NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, that sealed Bids, in duplicate, are sought and requested by the Board of Education, Wallkill Central School District Board of Education (hereinafter called "Owner"), for the Reconstruction to Wallkill Senior High School, John G. Borden Middle School, and Plattekill Elementary School.

Separate bids are requested for the following Contracts:

General Work at Senior High School – GC-1
General Work at Borden Middle School – GC-2
General Work at Plattekill Elementary School – GC-3
Mechanical Work at Senior High School and Borden Middle School – HVAC-1

Electrical Work at Senior High School – EC-1

Electrical Work at Borden Middle School – EC-2

Plumbing Work at Senior High School and Borden Middle School – PC-1

in accordance with the Drawings, Project Manual (including Conditions of the Contract and Specifications), and other Bidding and Contract Documents prepared by:

Tetra Tech Engineers, Architects & Landscape Architects, P.C. d/b/a Tetra Tech Architects & Engineers 10 Brown Road Ithaca, New York 14850

A pre-bid conference for potential Bidders and other interested parties will be held on Front Auditorium of the Wallkill Senior High School, 90 Robinson Drive, Wallkill, New York 12589:

General / Plumbing / Mechanical / Electrical – 3:00 PM on Thursday, February 22, 2024.

Sealed Bids will be received by the Owner until 2:30 PM on Thursday, March 7, 2024 in the Wallkill District Administration Building, 1500 State Route 208, Wallkill, New York 12589. Sealed Bids will be opened and publicly read aloud at 3:30 PM on Thursday, March 7, 2024, at the Wallkill Senior High School Library, 90 Robinson Drive, Wallkill, New York 12589.

For the convenience of potential Bidders and other interested parties, the Bidding Documents may be examined at the following locations:

Reed Construction Data, Document Processing Center, 30 Technology Parkway South, Suite 500, Norcross, GA 30092-2912

Eastern Contractors Association, Inc., 6 Airline Drive, Colonie, NY 12205 McGraw Hill Construction/Dodge, c/o Dataflow, 71 Fuller Road, Albany, NY 12205 Wallkill Central School District, 1500 State Route 208, Wallkill, New York 12589 Tetra Tech Architects & Engineers, 10 Brown Road, Ithaca New York 14850

Complete digital sets of Bidding Documents, drawings and specifications, may be obtained online as a download at www.tetratechaeprojectplanroom.com 'public projects' for a non-refundable fee of \$49.00 (Forty Nine Dollars).

Complete hard copy sets of Bidding Documents, drawings and specifications, may be obtained online at tetratechaeprojectplanroom.com 'projects'. Checks shall be made payable to Wallkill Central School District in the sum of \$100.00 (One Hundred Dollars) for each set of documents. A scanned copy of the deposit check can be emailed to projects@revplans.com. Once the scanned copy of the executed deposit check is received, Bidding Documents will be shipped. Mail checks to Lohrius Blueprint, 226 Newtown Road, Plainview, New York 11803. Plan deposit is refundable in accordance with the terms in the Instructions to Bidders. Any bidder requiring documents to be shipped shall make arrangements with the printer and pay for all packaging and shipping costs (either by providing FedEX/UPS account number or being charged a flat rate by the printer).

Please note REV tetratechaeprojectplanroom.com is the designated location and means for distributing and obtaining all bid package information, electronic or hard copy. Only those Contract Documents obtained in this manner will enable a prospective bidder to be identified as a registered plan holder. The Provider takes no responsibility for the completeness of Contract Documents obtained from other sources. Contract Documents obtained from other sources may not be accurate or may not contain addenda that may have been issued.

All bid addenda will be transmitted to registered plan holders, regardless of receiving electronic or hard copy Bid Documents, via email and will be available at <u>tetratechaeprojectplanroom.com</u>. Registered plan holders who have paid for hard copies of the bid documents will need to make the determination if hard copies of the addenda are required for their use, and coordinate directly with REV for hard copies of addenda to be issued. There will be no charge for registered plan holders to obtain hard copies of the bid addenda.

As bid security, each Bid shall be accompanied by a certified check or Bid Bond made payable to the Owner, in accordance with the amounts and terms described in the Instructions to Bidders.

The Owner requires Bids comply with bidding requirements indicated in the Instructions to Bidders. The Owner may, at its discretion, waive informalities in Bids, but is not obligated to do so, nor does it represent that it will do so. The Owner also reserves the right to reject any and all Bids. The Owner will not waive informalities which would give one Bidder substantial advantage or benefit not enjoyed by all affected Bidders. Bids may not be withdrawn before 45 days following the Bid opening thereof, unless an error is claimed by the Bidder in accordance with the Instructions to Bidders.

INSTRUCTIONS TO BIDDERS

ARTICLE 1 PROJECT AND BIDDING INFORMATION

- 1. Project Identification: Reconstruction to Wallkill Senior High School, John G. Borden Middle School, and Plattekill Elementary School.
 - a. Project Location: Wallkill Central School District
- 2. Owner: Wallkill Central School District.
 - a. Address: 1500 Rout 208, Wallkill, New York 12589
- 3. Bid Opening: Bids will be received until the following Bid opening date and time, at the following location:
 - a. Bid Received Time, Date, and Location: Sealed Bids will be received until 2:30 PM, local time, on Thursday, March 7, 2024, at the Wallkill District Administration Building, 1500 State Route 208, Wallkill, New York 12589.
 - b. Bid Opening Time, Date, and Location: Sealed Bids will be opened and publicly read aloud at 3:30 PM, local time, on Thursday, March 7, 2024, at the Wallkill Senior High School Library, 90 Robinson Drive, Wallkill, New York 12589.
- 4. Bidders are invited to submit Bids for any, or all of, the following Contracts:
 - a. General Work at Senior High School GC-1
 - b. General Work at Borden Middle School GC-2
 - c. General Work at Plattekill Elementary School GC-3
 - d. Mechanical Work at Senior High School and Borden Middle School HVAC-1
 - e. Electrical Work at Senior High School EC-1
 - f. Electrical Work at Borden Middle School EC-2
 - g. Plumbing Work at Senior High School and Borden Middle School PC-1
- 5. Access to the Project Site: Subject to Owner's prior approval of timing, Bidders will be permitted access to Project site on Monday through Friday, from 8:00 AM until 4:30 PM except legal holidays.
 - a. Contact Owner's representative designated below, prior to visiting Project site, to arrange access.
 - b. Owner's representative:
 - 1) Primary Contact:

Mr. Joe Barone, Construction Manager, Barone Construction Group, Inc., 23 New Paltz Road, Highland, New York 12528, Phone (845) 691-2244

- 2) Secondary Contact only if primary is not available:
 - Mr. Brian Devincenzi, Assistant Superintendent for Support Services, 1500 State Route 208, Wallkill, New York, 12589, Phone (845) 895-7102.
- 6. Pre-Bid Conference: A pre-bid conference for potential Bidders and other interested parties will be held as follows:
 - a. Pre-Bid Conference Date and Time: Thursday, February 22, 2023 at 3:00 PM, local time.
 - b. Pre-Bid Conference Location: Front Auditorium of the Wallkill Senior High School, 90 Robinson Drive, Wallkill, New York 12589.
- 7. Agreement Form: The following will be used as the basis for the form of agreement between the Owner and the Contractor (Owner-Contractor Agreement):
 - a. Standard Form of Agreement Between Owner and Contractor, AIA Document A132.

ARTICLE 2 DEFINITIONS

- 1. Definitions in the General Conditions of the Contract for Construction, AIA Document **A232**, or in other Contract Documents are applicable to the Bidding Documents.
 - a. "Addenda": Written or graphic instruments issued by the Architect prior to execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
 - b. "Bid": Complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
 - 1) "Base Bid": Sum stated in the Bid for which 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 for Alternates.
 - 2) "Alternates": 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.
 - c. "Bidder": Person or entity who submits a Bid.

ARTICLE 3 BIDDING PROCEDURES

- 1. Bid Form: Complete the Bid Form provided, in duplicate, with all blank spaces for Base Bid and Alternates legibly completed in ink, or typewritten, in both words and figures.
 - a. In the event of a discrepancy between amounts written in words and figures, the amount written in words shall govern.
 - b. Bid Forms without amounts expressed both in words and figures will not be accepted.

- 2. Bid Attachments: Complete and submit the following attachments with the Bid Form:
 - a. Attachment #1: Non-Collusive Bidding Certification.
 - b. Attachment #2: Certified Corporate Resolution.
 - c. Attachment #3: Iranian Energy Divestment Certification
 - d. Attachment #4: Certificate on Violations

3. Bid Security:

- a. Submit, with the Bid Form, bid security in the amount of five percent of the Base Bid, in any of the following forms:
 - 1) Certified check, payable to the Owner; or
 - 2) Bid Bond, payable to the Owner, on Bid Bond, AIA Document A310, or standard bid bond form, duly executed by the Bidder as principal, with a surety company acceptable to the Owner.
 - a) Affix a certified and current copy of the power of attorney for the attorney-in-fact who executes the required bond on behalf of the surety.
- b. Within three days following the Bid opening, bid security will be returned to all Bidders, except the three apparent lowest Bidders.
 - 1) Within three days following execution of the Owner-Contractor Agreement, bid security will be returned to the three apparent lowest Bidders.
 - 2) If the Owner-Contractor Agreement has not been executed within 45 days following the Bid opening, bid security will be returned to the three apparent lowest Bidders, except as noted below.
- c. Should the accepted Bidder, within 10 days following Notice of Award, fail or refuse to execute the Owner-Contractor Agreement and to provide the required performance and payment bonds, the accepted Bidder will be deemed to have abandoned the Contract and its bid security will be forfeited to the Owner.
- 4. Bid Submission: Submit each Bid, including attachments, in a sealed envelope bearing the Bidder's name and address, name of Contract, and name of Project. Deliver Bid to location specified no later than the Bid opening date and time indicated. Any Bid received after the Bid opening date and time indicated will be returned unopened.

5. Bid Withdrawal:

- a. Bid may be withdrawn by the Bidder up until the date and time specified for opening of Bids.
- b. Following the Bid opening, Bid may not be withdrawn before 45 days following the Bid opening, except in the case of Bidder error, as follows:
 - 1) If the Bidder claims an error in the Bid, submit a written notice to the Architect, within three days of the Bid opening, describing in detail the nature of the error, submitting documentary evidence or proof of such error.

- a) Failure to deliver such notice and evidence or proof, within the time frame required, constitutes a waiver of Bidder's right to claim error.
- 2) Upon receipt of required notice and evidence or proof, the Owner, in consultation with the Architect, will determine if an excusable error has been made; and if so, the Owner may permit the Bid to be withdrawn. The Owner's determination will be conclusive upon the Bidder, its surety, and all who claim rights under the Bidder.

ARTICLE 4 BIDDING DOCUMENTS

- 1. Bidding Documents include the bidding requirements and the proposed Contract Documents, as follows:
 - a. Bidding requirements consist of the following:
 - 1) Notice to Bidders.
 - 2) Instructions to Bidders.
 - 3) Bid Form, with attachments.
 - 4) Proposed Products Form.
 - 5) Proposed Schedule of Values Form.
 - 6) Bidder's Qualifications Form.
 - b. Proposed Contract Documents consist of the following:
 - 1) Owner-Contractor Agreement.
 - 2) Conditions of the Contract.
 - 3) Drawings.
 - 4) Specifications.
 - 5) Addenda.
- 2. Bidding Document Interpretations or Corrections:
 - a. Submit requests for Bidding Document interpretation to the Architect, in writing using the provided Pre-Bid Request for Interpretation Form, at least five working days prior to the Bid opening.
 - b. Interpretations or corrections will be issued in the form of written Addenda. The Architect will not make oral interpretations or corrections.
 - c. Notification of addenda will be transmitted to registered plan holders via email and will be available to download at tetratechaeprojectplanroom.com under 'public projects'.
 - 1) Failure of any Bidder to not download addenda and/or failure to receive any such Addendum by reason of not having registered as a plan holder in accordance with the bidding instructions, shall not relieve the Bidder from any obligation required by the Addendum.
- 3. Equivalents and Substitutions: The use of manufacturer's brand names, catalog numbers, and similar proprietary identifying data is intended to establish a standard of quality, appearance, and function for those items. It is not the intention of the Owner or the Architect to eliminate from consideration products that are equivalent in quality, appearance, and function to those identified.

- a. Equivalents are pre-award and substitutions are post-award.
- b. Equivalents:
 - 1) On Proposed Products Form provided, as post-Bid information, identify and list proposed equivalents to specified products as follows:
 - a) Applicable Specification Section and paragraph.
 - b) Proposed manufacturer's name, product brand name, and catalog number of proposed equivalent.
 - c) Note any aspect of the specified product that the proposed equivalent cannot meet.
 - 2) Failure to identify and list proposed equivalents shall be deemed to mean the Bidder will furnish the materials or products indicated in the Contract Documents without exception.
- c. Substitutions: Refer to Division 01 Specification Section "Substitution Procedures".
- 4. Any required plan deposit shall be refunded to Bidders who submit a bona fide Bid and return the hard copy (paper) Bidding Documents in full, and in good condition within thirty days following the award of the contract or the rejection of the bids covered by such Bid Documents. If the Bid Documents are not returned in full, or in good condition, the cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded. Partial reimbursement, in an amount equal to the full amount of such deposit for one set of Bid Documents per non-bidder less the actual cost of reproduction of the Bid Documents as determined by the Architect, shall be made for the return of all other copies of the Bid Documents in good condition within thirty days following the award of the contract or the rejection of the bids covered by such Bid Documents. If the Bid Documents are not returned in full, or in good condition, the cost to replace missing or damaged paper documents will be deducted from the deposit.

ARTICLE 5 BIDDER'S REPRESENTATIONS

- 1. By submitting a Bid, Bidder represents that:
 - a. Bidder has visited and thoroughly inspected the Project site, and has become fully informed of the conditions relating to the Project;
 - b. Bidder has received, read, and is thoroughly familiar with the Bidding Documents, including all Addenda issued; and
 - c. Bidder has prepared its Bid based on the materials, equipment and systems required by the Bidding Documents or equivalents.

ARTICLE 6 BID CONSIDERATION

1. Opening of Bids: At the designated Bid opening date and time, Bids received will be publicly opened and read aloud.

2. Bid Rejection:

- a. The Owner requires Bids comply with bidding requirements; however, the Owner may, at its discretion, waive informalities in Bids. The Owner is not obligated to do so and does not represent that it will do so. The Owner will not waive informalities which would give one Bidder substantial advantage or benefit not enjoyed by all affected Bidders.
- b. The Owner reserves the right to reject any and all Bids not deemed in the best interests of the Owner, if in its judgment the public interest will be promoted thereby.
- c. The Owner reserves the right to reject as "informal" any and all Bids which, in its opinion, are incomplete, conditional, obscure, or contain irregularities of any kind.
- d. In rejecting a Bid, the Owner does not forfeit its right to accept the Bid for any other Contract contained in the Project; and the rejection of a Bid is not necessarily a finding by the Owner of any facts or circumstances which would preclude the Bidder from serving as a subcontractor on any portion of the Project.
- 3. Bid Acceptance: The Owner intends to award the Contract to the responsible Bidder whose Bid complies with conditions to render it formal, who is able to furnish approved surety bonds, and whose Bid is the lowest number of dollars as defined below.
 - a. Lowest Bid may be Base Bid plus any Alternates the Owner desires to accept.
 - b. If the acceptance of Alternates does not change the low Bidder, the Owner reserves the right to accept any or all Alternates within 45 days following Notice of Award.

ARTICLE 7 POST-BID INFORMATION

- 1. Contractor Qualifications: The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work.
 - a. The Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, including the provided Bidder's Qualifications Form.
 - b. The Owner reserves the right to reject any Bid if the evidence submitted, or investigation of Bidder fails to satisfy the Owner that the Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.
- 2. Owner's Financial Capability: Successful Bidder may submit request to Owner for information regarding Owner's financial arrangements for this Project in accordance with the General Conditions, no later than 30 days following the Bid opening.

3. Post-Bid Submittals:

- a. The three apparent low Bidders shall submit the following completed forms within three days following the Bid opening:
 - 1) Proposed Products Form.
 - 2) Proposed Subcontractors Form.
 - 3) Proposed Schedule of Values Form.
 - 4) Upon request, Bidder's Qualifications Form.

ARTICLE 8 PERFORMANCE BOND AND PAYMENT BOND

1. Bond Requirements:

- a. The successful Bidder shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.
- b. Bonds shall be obtained from a surety satisfactory to the Owner, authorized and licensed to do business in the state where the Project is located, and listed in the latest issue of the U.S. Treasury Circular 570. The amount of each bond shall be equal to 100 percent of the Contract Sum. The sufficiency of the bonds is subject to the approval of the Owner and bonds deemed insufficient by the Owner may be rejected.
- c. Affix a certified and current copy of the power of attorney for the attorney-in-fact who executes the required bonds on behalf of the surety.
- 2. Time of Delivery and Form of Bonds:
 - a. Deliver required bonds to the Owner not later than the date the Agreement in entered into.
 - b. Use Performance Bond and Payment Bond, AIA Document A312, unless otherwise approved by the Owner.

ARTICLE 9 MISCELLANEOUS PROVISIONS

- 1. All applicable laws, ordinances, rules, and regulations of Federal, State, and other authorities having jurisdiction over the Project shall apply to the Contract throughout, and will be deemed included in the Contract as though herein written out in full.
 - a. Sections of the New York State Labor Law (LL) and the New York State General Municipal Law (GML) include, but are not limited to, the following:
 - 1) LL §220, subd. 2: Eight-hour day, 40-hour week.
 - 2) LL §220, subd. 3 and LL §220-d: Minimum rate of wage and supplement.
 - 3) LL §220-e: Prohibiting discrimination.
 - 4) LL §222-a: Prevention of dust hazards.
 - 5) GML §103-d: Statement of non-collusion in bids.
 - 6) GML §106-b: Payment on public work contracts.
 - 7) GML §108: Workmen's compensation insurance.
 - 8) GML §109: Assignment of public contracts.
- 2. Time of Completion: Refer to Division 01 Section "Multiple Contract Summary Project Schedule".

Attachment: Pre-Bid Request for Interpretation Form

END OF SECTION 00 21 13



INSTRUCTIONS TO BIDDERS ATTACHMENT #1: PRE-BID REQUEST FOR INTERPRETATION FORM

SUBMIT FORM BY EMAIL TO INE.Wallkill@tetratech.com

Project No.: 17597-22002		Date:
Project Name: Reconstruction to Wallkill Senio Elementary School	or High School, John G. Borden	Middle School, and Plattekill
Bidder Contact Person: Bidder Company Name: Bidder Phone: Bidder Email Address:	·	
Question Pertains to:		
Drawing Number: Plan Area: Room Number: Drawing Detail Number: Specification Section:		
Question: (Please be specific)		
Review by Architect/Engineers:	Responded By:	
Submit requests not less than 5 working days prio this question requires clarification or modification be provided by formal Addendum, distributed to a	n of the Bidding Documents, such	

INSTRUCTIONS TO BIDDERS
Page ITB-8
Project No. 17597-22002
Architects & Engineers



10 Brown Road Ithaca, New York 14850 (607) 277-7100

Ithaca, New York Farmingdale, New York Albany, New York

BID FROM (Bidder's Name)	:	
(Address)	:	
Bidder's Telephone	:	
Bidder's Facsimile (Fax)	:	
Bidder's E-mail Address (if applicable)		

BID FORM (submit in duplicate)

CONTRACT: GENERAL WORK CONTRACT AT SENIOR HIGH SCHOOL (GC-1)

PROJECT TITLE: RECONSTRUCTION TO WALLKILL SENIOR HIGH SCHOOL, JOHN G.

BORDEN MIDDLE SCHOOL, PLATTEKILL ELEMENTARY SCHOOL

DATE: JUNE 30, 2023

PROJECT NO.: 17597-22002

BID TO: Board of Education

Wallkill Central School District

1500 Route 208

Wallkill, New York, 12589

The Bidder hereby certifies that it has examined and fully understands the requirements and intent of the Bidding Documents, including the Bidding Requirements and proposed Contract Documents; and proposes to furnish all labor, materials, and equipment necessary to complete the Work on, or before, the dates specified in the Contract Documents for the **BASE BID** sum of:

 	(words)			
		(\$)
			(figures)	

Show all amounts in both words and figures; in the event of a discrepancy between amounts written in words and figures, the amount written in words shall govern.

Refer to Division 01 Section "Allowances" for description of allowances to be included in the Base Bid above.

ALTERNATES

Indicate in the spaces provided below the amount to be added to or the amount to be deducted from (as applicable) the Base Bid if the Owner accepts the following Alternates described in Division 01 Section "Alternates".

Include in the amount of each Alternate, all labor, materials, overhead and profit, modification of Work specified in the Contract Documents, and additional work that may be required by acceptance of the Alternate.

