorsement.

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

GROUP 2: All equipment 25 yards and up to and including 30 yard bodies and cable Dump Trailers and Powder and Dynamite Trucks.

GROUP 3: All Equipment up to and including 24-yard bodies, Mixer Trucks, Dump Crete Trucks and similar types of equipment, Fuel Trucks, Batch Trucks and all other Tractor Trailers, Hi-Rail Truck.

GROUP 4: Tri-Axles, Ten Wheelers, Grease Trucks, Tillerman, Pattern Trucks, Attenuator Trucks, Water Trucks, Bus.

GROUP 5: Straight Trucks.

GROUP 6: Pick-up Trucks for hauling materials and parts, and Escort Man over-the-road.

WAGES: (per hour)	07/01/2021	05/01/2022	05/01/2023
GROUP 1	\$ 33.91	\$ 34.28	\$ 34.58
GROUP 1A	35.05	35.42	35.72
GROUP 2	33.35	33.72	34.02
GROUP 3	33.13	33.50	33.80
GROUP 4	33.02	33.39	33.69
GROUP 5	32.90	33.27	33.57
GROUP 6	32.90	33.27	33.57

**NOTE ADDITIONAL PREMIUMS:**

- On projects requiring an irregular shift a premium of 10% will be paid on wages. The premium will be paid for off-shift or irregular shift work when mandated by Governmental Agency.
- Employees engaged in hazardous/toxic waste removal, on a State or Federally designated hazardous/toxic waste site, where the employee comes in contact with hazardous/toxic waste material and when personal protective equipment is required for respiratory, skin, or eye protection, the employee shall receive an additional 20% premium above the hourly wage.

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

First 40 hours	\$ 39.90	\$ 42.16	\$ 44.59
Over 40 hours	32.40	34.46	36.69

**OVERTIME PAY**

See (\*B, E, \*\*E2, \*\*\*P, X) on OVERTIME PAGE

\*Holidays worked Monday through Friday receive Double Time (2x) after 8 hours.

\*\*Makeup day limited to the employees who were working on the site that week.

\*\*\*Sunday Holidays are paid at a rate of double time and one half (2.5x) for all hours worked.

**HOLIDAY**

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE

Overtime: See (\*1) on HOLIDAY PAGE

\*See OVERTIME PAY section for when additional premium is applicable on Holiday hours worked.

11-445B/HH

**Welder** **01/01/2022**

**JOB DESCRIPTION** Welder

**DISTRICT** 1

**ENTIRE COUNTIES**

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

**WAGES**

Per hour 07/01/2021

Welder: To be paid the same rate of the mechanic performing the work.\*

\*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

**OVERTIME PAY**

**HOLIDAY**

1-As Per Trade

## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.  
Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( E4 ) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E5 ) Double time after 8 hours on Saturdays
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays
- ( S ) Two and one half times the hourly rate for Holidays

- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( T ) Triple the hourly rate for Holidays
- ( U ) Four times the hourly rate for Holidays
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.
- ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- ( 1 ) None
- ( 2 ) Labor Day
- ( 3 ) Memorial Day and Labor Day
- ( 4 ) Memorial Day and July 4th
- ( 5 ) Memorial Day, July 4th, and Labor Day
- ( 6 ) New Year's, Thanksgiving, and Christmas
- ( 7 ) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- ( 8 ) Good Friday
- ( 9 ) Lincoln's Birthday
- ( 10 ) Washington's Birthday
- ( 11 ) Columbus Day
- ( 12 ) Election Day
- ( 13 ) Presidential Election Day
- ( 14 ) 1/2 Day on Presidential Election Day
- ( 15 ) Veterans Day
- ( 16 ) Day after Thanksgiving
- ( 17 ) July 4th
- ( 18 ) 1/2 Day before Christmas
- ( 19 ) 1/2 Day before New Years
- ( 20 ) Thanksgiving
- ( 21 ) New Year's Day
- ( 22 ) Christmas
- ( 23 ) Day before Christmas
- ( 24 ) Day before New Year's
- ( 25 ) Presidents' Day
- ( 26 ) Martin Luther King, Jr. Day
- ( 27 ) Memorial Day
- ( 28 ) Easter Sunday

( 29 )      Juneteenth



**New York State Department of Labor - Bureau of Public Work  
State Office Building Campus  
Building 12 - Room 130  
Albany, New York 12240**

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

**This Form Must Be Typed**

Submitted By:

(Check Only One)

Contracting Agency

Architect or Engineering Firm

Public Work District Office

Date:

**A. Public Work Contract to be let by:** (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address  (Check if new or change)

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)

Telephone: ( )

Fax: ( )

E-Mail:

3. SEND REPLY TO  check if new or change  
Name and complete address:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

Additional Occupation and/or Redetermination

Telephone:( )

Fax: ( )

E-Mail:

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**



**NYS DOL Bureau of Public Work Debarment List 12/22/2021**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	NYC	*****9839	A.J.S. PROJECT MANAGEMENT, INC.		149 FIFTH AVENUE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	NYC		ANTHONY J SCLAFANI		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DOL		ARVINDER ATWAL		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC	*****5532	ATWAL MECHANICALS, INC		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****2591	AVI 212 INC.		260 CROPEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DA		BOLTER CONSTRUCTION		2549 LINDEN STREET BELLMORE NY 11710	12/22/2016	12/22/2021
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025

**NYS DOL Bureau of Public Work Debarment List 12/22/2021**

**Article 8**

DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****0225	C&D LAFACE CONSTRUCTION, INC.		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTIN G AND CARMODY CONTRACTIN G CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025

**NYS DOL Bureau of Public Work Debarment List 12/22/2021**

**Article 8**

DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DUARTE LOPES		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	NYC		FRANK MAINI		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		GIOVANNI LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023

**NYS DOL Bureau of Public Work Debarment List 12/22/2021**

**Article 8**

DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN LUCIANO			05/14/2018	05/14/2023
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JOSEPH FOLEY		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	NYC		K.S. CONTRACTING CORP.		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026

**NYS DOL Bureau of Public Work Debarment List 12/22/2021**

**Article 8**

DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DA	****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL	****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	NYC		MARTINE ALTER		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023

**NYS DOL Bureau of Public Work Debarment List 12/22/2021**

**Article 8**

DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN "MIKKI" DRAKE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	****9445	MCLEAN M WALSH	ELITE PROFESSIONAL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	****9445	MCLEAN M WALSH	ELITE PROFESSIONAL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4 YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL	****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29 MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204 NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOOR STATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	NYC	****3826	MOVING MAVEN OF NY, INC.		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	****3550	MOVING MAVEN, INC		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DA	****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLEN TOWN PA 18104	09/17/2020	09/17/2025
DOL	DOL	****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	NYC		PARESH SHAH		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	NYC	****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025

**NYS DOL Bureau of Public Work Debarment List 12/22/2021**

**Article 8**

DOL	NYC	****4532	PROFESSIONAL PAVERS CORP.		66-05 WOODHAVEN BLVD. REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	AG	****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOOR MASPETH NY 11378	02/07/2018	02/07/2023
DOL	DA	****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	****9148	RICHARD TIMIAN	RICH T CONSTRUCTION	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSE SAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	NYC		ROBERT HOHMAN		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101 SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101 SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408 MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070 SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070 SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		SANDEEP BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	NYC	****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025

**NYS DOL Bureau of Public Work Debarment List 12/22/2021**

**Article 8**

DOL	DOL	****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL	****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	NYC	****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANO, JR. A/K/A STEVE PAPASTEFANO, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	NYC	****5863	SUKHMANY CONSTRUCTION, INC.		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022

**NYSDOL Bureau of Public Work Debarment List 12/22/2021**

**Article 8**

DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHELEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****7361	VIABLE HOLDINGS, INC.	MOVING MAVEN	1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTION	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTING, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	*****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

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. REQUIREMENTS OF NEW YORK STATE DEPARTMENT OF LABOR INDUSTRIAL CODE RULE NO. 53, DATED APRIL 1, 1975

The Contractor shall acquaint himself with the applicable requirements of the above mentioned code. The Contractor's attention is also called to the requirements of contacting Mr. Fred Brennen, OCCC, and the Underground Facilities Protective Organization (UFPO), at least two (2) days, but not more than ten (10) days, prior to commencing any work, including digging, blasting, drilling, etc. The number for the Underground Facilities Protective Organization is 1-800-962-7962. The number for the Director of Projects is (845) 341-4224.