ALTERNATE NO. HS-1 – CEILINGS AND LIGHTS	SENIOR HIC	GH SCHOOL RI	EPLACEMENT OF	CORRIDOR	DROP
ADD to the Base Bid the sun	n of:				
			(\$)
	(words)	OD		(figures)	,
DEDUCT from the Base Bid	I the sum of:	<u>OR</u>			
	(words)		(\$	(figures))
ALTERNATE NO. HS-2 – CEILINGS AND LIGHTS	SENIOR HIC	GH SCHOOL RI	EPLACEMENT OF	CORRIDOR	DROP
ADD to the Base Bid the sum	ı of·				
TIPE to the Base Bla the sain	101.		(\$)
	(words)		(\$	(figures)	/
DEDUCT from the Base Bid	I the sum of	<u>OR</u>			
DED COT HOM the Buse Blo	tile built of.		(\$)
	(words)			(figures)	/
ALTERNATE NO. HS-3 – CEILINGS AND LIGHTS	SENIOR HIC	GH SCHOOL RI	EPLACEMENT OF	CORRIDOR	<u>DROP</u>
ADD to the Base Bid the sun	n of:				
			(\$)
	(words)	OD	· C	(figures)	
DEDUCT from the Base Bid	I the sum of:	<u>OR</u>			
			(\$)
	(words)			(figures)	,

LIST OF ADDENDA RECEIVED

No	Date	No	Date
No	Date	No	Date
No.	Date	No.	Date

BID ATTACHMENTS

Enclosed with this Bid are the following attachments:

Attachment #1 - Non-Collusive Bidding Certification.

Attachment #2 - Certified Corporate Resolution.

Attachment #3 – Iranian Energy Divestment Certification

Attachment #4 – Certification on Violations

BID SECURITY

Enclosed with this Bid is bid security in the amount of five percent of the Base Bid.

EXECUTION OF CONTRACT

If written notice of the acceptance of this Bid is transmitted to the undersigned within 45 days following the Bid opening, the undersigned will, within 10 days following the Notice of Award, execute and transmit a Contract in the form as required by the Architect.

This Bid may be withdrawn at any time prior to the Bid opening.

SIGNATURE

() NAME OF BIDDER (Corporate Name))
Corporate Seal) SIGNATURE (Corporate Officer)
((()))) DATE:

GENERAL CONDITIONS TO BID NON-COLLUSIVE BIDDING CERTIFICATION

No bid will be accepted that does not have this form completely executed.

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:

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

(e) That attached hereto (if corporate hidder) is a certified conv of resolution authorizing

` · ·	signature of this bid or proposal in behalf of the
	(Individual)
	(Corporation)

This Non-Collusive Bidding Certificate must be submitted with the bid.

(Signature of Officer)

Dated:

By

CERTIFIED CORPORATE RESOLUTION

RESOLVED THAT	be authorized to sign and submit the bid or roject:
three-d (103-d) of the general municipal law	ificate as to non-collusion required by section one hundred as to the act and deed of such corporation, and for any te this corporate bidder shall be liable under the penalties of
The foregoing is a true and correct copy of the	resolution and adopted by
	at a meeting of its board of directors held on the
day of	20
	(Secretary)

IRANIAN ENERGY DIVESTMENT CERTIFICATION

Pursuant to Section 103-g Of the New York State General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
 - 1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

	Signature	
	Title	
Date	Company	

CERTIFICATION ON VIOLATIONS

	t to the best of his or l	a representative of ner knowledge and belief:	, hereby swe	ears to and certifies
ına	i, to the best of his or i	ier knowledge and belief:		
1.	Copeland Act pursua	n found to be in violation of the nt to 18 U.S.C. 874 and 40 U.S. nt to 40 U.S.C. 332, or their Ne	Davis-Bacon Act pursuant S.C. 3145 or the Contract W	to 40 U.S.C. 3144, the Vork Hours and Safety
	True [False		
		aformation for questions 2 and 3 able, continue to question 4.	must be provided. If True	e is selected questions
2.	Work Hours and Safe agency, the date of t	n found to be in violation of the ty Standards Act, or any of their he violation, the nature of the ines and debarments below.	New York State counterpar	ts, state the name of the
3.		rrently under investigation by gigation, state the name of the agon below.		
4.	The Bidder's Dun &	Bradstreet D-U-N-S number is		
5.	I have authority to exc	ecute this certification, knowing	it will be relied upon by the	e Owner of this Project.
	Name		Title	
Sw	orn to before me this _	day of _		20
No	tary Public			



10 Brown Road Ithaca, New York 14850 (607) 277-7100

Ithaca, New York Farmingdale, New York Albany, New York

BID FROM (Bidder's Name)	:	
(Address)	:	
Bidder's Telephone	:	
Bidder's Facsimile (Fax)	:	
Bidder's E-mail Address (if applicable)	:	

BID FORM (submit in duplicate)

CONTRACT: GENERAL WORK CONTRACT AT BORDEN MIDDLE SCHOOL (GC-2)

PROJECT TITLE: RECONSTRUCTION TO WALLKILL SENIOR HIGH SCHOOL, JOHN G.

BORDEN MIDDLE SCHOOL, PLATTEKILL ELEMENTARY SCHOOL

DATE: JUNE 30, 2023

PROJECT NO.: 17597-22002

BID TO: Board of Education

Wallkill Central School District

1500 Route 208

Wallkill, New York, 12589

The Bidder hereby certifies that it has examined and fully understands the requirements and intent of the Bidding Documents, including the Bidding Requirements and proposed Contract Documents; and proposes to furnish all labor, materials, and equipment necessary to complete the Work on, or before, the dates specified in the Contract Documents for the **BASE BID** sum of:

(words)	
(\$)
	(figures)

Show all amounts in both words and figures; in the event of a discrepancy between amounts written in words and figures, the amount written in words shall govern.

Refer to Division 01 Section "Allowances" for description of allowances to be included in the Base Bid above.

LIST OF ADDENDA RECEIVED

No	Date	No	Date
No	Date	No	Date
No.	Date	No.	Date _

BID ATTACHMENTS

Enclosed with this Bid are the following attachments:

Attachment #1 - Non-Collusive Bidding Certification.

Attachment #2 - Certified Corporate Resolution.

Attachment #3 – Iranian Energy Divestment Certification

Attachment #4 – Certification on Violations

BID SECURITY

Enclosed with this Bid is bid security in the amount of five percent of the Base Bid.

EXECUTION OF CONTRACT

If written notice of the acceptance of this Bid is transmitted to the undersigned within 45 days following the Bid opening, the undersigned will, within 10 days following the Notice of Award, execute and transmit a Contract in the form as required by the Architect.

This Bid may be withdrawn at any time prior to the Bid opening.

SIGNATURE

() N.	AME OF BIDDER (Corporate Name)
Corporate So		GNATURE (Corporate Officer)
() _	
Ì) D	ATE:

GENERAL CONDITIONS TO BID NON-COLLUSIVE BIDDING CERTIFICATION

No bid will be accepted that does not have this form completely executed.

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:

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

(e)	That attached hereto (if corporate bidder) is a cert the execution of this certified by the signature of corporate bidder.	
	_	(Individual)
		(Corporation)

This Non-Collusive Bidding Certificate must be submitted with the bid.

(Signature of Officer)

Dated:

By

CERTIFIED CORPORATE RESOLUTION

RESOLVED THAT	be authorized to sign and submit the bid or ect:
three-d (103-d) of the general municipal law as	ate as to non-collusion required by section one hundred to the act and deed of such corporation, and for any his corporate bidder shall be liable under the penalties of
The foregoing is a true and correct copy of the reso	olution and adopted by
	at a meeting of its board of directors held on the
day of	20
	(Secretary)

IRANIAN ENERGY DIVESTMENT CERTIFICATION

Pursuant to Section 103-g Of the New York State General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
 - 1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

	Signature	
	Title	
Date	Company	

CERTIFICATION ON VIOLATIONS

tha		a representative ofer knowledge and belief:	hereby swears to and certifies
	Neither the "Bidder"), has been Copeland Act pursuant	, nor any substantially on found to be in violation of the I	owned-affiliated entity of the Bidder (collectively Davis-Bacon Act pursuant to 40 U.S.C. 3144, the C. 3145 or the Contract Work Hours and Safety York State counterparts.
	True] False	1
		formation for questions 2 and 3 rable, continue to question 4.	must be provided. If True is selected questions
2.	Work Hours and Safet agency, the date of the	y Standards Act, or any of their N	Davis-Bacon Act, the Copeland Act, the Contract New York State counterparts, state the name of the violation and any consequence of the violation,
3.		gation, state the name of the agen	ny local, state or federal government agency. If ncy, the date of the alleged violation and the nature
4.	The Bidder's Dun & B	eradstreet D-U-N-S number is	
5.	I have authority to exe	cute this certification, knowing it	t will be relied upon by the Owner of this Project.
	Name		Γitle
Sw	orn to before me this _	day of	
No	tary Public		



10 Brown Road Ithaca, New York 14850 (607) 277-7100

Ithaca, New York Farmingdale, New York Albany, New York

BID FROM (Bidder's Name)	:	
(Address)	:	
Bidder's Telephone	:	
Bidder's Facsimile (Fax)	:	
Bidder's E-mail Address (if applicable)		

BID FORM (submit in duplicate)

CONTRACT: GENERAL WORK CONTRACT AT PLATTEKILL ELEMENTARY

SCHOOL (GC-3)

PROJECT TITLE: RECONSTRUCTION TO WALLKILL SENIOR HIGH SCHOOL, JOHN G.

BORDEN MIDDLE SCHOOL, PLATTEKILL ELEMENTARY SCHOOL

DATE: JUNE 30, 2023

PROJECT NO.: 17597-22002

BID TO: Board of Education

Wallkill Central School District

1500 Route 208

Wallkill, New York, 12589

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SIGNATURE

()	NAME OF BIDDER (Corporate Name)
Corpo	rrate Seal)	SIGNATURE (Corporate Officer)
()	
()	DATE:

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- (d) The person signing this bid or proposal 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;

(e)	That attached hereto (if corporate bidder) is a cert the execution of this certified by the signature of corporate bidder.	
	_	(Individual)
		(Corporation)

This Non-Collusive Bidding Certificate must be submitted with the bid.

(Signature of Officer)

Dated:

By

CERTIFIED CORPORATE RESOLUTION

RESOLVED THAT	be authorized to sign and submit the bid or ect:
three-d (103-d) of the general municipal law as	ate as to non-collusion required by section one hundred to the act and deed of such corporation, and for any his corporate bidder shall be liable under the penalties of
The foregoing is a true and correct copy of the reso	olution and adopted by
	at a meeting of its board of directors held on the
day of	20
	(Secretary)

IRANIAN ENERGY DIVESTMENT CERTIFICATION

Pursuant to Section 103-g Of the New York State General Municipal Law

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- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
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	Signature	
	Title	
Date	Company	

CERTIFICATION ON VIOLATIONS

tha		a representative ofer knowledge and belief:	hereby swears to and certifies
	Neither the "Bidder"), has been Copeland Act pursuant	, nor any substantially on found to be in violation of the I	owned-affiliated entity of the Bidder (collectively Davis-Bacon Act pursuant to 40 U.S.C. 3144, the C. 3145 or the Contract Work Hours and Safety York State counterparts.
	True] False	1
		formation for questions 2 and 3 rable, continue to question 4.	must be provided. If True is selected questions
2.	Work Hours and Safet agency, the date of the	y Standards Act, or any of their N	Davis-Bacon Act, the Copeland Act, the Contract New York State counterparts, state the name of the violation and any consequence of the violation,
3.		gation, state the name of the agen	ny local, state or federal government agency. If ncy, the date of the alleged violation and the nature
4.	The Bidder's Dun & B	eradstreet D-U-N-S number is	
5.	I have authority to exe	cute this certification, knowing it	t will be relied upon by the Owner of this Project.
	Name		Γitle
Sw	orn to before me this _	day of	
No	tary Public		



10 Brown Road Ithaca, New York 14850 (607) 277-7100

Ithaca, New York Farmingdale, New York Albany, New York

BID FROM (Bidder's Name)	:	
Bidder's Telephone	:	
Bidder's Facsimile (Fax)	:	
Bidder's E-mail Address (if applicable)		

BID FORM (submit in duplicate)

CONTRACT: PLUMBING WORK CONTRACT SENIOR HIGH SCHOOL AND BORDEN

MIDDLE SCHOOL (PC-1)

PROJECT TITLE: RECONSTRUCTION TO WALLKILL SENIOR HIGH SCHOOL, JOHN G.

BORDEN MIDDLE SCHOOL, PLATTEKILL ELEMENTARY SCHOOL

DATE: JUNE 30, 2023

PROJECT NO.: 17597-22002

BID TO: Board of Education

Wallkill Central School District

1500 Route 208

Wallkill, New York 12589

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 (words)	
 (\$(figures)

Show all amounts in both words and figures; in the event of a discrepancy between amounts written in words and figures, the amount written in words shall govern.

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Project No. 17597-22002

LIST OF ADDENDA RECEIVED

No	Date	No	Date
No	Date	No	Date
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SIGNATURE

() NAME OF BIDDER (Corporate Name)
Corporate Seal) SIGNATURE (Corporate Officer)
((())) DATE:

GENERAL CONDITIONS TO BID NON-COLLUSIVE BIDDING CERTIFICATION

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		(Corporation)

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(Signature of Officer)

Dated:

By

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The foregoing is a true and correct copy of the reso	olution and adopted by
	at a meeting of its board of directors held on the
day of	20
	(Secretary)

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	Title	
Date	Company	

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	True] False	1
		formation for questions 2 and 3 rable, continue to question 4.	must be provided. If True is selected questions
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4.	The Bidder's Dun & B	eradstreet D-U-N-S number is	
5.	I have authority to exe	cute this certification, knowing it	t will be relied upon by the Owner of this Project.
	Name		Γitle
Sw	orn to before me this _	day of	
No	tary Public		



10 Brown Road Ithaca, New York 14850 (607) 277-7100

Ithaca, New York Farmingdale, New York Albany, New York

BID FROM (Bidder's Name)	:	
(Address)	:	
Bidder's Telephone	:	
Bidder's Facsimile (Fax)	:	
Bidder's E-mail Address (if applicable)		

BID FORM (submit in duplicate)

CONTRACT: MECHANICAL WORK CONTRACT AT SENIOR HIGH SCHOOL AND

BORDEN MIDDLE SCHOOL (HVAC-1)

PROJECT TITLE: RECONSTRUCTION TO WALLKILL SENIOR HIGH SCHOOL, JOHN G.

BORDEN MIDDLE SCHOOL, PLATTEKILL ELEMENTARY SCHOOL

DATE: JUNE 30, 2023

PROJECT NO.: 17597-22002

BID TO: Board of Education

Wallkill Central School District

1500 Route 208

Wallkill, New York 12589

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 	(words)			
		(\$)
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rchitects & Engineers Project No. 17597-22002 00 41 00 / Page 1

ALTERNATES

Indicate in the spaces provided below the amount to be added to or the amount to be deducted from (as applicable) the Base Bid if the Owner accepts the following Alternates described in Division 01 Section "Alternates".

Include in the amount of each Alternate, all labor, materials, overhead and profit, modification of Work specified in the Contract Documents, and additional work that may be required by acceptance of the Alternate.

ALTERNATE NO. HS-1 – CEILINGS AND LIGHTS	SENIOR HIC	GH SCHOOL RI	EPLACEMENT OF	CORRIDOR	DROP
ADD to the Base Bid the sun	n of:				
			(\$)
	(words)	OD		(figures)	,
DEDUCT from the Base Bid	I the sum of:	<u>OR</u>			
	(words)		(\$	(figures))
ALTERNATE NO. HS-2 – CEILINGS AND LIGHTS	SENIOR HIC	GH SCHOOL RI	EPLACEMENT OF	CORRIDOR	DROP
ADD to the Base Bid the sum	ı of·				
TIPE to the Base Bla the sain	101.		(\$)
	(words)		(\$	(figures)	/
DEDUCT from the Base Bid	I the sum of	<u>OR</u>			
DED COT HOM the Buse Blo	tile built of.		(\$)
	(words)			(figures)	/
ALTERNATE NO. HS-3 – CEILINGS AND LIGHTS	SENIOR HIC	GH SCHOOL RI	EPLACEMENT OF	CORRIDOR	<u>DROP</u>
ADD to the Base Bid the sun	n of:				
			(\$)
	(words)	OD	ν.	(figures)	
DEDUCT from the Base Bid	I the sum of:	<u>OR</u>			
			(\$)
	(words)			(figures)	,

LIST OF ADDENDA RECEIVED

No	Date	No	Date
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SIGNATURE

()	NAME OF BIDDER (Corporate Name)
(Corporate Seal)	SIGNATURE (Corporate Officer)
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(e) That attached hereto (if corporate hidder) is a certified conv of resolution authorizing

corporate bidder.	
	(Individual)
	(Corporation)

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Dated:

By

CERTIFIED CORPORATE RESOLUTION

RESOLVED THAT	be authorized to sign and submit the bid or roject:
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The foregoing is a true and correct copy of the	resolution and adopted by
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	Signature	
	Title	
Date	Company	

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	True	False	Total Samo Commonparion
		Formation for questions 2 and 3 nd ble, continue to question 4.	nust be provided. If True is selected questions
2.	Work Hours and Safety agency, the date of the	Standards Act, or any of their N	avis-Bacon Act, the Copeland Act, the Contract ew York State counterparts, state the name of the iolation and any consequence of the violation,
3.		gation, state the name of the agend	y local, state or federal government agency. If cy, the date of the alleged violation and the nature
4.	The Bidder's Dun & B	radstreet D-U-N-S number is	
5.	I have authority to exec	cute this certification, knowing it	will be relied upon by the Owner of this Project.
	Name		itle
Sw	orn to before me this	day of	
No	tary Public		



10 Brown Road Ithaca, New York 14850 (607) 277-7100

Ithaca, New York Farmingdale, New York Albany, New York

BID FROM (Bidder's Name)	:	
(Address)		
Bidder's Telephone	:	
Bidder's Facsimile (Fax)	:	
Bidder's E-mail Address (if applicable)		

BID FORM (submit in duplicate)

CONTRACT: ELECTRICAL WORK CONTRACT AT SENIOR HIGH SCHOOL (EC-1)

PROJECT TITLE: RECONSTRUCTION TO WALLKILL SENIOR HIGH SCHOOL, JOHN G.

BORDEN MIDDLE SCHOOL, PLATTEKILL ELEMENTARY SCHOOL

DATE: JUNE 30, 2023

PROJECT NO.: 17597-22002

BID TO: Board of Education

Wallkill Central School District

1500 Route 208

Wallkill, New York 12589

The Bidder hereby certifies that it has examined and fully understands the requirements and intent of the Bidding Documents, including the Bidding Requirements and proposed Contract Documents; and proposes to furnish all labor, materials, and equipment necessary to complete the Work on, or before, the dates specified in the Contract Documents for the **BASE BID** sum of:

(words)	
(\$_)
	(figures)

Show all amounts in both words and figures; in the event of a discrepancy between amounts written in words and figures, the amount written in words shall govern.

Refer to Division 01 Section "Allowances" for description of allowances to be included in the Base Bid above.

ALTERNATES

Indicate in the spaces provided below the amount to be added to or the amount to be deducted from (as applicable) the Base Bid if the Owner accepts the following Alternates described in Division 01 Section "Alternates".

Include in the amount of each Alternate, all labor, materials, overhead and profit, modification of Work specified in the Contract Documents, and additional work that may be required by acceptance of the Alternate.

ALTERNATE NO. HS-1		H SCHOOL R	EPLACEMENT OF	CORRIDOR	DROP
CEILINGS AND LIGHTS ADD to the Base Bid the su	_				
			(\$)
	(words)	OD	((figures)	
DEDUCT from the Base B	id the sum of:	<u>OR</u>			
			(\$)
	(words)			(figures)	
ALTERNATE NO. HS-2 CEILINGS AND LIGHTS		SH SCHOOL R	EPLACEMENT OF	CORRIDOR	DROP
ADD to the Base Bid the su	_				
TIPE to the Base Bla the sa	iii 01.		(\$)
	(words)	OD	(9	(figures)	/
DEDUCT from the Base B	id the sum of:	<u>OR</u>			
			(\$)
	(words)			(figures)	
ALTERNATE NO. HS-3 CEILINGS AND LIGHTS		<u>SH SCHOOL R</u>	EPLACEMENT OF	CORRIDOR	<u>DROP</u>
ADD to the Base Bid the su	_				
			(\$)
	(words)	OP		(figures)	
DEDUCT from the Base B	id the sum of:	<u>OR</u>			
			(\$)
	(words)			(figures)	

LIST OF ADDENDA RECEIVED

No	Date	No	Date
No	Date	No	Date
No.	Date	No.	Date

BID ATTACHMENTS

Enclosed with this Bid are the following attachments:

Attachment #1 - Non-Collusive Bidding Certification.

Attachment #2 - Certified Corporate Resolution.

Attachment #3 – Iranian Energy Divestment Certification

Attachment #4 – Certification on Violations

BID SECURITY

Enclosed with this Bid is bid security in the amount of five percent of the Base Bid.

EXECUTION OF CONTRACT

If written notice of the acceptance of this Bid is transmitted to the undersigned within 45 days following the Bid opening, the undersigned will, within 10 days following the Notice of Award, execute and transmit a Contract in the form as required by the Architect.

This Bid may be withdrawn at any time prior to the Bid opening.

SIGNATURE

() NAME OF BIDDER (Corporate Name))
Corporate Seal) SIGNATURE (Corporate Officer)
((()))) DATE:

GENERAL CONDITIONS TO BID NON-COLLUSIVE BIDDING CERTIFICATION

No bid will be accepted that does not have this form completely executed.

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:

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

(e) That attached hereto (if corporate hidder) is a certified conv of resolution authorizing

corporate bidder.	
	(Individual)
	(Corporation)

This Non-Collusive Bidding Certificate must be submitted with the bid.

(Signature of Officer)

Dated:

By

CERTIFIED CORPORATE RESOLUTION

RESOLVED THAT	be authorized to sign and submit the bid or roject:
three-d (103-d) of the general municipal law	ificate as to non-collusion required by section one hundred as to the act and deed of such corporation, and for any te this corporate bidder shall be liable under the penalties of
The foregoing is a true and correct copy of the	resolution and adopted by
	at a meeting of its board of directors held on the
day of	20
	(Secretary)

IRANIAN ENERGY DIVESTMENT CERTIFICATION

Pursuant to Section 103-g Of the New York State General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
 - 1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

	Signature	
	Title	
Date	Company	

CERTIFICATION ON VIOLATIONS

tha		a representative ofer knowledge and belief:	, hereby swears to and certifies
	Neither the "Bidder"), has been Copeland Act pursuan	nor any substantially on found to be in violation of the D	owned-affiliated entity of the Bidder (collectively Davis-Bacon Act pursuant to 40 U.S.C. 3144, the C. 3145 or the Contract Work Hours and Safety York State counterparts.
	True	False	Total Samo Commonparion
		Formation for questions 2 and 3 nd ble, continue to question 4.	nust be provided. If True is selected questions
2.	Work Hours and Safety	avis-Bacon Act, the Copeland Act, the Contract ew York State counterparts, state the name of the iolation and any consequence of the violation,	
3.		gation, state the name of the agend	y local, state or federal government agency. If cy, the date of the alleged violation and the nature
4.	The Bidder's Dun & B	radstreet D-U-N-S number is	
5.	I have authority to exec	cute this certification, knowing it	will be relied upon by the Owner of this Project.
	Name		itle
Sw	orn to before me this	day of	
No	tary Public		



10 Brown Road Ithaca, New York 14850 (607) 277-7100

Ithaca, New York Farmingdale, New York Albany, New York

BID FROM (Bidder's Name)	:	
(Address)	:	
Bidder's Telephone	:	
Bidder's Facsimile (Fax)	:	
Bidder's E-mail Address (if applicable)	:	

BID FORM (submit in duplicate)

CONTRACT: ELECTRICAL WORK CONTRACT AT BORDEN MIDDLE SCHOOL

(EC-2)

PROJECT TITLE: RECONSTRUCTION TO WALLKILL SENIOR HIGH SCHOOL, JOHN G.

BORDEN MIDDLE SCHOOL, PLATTEKILL ELEMENTARY SCHOOL

DATE: JUNE 30, 2023

PROJECT NO.: 17597-22002

BID TO: Board of Education

Wallkill Central School District

1500 Route 208

Wallkill, New York 12589

The Bidder hereby certifies that it has examined and fully understands the requirements and intent of the Bidding Documents, including the Bidding Requirements and proposed Contract Documents; and proposes to furnish all labor, materials, and equipment necessary to complete the Work on, or before, the dates specified in the Contract Documents for the **BASE BID** sum of:

 (words)	
 (\$(figures)

Show all amounts in both words and figures; in the event of a discrepancy between amounts written in words and figures, the amount written in words shall govern.

Refer to Division 01 Section "Allowances" for description of allowances to be included in the Base Bid above.

LIST OF ADDENDA RECEIVED

No	Date	No	Date
No	Date	No	Date
No.	Date	No.	Date

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EXECUTION OF CONTRACT

If written notice of the acceptance of this Bid is transmitted to the undersigned within 45 days following the Bid opening, the undersigned will, within 10 days following the Notice of Award, execute and transmit a Contract in the form as required by the Architect.

This Bid may be withdrawn at any time prior to the Bid opening.

SIGNATURE

()	NAME OF BIDDER (Corporate Name)
(Corj	porate Seal)	SIGNATURE (Corporate Officer)
()	DATE:

Project No. 17597-22002

GENERAL CONDITIONS TO BID NON-COLLUSIVE BIDDING CERTIFICATION

No bid will be accepted that does not have this form completely executed.

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:

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

(e)	That attached hereto (if corporate bidder) is a cert the execution of this certified by the signature of corporate bidder.	
	_	(Individual)
		(Corporation)

This Non-Collusive Bidding Certificate must be submitted with the bid.

(Signature of Officer)

Dated:

By

CERTIFIED CORPORATE RESOLUTION

RESOLVED THAT	be authorized to sign and submit the bid or ect:
three-d (103-d) of the general municipal law as	ate as to non-collusion required by section one hundred to the act and deed of such corporation, and for any his corporate bidder shall be liable under the penalties of
The foregoing is a true and correct copy of the reso	olution and adopted by
	at a meeting of its board of directors held on the
day of	20
	(Secretary)

IRANIAN ENERGY DIVESTMENT CERTIFICATION

Pursuant to Section 103-g Of the New York State General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
 - 1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

	Signature	
	Title	
Date	Company	

CERTIFICATION ON VIOLATIONS

— tha	t, to the best of his or her kn	oresentative ofowledge and belief:	, hereby swears to and certifies
1.	Copeland Act pursuant to	nd to be in violation of the Da	wned-affiliated entity of the Bidder (collectively avis-Bacon Act pursuant to 40 U.S.C. 3144, the C. 3145 or the Contract Work Hours and Safety York State counterparts.
	True	False	
	If False is selected, information 2 and 3 are not applicable,		nust be provided. If True is selected questions
2.	Work Hours and Safety Sta	ndards Act, or any of their Ne olation, the nature of the vice	avis-Bacon Act, the Copeland Act, the Contract ew York State counterparts, state the name of the solation and any consequence of the violation,
3.		on, state the name of the agency	y local, state or federal government agency. If cy, the date of the alleged violation and the nature
		A DILING TO	
		treet D-U-N-S number isthis certification, knowing it v	will be relied upon by the Owner of this Project.
	Name	Tit	itle
Sw	orn to before me this	day of	
No	tary Public	_	

NAME OF BIDDER

Specified Product

PROPOSED PRODUCTS FORM

SUBMITTED BY THREE LOW BIDDERS WITHIN THREE DAYS FOLLOWING BID OPENING

In accordance with Articles 4 and 6 of the Instructions to Bidders, list specified products and corresponding proposed equivalent products below. Include additional pages as necessary.

Attach additional sheet explaining any aspect of the Contract Documents that cannot be complied with by the manufacturer or supplier of the proposed equivalent product.

Equivalent Product

Designation:

Manufacturer:

Designation:

Technical Section: Manufacturer: Product Specified Product: Designation: Technical Section: Manufacturer: Product Designation: Specified Product: Technical Section: Manufacturer: **Product** Designation: Specified Product: Manufacturer: Technical Section: Product Specified Product: Designation: Manufacturer: ____ Technical Section: Product Specified Product: Designation: Technical Section: Manufacturer:

Specified Product:

Technical Section:

Specified Product:

Product

Product

Subcontractor Name

PROPOSED SUBCONTRACTORS FORM

SUBMITTED BY THREE LOW BIDDERS WITHIN THREE DAYS FOLLOWING BID OPENING

Review of proposed subcontractors shall be in accordance with Article 5.2 of the General Conditions.

Instructions:

1. List below name of each subcontractor whose figures have been used in preparing the Bid, and to whom a subcontract is expected to be awarded, upon Architect's review, should the Contract be awarded to the Bidder.

Specification Section

2. For each subcontractor, identify the Specification section(s) included in that subcontract.

PROPOSED SCHEDULE OF VALUES FORM

SUBMITTED BY THREE LOW BIDDERS WITHIN THREE DAYS FOLLOWING BID OPENING

For the convenience of the Owner's preliminary analysis of the Bid, list the value of the Work included in the Base Bid sum for each building:

Wallkill Senior High School	\$
John G. Borden Middle School	\$
Plattekill Elementary School	\$
Total Base Bid	\$

BIDDER'S QUALIFICATIONS FORM

NOTARIZED AND SUBMITTED BY THREE LOW BIDDERS WITHIN THREE DAYS FOLLOWING BID OPENING UPON REQUEST BY ARCHITECT

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheet.

- 1. Name of Bidder:
- 2. Permanent main office address:
- 3. When organized:
- 4. If a corporation, where incorporated:
- 5. How many years have you been engaged in the contracting business under your present firm or trade name?
- 6. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.)
- 7. General character of work performed by your company:
- 8. Have you ever failed to complete any work awarded to you?

If so, where and why?

9. Have you ever defaulted on a contract?

If so, where and why?

- 10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
- 11. List your major equipment available for this Contract.
- 12. List your experience in work similar to this project.
- 13. List the background and experience of the principal members of your organization, including officers.
- 14. List the work to be performed by Subcontractors and summarize the dollar value of each Subcontract.
- 15. Credit available: \$
- 16. Give bank reference:

			ts any person, firm or corporation to furn n of the recitals comprising this Bidder's Quali	
Dated		_this	date of	_, 20
			(Name of Bidder)	
		Ву		
		Title		
State of)) ss.	
County of _				
		being duly	sworn deposes and says that he is	
		of		
	(1	Name of O	ganization)	
and that the	answers to the foregoing quest	tions and al	l statements therein contained are true and c	orrect.
	Subscribed and sworn to b	efore me		
	this		day of	_, 20
	My commission expires			_, 20

17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may

be required by the Owner?

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:

(Name, and location or address)

Reconstruction to Wallkill Senior High School John G. Borden Middle School Plattekill Elementary School Tt Project Number 17597-22002

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Barone Construction Group Inc. 23 New Paltz Road Highland, New York 12528

THE OWNER:

(Name, legal status, and address)

Wallkill Central School District 1500 Route 208 Wallkill, New York 12589

THE ARCHITECT:

(Name, legal status, and address)

Tetra Tech Engineers, Architects & Landscape Architects, P.C. d/b/a Tetra Tech Architects & Engineers Cornell Business & Technology Park 10 Brown Road Ithaca, New York 14850

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.

This document is intended to be used in conjunction with AIA Documents A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

TABLE OF ARTICLES

- **GENERAL PROVISIONS**
- **OWNER**
- 3 CONTRACTOR
- 4 ARCHITECT AND CONSTRUCTION MANAGER
- 5 **SUBCONTRACTORS**
- CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS 6
- **CHANGES IN THE WORK** 7
- TIME 8
- 9 PAYMENTS AND COMPLETION
- PROTECTION OF PERSONS AND PROPERTY 10
- 11 **INSURANCE AND BONDS**
- 12 **UNCOVERING AND CORRECTION OF WORK**
- 13 **MISCELLANEOUS PROVISIONS**
- TERMINATION OR SUSPENSION OF THE CONTRACT 14
- 15 **CLAIMS AND DISPUTES**

2

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

- § 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of 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. The Contract Documents include the Notice to Bidders, Instructions to Bidders, sample forms, and the Contractor's bid..
- § 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 Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their 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 other Contractors, and by the Owner's own forces and Separate Contractors.
- § 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.
- **§ 1.1.6 Separate Contractors.** Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.
- § 1.1.7 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.
- § 1.1.8 The Specifications. 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.
- § 1.1.9 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.
- § 1.1.10 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 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.

- § 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.
- § 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 that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

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

- § 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.
- § 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

- § 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.
- § 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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 Section 4.2.1, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

(Paragraph deleted)

§ 2.2 Evidence of the Owner's Financial Arrangements

- § 2.2.1 Prior to commencement of the Work, and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.
- § 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within thirty (30) days of the Contractor's written request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.
- § 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.
- § 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' written notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, 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. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit.

- § 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.
- § 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.
- § 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.
- § 2.3.5 The Owner shall furnish, upon written request, only, and as necessary to complete the work, 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 reasonably rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- § 2.3.6 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.
- § 2.3.7 The Owner shall furnish the Contractor <two (2)> copies of the Contract Documents, including one set to be used for the Project Record Drawings. The Contractor may purchase additional copies at the cost of reproduction, postage and handling.
- § 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly 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 Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a Five-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect, and the Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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 Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express

authority to bind the Contractor with respect to all matters under this Contract. 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 its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

- § 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has carefully examined the Contract Documents and the site, and represents that the Contractor is thoroughly familiar with the nature and location of the Work, the site, the specific conditions under which the Work is to be performed, and all matters which may in any way affect the Work or its performance. The Contractor further represents that as a result of such examinations and investigations, the Contractor thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations, and rules as they apply to the Work, and that the Contractor will abide by same. Claims for additional time or additional compensation as a result of the Contract Documents are waived and will not be permitted.
- § 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, 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 coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. 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.
- § 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.
- § 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims in writing as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.
- § 3.2.4.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and not responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.
- § 3.2.5 Where existing conditions are obscured or concealed from the Owner or Architect's view prior to the start of this Project's construction activities, portrayal of such conditions in the documents is based on reasonable implications

and assumptions. The Owner and Architect do not imply or guarantee to the Contractor in any way that such portrayals in the Documents are accurate or true.

- § 3.2.5.1 Physical investigations and testing of existing conditions were not undertaken by the Architect, unless so indicated in the Contract Documents.
- **§3.2.5.2** The Contractor may submit written requests for information to the Architect to help facilitate the Contractor's performance of the contract. Prior to submitting each request for information, the Contractor shall first carefully study and compare the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, and prior Project correspondence and documentation to determine that the information to be requested is not reasonably obtainable from such sources.
- § 3.2.5.3 Each request for information shall be submitted to the Architect, in writing, with a copy to the Construction Manager. Each request for information shall identify the specific sources which were reviewed by the Contractor in an effort to determine the information requested, and a statement to the effect that the information being requested could not be determined from such sources.
- § 3.2.5.4 The Contractor shall submit each request for information sufficiently in advance of the date by which such information is requested in order to allow the Architect sufficient time, in the Architect's professional judgment, to permit adequate review and response and to permit Contractor compliance with the latest construction schedule.
- § 3.2.5.5 The Construction Manager shall maintain a log at the Project site that sequentially numbers and lists each request for information. This log shall contain the Drawings reference or Specification section to which the request pertains, the date of the request, to whom the request was made, by whom the request was made, the nature of the request, and the Architect's resolution thereof. This log shall be reviewed at each Project meeting and the status of the requests for information shall be made part of the minutes of such meetings.
- § 3.2.5.6 The Contractor shall reimburse the Owner amounts charged to the Owner by the Architect or Construction Manager for responding to Contractor requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, or prior Project correspondence or documentation.

§ 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be 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 notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.
- § 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 the Project 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 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.
- § 3.4.2.1 After the Contract has been executed, the Owner and Architect will consider requests for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 01 of the Specifications). By making requests for substitutions, the Contractor:
- .1 represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that it will provide the same warranty for the substitution as it would have provided for the product specified:
- .3 certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent; and
- .4 shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
- § 3.4.2.2 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions for convenience after the period noted in Division 01 Section "Substitution Procedures" and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.
- § 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

- § 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- § 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

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

§ 3.6.1 The Owner is exempt from payment of Federal, State, local taxes, and from payment of sales and compensating use taxes of the State of New York and of cities and counties on all materials and supplies sold to the Owner pursuant to the provisions of this Contract. These taxes are not to be included in bids. This exemption does not, however, apply to tools, machinery, equipment, or other property leased by, or to the Contractor or a subcontractor; and the Contractor and its subcontractor shall be responsible for, and pay, any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

- § 3.7.1 The Owner, through the Construction Manager, shall secure and pay for the building permit from the New York State Education Department. The Contractor shall secure and pay for all other permits, fees, licenses, and inspections by government agencies necessary for proper execution of and completion of the contract, which are legally required.
- § 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.
- § 3.7.2.1 The Contractor shall comply with all applicable New York State Department of Labor requirements, including the provision that every worker employed in performance of a public work contract shall be certified as having completed an OSHA 10-hour safety training course. The Contractor and Subcontractor shall be solely responsible for compliance with this requirement with respect to their employees. The Contractor's or Subcontractor's failure to comply with this requirement shall not transfer or in any way impose the responsible for worker safety upon the Owner or the Architect.
- **3.7.2.2** In accordance with New York State Labor Law Article 8, Section 220, subd. 3-a(a), the Contractor shall submit to the Owner within 30 days after issuance of Contractor's first payroll, and every 30 days thereafter, a transcript of the original payroll record, subscribed and affirmed as true under the penalties of perjury.
- § 3.7.3 If the Contractor or Subcontractor performs Work which it knows or should have known was contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.
- § 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that 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, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect in writing before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that 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 that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, 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 promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.
- § 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

- § 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents.
 - .1 Contingency Allowances shall cover the direct cost to the Contractor and Subcontractors for labor, materials and equipment, including delivery, unloading, storage, handling and installation. They do not include the Contractor's overhead and profit, including the costs of bonds, insurance, administration and supervision, which costs should be carried as part of the Contract Sum.
 - **.2** The Architect shall create and process Allowance Access Authorizations for the Construction Manager and Owner's approval and execution in accordance with the Contract Documents.

§ 3.8.2

(Paragraphs deleted)

Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

(Paragraph deleted)

§ 3.8.3 Refer to Division 01 Section "Allowances" for additional information.

§ 3.9 Superintendent

- § 3.9.1 The Contractor shall employ and designate 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. The superintendent shall be in attendance at the project site full time throughout the work, including completion of the punch list. The superintendent must speak the English language clearly.
- § 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.
- § 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

- § 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.
- § 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- § 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.
- § 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain and make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals in good order and condition. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 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 that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.
- § 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.
- § 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.
- § 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) 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 reviewed and 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect 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 Construction Manager and Architect on previous submittals. In the absence of such 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 that 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.
- § 3.12.10.1 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 be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately 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, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and 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 Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.
- § 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Construction Manager and Architect at the time and in the form specified by the Architect.
- § 3.12.11 The Contractor is required to provide all submittals for the Architect's review. All submittals are to be provided to the Architect by the Submittal deadlines noted in the Contract Documents. The Architect's review of Contractor's

submittals will be limited to the time preceding the Submittal deadline and will consist of an examination of an initial submittal and 1 resubmittal[s]. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional resubmittals, and for evaluation of submittals for which the initial submission is received after the Submittal deadlines.

§ 3.13 Use of Site

- § 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.
- § 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.
- § 3.13.3 The Contractor shall be responsible for enforcing the Owner's security and access policies and procedures, the Owner's Code of Conduct, and the following rules of conduct for its personnel and those of its subcontractors, sub-subcontractors, and suppliers at the Project site, and the Owner's Project Representative shall provide interpretations should a question arise if the rules of conduct are being adequately enforced by the Contractor:
 - .1 No smoking or use of tobacco products.
 - .2 No drinking of alcoholic beverages or use of controlled substances.
 - .3 No working, or presence on site, under the influence of alcoholic beverages or controlled substances.
 - .4 No use of indecent language or display of indecent images, publications or terms.
 - .5 No use of radios or other entertainment devices.
 - .6 No horseplay or dangerous behavior.
 - .7 No firearms or other weapons.
 - .8 No communication with staff or students.

§ 3.13.4 The Contractor shall require its personnel and those of its subcontractors, sub-subcontractors and suppliers to wear visible photo-identification badges acceptable to the Owner, at all times for identification and security purposes.

§ 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. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.
- § 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its 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 and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.
- § 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager, and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

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, Construction Manager, and Architect harmless from loss on account thereof, but shall not be responsible for 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, Architect, or Construction Manager. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect through the Construction Manager.

§ 3.18 Indemnification

- § 3.18.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Construction Manager, Architect, each of their consultant's, officers, board members, agents, and employees from and against any suits, claims, damages, losses, or expenses, including but not limited to attorneys' fees and litigation costs, arising out of or resulting from performance of the Work, provided that such suit, claim, damage, loss or expense is attributable to any bodily injury, sickness, disease, or death, or injury to or destruction of any tangible property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by the act, omission, fault, breach of contract, breach of warranty or statutory violation of the Contractor, a subcontractor, or any person or entity directly or indirectly employed by them, or any person or entity for whose acts they may be liable or arises out of operation of law as a consequence of any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of the above may be liable, regardless of whether any of them has been negligent.
- § 3.18.2 In claims against any person or entity indemnified under this Section 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 Section 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.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

- **§ 4.1.1** The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.
- **§ 4.1.2** The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.
- § 4.1.3 Duties, responsibilities, and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Construction Manager, Architect, and Contractor. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

- § 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
- § 4.2.2.1 The Contractor shall reimburse the Owner for compensation paid to the Architect and/or Construction Manager for additional site visits made necessary by the fault, neglect, deficiencies in the work, or request of the Contractor.
- § 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed 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. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.
- § 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.
- § 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.
- § 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility 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, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
- § 4.2.6 Communications. The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with

Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

- **§ 4.2.7** The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.
- § 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other, and the Owner, in writing about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.
- § 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.
- § 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.
- § 4.2.11 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 in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.
- § 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect 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 Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or 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.
- § 4.2.13 The Architect will prepare, will prepare Change Orders, Construction Change Directives and Allowance Change
 Authorizations..
- § 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the

Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

- § 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the
- § 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

(Paragraph deleted)

- § 4.2.18 The Architect will interpret and decide matters concerning performance of the Contractor under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 4.2.19 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 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.
- § 4.2.20 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- § 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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 other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.
- § 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, the Contractor, as soon as practicable after award of the Contract, but no later than fourteen (14) days prior to the start of construction, shall notify furnish in writing to the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed

person or entity or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period 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, Construction Manager 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, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager 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 substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, 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, but not limited to, the responsibility for safety of the Subcontractor's Work, and obligations to defend and indemnify the Contractor, by these Contract Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager 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 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 that 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
 - assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
 - assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the .2

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

- § 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.
- § 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

- § 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other 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 with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.
- § 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.
- § 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has 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

- § 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other 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's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect in writing and in detail of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.
- § 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.
- § 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.
- § 6.2.5 The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, other 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 Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

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, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager 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. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.
- § 7.1.4 The combined overhead and profit (for Contractor, subcontractors, suppliers, and contractors of a lower-tier) included in the total cost to the Owner for a change in the Work shall be as follows:
- .1 Maximum combined overhead and profit, 15 percent of the cost.
- .2 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.4
- .3 To facilitate checking of quotations for extras or credits, all proposals shall be accompanied by a complete itemization of costs including labor, materials, rental costs, and Subcontracts. Subcontracts shall be itemized also.
- **.4** The additional bond charges for the total change order, two percent (2%) of the cost shall also apply to Deduct Change orders.