3. CONTRACTOR'S RESPONSIBILITY

The Contractor shall provide a competent person responsible for renovation of the George Shepard Student Center, Bio-Tech Building and Harriman Hall 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.

4. INDUSTRIAL CODE RULE NO. 23

16 NYCRR Part 23, "Industrial Code Rule No. 23" ("Code Rule 23") addresses protection in construction, demolition and excavation operations. NYCRR Section 23-1.13 provides for construction, demolition and excavation around or near power lines and power facilities. Code Rule 23 requires at least five (5) normal working days notice to the utility company before work is begun within ten feet (10') of any live overhead power line or before any excavation work is performed which might contact or disturb a live underground power line. The Contractor shall notify the utility in writing. Contact the Utility Company or the Department of Labor for a complete copy of the Code.

5. HIGH VOLTAGE PROXIMITY ACT

The Act imposes certain obligations on Contractors and should be carefully reviewed. A copy can be obtained from the Utility Company or the Department of Labor. The requirements imposed by the Act address the erection, transportation, handling or storage of any tools, machines, equipment, supplies, materials, or apparatus or the moving of any building within dangerous proximity to a high voltage line. The requirements of the Act differ in some respects from those of Code Rule 23 and should be carefully reviewed.

6. OSHA REQUIREMENTS

All work is subject to OSHA Requirements.

7. All salvage from the job becomes the property of the General Contractor. He shall dispose of or remove as noted and approved by the Engineer.

8. The successful contractors will be required to submit a schedule and schedule of values. Schedule to be adhered to. Project to be manned daily and continuously. Time is of the essence.

9. Successful contractors to coordinate the dumpster location and staging of material with the Engineer. Demolition material to be removed same day from construction area.
10. Successful contractors to give list of employees and equipment (and vehicles) on site with plate numbers. Emergency numbers for superintendents to be given to OCCC and the Engineer.
11. Contractors to schedule work with the OCCC's Designee, i.e. Project Manager.
12. Successful contractors to coordinate the dumpster location and staging of material with the Engineer.
13. Successful contractors to give list of employees and equipment (and vehicles) on site with plate numbers. Emergency numbers for superintendents to be given to the Engineer.
14. Contractors to schedule work with the Orange County Community College's Designee, i.e. Project Manager.
15. The site work is to be protected at all times and continuously to protect the public.
16. Work to commence within 10 days of Notice to Proceed and to be manned continuously until complete (90 day maximum).
17. It is intended to award immediately and Notice to Proceed will begin the next day after award.
18. Contractor to repair or replace any utility disturbed during the job.
19. Work to be conducted to minimize inconvenience to daily operations. Signage to be placed directing constituents to opposite end doors. Contractor to assist in providing temporary access.
20. Provide ADA bathroom port-potty for employees and workers during construction.
21. The ADA bathroom is to be gender neutral.
22. Invoices on AIA forms to be given to the Engineer with certified payroll for payment.
23. All ADA bathroom to meet codes. Also, signage on walls as per code.
24. All Federal, state and local pandemic COVID-19 executive orders and recommendations are to be followed.
25. George Shepard Building- Add alternate #1 - 5' vertical and 25' horizontal sanitary pipe replacement in plenum space first floor, see sheet A-2 of the plan set, detail RM 350 demolition plan.
26. Add alternate 2 – ADA bathroom 1<sup>st</sup> floor of Bio-Tech Building.
27. Add alternate 3 – ADA bathroom 3<sup>rd</sup> floor of Bio-Tech Building.

---

**PART 1. - GENERAL****1.01 SUMMARY**

- A. The Owner is: Orange County Community College, SUNY Orange Middletown Campus, 115 South Street, Middletown, New York 10940
- B. Section Includes:
  - 1. Project description.
  - 2. Access to the site.
  - 3. Contractor's use of the premises.
  - 4. Coordination requirements.
  - 5. Coordination drawings.
  - 6. Construction schedule.
  - 7. Preconstruction meeting.
  - 8. Work sequence.

**1.02 PROJECT DESCRIPTION**

As shown on in Contract Documents.

- A. The work consists of the ADA Bathrooms at Orange County Community College, as per plans.
- B. Sequencing:
  - 1. Work shall commence upon notice to proceed.

**1.03 PRIME CONTRACTS**

- A. The scope of each contract is described elsewhere in this section.

**1.04 ACCESS TO THE SITE AND USE OF THE PREMISES**

- A. The space available to the Contractor for the performance of the work, either exclusively or in conjunction with others performing other construction as part of the project, is shown on the drawings.
  - 1. Other areas are off limits to all construction personnel.
- B. The Owner will continue to occupy the existing facilities during the construction period.
  - 1. The Owner will endeavor to cooperate with the Contractor's operations when the Contractor has notified the Owner in advance of need for changes in operations in order to accommodate construction operations.
  - 2. Conduct the work so as to cause the least interference with the Owner's operations.
- C. Storage areas will be available on site only in the immediate construction area.

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

## PART 3. - EXECUTION

## 3.01 PRECONSTRUCTION MEETING

- A. A preconstruction meeting will be held at a time and place designated by the Engineer, for the purpose of identifying responsibilities of the Owner's and the Engineer's personnel and explanation of administrative procedures. The meeting is a requirement and is mandatory.
- B. The Contractor shall also use this meeting for the following minimum agenda:
1. Construction schedule and Schedule of Values.
  2. Use of areas of the site.
  3. Delivery and storage.
  4. Safety.
  5. Security.
  6. Cleaning up.
  7. Subcontractor procedures relating to:
    - (a) Submittals.
    - (b) Change orders.
    - (c) Applications for payment.
    - (d) Record documents.
- C. Attendees shall include:
1. The Owner.
  2. The ENGINEER and any consultants.
  3. Each prime Contractor and their superintendents.
  4. Major subcontractors, suppliers, and fabricators.
  5. Others interested in the work.
- D. Bi-weekly project meetings by all of the above are mandatory.

## 3.02 COORDINATION WITH OCCUPANTS

- A. Occupied areas include all areas in which the Owner's regular operations will be going on or to which the Owner requires access during the construction period, whether conducted by the Owner or his customers, clientele, or the public.
- B. Limit access through occupied areas to those days and times which the Owner approves.
- C. When the following must be modified, provide alternate facilities acceptable to the Owner:
1. Emergency means of egress.
  2. Entrances which must remain open.
  3. Utilities which must remain in operation.

## 3.03 SECURITY PROCEDURES

- A. Limit access to the site to persons involved in the work.
- B. Provide secure storage for materials for which the Owner has made payment and which are stored on site.

- 
- C. Secure completed work as required to prevent loss.
  - D. The owner's normal security procedures will remain in effect. Contractor personnel will be required to wear badges and to be registered with the Owner's Representative.

#### 3.04 COORDINATION

- A. The Contractor shall coordinate his activities with the Engineer and/or Owner.
- B. See other requirements in other portions of the contract documents.