§ 7.2 Change Orders

A Change Order is a written instrument prepared by the Architect and signed by the Owner, Construction Manager, Architect, and Contractor, stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

- § 7.3.1 A Construction Change Directive is a written order prepared by the Architect, in coordination with the Construction Manager, and signed by the Owner, Construction Manager 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 Section 7.3.4.
- § 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment 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, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless

otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;
- .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 and equipment normally encumbered to perform the work, whether rented from the Contractor or others; and
- .4 Intentionally omitted.
- .5 Costs of supervision and field office personnel directly attributable to the change.
- .6 Overhead and profit mark-up shall include, but not be limited to, the following:
 - .1 home office expense;
 - .2 field office expense;
 - .3 supervision;
 - .4 project management & estimation; and
 - .5 small tools & equipment.
- § 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.
- § 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager 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.
- § 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement 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.
- § 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and 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.
- § 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim 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 15.
- § 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and 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 the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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 Section 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, commence the Work prior to the effective date of insurance required 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.
- **§ 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 (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended 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 Article 15.
- § 8.3.3 The Owner shall not be liable to the Contractor and/or any subcontractor for claims or damages of any nature caused by or arising out of delays. The sole remedy against the Owner for delays shall be the allowance of additional time for completion of the Work, the amount of which shall be subject to the claims procedure set forth herein. Except to the extent, if any, expressly prohibited by law, the Contractor expressly agrees not to make and hereby waives any claim for damages for delay, including, but not limited to, those resulting from increased labor or material costs; directions given or not given by the Owner, Construction Manager or Architect, including scheduling and coordination of the Work; the Architect's preparation of drawings and specifications or review of shop drawings and requests for instruction(s); or, on account of any delay, obstruction or hindrance for any cause whatsoever by the Owner, Construction Manager, Architect, or any other contractor on the project, whether or not foreseeable or anticipated. The Contractor agrees that its sole right and remedy therefor shall be an extension of time, if appropriate.

IT IS EMPHASIZED THAT NO MONETARY RECOVERY MAY BE OBTAINED BY THE CONTRACTOR FOR DELAY AGAINST THE OWNER, CONSTRUCTION MANAGER, OR ARCHITECT BASED ON ANY REASON AND THAT THE CONTRACTOR'S SOLE REMEDY, IF APPROPRIATE, IS ADDITIONAL TIME."

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.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Tthe Contractor shall submit a schedule of values to the Construction Manager, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

- § 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.
- § 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.
- § 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- § 9.3.1.3 Until Substantial Completion, the Owner shall pay ninety-five percent (95%) of the amount due to the Contractor on account of progress payments.
- § 9.3.1.4 When the work or major portions thereof as contemplated by the terms of the Contract are substantially complete, the Contractor shall submit to the Construction Manager and Architect a requisition for payment of the remaining amount of the Contract balance. Upon receipt of such requisition, the Owner shall approve and promptly pay the remaining amount of the Contract less two times 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 determined by the Architect in conjunction with the Construction Manager. Any claims, liens or judgments referred to in this clause shall pertain to the Project and shall be filed in accordance with the terms of the Contract, and applicable laws.
- § 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 shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. The Owner shall have the right, at any time on reasonable notice to inspect materials and equipment which have been stored off the site in accordance with this paragraph.
- § 9.3.2.1 Proof of insurance for items stored off site and copies of invoices are to be provided with Applications for Payment requesting payment for stored materials.

§ 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, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

- § 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.
- § 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.
- § 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.
- § 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.
- § 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.
- § 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 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 Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or 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 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 Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or 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 or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 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;
 - failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials .3 or equipment;
 - .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 - .5 damage to the Owner or a Separate Contractor or other 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;
 - .7 repeated failure to carry out the Work in accordance with the Contract Documents; or
 - 8. failure of Contractor to provide executed supplementary bid forms, performance and payment bonds or a current Certificate of Insurance.
- § 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.
- § 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.
- § 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

- § 9.6.1 After the Architect has issued a Certificate for Payment or Project 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 Construction Manager and Architect.
- § 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the 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 Construction Manager 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 Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.
- § 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.
- § 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 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 or provided by 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, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.
- § 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Intentionally omitted.

§ 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 the Owner can occupy or utilize the Work for its intended use.
- § 9.8.1.1 No later than 14 days prior to the Contract-scheduled date of Substantial Completion, the Contractor shall issue a letter to the Architect and Construction Manager confirming their work is on schedule for Substantial Completion by the contract specified date. No later than seven days after Contract-scheduled date of Substantial Completion (including authorized adjustments), the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. Absent the contractor letter confirming readiness of work, the Architect may elect to postpone the substantial completion inspection. If the Architect's inspection discloses any item 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 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 the actual date of Substantial Completion.
- § 9.8.1.2 The Architect will perform no more than one inspection to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.
- § 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 notify the Construction Manager, and the Contractor and

Construction Manager shall jointly 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 punchlist, the Architect, assisted by the Construction Manager, 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 punchlist, 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, assisted by the Construction Manager, to determine Substantial Completion.
- § 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and 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 the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the 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.
- § 9.8.6 In the event the Contractor does not achieve final completion within sixty (60) days after the date of Substantial Completion, allowing for any approved extensions of the Contract time, Contractor shall not be entitled to any further payment and Contractor agrees that such failure to complete the work within the time set forth above shall constitute a waiver of all claims by the Contractor to any money that may be due. This provision shall not operate as a waiver by the Owner of any claims or remedies of any nature against the Contractor arising out of the Contract.

§ 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 and authorized by public authorities having jurisdiction over the Project. 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 and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 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 after consultation with the Construction Manager.
- § 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, 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 completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final

Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with 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 Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 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 through the Construction Manager (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, (3) a written statement that the Contractor knows of no 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 (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and 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, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance 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 the lien, claim, security interest, or encumbrance, 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 Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, 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 the 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 through the Construction Manager 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;
 - .2 failure of the Work to comply with the requirements of the Contract Documents;
 - .3 terms of special warranties required by the Contract Documents; or
 - .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a 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.

§ 9.10.6 If the Contractor is responsible for delays in the final completion and closeout beyond the contract specified time, the Owner shall be entitled to reimbursement from the Contractor for amounts paid by the Owner to subsequently

extend the Electronic Submittal System (Submittal Exchange).

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 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, a Subcontractor, or a Sub-subcontractor;
 - .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; and
 - .4 construction or operations by the Owner, Separate Contractors, or other Contractors.
- § 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and 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 implement, 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 the owners and users of adjacent sites and utilities of the safeguards.
- § 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 Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, 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 Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any 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 Section 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, Construction Manager and Architect.
- § 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party 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 the 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.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and 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 notify the Owner, Construction Manager and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's written notice, 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 cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager 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. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 Intentionally omitted.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

(Paragraph deleted)

§ 10.4 Emergencies

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 Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed, including private entities performing Work at the site and exempt from the coverage on account of the number of employees or occupation, such entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;

- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees or persons or entities excluded by statute from the requirements of Clause 11.1.1.1, but required by the Clause;
- .3 Claims for damages because of bodily injury, occupational 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; which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
- .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;
- Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.
- § 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.
- § 11.1.3 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 authorize a copy to be furnished.
- § 11.1.4 The limits of liability of the insurance required above shall be as follows:
 - Commercial General Liability (CGL)

Limits of Insurance not less than:

\$1,000,000 Each Occurrence

\$1,000,000 Personal & Advertising Injury

\$2,000,000 General Aggregate per project/location

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

\$100,000 Fire Damage Legal Liability

\$10,000 Medical Payments

- The CGL coverage shall contain a General Aggregate Limit, such General Aggregate shall apply separately to each project.
- CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
- Owner, Architect and their consultants, Owner's Representative, and all other parties required by Owner, shall be included as additional insureds on the Commercial General Liability, using ISO Additional Insureds Endorsement CG 20 10 11 85 or CG 2010 (10/93) and CG 20 3 7 (10/01) or CG2033 (10/01) and CG2037 (10/01) or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be a broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
- Attached to each certificate of insurance shall be a copy of the additional d. Insured Endorsement address in c.) above.
- Contractor shall maintain Commercial General Liability coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for least 3 years after completion of the Work.
- .2 Automotive Liability

- Business Auto Liability with limits of at least \$1,000,000 each accident for bodily injury a. and/or property damage.
- b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- Owner and other parties required by the Owner, shall be included as additional insured on C. the auto policy on a primary and non-contributing basis.

Commercial Umbrella

- Umbrella limits must be at least a minimum of \$5,000,000 or available policy limits if a. policy limits are higher.
- Umbrella coverage must include as additional insureds all entities that are additional b. insureds all entities that are additional insureds on the Commercial General Liability Policy.
- Umbrella coverage for such additional insureds shall apply as primary and C. non-contributing before any other insurance or self-insurance, including other than the Commercial General Liability, Auto Liability and Employers Liability coverages maintained by the Contractor.
- d. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement addressed in b.) and c.) above.

Workers Compensation and Employers Liability

- Employers Liability Insurance limits of at least \$500,000, each accident, \$500,000 for bodily injury by accident and \$500,000 each employee for injury by disease.
- Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement b. shall be attached to the policy.
- Where applicable, the Maritime Coverage Endorsement shall be attached to the policy. Environmental Impairment Liability (Pollution Insurance) (EIL)
- Contractors involved with the removal and/or abatement of pollutants (including but not limited to asbestos abatement contractors, lead abatement contractors, roofing contractors, tank removal contractors) are required to maintain a minimum of \$1,000,000 EIL coverage.
- Owner and all other parties required by the Owner, shall be included as additional insured on the EIL policy on a primary and non-contributing basis.
- Owners Contractors Protective Liability Insurance: A separate policy of insurance naming the Owner, Architect and the Construction Manager as the insureds. The original policy shall be submitted for retention by Owner. A copy shall be sent to the Architect through the Owner's Representative. Said separate policy shall be in the amounts of One Million Dollars (\$1,000,000) per occurrence, and in the aggregate of two million dollars (\$2,000,000) for bodily injury and property damage and shall provide coverage for the Owner, Architect and Owner's Representative, their agents, officers and employees, with respect to said work. Said policy shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said Owner, Architect or Owner's Representative, their officers and employees have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only. This coverage shall last for the duration of the contract.
- Prior to commencing the Work, the Owner shall supply the Contractor and Owner's Representative with a certificate of insurance providing evidence of insurance coverage for the Contractor for Builder's Risk/Installation Floater "All Risk" insurance shall protect the Contractor, the Contractor's Subcontractors, the Architect and the Owner's Representative from losses resulting from, but not limited to, natural disasters, fire, extended coverage perils, vandalism, malicious mischief or collapse during the course of construction. The amount of such insurance shall be not less at any time than the total value of the Work in place, on site, in transit or in storage off site and the loss under such policies shall be made payable to the Owner and/or the Contractor or other insureds, as their respective interest may appear. The policy shall cover all property to be used in, or incidental to, the fabrication and/or erection and/or completion of the project. It shall include all materials, machinery, equipment and supplies intended to become part of such property and false work, temporary trestles and similar structures. It shall not include tools, Contractor's equipment and any other property not a part or destined to become part of the

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- project. The Owner should be advised of the amount, if any, of a deductible amount exceed \$5,000,000. The Contractor shall provide the Owner upon request with copies of any of the insurance policies required to be maintained pursuant to this Article.
- The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Contractor or any of its subcontractors. At the Owner's request, the Contractor shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. There will be no coverage restrictions and/or exclusions involving the New York State Labor Law statutes or gravity related injuries.
- .10 A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance. For any "Yes" answers on Items G through L on this Form– additional details must be provided in writing. Policy exclusions may not be accepted.
- § 11.1.5 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

- § 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.
- § 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.
- § 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 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; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their

subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, 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 those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 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, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and Construction Manager for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

- § 11.5.1 A loss insured under the property insurance required by the Agreement 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 Section 11.5.2. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.
- § 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

UNCOVERING AND CORRECTION OF WORK ARTICLE 12 § 12.1 Uncovering of Work

- § 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their 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 that the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or 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, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate.

If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and 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 Section 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 Section 9.9.1, or by terms of any 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 correct it promptly after receipt of 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. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.
- § 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 completion of that portion 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 Section 12.2.
- § 12.2.3 The Contractor shall remove from the site portions of the Work that 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 of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- § 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 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

If the Owner prefers to accept Work that 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

The Contract shall be governed by the law of the place where the Project is located. The parties expressly agree that any claim, dispute or other controversy of any nature arising out of the Contract or performance of the Work shall be commenced and maintained in Supreme Court, Ulster County, or the United State District Court, Northern District of New York, if applicable.

§ 13.1.2 The Contractor shall at all times observe and comply with all Federal and State Laws, and all Laws, Ordinances and Regulations of the Owner, in any manner affecting the work, and all such orders decreed as exist at present and those which may be enacted later, by bodies or tribunals having jurisdiction or authority over the Work, and the Contractor shall defend, indemnify and save harmless the Owner, Construction Manager and Architect and all their officers, agents or servants against any claim or liability arising from, or based on, a violation of any such law, ordinances, regulation or order, whether by himself or by his employee or agents.

§ 13.1.3 The Contractor specifically agrees as required by Labor Law, Sections 220 and 220-d, as amended that:

- .1 No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing contracting or contracting to do the whole or any part of the work contemplated by the Contract, shall be permitted or required to work more than eight hours in one calendar day or more than five days in one week, except in the emergencies set forth in the Labor Law.
- .2 The wages paid for a legal day's work shall not be less than the prevailing rate of wages as defined by law, and
- .3 The minimum hourly rate of wages to be paid shall not be less than that stated in the Specifications, and any re-determination of the prevailing rate of wages after the Contract is approved shall be deemed to be incorporated herein by reference as of the effective date of re-determination and shall form a part of this Contract. The Labor Law provides that the Contract may be forfeited and no sum paid for any work done thereunder on a second conviction of willfully paying less than:
 - a. the stipulated wage scale as provided in Labor Law, Section 220, Sub-division 3, as amended; or
 - b. the stipulated minimum hourly wage scale as provided in Labor Law, 220-d, as amended.

§ 13.1.4 The Contractor specifically agrees as required by the provisions of Labor Law, Section 220-e, as amended that:

- .1 In hiring of employees for the performance of work under this Contract or any subcontract hereunder or for the manufacture, sale, or distribution of materials, equipment or supplies, hereunder, no Contractor or Subcontractor nor any person acting on behalf of such Contractor or Subcontractor, 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.
- 2 No Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee under this Contract on account of race, creed, color, disability, sex, or national origin.
- .3 There may be deducted from the amount payable to the Contractor by the Owner under this Contract, a penalty of fifty dollars (\$50) for each person for each calendar day during which such a person was discriminated against or intimidated in violation of the provisions of the Contract, and
- 4 The provisions of this section covering every Contract for or on behalf of the Owner, the State or a municipality for the manufacture or sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

§ 13.1.5 During the performance of this Contract, the Contractor agrees as follows:

- .1 The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.
- send to each labor union or representative of workers which with the Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (1) through (6) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the Owner as part of the bid or negation of this Contract, the Contractor shall request such labor union or representative to furnish a written statement that such a labor union representative will not discriminate because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status, and that such labor union or representative will cooperate, within the limits of its legal contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that the recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provision of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a

- statement, the Contractor shall promptly notify the Owner and the State Commissioner of Human Rights of such failure or refusal.
- If directed to do so by the Owner or the Commissioner of Human Rights, the Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of provisions of clauses (1) and (2) and such provision of the State's law against discrimination as the State Commissioner of Human Rights shall determine.
- The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.
- The Contractor will comply with the provisions of Sections 290-299 of the Executive Law, and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such section of the Executive Law, and will permit access to the Contractor's books, records, and accounts by the Owner, the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses and such sections of the Executive Law Civil Rights Law.
- This Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Owner upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with the non-discrimination clauses, and that the Contractor may be declared ineligible for future contracts made by or on behalf of the Owner, the State or a public authority or agency of the State, until the Contractor satisfies the State Commissioner of Human Rights that the Contractor has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings may be made by the State Commissioner of the Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the Contractor to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law, and
- The Contractor will include the provisions of clauses .1 through .6 in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the Owner may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved or is threatened with litigation with a subcontractor or vendor as a result of such directions by the State Commissioner of Human Rights or the Owner, the Contractor shall promptly so notify the Owner and the Attorney General requesting the Attorney General to intervene and protect the interests of the State of New York.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 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 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 a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 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.

§ 13.3.2 No action or failure to act by the Owner, Construction Manager, 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 upon in writing.

§ 13.4 Tests and Inspections

- § 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. 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 Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.
- § 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and 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 Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.
- § 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 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 Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.
- § 13.4.4 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 Construction Manager for transmittal to the Architect.
- § 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.
- § 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments to Contractor, including any interest, shall be consistent with this Agreement and in accordance with New York State General Municipal Law Section 106-b.

§ 13.6 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law.

13.7 Equal Opportunity

§ 13.7.1 The Contractor shall maintain policies of employment as follows:

.1 The Contractor and the Contractor's subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or natural origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notice setting forth the policies of non-discrimination.

.2 The Contractor and the Contractor's subcontractors shall, in all solicitations or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

§ 13.8 Wage Rates

§ 13.8.1 The Contractor shall comply with Prevailing Wage Rates issued and periodically updated, by the New York State Department of Labor, for the location and duration of the Project.

TERMINATION OR SUSPENSION OF THE CONTRACT ARTICLE 14

§ 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, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:
 - Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be
 - .2 An act of government, such as a declaration of national emergency, that requires all Work to be
 - Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

(Paragraph deleted)

- § 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, 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 Section 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.
- § 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon thirty (30) days' notice to the Owner with reasonable opportunity to cure, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work properly executed.
- § 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly 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 thirty (30) additional days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

- § 14.2.1 The Owner may terminate the Contract if the Contractor
 - refuses or fails to supply enough properly skilled workers or proper materials; .1
 - .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
 - .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - .4 otherwise breaches a material provision of the Contract Documents.
 - .5 breaches any warranty made by the Contractor under or pursuant to the Contract Documents.
 - fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all of the requirements of the Contract Documents."

- § 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner 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' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - .2 Accept assignment of subcontracts pursuant to Section 5.4; and
 - Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written 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. The costs of finishing the Work include, without limitations, all reasonable attorney's fees incurred by the Owner, additional Architect/Engineering and Construction Manager costs, insurance, additional interest because of any delay in completing the Work.
- § 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 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 Construction Manager's and 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.

§ 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.
- § 14.3.2 The Contract Sum and the Contract Time may be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. No adjustment shall be made to the extent:
 - 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 this Contract.

§ 14.4 Termination by the Owner for Convenience

- § 14.4.1 Notwithstanding any other provision to the contrary in this Agreement, the Owner reserves the right at any time and in its absolute discretion to terminate the services of the Contractor and/or the Work for the Owner's convenience and without cause by giving written notice to the Contractor. This termination for the convenience of the Owner provision allows and authorizes the Owner to terminate this Agreement at any time and for any reason whatsoever. This right may be exercised by the Owner in its complete discretion.
- § 14.4.2 Upon receipt of 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;
 - 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 the case of such termination for the Owner's convenience, the Contractor shall be entitled to, and the Owner shall reimburse the Contractor for, an equitable portion of the Contractor's fee based on the portion of the Work properly completed before the effective date of termination. Contractor's entitlement to payment for all such work shall be predicated on its performance of such work in accordance with the Contract Documents as certified by the Architect and Construction Manager. Contractor shall be entitled to no other payment and waives any claim for damages.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract 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. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1

does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law.

§ 15.1.2.1 Claims by the Contractor must be made by written notice in accordance with the following procedures.

- .1 the Contractor may submit a claim concerning a matter properly noticed in accordance with the time requirements of this Contract set forth in paragraph 15.1.2 and elsewhere;
- .2 failure by the Contractor to furnish the required claim documentation within the time set forth above shall constitute waiver of the Contractor's right to compensation for such claim.
- Contractor shall furnish three (3) certified copies of the required claim documentation. The claim documentation shall be complete when furnished. The evaluation of the Contractor's claim will be based, among other things, upon the Owner's Project Records and the Contractor's furnished claim documentation
- claim documentation shall conform to Generally Accepted Accounting Principles and shall be in the following format:
 - general introduction;
 - general background discussion
 - issues
 - index of issues (listed numerically); i.
 - for each issue: ii.
 - (1) background
 - (2) chronology
 - (3) Contractor's position (reason for Owner's potential liability)
 - (4) supporting documentation of merit or entitlement
 - (5) supporting documentation of damages
 - (6) begin each issue on a new page
 - all critical path method schedules (as-planned, monthly updates, schedule revisions and d. as-built, along with computer disks of all schedules related to the claim;
 - productivity exhibits (if appropriate); and e.
 - summary of issues and damages.
- supporting documentation of merit for each issue shall be cited by reference, photocopies or explanation. Supporting documentation may include, but shall not be limited to General Conditions, General Requirements, technical specifications, drawings, correspondence, conference notes, shop drawings and submittals, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary CPM schedules or time impact analyses, photographs, technical reports, requests for information, field instructions and all other related records necessary to support the Contractor's claim.
- supporting documentation of damages for each issue shall be cited, photocopied or explained. Supporting documentation may include, but shall not be limited to, any or all documents related to the preparation and submission of the bid; certified, detailed labor records including labor distribution reports; material and equipment procurement records; construction equipment ownership, cost records or rental records; subcontractor or vendor files and cost records; service cost records; purchase orders; invoices; Project as-planned and as-built cost records; general ledger records; variance reports; accounting adjustment records, and any other accounting material necessary to support the Contractor's claims.
- .7 each copy of the claim documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of these Contract Documents.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the

Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall 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.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

- § 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in 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.
- § 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.
- § 15.1.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

- § 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. In the case of a continuing delay only one Claim is necessary.
- § 15.1.6.2 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.
- § 15.1.7 Waiver of 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 Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

- § 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.
- § 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a 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 Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

- § 15.2.3 In evaluating Claims, the Initial Decision Maker 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 Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.
- § 15.2.4 If the Initial Decision Maker 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 the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.
- § 15.2.5 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will render to the parties the Architect's written recommendation relative to the Claim, including any recommended change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- § 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.
- § 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days of receipt thereof, then both parties waive their rights to mediate.
- § 15.2.7 In the event of a Claim against the Contractor, 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 Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- § 15.2.8 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.
- § 15.3 Mediation
- § 15.3.1 Intentionally omitted.
- § 15.3.2 The parties may endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. Mediation shall proceed in advance of binding dispute resolution proceedings.
- § 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.
- § 15.3.4 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.

(Paragraphs deleted)

Additions and Deletions Report for

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PAGE 1

Reconstruction to
Wallkill Senior High School
John G. Borden Middle School
Plattekill Elementary School
Tt Project Number 17597-22002

...

Barone Construction Group Inc. 23 New Paltz Road Highland, New York 12528

..

(Name, legal status, and address)

Wallkill Central School District 1500 Route 208 Wallkill, New York 12589

••

(Name, legal status, and address)

Tetra Tech Engineers, Architects & Landscape Architects, P.C. d/b/a Tetra Tech Architects & Engineers

Cornell Business & Technology Park

10 Brown Road

Ithaca, New York 14850

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§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of 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 the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding or proposal requirements. The Contract Documents include the Notice to Bidders, Instructions to Bidders, sample forms, and the Contractor's bid.. PAGE 5

§ 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.

• • •

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen-thirty (30) days of the Contractor's written request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

...

- § 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' written notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information. **PAGE 6**
- § 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.
- § 2.3.5 The Owner shall furnish-furnish, upon written request, only, and as necessary to complete the work, 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 reasonably rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

...

§ 2.3.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2. The Owner shall furnish the Contractor <two (2)> copies of the Contract Documents, including one set to be used for the Project Record Drawings. The Contractor may purchase additional copies at the cost of reproduction, postage and handling.

•••

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day Five-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect, and the Construction Manager or Architect

may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local-carefully examined the Contract Documents and the site, and represents that the Contractor is thoroughly familiar with the nature and location of the Work, the site, the specific conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents and all matters which may in any way affect the Work or its performance. The Contractor further represents that as a result of such examinations and investigations, the Contractor thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations, and rules as they apply to the Work, and that the Contractor will abide by same. Claims for additional time or additional compensation as a result of the Contractor's failure to follow the foregoing procedure and to familiarize itself with all local conditions and the Contract Documents are waived and will not be permitted.

...

- § 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims in writing as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.
- § 3.2.4.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and not responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.
- § 3.2.5 Where existing conditions are obscured or concealed from the Owner or Architect's view prior to the start of this Project's construction activities, portrayal of such conditions in the documents is based on reasonable implications and assumptions. The Owner and Architect do not imply or guarantee to the Contractor in any way that such portrayals in the Documents are accurate or true.
- § 3.2.5.1 Physical investigations and testing of existing conditions were not undertaken by the Architect, unless so indicated in the Contract Documents.
- §3.2.5.2 The Contractor may submit written requests for information to the Architect to help facilitate the Contractor's performance of the contract. Prior to submitting each request for information, the Contractor shall first carefully study and compare the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, and prior Project correspondence and documentation to determine that the information to be requested is not reasonably obtainable from such sources.
- § 3.2.5.3 Each request for information shall be submitted to the Architect, in writing, with a copy to the Construction Manager. Each request for information shall identify the specific sources which were reviewed by the Contractor in an effort to determine the information requested, and a statement to the effect that the information being requested could not be determined from such sources.

- § 3.2.5.4 The Contractor shall submit each request for information sufficiently in advance of the date by which such information is requested in order to allow the Architect sufficient time, in the Architect's professional judgment, to permit adequate review and response and to permit Contractor compliance with the latest construction schedule.
- § 3.2.5.5 The Construction Manager shall maintain a log at the Project site that sequentially numbers and lists each request for information. This log shall contain the Drawings reference or Specification section to which the request pertains, the date of the request, to whom the request was made, by whom the request was made, the nature of the request, and the Architect's resolution thereof. This log shall be reviewed at each Project meeting and the status of the requests for information shall be made part of the minutes of such meetings.
- § 3.2.5.6 The Contractor shall reimburse the Owner amounts charged to the Owner by the Architect or Construction Manager for responding to Contractor requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, or prior Project correspondence or documentation.

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- § 3.4.2.1 After the Contract has been executed, the Owner and Architect will consider requests for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 01 of the Specifications). By making requests for substitutions, the Contractor:
- .1 represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that it will provide the same warranty for the substitution as it would have provided for the product specified;
- .3 certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent; and
- .4 shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
- § 3.4.2.2 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions for convenience after the period noted in Division 01 Section "Substitution Procedures" and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

...

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

••

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

§ 3.6.1 The Owner is exempt from payment of Federal, State, local taxes, and from payment of sales and compensating use taxes of the State of New York and of cities and counties on all materials and supplies sold to the

Owner pursuant to the provisions of this Contract. These taxes are not to be included in bids. This exemption does not, however, apply to tools, machinery, equipment, or other property leased by, or to the Contractor or a subcontractor; and the Contractor and its subcontractor shall be responsible for, and pay, any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property.

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§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by The Owner, through the Construction Manager, shall secure and pay for the building permit. permit from the New York State Education Department. The Contractor shall secure and pay for all other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded of and completion of the contract, which are legally required.

...

- § 3.7.2.1 The Contractor shall comply with all applicable New York State Department of Labor requirements, including the provision that every worker employed in performance of a public work contract shall be certified as having completed an OSHA 10-hour safety training course. The Contractor and Subcontractor shall be solely responsible for compliance with this requirement with respect to their employees. The Contractor's failure to comply with this requirement shall not transfer or in any way impose the responsible for worker safety upon the Owner or the Architect.
- 3.7.2.2 In accordance with New York State Labor Law Article 8, Section 220, subd. 3-a(a), the Contractor shall submit to the Owner within 30 days after issuance of Contractor's first payroll, and every 30 days thereafter, a transcript of the original payroll record, subscribed and affirmed as true under the penalties of perjury.
- § 3.7.3 If the Contractor performs Work knowing it to be or Subcontractor performs Work which it knows or should have known was contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.
- § 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that 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, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect in writing before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that 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 that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, 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 promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

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- § 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.
 - .1 Contingency Allowances shall cover the direct cost to the Contractor and Subcontractors for labor, materials and equipment, including delivery, unloading, storage, handling and installation. They do not include the Contractor's overhead and profit, including the costs of bonds, insurance, administration and supervision, which costs should be carried as part of the Contract Sum.
 - 2 The Architect shall create and process Allowance Access Authorizations for the Construction Manager and Owner's approval and execution in accordance with the Contract Documents.

- § 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;
 - .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; and
- .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 Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2. Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.
- § 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.
- § 3.8.3 Refer to Division 01 Section "Allowances" for additional information.
- § 3.9.1 The Contractor shall employ <u>and designate</u> 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. <u>The superintendent shall be in attendance at the project site full time throughout the work, including completion of the punch list. The superintendent must speak the English language clearly.</u>

PAGE 12

The Contractor shall <u>maintain and</u> make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required <u>submittals</u>—<u>submittals</u> in good order and condition. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12.11 The Contractor is required to provide all submittals for the Architect's review. All submittals are to be provided to the Architect by the Submittal deadlines noted in the Contract Documents. The Architect's review of Contractor's

submittals will be limited to the time preceding the Submittal deadline and will consist of an examination of an initial submittal and 1 resubmittal[s]. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional resubmittals, and for evaluation of submittals for which the initial submission is received after the Submittal deadlines.

...

§ 3.13.3 The Contractor shall be responsible for enforcing the Owner's security and access policies and procedures, the Owner's Code of Conduct, and the following rules of conduct for its personnel and those of its subcontractors, sub-subcontractors, and suppliers at the Project site, and the Owner's Project Representative shall provide interpretations should a question arise if the rules of conduct are being adequately enforced by the Contractor:

- .1 No smoking or use of tobacco products.
- .2 No drinking of alcoholic beverages or use of controlled substances.
- .3 No working, or presence on site, under the influence of alcoholic beverages or controlled substances.
- .4 No use of indecent language or display of indecent images, publications or terms.
- .5 No use of radios or other entertainment devices.
- .6 No horseplay or dangerous behavior.
- .7 No firearms or other weapons.
 - .8 No communication with staff or students.

§ 3.13.4 The Contractor shall require its personnel and those of its subcontractors, sub-subcontractors and suppliers to wear visible photo-identification badges acceptable to the Owner, at all times for identification and security purposes.

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§ 3.18.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and each of their consultant's, officers, board members, agents, and employees from and against any suits, claims, damages, losses, or expenses, including but not limited to attorneys' fees, fees and litigation costs, arising out of or resulting from performance of the Work, provided that such suit, claim, damage, loss, loss or expense is attributable to any bodily injury, sickness, disease disease, or death, or to injury to or destruction of tangible property (other than the Work itself), any tangible property, including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of the Contractor, a in whole or in part by the act, omission, fault, breach of contract, breach of warranty or statutory violation of the Contractor, a subcontractor, or any person or entity directly or indirectly employed by them, or any person or entity for whose acts they may be liable or arises out of operation of law as a consequence of any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts they any of the above 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 that would otherwise exist as to a party or person described in this Section 3.18 any of them has been negligent. **PAGE 15**

§ 4.2.2.1 The Contractor shall reimburse the Owner for compensation paid to the Architect and/or Construction Manager for additional site visits made necessary by the fault, neglect, deficiencies in the work, or request of the Contractor.

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§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other other, and the Owner, in writing about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives. Architect will prepare, will prepare Change Orders, Construction Change Directives and Allowance Change Authorizations..

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- **§ 4.2.17** 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 Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.
- **§ 4.2.18** The Architect will interpret and decide matters concerning performance of the Contractor under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

...

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, but no later than fourteen (14) days prior to the start of construction, shall notify furnish in writing to the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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By appropriate written agreement, 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 including, but not limited to, the responsibility for safety of the Subcontractor's Work, that and obligations to defend and indemnify the Contractor, by these Contract Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager 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 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 that 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. **PAGE 19**

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect in writing and in detail of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

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- § 7.1.4 The combined overhead and profit (for Contractor, subcontractors, suppliers, and contractors of a lower-tier) included in the total cost to the Owner for a change in the Work shall be as follows:
- .1 Maximum combined overhead and profit, 15 percent of the cost.
- .2 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.4.
- .3 To facilitate checking of quotations for extras or credits, all proposals shall be accompanied by a complete itemization of costs including labor, materials, rental costs, and Subcontracts. Subcontracts shall be itemized also.
- .4 The additional bond charges for the total change order, two percent (2%) of the cost shall also apply to Deduct Change orders.

A Change Order is a written instrument prepared by the Construction Manager Architect and signed by the Owner, Construction Manager,

...

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect, in coordination with the Construction Manager and signed by the Owner, Construction Manager 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.

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- .3 Rental costs of machinery and equipment, exclusive of hand tools, tools and equipment normally encumbered to perform the work, whether rented from the Contractor or others; and
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and Intentionally omitted.
- .5 Costs of supervision and field office personnel directly attributable to the change.
- .6 Overhead and profit mark-up shall include, but not be limited to, the following:
 - .1 home office expense;
- .2 field office expense;
- .3 supervision;
- .4 project management & estimation; and
- .5 small tools & equipment.

PAGE 22

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required 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.

...

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. The Owner shall not be liable to the Contractor and/or any subcontractor for claims or damages of any nature caused by or arising out of delays. The sole remedy against the Owner for delays shall be the allowance of additional time for completion of the Work, the amount of which shall be subject to the claims procedure set forth herein. Except to the extent, if any, expressly prohibited by law, the Contractor expressly agrees not to make and hereby waives any claim for damages for delay, including, but not limited to, those resulting from increased labor or material costs; directions given or not given by the Owner, Construction Manager or Architect, including scheduling and coordination of the Work; the Architect's preparation of drawings and specifications or review of shop drawings and requests for instruction(s); or, on account of any delay, obstruction or hindrance for any cause whatsoever by the Owner, Construction Manager, Architect, or any other contractor on the project, whether or not foreseeable or anticipated. The Contractor agrees that its sole right and remedy therefor shall be an extension of time, if appropriate.

IT IS EMPHASIZED THAT NO MONETARY RECOVERY MAY BE OBTAINED BY THE CONTRACTOR FOR DELAY AGAINST THE OWNER, CONSTRUCTION MANAGER, OR ARCHITECT BASED ON ANY REASON AND THAT THE CONTRACTOR'S SOLE REMEDY, IF APPROPRIATE, IS ADDITIONAL TIME."

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Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Tthe Contractor shall submit a schedule of values to the Construction Manager, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by

the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

...

- § 9.3.1.3 Until Substantial Completion, the Owner shall pay ninety-five percent (95%) of the amount due to the Contractor on account of progress payments.
- § 9.3.1.4 When the work or major portions thereof as contemplated by the terms of the Contract are substantially complete, the Contractor shall submit to the Construction Manager and Architect a requisition for payment of the remaining amount of the Contract balance. Upon receipt of such requisition, the Owner shall approve and promptly pay the remaining amount of the Contract less two times 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 determined by the Architect in conjunction with the Construction Manager. Any claims, liens or judgments referred to in this clause shall pertain to the Project and shall be filed in accordance with the terms of the Contract, and applicable laws.
- § 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 shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. The Owner shall have the right, at any time on reasonable notice to inspect materials and equipment which have been stored off the site in accordance with this paragraph.
- § 9.3.2.1 Proof of insurance for items stored off site and copies of invoices are to be provided with Applications for Payment requesting payment for stored materials.

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- 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 repeated failure to carry out the Work in accordance with the Contract Documents: Documents; or
- .8 failure of Contractor to provide executed supplementary bid forms, performance and payment bonds or a current Certificate of Insurance.

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§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's 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 Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, stop 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 shutdown, delay and start-up, plus interest as provided for in the Contract Documents. Intentionally omitted.

...

§ 9.8.1.1 No later than 14 days prior to the Contract-scheduled date of Substantial Completion, the Contractor shall issue a letter to the Architect and Construction Manager confirming their work is on schedule for Substantial Completion by the contract specified date. No later than seven days after Contract-scheduled date of Substantial Completion (including authorized adjustments), the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. Absent the contractor letter confirming readiness of work, the Architect may elect to postpone the substantial completion inspection. If the Architect's inspection discloses any item 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 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 the actual date of Substantial Completion.

§ 9.8.1.2 The Architect will perform no more than one inspection to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

§ 9.8.3 Upon receipt of the list, Contractor's punchlist, the Architect, assisted by the Construction Manager, 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 list, Contractor's punchlist, 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, assisted by the Construction Manager, to determine Substantial Completion.

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§ 9.8.6 In the event the Contractor does not achieve final completion within sixty (60) days after the date of Substantial Completion, allowing for any approved extensions of the Contract time, Contractor shall not be entitled to any further payment and Contractor agrees that such failure to complete the work within the time set forth above shall constitute a waiver of all claims by the Contractor to any money that may be due. This provision shall not operate as a waiver by the Owner of any claims or remedies of any nature against the Contractor arising out of the Contract.

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§ 9.10.6 If the Contractor is responsible for delays in the final completion and closeout beyond the contract specified time, the Owner shall be entitled to reimbursement from the Contractor for amounts paid by the Owner to subsequently

extend the Electronic Submittal System (Submittal Exchange).

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If either party 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, <u>written</u> notice of the 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.

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§ 10.3.2 Upon receipt of the Contractor's <u>written</u> notice, 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 cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager 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. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their 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 Section 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), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity. Intentionally omitted.

•••

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency 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 reimburse the Contractor for all cost and expense thereby incurred.

..

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed, including private entities performing Work at the site and exempt from the coverage on account of the number of employees or occupation, such entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees or persons or entities excluded by statute from the requirements of Clause 11.1.1.1, but required by the Clause;
- .3 Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Contractor's employees;
- Claims for damages insured by usual personal injury liability coverage; which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
- .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;
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

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§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage. The limits of liability of the insurance required above shall be as follows:

1	Commercial General Liability (CGL)
	Limits of Insurance not less than:
	\$1,000,000 Each Occurrence
	\$1,000,000 Personal & Advertising Injury
	\$2,000,000 General Aggregate per project/location
	\$2,000,000 Products/Completed Operations Aggregate
	\$100,000 Fire Damage Legal Liability
	\$10,000 Medical Payments
	a. The CGL coverage shall contain a General Aggregate Limit, such Ge

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	Aggregate shall apply separately to each project. b. CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute
•	form providing equivalent coverage and shall cover liability arising from premises,
-	operations, independent contractors, products-completed operations, and personal and
	advertising injury.
	c. Owner, Architect and their consultants, Owner's Representative, and all
	other parties required by Owner, shall be included as additional insureds on
	the Commercial General Liability, using ISO Additional Insureds
	Endorsement CG 20 10 11 85 or CG 2010 (10/93) and CG 20 3 7 (10/01) or
	CG2033 (10/01) and CG2037 (10/01) or an endorsement providing
	equivalent coverage to the additional insureds. This insurance for the
	additional insureds shall be a broad as the coverage provided for the named
	insured subcontractor. It shall apply as Primary and non-contributing
	Insurance before any other insurance or self-insurance, including any
	deductible, maintained by, or provided to, the additional insured.
	d. Attached to each certificate of insurance shall be a copy of the additional
	Insured Endorsement address in c.) above.
	e. Contractor shall maintain Commercial General Liability coverage for itself
	and all additional insureds for the duration of the project and maintain
/	Completed Operations coverage for itself and each additional insured
.2	for least 3 years after completion of the Work. Automotive Liability
	a. Business Auto Liability with limits of at least \$1,000,000 each accident for bodily injury and/or property damage.
	b. Business Auto coverage must include coverage for liability arising out of all owned,
	leased, hired and non-owned automobiles.
	c. Owner and other parties required by the Owner, shall be included as additional insured on
	the auto policy on a primary and non-contributing basis.
.3	Commercial Umbrella
	a. Umbrella limits must be at least a minimum of \$5,000,000 or available policy limits if
	policy limits are higher.
	b. Umbrella coverage must include as additional insureds all entities that are additional
	insureds all entities that are additional insureds on the Commercial
	General Liability Policy.
	c. Umbrella coverage for such additional insureds shall apply as primary and
	non-contributing before any other insurance or self-insurance, including other than the
	Commercial General Liability, Auto Liability and Employers
	Liability coverages maintained by the Contractor.
	d. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement addressed in b.) and c.) above.
.4	Workers Compensation and Employers Liability
	a. Employers Liability Insurance limits of at least \$500,000, each accident,
	\$500,000 for bodily injury by accident and \$500,000 each employee for injury by disease.
	b. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement
	shall be attached to the policy.
	C. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
.5	Environmental Impairment Liability (Pollution Insurance) (EIL)
	a. Contractors involved with the removal and/or abatement of pollutants (including but not
	limited to asbestos abatement contractors, lead abatement contractors, roofing contractors,
	tank removal contractors) are required to maintain a minimum of \$1,000,000 EIL
	coverage.
	b. Owner and all other parties required by the Owner, shall be included as additional insured
	on the EIL policy on a primary and non-contributing basis.
<u>.6</u>	Owners Contractors Protective Liability Insurance: A separate policy of insurance naming the
	Owner, Architect and the Construction Manager as the insureds. The original policy shall be
	submitted for retention by Owner. A copy shall be sent to the Architect through the Owner's
	Representative. Said separate policy shall be in the amounts of One Million Dollars (\$1,000,000)

per occurrence, and in the aggregate of two million dollars (\$2,000,000) for bodily injury and property damage and shall provide coverage for the Owner, Architect and Owner's Representative, their agents, officers and employees, with respect to said work. Said policy shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said Owner, Architect or Owner's Representative, their officers and employees have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only. This coverage shall last for the duration of the contract.