#### 3.05 SCHEDULED WORK

The work under this contract shall include, but not limited to, ADA Bathrooms.

END OF SECTION

## SECTION 01026 - APPLICATIONS FOR PAYMENT

## PART 1. - GENERAL

## 1.01 SUMMARY

- A. Section Includes:
  - 1. Schedule of Values.
  - 2. Payment procedures.
- B. Related Requirements Specified Elsewhere in the Project Manual:
  - 1. Retainage.

## 1.02 CONTRACT CONDITIONS

- A. See the conditions of the contract for additional requirements.
- B. Final progress payments must be received on the 10th of each month, unless specified otherwise elsewhere in the Contract Documents.
- C. The Engineer will act upon the Contractor's application for payment within 7 days after receipt.
- D. The Owner shall make payment to the Contractor within 20 days after receipt of the certificate for payment.
- E. No payment will be made for materials or equipment stored off site unless specifically approved in advance, in writing by the Owner. Submit copy of the Owner's agreement to pay for such materials and equipment with the application for payment covering such materials and equipment.
- F. Payments may be withheld if the Contractor fails to make dated submittals within the time periods specified.

## 1.03 SUBMITTALS

- A. Schedule of Values: First application for payment will not be reviewed without schedule of values.
  - 1. Maximum sheet size: 11 by 17 inches.
  - 2. Submit 2 copies.
  - 3. Identify with:
    - a. Project name.
    - b. Project number.
    - c. Engineer's name.
    - d. Owner's name.
    - e. Contractor's name and address.
    - f. Submittal date.
- B. Applications for Progress Payments: Submit sufficiently in advance of date established for the progress payment to allow for the processing indicated.
- C. Application for Payment to include weekly payroll certifications.

## PART 2. - PRODUCTS (NOT USED)

## PART 3. - EXECUTION

## 3.01 SCHEDULE OF VALUES

- A. Each prime Contractor shall prepare a schedule of values for his work.
- B. Schedule of Values: Break costs down into line items, which will be comparable with line items in applications for payment.
1. Coordinate line items in the schedule of values with portions of the contract documents, which identify units or subdivisions of work; provide cross-referencing if necessary to clarify.
    - a. Specifically, correlate with the project manual table of contents.
  2. Divide major subcontracts into individual cost items.
  3. Where applications for payment are likely to include products purchased or fabricated but not yet installed, provide individual line items for material cost, installation cost, and other applicable phases of completion.
  4. Show the following as separate line items:
    - a. When the Project consists of more than one building, list the line items for each separately so that the Owner can track the project costs on a per building basis.
  5. Include in each line item its proportional share of overhead and profit.
  6. Include the following information for each line item, using AIA Form G703 or similar.
    - a. Item name.
    - b. Applicable specification section.
    - c. Dollar value, rounded off to the nearest whole dollar (with the total equal to the contract sum).
    - d. Proportion of the contract sum represented by this item, to the nearest one-hundredth percent (with the total adjusted to 100 percent).
  7. Provide the following supporting data for each line item:
    - a. Subcontractor's name.
    - b. Manufacturer or fabricator's name.
    - c. Supplier's name.
- C. Submit schedule of values not later than 15 days prior to submittal of first application for payment.
- D. The Architect will notify the Contractor if schedule is not satisfactory; revise and resubmit acceptable schedule.
- E. Submit a revised schedule of values when modifications change the contract sum or change individual line items.
1. Make each modification a new line item.
  2. Show the following information for each line item:
    - a. All information required for original submittal.
    - b. Identification of modifications which have affected its value.

## 3.02 APPLICATIONS FOR PAYMENT

- A. Application for Payment Forms: Use AIA G702, Application and Certificate for Payment, 1983, and AIA G703, Continuation Sheet, 1983. Refer to Contract Documents XIII.
- B. Preparation of Applications for Payment: Complete form entirely. With the exception of the first, all applications shall be notarized by a duly authorized notary public so licensed in the State of New York.
1. Make current application consistent with previous applications, certificates for payment, and payments made.
  2. Base application on current schedule of values and Contractor's construction schedule.
  3. Include amounts of modifications issued before the end of the construction period covered by the application.
  4. Include signature by person authorized by the Contractor to sign legal documents.
  5. Notarize each copy.
  6. Submit in 3 copies.
  7. Attach waivers of lien.
  8. Attach revised schedule of values, if changes have occurred, unless application forms already show entire schedule of values.
  9. Attach copy of the Owner's agreement to pay for materials and equipment stored off site, and any other supporting documentation required by the Owner or the contract documents.
  10. Also attach:
    - a. Updated Contractor's construction schedule.
- C. Provide the following information with every application for payment which involves work completed on a time and material basis:
1. Detailed records of work done, including:
    - a. Dates and times work was performed, and by whom.
    - b. Time records and wage rates paid.
    - c. Invoices and receipts for products.
  2. Provide similar detailed records for subcontracts.
- D. Transmit application for payment with a transmittal form itemizing supporting documents attached.
1. Transmit to the Engineer.

### 3.03 WAIVERS OF LIEN

- A. Submit, with each application for payment, a waiver of lien from the Contractor covering the work performed during the period covered by the previous application for payment.
- B. With final application for payment, submit complete waivers of lien from every entity who may be legally entitled to file a mechanic's or other lien against the work.
- C. The Owner reserves the right to designate which entities involved in the Work must submit waivers.

### 3.04 FIRST PAYMENT PROCEDURE

- A. The first application for payment will not be reviewed until the following submittals have been received and reviewed:
1. Certificates of insurance.
  2. Performance and payment bonds.

3. Schedule of values.
4. List of subcontractors, principal suppliers, and fabricators.
5. Contractor's construction schedule.
6. Submittal schedule.
7. Schedule of products.
8. Names of the Contractor's principal staff assigned to the project.
9. Copies of building permit and other authorizations from governing authorities.
10. All submittals specified to occur prior to first application for payment or prior to first payment.

### 3.05 FINAL PAYMENT PROCEDURE

- A. The final application for payment will not be reviewed until the following submittals have been received and reviewed:
- 1 Contractors Affidavit for Release of Retainage and/or Final Payment, refer to Contract Documents XII.
  - 2 All submittals specified to occur prior to last application for payment or prior to last payment.

END OF SECTION

## SECTION 01027 - PROJECT COMPLETION PROCEDURES

## PART 1. - GENERAL

## 1.01 SUMMARY

- A. Section Includes:
  - 1. Completion procedures.

## 1.02 CONTRACT CONDITIONS

- A. See the conditions of the contract for additional requirements.
- B. Payments may be withheld if the Contractor fails to make dated submittals within the time periods specified.

## 1.03 DEFINITIONS

- A. Final Completion: The stage at which all incomplete and incorrect work has been completed or corrected in accordance with the contract documents.
- B. List of Incomplete and/or Unacceptable Work: A comprehensive list of items, prepared by the Architect to be completed or corrected by the Contractor, prior to obtaining certification of substantial completion. This list is also referred to as a "punchlist."
- C. Substantial Completion: The time at which the work, or a portion of the work which the Owner agrees to accept separately, is sufficiently complete in accordance with the contract documents so that the Owner can occupy or use the work for its intended purpose.

## PART 2. - PRODUCTS (NOT USED)

## PART 3. - EXECUTION

## 3.01 SUBSTANTIAL COMPLETION PROCEDURES

- A. Request for inspection and application for payment may coincide.
- B. The Architect will perform inspection for substantial completion, upon request of the Contractor:
  - 1. When issuance of several certificates of substantial completion for portions of a single prime contract is authorized by the Owner, the above provisions apply separately to each separate portion
- C. Do not submit request for inspection for substantial completion until the following activities have been completed:
  - 1. Delivery of maintenance materials and tools.
  - 2. Demonstration of all equipment and systems.
  - 3. Removal of temporary facilities.
  - 4. Changeover to permanent locking systems.