Prior to commencing the Work, the Owner shall supply the Contractor and Owner's Representative with a certificate of insurance providing evidence of insurance coverage for the Contractor for Builder's Risk/Installation Floater "All Risk" insurance shall protect the Contractor, the Contractor's Subcontractors, the Architect and the Owner's Representative from losses resulting from, but not limited to, natural disasters, fire, extended coverage perils, vandalism, malicious mischief or collapse during the course of construction. The amount of such insurance shall be not less at any time than the total value of the Work in place, on site, in transit or in storage off site and the loss under such policies shall be made payable to the Owner and/or the Contractor or other insureds, as their respective interest may appear. The policy shall cover all property to be used in, or incidental to, the fabrication and/or erection and/or completion of the project. It shall include all materials, machinery, equipment and supplies intended to become part of such property and false work, temporary trestles and similar structures. It shall not include tools, Contractor's equipment and any other property not a part or destined to become part of the project. The Owner should be advised of the amount, if any, of a deductible amount exceed \$5,000,000. The Contractor shall provide the Owner upon request with copies of any of the insurance policies required to be maintained pursuant to this Article.

.8 The amount of insurance contained in the aforementioned insurance coverages shall not be

construed to be a limitation of the liability on the part of the Contractor or any of its subcontractors.

At the Owner's request, the Contractor shall provide a copy of the declaration page of the liability
and umbrella/excess policies with a list of endorsements and forms. There will be no coverage
restrictions and/or exclusions involving the New York State Labor Law statutes or gravity related
injuries.

.10 A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance. For any "Yes" answers on Items G through L on this Form—additional details must be provided in writing. Policy exclusions may not be accepted.

§ 11.1.5 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

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§ 12.2.2.1 In addition to the Contractor's obligations under Section 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 Section 9.9.1, or by terms of any 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 correct it promptly after receipt of 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, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.

...

The Contract shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.located. The parties expressly agree that any claim, dispute or other controversy of any nature arising out of the Contract or performance of the Work shall be commenced and maintained in Supreme Court, Ulster County, or the United State District Court, Northern District of New York, if applicable.

§ 13.1.2 The Contractor shall at all times observe and comply with all Federal and State Laws, and all Laws, Ordinances and Regulations of the Owner, in any manner affecting the work, and all such orders decreed as exist at present and those which may be enacted later, by bodies or tribunals having jurisdiction or authority over the Work, and the Contractor shall defend, indemnify and save harmless the Owner, Construction Manager and Architect and all their officers, agents or servants against any claim or liability arising from, or based on, a violation of any such law, ordinances, regulation or order, whether by himself or by his employee or agents.

§ 13.1.3 The Contractor specifically agrees as required by Labor Law, Sections 220 and 220-d, as amended that:

- .1 No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing contracting or contracting to do the whole or any part of the work contemplated by the Contract, shall be permitted or required to work more than eight hours in one calendar day or more than five days in one week, except in the emergencies set forth in the Labor Law.
- .2 The wages paid for a legal day's work shall not be less than the prevailing rate of wages as defined by law, and
- The minimum hourly rate of wages to be paid shall not be less than that stated in the Specifications, and any re-determination of the prevailing rate of wages after the Contract is approved shall be deemed to be incorporated herein by reference as of the effective date of re-determination and shall form a part of this Contract. The Labor Law provides that the Contract may be forfeited and no sum paid for any work done thereunder on a second conviction of willfully paying less than:
 - a. the stipulated wage scale as provided in Labor Law, Section 220, Sub-division 3, as amended; or
 b. the stipulated minimum hourly wage scale as provided in Labor Law, 220-d, as amended.

§ 13.1.4 The Contractor specifically agrees as required by the provisions of Labor Law, Section 220-e, as amended that:

- .1 In hiring of employees for the performance of work under this Contract or any subcontract hereunder or for the manufacture, sale, or distribution of materials, equipment or supplies, hereunder, no Contractor or Subcontractor nor any person acting on behalf of such Contractor or Subcontractor, 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.
- .2 No Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee under this Contract on account of race, creed, color, disability, sex, or national origin.
- 3 There may be deducted from the amount payable to the Contractor by the Owner under this Contract, a penalty of fifty dollars (\$50) for each person for each calendar day during which such a person was discriminated against or intimidated in violation of the provisions of the Contract, and
- .4 The provisions of this section covering every Contract for or on behalf of the Owner, the State or a municipality for the manufacture or sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

§ 13.1.5 During the performance of this Contract, the Contractor agrees as follows:

- .1 The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.
- 2 If directed to do so by the Owner or the State Commissioner of Human Rights, the Contractor will send to each labor union or representative of workers which with the Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (1) through (6) (hereinafter called "non-discrimination clauses"). If the

Contractor was directed to do so by the Owner as part of the bid or negation of this Contract, the Contractor shall request such labor union or representative to furnish a written statement that such a labor union representative will not discriminate because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status, and that such labor union or representative will cooperate, within the limits of its legal contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that the recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provision of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the Owner and the State Commissioner of Human Rights of such failure or refusal.

- .3 If directed to do so by the Owner or the Commissioner of Human Rights, the Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of provisions of clauses (1) and (2) and such provision of the State's law against discrimination as the State Commissioner of Human Rights shall determine.
- .4 The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.
- .5 The Contractor will comply with the provisions of Sections 290-299 of the Executive Law, and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such section of the Executive Law, and will permit access to the Contractor's books, records, and accounts by the Owner, the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses and such sections of the Executive Law Civil Rights Law.
- upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with the non-discrimination clauses, and that the Contractor may be declared ineligible for future contracts made by or on behalf of the Owner, the State or a public authority or agency of the State, until the Contractor satisfies the State Commissioner of Human Rights that the Contractor has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings may be made by the State Commissioner of the Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the Contractor to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law, and
- .7 The Contractor will include the provisions of clauses .1 through .6 in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the Owner may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved or is threatened with litigation with a subcontractor or vendor as a result of such directions by the State Commissioner of Human Rights or the Owner, the Contractor shall promptly so notify the Owner and the Attorney General requesting the Attorney General to intervene and protect the interests of the State of New York.

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Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties 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 to Contractor, including any interest, shall be consistent with this Agreement and in accordance with New York State General Municipal Law Section 106-b.

§ 13.6 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of

warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law.

13.7 Equal Opportunity

§ 13.7.1 The Contractor shall maintain policies of employment as follows:

.1 The Contractor and the Contractor's subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or natural origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the policies of non-discrimination.

.2 The Contractor and the Contractor's subcontractors shall, in all solicitations or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

§ 13.8 Wage Rates

§ 13.8.1 The Contractor shall comply with Prevailing Wage Rates issued and periodically updated, by the New York State Department of Labor, for the location and duration of the Project.

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- The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.
- § 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, Work under direct or indirect contract with the Contractor, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 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.
- § 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven-thirty (30) days' notice to the Owner, Owner with reasonable opportunity to cure, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.properly executed.
- § 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly 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-thirty (30) additional days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

.1 repeatedly-refuses or fails to supply enough properly skilled workers or proper materials;

.3 repeatedly-disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.breaches a material provision of the Contract Documents.
- breaches any warranty made by the Contractor under or pursuant to the Contract Documents. <u>.5</u>
- fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all of the requirements of the Contract Documents."

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§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner 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' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety: PAGE 40

Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written 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. The costs of finishing the Work include, without limitations, all reasonable attorney's fees incurred by the Owner, additional Architect/Engineering and Construction Manager costs, insurance, additional interest because of any delay in completing the Work.

...

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and 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, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

...

§ 14.3.2 The Contract Sum and the Contract Time shall-may be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

..

§ 14.4.1 The Owner may, at any time, terminate the Contract Notwithstanding any other provision to the contrary in this Agreement, the Owner reserves the right at any time and in its absolute discretion to terminate the services of the Contractor and/or the Work for the Owner's convenience and without eause. cause by giving written notice to the Contractor. This termination for the convenience of the Owner provision allows and authorizes the Owner to terminate this Agreement at any time and for any reason whatsoever. This right may be exercised by the Owner in its complete discretion.

٠..

§ 14.4.3 In the case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement Contractor shall be entitled to, and the Owner shall reimburse the Contractor for, an equitable portion of the Contractor's fee based on the portion of the Work properly completed before the effective date of termination. Contractor's entitlement to payment for all such work shall be predicated on its performance of such work in accordance with the Contract Documents as certified by the Architect and Construction Manager. Contractor shall be entitled to no other payment and waives any claim for damages.

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The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.law.

§ 15.1.2.1 Claims by the Contractor must be made by written notice in accordance with the following procedures.

- .1 the Contractor may submit a claim concerning a matter properly noticed in accordance with the time requirements of this Contract set forth in paragraph 15.1.2 and elsewhere;
- failure by the Contractor to furnish the required claim documentation within the time set forth above shall constitute waiver of the Contractor's right to compensation for such claim.
- Contractor shall furnish three (3) certified copies of the required claim documentation. The claim documentation shall be complete when furnished. The evaluation of the Contractor's claim will be based, among other things, upon the Owner's Project Records and the Contractor's furnished claim documentation
- d claim documentation shall conform to Generally Accepted Accounting Principles and shall be in the following format:
 - a. general introduction;
 - b. general background discussion
 - c. issues
 - i. index of issues (listed numerically);
 - ii. for each issue:
 - (1) background
 - (2) chronology
 - (3) Contractor's position (reason for Owner's potential liability)
 - (4) supporting documentation of merit or entitlement
 - (5) supporting documentation of damages
 - (6) begin each issue on a new page
 - d. all critical path method schedules (as-planned, monthly updates, schedule revisions and as-built, along with computer disks of all schedules related to the claim;
 - e. productivity exhibits (if appropriate); and
 - f. summary of issues and damages.
- .5 supporting documentation of merit for each issue shall be cited by reference, photocopies or explanation. Supporting documentation may include, but shall not be limited to General Conditions, General Requirements, technical specifications, drawings, correspondence, conference notes, shop drawings and submittals, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary CPM schedules or time impact analyses, photographs, technical reports, requests for information, field instructions and all other related records necessary to support the Contractor's claim.
- supporting documentation of damages for each issue shall be cited, photocopied or explained.

 Supporting documentation may include, but shall not be limited to, any or all documents related to the preparation and submission of the bid; certified, detailed labor records including labor distribution reports; material and equipment procurement records; construction equipment ownership, cost records or rental records; subcontractor or vendor files and cost records; service cost records; purchase orders; invoices; Project as-planned and as-built cost records; general ledger records; variance reports; accounting adjustment records, and any other accounting material necessary to support the Contractor's claims.
- .7 each copy of the claim documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of these Contract Documents.

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§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 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.

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 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.

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§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the

reasons therefor; and (3) notify the parties, the Construction Manager, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will render to the parties the Architect's written recommendation relative to the Claim, including any recommended change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

..

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days of receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision mediate.

...

- § 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution. Intentionally omitted.
- § 15.3.2 The parties shall may endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution 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. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

...

§ 15.4 Arbitration

- **§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. 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.
- § 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.
- **§ 15.4.2** 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.
- § 15.4.3 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.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, Kim Ruebel, 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 07:27:51 ET on
06/28/2023 under Order No. 3104237909 from AIA Contract Documents software and that in preparing the attached
final document I made no changes to the original text of AIA® Document A232 TM – 2019, General Conditions of the
Contract for Construction, Construction Manager as Adviser Edition, other than those additions and deletions shown
in the associated Additions and Deletions Report.

(Signed)	
(Title)	
(Dated)	

Roberta Reardon, Commissioner

Wallkill Central School Dist

Thomas Farlow, Project Manager Tetra Tech Archs & Engs 10 Brown Road Ithaca NY 14850

Schedule Year Date Requested 06/28/2023 PRC#

2023 through 2024 2023007495

1500 Route 208 Location Project ID# 17597-22002

Project Type Reconstruction to Wallkill Sr High School, JB Middle School, Plattekill ES

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 2023 through June 2024. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT			
Date Completed:	Date Cancelled:		
Name & Title of Representative:			

Phone: (518) 457-5589 Fax: (518) 485-1870 W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

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.

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

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

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

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemperaneous, 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 12226 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	
	VENT

Roberta Reardon, Commissioner

Wallkill Central School Dist

Thomas Farlow, Project Manager Tetra Tech Archs & Engs 10 Brown Road Ithaca NY 14850

Schedule Year Date Requested 06/28/2023 PRC#

2023 through 2024 2023007495

Location 1500 Route 208 Project ID# 17597-22002

Project Type Reconstruction to Wallkill Sr High School, JB Middle School, Plattekill ES

Notice of Contract Award

OF NEW

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 N	umber:	
City: Amount of Contract: Approximate Starting Date: Approximate Completion Date:	State:	Zip: Contract Type: [] (01) General Construction [] (02) Heating/Ventilation [] (03) Electrical [] (04) Plumbing [] (05) Other :

Phone: (518) 457-5589 Fax: (518) 485-1870 W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

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, https://dol.ny.gov/public-work-and-prevailing-wage

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

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

Effective June 23, 2020

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

(12.20)

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

Department of Labor Administrative Finance Bureau-PWEF Unit Building 12, Room 464 State Office Campus Albany, NY 12226

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



Required Notice under Article 25-B of the Labor Law

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

The law says that you are an employee unless:

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

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

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

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

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

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

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

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

• **Civil Penalty** First offense: Up to \$2,500 per employee

Subsequent offense(s): Up to \$5,000 per employee

• Criminal Penalty First offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine

and debarment from performing public work for up to one year.

Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a \$50,000 fine and debarment from performing public work for up to 5

years.

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

Employer Name:

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.

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

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: https://dol.ny.gov/bureau-public-work



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) 568-5287		

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

Contractor Name:				
Project Location:				

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (Note: Completion cards do not have an expiration date.)
- Training roster, attendance record 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 requirement s 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 that six (6) years, contemporaneous, true, and accurate payroll records.

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

New York State Department of Labor Bureau of Public Work State Office Campus, Bldg. 12 Albany, NY 12226

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

Ulster County General Construction

Boilermaker 02/01/2024

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: 07/01/2023 01/01/2024

 Boilermaker
 \$ 65.88
 \$ 67.38

 Repairs & Renovations
 65.88
 67.38

Repairs & Renovation: Includes Repairing, Renovating replacement of parts to an existing unit(s).

SUPPLEMENTAL BENEFITS

Per Hour:

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 (*B, O, **U) on OVERTIME PAGE

Note:* Includes 9th & 10th hours, double for 11th or more.

** Labor Day ONLY, if worked.

Repairs & Renovation see (B,E,Q) on OT Page

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 12, 15, 25, 26, 29) on HOLIDAY PAGE

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:

33.5% of Hourly Wage Paid Plus Amount Below	33.5% of Hourly Wage Paid Plus Amount Below
\$ 20.12	\$ 20.36
21.03	21.28
21.95	22.22
22.83	23.12
23.76	24.07
24.67	25.00
25.58	25.93
	Wage Paid Plus Amount Below \$ 20.12 21.03 21.95 22.83 23.76 24.67

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

4-5

02/01/2024

Carpenter - Building / Heavy&Highway

DISTRICT 2

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

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: 07/01/2023 07/01/2024 Additional

Carpenter - ONLY for Artificial Turf/Synthetic

Sport Surface \$ 34.48 \$ 2.25*

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 26.30

OVERTIME PAY

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

HOLIDAY

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

Notes:

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

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

REGISTERED APPRENTICES

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

1st 2nd 3rd 4th 65% 70% 75% 80%

Supplemental Benefits per hour:

 1st term
 \$ 17.56

 2nd term
 18.04

 3rd term
 20.06

 4th term
 20.54

2-42AtSS

Carpenter - Building / Heavy&Highway

02/01/2024

DISTRICT 11

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

ENTIRE COUNTIES

Columbia, Dutchess, Orange, Sullivan, Ulster

WAGES

WAGES (per hour)

Applies to Carpenter (Building/Heavy & Highway/Tunnel), Dockbuilder, Piledriver, Dive Tender, and Diver (Dry):

07/01/2023 07/01/2024 07/01/2025 07/01/2026
Additional Additional Additional
Base Wage \$ 35.81 \$ 2.16** \$ 2.23** \$ 2.30**

Applies to Diver (Wet):

Base Wage \$ 50.00 + 4.88*

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 the base wage.

^{*}To be allocated at a later date

^{*}For all hours paid straight or premium.

^{**}To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 31.30

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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
Overtime: See (5, 6) on HOLIDAY PAGE
- Holidays that fall on Sunday will be observed Monday

- Must be employed during the five (5) work days immediately preceding a holiday or during the five (5) work days following the paid holiday to receive holiday pay
- If Employee is entitled to a paid holiday, the Employee is paid the Holiday wage and supplemental benefits whether they work or not. If Employee works the Holiday, the Employee will receive holiday pay (including supplemental benefits), plus the applicable premium wage for working the Holiday. If Employee works in excess of 8 hours on Holiday, then benefits will be paid for any hours in excess of 8 hours.

REGISTERED APPRENTICES

1 Year terms at the following wage rates.

1st	2nd	3rd	4th	5th
\$ 17.91	\$ 21.49	\$ 23.28	\$ 25.07	\$ 28.65
+2.58*	+2.58*	+2.58*	+2.58*	+2.58*

^{*}For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All Terms \$ 16.32

11-279.2B/H&H

Carpenter - Floor Coverer

02/01/2024

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)

Wito Ed. (per flour)			
	07/01/2023	07/01/2024	07/01/2025
		Additional	Additional
Carpet/Resilient Floor Coverer	\$ 35.81	\$ 2.16**	\$ 2.23**
	+4 88*		

^{*} 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.

SUPPLEMENTAL BENEFITS

Per hour:

Journey worker \$31.30

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

BUILDING:

^{**} To be allocated at a later date.

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
Overtime: See (5, 6) on HOLIDAY PAGE
- Holidays that fall on Sunday will be observed Monday

- Must be employed during the five (5) work days immediately preceding a holiday or during the five (5) work days following the paid holiday to receive holiday pay
- If Employee is entitled to a paid holiday, the Employee is paid the Holiday wage and supplemental benefits whether they work or not. If Employee works the Holiday, the Employee will receive holiday pay (including supplemental benefits), plus the applicable premium wage for working the Holiday. If Employee works in excess of 8 hours on Holiday, then benefits will be paid for any hours in excess of 8 hours.

REGISTERED APPRENTICES

1 Year terms at the following wage rates.

1st	2nd	3rd	4th	5th
\$ 17.91	\$ 21.49	\$ 23.28	\$ 25.07	\$ 28.65
+2.58*	+2.58*	+2.58*	+2.58*	+2.58*

^{*}For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All terms \$ 16.32

11-279.2Floor

Electrician 02/01/2024

JOB DESCRIPTION Electrician

DISTRICT 11

ENTIRE COUNTIES

Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Only in the Townships of Andes, Harpersfield, Kortwright, Stamford, Bovina, Roxbury, Middletown and those portions of Colchester and Hancock south of the East Branch of the Delaware River.

Dutchess: All of the county except for the towns of Fishkill, East Fishkill, and Beacon.

Greene: That portion of the county south of a line following the south limits of the city of Catskill in a Westerly direction from the Hudson River to Highway 23A along 23A to the road following the Little Westkill and continuing along this road to Delaware County.

WAGES

---IMPORTANT NOTE: Applies to all electrical wiring of single or multiple family dwellings and apartments up to and including two (2) stories that do not exceed four (4) unit apartments.

Per hour:

Electrician Wireman/ Technician Electrical/Technician Projects	07/01/2023	04/01/2024
under \$ 250,000.00	\$ 45.50	\$ 46.50
	+ 9.00*	+ 9.50*
over \$ 250,000.00	\$ 49.50	\$ 50.50
	+ 9.00*	+ 9.50*

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

Electrical/Technician Projects		
under \$ 250,000.00	\$ 53.39	\$ 54.56
	+ 9.00*	+ 9.50*
over \$ 250,000.00	\$ 58.08	\$ 59.30
	+ 9.00*	+ 9.50*
Shift worked between 12:30am & 8:30am		
Electrical/Technician Projects		
under \$ 250,000.00	\$ 59.81	\$ 61.12
	+ 9.00*	+ 9.50*
over \$ 250,000.00	\$ 65.06	\$ 66.35
	+ 9.00*	+ 9.50*

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, or gas masks, they shall receive an additional \$2.00 per hour above the regular straight time rate.
- Journeyman Wireman working in Shafts, Tunnels or on Barges: \$5.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman when performing welding or cable splicing: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a NYS Asbestos Certificate: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a CDL: \$3.00 above the Journeyman Wireman rate of pay.