5. The Owner has been informed of necessary procedures for changing over insurance coverage.
  6. The Owner has been informed of procedures for changing over operation, maintenance, security, etc.
  7. The Owner has received occupancy and operating permits from authorities having jurisdiction.
  8. All activities specified to occur prior to substantial completion.
- D. Do not submit request for inspection for substantial completion until the following submittals have been completed:
1. List of incomplete work.
  2. Warranties.
  3. Maintenance agreements.
  4. Operation and maintenance data.
  5. All submittals specified to occur prior to substantial completion.
- E. Submit the following with application for payment at substantial completion:
1. Contractor's affidavit of release of liens.
  2. Request for reduction or release of retainage.
  3. Consent of surety to reduction in or partial release of retainage.
  4. Other data required by the contract documents.
- 3.02 FINAL COMPLETION PROCEDURES
- A. Request for final inspection and final application for payment may coincide.
- B. The Architect will perform inspection for final completion, upon request of the Contractor.
1. Submit the following with request for inspection:
    - a. Previous inspection lists indicating completion of all items.
    - b. If any items cannot be completed, obtain prior approval of such delay.
- C. Submit the following with the final application for payment:
1. Certified copy of the previous list of items to be completed or corrected, stating that each has been completed or otherwise resolved for acceptance.
  2. Updated final statement, accounting for final changes to the contract sum.
  3. Consent of surety to final payment.
  4. Contractors affidavit of payment of debts and claims.
  5. Description of unsettled claims.
  6. Project record documents.
  7. Other data required by the contract documents.

END OF SECTION

---

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for Alternates.
- B. Definition: An Alternate is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Requirements that may be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Contract Documents.
- C. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project. Costs for coordination, modification and adjustment are to be accounted for in the alternate price.
- D. Notification: Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.
- E. Schedule: A "Schedule of Alternates" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials and methods necessary to achieve the Work described under each Alternate.
1. Include as part of each Alternate, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.

PART 2 - PRODUCTS - (Not Applicable)

PART 3 - EXECUTION

3.01 SCHEDULE OF ALTERNATES

END SECTION

## PART 1. - GENERAL

## 1.01 SUMMARY

- A. This section specifies administrative and procedural requirements for handling and processing Contract modifications.
1. If constructed under multiple prime contracts, the provisions of this Section apply to the work of each prime contractor.
- B. Related Requirements Specified Elsewhere in Division 1:
1. Contractor's construction schedule.
  2. Substitutions.
  3. Applications for payment.

## 1.02 MINOR CHANGES IN THE WORK

- A. Supplemental instructions authorizing minor changes in the Work, not involving an adjustment to the Contract Sum or Contract Time, will be issued by the Architect on AIA form G710, Architect's Supplemental Instructions.

## 1.03 CHANGE ORDER PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Request: Proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time will be issued by the Architect, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.
1. Proposal requests issued by the Architect are for information only. Do not consider them an instruction either to stop work in progress, or to execute the proposed change.
  2. Unless otherwise indicated in the proposal request, within (10) days of receipt of the proposal request, submit to the Architect for the Owner's review an estimate of cost necessary to execute the proposed change. The response shall include the following items as a minimum.
    - a. The amount of change in the Contract Sum if any.
    - b. The amount of change in the Contract Time, if any.
    - c. Quantities and unit costs of products, labor and equipment.
    - d. Applicable delivery charges, equipment rental, trade discounts, taxes, insurance and bonds.
    - e. Overhead and profit.
    - f. The period of time within which the proposed changes in the Contract Sum or Contract Time will be valid.
    - g. A statement describing the effect the change may have on the work of other prime contractors.
- B. Contractor-Initiated Change Order Proposal Request: When latent or other unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.
1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

## MODIFICATION PROCEDURES

01035-2

2. Provide all the information required for the Contractor's response to an Owner-Initiated Proposal Request.
  3. Comply with requirements in Section 01600 for "Substitutions" if the proposed change in the Work requires the substitution of one product or system for a product or system specified.
- C. Proposal Request Form: Refer to Contract Documents VIII Change Order.

### 1.04 CONSTRUCTION CHANGE DIRECTIVE

- A. When the Owner and Contractor are not in total agreement on the terms of a Change Order Proposal Request, the Architect may issue a Construction Change Directive on AIA Form G714, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. The Construction Change Directive will contain a complete description of the change in the Work and designate the method to be followed to determine change in the Contract Sum or Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

### 1.05 CHANGE ORDER PROCEDURES

- A. Upon the Owner's approval of a Change Order Proposal Request, the Architect will issue a Change Order for signatures of the Owner and Contractor on AIA Form G701, as provided in the Conditions of the Contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

## PART 1. - GENERAL

## 1.01 SUMMARY

- A. Section Includes:
1. Progress documentation requirements:  
Contractor's construction schedule.  
Progress reports.
  2. Progress procedures:  
Progress meetings.
- B. Contract time is indicated elsewhere.
- C. Related Sections:
1. Applications for payment: Elsewhere in Division 1.
  2. Coordination meetings: Elsewhere in Division 1.
  3. Preconstruction meeting: Elsewhere in Division 1.
  4. Schedule of values: Elsewhere in Division 1.
  5. Submittal schedule: Elsewhere in Division 1.

## 1.02 SUBMITTALS

- A. Contractor's Construction Schedule.
1. Submit within 10 days after notice to proceed.
  2. Submit revised schedule with each application for payment.
- B. Progress Reports: Submit with each application for payment.

## 1.03 FORM OF SUBMITTALS

- A. Schedules - General:
1. Provide legend of symbols and abbreviations for each schedule.
  2. Use the same terminology as that used in the contract documents.
  3. When transparencies are submitted, use only media which will not fade or lose contrast over time.
  4. When opaque copies are submitted, submit a minimum of 3 copies.
- B. Bar Charts:
1. Provide individual horizontal bars representing the duration of each major activity.
  2. Coordinate each element on the schedule with other construction activities.
  3. Show activities in proper sequence.
  4. Show percentage of completion of each activity.
  5. Include cost bar at top of chart, showing estimated and actual costs of work performed at the date of each application for payment.
  6. Use vertical lines to mark the time scale at not more than one week intervals.

7. Prepare on reproducible transparency.
  8. Use sheets of sufficient number and width to show the full schedule clearly.
- C. Reports - General:
1. Submit a minimum of 3 copies.
- 1.04 COORDINATION
- A. The general work contractor is responsible for coordinating all prime contractor's schedules.
  - B. Each prime contractor is responsible for coordinating reporting with other contractors.
  - C. In preparation of schedules, take into account the time allowed or required for the Architect's administrative procedures.
  - D. Notify entity responsible for coordination of schedules promptly when problems are anticipated in meeting schedule dates.