SUPPLEMENTAL BENEFITS

 Per hour:
 07/01/2023
 04/01/2024

 Journeyman
 \$ 28.68 plus
 \$ 29.68 plus

 3% of straight
 3% of straight
 3% of straight

 or premium wage
 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

07/01/2023	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.25	\$ 19.00	\$ 23.75	\$ 28.50	\$ 33.25	\$ 35.63
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	16.72	22.29	27.86	33.43	39.00	41.79
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	18.72	24.97	31.21	37.45	43.69	46.82
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
09/01/2023	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 15.68	\$ 19.00	\$ 23.75	\$ 28.50	\$ 33.25	\$ 35.63
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	18.39	22.29	27.86	33.43	39.00	41.79
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	20.60	24.97	31.21	47.45	43.69	46.82
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
04/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.01	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	18.78	22.76	28.45	34.13	39.82	42.67
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	21.04	25.49	31.86	38.24	44.61	47.80
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
09/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.01	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	18.78	22.76	28.45	34.13	39.82	42.67
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
3rd Shift	21.04	25.49	31.86	38.24	44.61	47.80
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
04/01/2025	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.34	\$ 19.80	\$ 24.75	\$ 29.70	\$ 34.65	\$ 37.13
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	19.17	23.23	29.03	34.84	40.64	43.55
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
3rd Shift	21.47	26.02	32.52	39.03	45.53	48.79
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*

^{*}For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

SUPPLEMENTAL BENEFITS per hour:

07/01/2023

1st term \$ 16.28 plus 3% of straight or premium wage 2nd term \$ 16.28 plus 3% of straight or premium wage 3rd term \$ 18.28 plus 3% of straight or premium wage 4th term \$ 18.78 plus 3% of straight or premium wage 5th term \$ 20.28 plus 3% of straight or premium wage 6th term \$ 20.28 plus 3% of straight or premium wage

09/01/2024

1st term \$ 16.28 plus 3% of straight or premium wage 2nd term \$ 17.78 plus 3% of straight or premium wage 3rd term \$ 18.78 plus 3% of straight or premium wage 4th term \$ 19.78 plus 3% of straight or premium wage 5th term \$ 21.28 plus 3% of straight or premium wage 6th term \$ 21.28 plus 3% of straight or premium wage

11-363/2

Elevator Constructor 02/01/2024

JOB DESCRIPTION Elevator Constructor

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 07/01/2023 01/01/2024

Mechanic \$ 67.35 \$ 70.15

Helper 70% of Mechanic 70% of Mechanic

Wage Rate Wage Rate

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour

07/01/2023 01/01/2024

Journeyperson/Helper

\$ 37.335* \$ 37.885*

(*)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 Journeyperson/Helper

1-138

Glazier 02/01/2024

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: 7/01/2023

Glazier & Glass Tinting \$ 61.64
*Scaffolding 65.64
Window Film
**Repair & Maintenance 30.76

SUPPLEMENTAL BENEFITS

Per hour: 7/01/2023

Glazier & Glass Tinting \$40.20

Window Film

Repair & Maintenance 23.19

OVERTIME PAY

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

For 'Repair & Maintenance' see (B, B2, I, S) on overtime page.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE

7/01/2023

For 'Repair & Maintenance' 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:

1st term	\$ 21.93
2nd term	30.05
3rd term	39.95
4th term	48.97

Supplemental Benefits:

(Per hour)

 1st term
 \$ 18.25

 2nd term
 25.97

 3rd term
 31.27

 4th term
 34.32

8-1087 (DC9 NYC)

DISTRICT 1

Insulator - Heat & Frost 02/01/2024

JOB DESCRIPTION Insulator - Heat & Frost

ENTIRE COUNTIES

Albany, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren, Washington

WAGES

^{*}Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.

^{**}Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under \$184,000.

Wages per hour	07/01/2023	05/01/2024 Additional
Asbestos Worker*	\$ 39.68	+ \$2.00**
Insulator*	39.68	
Firestopping Worker*	33.73	

(*) On Mechanical Systems only.

(**) To be allocated at later date.

On government mandated shift work additional 12% of wage for all shifts starting after 3:30 P.M.

SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$ 25.64

OVERTIME PAY

See (*B1, **Q) on OVERTIME PAGE

*B1=Double time begins after 10 hours on Saturday

**Q=Triple time on Labor Day if worked.

HOLIDAY

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

When a holiday falls on Sunday the following Monday shall be observed as the holiday.

REGISTERED APPRENTICES

Wages per hour

one year terms at the following percentage of Journeyperson's wage.

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

Supplemental Benefits per hour worked:

Apprentices \$ 25.64

1-40

JOB DESCRIPTION Ironworker DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

WAGES

Per hour:

	07/01/2023	07/01/2024	07/01/2025	07/01/2026
		Additional	Additional	Additional
Structural	\$ 52.63	\$ 2.00*	\$ 2.00*	\$2.00*
Reinforcing*	52.63	2.00*	2.00*	2.00*
Ornamental	52.63	2.00*	2.00*	2.00*
Chain Link Fence	52.63	2.00*	2.00*	2.00*

^{*} To be allocated at a later date.

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
 \$ 52.63

 2nd Shift
 67.34

 3rd Shift
 72.24

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$43.47

OVERTIME PAY

See (B1, Q, V) on OVERTIME PAGE

^{**}Note- Any shift that works past 12:00 midnight shall receive the 3rd shift differential.

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	\$ 26.32	\$ 31.58	\$ 36.85	\$ 42.10
2nd Shift	36.16	42.40	48.64	54.86
3rd Shift	39.45	46.00	52.57	59.12

Supplemental Benefits per hour:

1st year	\$ 37.35
2nd year	38.57
3rd year	39.80
4th year	41.02

11-417

Laborer - Building 02/01/2024

JOB DESCRIPTION Laborer - Building

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

Class 1: Custodial and janitorial work, general cleanup, and flag person.

Class 2: Concrete laborer, mason tending, hod carrier, signal person, pressure blasting and washing, chainsaw, demo saw, jackhammers, general labor.

Class 3: Jumping jack, air track drills, grading, explosive handler and blaster, grade checker. When OSHA requires negative pressure respirator.

Class 4: Environmental work including but not limited to asbestos abatement, toxic and hazardous abatement, lead abatement work, mold remediation and biohazards.

WAGES: (per hour)	07/01/2023	06/01/2024	06/01/2025	06/01/2026
			Additional	Additional
Class 1	\$ 41.65	\$ 43.15	\$ 2.69*	\$ 2.79*
Class 2	42.40	43.95	2.72*	2.82*
Class 3	44.30	45.90	2.79*	2.89*
Class 4	47.30	49.00	2.90*	3.00*

^{*}To be allocated at a later date.

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 \$ 32.40 \$ 33.50 Shift 39.46 40.84

OVERTIME PAY

See (B, *E, E5, **Q) on OVERTIME PAGE

*For first 8 hours on Saturday

^{**}When an employee is required to work on a holiday which falls on a Sunday the employee shall be paid three (3) times the hourly rate and one (1) hour benefits for every hour worked. When an employee is required to work on a holiday which falls on a Saturday the employee shall be paid two and a half (2.5) times the hourly rate and one hour benefits for every hour worked.

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 wages.

	07/01/2023	06/01/2024
1st term	\$ 27.05	\$ 28.05
2nd term	31.25	32.35
3rd term	35.40	36.70
4th term	39.55	41.00
Supplemental Benefits per hour:		
All Terms Regular	\$ 28.33	\$ 29.23
All Terms Shift Rate	34.27	TBD

11-17.BA

Laborer - Heavy&Highway

02/01/2024

JOB DESCRIPTION Laborer - Heavy&Highway

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, men on mulching & seeding machines, all seeding & sod laying, landscape work, walk behind self-propelled power saws, grinder, 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, 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)	07/01/2023	06/01/2024
		Additional
Class 1	\$ 40.80	\$ 2.65**
Class 2	44.80	2.35**
Class 3	49.40	2.45**
Class 4	54.70	2 20**

^{*} 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.

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 32.28

^{**}To be allocated at a later date.

Shift 37.96

OVERTIME PAYSee (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

See (5, 6, 15, 25) on HOLIDAY PAGE See (5, 6, 15, 25) on HOLIDAY PAGE Paid: Overtime:

To be eligible for a paid holiday, an employee must work at least two (2) days in the calendar week or payroll week in which the holiday falls.

REGISTERED APPRENTICES

(1000) hour terms at the following wages.

	07/01/2023	06/01/2024
1st term	\$ 27.05	\$ 28.05
2nd term	31.25	32.35
3rd term	35.40	36.70
4th term	39.55	41.00
Supplemental Benefits per hour:		
All Terms Regular	\$ 28.33	\$ 29.23
All Terms Shift Rate	33.08	TBD

11-17.1H/H

Laborer - Tunnel 02/01/2024

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)

	07/01/2023	06/01/2024	06/01/2025
Class 1	\$ 55.55	\$ 57.05	\$ 58.55
Class 2	57.70	59.20	60.70
Class 4	64.10	65.60	67.10
Class 5	47.65	49.90	51.40

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	\$ 35.73	\$ 36.98	\$ 38.23
Benefit 2	51.01	TBD	TBD
Benefit 3	71.28	TBD	TBD

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 02/01/2024

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

A 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, assembly of all electrical materials, conduit, pipe, 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.

A 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.

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

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)

Per hour:	07/01/2023	05/06/2024
Lineman, Technician	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	57.40	58.90
Welder, Cable Splicer	57.40	58.90
Digging Mach. Operator	51.66	53.01
Tractor Trailer Driver	48.79	50.07
Groundman, Truck Driver	45.92	47.12
Equipment Mechanic	45.92	47.12
Flagman	34.44	35.34

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

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

Lineman, Technician Crane, Crawler Backhoe Cable Splicer	\$ 57.40 57.40 63.14	\$ 58.90 58.90 64.79
Certified Welder,	03.14	04.79
Pipe Type Cable	60.27	61.85
Digging Mach. Operator	51.66	53.01
Tractor Trailer Driver	48.79	50.07
Groundman, Truck Driver	45.92	47.12
Equipment Mechanic	45.92	47.12
Flagman	34.44	35.34

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

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

Lineman, Tech, Welder	\$ 58.72	\$ 60.22
Crane, Crawler Backhoe	58.72	60.22
Cable Splicer	64.59	66.24
Certified Welder,		
Pipe Type Cable	61.66	63.23
Digging Mach. Operator	52.85	54.20
Tractor Trailer Driver	49.91	51.19
Groundman, Truck Driver	46.98	48.18
Equipment Mechanic	46.98	48.18
Flagman	35.23	36.13

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

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

Lineman, Tech, Welder	\$ 59.91	\$ 61.41
Crane, Crawler Backhoe	59.91	61.41
Cable Splicer	59.91	61.41
Digging Mach. Operator	53.92	55.27
Tractor Trailer Driver	50.92	52.20
Groundman, Truck Driver	47.93	49.13
Equipment Mechanic	47.93	49.13
Flagman	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 %

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2023	05/06/2024
Lineman, Technician, or Equipment Operators with Crane License	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid
All other Journeyman	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid

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

OVERTIME PAY

See (B, E, Q, X) 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:

\$ 26.40 \$ 26.90 *plus 7% of the hourly wage paid \$ 26.90 wage paid

6-1249a

Lineman Electrician - Teledata 02/01/2024

JOB DESCRIPTION Lineman Electrician - Teledata

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, Westchester, Wyoming, Yates

WAGES

Per hour:

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

	07/01/2023	01/01/2024	01/01/2025
Cable Splicer	\$ 37.73	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 35.81	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 35.81	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 35.81	\$ 37.24	\$ 38.73
Groundman	\$ 18.98	\$ 19.74	\$ 20.53

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:	07/01/2023	01/01/2024	01/01/2025
Journeyman	\$ 5.70 *plus 3% of	\$ 5.70 *plus 3% of	\$ 5.70 *plus 3% of
	the hourly	the hourly	the hourly
	wage paid	wage paid	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.

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

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting

02/01/2024

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

ENTIRE COUNTIES

Columbia, Dutchess, Orange, Putnam, Rockland, Ulster

....

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/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)

07/01/2023	05/06/2024
\$ 50.60	\$ 51.82
50.60	51.82
53.13	54.41
45.54	46.64
43.01	44.05
40.48	41.46
40.48	41.46
30.36	31.09
	\$ 50.60 50.60 53.13 45.54 43.01 40.48 40.48

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%

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

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

	07/01/2023	05/06/2024
Lineman, Technician, or Equipment Operators with Crane License	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid
All other	\$ 26.40	\$ 26.90

Journeyman	*plus 7% of	*plus 7% of
	the hourly	the hourly
	wage paid	wage paid

^{*}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%
SUPPLEN	//ENTAL BEN	EFITS per hour:				
			07/01/20)23	05/06/20)24
			\$ 26.40)	\$ 26.90)
			*plus 7%	of	*plus 7%	of
			the hourl	y	the hourl	y
			wage pai	d	wage pai	d

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

6-1249aReg8LT

Lineman Electrician - Tree Trimmer

02/01/2024

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

NTIRE 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:	07/01/2023	12/31/2023
Tree Trimmer	\$ 29.80	\$ 31.44
Equipment Operator	26.35	27.80
Equipment Mechanic	26.35	27.80
Truck Driver	21.95	23.15
Groundman	18.07	19.07
Flag person	14.20	14.20*

^{*}NOTE- Rate effective on 01/01/2024 - \$15.00 due to minimum wage increase

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2023	12/31/2023
Journeyman	\$ 10.48 *plus 4.5% of	\$ 10.48 *plus 4.5% of
	the hourly wage paid	the hourly wage paid

^{*} The 4.5% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q, X) 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 02/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 11

ENTIRE COUNTIES

Dutchess. Sullivan. Ulster

PARTIAL COUNTIES

Orange: Entire county except the Township of Tuxedo.

WAGES Per hour:

07/01/2023

Bricklayer \$45.00 Cement Mason 45.00 Plasterer/Stone Mason 45.00 Pointer/Caulker 45.00

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 workday is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular workday 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 \$ 37.39

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

2nd 6th 7th 8th 1st 3rd 4th 5th 50% 55% 60% 65% 70% 75% 80% 85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

7th 8th 1st 2nd 3rd 4th 5th 6th 50% 55% 60% 65% 70% 75% 80% 85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5du-b

Last Published on Feb 01 2024 JOB DESCRIPTION Mason - Building **ENTIRE COUNTIES** Dutchess, Orange, Putnam, Sullivan, Ulster **WAGES**

Per hour:

07/01/2023 12/04/2023 06/03/2024

Building: Additional

Tile, Marble, & Terrazzo

Mechanic/Setter \$ 57.72 \$ 0.64 \$ 57.29

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker: \$ 23.06* \$ 23.26* + \$7.68 +\$7.69

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE Double time rate applies after 10 hours

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE Overtime:

REGISTERED APPRENTICES

Wage per hour:

1-

750

751-

1500

1501-

2250

2251-

3000

(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
07/01/2023 \$21.70	\$26.66	\$33.75	\$38.69	\$42.25	\$45.70	\$49.29	\$54.23	\$57.09	\$61.25
12/04/2023 \$21.96	\$26.95	\$34.10	\$39.08	\$42.68	\$46.16	\$49.79	\$54.77	\$57.66	\$61.90
Supplemental (Counties of O									
1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2023 \$12.55* +\$0.73	\$12.55* +\$0.78	\$15.36* +\$0.88	\$15.36* +\$0.88	\$16.36* +\$1.37	\$17.86* +\$1.42	\$18.86* +\$1.83	\$18.86* +\$1.88	\$16.86* +\$6.03	\$22.11* +\$6.61
12/04/2023 \$12.55* +\$0.73	\$12.55* +\$0.78	\$15.36* +\$0.89	\$15.36* +\$0.94	\$16.36* +\$1.38	\$17.86* +\$1.43	\$18.86* +\$1.84	\$18.86* +\$1.89	\$16.86* +\$6.04	\$22.11* +\$6.62
Wages per hou (Counties of De		van, Ulster)							
750 hour terms	s at the follow	ing wage rate:							
1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th

3751-

4500

4501-

5250

5251-

6000

6001-

6750

6751-

7500

3001-

3750

^{*} This portion of benefits subject to same premium rate as shown for overtime wages.

07/01/2023 \$19.83	\$23.92	\$25.89	\$29.98	\$32.74	\$36.32	\$39.61	\$42.71	\$44.31	\$47.73
• • •	al Benefits per Dutchess, Sul								
1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2023 \$12.55* +\$0.65	\$12.55*	\$14.66*	\$14.66*	\$15.60*	\$16.16*	\$16.66*	\$17.66*	\$15.66*	\$20.41*

^{*} This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/52B

Mason - Building				02/01/2024
JOB DESCRIPTION Mason - Buil	lding		DISTRICT 9	
ENTIRE COUNTIES Dutchess, Orange, Putnam, Sullivan	ı, Ulster			
WAGES Per hour:	07/01/2023	12/04/2023	06/03/2024	
Building			Additional	
Tile, Marble, & Terrazzo Finisher SUPPLEMENTAL BENEFITS Journeyworker:	\$ 47.06	\$ 47.51	\$ 0.54	
Per Hour	\$ 20.16*	\$ 20.26*		
	+ \$7.55	+ \$7.55		

^{*}This portion of benefits subject to same premium rate as shown for overtime wages

OVERTIME PAY

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

Double time rate applies after 10 hours on Saturdays.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88B-tf

Mason - Building 02/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2023 7/03/2023

Marble Cutters & Setters \$62.82 \$63.12

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 39.03 \$ 39.34

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:

07/01/2023	3 rms at the follo	owing wage						
1st	2nd	3rd	4th	5th	6th	7th	8th	
0- 3000	3001- 3750	3751- 4500	4501- 5250	5251- 6000	6001- 6750	6751- 7500	7500+	
\$ 26.42	\$ 39.62	\$ 42.91	\$ 46.22	\$ 49.52	\$ 53.38	\$ 59.67	\$ 62.82	
Supplement	tal Benefits pe	r hour:						
1st	2nd	3rd	4th	5th	6th	7th	8th	
\$ 25.38	\$ 28.86	\$ 29.74	\$ 30.60	\$ 31.48	\$ 36.44	\$ 38.17	\$ 39.03	
07/03/2023 Wage Per H	lour:							
750 hour ter	rms at the follo	owing wage. 3rd	4th	5th	6th	7th	8th	
0- 3000	3001- 3750	3751- 4500	4501- 5250	5251- 6000	6001- 6750	6751- 7500	7500+	
\$ 26.60	\$ 39.82	\$ 43.13	\$ 46.45	\$ 49.78	\$ 53.64	\$ 59.95	\$ 63.12	
Supplement	al Benefits Pe	r Hour:						
1st	2nd	3rd	4th	5th	6th	7th	8th	
\$ 25.54	\$ 29.09	\$ 29.97	\$ 30.84	\$ 31.72	\$ 36.73	\$ 38.48	\$ 39.34	

Mason - Heavy&Highway 02/01/2024

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:

07/01/2023

Bricklayer \$ 45.50 Cement Mason 45.50 Marble/Stone Mason 45.50 Plasterer 45.50 Pointer/Caulker 45.50

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 workday is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Irregular workday 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 \$37.39

OVERTIME PAY

Cement Mason See (B, E, Q, W) All Others See (B, E, Q)

HOLIDAY

See (5, 6, 16, 25) on HOLIDAY PAGE Paid:

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.
- Supplemental Benefits are not paid for paid Holiday
- If Holiday is worked, Supplemental Benefits are paid for hours worked.
- Whenever an Employee works within three (3) calendar days before a holiday, the Employee shall be paid for the Holiday.

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

Millwright 02/01/2024

JOB DESCRIPTION Millwright

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

WAGES

THE FOLLOWING RATE APPLIES TO ANY GAS/STEAM TURBINE AND OR RELATED COMPONENT WORK, INCLUDING NEW INSTALLATIONS OR MAINTENANCE AND ANY/ALL WORK PERFORMED WITHIN THE PROPERTY LIMITS OF A NUCLEAR FACILITY.

Per hour:	07/01/2023	07/01/2024	07/01/2025
		Additional	Additional
Millwright - Power Generation	\$ 43.05	\$ 2.50	\$2.50

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive an additional \$1.75 per hour provided he/she is directed to perform certified welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive an additional \$1.50 per hour.
- An employee performing the work of a machinist shall receive an additional \$2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman \$ 27.40*

*NOTE: Subject to OT premium

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

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

Appr. 1st year	65 %*
Appr. 2nd year	75 %*
Appr. 3rd year	80 %*
Appr. 4th year	90 %*

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

Certified Welder \$ 1.75
Hazardous Waste Work 1.50
Machinist 2.00
Underground 1.00
(500' and below)

SUPPLEMENTAL BENEFITS per hour:

 Appr. 1st year
 \$ 11.89

 Appr. 2nd year
 22.75

 Appr. 3rd year
 24.30

 Appr. 4th year
 25.85

6-1163Power

Millwright 02/01/2024

JOB DESCRIPTION Millwright DISTRICT 2

ENTIRE COUNTIES

Sullivan, Ulster

WAGES

 Per hour:
 07/01/2023
 07/01/2024
 07/01/2025

 Additional
 Additional
 Additional

 Building
 \$ 40.34
 \$ 2.00*
 \$ 2.00*

 Heavy & Highway
 43.34
 2.50*
 2.00*

 *To be allocated at a later date
 **To be allocated at a later date

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwrights rate provided he/she is directed to perform certified welding.
- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour for Building work.
- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional \$2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$31.19

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour:

(1) year terms at the following percentage of Journeyman's rate.