## PART 2. - PRODUCTS

(NOT USED)

## PART 3. - EXECUTION

- 3.01 Contractor's CONSTRUCTION SCHEDULE
- A. The general work contractor shall prepare and submit a construction schedule:
    1. Obtain and incorporate schedules of all other prime contractors.
  - B. Provide construction schedule in the form of bar charts:
    1. Show each prime contractor's work on separate sheets with another sheet summarizing the activities of all prime contractors.
    2. Use the same items of work as shown in the schedule of values.
    3. Where related activities must be performed in sequence, show relationship graphically.
    4. Indicate activities separately for:
      - a. Each separate building.
    5. Incorporate the submittal schedule specified elsewhere.
    6. Show dates of:
      - a. Each activity that influences the construction time.
      - b. Preconstruction meeting.
      - c. Ordering dates for products requiring long lead time.
      - d. Substantial and final completion, with time frames for the Architect's completion procedures.
    7. In developing the schedule take into account:

- a. Phased completion.
  - b. Work under other contracts.
  - c. Continued occupancy.
  - d. Interruption of services to occupied facilities.
  - e. Occupancy by owner prior to substantial completion.
  - f. Weather, including seasonal changes.
  - g. Need for temporary heating, ventilating, or air-conditioning.
- C. The Architect will notify the contractor if schedule is not satisfactory; revise and resubmit.
1. Resubmit within 10 days.
- D. The general work contractor shall make copies of schedule and distribute to the Architect, to the owner, to all prime contractors, and to other entities whose work will be influenced by schedule dates.
1. Each prime contractor shall make and distribute copies to his subcontractors, suppliers, and other parties.
  2. Hang a copy of the schedule up in each field office or meeting room.
- E. The general work contractor shall update the schedule whenever changes occur or are made, or when new information is received, but not less often than at the same intervals at which applications for payment are made.
1. Indicate changes made since last issue; show actual dates for activities completed.
  2. Submit updated schedule with application for payment.
  3. Issue updated schedule with report of meeting at which revisions are made.
  4. Issue updated schedule in same manner as original schedule.

### 3.02 PROGRESS REPORTS

- A. Progress Reports: Each prime contractor shall prepare a narrative report describing the general state of completion of the work and describing in detail the following:
1. Actual and anticipated delays, their impact on the schedule, and corrective actions taken or proposed.
  2. Actual and potential problems.
  3. Effect of delays, problems, and changes on the schedules of other prime contractors.
  4. Status of corrective work ordered by the Architect.

### 3.03 PROGRESS MEETINGS

- A. The Architect shall schedule and conduct periodic progress meetings during the construction period, prepare and distribute agenda, and record and distribute minutes.
1. Have meetings once every two weeks.
- B. The following are required to attend:
1. All prime contractors.
  2. Prime contractors' superintendents.
  3. Major subcontractors and suppliers.
  4. Others who have an interest in the agenda.

- C. At a minimum the agenda shall cover the following topics when applicable:
1. Review minutes of previous meeting.
  2. Status of submittals and impending submittals.
  3. Off-site fabrication and delivery schedules.
  4. Actual progress of activities in relation to the schedule.
  5. Actual and anticipated delays, their impact on the schedule, and corrective actions taken or proposed.
  6. Actual and potential problems.
  7. Status of change order work.
  8. Effect of proposed changes on schedule and coordination.
  9. Effect of delays, problems, and changes on the schedules of all prime contractors.
  10. Status of corrective work ordered by the Architect.
  11. Progress expected to be made during the next period.
- D. The Architect shall record minutes and distribute copies within 5 days to the owner, to all participants, and to all entities affected by decisions made.

END OF SECTION

## SECTION 01300 - SUBMITTALS

## PART 1. - GENERAL

## 1.01 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for the performance of the work.
- B. Section Includes:
  - 1. Preparing and processing of submittals for review and action.
  - 2. Preparing and processing of informational submittals.
  - 3. Preparing submittal schedule.
- C. Submit the following for the Architect/Engineer's review and action:
  - 1. Shop drawings.
  - 2. Product data.
  - 3. Samples.
  - 4. Submittals indicated as "for approval."
  - 5. Coordination drawings.
  - 6. Qualification statements for manufacturers/installers.
  - 7. Submittals for which procedures are not defined elsewhere.
- D. Specific submittals are described in individual Sections.
- E. Do not commence work requiring review of any submittals until receipt of returned submittals with an acceptable action.
- F. Do not allow submittals without an acceptable action marking to be used for the Project.
- G. Submit all submittals to the Architect/Engineer; electronic and paper required.
- H. Do not submit substitute items that have not been approved by means of the procedure specified elsewhere.
- I. Do not include requests for substitution (either direct or indirect) on submittals; comply with procedures for substitutions specified in Section 01600 of these specifications.
- J. Related Sections:
  - 1. Product Substitutions: Section 01600.
  - 2. Requirements for individual Submittals: reference the appropriate specification Section.

## 1.02 DEFINITIONS

- A. Shop Drawings: Drawings and other data prepared, by the entity who is to do the work, specifically to show a portion of the work. Shop drawings also include:
1. Product data specifically prepared for this project.
  2. Shop or plant inspection and test reports, when made on specific materials, products, or systems to be used in the work.
- B. Product Data: Standard pre-printed data showing or otherwise describing a product or system, or some other portion of the work. Product data submittals also include:
1. Product data not specifically prepared for this Project.
  2. Performance curves, when issued by the manufacturer for all products of that type.
  3. Printed selection data showing standard colors.
  4. Wiring diagrams, when standard for all products of that type.
- C. Samples: Full-size or size specified, fully fabricated samples cured and finished as specified and physically identical with the material or product proposed.
1. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.
  2. 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.
- D. Informational Submittals: Submittals identified in the contract documents as to be submitted for information only.

### 1.03 SUBMITTAL SCHEDULE

- A. After development and acceptance of the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule within (10) days of the date required for establishment of the Contractor's construction schedule.
1. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the Contractor's construction schedule.
  2. Prepare the schedule in chronological order; include all required submittals. Provide the following information:
    - a. Scheduled date for all submittals.
    - b. Related specification Section number and drawing number.
    - c. Submittal category (shop drawing, product data, etc.)
    - d. Name of Contractor, subcontractor, and Installer, as applicable.
    - e. Description of the part of the work covered.
    - f. Scheduled date for the Architect/Engineer's approval.
- B. Distribution: Following response to initial submittal, print and distribute copies to the Architect/Engineer, Owner's representative, subcontractors, other Contractors (if any), and other parties required to comply with submittal dates indicated. Post copy in the field office.

- C. Revise the schedule after each meeting or activity, where revisions have been recognized or made, and distribute to the same parties and post in same locations as stated previously.

#### 1.04 FORM OF SUBMITTALS

##### A. Sheets Larger Than 8-1/2 by 14 Inches:

- 1. Submittals for review:
  - a. One (1) reproducible print, not folded and three (3) copies of blue- or black-line print(s).
  - b. Two (2) copies will be retained.
- 2. Informational submittals: Two (2) copies of opaque prints, both of which will be retained.

##### B. Small Sheets or Pages:

- 1. Minimum sheet size 8-1/2 by 11 inches and maximum sheet size 8-1/2 by 14 inches.
- 2. Submittals for review:
  - a. One (1) correctable reproducible print (not folded) and three (3) copies of blue or black line prints.
  - b. All opaque copies may be submitted in lieu of the reproducible and copies. If this method is used, submit two (2) copies plus the number required by the Contractor for distribution.
  - c. Regardless of which submission method is used, two (2) copies will be retained.
  - d. Informational submittals: Two (2) copies, both of which will be retained.

- C. Samples: Two (2) sets of each; one (1) set will be returned.

- D. If additional sets are needed by other entities involved in work represented by the samples, submit with original submittal.

- E. Provide additional copies, if required for operating and maintenance data, marked to indicate their purpose.

- F. Provide additional copies for project record documents.

#### 1.05 COORDINATION OF SUBMITTALS

- A. 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.

- B. Coordinate submittals and activities that must be performed in sequence, so that the Architect/Engineer has enough information to properly review the submittals.

- C. Coordinate submittals of different types for the same product or system so that the Architect/Engineer has enough information to properly review each submittal.

## PART 2.- PRODUCTS (NOT USED)

## PART 3.- EXECUTION

## 3.01 TIMING OF SUBMITTALS

- A. Transmit each submittal at or before the time indicated on the approved schedule of submittals.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. Allow same time for processing of resubmittals as for original submissions.
- G. If a submittal must be delayed for coordination with other submittals not yet submitted, the Architect/Engineer may, at his or her option, return the submittal with no action or notify the Contractor of the other submittals which must be received before the submittal can be reviewed.