1st 2nd 3rd 4th 65% 75% 80% 90%

Supplemental Benefits per hour:

Apprentices:

 1st term
 \$ 13.65

 2nd term
 25.93

 3rd term
 27.68

 4th term
 29.44

2-1163.3

Operating Engineer - Building / Heavy&Highway

02/01/2024

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 Pile 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 Combination 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 (Bauer, 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, Squeezecrete & 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); Barrier Moving Machine-Zipper; Batchers, Batching Plant and Crusher on Site; Belt Conveyor Systems; Boom Type Skimmer Machines; Bridge Deck Finisher; Bulldozer(except fine grade); Car Dumpers (Railroad); Compressor and Blower Type Units (used independently or mounted on dual purpose Trucks, on Job Site or in conjunction with jobsite, in Loading and Unloading of Concrete, Cement, Fly Ash, Instantcrete, 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 (Hetzel, Rexomatic and Similar Types); Concrete Vibrators; Conveyors (under 125 feet); Crushing Machines; Directional Boring Machines; Ditching Machine-small (Ditch-witch, Vermeer, or Similar type); Dope Pots (Mechanical with or without pump); Dumpsters; Elevator; Fireman; Fork Lifts (Economobile, Lull and Similar Types of Equipment); Front End Loaders (1 yd. and over but under 2 yds.); Generators (2 or 3 in Battery); Giraffe Grinders; Grout Pump; Gunnite Machines (excluding nozzle); Hammer Vibrator (in conjunction with Generator); Heavy Equipment Robotics Operator Technician; Hoists-Roof, Tugger, Aerial Platform Hoist & House Cars; Hoppers; Hopper Doors (power operated); Hydro Blaster; Hydraulic Jacking Trailer; Ladders (motorized); Ladderyator; 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); Pot Hole Killer Trucks or equivalent; 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 & Maintenance 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)

	07/01/2023	07/01/2024	07/01/2025
		Additional	Additional
Class A5	\$ 65.72 plus 4.00*	\$ 2.75***	\$ 2.50***
Class A4	64.72 plus 4.00*	2.75***	2.50***
Class A3	63.72 plus 4.00*	2.75***	2.50***
Class A2	61.22 plus 4.00*	2.75***	2.50***
Class A1	60.22 plus 4.00*	2.75***	2.50***
Class A	59.22 plus 4.00*	2.75***	2.50***
Class B	57.63 plus 4.00*	2.75***	2.50***
Class C	55.72 plus 4.00*	2.75***	2.50***
Class D	54.09 plus 4.00*	2.75***	2.50***
Class E	50.38 plus 4.00*	2.75***	2.50***
Safety Engineer	59.96 plus 4.00*	2.75***	2.50***
Helicopter:			
Pilot/Engineer	61.04 plus 4.00*	2.75***	2.50***
Co Pilot	59.22 plus 4.00*	2.75***	2.50***
Communications Engineer	59.22 plus 4.00*	2.75***	2.50***
Surveying:			
Chief of Party	59.22 plus 4.00*	2.75***	2.50***
Transit/Instrument Man	50.38 plus 4.00*	2.75***	2.50***
Rod/Chainman	49.80 plus 4.00*	2.75***	2.50***
Additional \$0.75 for Survey work T	•		
	•		

Additional \$0.50 for Hydrographic work.

- 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 \$ 33.50

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

See (5, 6, 10, 13, 15) on HOLIDAY PAGE Paid: Overtime: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Holidays falling on Sunday will be celebrated on Monday.

^{*}The \$4.00 is added to the Class Base Wage for all hours worked. Additionally, the \$4.00 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.

^{***}To be allocated at a later date

REGISTERED APPRENTICES

(1) year terms at the following percentage of journeyman's wage:

1st year 60% of Class base wage plus \$4.00*
2nd year 70% of Class base wage plus \$4.00*
3rd year 80% of Class base wage plus \$4.00*
4th year 90% of Class base wage plus \$4.00*

*The \$4.00 is added to the Class Base Wage for all hours worked. Additionally, the \$4.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

Supplemental Benefits per hour:

Apprentices \$ 33.50

11-825

Operating Engineer - Marine Dredging

02/01/2024

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

10/01/2023

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

Per Hour:

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.

rei noui.	07/01/2023	10/01/2023
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 43.94	\$ 45.26
CLASS A2 Crane Operator (360 swing)	39.16	40.33
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	38.00	39.14
CLASS B2 Certified Welder	35.77	36.84
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	34.79	35.83
CLASS C2 Boat Operator	33.67	34.68
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	27.97	28.81

07/01/2023

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B \$ 11.85 plus 6% \$ 12.00 plus 6%

of straight time of straight time wage, Overtime hours wage, Overtime hours

add \$ 0.63 add \$ 0.63

All Class C \$ 11.60 plus 6% \$ 11.75 plus 6% of straight time of straight time

of straight time of straight time wage, Overtime hours wage, Overtime hours

add \$ 0.50 add \$ 0.50

All Class D \$ 11.35 plus 6% \$ 11.60 plus 6% of straight time of straight time

of straight time of straight time wage, Overtime hours wage, Overtime hours

add \$ 0.38 add \$ 0.50

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

02/01/2024

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)

	07/01/2023	07/01/2024 Additional	07/01/2025 Additional
Class A3	\$ 67.74 plus 4.00*	\$ 2.75**	\$ 2.50**
Class A2	66.08 plus 4.00*	2.75**	2.50**
Class A1	63.24 plus 4.00*	2.75**	2.50**

Class A	61.58 plus 4.00*	2.75**	2.50**
Class B	58.79 plus 4.00*	2.75**	2.50**
Class C	56.13 plus 4.00*	2.75**	2.50**
Class D	54.60 plus 4.00*	2.75**	2.50**
Class E	50.84 plus 4.00*	2.75**	2.50**
Vacuum Truck	59.55 plus 4.00*	2.75**	2.50**
Safety Engineer	60.41 plus 4.00*	2.75**	2.50**
Helicopter:			
Pilot/Engineer	63.24 plus 4.00*	2.75**	2.50**
Co Pilot	62.85 plus 4.00*	2.75**	2.50**
Communications Engineer	62.85 plus 4.00*	2.75**	2.50**
Surveying:			
Chief of Party	59.55 plus 4.00*	2.75**	2.50**
Transit/Instrument man	50.84 plus 4.00*	2.75**	2.50**
Rod/Chainman	49.80 plus 4.00*	2.75**	2.50**
Additional \$0.75 for Survey work 7	Funnels under compressed air.		

Additional \$0.50 for Hydrographic work.

- 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 \$ 33.50

OVERTIME PAY

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

*15% premium is also required on shift work benefits

HOLIDAY

See (5, 6, 10, 13, 15) on HOLIDAY PAGE Paid: 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 base wage plus \$4.00* 2nd year 70% of Class base wage plus \$4.00* 3rd year 80% of Class base wage plus \$4.00* 4th year 90% of Class base wage plus \$4.00*

*The \$4.00 is added to the Class Base Wage for all hours worked. Additionally, the \$4.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

Supplemental Benefits per hour:

Apprentices \$33.50

11-825SE

02/01/2024 **Painter**

^{*}The \$4.00 is added to the Class Base Wage for all hours worked. Additionally, the \$4.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

^{**}To be allocated at a later date

JOB DESCRIPTION Painter

DISTRICT 1

DISTRICT 8

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Sullivan, Ulster

WAGES

Per hour

07/01/2023	07/01/2024 Additional
\$ 37.97	+ \$1.93*
37.97	+ \$1.93*
37.97	+ \$1.93*
37.97	+ \$1.93*
38.97	+ \$1.93*
	\$ 37.97 37.97 37.97 37.97

^(*) To be allocated at later date.

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

Journeyperson \$ 26.28

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

Six (6) month terms at the following percentage of Journeyperson's wage

1st	2nd	3rd	4th	5th	6th
50%	55%	65%	75%	85%	95%

Supplemental Benefits per hour worked

1st term \$ 11.14 All others \$ 26.28

Painter - Bridge & Structural Steel

02/01/2024

1-155

JOB DESCRIPTION Painter - Bridge & Structural Steel

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: 07/01/2023 10/01/2023 \$ 54.50 \$ 56.00 + 10.10* + 10.35*

ADDITIONAL \$6.50 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:

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.

1st year	\$ 21.80 + 4.04	\$ 22.40 + 4.14
2nd year	\$ 32.70 + 6.06	\$ 33.60 + 6.21
3rd year	\$ 43.60 + 8.08	\$ 44.80 + 8.28
Supplemental Benefits - Per hour:		
1st year	\$.90 + 12.34	\$ 1.16 + 12.62
2nd year	\$ 7.07 + 18.51	\$ 7.46 + 18.93
3rd year	\$ 9.42 + 24.68	\$ 9.94 + 25.24

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

DISTRICT 8

Painter - Line Striping 02/01/2024

JOB DESCRIPTION Painter - Line Striping

ENTIRE COUNTIES

Albany, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Nassau, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2023	01/01/2024	07/01/2024
Striping-Machine Operator*	\$ 31.53	\$ 31.53	\$ 34.12
Linerman Thermoplastic	38.34	38.34	41.12

^{*} 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).

8-1456-LS

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.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker:

Striping Machine Operator: \$10.03 \$22.24 \$23.65 Linerman Thermoplastic: 10.03 22.24 23.65

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:

1st Term:	\$ 15.00	\$ 15.00	\$ 15.00
2nd Term:	18.92	18.92	20.47
3rd Term:	25.22	25.22	27.30
Supplemental Benefits per hour:			
1st term:	\$ 9.16	\$ 22.24	\$ 23.65
2nd Term:	10.03	22.24	23.65
3rd Term:	10.03	22.24	23.65

Painter - Metal Polisher 02/01/2024

JOB DESCRIPTION Painter - Metal Polisher

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

 07/01/2023

 Metal Polisher
 \$ 38.18

 Metal Polisher*
 39.28

 Metal Polisher**
 42.18

*Note: Applies on New Construction & complete renovation

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2023

Journeyworker:

All classification \$ 12.34

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, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

^{**} Note: Applies when working on scaffolds over 34 feet.

	07/01/2023
1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

^{*}Note: Applies on New Construction & complete renovation

Supplemental benefits:

Per hour:

 1st year
 \$ 8.69

 2nd year
 8.69

 3rd year
 8.69

8-8A/28A-MP

Plumber 02/01/2024

JOB DESCRIPTION Plumber

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)

	07/01/2023	05/01/2024	05/01/2025
		Additional	Additional
Plumber	\$ 38.59	\$ 2.25*	\$ 2.50*

^{*}To be allocated at a later date

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

\$ 36.07*

*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.

07/01/2023

1st term \$ 17.37 2nd term \$ 21.23

^{**} Note: Applies when working on scaffolds over 34 feet.

3rd term	25.09
4th term	28.95
5th term	32.81

Supplemental Benefits per hour:

Apprentices

1st term	\$ 16.31*
2nd term	19.90*
3rd term	23.50*
4th term	27.10*
5th term	30.69*

^{*}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 02/01/2024

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)	07/01/2023	05/01/2024	
		Additional	
Plumber/Steamfitter	\$ 49.95	\$ 2.25*	

^{*}to be allocated at a later date

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 \$ 44.57

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.

	07/01/2023
1st term	\$ 17.49
2nd term	22.48
3rd term	27.48
4th term	32.47
5th term	39.96

Supplemental Benefits per hour:

Supplemental Benefits per near.	
1st term	\$ 15.69*
2nd term	20.14*
3rd term	24.57*
4th term	29.03*
5th term	35.67*

^{*}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.

^{*}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.

Plumber 02/01/2024

JOB DESCRIPTION Plumber

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Delaware: Only the Townships of Middletown and Roxbury.

Ulster: Entire county (including Wallkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour: 07/01/2023

Plumber &

Steamfitter \$ 57.08

SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 42.38 Journeyworker:

OVERTIME PAY

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

HOLIDAY

See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following rates:

07/01/2023

\$ 21.80 1st year 2nd year 30.11 3rd year 34.93 4th year 41.89 5th year 48.24

Supplemental Benefits per hour:

1st year \$17.95 2nd year 22.96 3rd year 26.66 4th year 30.82 5th year 33.99

8-21.2-SF

Plumber - HVAC / Service 02/01/2024

JOB DESCRIPTION Plumber - HVAC / Service

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Delaware: Only the townships of Middletown and Roxbury
Ulster: Entire County(including Wallkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill,

Marlboro, and Wawarsing.

WAGES

Per hour: 07/01/2023

HVAC Service \$42.68

+ \$ 4.37*

*Note: This portion of wage is not subject to overtime premium.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker HVAC Service

\$ 28.99

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

HVAC SERVICE

(1)year terms at the following wages:

1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
\$ 19.32	\$ 22.91	\$ 28.56	\$ 35.13	\$ 38.15
+\$2.39*	+\$2.70*	+\$3.25*	+\$3.88*	+\$4.12*

^{*}Note: This portion of wage is not subject to overtime premium.

Supplemental Benefits per hour:

Apprentices	07/01/2023
1st term	\$ 20.84
2nd term	22.28
3rd term	23.85
4th term	26.01
5th term	27.55

8-21.1&2-SF/Re/AC

DISTRICT 8

Plumber - Jobbing & Alterations

02/01/2024

JOB DESCRIPTION Plumber - Jobbing & Alterations

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Ulster: Entire county (including Wallkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour: 07/01/2023 Journeyworker: \$48.51

Repairs, replacements and alteration work is any repair or replacement of a present plumbing system that does not change existing roughing or water supply lines.

SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS

Per hour: Journeyworker

\$ 34.76

OVERTIME PAY

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

*When used as a make-up day, hours after 8 on Saturday shall be paid at time and one half.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wages:

1st year	\$ 20.92
2nd year	23.24
3rd year	25.29
4th year	35.48
5th year	37.49

Supplemental Benefits per hour:

\$ 11.45
13.46
17.51
23.67
25.68

8-21.3-J&A

Roofer 02/01/2024

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

 Per Hour:
 07/01/2023
 05/01/2024

 Additional

 Roofer/Waterproofer
 \$ 46.50
 \$2.50

 + \$7.00*

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS

Per Hour: \$31.37

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 apprentices indentured prior to 01/01/2023

	1st	2nd	3rd	4th
	\$ 16.28	\$ 23.25	\$ 27.90	\$ 34.88
		+ 3.50*	+ 4.20*	+ 5.26*
Supplements:				
	1st	2nd	3rd	4th
	\$ 4.03	\$ 15.85	\$ 18.95	\$ 23.61

^{*} This portion is not subjected to overtime premiums.

(1) year term apprentices indentured after 01/01/2023

	1st	2nd	3rd	4th	5th
	\$ 17.67	\$ 20.93	\$ 23.25	\$ 27.90	\$ 34.88
Supplements:		+ 3.16*	+ 3.50*	+ 4.20*	+ 5.26
Саррістіст	1st	2nd	3rd	4th	5th
	\$ 7.61	\$ 14.29	\$ 15.85	\$ 18.95	\$ 23.61

^{*} This portion is not subjected to overtime premiums.

9-8R

Sheetmetal Worker 02/01/2024

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 8

ENTIRE COUNTIES

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

^{*} This portion is not subjected to overtime premiums.

WAGES

07/01/2023

SheetMetal Worker \$47.00

+ 3.60*

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 \$45.62

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
\$ 17.50	\$ 19.67	\$ 21.87	\$ 24.05	\$ 26.24	\$ 28.44	\$ 31.10	\$ 33.75
+ 1.44*	+ 1.62*	+ 1.80*	+ 1.98*	+ 2.16*	+ 2.34*	+ 2.52*	+ 2.70*

^{*}This portion is not subject to overtime premiums.

Supplemental Benefits per hour:

Apprentices

1st term	\$ 19.53
2nd term	21.99
3rd term	24.42
4th term	26.88
5th term	29.32
6th term	31.75
7th term	33.72
8th term	35.71

8-38

Sprinkler Fitter 02/01/2024

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2023

Sprinkler \$50.86

Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$30.19

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.

^{*}This portion is not subject to overtime premiums.

									· · · · · · · · · · · · · · · · · · ·
1st \$ 24.77	2nd \$ 27.53	3rd \$ 30.03	4th \$ 32.78	5th \$ 35.53	6th \$ 38.29	7th \$ 41.04	8th \$ 43.79	9th \$ 46.54	10th \$ 49.30
Supplementa	l Benefits per	hour							
1st \$ 8.74	2nd \$ 8.74	3rd \$ 20.32	4th \$ 20.32	5th \$ 20.57	6th \$ 20.57	7th \$ 20.57	8th \$ 20.57	9th \$ 20.57	10th \$ 20.57 1-669.2

Teamster - Building / Heavy&Highway

02/01/2024

JOB DESCRIPTION Teamster - Building / Heavy&Highway

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)	07/01/2023
GROUP 1 GROUP 1A GROUP 2 GROUP 3 GROUP 4 GROUP 5 GROUP 6	\$ 34.58 35.72 34.02 33.80 33.69 33.57
GROOF 0	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.

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:

First 40 hours \$ 44.59 Over 40 hours 36.99

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

Prevailing Wage Rates for 07/01/2023 - 06/30/2024 Last Published on Feb 01 2024

Overtime: See (*1) on HOLIDAY PAGE

- Any employee working two (2) days in any calendar week during which a holiday occurs shall receive a days pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday or Sunday.

*See OVERTIME PAY section for when additional premium is applicable on Holiday hours worked.

11-445B/HH

Teamster - Delivery - Building / Heavy&Highway

02/01/2024

JOB DESCRIPTION Teamster - Delivery - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Rockland, Sullivan, Ulster

WAGES

Group 1 Tractor Trailer Drivers

Group 2 Tri- Axle

Wages: 07/01/2023

Group 1 \$ 33.70 Group 2 29.70

Hazardous/Toxic Waste Removal additional 20% when personal protective equipment is required.

SUPPLEMENTAL BENEFITS

Per hour paid:

First 40 hours \$ 32.30 Over 40 hours 0.00

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE Overtime: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE

- Employee must work either the scheduled day of work before or the scheduled day of work after the holiday in the workweek.
- Any employee working one (1) day in the calendar week during which a holiday occurs shall receive a day's pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday.
- When any of the recognized holidays occur on Sunday and are celebrated any day before or after the holiday Sunday, such days shall be considered as the holiday and paid for as such.

11-445 B/HH Delivery

Welder 02/01/2024

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 07/01/2023

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
(1)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays
(S)	Two and one half times the hourly rate for Holidays

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day
(28)	Easter Sunday

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work State Office Building Campus Building 12 - Room 130 Albany, New York 12226

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: Contracting Agency Architect or Engineering Firm Public Work District Office Date: (Check Only One) 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). 07 City 01 DOT 08 Local School District 02 OGS 09 Special Local District, i.e., Fire, Sewer, Water District 03 Dormitory Authority 10 Village 04 State University 11 Town Construction Fund 12 County 05 Mental Hygiene Telephone Fax Facilities Corp. 13 Other Non-N.Y. State (Describe) 06 OTHER N.Y. STATE UNIT E-Mail: 3. SEND REPLY TO (check if new or change) 4. SERVICE REQUIRED. Check appropriate box and provide project information. Name and complete address: New Schedule of Wages and Supplements. APPROXIMATE BID DATE: Additional Occupation and/or Redetermination Telephone Fax PRC NUMBER ISSUED PREVIOUSLY FOR OFFICE USE ONLY THIS PROJECT: F-Mail: **B. PROJECT PARTICULARS** Location of Project: 5. Project Title Location on Site Description of Work Route No/Street Address _____ Village or City _____ Contract Identification Number Town Note: For NYS units, the OSC Contract No. County 7. Nature of Project - Check One: OCCUPATION FOR PROJECT: **Fuel Delivery** 1. New Building Guards, Watchmen Construction (Building, Heavy 2. Addition to Existing Structure Highway/Sewer/Water) Janitors, Porters, Cleaners, 3. Heavy and Highway Construction (New and Repair) **Elevator Operators** Tunnel 4. New Sewer or Waterline Residential Moving furniture and 5. Other New Construction (Explain) equipment Landscape Maintenance 6. Other Reconstruction, Maintenance, Repair or Alteration Elevator maintenance Trash and refuse removal 7. Demolition Window cleaners Exterminators, Fumigators 8. Building Service Contract Other (Describe) Fire Safety Director, NYC Only 9. Does this project comply with the Wicks Law involving separate bidding? YES | | NO |

Signature

10. Name and Title of Requester



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.

<u>Debarment Database:</u> 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, <u>or under NYS Workers' Compensation Law Section 141-b, access the database at this link: https://apps.labor.ny.gov/EDList/searchPage.do</u>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

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	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		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
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 GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
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	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	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
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	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
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	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
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	****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	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTI ON	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028

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 PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
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	****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL	****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
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		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
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	****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
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	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	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
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.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028

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DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
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	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
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	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		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027

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	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING	3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING	3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC	1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	****1147	JRN CONSTRUCTION, LLC	531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC	531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC	531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC	531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC	531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC	531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND	5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
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		KEAN INDUSTRIES, LLC	2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	****2959	KELC DEVELOPMENT, INC	7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER	7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		KMA GROUP II, INC.	29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.	29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.	29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN	2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL	9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION	150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR	531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR	531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR	531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	AG	****3291	LINTECH ELECTRIC, INC.	3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
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	****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		MARIA NUBILE	84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MATTHEW P. KILGORE	4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL	****4829	MILESTONE ENVIRONMENTAL CORPORATION	704 GINESI DRIVE SUITE 29MORGANVILLE NJ	04/10/2019	04/10/2024

DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
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	DOL	****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
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		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
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	07/11/2022	07/11/2027
DOL	DA	****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL		ROBBYE BISSESAR		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	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024

DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DA	****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	NYC	****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
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	NYC	****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
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	NYC	****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
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	****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028

DOL	DA	****1050	TRI STATE CONSTRUCTION		50-39 175TH PLACE	03/28/2022	03/28/2027
			OF NY CORP.		FRESH MEADOWS NY 11365		
DOL	DA	****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	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		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
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	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
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 CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028