## 3.02 SUBMITTAL PROCEDURES - GENERAL

- A. Contractor Review: Sign each copy of each submittal certifying compliance with the requirements of the Contract Documents.
- B. Notify the Architect/Engineer, in writing and at time of submittal, of all points upon which the submittal does not conform to the requirements of the contract documents, if any.
- C. Preparation of Submittals:
  - 1. Cover Sheet: Label each copy of each submittal, with the following information:
    - a. Project name.
    - b. Date of submittal.
    - c. Contractor's name, telephone number, and address.
    - d. Subcontractor's and Installer's name, telephone number, and address, when applicable.
    - e. Architect/Engineer's name.

- f. Supplier's name and address.
  - g. Manufacturer's name.
  - h. Numbers of applicable drawings and details.
  - i. Other necessary identifying information.
2. Pack submittals suitably for shipment.
  3. Leave blank room for:
    - a. Submittals to receive Architect/Engineer's action marking: Provide blank space on the label or on the submittal itself for action marking; 3½ inches wide by 4½ inches high minimum.
    - b. Space for Architect/Engineer to write the submittal number assigned to that particular item on the cover sheet.

D. Transmittal of Submittals:

1. Submittals will be accepted from the Contractor only, by mail, delivery or in person and electronic.
2. Submittals received from other entities will be returned without review or action.
3. Because they are so often hard to read, submittals sent by fax will not be accepted.
4. Submittals received without a transmittal form or cover sheet will be returned without review or action.
5. Transmittal form: Use AIA G810 or similar form.
  - a. List of deviations.
  - b. The Contractor's certification signature.
6. Submittals received without Contractor's executed review and approval will be returned without review or action.
7. Fill out a separate transmittal form for each submittal; also include the following:
  - a. Other relevant information.
  - b. Requests for additional information.

3.03 SHOP DRAWINGS

A. Content: Include the following information:

1. Dimensions, at accurate scale.
2. Field measurements that have been taken, at accurate scale.
3. Names, manufacturers, product numbers, styles, and finishes of specific products and materials used.
4. Details, identified by Contract Document sheet and detail numbers.
5. Show compliance with the specific standards referenced.
6. Coordination requirements; show relationship to adjacent or critical work.
7. Name of preparing firm, including telephone number and name of contact person.

B. Preparation:

1. Reproductions of contract documents are not acceptable as shop drawings.
2. Copies of standard printed documents are not acceptable as shop drawings.
3. Identify as indicated for all submittals.

4. Space for Architect/Engineer's action marking and submittal number shall be adjacent to the title block.

### 3.04 PRODUCT DATA

- A. Submit all product data submittals for each system or unit of work as one submittal.
- B. When product data submittals are prepared specifically for this Project (in the absence of standard printed information), submit such information as shop drawings and not as product data submittals.
- C. Content:
  1. Submit manufacturer's standard printed data sheets.
  2. Identify the particular product being submitted; submit only pertinent pages.
  3. Show compliance with properties specified.
  4. Identify which options and accessories are applicable.
  5. Include recommendations for application and use.
  6. Show compliance with the specific standards referenced.
  7. Show compliance with specified testing agency listings; show the limitations of their labels or seals, if any.
  8. Identify dimensions that have been verified by field measurement.
  9. Show special coordination requirements for the product.

### 3.05 SAMPLES

- A. Samples:
  1. Provide samples that are the same as proposed product.
  2. Where unavoidable variations must be expected, submit "range" samples, minimum of 3 units, and describe or identify variations among units of each set.
  3. Where selection is required, provide full set of all options.
  4. Where products are to match a sample prepared by other entities, prepare sample to match.
- B. Preparation:
  1. Attach a description to each sample.
  2. Attach name of manufacturer or source to each sample.
  3. Where compliance with specified properties is required, attach documentation showing compliance.
  4. Where there are limitations in availability, delivery, or other characteristics, attach description of limitations.
  5. Where selection is required, the first submittal may be a set of options; after return of submittal with selection indicated, submit standard number of sets of item.
- C. Keep final sample set(s) at the project site, available for use during progress of the work.

### 3.06 REVIEW OF SUBMITTALS

- A. Submittals for approval will be reviewed, marked with appropriate action, and returned.
- B. Informational submittals: Submittals will be reviewed.

3.07 RETURN, RESUBMITTAL, AND DISTRIBUTION

- A. Submittals will be returned to the Contractor by mail or hand delivery. Verbal or telephone approval of a submittal by the Architect/Engineer specifically does not represent formal approval; approval is not valid until in writing.
- B. Perform resubmittals in the same manner as original submittals; indicate all changes other than those requested by the Architect/Engineer.
- C. All resubmittals shall be labeled as such.
- D. Distribution: Distribute returned submittals to all prime Contractors, subcontractors, suppliers and anyone else affected by or involved in work covered by the submittal.

END OF SECTION

---

**PART 1. - GENERAL****1.01 SUMMARY****A. Section Includes:**

1. General product requirements, including:
  - a. General specification requirements for products.
  - b. Product options.
  - c. Product substitution procedures.
2. General requirements for documentation, including:
  - a. Requirements and procedures for schedule of products.
  - b. General requirements for warranties.
3. General procedures for products including:
  - a. Procedures for transportation and handling.
  - b. Procedures for delivery and receiving.
  - c. Procedures for storage.

**B. Related Sections:**

1. Submittal transmission, handling, and action procedures: Section 01300.
2. Warranties: Section 01740.

**1.02 DEFINITIONS**

- A. Damage: Any sort of deterioration whether due to weather, normal wear and tear, accident, or abuse, resulting in soiling, marring, breakage, corrosion, rotting, or impairment of function.
- B. Equivalent: Fulfilling, in the Architect/Engineer's opinion, the Architect/Engineer's design intent; conforming to or exceeding the requirements of all applicable specifications, performance requirements, testing results; matching existing adjacent materials (where applicable); functioning as if it were the specified product; and conforming to size, shape, finish, and manufacture of the specified product.

**1.03 SUBMITTALS**

- A. Schedule of Products: Submit for approval.
- B. Warranties: Submit for Project record.

**PART 2. - PRODUCTS****2.01 GENERAL**

- A. Components required to be supplied in quantity within a specification Section shall be identical, interchangeable, and made by the same manufacturer.
- B. Do not use products removed from existing construction, unless specifically permitted by the Contract Documents, or approved beforehand in writing by the Owner's representative and the Architect/Engineer.

**PART 3. - EXECUTION****3.01 PRODUCT OPTIONS**

- 
- A. It is the Contractor's responsibility to select products complying with the Contract Documents and compatible with one another, with existing work, and with products selected or installed by other Contractors, if any.
1. Verify that electrical characteristics of products are compatible with electrical systems; notify Architect/engineer of discrepancies.
  2. Where visual matching to an established physical sample is required, the Architect/Engineer's decision will be final.
- B. Do not use any substitute products that have not been approved in accordance with the requirements of the Contract Documents.
- C. Where the specification is silent on whether substitutions will be considered, substitutions will be considered.
- D. Definition of Substitute Product: Any product which does not meet the requirements of the contract documents, whether in product characteristics, performance, quality, manufacturer, or brand names, is considered a substitute.
- E. Product Options: Where products are specified using more than one method, such as description with a manufacturer list, use a product meeting the requirements of both specification methods.
- F. Products Specified by Reference Standard: Use any product meeting the specification. Provisions of reference standards shall not modify the responsibilities of the Owner, the Owner's representative, or the Architect/Engineer as defined in the contract documents.
- G. Products Specified by Description: Use any product meeting the specification.
- H. Products Specified by Performance Requirements: Use any product meeting the specification.
- I. Products Specified to Match a Physical Sample: Use any product that matches; obtain the Architect/Engineer's written approval.
- J. Products Specified by Listing a Brand Name Product as the "Basis of Design": Provide a product equivalent to the product specified within the limits of variation specified; submit substitution request for all products other than that listed as basis of design.
- K. Products Specified by Listing Brand Name (s) Accompanied by Language Indicating that Substitutions Are Not Allowed: Provide one of the products listed.
- L. Products Specified by Listing Brand Name (s) Accompanied by Language Indicating that Substitutions Are Allowed: Provide a product meeting the specification, submit substitution request for any brand name product that is not listed.
- M. Products Specified by Listing Manufacturer (s) accompanied by Language Indicating that Substitutions Are Not Allowed: Provide a product meeting the specification and made by one of the manufacturers listed.
- N. Products Specified by Listing Manufacturer (s) Accompanied by Language Specifically Indicating that Substitutions Are Allowed: Provide a product meeting the specification; submit substitution request for any manufacturer not listed.
- O. Language indicating that substitutions are not allowed includes:

1. "Provide one of the following products."
  2. "Provide products made by one of the manufacturers listed."
  3. "Provide products complying with the contract documents and made by one of the following."
  4. "No Substitutions."
  5. Other similar language.
- P. Language indicating that substitutions are allowed includes:
1. "Substitutions will be considered."
  2. "...will be among those considered acceptable."
  3. "The following are acceptable products."
  4. "...or equivalent."
  5. Other similar language.
- Q. A product listed as acceptable in an Addendum issued before the date that Bids are due is considered a specified item and not a substitution.

### 3.02 SUBSTITUTIONS AFTER AWARD OF THE CONTRACT

- A. Substitutions will be considered only within twenty-eight (28) calendar days after the date of the Notice of Award of Contract; subsequent requests will be considered only when, through no fault of the Contractor, none of the specified products is available.
- B. The Contractor will be notified in writing within a reasonable time, and certainly within fifteen (15) calendar days of the date of the substitution request, verbal acceptance will not be valid.
- C. Acceptable substitutions will be added to the Contract Documents by appropriate modification.

### 3.03 SUBSTITUTION PROCEDURE

- A. Submission of request for substitution shall constitute a representation by the Contractor that he or she:
1. Has investigated the proposed product and determined that it is equivalent to or better than the specified product.
  2. Will provide the same or better warranty for the proposed product as for the specified product.
  3. Will coordinate the installation and make other changes, at no extra cost to the Owner or the Architect/Engineer, that may be required for the work to be complete in all respects, including:
    - a. Redesign.
    - b. Additional components and capacity required by other work affected by the change.
    - c. Payment of labor charge by the Architect/Engineer to investigate the proposed product.
  4. Waives all claims for additional costs and time extensions which subsequently may become apparent and which are caused by the change.
- B. Substitution Request Procedure: Submit written request with complete data substantiating compliance of the proposed product with the requirements of the Contract Documents.
- C. Data Required with Substitution Request: Provide at least the following data:
1. Identify product by specification Section and paragraph number, and, where applicable, Drawing and detail number.

2. Manufacturer's name and address, trade name and model number of product (if applicable), name of fabricator or supplier (if applicable), color, style, options, finishes, and other pertinent identifying data.
  3. Complete product data.
  4. Description of changes that will be required in other work or products if the substitute product is approved.
- D. When the proposed substitution is not accepted, provide the product (or one of the products, as the case may be) specified.

### 3.04 SCHEDULE OF PRODUCTS

- A. Prepare a complete schedule of major products used, including the following for each product:
1. Manufacturer's name.
  2. Brand or trade name.
  3. Model number, size, color, finish, options, if applicable.
  4. Reference standard, if more than one is applicable.
  5. Arrange products in the schedule by specifications sections; indicate paragraph where specified.
- B. Prepare and submit final schedule within twenty-eight (28) calendar days after the date of the Notice of Award of Contract. On the schedule, clearly identify those products that are proposed substitutions, whether approved by the Architect/Engineer already or not.
- C. Schedule of products shall not be used to obtain approval of substitute products, make separate request for substitution.

### 3.05 WARRANTIES

- A. Provide warranties as specified in individual product Sections and in Section 01740 of these specifications.
- B. Manufacturer Warranties:
1. Manufacturer's standard product warranty running for the manufacturer's standard term, unless otherwise indicated.
  2. Submit copies of all manufacturer warranties which extend beyond the end of the contract correction period.
- C. Special Project Warranties: Written warranty commencing at date of substantial completion, running for the term indicated, and signed by the entities specified.
1. Where completion of warranty item is materially delayed beyond the date of substantial completion, provide warranty commencing on date of acceptance.
  2. Submit each special project warranty.
- D. Provide two (2) notarized copies of each executed warranty.
- E. Show actual data of commencement on each warranty.
- F. Minimum warrantee by Contractor for 1 year after final close-out of project. No exceptions on labor and material.

### 3.06 TRANSPORTATION AND HANDLING

- A. Require supplier to package finished products in a manner which will protect from damage during shipping, handling, and storage.
- B. Transport products by methods which avoid damage.
- C. Deliver in dry, undamaged condition in manufacturer's unopened packaging.
- D. Provide equipment and personnel adequate to handle products by methods which prevent damage.
- E. Provide additional protection during handling where necessary to prevent damage to products and packaging.
- F. Lift large and heavy components at designated lift points only.

### 3.07 DELIVERY AND RECEIVING

- A. Arrange deliveries of products to allow time for inspection prior to installation.
- B. Coordinate delivery to avoid conflict with the work and to take into account both the conditions at the site and the availability of personnel, handling equipment, and storage space.
- C. Clearly mark partial deliveries to identify contents, permit easy accumulation of entire delivery, and facilitate assembly.
- D. Promptly inspect shipments and remedy damage, incorrect quantity, incompleteness, improper or illegible labeling, and non-compliance with requirement of contract documents and approved submittals.

### 3.08 STORAGE

- A. No indoor storage areas are available on site.
- B. General Storage Procedures:
  - 1. Store products immediately on delivery.
  - 2. Store products
  - 3. Store in a manner to prevent damage to the stored products and to the work.
  - 4. Store moisture-sensitive products in Weathertight enclosures.
  - 5. Store indoors if necessary to keep temperature and humidity within ranges required by manufacturer.
  - 6. Store unpackaged and loose products on shelves, in bins, or in neat groups of like items.
  - 7. Arrange storage to provide access for inspection and inventory.
  - 8. Periodically inspect and remedy damage and noncompliance with required conditions.
- C. Exterior Storage:
  - 1. Cover products subject to weather damage with impervious sheet covering; provide ventilation to avoid condensation.
  - 2. Provide surface drainage to prevent runoff or ponded water from damaging stored products.
  - 3. Prevent damage and contamination from refuse and chemically injurious materials and liquids.
  - 4. Store fabricated products on substantial platforms, blocking, or skids above the ground, sloped to drain.
- D. Long-Term Storage of Product or Equipment:

- 
1. Construction materials scheduled to be incorporated into the work of this Project that will be stored long-term (over one month) must be kept in indoor, secure, insured storage. Evidence of insurance must be submitted to Architect/Engineer prior to storing of materials.
  2. Service equipment on a regularly scheduled basis; keep log of servicing.
  3. Attach manufacturer's service instructions to each item, with notice of enclosed instructions on exterior of package.

END OF SECTION

## PART1. - GENERAL

## 1.01 SUMMARY

- A. This Section specifies general administrative and procedural requirements for Warranties required by the Contract Documents, including manufacturers' standard Warranties on products, special Warranties, and the Contractor's one year unlimited warranty.
- B. Refer to AIA Document A201, "General Conditions," for the terms of the Contract's special Warranties on workmanship and materials.
- C. Specific requirements for Warranties for the work, and for products and installations that are specified to be warranted, are included in the individual Sections of Divisions-2 through -16, inclusive. Any product or installation not specifically covered under standard or special Warranties shall receive a one-year unlimited warranty from the Contractor.
- D. Certifications and other commitments and agreements for continuing services to the Owner, if any, are specified elsewhere in the Contract Documents.
- E. Disclaimers and Limitations: Manufacturers' disclaimers and limitations on product Warranties do not relieve the Contractor of the Warranty on the work that incorporates the products, nor does it relieve suppliers, manufacturers, and sub-contractors required to countersign special Warranties with the Contractor.

## 1.02 DEFINITIONS

- A. Standard Product Warranties are pre-printed written warranties published by individual manufacturers for particular products and which are specifically endorsed by the manufacturer to the Owner for a specific length of time, usually greater than one year.
- B. Special Warranties are written Warranties required by or incorporated in the Contract Document, either to extend the limits provided by standard Warranties or to provide greater rights for the Owner.

## 1.03 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting warranted work that has failed, remove and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.
- B. Reinstatement of Warranty: When work covered by a Warranty has failed and has been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The re-instated Warranty shall be equal to the original Warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that work covered by a Warranty has failed, replace or rebuild the work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of re-placing or rebuilding defective work regardless of whether the Owner has benefited from use of the work through a portion of its anticipated useful service life.

- D. Owner's Recourse: Written Warranties made to the Owner are in addition to implied Warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall Warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
- E. Rejection of Warranties: The Owner and the Architect/Engineer reserve the right to reject Warranties and to limit selections to products with Warranties not in conflict with requirements of the Contract Documents.
- F. Rejection of Warranties: The Owner and the Architect/Engineer reserve the right to refuse to accept work for the Project where a specific Warranty, certification, or similar commitment is required on such work of part of the work, until evidence is presented that entities required to countersign such commitments are willing to do so.

#### 1.04 SUBMITTALS

- A. Submit written Warranties to the Architect/Engineer prior to the substantial completion date. If the Architect/Engineer's Certificate of Substantial Completion designates a commencement date for Warranties other than the Substantial Completion date, or a designated portion of the work, submit written Warranties upon request of the Architect/Engineer.
- B. When a designated portion of the work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed Warranties to the Architect/Engineer within fifteen days of completion of that designated portion of the work.
- C. When a special Warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Architect/Engineer for approval prior to final execution.
- D. Refer to individual Sections of Divisions-2 through -16 for a specific content requirements, and particular requirements for submittal of special warranties. Any product not covered under a standard or special warranty shall receive a one year unlimited warranty from the Contractor.
- E. Form of Submittal: At Final Completion, compile two copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- F. Bind Warranties in a heavy-duty, commercial quality, durable three-ring vinyl covered loose leaf binder, sized to receive 8½" x 11" sheets.
  - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation, including the name of the product, and the name, address and telephone number of the Installer.
  - 2. Identify each binder on the front and the spine with the typed title "WARRANTIES", the Project title, and the names of the Architect/Engineer and the Contractor.
- G. When operating and maintenance are required for warranted construction, provide additional copies of each required Warranty, as necessary, for inclusion in each required manual.

WARRANTIES

01740-3

- H. In all cases, Contractor must have warrantee on all labor and material for 1 year after acceptance of the project and project formal closeout. NO EXCEPTION.

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION (not applicable)

END OF SECTION

## SECTION 01800 - PROJECT RECORD DOCUMENTS

## PART 1. - GENERAL

## 1.01 SUMMARY

- A. Section Includes:
1. Project record documents consisting of:
    - a. Record drawings.
    - b. Record project manual (specifications).
    - c. Record submittals:
      1. Shop drawings.
      2. Product data.
      3. Samples.

## 1.02 SUBMITTALS

- A. Project Record Documents: Submit all project record documents after substantial completion. No release of any retainage shall take place prior to their submission.
2. Record drawings: Submit in form of opaque prints.
    - a. Sets shall include all drawings, whether changed or not.
  3. Other record documents: Submit originals or good quality photocopies.

## PART 2. - PRODUCTS (NOT USED)

## PART 3. - EXECUTION

## 3.01 MAINTENANCE OF PROJECT RECORD DOCUMENTS

- A. Do not use record documents of any type for construction purposes.
- B. Maintain record documents in a secure location at the site while providing for access by the contractor and the Architect during normal working hours; store in a fire-resistive room or container outside of normal working hours.
- C. Record information as soon as possible after it is obtained.
- D. Assign a person or persons responsible for maintaining record documents.
- E. Record the following types of information on all applicable record documents:
1. Dimensional changes.
  2. New and revised details.
  3. Particulars on concealed products which will not be easy to identify later.
  4. Changes made by modifications to the contract; note identification numbers if applicable.
  5. New information which may be useful to the owner, but which was not shown in either the contract documents or submittals.

## 3.02 RECORD DRAWINGS

- A. Maintain a complete set of opaque prints of the contract drawings, marked to show changes.
- B. Where the actual work differs from that shown on the drawings, mark this set to show the actual work.
  - 1. Mark location of concealed items before they are covered by other work.
  - 2. Mark either record contract drawings or shop drawings, whichever are best suited to show the change.
  - 3. Where changes are marked on record shop drawings, mark cross-reference on the applicable contract drawing.
- C. When the contractor is required by a provision of a modification to prepare a new drawing, rather than to revise existing drawings, obtain instructions from the Architect as to the drawing scale and information required.
- D. Keep drawings in labeled, bound sets.
  - 1. Mark with red pencil.
  - 2. Mark work of separate contracts with different colors of pencils.
  - 3. Incorporate new drawings into existing sets, as they are issued.

### 3.03 RECORD PROJECT MANUAL

- A. Maintain a complete copy of the project manual, marked to show changes.
- B. Where the actual work differs from that shown in the project manual, mark the record copy to show the actual work.
  - 1. Include a copy of each addendum and modification to the contract.
  - 2. In addition to the types of information required on all record documents, record the following types of information:
    - a. Product options taken, when the specification allows more than one.
    - b. Product substitutions.
    - c. Proprietary name and model number of actual products furnished, for each product, material, and item of equipment specified.

### 3.04 RECORD SUBMITTALS

- A. Maintain a complete set of all submittals made during construction, marked to show changes.
  - 1. Maintain submittals in cardboard file boxes, labeled to show contents.
  - 2. Sort submittals by applicable specification section and file in order of submittal identification number.
- B. Record Shop Drawings: Record the types of information specified for all record documents.
  - 1. Mark changes on record shop drawings only when contract drawing would not be capable of showing the change clearly or completely.
  - 2. Mark changes in manner specified for record drawings.
- C. Record Product Data Submittals: Record the types of information specified for all record documents.
  - 1. In addition, record the following types of information:
    - a. Changes in the products as delivered to the site.
    - b. Changes in manufacturer's instructions or recommendations for installation.

3.05 TRANSMITTAL TO ARCHITECT

- A. Collect, organize, label, and package ready for reference.
  - 1. Provide cardboard file boxes for submittals.
  - 2. Bind print sets with durable paper covers.
  - 3. Label each document (and each sheet of drawings) with "PROJECT RECORD DOCUMENTS - This document has been prepared using information furnished by \_\_\_\_\_" [insert the contractor's name], and the date of preparation.
- B. Submit to the Architect for his use in the preparation of the reproducible record drawings.

END OF SECTION